**CITY OF SHERMAN**
**CITY COUNCIL CALLED MEETING AGENDA**
**SHERMAN MUNICIPAL BALLROOM**
**405 NORTH RUSK STREET**
**SHERMAN, TEXAS**
**TUESDAY, JANUARY 19, 2021**
**5:00 P.M.**

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

**A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN**

**A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN**

**Citizen Comments**

**B. 1. CITIZEN COMMENTS**

During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

**Consent Agenda**

**C. 1. 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

**Public Hearing**

**D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6352**

Extending the Corporate Limits of Said City so as to Annex an Area of Land consisting of Approximately 57.88 acres generally located North of U.S. Highway 82, East of Plainview Road and West of F.M. 131, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be entitled to the Rights and Privileges of other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

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

**D. 2.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6353**

Extending the Corporate Limits of Said City so as to Annex an Area of Land consisting of Approximately 136.94 acres generally located North of U.S. Highway 82, East of F.M. 1417, and West of Plainview Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be entitled to the Rights and Privileges of other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

**D. 3.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6354**

Amending Section 6.11, Subsection (5)(A), and Section 12, Ordinance No. 2280, so as to Rezone Property generally located in the 3500-4500 blocks of North F.M. 1417 (Heritage Parkway) and the 600-1900 blocks of West U.S. Highway 82, being approximately 439 acres in the John Jennings Survey, Abstract No. 647, and the Uriah Burns Survey, Abstract No. 121, as a Planned Development District Subject to this Ordinance and Ordinance No. 2280 (TPJ Properties LTD and Heritage Ranch Land Holdings, LTD, Owners; Ryan Johnson, Representative; Covenant Development, Developer; Norris Design, Planner/Landscape Architect; JHP, Architect; and Underwood Drafting and Surveying, Surveyor); Providing that the Property is Rezoned and Placed in the Zoning Classification of Planned Development; Describing the Property to be Rezoned; Providing a Penalty not to Exceed $2,000.00

**Close Public Hearing and Consider Adoption of Ordinances**

**D. 4.** **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers: 6352, 6353 and 6354

**Resolutions**

**E. 1.** **RESOLUTION NO. 6693**

Authorizing Execution of a Development Agreement with Wyldewood Homes, LLC for the Construction of Public Facilities in Washington Meadows, Phase I, a 15.983-acre Development East of Heritage Parkway (F.M. 1417) and South of Washington Street in the City of Sherman

**E. 2.** **RESOLUTION NO. 6694**

Authorizing Execution of a Development Agreement with Astoria Homes, LLC for the Construction of Public Facilities in Austin Landing, Phase IV, a 40.84-acre Development West of North Travis Street and South of Kreager Road in the City of Sherman

**E. 3.** **RESOLUTION NO. 6695**

Authorizing Execution of a Project Development Agreement (PDA) with Johnson Controls, Inc. via TIPS #170103 for Development of an Energy Savings Performance Contract Project

**E. 4.** **** RESOLUTION NO. 6696***

Authorizing Execution of a Professional Engineering Design Services Agreement with Binkley & Barfield, Inc. for Design of the South Side Industrial Sanitary Sewer Replacement Project

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

**Requests to Advertise**

**F. 1.** **** REQUEST TO ADVERTISE***
Annual Park Restroom Cleaning Services

**Other Business**

**G. 1.** **OTHER BUSINESS**
Receive Presentation from Police Chief Zachary Flores and Hidell & Associates Architect Aaron Babcock on the Initial Concept for the Sherman Police Department Headquarters

**G. 2.** **OTHER BUSINESS**
Receive Presentation from City Manager Robby Hefton regarding potential debt issuance

**G. 3.** **** OTHER BUSINESS***
Approve Quarterly Investment Report for Quarter Ended December 31, 2020

**H.** **MEDIA QUESTIONS**

**I.** **COUNCIL COMMENTS**

**Executive Session**

**EXECUTIVE SESSION**

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

| | |
|---|---|
| Tex. Gov't Code § 551.071 | Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.<br>(a) Consultation with City Attorney regarding enforcement of lease agreements at Sherman Municipal Airport |
| Tex. Gov't Code § 551.072 | Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person. |
| Tex. Gov't Code § 551.073 | Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person. |

| | |
|---|---|
| Tex. Gov't Code § 551.074 | Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. |
| Tex. Gov't Code § 551.076 | Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit. |
| Tex. Gov't Code § 551.087 | Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. |
| Tex. Gov't Code § 551.089 | Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices. |

**The Council reconvenes into General Session**

**K. 1. OPEN MEETING**

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

**L. ADJOURNMENT**

***COUNCIL CALENDAR***

**CERTIFICATION**

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on January 15, 2021 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 15th day of January, 2021.
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.

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

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

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

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

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

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

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

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

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **C. 1.**

**Meeting Date:** 01/19/2021

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**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:**

**E. 4.** **** RESOLUTION NO. 6696***

Authorizing Execution of a Professional Engineering Design Services Agreement with Binkley & Barfield, Inc. for Design of the South Side Industrial Sanitary Sewer Replacement Project

**F. 1.** **** REQUEST TO ADVERTISE***

Annual Park Restroom Cleaning Services

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# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **D. 1.**

**Meeting Date:** 01/19/2021

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6352**

Extending the Corporate Limits of Said City so as to Annex an Area of Land consisting of Approximately 57.88 acres generally located North of U.S. Highway 82, East of Plainview Road and West of F.M. 131, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be entitled to the Rights and Privileges of other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

**Issue:**

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 57.88 acres of land situated north of U.S. Highway 82, east of Plainview Road and west of F.M. 131, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

**Background:**

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its January 4th meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the January 19th regular Council meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owner/developer, TPJ Properties, LTD., a Texas limited partnership, by Johnson, River, LLC, a Texas limited liability company, its general partner.

This property is part of the requested approximate 440 acre Heritage Ranch Planned Development, being considered by the Council in a separate agenda item on this agenda. Heritage Ranch is a mixed-used Planned Development that is expected to include single-family, multi-family, retail, commercial/office, entertainment, hospitality, and other amenities.

**Origination:**

Letter requesting annexation by TPJ Properties, LTD., a Texas limited partnership, by Johnson, River, LLC, a Texas limited liability company, its general partner, subject Property Owner / Developer

**Financial Consideration:**

Once developed, the additional property taxes on the land raised from this annexation are estimated at about $230,000.00 annually, which approximates the estimated costs associated with providing general City services.

**Staff Recommendation:**

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 57.88 acre tract of land located north of U.S. 82, east of Plainview Road and west of F.M. 131, adjacent to the Sherman city limits and in the City of Sherman's ETJ.

**Alternatives:**

As directed by the City Council

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**Attachments**

Ordinance No. 6352

Request for Annexation

Annexation Scheduling Plan - Heritage Ranch East approved at the January 4, 2021 City Council Meeting

Exhibit A - Legal Description

Exhibit A - Annexation Drawing

Aerial Location Map

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**ORDINANCE NO. 6352**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 57.88 ACRES GENERALLY LOCATED NORTH OF U.S. HIGHWAY 82, EAST OF PLAINVIEW ROAD AND WEST OF F.M. 131, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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**, TPJ Properties, LTD., a Texas limited liability partnership, by Johnson, River, LLC, a Texas limited liability company, its general partner ("Landowner"), is the sole owner of real property within that certain area of land consisting of 57.88± acres, situated in the Uriah Burns Survey, Abstract No. 121, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

**WHEREAS**, Landowner submitted an application to the City of Sherman, Texas ("Sherman"), requesting voluntary annexation of the Property into the city limits of Sherman; and

**WHEREAS**, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

**WHEREAS**, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, prior to conducting the public hearings required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

**WHEREAS**, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, the City Council finds that the field notes close the boundaries of the Property; and

**WHEREAS**, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

**WHEREAS**, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law;

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

**SECTION 1: Findings Incorporated.** That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Annexation Service Plan Agreement.** That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

**SECTION 3: Property Annexed**. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 57.88± acres, situated in the Uriah Burns Survey, Abstract No. 121; said Property is more particularly described and depicted in Exhibit A.

**SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations**. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

**SECTION 5: Official Map and Boundaries Amended**. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

**SECTION 6: Unlawful Use**. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280 ("Zoning Ordinance"), as they exist or may be amended, and it shall be unlawful for any person to construct on the Property any

building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

**SECTION 7: Penalty**. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 8: Savings/Repealing**. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 9: Severability**. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 10: Effective Date**. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**SECTION 11: Public Meeting**. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.**

**INTRODUCED** on this the _____ day of _____, 2021.

**ADOPTED** on this the _____ day of _____, 2021.

**EFFECTIVE DATE** on this the _____ day of _____, 2021.

**CITY OF SHERMAN, TEXAS**

**BY:** _____

**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM AND CONTENT:**
**THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

**Exhibit A**
**Legal Description and Depiction of the Property**


## *Helvey-Wagner Surveying, Inc.*

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


**57.88 Acres**

**SITUATED** in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, being a part of the 184.50 acre tract of land conveyed by Warranty Deed with Vendor's Lien from John H. Becker, Jr., Trustee and Amy H. Fennell, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust to TPJ Properties, LTD on February 15, 2002 and recorded in Volume 3203, Page 464, Official Public Records, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a point in the South line of both the Alexander and Richards Survey, Abstract No. 42 and the 224.030 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5357, at the Northwest corner of the John Jennings Survey, Abstract No. 647 and the most Northern Northeast corner of said TPJ Properties 184.50 ac., at the Northeast corner of both said Uriah Burns Survey and the herein described tract;

**THENCE** South 01 deg. 25 min. 51 sec. West, with the West line of said John Jennings Survey and the East line of both said TPJ Properties 184.50 ac. and the Uriah Burns Survey, A distance of 1,687.15 ft. to a point in the North line of the 135.345 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5726, at an Ell corner of said TPJ Properties 184.50 ac. and the Southeast corner of the herein described tract;

**THENCE** North 88 deg. 22 min. 03 sec. West, with the North line of said 135.345 ac., over and across said TPJ Properties 184.50 ac., a distance of 1,484.50 ft. to a point in or near the pavement of Plainview Road and in the West line of said TPJ Properties 184.50 ac., at the Southwest corner of the herein described tract;

**THENCE** North 01 deg. 03 min. 03 sec. East, along said Plainview Road and with the West line of said TPJ Properties 184.50 ac., a distance of 1,697.20 ft. to a point at the Southwest corner of both said Alexander and Richards Survey and the 224.030 ac. and an Ell corner of said Uriah Burns Survey, at the Northwest corner of both said TPJ Properties 184.50 ac. and the herein described tract;

**THENCE** South 87 deg. 59 min. 09 sec. East, with the South line of both said Alexander and Richards Survey and 224.030 ac. and the North line of both said TPJ Properties 184.50 ac. and said Uriah Burns Survey, a distance of 1,495.82 ft. to the **PLACE OF BEGINNING** and containing **57.88 ACRES** of land.

I, KATE A. WAGNER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED 57.88 ACRE ANNEXATION PARCEL METES AND BOUNDS DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE

Kate A. Wagner, R.P.L.S. No. 6578
Registered Professional Land Surveyor
Texas Registration No. 6578
Dated: November 11, 2020

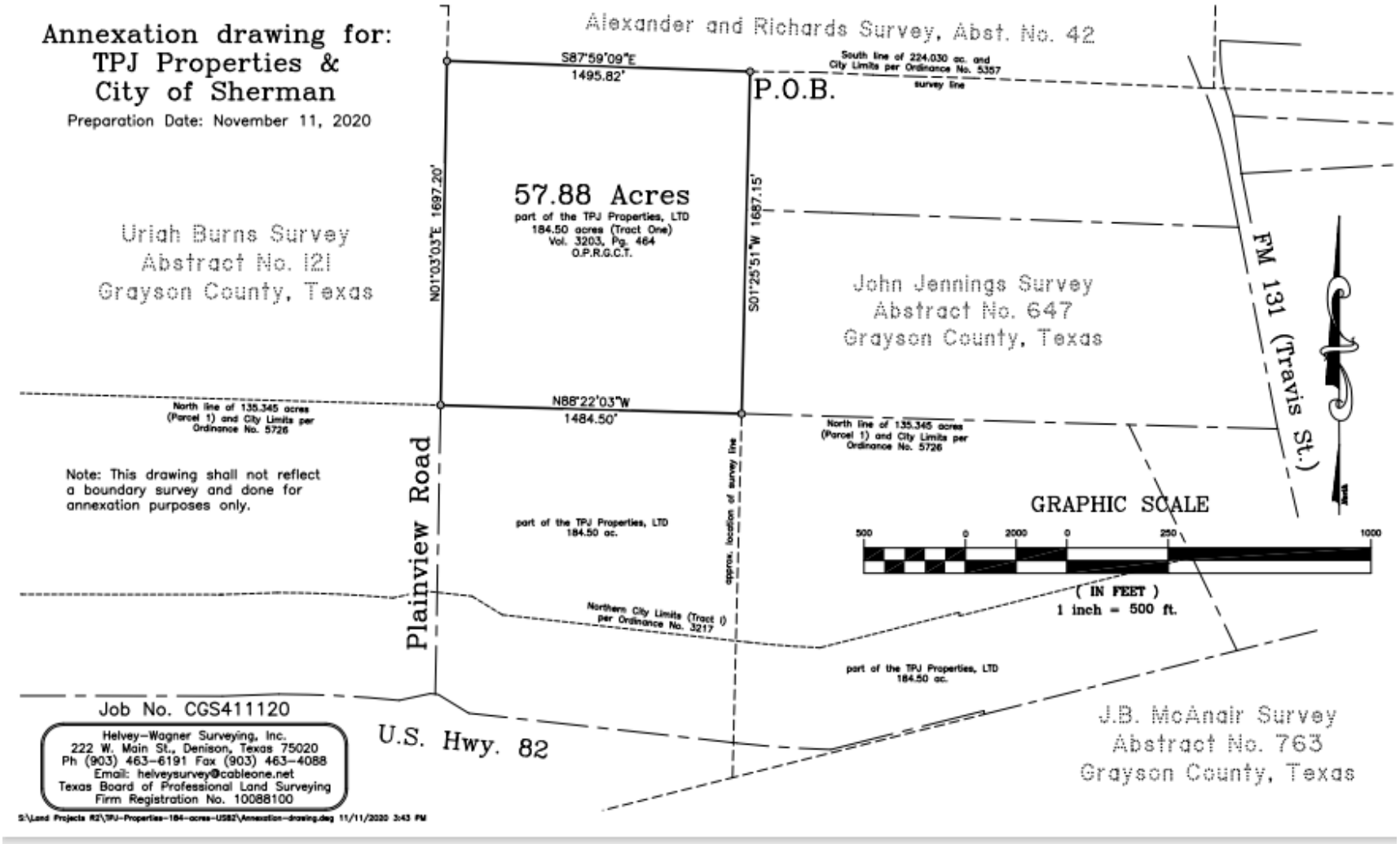

Annexation drawing for:
TPJ Properties &
City of Sherman
Preparation Date: November 11, 2020
Alexander and Richards Survey, Abst. No. 42
S87°59'09"E
1495.82'
P.O.B.
South line of 224.030 ac. and City Limits per Ordinance No. 5357
survey line
N01°03'03"E 1697.20'
57.88 Acres
part of the TPJ Properties, LTD
184.50 acres (Tract One)
Vol. 3203, Pg. 464
O.P.R.G.C.T.
S01°25'51"W 1687.15'
Uriah Burns Survey
Abstract No. 121
Grayson County, Texas
John Jennings Survey
Abstract No. 647
Grayson County, Texas
FM 131 (Travis St.)
N88°22'03"W
1484.50'
North line of 135.345 acres (Parcel 1) and City Limits per Ordinance No. 5726
North line of 135.345 acres (Parcel 1) and City Limits per Ordinance No. 5726
Note: This drawing shall not reflect a boundary survey and done for annexation purposes only.
Plainview Road
part of the TPJ Properties, LTD
184.50 ac.
approx. location of survey line
GRAPHIC SCALE
500 0 2000 0 250 1000
( IN FEET )
1 inch = 500 ft.
Northern City Limits (Tract I) per Ordinance No. 3217
part of the TPJ Properties, LTD
184.50 ac.
Job No. CGS411120
U.S. Hwy. 82
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100
J.B. McAnair Survey
Abstract No. 763
Grayson County, Texas
S:\Land Projects #2\TPJ-Properties-184-acres-US82\Annexation-drawing.dwg 11/11/2020 3:43 PM

**Exhibit B**
**Annexation Service Plan Agreement**

**ANNEXATION SERVICE PLAN AGREEMENT**

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and TPJ PROPERTIES, LTD., a Texas limited partnership, by Johnson, River, LLC, a Texas limited liability company, its general partner ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 57.88± acres, situated in the Uriah Burns Survey, Abstract No. 121, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and it citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

   (a) Police Services.

      (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

   (b) Fire Services.

      (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

TPJ PROPERTIES, LTD.
Attn: Ryan Johnson
P.O. Box 670
Sherman, Texas 75091
Telephone: (903) 893-8500
Email: ryan@covdevelopment.com

10. **Release**. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law

principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement.**

18. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

**CITY OF SHERMAN, TEXAS,**
**a home-rule municipality**

By: _____
Robby Hefton, City Manager
Date: 1/5/2021

**Attested to by:**

_____
Linda Ashby, City Clerk

**Approved as to Form and Content:**
**The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.**

By: _____
Name: Ryan D. Pittman
Title: City Attorney

**TPJ PROPERTIES, LTD., a Texas limited partnership**
**By: Johnson, River, LLC, a Texas limited liability company, its general partner**

By: _____
Printed Name: Tom Johnson
Title: President of Johnson River, LLC
Date: 12/29/20

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

**BEFORE ME**, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS, a home-rule municipality**, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of office this 5th day of January, ~~2020~~ 2021.

LINDA ASHBY
NOTARY PUBLIC
STATE OF TEXAS
ID # 382275-0
My Comm. Expires 06-06-2022

Linda Ashby
Notary Public, State of Texas
My Commission Expires: 6/6/2022

**STATE OF TEXAS** §
§
**COUNTY OF** Grayson §

**BEFORE ME,** the undersigned authority, on this day personally appeared **Tom Johnson, President of Johnson River, LLC, a Texas limited liability company, general partner of TPJ Properties, Ltd., a Texas limited partnership**, known to me to be to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of office this 29th day of December, 2021.

REGINA SLAUGHTER
Notary Public, State of Texas
Comm. Expires 10-16-2021
Notary ID 11006001

Regina L Slaughter
Notary Public, State of Texas
My Commission Expires: 10-16-21

**Exhibit A**

**SITUATED** in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, being a part of the 184.50 acre tract of land conveyed by Warranty Deed with Vendor's Lien from John H. Becker, Jr., Trustee and Amy H. Fennell, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust to TPJ Properties, LTD on February 15, 2002 and recorded in Volume 3203, Page 464, Official Public Records, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

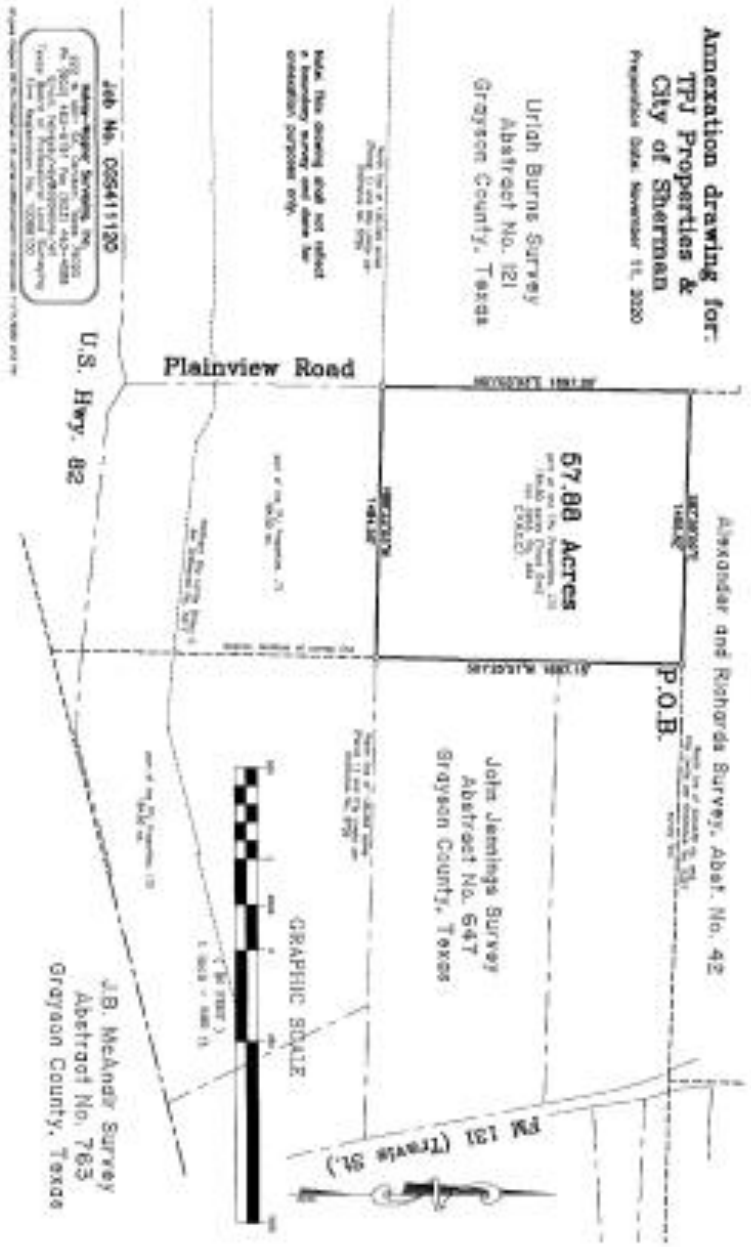
**BEGINNING** at a point in the South line of both the Alexander and Richards Survey, Abstract No. 42 and the 224.030 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5357, at the Northwest corner of the John Jennings Survey, Abstract No. 647 and the most Northern Northeast corner of said TPJ Properties 184.50 ac., at the Northeast corner of both said Uriah Burns Survey and the herein described tract;

**THENCE** South 01 deg. 25 min. 51 sec. West, with the West line of said John Jennings Survey and the East line of both said TPJ Properties 184.50 ac. and the Uriah Burns Survey, A distance of 1,687.15 ft. to a point in the North line of the 135.345 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5726, at an Ell corner of said TPJ Properties 184.50 ac. and the Southeast corner of the herein described tract;

**THENCE** North 88 deg. 22 min. 03 sec. West, with the North line of said 135.345 ac., over and across said TPJ Properties 184.50 ac., a distance of 1,484.50 ft. to a point in or near the pavement of Plainview Road and in the West line of said TPJ Properties 184.50 ac., at the Southwest corner of the herein described tract;

**THENCE** North 01 deg. 03 min. 03 sec. East, along said Plainview Road and with the West line of said TPJ Properties 184.50 ac., a distance of 1,697.20 ft. to a point at the Southwest corner of both said Alexander and Richards Survey and the 224.030 ac. and an Ell corner of said Uriah Burns Survey, at the Northwest corner of both said TPJ Properties 184.50 ac. and the herein described tract;

**THENCE** South 87 deg. 59 min. 09 sec. East, with the South line of both said Alexander and Richards Survey and 224.030 ac. and the North line of both said TPJ Properties 184.50 ac. and said Uriah Burns Survey, a distance of 1,495.82 ft. to the **PLACE OF BEGINNING** and containing **57.88 ACRES** of land.


Annexation drawing for:
TPJ Properties &
City of Sherman
Preparation Date: November 16, 2020
Urlah Burns Survey
Abstract No. 121
Grayson County, Texas
Plainview Road
57.88 Acres
P.O.B.
Alexander and Richards Survey, Abst. No. 42
John Jennings Survey
Abstract No. 647
Grayson County, Texas
J.B. McAnally Survey
Abstract No. 763
Grayson County, Texas
U.S. Hwy. 82
PM 131 (Travis St.)
GRAPHIC SCALE
Job No. 0954111B0

# TPJ Properties, Ltd.

November 17, 2020

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090

Re: Request for Annexation

Dear Mr. Hefton:

TPJ Properties, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, TPJ Properties, Ltd. requests that the City of Sherman annex 57.88 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 57.88 acre tract ("Tract") of land is attached to this request.
3. TPJ Properties, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the west and US Highway 82 on the south.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch East. It is the desire of TPJ Properties, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch West.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

Sincerely,

Tom L. Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500

# ANNEXATION SCHEDULING PLAN

**Annexation of approximately 57.88 acres of land adjacent to the city limits, located North of U.S. Hwy 82, East of Plainview Road and West of F.M. 131, being more specifically described as:**
**HERITAGE RANCH EAST**

Monday, January 4, 2021…..……..City Council sets public hearing date and accepts annexation application.

Tuesday, January 5, 2021..……..Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.

Wednesday, January 6, 2021…….……Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.

Thursday, January 14, 2021…..……Post notice of public hearing as required by Open Meetings Act.

Tuesday, January 19, 2021…….....Hold public hearing. (Called Council Meeting)

Tuesday, January 19, 2021....……...Adopt ordinance. (Called Council Meeting)

# *Helvey-Wagner Surveying, Inc.*

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


## 57.88 Acres

**SITUATED** in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, being a part of the 184.50 acre tract of land conveyed by Warranty Deed with Vendor's Lien from John H. Becker, Jr., Trustee and Amy H. Fennell, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust to TPJ Properties, LTD on February 15, 2002 and recorded in Volume 3203, Page 464, Official Public Records, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

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**THENCE** South 01 deg. 25 min. 51 sec. West, with the West line of said John Jennings Survey and the East line of both said TPJ Properties 184.50 ac. and the Uriah Burns Survey, A distance of 1,687.15 ft. to a point in the North line of the 135.345 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5726, at an Ell corner of said TPJ Properties 184.50 ac. and the Southeast corner of the herein described tract;

**THENCE** North 88 deg. 22 min. 03 sec. West, with the North line of said 135.345 ac., over and across said TPJ Properties 184.50 ac., a distance of 1,484.50 ft. to a point in or near the pavement of Plainview Road and in the West line of said TPJ Properties 184.50 ac., at the Southwest corner of the herein described tract;

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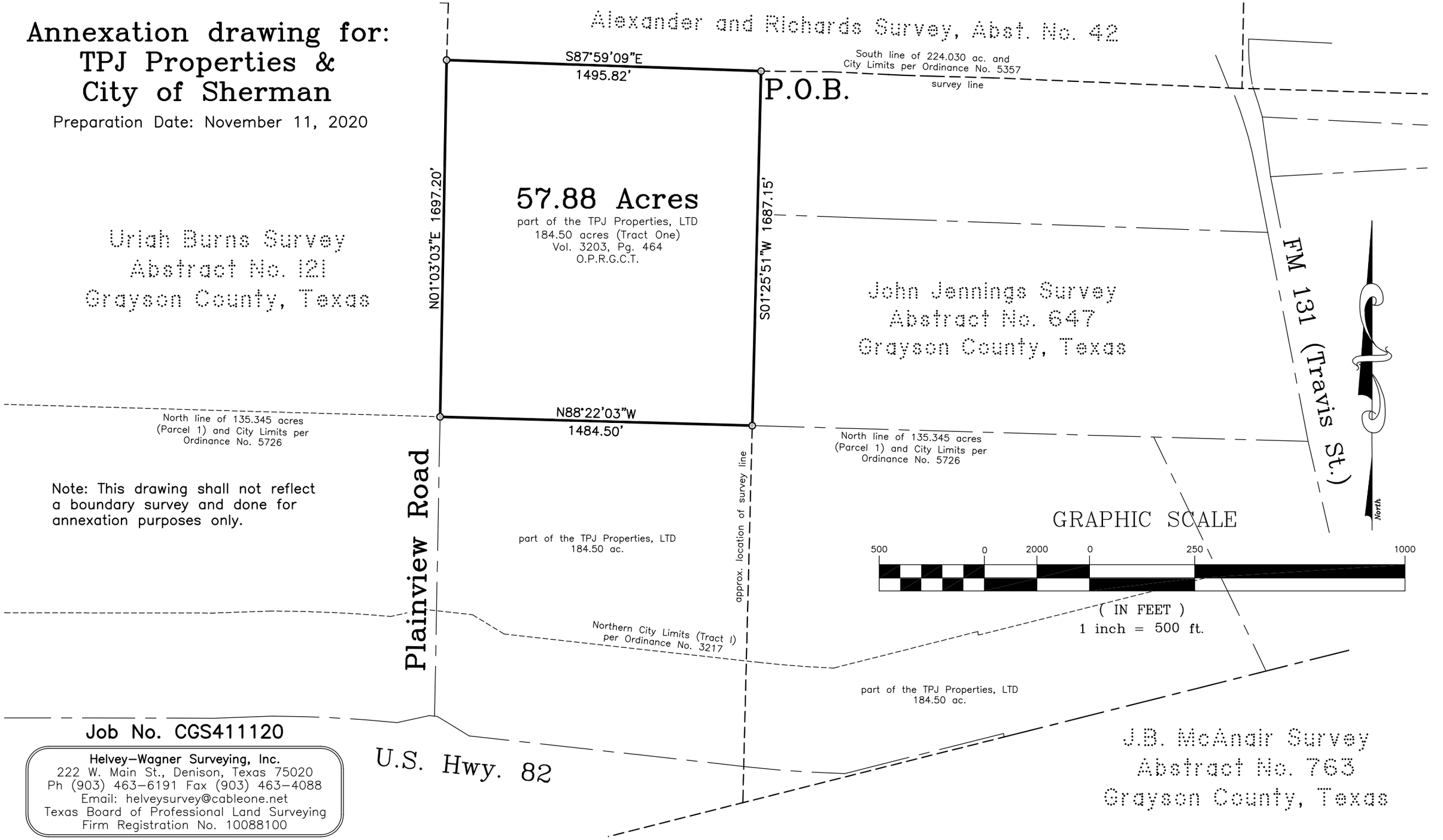
**THENCE** South 87 deg. 59 min. 09 sec. East, with the South line of both said Alexander and Richards Survey and 224.030 ac. and the North line of both said TPJ Properties 184.50 ac. and said Uriah Burns Survey, a distance of 1,495.82 ft. to the **PLACE OF BEGINNING** and containing **57.88 ACRES** of land.

I, KATE A. WAGNER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED 57.88 ACRE ANNEXATION PARCEL METES AND BOUNDS DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE

Kate A. Wagner, R.P.L.S. No. 6578
Registered Professional Land Surveyor
Texas Registration No. 6578
Dated: November 11, 2020

# Annexation drawing for: TPJ Properties & City of Sherman

Preparation Date: November 11, 2020




Note: This drawing shall not reflect a boundary survey and done for annexation purposes only.

Job No. CGS411120


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


S:\Land Projects R2\TPJ–Properties–184–acres–US82\Annexation–drawing.dwg 11/11/2020 3:43 PM

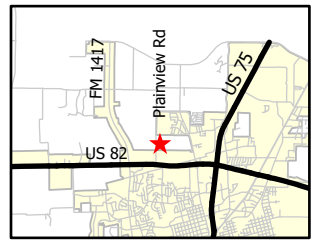
dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Administration\Administration.aprx

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

N
W E
S

# CITY OF SHERMAN

## Annexation - Plainview Road
## (57.88 Acres)



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **D. 2.**

**Meeting Date:** 01/19/2021

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6353**

Extending the Corporate Limits of Said City so as to Annex an Area of Land consisting of Approximately 136.94 acres generally located North of U.S. Highway 82, East of F.M. 1417, and West of Plainview Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be entitled to the Rights and Privileges of other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

**Issue:**

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 136.94 acres of land situated north of U.S. Highway 82, east of F.M. 1417, and west of Plainview Road, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

**Background:**

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its January 4th meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the January 19th regular Council meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owner/developer, Heritage Ranch Land Holdings, LTD., a Texas limited partnership, by Covenant Development Partners, LLC, a Texas limited liability company, its general partner.

This property is part of the requested approximate 440 acre Heritage Ranch Planned Development, being considered by the Council in a separate agenda item on this agenda. Heritage Ranch is a mixed-used Planned Development that is expected to include single-family, multi-family, retail, commerical/office, entertainment, hospitality, and other amenities and uses.

**Origination:**

Letter requesting annexation by Heritage Ranch Land Holdings, LTD., a Texas limited partnership, by Covenant Development Partners, LLC, a Texas limited liability company, its general partner, subject Property Owner / Developer

**Financial Consideration:**

Once developed, the additional property taxes on the land raised from this annexation are estimated at about $740,000.00 annually, which approximates the estimated costs associated with providing general City services.

**Staff Recommendation:**

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 136.94 acre tract of land located north of U.S. Highway 82, east of F.M. 1417, and west of Plainview Road, adjacent to the Sherman city limits and in the City of Sherman's ETJ.

**Alternatives:**

As directed by the City Council

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**Attachments**

Ordinance No. 6353
Request for Annexation
Annexation Schedule
Exhibit A - Legal Description
Exhibit A - Annexation Drawing
Aerial Location Map

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**ORDINANCE NO. 6353**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 136.94 ACRES GENERALLY LOCATED NORTH OF U.S. HIGHWAY 82, EAST OF F.M. 1417 AND WEST OF PLAINVIEW ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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**, Heritage Ranch Land Holdings, LTD., a Texas limited partnership, by Covenant Development Partners, LLC, a Texas limited liability company, its general partner ("Landowner"), is the sole owner of real property within that certain area of land consisting of 136.94± acres, situated in the Uriah Burns Survey, Abstract No. 121, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

**WHEREAS**, Landowner submitted an application to the City of Sherman, Texas ("Sherman"), requesting voluntary annexation of the Property into the city limits of Sherman; and

**WHEREAS**, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

**WHEREAS**, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, prior to conducting the public hearings required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

**WHEREAS**, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, the City Council finds that the field notes close the boundaries of the Property; and

**WHEREAS**, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

**WHEREAS**, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law;

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

**SECTION 1: Findings Incorporated.** That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Annexation Service Plan Agreement.** That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

**SECTION 3: Property Annexed**. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 136.94± acres, situated in the Uriah Burns Survey, Abstract No. 121; said Property is more particularly described and depicted in Exhibit A.

**SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations**. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

**SECTION 5: Official Map and Boundaries Amended**. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

**SECTION 6: Unlawful Use**. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280 ("Zoning Ordinance"), as they exist or may be amended, and it shall be unlawful for any person to construct on the Property any

building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

**SECTION 7: Penalty**. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 8: Savings/Repealing**. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 9: Severability**. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 10: Effective Date**. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**SECTION 11: Public Meeting**. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.**

**INTRODUCED** on this the _____ day of _____, 2021.

**ADOPTED** on this the _____ day of _____, 2021.

**EFFECTIVE DATE** on this the _____ day of _____, 2021.

**CITY OF SHERMAN, TEXAS**

**BY:** _____

**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM AND CONTENT:**
**THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

**Exhibit A**
**Legal Description and Depiction of the Property**

UNDERWOOD
DRAFTING & SURVEYING, INC.

JOB NO. 20110954
LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 1704.49 feet to a point in the center of said Plainview road.

Thence over and across said 356.00 acre tract of land the following calls and distances:
Thence North 89°29'30"West a distance of 2655.21' to a point which is 500.00' from and perpendicular to the centerline of F.M. 1417;
Thence with a curve to the left with an arc length of 1338.12', with a radius of 3341.49', with a chord bearing of North 19°26'52" West, with a chord length of 1329.19' to a point;
Thence North 30°55'12"W a distance of 861.14' to a point;

Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 402.09 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

3404 INTERURBAN ROAD • DENISON, TEXAS 75021 • 903-465-2151 • FAX 903-465-2152

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2006, recorded in Volume 4134, Page 899, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 136.94 acres of land more or less.

I, DOUGLAS W. UNDERWOOD, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THAT THE ABOVE DESCRIBED 136.94 ACRE ANNEXATION PARCEL METES AND BOUNDS DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE AND IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN NOVEMBER, 2020.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
11-12-2020

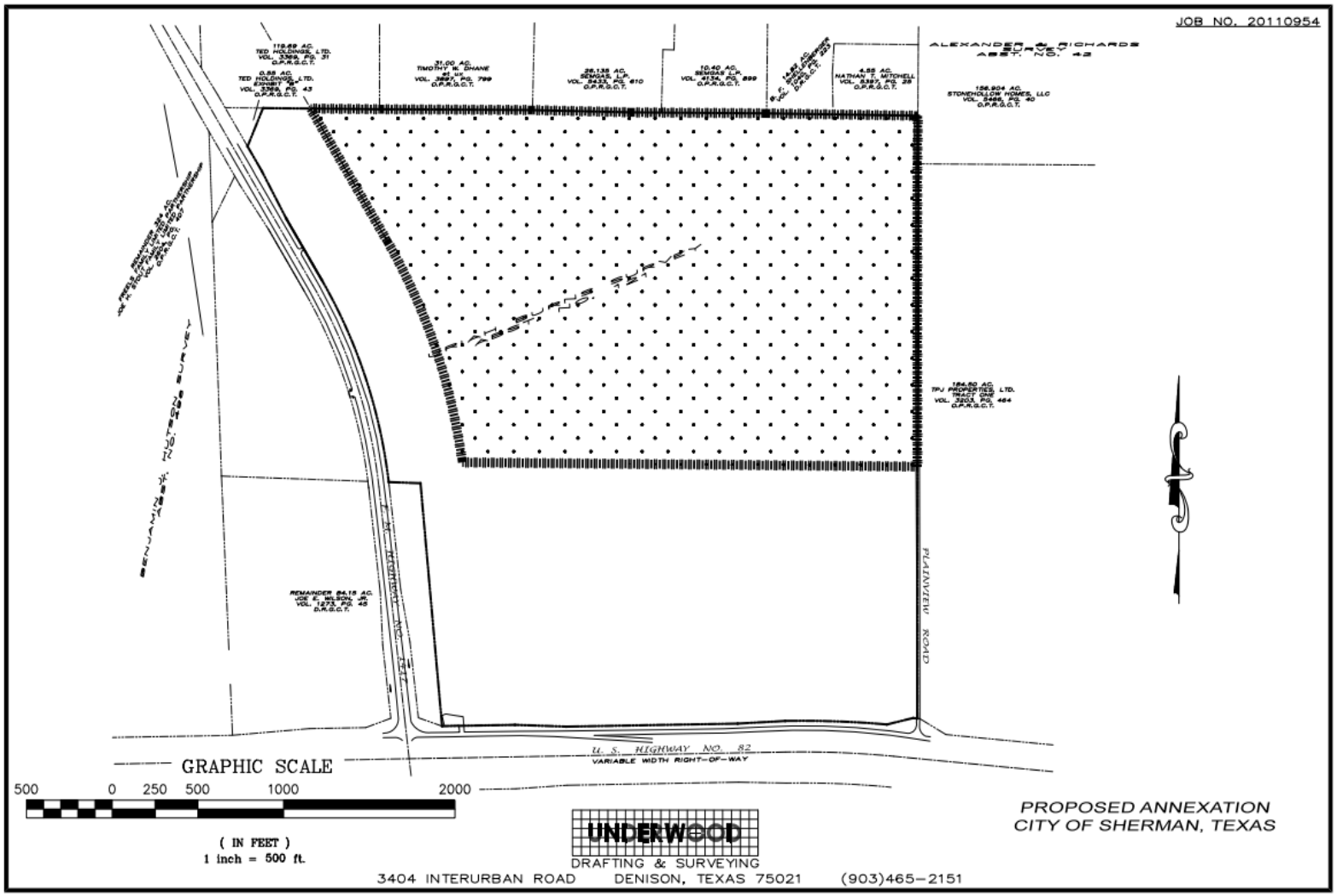

JOB NO. 20110954
ALEXANDER C. RICHARDS SURVEY ABST. NO. 43
BENJAMIN F. NICHOLS SURVEY
PLAINVIEW ROAD
U. S. HIGHWAY NO. 82
VARIABLE WIDTH RIGHT-OF-WAY
GRAPHIC SCALE
500 0 250 500 1000 2000
( IN FEET )
1 inch = 500 ft.
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151
PROPOSED ANNEXATION
CITY OF SHERMAN, TEXAS

**Exhibit B**
**Annexation Service Plan Agreement**

## ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and HERITAGE RANCH LAND HOLDINGS, LTD., a Texas limited partnership, by Covenant Development Partners, LLC, a Texas limited liability company, its general partner ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 136.94± acres, situated in the Uriah Burns Survey, Abstract No. 121, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and it citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

   (a) Police Services.

      (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

   (b) Fire Services.

      (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, charges and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

HERITAGE RANCH LAND HOLDINGS, LTD.
Attn: Ryan Johnson
P.O. Box 670
Sherman, Texas 75091
Telephone: (903) 893-8500
Email: ryan@covdevelopment.com

10. **Release**. **LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law

principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement**.

18. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: 1/5/2021

**Attested to by:**

_____
Linda Ashby, City Clerk

**Approved as to Form and Content:**
**The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.**

By: _____
Name: Ryan D. Pittman
Title: City Attorney

**HERITAGE RANCH LAND HOLDINGS, LTD., a Texas limited partnership**
**By: Covenant Development Partners, LLC, a Texas limited liability company, its general partner**

By: _____
Printed Name: Ryan Johnson
Title: President of Covenant Development Partners, LLC
Date: 12/29/20

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

**BEFORE ME**, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS, a home-rule municipality**, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

**IN WITNESS WHEREOF,** I have hereunto set my hand and seal of office this 5th day of January, 2021.

LINDA ASHBY
NOTARY PUBLIC
STATE OF TEXAS
ID # 382275-0
My Comm. Expires 06-06-2022

Linda Ashby
Notary Public, State of Texas
My Commission Expires: 6/6/2022

**STATE OF TEXAS** §
§
**COUNTY OF** Grayson §

**BEFORE ME,** the undersigned authority, on this day personally appeared **Ryan Johnson, President of Covenant Development Partners, LLC, a Texas limited liability company, general partner of Heritage Ranch Land Holdings, Ltd., a Texas limited partnership**, known to me to be to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of office this 29th day of December, 2020.

REGINA SLAUGHTER
Notary Public, State of Texas
Comm. Expires 10-16-2021
Notary ID 11006001

Regina L. Slaughter
Notary Public, State of Texas
My Commission Expires: 10-16-21

Exhibit A

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 1704.49 feet to a point in the center of said Plainview road.

Thence over and across said 356.00 acre tract of land the following calls and distances:

Thence North 89°29'30"West a distance of 2655.21' to a point which is 500.00' from and perpendicular to the centerline of F.M. 1417;

Thence with a curve to the left with an arc length of 1338.12', with a radius of 3341.49', with a chord bearing of North 19°26'52" West, with a chord length of 1329.19' to a point;

Thence North 30°55'12"W a distance of 861.14' to a point;

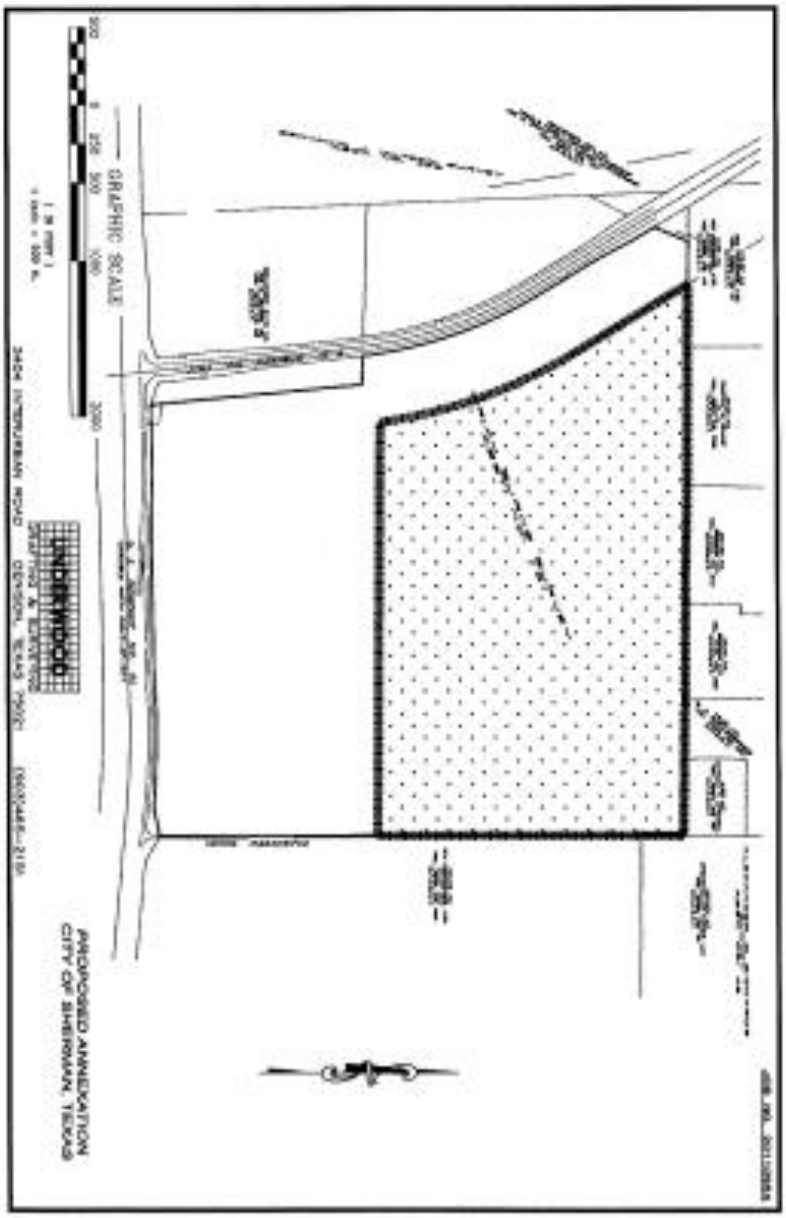
Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 402.09 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2006, recorded in Volume 4134, Page 899, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 136.94 acres of land more or less.


GRAPHIC SCALE
PROPOSED ANNEXATION
CITY OF SHERMAN, TEXAS

# Heritage Ranch Land Holdings, Ltd.

November 17, 2020

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090

Re: Request for Annexation

Dear Mr. Hefton:

Heritage Ranch Land Holdings, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, Heritage Ranch Land Holdings, Ltd. requests that the City of Sherman annex 136.94 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 136.94 acre tract ("Tract") of land is attached to this request.
3. Heritage Ranch Land Holdings, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the east, US Highway 82 on the south, and FM 1417 on the west.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch West. It is the desire of Heritage Ranch Land Holdings, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch East.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

Sincerely,

T. Ryan Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500

# ANNEXATION SCHEDULING PLAN

**Annexation of approximately 136.94 acres of land adjacent to the city limits, located North of U.S. Hwy 82, East of F.M. 1417 and West of Plainview Road, being more specifically described as:**
**HERITAGE RANCH WEST**

| | |
|---|---|
| Monday, January 4, 2021…..…….. | City Council sets public hearing date and accepts annexation application. |
| Tuesday, January 5, 2021…… | Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. |
| Wednesday, January 6, 2021…….…… | Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing. |
| Thursday, January 14, 2021…..…… | Post notice of public hearing as required by Open Meetings Act. |
| Tuesday, January 19, 2021……..... | Hold public hearing. (Called Council Meeting) |
| Tuesday, January 19, 2021...…….. | Adopt ordinance. (Called Council Meeting) |

UNDERWOOD

DRAFTING & SURVEYING, INC.

JOB NO. 20110954
LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 1704.49 feet to a point in the center of said Plainview road.

Thence over and across said 356.00 acre tract of land the following calls and distances:

Thence North 89°29'30"West a distance of 2655.21' to a point which is 500.00' from and perpendicular to the centerline of F.M. 1417;

Thence with a curve to the left with an arc length of 1338.12', with a radius of 3341.49', with a chord bearing of North 19°26'52" West, with a chord length of 1329.19' to a point;

Thence North 30°55'12"W a distance of 861.14' to a point;

Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 402.09 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

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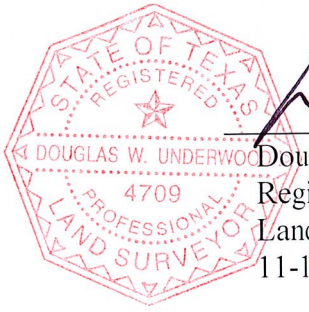
I, DOUGLAS W. UNDERWOOD, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THAT THE ABOVE DESCRIBED 136.94 ACRE ANNEXATION PARCEL METES AND BOUNDS DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE AND IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN NOVEMBER, 2020.




Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
11-12-2020

JOB NO. 20110954

119.69 AC.
TED HOLDINGS, LTD.
VOL. 3369, PG. 31
O.P.R.G.C.T.

0.55 AC.
TED HOLDINGS, LTD.
EXHIBIT "B"
VOL. 3369, PG. 43
O.P.R.G.C.T.

31.00 AC.
TIMOTHY W. DHANE
et ux
VOL. 3897, PG. 799
O.P.R.G.C.T.

26.135 AC.
SEMGAS, L.P.
VOL. 5433, PG. 610
O.P.R.G.C.T.

10.40 AC.
SEMGAS L.P.
VOL. 4134, PG. 899
O.P.R.G.C.T.

14.82 AC.
STELLENBERGER
VOL. 1040, PG. 223
D.R.G.C.T.

4.55 AC.
NATHAN T. MITCHELL
VOL. 5397, PG. 25
O.P.R.G.C.T.

ALEXANDER & RICHARDS SURVEY
ABST. NO. 42

156.904 AC.
STONEHOLLOW HOMES, LLC
VOL. 5466, PG. 40
O.P.R.G.C.T.

REMAINDER 324 AC.
FREELS FAMILY LIMITED PARTNERSHIP
JOE H. STOUT FAMILY LIMITED PARTNERSHIP
VOL. 2604, PG. 407
O.P.R.G.C.T.

BENJAMIN F. STOUT SURVEY
No. 480

TRAVIS SURVEY

184.50 AC.
TPJ PROPERTIES, LTD.
TRACT ONE
VOL. 3203, PG. 464
O.P.R.G.C.T.

REMAINDER 84.15 AC.
JOE E. WILSON, JR.
VOL. 1273, PG. 45
D.R.G.C.T.

F. M. HIGHWAY NO. 1417

PLAINVIEW ROAD

U. S. HIGHWAY NO. 82
VARIABLE WIDTH RIGHT-OF-WAY

GRAPHIC SCALE

500 0 250 500 1000 2000

( IN FEET )
1 inch = 500 ft.

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

PROPOSED ANNEXATION
CITY OF SHERMAN, TEXAS

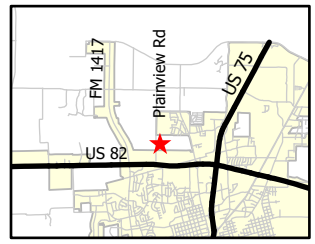
dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Administration\Administration.aprx

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

N
W E
S

# CITY OF SHERMAN

## Annexation - Plainview Road
## (136.94 Acres)



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **D. 3.**

**Meeting Date:** 01/19/2021

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6354**

Amending Section 6.11, Subsection (5)(A), and Section 12, Ordinance No. 2280, so as to Rezone Property generally located in the 3500-4500 blocks of North F.M. 1417 (Heritage Parkway) and the 600-1900 blocks of West U.S. Highway 82, being approximately 439 acres in the John Jennings Survey, Abstract No. 647, and the Uriah Burns Survey, Abstract No. 121, as a Planned Development District Subject to this Ordinance and Ordinance No. 2280 (TPJ Properties LTD and Heritage Ranch Land Holdings, LTD, Owners; Ryan Johnson, Representative; Covenant Development, Developer; Norris Design, Planner/Landscape Architect; JHP, Architect; and Underwood Drafting and Surveying, Surveyor); Providing that the Property is Rezoned and Placed in the Zoning Classification of Planned Development; Describing the Property to be Rezoned; Providing a Penalty not to Exceed $2,000.00

**Issue:**

To consider the request of TPJ Properties LTD and Heritage Ranch Land Holdings, LTD (Owners), Ryan Johnson (Representative), Covenant Development (Developer), Norris Design (Planner/Landscape Architect), JHP (Architect) and Underwood Drafting and Surveying (Surveyor) for the property located in 3500-4500 blocks of North F.M. 1417 (Heritage Parkway) and the 600-1900 blocks of West U.S. Highway 82, being approximately 439 acres in the John Jennings Survey, Abstract No. 647 and the Uriah Burns Survey, Abstract No. 121 for a Planned Development for the Heritage Ranch Planned Development

**Background:**

The property is located in the 3500-4500 blocks of North F.M. 1417 (Heritage Parkway) and the 600-1900 blocks of West U.S. Highway 82 on the north side of U.S. Highway 82, between Travis Street and F.M. 1417 (Heritage Parkway). The property is zoned an R-A (Single Family Agricultural) District, R-1 (One Family Residential) District and C-1 (Retail Business) District.

The Heritage Ranch Planned Development is a multi-use development and community encompassing approximately 439 acres. The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The development is located within the growing northwest quadrant of Sherman having Highway 82 as its southern boundary and being less than a mile from Highway 75 to the east. The site is bounded by F.M. 1417 (North Heritage Parkway) on the west and connected to North Travis to the east.

**Origination:**

TPJ Properties LTD and Heritage Ranch Land Holdings, LTD (Owners)
Ryan Johnson (Representative)
Covenant Development (Developer)
Norris Design (Planner/Landscape Architect)
JHP (Architect)
Underwood Drafting and Surveying (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the December 15, 2020 regular meeting, the Planning and Zoning Board voted 7/0 to recommend to the City Council that the Planned Development be approved subject to the Staff Review Letter.

**Alternatives:**

The City Council could deny the request.

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**Attachments**

Ordinance No. 6354
Exhibit 1 - Legal Description
Exhibit 2 - Development Standards
Exhibit 3 - Zoning Exhibit
Location Map
Zoning Map
Zoning Sign Photo
Annexation Request
Staff Review Letter
Planned Development
Comments from Halff Associates, Inc.
P&Z Communication
Revised Planned Development Plan

---

**ORDINANCE NO. 6354**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, SUBSECTION (5)(A), AND SECTION 12, ORDINANCE NO. 2280, SO AS TO REZONE PROPERTY GENERALLY LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, BEING APPROXIMATELY 439 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, AS A PLANNED DEVELOPMENT DISTRICT SUBJECT TO THIS ORDINANCE AND ORDINANCE NO. 2280 (TPJ PROPERTIES LTD AND HERITAGE RANCH LAND HOLDINGS, LTD, OWNERS; RYAN JOHNSON, REPRESENTATIVE; COVENANT DEVELOPMENT, DEVELOPER; NORRIS DESIGN, PLANNER/ LANDSCAPE ARCHITECT; JHP, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING THAT THE PROPERTY IS REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT; DESCRIBING THE PROPERTY TO BE REZONED; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; 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 Ordinance; and

**WHEREAS,** the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and 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 rezone the property as described in this Ordinance.

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property described in **Exhibit 1 – Legal Description**, attached hereto (the "Property"), generally located in the 3500-4500 Blocks of North FM 1417 (Heritage Parkway) and the 600-1900 Blocks of West U.S. Highway 82, and all streets, roads and alleyways contiguous and/or adjacent thereto, is hereby

rezoned and placed in the Planned Development District, and that Section 6.11, Subsection (5)(A), and Section 12 of Ordinance No. 2280 is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit 2 – Development Standards; and
- Exhibit 3 – Zoning Exhibit (Conceptual Plan).

The Property shall be developed in compliance with the standards set forth herein, in Exhibit 2 and Exhibit 3 and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit 2 and Exhibit 3 shall prevail in that order.

**SECTION 2.** That this Ordinance hereby mandates the following additional requirements:

Zoning:

1. All aspects of the City's General Zoning Ordinance No. 2280, as amended, including but not limited to regulations applicable to the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.
4. All aspects of the City's Floodplain Ordinance must be followed.
5. Street names will need to be approved by the Building and Zoning Department before the plat is filed at the Grayson County Courthouse.

Engineering:

6. Platting of the property is required.
7. Drive approaches and sidewalks must conform to City of Sherman standard and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.

8. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval. Ownership and Maintenance information to be shown on plat.
9. Approval conditional upon addressing comments by Engineering Department submitted via email to Developer on December 07, 2020.
10. Proposed development lies within Airport Airspace Map for North Texas Regional Airport (NTRA). Verify development is a compatible with NTRA airspace.

**SECTION 3.** That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

**SECTION 4**. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

**SECTION 5.** That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 6.** That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 7.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 8.** 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.

**SECTION 9.** That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.**

**INTRODUCED** on this the _____ day of _____, 2021.

**ADOPTED** on this the _____ day of _____, 2021.

**EFFECTIVE DATE** on this the _____ day of _____, 2021.

**CITY OF SHERMAN, TEXAS**

**BY:** _____
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

**APPROVED AS TO FORM**
**AND CONTENT:**
**THE LAW FIRM OF ABERNATHY,**
**ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

# Exhibit 1 - Legal Description

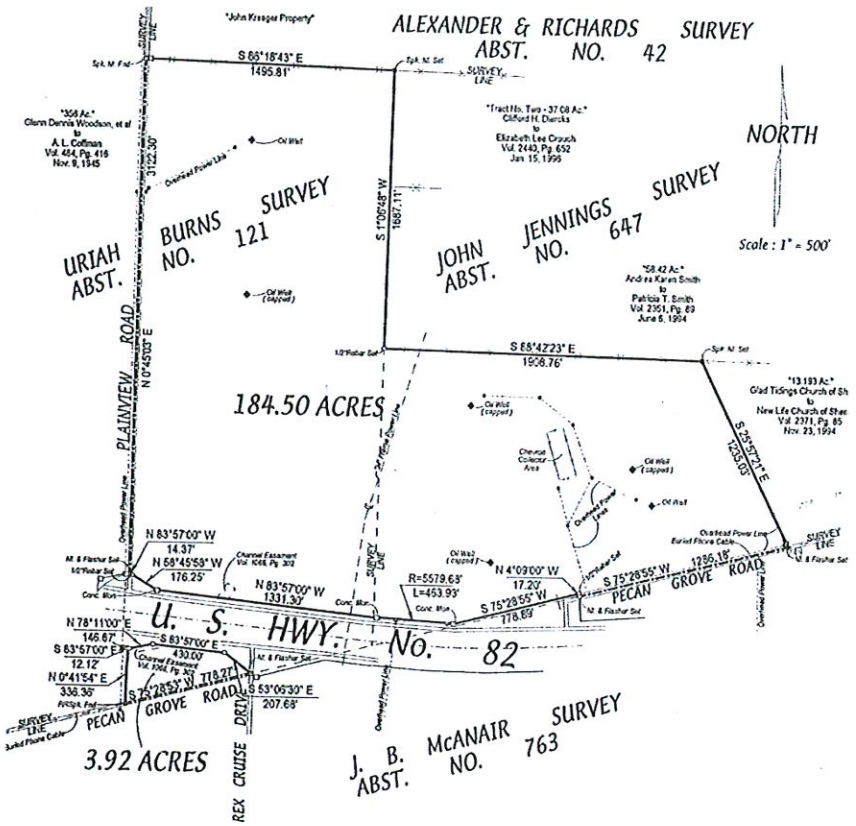


Exhibit 1 - Legal Description

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the URIAH BURNS SURVEY, Abstract No. 121, and the JOHN JENNINGS SURVEY, Abstract No. 647, being a part of a 328 acre tract of land conveyed by N. A. Birge to James M. Head by deed dated May 17, 1898, recorded in Volume 123, Page 265, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set spike nail and flasher at the intersection of the center of a public road known as Plainview Road, the West line of said 328 acre tract, the East line of a 356 acre tract of land conveyed by Glenn Dennis Woodson, Independent Executor of the Estate of S. P. Woodson, deceased, et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, with the North line of U. S. Highway No. 82;

THENCE North 00 deg. 45 min. 03 sec. East, with the center of said Plainview Road, the West line of said 328 acre tract, the East line of said 356 acre tract, a distance of 3122.30 feet to a found spike nail maintaining the the most Westerly Northwest corner of said 328 acre tract, an ell corner of said Burns Survey, the Southwest corner of the Alexander & Richards Survey, Abstract No. 42;

THENCE South 88 deg. 18 min. 43 sec. East, with a North line of said Burns Survey, the South line of said Alexander & Richards Survey, at a distance of 41.2 ft. passing a cross tie fence corner post on the East side of said road, and continuing with the general line of a fence for a total distance of 1495.81 feet to a found spike nail at the base of a fence corner post for the most Westerly Northeast corner of said 328 acre tract, the most Easterly Northeast corner of said Burns Survey, the Northwest corner of said Jennings Survey, the Northwest corner of a 37.08 acre tract of land described in Tract No. Two in deed from Clifford H. Diercks to Elizabeth Lee Crouch, dated January 15, 1996, recorded in Volume 2440, Page 652, Official Public Records, Grayson County, Texas;

THENCE South 01 deg. 06 min. 48 sec. West, with the general line of a fence, an East line of said Burns Survey, the West line of both said Jennings Survey, and 37.08 acre tract, passing its Southwest corner, the Northwest corner of a 58.42 acre tract of land conveyed by Andrea Karen Smith to Patricia T. Smith by deed dated June 6, 1994, recorded in Volume 2351, Page 89, Real Property Records, Grayson County, Texas, and continuing for a total distance of 1687.11 feet to a found 1/2 inch rebar 3 feet West of a fence corner post, said rebar maintaining the Southwest corner of said 58.42 acre tract, an ell corner of said 328 acre tract;

THENCE South 88 deg. 42 min. 23 sec. East, with the

Exhibit 1 - Legal Description



THENCE South 25 deg. 57 min. 21 sec. East, with the general line of a fence, a distance of 1235.03 feet to a found spike nail and flasher for the Southwest corner of said 13.193 acre tract, in the center of a public road known as Pecan Grove Road, and on the South line of both said 328 acre tract, and Jennings Survey, the North line of the J. B. McAnair Survey, Abstract No. 763;

THENCE South 75 deg. 28 min. 55 sec. West, with the center of said Pecan Grove Road, the South line of both said 328 acre tract, and Jennings Survey, the North line of said McAnair Survey, a distance of 1286.18 feet to a found spike nail and flasher at the intersection of the center of said road, the South line of both said 328 acre tract and Jennings Survey, the North line of said McAnair Survey, with the North right-of-way line of said U. S. Highway No. 82;

THENCE in a Westerly direction with the North right-of-way line of line of said U. S. Highway No. 82, the following calls and distances:

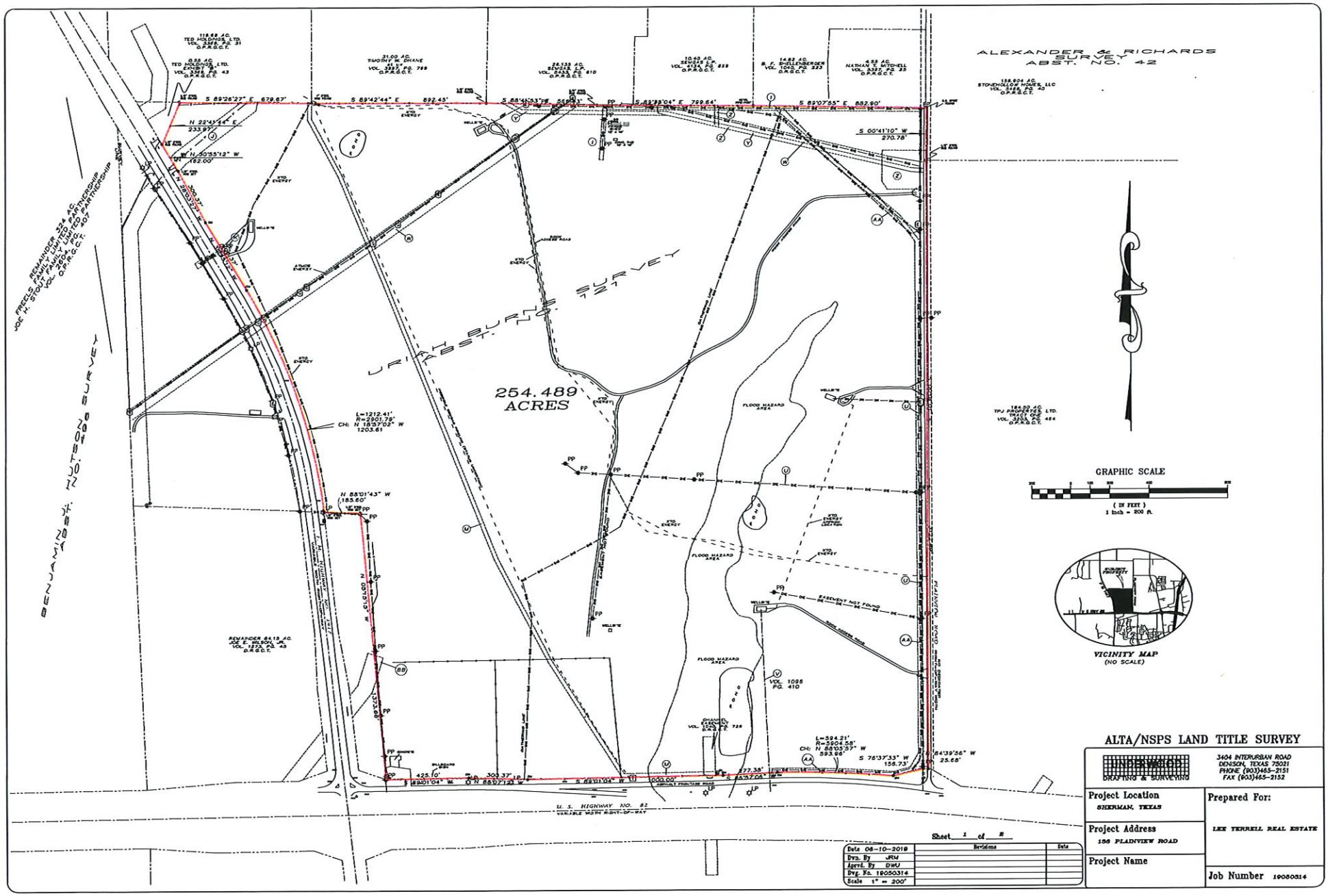
North 04 deg. 09 min. 00 sec. West, a distance of 17.20 feet to a found 1/2 inch rebar;
South 75 deg. 28 min. 55 sec. West, a distance of 778.89 feet to a found concrete right-of-way monument;
With a curve to the right having a radius of 5579.68 ft., (chord bears North 86 deg. 19 min. 55 sec. West, 463.79 ft.), a distance of 463.93 feet to a found concrete right-of-way monument;
North 83 deg. 57 min. 00 sec. West, a distance of 1331.30 feet to a found concrete right-of-way monument;
North 58 deg. 45 min. 58 sec. West, a distance of 176.25 feet to a found 1/2 inch rebar;
North 83 deg. 57 min. 00 sec. West, a distance of 14.37 feet to the PLACE OF BEGINNING and containing **184.50 ACRES OF LAND** more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 8 th day of October, 1996 and re-surveyed in September, 2001 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

Marshall Sartin, R.P.L.S. #3694

STATE OF TEXAS
REGISTERED

# Exhibit 1 - Legal Description



# Exhibit 1 - Legal Description

## LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Urish Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 358 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 8, 1948, recorded in Volume 484, Page 818, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found marking the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along a line near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 186.904 acres conveyed by First National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5488, Page 40, Official Public Records, Grayson County, Texas, said spike also marking the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Bulles and Christy L. Bulles to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5367, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found marking and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 186.904 acre tract, and the Northwest corner of the same tract of land described as 184.60 acres and referred to as Tract One as conveyed by John H. Beeler, Jr. Trustee and Amy H. Fennell, Co-Trustees to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 484, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 3122.42 passing a spike nail at the called for Southwest corner of the said 184.60 acre tract and continuing for a total distance of 3132.89 feet to a point for the Southeast corner of the herein described tract at the intersection of said East line of the Coffman tract with the North right-of-way line of U. S. Highway No. 82;

Thence North 84°38'56" West with said North right-of-way line a distance of 25.68 feet to an angle point from which a concrete monument bears South 84°50' East a distance of 1.2 feet;

Thence North 78°37'33" West continuing with said North right-of-way line a distance of 158.73 feet to a concrete monument found at an angle point;

Thence in a westerly direction continuing with said North right-of-way line along a curve to the left having a radius of 2804.58 feet, (chord bears North 88°05'57" West, 593.88 feet), an arc distance of 594.31 feet to a concrete monument marking the end of said curve;

Thence South 84°57'08" West continuing with said North right-of-way line a distance of 277.38 feet to a concrete monument at an angle point;

Thence South 89°01'04" West continuing with said North right-of-way line a distance of 1000.00 feet to a concrete monument at an angle point;

Thence North 88°07'12" West continuing with said North right-of-way line a distance of 300.37 feet to a concrete monument at an angle point;

Thence South 89°01'04" West a distance of 425.10 feet to a concrete monument at the intersection of said North right-of-way line of Highway No. 82 with the Southerly West line of the said Coffman tract and East line of the same tract of land described as 84.18 acres conveyed by Lucia Schlegel Wilson et ux to Joseph E. Wilson, Jr. by deed dated February 8, 1974, recorded in Volume 1273, Page 145, said Deed Records;

Thence North 00°15'15" West, a distance of 1372.68 feet to a 1/2" steel rod set marking an inside "L" corner to the said Coffman tract and the Northeast corner of the said Wilson tract;

Thence North 88°01'43" West a distance of 183.80 feet to a 1/2" steel rod set for the most Westerly Southwest corner of the herein described tract at the intersection of the Westerly South line of the said Coffman tract and North line of the said Wilson tract with the East right-of-way line of F. M. Highway No. 1417;

Thence in a Northerly direction with said East right-of-way line of Highway No. 1417 along a curve to the left having a radius of 2801.79 feet, (chord bears North 18°09' West 1203.61 feet), an arc distance of 1212.41 feet to a concrete monument at the end of said curve;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 405.37 feet to a concrete monument at an angle point;

Thence North 28°03'28" West continuing with said East right-of-way line a distance of 300.37 feet to a 1/2" steel rod set at an angle point;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 182.00 feet to a 1/2" steel rod found at the intersection of said East right-of-way line with the most Westerly West line of the said Coffman tract, said rod also marking the South corner of the same tract of land described as 0.85 acres and referred to in Exhibit "B" as conveyed by Estes Properties, Inc. to Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3589, Page 43, said Official Public Records;

Thence North 22°41'44" East a distance of 233.97 feet to a 1/2" steel rod found marking the Northwest corner of the said Coffman tract and the Northeast corner of the said 0.85 acre tract in the South line of the same tract of land described as 119.68 acres conveyed by said Estes Properties, Inc. to said Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3588, Page 31, said Official Public Records;

Thence South 89°28'27" East with the general course of a fence along the North line of the said Coffman tract, a distance of 878.68 feet to a 1" steel rod found marking the Southeast corner of the said 119.68 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Thomas M. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3597, Page 788, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.43 feet to a 1/2" steel rod found marking the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to Bamboo, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 810, said Official Public Records;

Thence South 89°41'53" East a distance of 568.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°33'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dennis Hite Mitchrson, Ltd. to SJW SemGas, LP. by deed dated October 8, 2008, recorded in Volume 4131, Page 899, said Official Public Records, and continuing for a total distance of 798.68 feet to a metal corner post marking the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shallenberger by deed dated October 29, 1993, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'25" East continuing with said fence, passing the most Southerly Southeast corner of the said Shallenberger tract and the Southwest corner of the said 4.85 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 865.8 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 254.489 acres of land more or less.

## EASEMENT NOTES

G. Easement to The Texas Pipeline Company, of record in Volume 1279 at Page 199 of the Deed Records of Grayson County, Texas.
Affects the subject property.

I. Easement and Right of Way to Texas Power & Light Company and General Telephone Company of the Southwest, of record in Volume 1980 at Page 199 of the Real Property Records of Grayson County, Texas.
Affects the subject property as shown.

J. Easement for Right of Way to North Texas Municipal Water District, The Greater Texoma Utility Authority and the City of Sherman, of record in Volume 2023 at Page 682 of the Real Property Records of Grayson County, Texas.
Affects the subject property as shown.

K. Easement and Right of Way to Texas Power and Light Company a division of Texas Utilities Electric Company of record in Volume 2050 at Page 120 of the Real Property Records of Grayson County, Texas.
Affects the subject property as shown.

L. Right of Way to Koch Gathering Systems, Inc., in Volume 2140, Page 484, Real Property Records, Grayson County, Texas.
Affects the subject property as a blanket easement.

M. Easement to City of Sherman for utility purposes, of record in Volume 2237 at Page 840 of the Real Property Records of Grayson County, Texas.

U. Easements and rights of way in favor of Texas Power and Light Company of record in Volume 398, Page 486; Volume 414, Page 84; and Volume 805, Page 311, all of the Deed Records, Grayson County, Texas.
Affect the subject property as shown. Easement recorded in Volume 511, Page 399 appears to be abandoned.

V. Rights of way for pipeline in favor of Standard Oil Company, of record in Volume 817, Page 345; Volume 859, Page 265; and Volume 1095, Page 410, all of the Deed Records, Grayson County, Texas.
Affect the subject property. (All lines of reference not fully determined)

W. Rights of way in favor of Lone Star Gas Company of record in Volume 855, Page 235, (partially released by instrument of record in Volume 1276, Page 348) and in Volume 941, Page 239, (partially released by instrument of record in Volume 1276, Page 350) all of the Deed Records, Grayson County, Texas.
Affect the subject property as shown.

X. Easement in favor of Texas Power and Light Company and General Telephone Company of the Southeast of record in Volume 1033, Page 51, of the Deed Records, Grayson County, Texas.
Does not effect the subject property.

Y. Right of way in favor of The Texas Pipe Line Company of record in Volume 739, Page 28; Right of way in favor of Koch Industries of record in Volume 1132, Page 662; partially released by instrument of record in Volume 1278, Page 127, thereafter assigned by Matador Pipelines, Inc. by instrument of record in Volume 1424, Page 631, and Volume 2537, Page 798, all of the Deed Records, Grayson County, Texas. Agreement describing easement of record in Volume 1479, Page 51, of the Deed Records, Grayson County, Texas.
Affects the subject property as shown.

Z. Right of way grant in favor of Matador Pipelines, Inc. of record in Volume 1474, Page 648, and Volume 1479, Page 51, of the Deed Records, Grayson County, Texas.
Affects the subject property as shown.

AA. Right of way in favor of Oneok U.S.A., Inc. of record in Volume 1458, page 10, of the Deed Records, Grayson County, Texas.
Affects the subject property as shown.

BB. Channel easement granted to State of Texas in Cause No. 1828, a certified copy of same appears of record in Volume 947, Page 397, of the Deed Records, Grayson County, Texas.
Affects the subject property as shown.

## FLOOD ZONE NOTES

AS SHOWN, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A ZONE "A" FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48181C0270 F, REVISED DATE SEPTEMBER 29, 2010.

## GENERAL NOTES

1. Bearings are based on GPS observation, Texas State Plane Coordinate system, NAD83, North Central Zone.
2. Water & Sewer locations obtained from observed evidence and information from utility maps obtained from the City of Sherman, Texas; some locations are approximate.
3. There is no observed evidence of current earth moving work, building construction or building additions.
4. There is currently pavement renovation and construction being performed on F. M. Highway No. 1417.
5. There is no observed evidence of site being used as a solid waste dump, sump, or sanitary landfill.

S. H. S. Highway No. 82 and F. M. Highway No. 1417 are public rights-of-way maintained by the State of Texas. Plainview Road is a public road maintained by Grayson County.

~ NOTE ~

Exact status and completeness of locations of all pipelines on the subject property cannot be certified to.

## ZONING NOTES

A Southerly portion of the subject property lies within the Highway 75 & 82 Overlay District. A Westerly portion of the subject property lies within the F M 1417 Overlay District. Current Zoning is undetermined.

## CERTIFICATION

To:

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 13, 16, and 19 of Table A thereof. The field work was completed on June 7, 2019.

Date of Plat 6/10/19

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
FIRM NO. 10006300

STATE OF TEXAS · DOUGLAS W. UNDERWOOD · 4709 · REGISTERED · LAND SURVEYOR

VICINITY MAP
(NO SCALE)

LEGEND

| | |
|---|---|
| 1/2" STEEL ROD SET | BOUNDARY LINE |
| 1/2" STEEL ROD FOUND | PROPERTY LINE |
| CONCRETE MONUMENT | TV PEDESTAL |
| "X" CUT IN CONCRETE | EASEMENT LINE |
| FOUND P/K NAIL | BUILDING LINE |
| POWER POLE | BARBWIRE FENCE |
| WATER METER | OVERHEAD FENCE |
| GAS METER | STOCKADE FENCE |
| TELEPHONE PEDESTAL | GAS LINE |
| ELECTRIC TRANSFORMER | SEWER LINE |
| SEWER CLEANOUT | WATER LINE |
| AEROBIC SYSTEM | TELEPHONE LINE |
| CABLE MARKER | OVERHEAD ELECTRIC LINE |
| GUY WIRE | UNDERGROUND ELECTRIC LINE |
| FIRE HYDRANT | FIBER OPTIC LINE |
| LIGHT POLE | |
| DRAINAGE INLET | |
| TELEPHONE MANHOLE | |
| SIGN | |

Sheet 1 of #

| Revisions | Date |
|---|---|
| | |

Date 06-10-2019
Drn. By JRM
Apprvd. By DWU
Drg. No. 19050314
Scale 1" = 200'

# ALTA/NSPS LAND TITLE SURVEY

UNDERWOOD SURVEYING & DRAFTING & SURVEYING

3404 INTERURBAN ROAD
DENISON, TEXAS 75021
PHONE (903)465-2151
FAX (903)465-2152

| | |
|---|---|
| Project Location: SHERMAN, TEXAS | Prepared For: LEE TERRELL REAL ESTATE |
| Project Address: 186 PLAINVIEW ROAD | |
| Project Name | Job Number 19050314 |

Exhibit 2 - Development Standards

# HERITAGE RANCH

# PLANNED DEVELOPMENT

11 DECEMBER 2020

HR HERITAGE RANCH

Exhibit 2 - Development Standards

# HERITAGE RANCH

# PLANNED DEVELOPMENT

11 DECEMBER 2020

Submitted to:

**City of Sherman**

Sherman
CLASSIC TOWN. BROAD HORIZON.

Submitted by:

COVENANT DEVELOPMENT

Prepared by:

NORRIS DESIGN
Planning | Landscape Architecture | Branding

JHP
Architecture/Urban Design

HERITAGE RANCH

# Exhibit 2 - Development Standards

COVENANT DEVELOPMENT

Thank you for the opportunity to submit this Planned Development (PD) document to the City of Sherman. This document should be considered the Development Plan which contains the written terms and standards necessary to ensure compliance with the PD objectives and plans. Also, included in this document is the Conceptual Plan for the Heritage Ranch PD. The Conceptual Plan graphically defines the applicant's current intent for the development of the proposed Planned Development. The Conceptual Plan shows general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space, parks and pedestrian trail areas. We are excited about this Development Plan
and the community it defines.

HR HERITAGE RANCH

Exhibit 2 - Development Standards

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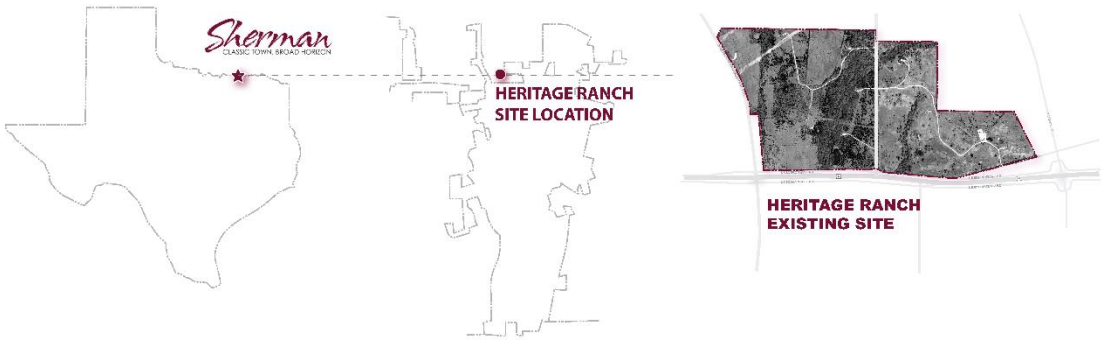
# Exhibit 2 - Development Standards

## I. INTRODUCTION

### A. PLAN OVERVIEW AND SITE




The **Heritage Ranch Planned Development (*PD*)** is a multi-use development and community encompassing approximately 439-acres located in and adjacent to Sherman, Texas (the "Development"). The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The use and development regulations set forth in the Heritage Ranch PD provides for and encourages development that contains a compatible mix of uses to allow citizens and visitors to work, play and recreate within the development.

In the event of a conflict between the City of Sherman Code of Ordinances and the regulations and standards contained in this document, this document shall control. Whenever this document is silent upon a regulation or design standard the City of Sherman Code of Ordinances shall control. Words shown in all CAPITAL LETTERS are defined terms in Section VIII. Definitions.

This 439-acre site is well located for land development. The site is located within the growing northwest quadrant of Sherman having Highway US 82 as its southern boundary and being less than a mile from Highway US 75 to the east. The US 75 corridor just north of US 82 has been one of the most active commercial destinations in Sherman. The site in bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the immediate east. The property is blessed with a rolling terrain that will aid development and potentially allow the owner to create a chain of lakes to link the development together and provide an amenity for citizens in Sherman.

Sherman is the county seat of Grayson County, Texas. The city's population is estimated at 43,662 in early 2020. It is one of the two principal cities in the Sherman–Denison Metropolitan Statistical Area, and it is part of the Texoma region of North Texas and southern Oklahoma, which establishes a large regional trade area for this site.

## B. DEVELOPMENT OBJECTIVES

The Heritage Ranch PD addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- *Create a quality development which will provide new jobs, quality homes and provide added revenue for the City of Sherman via sales and property tax income.*
- *Offer the potential for a variety of housing types responsive to current and future residents' desire for a mix of housing types.*
- *This plan offers the City of Sherman the potential for unique and special entertainment that can be the definition of destination orientated.*
- *Creating quality residential and non-residential development.*
- *Enhance the natural resources of the site to create land use value from the development of parks, lakes and open space as amenities for the community.*

## C. PLANNED DEVELOPMENT PURPOSE

The (PD) Planned Development is intended to provide for combining and mixing uses into integral land use units such as employment and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners.

## D. COMPONENTS OF THE PLANNED DEVELOPMENT

The Heritage Ranch PD is organized in the following manner with each element defining specific items and development patterns being executed in this plan.

### A. Conceptual Plan

The provisions of this document are presented through a Conceptual Plan with accompanying standards and design guidelines. The Conceptual Plan includes a depiction of general area regions, and general circulation patterns. The allocation of specific land uses, buildings and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage.

The Conceptual Plan is an overall guide to the development of the community. The Conceptual Plan illustrates a balanced community that incorporates residential, commercial, and entertainment uses in a walkable pedestrian community.

The Conceptual Plan is attached and incorporated herein as Exhibit "A" – Conceptual Plan and shall serve as the overall land use plan for the development. Included with Exhibit A is a table which summarizes the general land use acreage depicted on the Conceptual Plan. The acreage and regions shown thereon reflects general area and may be modified by up to 20% more or less to respond to specific changes in the market, as authorized by the DIRECTOR. The Planning and Zoning Commission may approve deviations of more than 20% but not more than 30% with the approval of a formal amendment to this document.

**B. Open Space Framework Plan**

This framework plan depicts the general physical location of park, open space and pedestrian trail amenities. These locations and alignments relate to future roadways and possible divisions of land use types. Some of these separations are created in their location due to an existing utility easement or ROW. It is the desire that these locations will correspond to a well-planned and pedestrian connected community. The lakes and adjacent space are formed in part due the existing topography and surface watershed. Again, it is the desire that the potential lake and/or lakes will be a signature element for the Heritage Ranch PD.

The Open Space Framework Plan is attached and incorporated herein as Exhibit "B" – Open Space Framework Plan and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Development. The exact location of each open space and trail shall be determined at the time of platting but shall generally follow the layout identified in the Open Space Framework Plan.

**C. Transportation Master Plan**

This supporting framework plan defines the general location of vehicular transportation routes. These locations relate to future streets and roadways being planned and constructed. All of the roads listed and their specific dimensions are from the current City of Sherman Throughfare Plan. These roadways are planned to align with other existing adjacent roads (Plainview Road and Rex Cruse Drive) also per the current City of Sherman Throughfare Plan. It is the desire of the Heritage Ranch PD to create a transportation network that allows good mobility to and from this site along with connectivity across Sherman.

The Transportation Master Plan is attached and incorporated herein as Exhibit "C" – Transportation Master Plan, and shall serve as the guiding document for the general locations and designs of ingress and egress to the development from public thoroughfares and the general locations of collector and arterial streets within the development. The exact locations of the access points to the development from public thoroughfares and the exact layout and design of collector and arterial streets within

the development shall be determined at the time of platting, but shall generally follow the Transportation Master Plan.

**D. Land Use Requirements**

This PD is divided into four (4) regions as identified in the Concept Plan. Each region is intended to allow for the development of unique and complimentary uses to the other regions, and especially those regions adjacent to one another. The following uses are the allowable (permitted) uses for each region. No other uses shall be permitted without approval by the Director.

**Permitted Uses – *Commercial***

This region is primarily intended for mixed-use retail, commercial and office uses.

Permitted Uses

AMUSEMENT SERVICES
BED AND BREAKFAST
CAR WASH
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
EDUCATIONAL FACILITY
ENTERTAINMENT
EXHIBITION HALL
FRATERNAL ORGANIZATION, LODGE, CIVIC CLUB, OR UNION
FUEL SALES
HOSPITAL
HOTEL
KIOSK
MANUFACTURING BUSINESS
MARKET (PUBLIC)
MEDICAL OFFICE/SERVICE
MICROBREWERY
OFFICE
OUTDOOR RECREATION
PARK/PLAYGROUND
PROFESSIONAL SERVICES
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SCHOOL, OTHER
SEASONAL USES
SERVICE BUSINESS
TELEMARKETING AGENCY

UTILITIES (PUBLIC)
VETERINARIAN CLINIC

**Permitted Uses – *Entertainment***
The Entertainment Region for events, mixed-use retail, and commercial uses.

Permitted Uses
AGRICULTURE
AMUSEMENT SERVICES
ARENA
BED AND BREAKFAST
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
ENTERTAINMENT
EXHIBITION HALL
FUEL SALES
HOSPITAL
HOTEL
KIOSK
LIVESTOCK SHOWING
LIVESTOCK STABLES
MANUFACTURING BUSINESS
MARKET (PUBLIC)
OFFICE
OUTDOOR RECREATION
PRIVATE CLUB
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SEASONAL USES
SERVICE BUSINESS
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

**Permitted Uses - *Residential***
This region is intended for a variety of residential development of varying DENSITY. Residential development within these areas consist of single-family and multi-family residences and TOWNHOUSES as the primary uses.

Permitted Uses
ACCESSORY DWELLING
ACCESSORY STRUCTURES
ASSISTED LIVING FACILITY
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP

COMMUNITY SERVICE
CONTINUING CARE RETIREMENT COMMUNITY
CONVALESCENT AND NURSING HOME
DWELLING, MULTI-FAMILY
DWELLING, ONE-FAMILY
EDUCATIONAL FACILITY
FAMILY HOME
INDEPENDENT SENIOR LIVING FACILITY
MEDICAL OFFICE/SERVICES
OUTDOOR RECREATION
PARK/PLAYGROUND
SCHOOL (K THROUGH 12)
TOWNHOUSE
UTILITIES (PUBLIC)

**Permitted Uses – *Park and Open Space***
This region is primarily intended for outdoor uses.

Permitted Uses
COMMUNITY GARDEN
GREENWAY
OPEN SPACE
OUTDOOR RECREATION
PEDESTRIAN TRAILS
PARK/PLAYGROUND
PUBLIC CORRIDOR
PUBLIC PARK, STATE PARK, MUNICIPAL PARK
PUBLIC PLAZA
PUBLIC STREETS
RESERVATION

The following uses shall be Prohibited Uses in the Commercial, Entertainment, Residential, and Park and Open Space Regions:

- Tattoo parlors
- Sexually oriented businesses
- Community Home
- Municipal – water treatment plant
- Municipal – wastewater treatment plant
- Electrical generating plant

**E. Architectural Requirements**

The architectural standards section governs the Commercial, Residential, Entertainment and Park and Open Space regions for architectural elements and

appurtenances related to the facade materials, roofs, service areas and other building standards.

**F. Site Requirements**

The site development standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

## II. SITE DEVELOPMENT STANDARDS

The Site Development Standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

### A. PUBLIC SPACES *(parks, trails, sidewalk, etc.)*

There are three (3) different types of public spaces in the Heritage Ranch PD -they include park and open space, pedestrian trails, and pedestrian sidewalks.

**A. Park and Open Space**

PARK and OPEN SPACE will be primarily green environment located along enhanced streets, lakes, and/or pedestrian corridors and will serve as a public destination. PARK and OPEN SPACE may include features such as pedestrian shade structures, tables, pedestrian benches, and walking paths. There is the possibility that some or all of the PARK and OPEN SPACE around the future lakes could be co-developed with the City of Sherman Parks Department for the use of citizens and flood retention (similar to Pecan Grove West and East Parks).

**B. Pedestrian Trails**

PEDESTRIAN TRAILS are to connect uses together and allow pedestrians a safe and healthy manner to traverse the development. Trails within the Heritage Ranch PD may run on existing utility easements and/or ROW's (overhead or underground).

**C. Pedestrian Sidewalk**

Within the Heritage Ranch PD pedestrian sidewalks will range from five feet to eight feet wide, as described in the Public Streets Section of this Document. The design intent provides enhanced pedestrian crossings at STREET INTERSECTIONS by minimizing curb to curb dimensions.

### B. PUBLIC STREETS

This Section describes proposed roadway design standards associated for the Heritage Ranch PD with each of the functional classifications as related to the City of Sherman Thoroughfare Plan. Roadway design standards are in the City of Sherman's Subdivision

Ordinance and include roadway design criteria and cross section elements for Major Thoroughfares (arterial) and Collector and Local streets. While street classification reflects the functions that roadways serve as part of the street network, roadway design standards are related to traffic volume, design capacity, and level of service.

**Minimum Driveway and Intersection Spacing and Separation**:

**A. Driveway and intersection spacing** (distance between driveways, measured edge-to-edge):

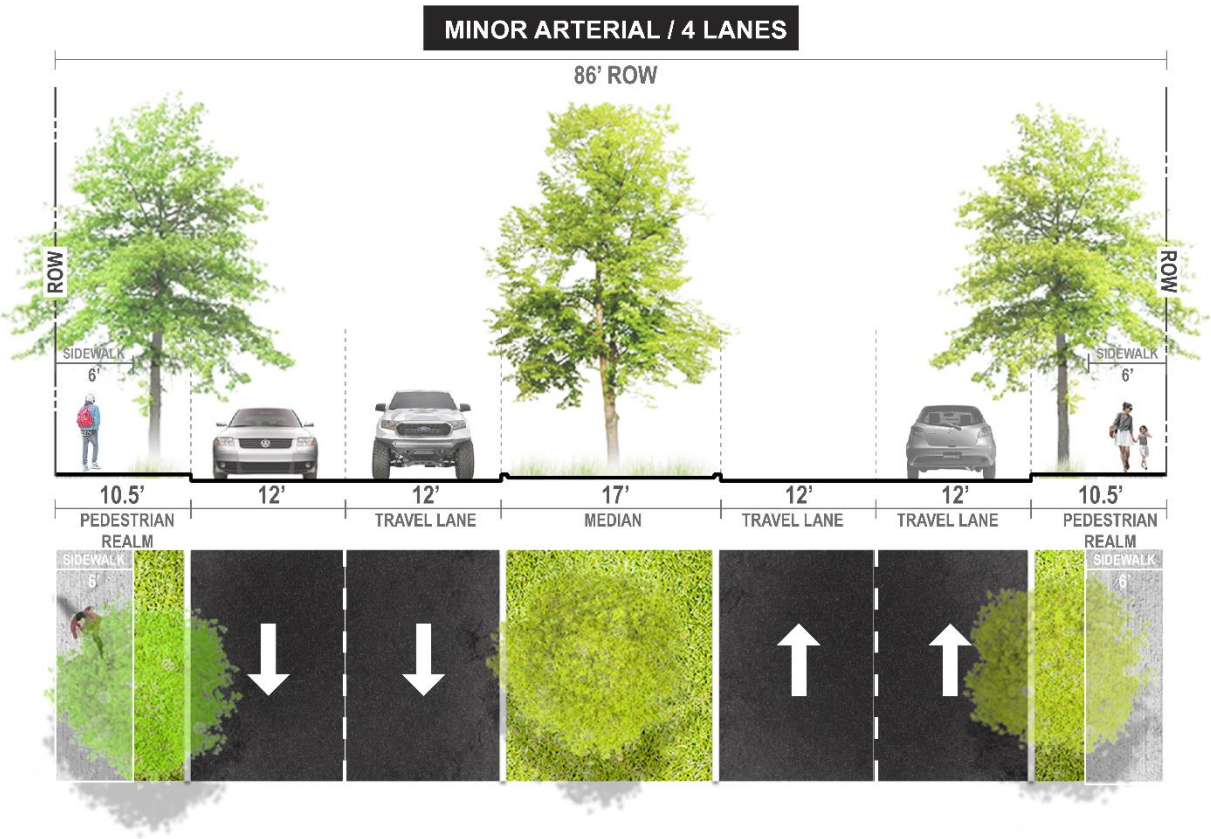
1. Highway/Frontage Road—One (1) driveway per three hundred (300) linear feet of LOT FRONTAGE or TxDOT regulations if applicable.
2. Minor Arterial street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
3. Collector street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
4. Minimum distance from driveway to street corner—Fifty (50) feet, as measured from the street corner radius point of tangency.

*[Remainder of page intentionally left blank]*

**B. Minor Arterial**

Arterial streets form an interconnecting network for broad movement of traffic in the Heritage Ranch PD development. Arterials typically accommodate between 30 and 40 percent of an area's travel volume. Since traffic movement, not land access, is the primary function of arterial, access management is essential to avoid traffic congestion and delays caused by turning movements for vehicles entering and exiting driveways.

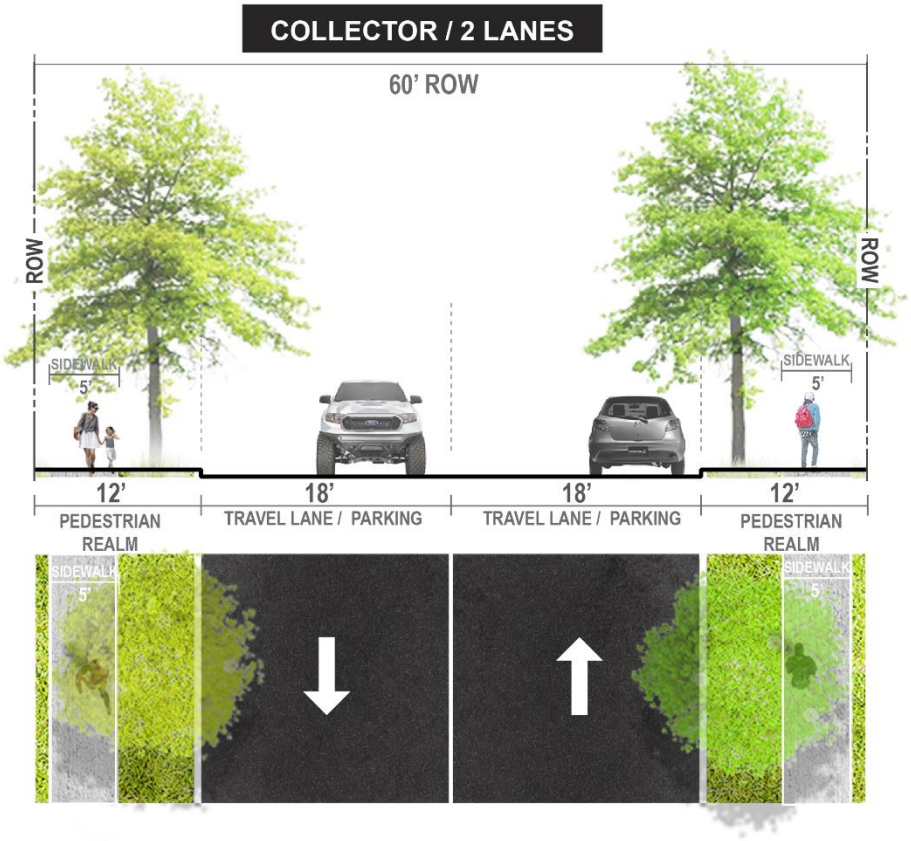
Minor Arterials focus on moving intra-regional traffic. These types of thoroughfares carry high volumes of traffic and also have relatively higher speeds as well. The number of lanes for a Minor Arterial are four (4) based on either the current or the future demands and the potential development. The cross section for this street type is shown below:



### C. Collector

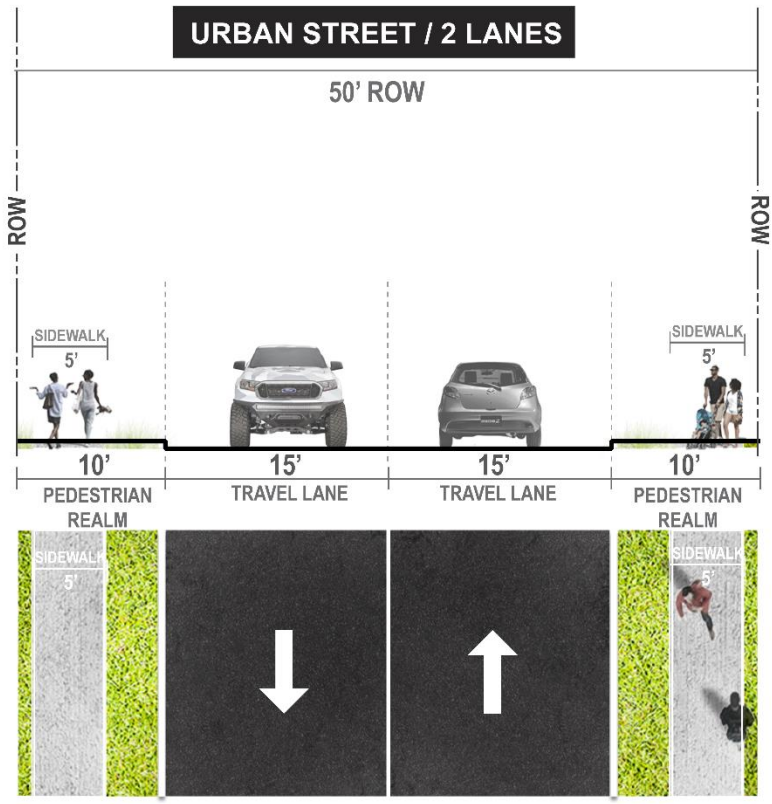
Street layout plans: residential and commercial areas must include collector streets to provide efficient traffic ingress/egress and circulation. Since collectors generally carry higher traffic volumes than non-collector streets, they may require a modified roadway cross section at intersections with arterial streets to provide adequate capacity for both through traffic and turning movements. This cross section allows for painted center turn lanes, which provides opportunities to improve traffic flow in areas that have primary driveway locations and/or higher levels of turning traffic. This added left turn lane would serve as a transition and/or modification to the standard collector.

The collector serves uses related to commercial traffic and needs of surrounding residential neighborhoods. The cross section for this street type is shown below:



**D. Urban Street**

The current Sherman standard for an urban street is a right-of-way width of 50 feet and a pavement width of 30 feet. However, these standards do not account for situations where less lane width may be acceptable due to lower DENSITY and fewer trips generated.




## III. BUILDING TYPOLOGY DESIGN STANDARDS

The Building Typology Design Standards section establishes basic parameters for permitted and prohibited uses, building placement, lot widths, height, stories, and overall densities. Building Typologies for uses permitted with conditions that are not specified in the following sections shall be proposed to the CITY in a manner that satisfies the intent of this Planned Development.

For each standard set identified below, the following BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations shall apply, provided that minor deviations therefrom which do not exceed 10% greater or lessor may be approved by the DIRECTOR if the minor deviation(s) is justified in order to meet the intent of this PD or there is an undue hardship which prevents full compliance with these Standards. BUILDING HEIGHTS will be measured from the ground immediately adjacent to the foundation to the eave line of the building. In the event that a

Permitted Use in any standard sets does not have a corresponding height or area regulation specified herein, the height and area regulations for such use shall be those for uses most similar to such permitted use.

## A. RESIDENTIAL STANDARDS

At least two of the following residential housing types shall be required in the Residential Region of this PD.

### A. Multifamily/Apartments

- All multi-family apartment buildings within the residential district will be a minimum of two (2) STORIES and a maximum of five (5) STORIES.
- Maximum DENSITY 28 units per acre
- Maximum lot coverage: Sixty (60) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
  1. LOT AREA: ten thousand (10,000) square feet.
  2. FRONT YARD setback: fifteen (15) feet.
  3. Minimum SIDE YARD setback: ten (10) percent of the LOT WIDTH not to be less than five (5) feet, but need not exceed fifteen (15) feet; twenty (20) feet from a street right-of-way line for a CORNER LOT; unless adjacent to a single family, duplex, patio home or single family use, then side and rear setbacks shall be according to the height of the multifamily building, but not exceed fifty (50) feet.
  4. Minimum REAR YARD: ten (10) feet.
- Building separation: fifteen (15) feet
- Minimum Floor Area:
  1. Efficiency unit: four hundred fifty (450) square feet per unit.
  2. One-bedroom unit: six hundred (600) square feet per unit.
  3. Two or more-bedroom unit: eight hundred twenty-five (825) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two. for example, a three-bedroom unit must have a minimum of nine hundred fifty (950) square feet.
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.

### B. Townhouses

- TOWNHOUSES within the residential district shall have a maximum of three (3) floors.
- TOWNHOUSES are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- TOWNHOUSES shall be grouped in a maximum of eight (8) attached TOWNHOUSES.
- TOWNHOUSES may be served by rear ALLEYS or front-facing garages.
- TOWNHOUSES can be a “for sale” or “for rent” product type

- Maximum lot coverage: Sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES
  1. LOT AREA: one thousand seven hundred (1,700) square feet
  2. LOT WIDTH: twenty (20) feet
  3. FRONT YARD: ten (10) feet
  4. SIDE YARD: zero (0) feet for any side abutting another unit; five (5) feet for any side not abutting another unit
  5. REAR YARD: ten (10) feet
- Building Separation: fifteen (15) feet
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).

**C. Patio Homes**

- Patio homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Patio homes may be served by rear ALLEYS or front-facing garages.
- Patio homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Patio homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
  1. LOT AREA: three thousand (3,000) square feet
  2. LOT WIDTH: thirty (30) feet
  3. FRONT YARD: fifteen (15) feet
  4. REAR YARD: ten (10) feet
  5. SIDE YARD:
     - Option One: five (5) feet each side ten (10) feet on CORNER LOTS adjacent to a street right of way line.
     - Option Two: one (1) foot on one side yard and nine (9) feet on the other side yard. Applies to INTERIOR LOTS only. A five (5) foot maintenance EASEMENT is required on the LOT that adjoins the one (1) foot side of the adjacent LOT for maintenance.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.

- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

**D. Single Family Homes**

- Single family homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Single family homes may be served by rear ALLEYS or front-facing garages.
- Single family homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Single family homes can be a "for sale" or "for rent" product type
- Maximum lot coverage: Fifty (50) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
  1. LOT AREA: three thousand two hundred (3,200) square feet
  2. LOT WIDTH: forty (40) feet
  3. FRONT YARD: ten (10) feet
  4. REAR YARD: ten (10) feet
  5. SIDE YARD: five (5) feet each side; ten (10) feet on CORNER LOTS adjacent to a street right of way line
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited

**E. Non-residential Uses**

DETAILED SITE PLAN approval shall be required by Planning and Zoning Commission and City Council to establish BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations for any non-residential use listed as a Permitted Use in the Residential Region.

## B. COMMERCIAL STANDARDS

**A. Retail**

- RETAIL will consist of various building typologies - such as large box retail, in-line retail, single use retail, and RESTAURANTS. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN

BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).

**B. Office**

- OFFICE use will consist of various building typologies – such as larger corporate office buildings, small multi-tenant office buildings, and flex office buildings intended for assemblage and manufacturing uses. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- Maximum height: five (5) STORIES.
- Minimum LOT AREA: none.
- Minimum side and rear yards:
  1. When nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall development with lots or lease spaces abutting one another, no side yard is required provided that the CITY'S Building Code requirements have been met.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

**C. Hotel (Full and Limited Service)**

- The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new HOTEL buildings in the Heritage Ranch development.
- HOTEL shall be defined as a building with habitable rooms or suites which are reserved for guests who rent the rooms or suites on a daily basis, and with controlled access to the rooms via a lobby or interior hallway.
- The establishment shall furnish customary hotel services such as linen, maid service, telephone, use and upkeep of furniture.
- Building articulation shall be included on all facades.
  1. A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk.
  2. Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property.
  3. All full service HOTELS may provide:

  - Swimming pool.
  - Other recreational facilities such as, but not limited to, exercise rooms equipped with exercise equipment, tennis or racquetball courts, spas, or game areas.
  - Full-service HOTELS shall provide a full-service RESTAURANT.
  - Meeting or conference facilities
- Maximum height: six (6) STORIES
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

## C. ARENA / ENTERTAINMENT

- The arena/entertainment district is designed to encourage the concentration of recreational, entertainment and cultural uses to complement the development's HOTEL/convention center.
- Paved sidewalks, driveways and parking areas are required.
- Temporary overflow parking for events may be paved but can be grass, gravel, or other methods.
- Off-site parking shall be allowed adjacent to the arena site.
- Overnight trailer parking and RV hookups shall be screened from view of public roadways.
- Recreational vehicles, travel trailers or motor homes may be used on a temporary basis during events.
- All rooftop equipment shall be screened from view.
- Screening of loading and storage facilities is required.
- All horse stables and other animal holding areas should be fenced or screened from PUBLIC VIEW.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

## D. HEIGHT LIMIT EXCEPTIONS

- Unless noted in this PD, no specific BUILDING HEIGHT limits in the commercial or arena/entertainment standards.
- For all design categories, architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including but not limited to spires, belfries, towers, cupolas, domes, and roof forms shall not count towards BUILDING HEIGHT limitations.
- For commercial areas, mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire

sprinkler tanks, and other similar constructions may extend above the actual BUILDING HEIGHT.

# IV. ARCHITECTURAL STANDARDS

The Architectural Standards section will govern residential and commercial architectural elements and treatments related to the facade materials, roofs, service areas and other elements and standards.

The DIRECTOR may approve alternative exterior building materials if he/she determines that such materials are equivalent or better than those required herein and the same enhance the architectural design and creativity of the building or structure and do not adversely impact surrounding developed properties.

## A. RESIDENTIAL - MULTIFAMILY / APARTMENTS

### A. Façade Materials

1. Permitted primary building materials (which must cover not less than 75% of the area of the facade) should be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

### B. Accent Elements

1. Multi-family/apartment accent building materials (which may cover no greater than 25% of the area of the facade) may be:
   - Pre-cast masonry (for trim and cornice elements only)
   - Gypsum reinforced fiber concrete (for trim elements only)
   - Metal (for beams, lintels, trim elements and ornamentation only)
   - Honed, colored or split-faced Concrete Masonry Unit (CMU) block (only for piers, foundation walls and chimneys)

### C. Building Awnings and Canopies

1. Awnings and canopies when used should be architectural and constructed with fully OPAQUE materials that complement the building's character.
2. Awnings and canopies shall not be internally illuminated.

### D. Building Roofs

1. Permitted roof materials:
   - Architectural asphalt shingles
   - Tile, clay or concrete (faux clay)
   - Slate (equivalent synthetic or better)
   - Metal (standing seam, equivalent or better)

- Roofing material may be monolithic Thermoplastic Polyolefin (TPO) membrane or equivalent material.

**E. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the main structure, or a combination.
6. Perimeter fencing or screening shall not be required.
7. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
8. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

## B. RESIDENTIAL – TOWNHOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Wood siding
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. TOWNHOME accent building materials (which may cover no more than 20% of the area of the facade) may be:
   - Pre-cast masonry (limited trim and cornice elements only)
   - Gypsum reinforced fiber concrete (limited to trim elements only)
   - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
   - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted roof materials:

- 30-year dimensional shingles
- Tile, clay or concrete (faux clay)
- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)

2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
   - Pitched roofs
   - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
   - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials
   - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## C. RESIDENTIAL - PATIO HOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Wood siding
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
   - Pre-cast masonry (limited trim and cornice elements only)
   - Gypsum reinforced fiber concrete (limited to trim elements only)
   - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
   - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted roof materials:
   - 30-year dimensional shingles
   - Tile, clay or concrete (faux clay)

- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)

2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
   - Pitched roofs
   - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
   - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
   - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## D. RESIDENTIAL - SINGLE FAMILY HOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Wood siding
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
   - Pre-cast masonry (limited trim and cornice elements only)
   - Gypsum reinforced fiber concrete (limited to trim elements only)
   - Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
   - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted Roof Materials:
   - 30-year dimensional shingles
   - Tile, clay or concrete (faux clay)
   - Slate (equivalent synthetic or better)

- Metal (may be limited to porches or accent roofs)
- Roofing materials shall have a minimum 30-year rated warranty.

2. Authorized roof configurations:
   - Pitched roofs
   - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
3. Roofs, dormers and chimneys
   - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
   - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## E. COMMERCIAL – OFFICE

Prior to site and building permit requests, architectural building elevations shall be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Materials and Colors**

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Materials and colors for wall and monument signs should be compatible with the MAIN BUILDING'S colors and materials.
4. All exterior materials, textures and colors shall be appropriate for the architectural style or theme of the building.
5. Compatible colors on a single facade, or composition, should seek to add interest and variety while reducing building scale.

**B. Building Lighting**

1. The design of the building's exterior light fixtures shall be architecturally compatible to the character of the development.

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.

3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**E. Canopies & Awnings**

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awnings are discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

**F. Signage & Graphics**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**G. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## F. COMMERCIAL - FLEX OFFICE

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Façades Materials**

1. Long, blank facades should be avoided to the extent possible.
2. Facades of large buildings visible from a PUBLIC STREET should include architectural features such as reveals, windows and openings.
3. Primary building entries should be readily identifiable.
4. Steel/Metal siding
5. Steel structural supports

**B. Accent Elements**

1. Accent building materials (near 5% of the area of the facade) may be:
   - Limestone
   - Other masonry
   - Hone, colored or split-faced CMU block

**C. Materials and Colors**

1. Large expanses of smooth material (e.g. concrete) should be broken.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

**D. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**E. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**F. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## G. COMMERCIAL - HOTEL (FULL AND LIMITED SERVICE)

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

### A. Building Materials

All construction must have an exterior facade of a minimum of eighty (80) percent glass, brick, masonry, stone, stucco, EIFS, or other cementitious type of materials on each facade. The remaining twenty (20) percent may be of any other building code acceptable material of a contrasting color, texture, or design.

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building.
4. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

### B. RV Parking

1. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a defined location.

### C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

### D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

### E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.

6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**F. Canopies & Awnings**

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## H. COMMERCIAL

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Facade Materials**

Permitted primary building materials (which must cover not less than 75% of the area of the facade) shall be:

1. Masonry/stone
2. Stucco/plaster
3. Cementitious siding (Hardie-plank™ or equivalent)
4. Other primary building materials shall be required to obtain a special exception as a part of DETAILED SITE PLAN approval.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 25% of the area of the facade) may be:

- Pre-cast masonry
- Gypsum reinforced fiber concrete
- Limestone
- Other masonry
- Metal
- Honed, colored or split-faced CMU block

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**E. Building Awnings and Canopies**

1. Materials, illumination and location:
   - Awnings and canopies shall be architectural and constructed with fully OPAQUE materials that complement the building.
   - Awnings and canopies shall not be internally illuminated.

**F. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

# Exhibit 2 - Development Standards

## I. COMMERCIAL - ARENA / ENTERTAINMENT

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Facade Materials**

Permitted primary building materials which will follow the design style of a North Texas ranch /livestock arena (which must cover not less than 95% of the area of facade) shall be:

1. Steel/Metal siding
2. Steel structural supports

**B. Accent Elements**

1. Accent building materials (near 5% of the area of the facade) may be:
   - Limestone
   - Other masonry
   - Hone, colored or split-faced CMU block

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**E. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**F. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.

2. Attached signage should consist of individual letters.
3. Signage will be large to be in scale with this building.

**G. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## V. SITE ELEMENTS - *Lighting, parking, and signage standards*

The Site Elements section establishes the standards for public/private exterior space lighting, provision of adequate parking, and compatible signage.

### A. LIGHTING

Illumination is key to the safety and enjoyment of exterior environments by citizens, patrons, and guests of Heritage Ranch.

**A. Pedestrian Trail**

Sidewalk lighting with standard poles, pedestrian height poles, bollards and/or wall mounted fixtures are allowed on PEDESTRIAN TRAILS.

**B. Commercial Streets**

Streets in the Commercial and Entertainment Regions are typically designed to create a pedestrian oriented shopping or commercial district that includes special themed lighting. Decorative or themed lighting to create a special pedestrian street environment in the Commercial and Entertainment Regions will be allowed. These themed lights should be mounted on pedestrian-scaled poles. Use of LANDSCAPING, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

**C. Parking Lot**

Standard poles and fixtures shall be of a single color, compatible with the architecture of the building.

**D. Street Lighting**

1. General
   - All new developments should provide pedestrian scaled streetlights where feasible.
   - All new ALLEYS should have lights mounted on outbuildings or garages. These lights should be connected to a separate circuit other than the MAIN BUILDING.
   - Outdoor lighting should create and encourage a pedestrian friendly environment, which is especially beneficial to residential neighborhoods and neighborhood business districts. Pedestrian-scale lights should improve

sidewalk illumination for pedestrian traffic and enhance community safety and business exposure.

- Street lighting should be designed to be appropriate to its neighborhood identity. Such things as height of lamp post, lamp head and lighting source and spacing can all be calibrated accordingly.
- Where existing light poles provide street lighting, new light fixtures may be mounted on existing poles to maximize resources and minimize installation time. A more expensive option is to install the new light fixtures on top of free- standing poles that receive power via underground conduit.

2. Size
   - The height of lamp posts should be designed to be proportional to the width of the street. The general regulated height of streetlamps should be 12 to 15 feet for pedestrian- oriented neighborhoods. Typically, the 12-foot lampposts should be used for streets in residential neighborhoods and the 15-foot lampposts should be used on all other street types. This is not required for parking areas.
   - For those STREET INTERSECTIONS that require more light, the 20-foot lamppost can be instituted for safety, but should be used only if necessary.

3. Location
   - The minimum clearance from a streetlight pole to the face of curb should be 2 feet.
   - The minimum clearance from a streetlight pole to the edge of a sidewalk should be 1 foot.
   - The minimum clearance from a streetlight pole to the centerline of a tree should be 20 feet.
   - A consistent on-center distance for lampposts should be established appropriate to the location. Typically, this dimension is 90 feet on center.
   - On residential side streets, light posts should be placed within the parkway (tree planting strip) where one exists or within 2 feet from the curb when such a location does not reduce the sidewalk dimension to less than 5 feet.
   - In existing residential neighborhoods, when street lighting will be added and neither of the above conditions can be met, lamp posts should be placed within one foot of the sidewalk in the front yard (front setback), provided a utility EASEMENT is already in place in that location.
   - Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.

4. Character
   - All lamp posts should have a base, a middle and a top.
   - Where applicable, the style of the street fixtures should be consistent.
   - High-pressure sodium lights are prohibited. LED lights are encouraged.
   - Cobra-heads shall not be used on streets in residential neighborhoods or pedestrian-oriented commercial streets. Cobra-heads should only be used on high-volume traffic streets.

- Shoebox style lighting should not be used, except in large parking areas, or on the rear of buildings.
- Column streetlights should be used on streets in residential neighborhoods .
- Multi-head column streetlights may be used on all other streety types.

## B. PARKING

Surface parking required for uses within the Residential, Commercial, and Entertainment Regions.

Parking lots with two hundred (200) spaces or more shall be divided into separate areas divided by LANDSCAPED areas or sidewalks measuring a minimum of ten (10) feet in width or by a building or group of buildings.

1. Pedestrian sidewalks shall be directly linked to entrances and the internal circulation of the building.
2. Connections shall be made when feasible to any streets adjacent to the property and to any pedestrian facilities that connect to the property unless pedestrian and/or traffic hazards prohibit such connections.
3. Adjacent nonresidential sites shall provide cross vehicular access between nonresidential lots.

**Minimum Parking Requirements**

Minimum parking requirements for each land use is noted below.

### A. Residential

The minimum number of car parking spaces shall be provided in accordance with the following ratios:

1. Single-family dwelling units: two (2) spaces per unit on a paved driveway all concrete or similar paved surface such as turf pavers, brick pavers, or asphalt.
2. Two-family dwelling units: four (4) spaces per dwelling (two spaces per unit).
3. Efficiency units (zero bedrooms): one (1) space per unit.
4. One-bedroom units (apartments): one and one half (1.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
5. Two-bedroom units (apartments): two (2) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
6. Three-bedroom units (apartments): two and one half (2.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

7. Four-bedroom units (apartments): three (3) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

**B. Retail**

One (1) space per 250 SF of gross floor area.

**C. General Commercial**

One (1) space per 250 SF of gross floor area.

**D. Arena**

One (1) space per four (4) seats

**E. Restaurant**

One (1) space per 150 SF of gross floor area.

**F. Office**

One (1) space per 300 SF of gross floor area.

**G. Hotel (Limited and Full Service)**

Parking shall be provided in accordance with the following standards:

1. One (1) space per guest room,
2. Plus one (1) space per each five (5) RESTAURANT or lounge area seats,
3. Plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

**H. On-Street Parking**

The Heritage Ranch PD will allow on-street parking per CODE on the street types as defined within this document . The street types that will include this parking are the Urban Street and Collector.

**I. Requirements**

1. On-street parking within 200 feet of a LOT shall be counted toward the total required parking for that LOT.
2. Upon submittal of an acceptable comprehensive parking plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval

provided that such alternatives are consistent with this PD and the overall Development

3. A parking plan is required at the time of DETAILED SITE PLAN submittal.

### C. WAYFINDING AND SIGNAGE

Unless specifically provided for below or addressed in other sections of this PD, the Development shall conform to the Sign Requirements set forth in the CODE. Required signage within the public right of way shall meet the minimum requirements of the Texas Manual on Uniform Traffic Control Devices.

**A.** A sign plan for a region is required at the time of DETAILED SITE PLAN submittal.

**B.** A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed throughout the Development.

**C.** Signs for a retail, office or similarly permitted use may be hung from the front of the building and may extend perpendicularly up to 30 inches into the pedestrian sidewalk provided that the bottom of such sign shall be at least 8 feet above the pedestrian sidewalk.

**D.** Wayfinding and Signage within the Development shall conform generally to the design pallet, theme, and architectural elements of the Development.

**E.** Upon submittal of an acceptable sign plan for a region, or for a substantial portion of a region, the DIRECTOR may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.

**F.** Portable or wheeled signs located outside any building shall be prohibited.

## VI. LANDSCAPE STANDARDS

LANDSCAPING standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses.

### A. LANDSCAPE

**A. Landscape Definition**

LANDSCAPING shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover.

**B. Site Definition**

Site shall be defined, for the purposes of these guidelines, as any plot, TRACT or PARCEL of land or combination of contiguous lots, TRACTS or PARCELS of land.

**C. Compliance**

LANDSCAPING shall conform to the following:

1. LANDSCAPING shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
2. Due to certain circumstances, conditions, or hardships, the DIRECTOR may authorize a reasonable delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
3. If such a delay is authorized by the DIRECTOR, all LANDSCAPING shall be planted not later than the date provided in the authorization from the DIRECTOR.
4. All LANDSCAPING shall be installed so as to avoid hazards.
5. Upon submittal of an acceptable LANDSCAPING and/or screening plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative LANDSCAPING and screening requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.
6. A LANDSCAPING plan is required at the time of DETAILED SITE PLAN approval.
7. Tree and LANDSCAPING:
    - The CITY finds that the planting of trees aids in the stabilization of soil by preventing erosion and sedimentation, generates oxygen, and provides a buffer.
    - This document shall apply to all new residential and commercial construction.
    - Any lot having a building setback of greater than ten (10) feet shall have at least one (1) front yard tree of at least three (3) caliper inches in diameter.

## B. SCREENING

- LANDSCAPING shall be a permitted screening mechanism.

- If LANDSCAPING is used as a screening mechanism, screening height shall be a minimum of three (3) feet at full maturity of landscape unless otherwise noted in this Section.
- All LANDSCAPING shall be installed so as to avoid hazards.
- Shrubs of sufficient height when used alone, or in conjunction with other materials, shall meet the minimum height requirements of this Section.
- Masonry walls shall be a permitted screening mechanism.
- Wood OPAQUE fencing and walls shall be permitted as a screening mechanism and must be maintained in good condition without fallen and/or rotten wood.
- Metal OPAQUE fencing shall be permitted as a screening mechanism as ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- Privacy fences in the Residential Region shall consist of wood, ornamental metal with a consistent design and finished in black, or masonry fence materials.
- Where residential uses are incorporated into commercial uses and in multi-family areas, screening walls or mechanisms shall not be required.
- Fence and wall materials and locations will be approved as part of the DETAILED SITE PLAN approval.
- Fences and walls consisting of materials or placed in locations not addressed in this Section, may be approved as part of the DETAILED SITE PLAN approval.
- Site features noted below hereinafter shall be screened in accordance with above requirements.

**A. Rear Yards and Service Side**

Rear yard, or servicing side of a nonresidential use immediately adjacent to a PUBLIC STREET shall be screened. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

**B. Loading Docks**

Loading docks shall be screened from PUBLIC VIEW where a nonresidential use is immediately adjacent to a PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

**C. Solid Waste**

All solid waste areas shall be screened from PUBLIC VIEW. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

**D. Ground-mounted Equipment**

When practical, large ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be

reasonably screened or located away from the view of PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of three (3) feet at full maturity

### C. PARKING LOTS AND STREETS

- Screening of nonresidential OFF-STREET PARKING lots over twenty-five (25) spaces shall be landscaped.
- All areas that are used for parking shall conform to the minimum LANDSCAPING requirements within the CITY for such use.
- LANDSCAPING shall consist of a combination of such plant materials as follows: ground cover, shrubs, vines, hedges, trees, or other such materials.
- Required street trees will be planted within the streetscape areas identified on the typical street sections found in Section II, B of this PD, with the exception of the typical street section for the Collector the Urban Street. Trees for these street sections may be located outside the Pedestrian Realm and be included in the front yard setback area.
- Required street trees may be clustered if approved by the DIRECTOR in order to facilitate, among other things, creative design, visibility, or safety.
- For the Minor Arterial and Collector street sections set forth in this PD, street trees will be provided at a minimum of one tree for every 100 linear feet.
- Tree wells are permitted and may be covered with grates, living plant materials or some permeable non-living material.
- Street trees to be at least three (3) caliper inches in diameter.

### D. FENCES AND WALLS

- Residential Region: no fence, hedge or enclosure wall shall exceed a height of eight (8) feet.
- Commercial and Entertainment Region: fences may be erected to a height of ten (10) feet if used for security purposes.

## VII. PARKS, TRAILS AND OPEN SPACE STANDARDS

The Open Space Framework plan is attached as Exhibit “B” and shall serve as the guiding document for the general locations and types of OPEN SPACES and trails that shall be provided in the Heritage Ranch PD. The exact location of each OPEN SPACE and trail shall be determined at the time of DETAILED SITE PLAN.

### A. PARK

Final designs consistent with these typical park designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

### B. LAKES AND OPEN SPACE

Final designs consistent with these lake and OPEN SPACE typical designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

### C. PEDESTRIAN TRAILS

Connected pedestrian access shall be provided throughout much of the development and shall include internal neighborhood trails constructed in phases concurrent with the construction of such neighborhoods that ultimately connect to the master trail system identified during the DETAILED SITE PLAN.

Final designs consistent with these typical PEDESTRIAN TRAIL designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the DIRECTOR.

## VIII. DEFINITIONS

For purposes of this PD Document, certain words and terms are to be used and interpreted as defined hereinafter unless the context of such use clearly indicates otherwise. Where a word or phrases is printed in CAPITAL LETTERS, it is being used as a defined herein. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. Words and phrases not defined within these Definitions, but which are defined in the Code shall have the meaning provided such words and phrases in the Code.

The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

*Accessory dwelling.* A separate living unit, DETACHED from the primary structure, complete with kitchen, bathroom and sleeping facilities.

*Accessory structure.* A structure located on the same premise that is customarily incidental, DETACHED and subordinate to the primary structure or use.

*Agriculture.* The use of any TRACT of land for the production of animal or vegetable life; uses include, but are not limited to, the pasturing, grazing, and watering of livestock and the cropping, cultivation, and harvesting of plants.

*Alley.* A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

*Amusement services.* A commercial facility that includes, but is not limited to, bowling alleys, movie theatres, music halls, indoor skating rinks, video arcades, pool and billiard halls, shuffleboard courts, baseball hitting ranges, miniature golf, golf driving ranges and shooting arcades.

*Arena*. A large civic building or group of buildings designed for concerts, community events, sporting events, livestock events, conventions, industrial shows, and like kind events.

*Assisted living facility.* An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services pursuant to the applicable regulations contained in the Texas Health and Safety Code.

*Bed and breakfast.* A DWELLING arranged or used for lodging for compensation, with or without meals.

*Building.* Any structure used or intended for supporting or sheltering any use or occupancy.

*Building height.* The vertical distance measured from the ground immediately adjacent to the foundation to the eave line of the building

*Building line.* The line established by law, beyond which a building shall not extend, except as specifically provided by law. Such lines to include front, rear, and side yard setbacks.

*Building, main.* A building in which the principal use of the lot on which it is situated is conducted. In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

*Car wash.* A place or business equipped for washing cars and other motor vehicles.

*Childcare facility.* A facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

*Church/place of worship.* An institution that people regularly attend to participate in or hold religious services, meetings, or other activities. This term does not carry a secular connotation and includes the buildings or other locations in which the religious services of any denomination are held.

*City.* The City of Sherman, Texas.

*City council.* The governing body of the City.

*City manager.* The city manager of the City or his/her designee.

*Civic center.* A building or group of buildings containing administrative offices for the operations of local government that is:

(a) owned and operated by the CITY or Grayson County and
(b) used predominantly for office and meeting space for local government and/or community activities.

*Code.* The City of Sherman Code of Ordinances.

*Community garden*. A community garden is a single piece of land gardened collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.

*Community service.* A facility that is designed for the benefit of the public or its institutions including but not limited to community centers, libraries, post offices, agencies, etc.

*Continuing care retirement community.* A housing development designed to provide a full range of accommodations for older adults (55 years of age or older), including independent living, assisted living and skilled full-time nursing or medical care, that may consist of single family DETACHED and attached, duplex, triplex, quadraplex and/or multi-story structures.

*Convalescent and nursing homes.* An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides minor treatment under the direction and supervision of a physician licensed by the Texas State Board of Medical Examiners, or other services that meet some need beyond the basic provision of food, shelter, and laundry pursuant to the applicable regulations contained in the Texas Health and Safety Code.

*Detailed Site Plan.* Site plan approved by the CITY.

*Density.* The total number of residential buildings allowed upon a given TRACT of land usually expressed in total number of units per gross acres or net acre.

*Detached.* Having no physical connection above the top of the floor line of the first floor with any other building or structure.

*Director*. The Director of Development Services for the CITY or his/her designee or the CITY MANAGER if such position is vacant, no longer exists, or is terminated by the CITY.

*Dwelling.* Any building or portion thereof, which is designed or used exclusively for residential purposes.

*Dwelling, multi-family.* A building or portion of a building having suitable accommodations for two or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes PREMISES occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as duplexes, apartments, dormitories, lodging houses, rooming houses, and all the dwellings similarly occupied.

*Dwelling, one-family.* A DETACHED building used exclusively for residential purposes having suitable accommodations for only one family. Also known as single-family.

*Easement.* A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

*Educational facility.* Public and private primary, secondary and post-secondary educational facilities offering instruction in the branches of learning and study required to be taught by the Texas Education Agency; and such federally funded educational programs for preschool children as the Head Start Program.

*Entertainment.* Includes shows, plays, skits, musical revues, children's theater, dance productions, public dance, musical concerts, opera and the production or provision of sights or sounds or visual or auditory sensations which are designed to or may divert, entertain or otherwise appeal to members of the public who are admitted to a place of entertainment, which is produced by any means, including radio, television, video reproduction, piano, orchestra or band or any other musical instrument, slide or movie projector, spotlights, or interruptible or flashing light devices and decoration.

*Exhibition hall.* A large civic building or group of buildings designed for conventions, industrial shows, and the like, having large unobstructed exhibit areas and often including conference rooms, HOTEL accommodations, RESTAURANTS, and other facilities.

*Family.* One or more persons related by blood, marriage, or adoption; or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a DWELLING unit.

*Family home.* A home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker pursuant to the applicable regulations contained in the Texas Human Resources Code.

*Fraternal organization, lodge, civic club, or union.* An organized group having a restricted membership and specific purpose related to the welfare of the members such as Elks, Masons, Knights of Columbus, or a labor union.

*Fuel Sales.* An establishment engaged in the selling of retail fuel or gasoline and incidental goods and merchandise to the general public for personal or household consumption.

*Greenway.* A corridor of undeveloped land preserved for recreational use or environmental protection.

*Hospital.* An establishment that offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy and that regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent pursuant to applicable regulations of the Texas Health and Safety Code.

*Hotel.* A building containing guest rooms, rented for less than 30 days and designed to be used for sleeping purposes, which provides a common entrance, lobby, halls and stairways. Includes full-service and limited-service hotels.

*Independent Senior Living facility.* A residence facility (multi-family, attached and/or DETACHED dwellings) that is designed for residents 55 years and older who do not require nursing care.

*Kiosk.* A small stand-alone structure, with one or more open sides, that is used to vend merchandise or services, or for providing information, either by posting, or on a computer screen.

*Landscaping.* Grass, trees, shrubs, vines, ground cover or flowers planted and maintained to enhance appearance of a development. Landscaping may include non-botanical features, such as walks, fountains, reflecting pools, art works, rain gardens and storm water management features as approved by the DIRECTOR.

*Livestock Showing*. A livestock show is an event where livestock are exhibited and judged on certain phenotypical breed traits as specified by their respective breed standard. Many times tickets are sold to view the event.

*Livestock Stables*. A stable is a BUILDING in which livestock, especially horses and cattle, are kept. It most commonly means a building and/or area that is divided into separate stalls for individual animals.

*Lot.* A platted (as specified in the Texas Local Government Code) PARCEL of land that is occupied or intended to be occupied by one main building (or a group of main buildings) and any accessory building(s), which includes such parking, LANDSCAPING and OPEN SPACE as are required by this ordinance or other laws and/or ordinances, and also which has its principal LOT FRONTAGE upon a PUBLIC STREET.

*Lot area.* The total area, measured on a horizontal plane, included within LOT LINES.

*Lot, corner.* A lot which has at least two adjacent sides abutting for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

*Lot depth.* The mean horizontal distance between the front and rear LOT LINES.

*Lot, interior.* A lot other than a CORNER LOT.

*Lot frontage.* That dimension of a lot or portion of a lot abutting onto a PUBLIC STREET, excluding the side dimension of a CORNER LOT.

*Lot lines or property lines.* The lines bounding a lot as defined herein.

*Lot width.* The horizontal distance measured between side LOT LINES parallel to the front LOT LINE, and measured from the point on the BUILDING LINE that is closest to the front LOT LINE.

*Manufacturing Business.* A commercial enterprise covering a small area of land, which provides work performed by automation, individually, or as a team. Typically provides tangible products. Products can be produced, stored, or distributed from such business or enterprise. Such commercial enterprise does not include heavy manufacturing.

*Market (public).* Markets located on public property, where independent merchants can sell their products to the public. Typical products sold at public markets include fresh produce, various other food items and crafted goods.

*Medical office/service.* Including but not limited to ambulatory surgery center, urgent care center, hospice, hospice services and home health service.

*Microbrewery.* A combination retail, wholesale and manufacturing business that brews and serves beer and/or food.

*Offices.* A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding MEDICAL OFFICES.

*Off-street parking.* Off-street parking spaces provided in accordance with the requirements of this ordinance, located on the LOT or TRACT occupied by the main use or within 200 feet of such LOT or TRACT, and located within the same zoning region as the main use or in an adjacent parking district.

*Opaque.* Not able to be seen through and/or not transparent.

*Open space*. In land-use planning, urban green space is open-space areas reserved for parks and other "green spaces", including plant life, water features and other kinds of natural environment. Most urban open spaces are green spaces, but occasionally include other kinds of open areas.

*Outdoor recreation.* An area designed for active outdoor recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, campgrounds, golf courses, tennis courts and swimming pools.

*Parcel.* Any unplatted TRACT of land, or any portion of an unplatted TRACT of land (also see TRACT).

*Park/playground.* An area of land set aside for public or private use, as a piece of land with few or no buildings within or adjoining a town, maintained for recreational and ornamental purposes.

*Pedestrian trails*. A trail is usually a path, track or unpaved lane or road. The term is also applied, in North America, to routes along rivers, and sometimes to highways.

*Premises.* Land together with any buildings or structures situated thereon.

*Private club.* An establishment providing social and/or dining facilities which may provide alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the applicable regulations in the Texas Alcoholic Beverage Code, that pertains to the operation of private clubs.

*Professional service.* Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

*Public garage/parking structure.* A surface lot, parking structure or other facility owned, operated or maintained by the city, to provide parking to the general public.

*Public park, State park, Municipal Park. Public park*: a park in public space*; state park:* a park owned by a U.S. state; *municipal park.*: a park owned by the city.

*Public plaza*. A public square in a city or town often featuring sidewalk, trees and shrubs, places to sit, and sometimes shops.

*Public streets*. A public street is any road open for public travel, under the jurisdiction of a public authority and maintained by a public authority.

*Public view*. Any area, equipment, or structure which can be viewed by the public from any PUBLIC STREET, PUBLIC PLAZA, or PUBLIC PARK.

*Reservation*. A TRACT of public land set aside.

*Restaurant.* An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the PREMISES, which may include a drive-through window(s) or where facilities are provided on the PREMISES which encourage the serving and consumption of food in automobiles on or near the restaurant PREMISES.

*Retail.* An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

*School (K through 12).* An institution for the instruction of children or people under college age.

*School, other.* Any institution for the instruction of people not considered a "school (K through 12)."

*Schoolyards*. The area next to or surrounding a school where students typically play games or sports.

*Seasonal uses.* Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce, and other items which are typically only available at certain times of the year.

*Service Business.* A commercial enterprise, which provides work performed in an expert manner by an individual or team, for the benefit of its customers. Typical services businesses provide intangible products, such as accounting, banking, consulting, cleaning, landscaping, education, insurance, treatment, and transportation services, where no exterior storage of equipment or stock are stored.

*Story/Stories.* That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

*Street.* Any dedicated public thoroughfare that affords the principal means of access to abutting property. A Street is termed a major thoroughfare or arterial when the right-of-way is greater than 60 feet.

*Street intersection.* Any street that joins another street at an angle, whether or not it crosses the other.

*Telemarketing agency.* An establishment that solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the PREMISES. No products are stored at or on the PREMISES.

*Townhouse.* A one-family dwelling unit that may be constructed in a group of attached units separated by PROPERTY LINES in which each unit extends from foundation to roof and with open space on at least two sides.

*Tract.* A single PARCEL or lot.

*Use.* The purpose for which land or buildings are or may be occupied in a zoning district.

*Utilities (public).* Any facility or structure which provides services to the general public including but not limited to electric, gas, telephone, water, and television cable systems either publicly or privately owned.

*Veterinarian clinic.* An establishment where animals are admitted for examination and medical treatment.

*Yard.* An open space at grade between a building and the adjoining LOT LINES, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width

of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the LOT LINE and the main building shall be used.

*Yard, front.* A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front PROPERTY LINE and the outside wall of the main building. Also known as front yard.

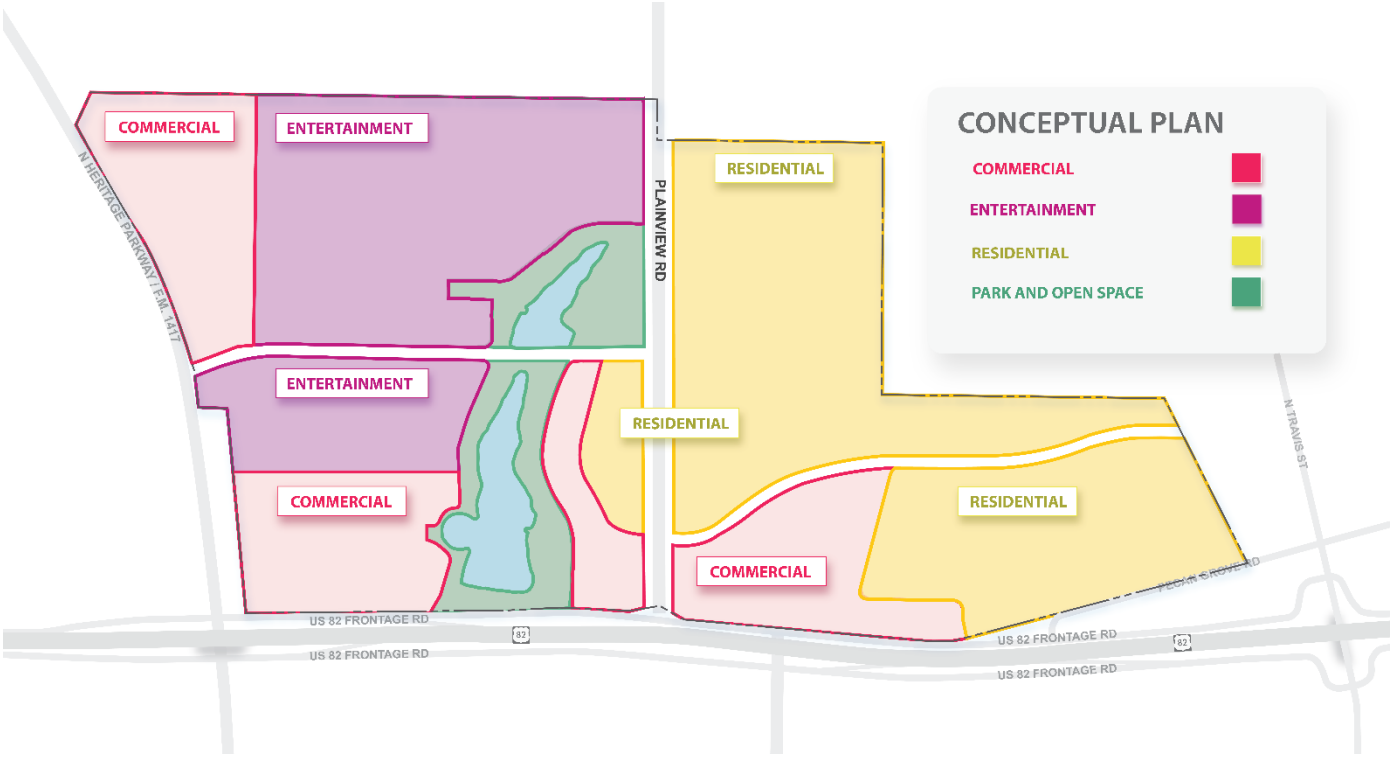
*Yard, rear.* The area extending across the rear of a lot measured between the LOT LINES and being the minimum horizontal distance between the rear LOT LINE and the rear of the outside wall of the main building. On both CORNER LOTS and INTERIOR LOTS, the rear yard shall in all cases be at the opposite end of the lot from the front yard. Also known as rear yard.

*Yard, side.* The area between the building and sideline of the lot and extending from the front LOT LINE to the rear LOT LINE and being the minimum horizontal distance between a side LOT LINE and the outside wall of the side of the main building. Also known as side yard.

*Zoning Ordinance.* A City of Sherman document which defines the regulations for land development of real property and also the procedures for application and potentially approval.

# Exhibit 2 - Development Standards

## EXHIBIT "A" – CONCEPTUAL PLAN




| **Region** | *Commercial* | *Entertainment* | *Residential* | *Park and Open Space* | *Major Right of Way (ROW)* | **Total Acreage (ac)** |
|---|---|---|---|---|---|---|
| **Acreage (ac)** | +/- 105 | +/- 112 | +/- 138 | +/- 60 | +/- 24 | 439 |

## EXHIBIT "B" – OPEN SPACE FRAMEWORK PLAN

## EXHIBIT "C" – TRANSPORTATION MASTER PLAN

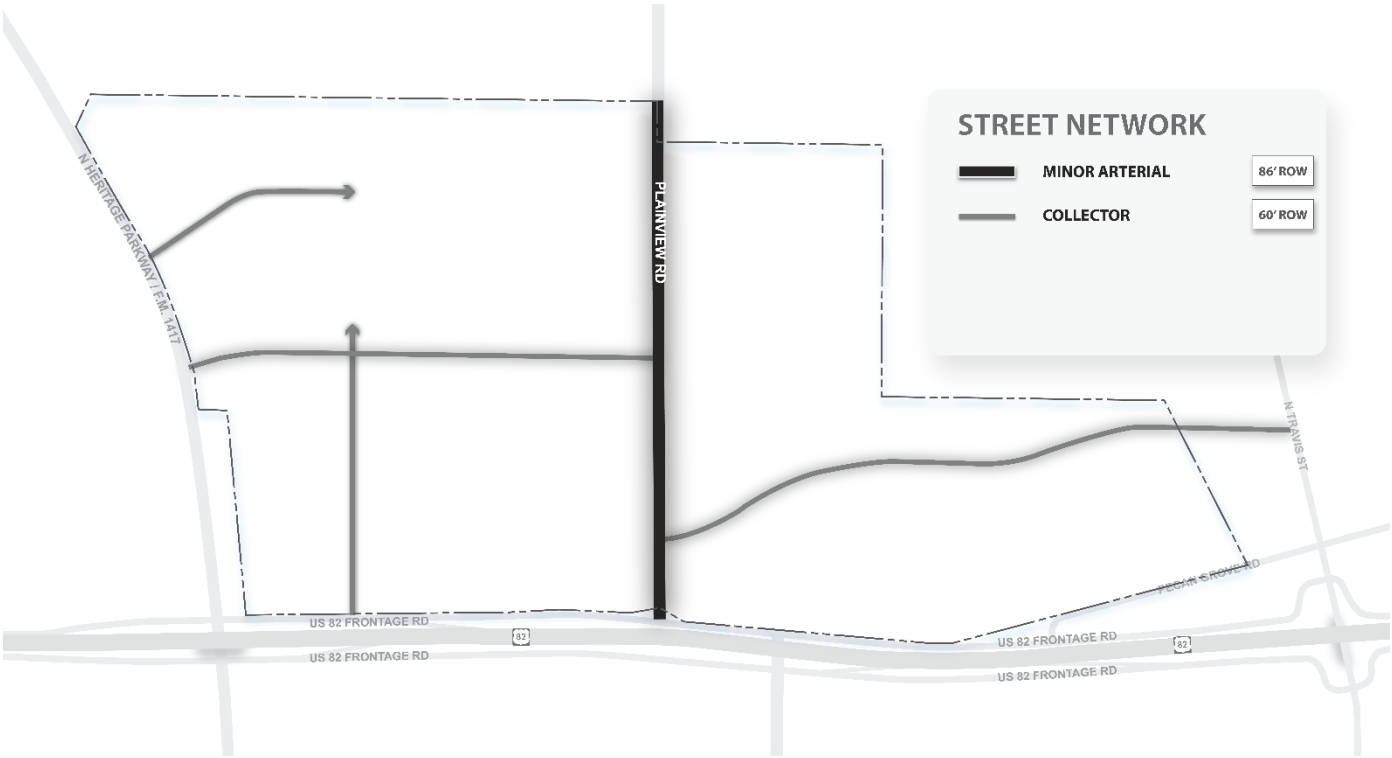
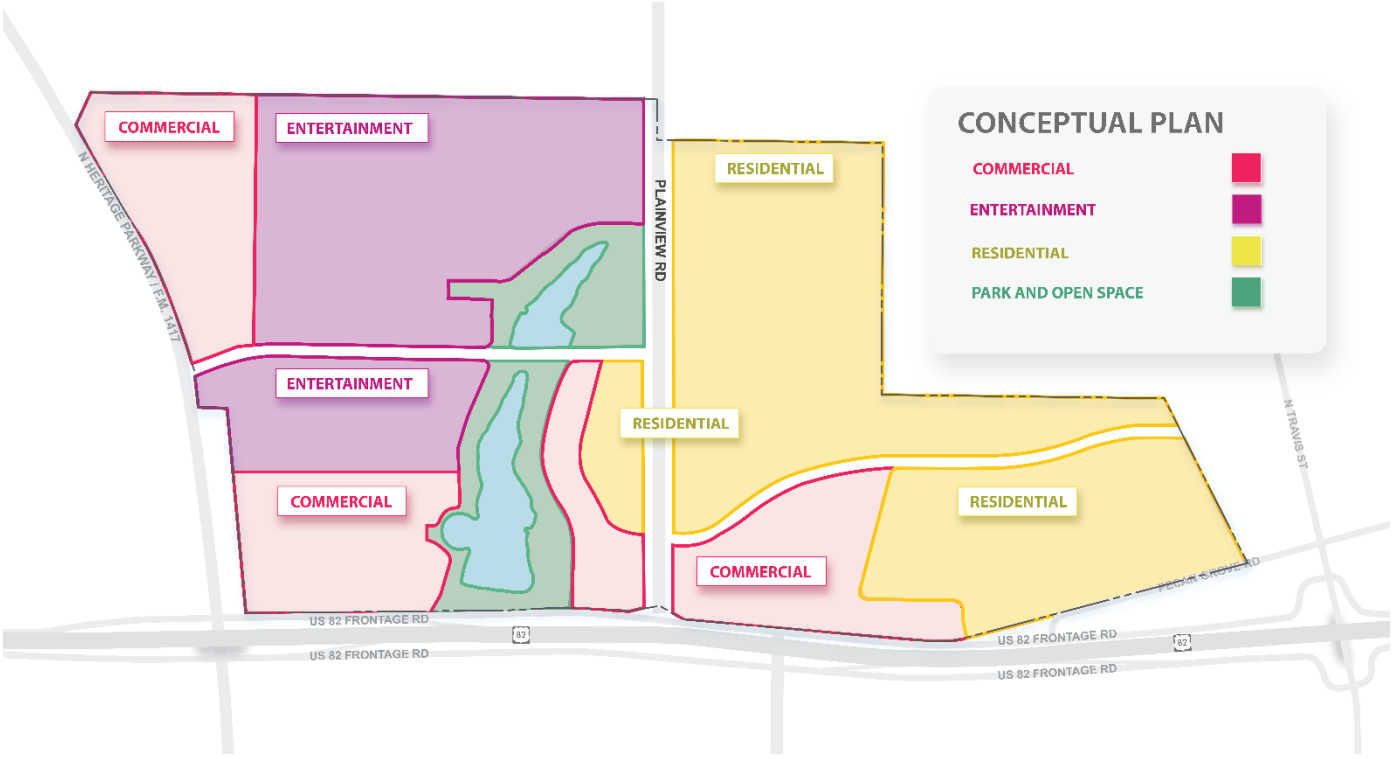


Exhibit 3 - Zoning Exhibit (Conceptual Plan)

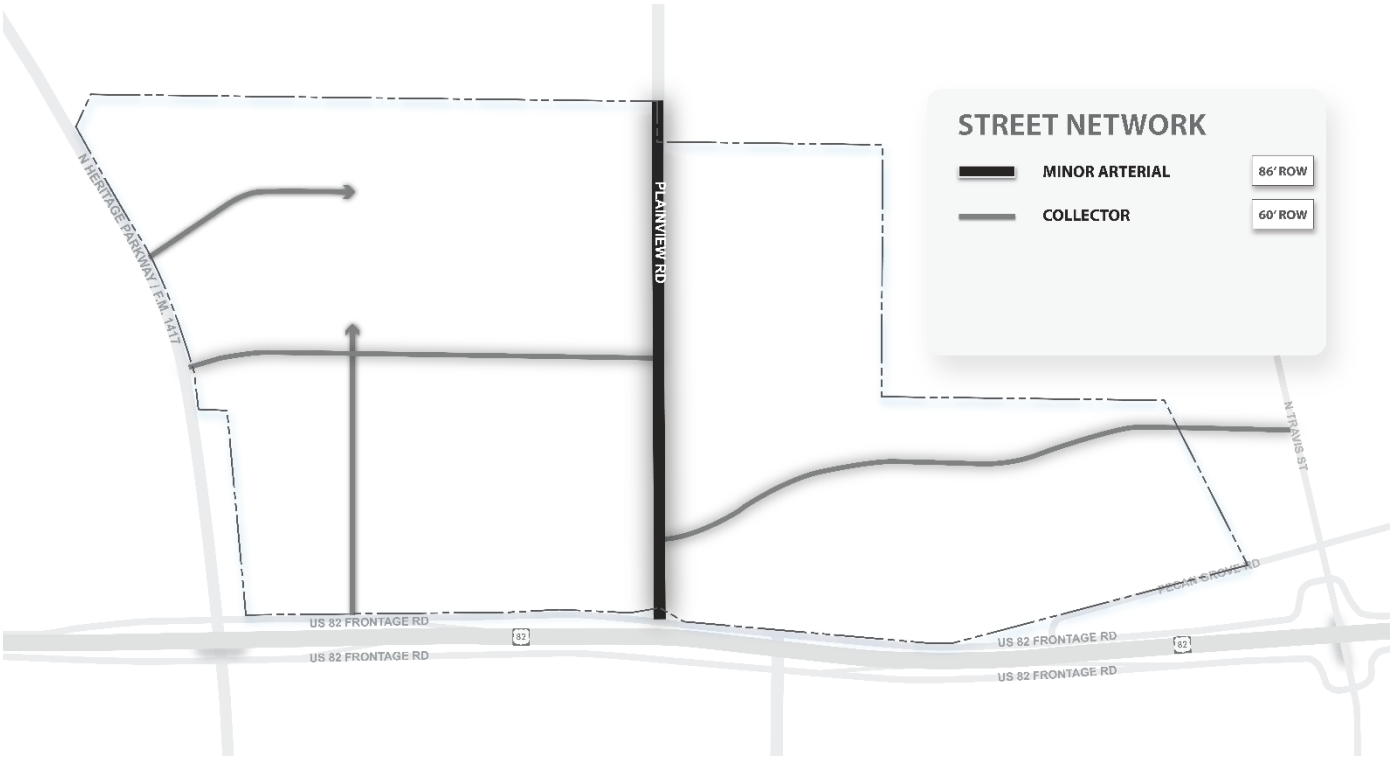
## EXHIBIT "A" – CONCEPTUAL PLAN

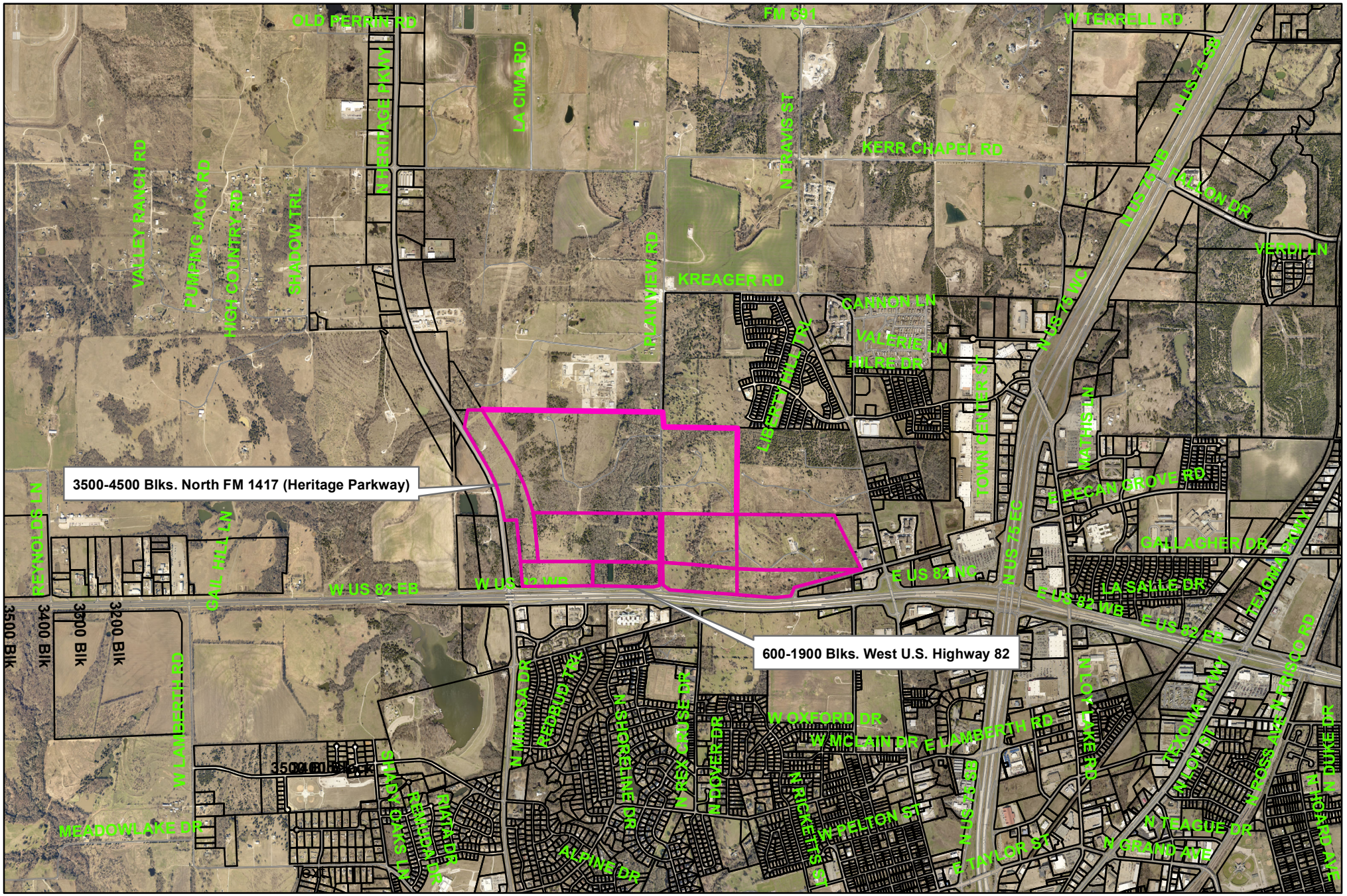



| **Region** | *Commercial* | *Entertainment* | *Residential* | *Park and Open Space* | *Major Right of Way (ROW)* | **Total Acreage (ac)** |
|---|---|---|---|---|---|---|
| **Acreage (ac)** | +/- 105 | +/- 112 | +/- 138 | +/- 60 | +/- 24 | 439 |

## EXHIBIT "B" – OPEN SPACE FRAMEWORK PLAN

## EXHIBIT "C" – TRANSPORTATION MASTER PLAN





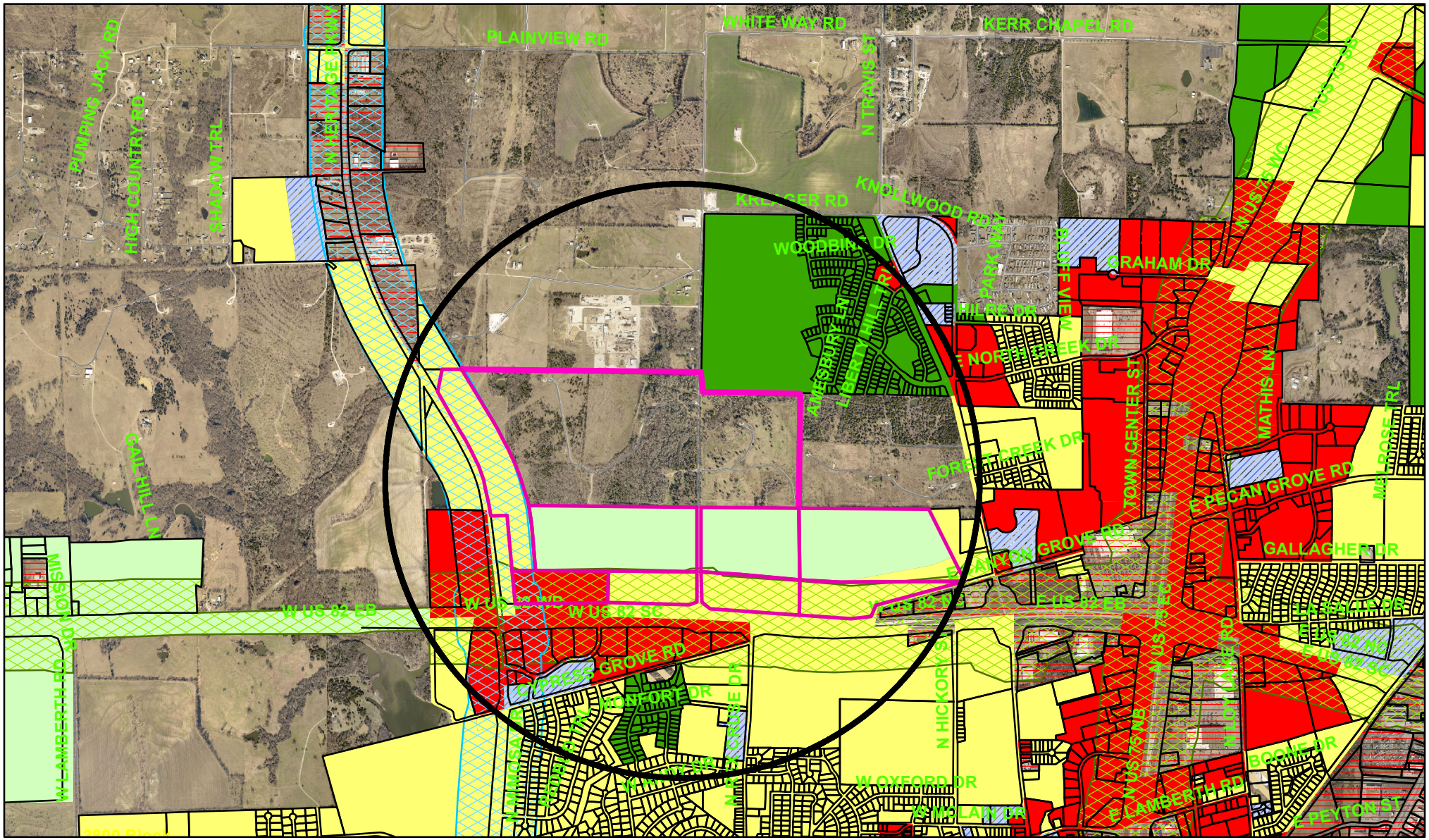

Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas*
*Developmental Services Department*

# 3500-4500 Blks. North FM 1417 (Heritage Parkway) & 600-1900 Blks. West U.S.Highway 82

NOT TO SCALE

1 in = 2,500 ft




# Zoning - 3500-4500 Blks. North FM 1417 (Heritage Parkway) & 600-1900 Blks. West U.S.Highway 82

**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_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

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

**ImageGIS.DBO.ORTHOS_2020**
RGB
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas*
*Developmental Services Department*

NOT TO SCALE

1 in = 2,000 ft

# 3500-4500 Blocks North FM 1417 (Heritage Parkway)

# 600-1900 Blocks West Highway 82

TPJ Properties, Ltd.

November 17, 2020

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090

Re: Request for Annexation

Dear Mr. Hefton:

TPJ Properties, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, TPJ Properties, Ltd. requests that the City of Sherman annex 57.88 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 57.88 acre tract ("Tract") of land is attached to this request.
3. TPJ Properties, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the west and US Highway 82 on the south.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch East. It is the desire of TPJ Properties, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch West.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

Sincerely,

Tom L. Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500

# *Helvey-Wagner Surveying, Inc.*

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


## 57.88 Acres

**SITUATED** in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, being a part of the 184.50 acre tract of land conveyed by Warranty Deed with Vendor's Lien from John H. Becker, Jr., Trustee and Amy H. Fennell, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust to TPJ Properties, LTD on February 15, 2002 and recorded in Volume 3203, Page 464, Official Public Records, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a point in the South line of both the Alexander and Richards Survey, Abstract No. 42 and the 224.030 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5357, at the Northwest corner of the John Jennings Survey, Abstract No. 647 and the most Northern Northeast corner of said TPJ Properties 184.50 ac., at the Northeast corner of both said Uriah Burns Survey and the herein described tract;

**THENCE** South 01 deg. 25 min. 51 sec. West, with the West line of said John Jennings Survey and the East line of both said TPJ Properties 184.50 ac. and the Uriah Burns Survey, A distance of 1,687.15 ft. to a point in the North line of the 135.345 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5726, at an Ell corner of said TPJ Properties 184.50 ac. and the Southeast corner of the herein described tract;

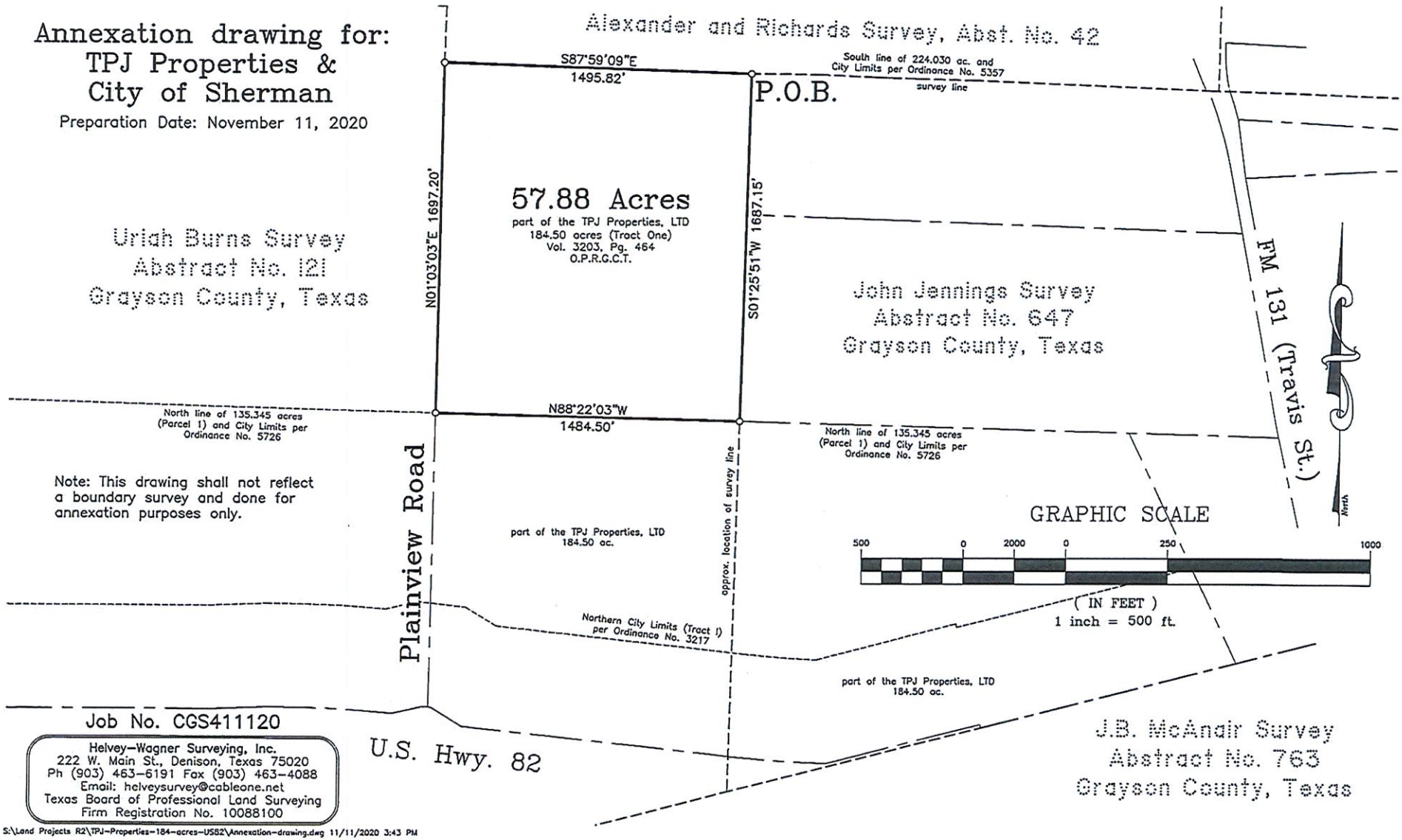
**THENCE** North 88 deg. 22 min. 03 sec. West, with the North line of said 135.345 ac., over and across said TPJ Properties 184.50 ac., a distance of 1,484.50 ft. to a point in or near the pavement of Plainview Road and in the West line of said TPJ Properties 184.50 ac., at the Southwest corner of the herein described tract;

**THENCE** North 01 deg. 03 min. 03 sec. East, along said Plainview Road and with the West line of said TPJ Properties 184.50 ac., a distance of 1,697.20 ft. to a point at the Southwest corner of both said Alexander and Richards Survey and the 224.030 ac. and an Ell corner of said Uriah Burns Survey, at the Northwest corner of both said TPJ Properties 184.50 ac. and the herein described tract;

**THENCE** South 87 deg. 59 min. 09 sec. East, with the South line of both said Alexander and Richards Survey and 224.030 ac. and the North line of both said TPJ Properties 184.50 ac. and said Uriah Burns Survey, a distance of 1,495.82 ft. to the **PLACE OF BEGINNING** and containing **57.88 ACRES** of land.

# Annexation drawing for: TPJ Properties & City of Sherman

Preparation Date: November 11, 2020




Job No. CGS411120


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


S:\Land Projects R2\TPJ-Properties-184-acres-US82\Annexation-drawing.dwg 11/11/2020 3:43 PM

# Heritage Ranch Land Holdings, Ltd.

November 17, 2020

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090

Re: Request for Annexation

Dear Mr. Hefton:

Heritage Ranch Land Holdings, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, Heritage Ranch Land Holdings, Ltd. requests that the City of Sherman annex 136.94 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 136.94 acre tract ("Tract") of land is attached to this request.
3. Heritage Ranch Land Holdings, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the east, US Highway 82 on the south, and FM 1417 on the west.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch West. It is the desire of Heritage Ranch Land Holdings, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch East.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

Sincerely,

T. Ryan Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500

UNDERWOOD

DRAFTING & SURVEYING, INC.

JOB NO. 20110954
LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 1704.49 feet to a point in the center of said Plainview road.

Thence over and across said 356.00 acre tract of land the following calls and distances:

Thence North 89°29'30"West a distance of 2655.21' to a point which is 500.00' from and perpendicular to the centerline of F.M. 1417;

Thence with a curve to the left with an arc length of 1338.12', with a radius of 3341.49', with a chord bearing of North 19°26'52" West, with a chord length of 1329.19' to a point;

Thence North 30°55'12"W a distance of 861.14' to a point;

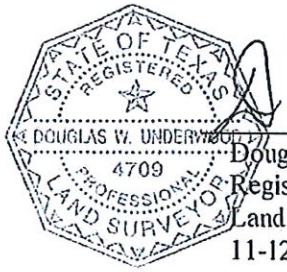
Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 402.09 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

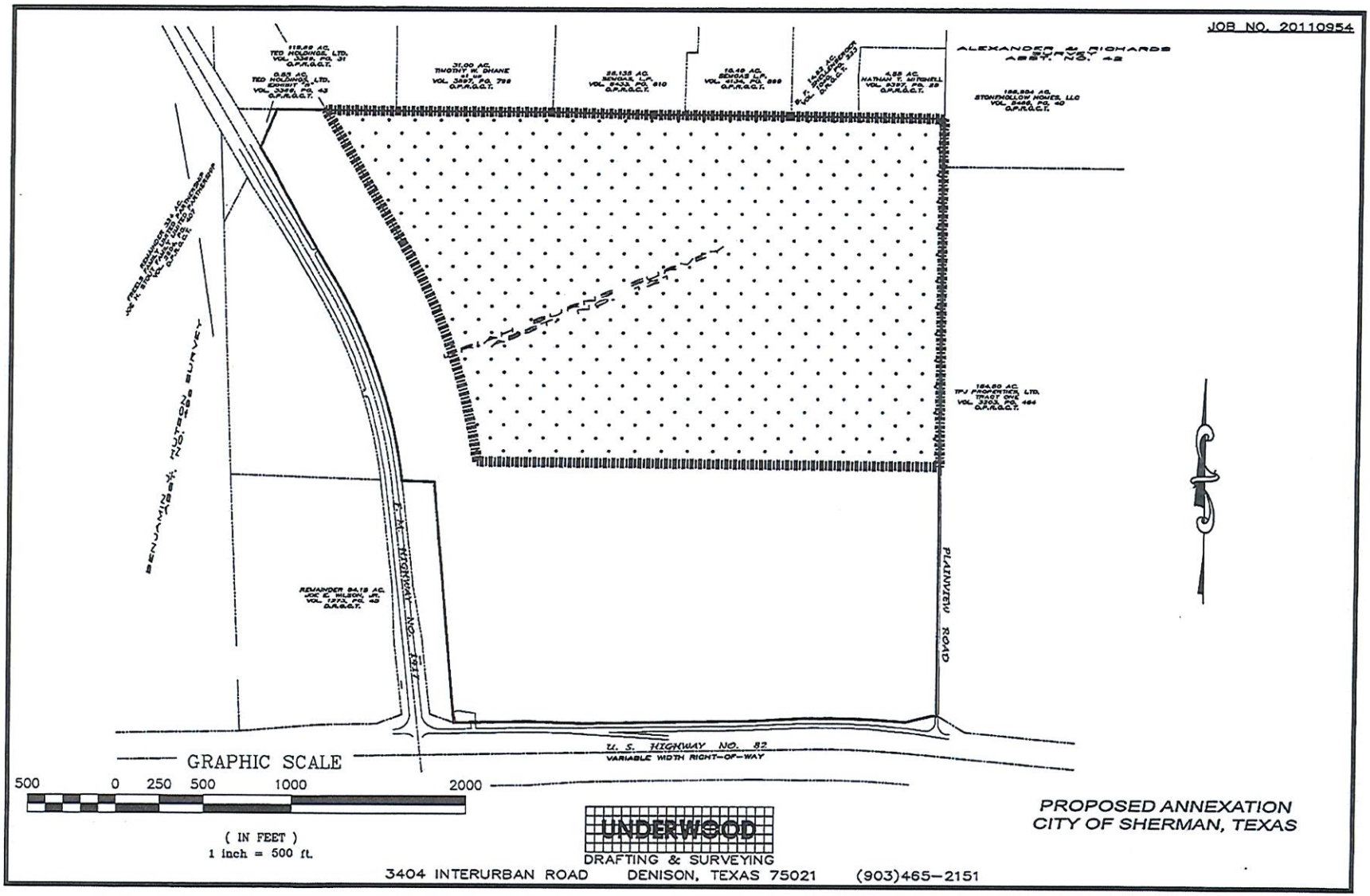
Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2006, recorded in Volume 4134, Page 899, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 136.94 acres of land more or less.




Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
11-12-2020


JOB NO. 20110954
ALEXANDER & RICHARDS SURVEY, A-837, TR. NO. 42
BENJAMIN H. HUTSON SURVEY
E.-W. HIGHWAY NO. 1417
PLAINVIEW ROAD
U. S. HIGHWAY NO. 82
VARIABLE WIDTH RIGHT-OF-WAY
GRAPHIC SCALE
500 0 250 500 1000 2000
( IN FEET )
1 inch = 500 ft.
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151
PROPOSED ANNEXATION
CITY OF SHERMAN, TEXAS

Sherman
CLASSIC TOWN. BROAD HORIZON.

**Developmental Services**

## STAFF REVIEW LETTER

December 7, 2020

TPJ Properties, Ltd
Heritage Ranch Land Holdings, Ltd.
PO Box 670
Sherman, TX 75091

Ryan Johnson
PO Box 670
Sherman, TX 75091

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, Texas 75020

JHP
8340 Meadow Road, Ste. 150
Dallas, TX 75231-3766

Norris Design
1101 Bannock St.
Denver, CO 80204

Dear Applicants,

The request for Heritage Ranch Planned Development located in the 3500-4500 blocks of North FM 1417 (Heritage Parkway) and 600-1900 blocks of West U.S. Highway 82 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, December 15, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the City's General Zoning Ordinance No. 2280, as amended, including but not limited to regulations applicable to the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.
4. All aspects of the City's Floodplain Ordinance must be followed.
5. Street names will need to be approved by the Building and Zoning Department before the plat is filed at the Grayson County Courthouse.

Engineering:

6. Platting of the property is required.
7. Drive approaches and sidewalks must conform to City of Sherman standard and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.

8. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval. Ownership and Maintenance information to be shown on plat.
9. Approval conditional upon addressing comments by Engineering Department submitted via email to Developer on December 07, 2020.
10. Proposed development lies within Airport Airspace Map for North Texas Regional Airport (NTRA). Verify development is a compatible with NTRA airspace.

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.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,

Rob Rae
Incoming Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

# HERITAGE RANCH

# PLANNED DEVELOPMENT

29 OCTOBER 2020

# HERITAGE RANCH

# PLANNED DEVELOPMENT

29 OCTOBER 2020

Submitted to:

**City of Sherman**

Sherman
CLASSIC TOWN. BROAD HORIZON.

Submitted by:

COVENANT DEVELOPMENT

Prepared by:

NORRIS DESIGN
Planning | Landscape Architecture | Branding

JHP
Architecture/Urban Design

COVENANT DEVELOPMENT

Thank you for the opportunity to submit this Planned Development (PD) document to the City of Sherman. This document should be considered the Development Plan which contains the written terms and standards necessary to ensure compliance with the PD objectives and plans. Also, included in this document is the Conceptual Plan for the Heritage Ranch PD. The Conceptual Plan graphically defines the applicant's current intent for the development of the proposed Planned Development. The Conceptual Plan shows general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space, parks and pedestrian trail areas. We are excited about this Development Plan
and the community it defines.

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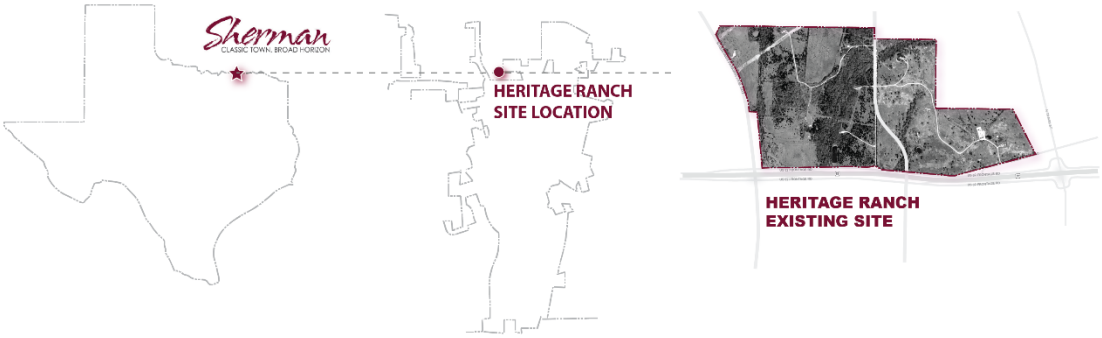
# I. INTRODUCTION

## A. PLAN OVERVIEW AND SITE




The **Heritage Ranch Planned Development (*PD*)** is a multi-use development and community encompassing approximately 439-acres located in and adjacent to Sherman, Texas (the "Development"). The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The use and development regulations set forth in the Heritage Ranch PD provides for and encourages development that contains a compatible mix of uses to allow citizens and visitors to work, play and recreate within the development.

In the event of a conflict between the City of Sherman Code of Ordinances and the regulations and standards contained in this document, this document shall control. Whenever this document is silent upon a regulation or design standard the City of Sherman Code of Ordinances shall control.

This 439-acre site is well located for land development. The site is located within the growing northwest quadrant of Sherman having Highway US 82 as its southern boundary and being less than a mile from Highway US 75 to the east. The US 75 corridor just north of US 82 has been one of the most active commercial destinations in Sherman. The site in bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the immediate east. The property is blessed with a rolling terrain that will aid development and potentially allow the owner to create a chain of lakes to link the development together and provide an amenity for citizens in Sherman.

Sherman is the county seat of Grayson County, Texas. The city's population is estimated at 43,662 in early 2020. It is one of the two principal cities in the Sherman–Denison Metropolitan Statistical Area, and it is part of the Texoma region of North Texas and southern Oklahoma, which establishes a large regional trade area for this site.

## B. DEVELOPMENT OBJECTIVES

The Heritage Ranch PD addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

1. *Create a quality development which will provide new jobs, quality homes and provide added revenue for the City of Sherman via sales and property tax income.*

2. *Offer the potential for a variety of housing types responsive to current and future residents' desire for a mix of housing types.*

3. *This plan offers the City of Sherman the potential for unique and special entertainment that can be the definition of destination orientated.*

4. *Creating quality residential and non-residential development.*

5. *Enhance the natural resources of the site to create land use value from the development of parks, lakes and open space as amenities for the community.*

## C. COMPONENTS OF THE PLANNED DEVELOPMENT

The Heritage Ranch PD is organized in the following manner with each element defining specific items and development patterns being executed in this plan.

### a. Conceptual Plan

The provisions of this document are presented through a Conceptual Plan with accompanying standards and design guidelines. The Conceptual Plan includes a depiction of general area regions, and general circulation patterns. The allocation of specific land uses, buildings and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage.
The Conceptual Plan is an overall guide to the development of the community. The Conceptual Plan illustrates a balanced community that incorporates residential, commercial, and entertainment uses in a walkable pedestrian community.

The Conceptual Plan is attached and incorporated herein as Exhibit "A" – Conceptual Plan, and shall serve as the overall land use plan for the development. Included with Exhibit A is a table which summarizes the general land use acreage depicted on the Conceptual Plan. The acreage and regions shown thereon reflects general area and may be modified by up to 20% more or less to respond to specific changes in the market, as authorized by the City Manager. The Planning and Zoning Commission may approve deviations of more than 20% but not more than 30% with the approval of a formal amendment to this document.

**b. Open Space Framework Plan**

This framework plan depicts the general physical location of park, open space and pedestrian trail amenities. These locations and alignments relate to future roadways and possible divisions of land use types. Some of these separations are created in their location due to an existing utility easement or ROW. It is the desire that these locations will correspond to a well-planned and pedestrian connected community. The lakes and adjacent space are formed in part due the existing topography and surface watershed. Again, it is the desire that the potential lake and/or lakes will be a signature element for the Heritage Ranch PD.

The Open Space Framework Plan is attached and incorporated herein as Exhibit "B" – Open Space Framework Plan, and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Development. The exact location of each open space and trail shall be determined at the time of platting, but shall generally follow the layout identified in the Open Space Framework Plan.

**c. Transportation Master Plan**

This supporting framework plan defines the general location of vehicular transportation routes. These locations relate to future streets and roadways being planned and constructed. All of the roads listed and their specific dimensions are from the current City of Sherman Throughfare Plan. These roadways are planned to align with other existing adjacent roads (Plainview Road and Rex Cruse Drive) also per the current City of Sherman Throughfare Plan. It is the desire of the Heritage Ranch PD to create a transportation network that allows good mobility to and from this site along with connectivity across Sherman.

The Transportation Master Plan is attached and incorporated herein as Exhibit "C" – Transportation Master Plan, and shall serve as the guiding document for the general locations and designs of ingress and egress to the development from public thoroughfares and the general locations and types of collector and arterial streets within the development. The exact locations of the access points to the development from public thoroughfares and the exact layout and design of collector and arterial streets within the development shall be determined at the time of platting, but shall generally follow the Transportation Master Plan.

**d. Land Use Requirements**

This PD is divided into four (4) regions as identified in the Concept Plan. Each region is intended to allow for the development of unique and complimentary uses to the other regions, and especially those regions adjacent to one another. The following uses are the allowable (permitted) uses for each region. No other uses shall be permitted.

- **Permitted Uses – *Commercial***
  This region is primarily intended for mixed-use retail, commercial and office uses.

  Permitted Uses
  Amusement services
  Bed and breakfast
  Car wash
  Childcare facility
  Church/place of worship
  Civic Center
  Community service
  Educational Facility
  Entertainment
  Exhibition hall
  Fraternal organization, lodge, civic club, or union
  Hospital
  Hotel
  Kiosk
  Manufacturing Business
  Market (public)
  Medical office/service
  Microbrewery
  Office
  Outdoor recreation
  Park/playground
  Professional Services
  Public garage/parking structure
  Restaurant
  Retail
  School, other
  Seasonal Uses
  Service Business
  Telemarketing
  Utilities (public)
  Veterinarian clinic

- **Permitted Uses – *Entertainment***

  The Entertainment Region for events, mixed-use retail, and commercial uses.

  Permitted Uses
  Agriculture
  Amusement services
  Bed and breakfast
  Church/place of worship

Civic Center
Community service
Entertainment
Exhibition hall
Hospital
Hotel
Kiosk
Manufacturing Business
Market (public)
Office
Outdoor recreation
Private Club
Public garage/parking structure
Restaurant
Retail
Seasonal Uses
Service Business
Utilities (public)
Veterinarian clinic

- **Permitted Uses - *Residential***

  This region is intended for a variety of residential development of varying density. Residential development within these areas consist of single-family, two, three and four-family residences and townhouses as the primary uses.

  Permitted Uses
  Accessory dwelling
  Accessory structures
  Assisted living facility
  Childcare facility
  Church/place of worship
  Community service
  Continuing care retirement community
  Convalescent and nursing home
  Dwelling, multi-family
  Dwelling, one-family
  Dwelling, two, three or four-family
  Educational Facility
  Family home
  Independent senior living facility
  Medical office/services
  Outdoor recreation
  Park/playground
  School (K through 12)
  Townhouse

Utilities (public)

- **Permitted Uses – Park and Open Space**

  This region is primarily intended for outdoor open uses.

  Permitted Uses
  Community garden
  Greenway
  Open space
  Outdoor Recreation
  Pedestrian trails
  Park/playground
  Public corridor
  Public park, state park, municipal park
  Public plaza
  Public streets
  Reservation
  Schoolyards

- **Permitted Land Use Chart**

  The following chart identifies the permitted land use identified in Section I. In any given region column uses marked with the letter "P" are permitted in that region. Uses marked with a "-" are prohibited in that region.

| LAND USE | Residential | Commercial | Entertainment | Park and Open Space |
|---|---|---|---|---|
| Accessory dwelling | P | - | - | - |
| Accessory structures | P | - | - | - |
| Agriculture | - | - | P | - |
| Amusement services | - | P | P | - |
| Assisted living facility | P | - | - | - |
| Bed and breakfast | - | P | P | - |
| Car wash | - | P | - | - |
| Childcare facility | P | P | - | - |
| Church/place of worship | P | P | P | - |
| Civic Center | - | P | P | - |

| | | | | |
|---|---|---|---|---|
| Community garden | - | - | - | P |
| Community service | P | P | P | - |
| Continuing care retirement community | P | - | - | - |
| Convalescent and nursing home | P | - | - | - |
| Dwelling, multi-family | P | - | - | - |
| Dwelling, one-family | P | - | - | - |
| Dwelling, two, three or four-family | P | - | - | - |
| Educational Facility | P | P | - | - |
| Entertainment | - | P | P | - |
| Exhibition hall | - | P | P | - |
| Family home | P | - | - | - |
| Fraternal organization, lodge, civic club, or union | - | P | - | - |
| Greenway | - | - | - | P |
| Hospital | - | P | P | - |
| Hotel | - | P | P | - |
| Independent senior living facility | P | - | - | - |
| Kiosk | - | P | P | - |
| Manufacturing Business | - | P | P | - |
| Market (public) | - | P | P | - |
| Medical office/services | P | P | - | - |
| Microbrewery | - | P | - | - |
| Office | - | P | P | - |
| Open space | - | - | - | P |

| | | | | |
|---|---|---|---|---|
| Outdoor Recreation | P | P | P | P |
| Park/playground | P | P | P | P |
| Pedestrian trails | - | - | - | P |
| Private Club | - | - | P | - |
| Professional Services | - | P | - | - |
| Public garage/parking structure | - | - | P | - |
| Public park, state park, municipal park, | - | - | - | P |
| Public plaza | - | - | - | P |
| Public streets | - | - | - | P |
| Reservation | - | - | - | P |
| Restaurant | - | P | P | - |
| Retail | - | P | P | - |
| School (K through 12) | P | - | - | - |
| School, other | - | P | - | - |
| Schoolyards | - | - | - | P |
| Seasonal Uses | - | P | P | - |
| Service Business | - | P | P | - |
| Telemarketing | - | P | - | - |
| Townhouse | P | - | - | - |
| Utilities (public) | P | P | P | - |
| Veterinarian clinic | - | P | P | - |

**e. Architectural Requirements**

The architectural standards section governs the commercial, residential, entertainment and open space regions for architectural elements and appurtenances related to the facade materials, roofs, service areas and other building standards.

**f. Site Requirements**

The site development standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

### D. PLANNED DEVELOPMENT PURPOSE

The (PD) Planned Development district is intended to provide for combining and mixing uses into integral land use units such as employment and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners.

The uses to be permitted in any specific (PD) Planned Development district shall be enumerated in the ordinance which creates such district. Any proposed amendment to the uses permitted within a specific (PD) Planned Development district shall be submitted to the city.

Upon submittal of an acceptable PD Document Amendment for a district, or for substantial portions of a district, the City Manager can approve minor changes without Planning and Zoning Commission approval.

## II. SITE DEVELOPMENT STANDARDS

The SITE DEVELOPMENT STANDARDS section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

### A. PUBLIC SPACES *(parks, trails, walkways, etc.)*

There are three (3) different types of public spaces in the Heritage Ranch PD -they include park and open space, pedestrian trails, and pedestrian walkways.

#### a. Park and Open Space

Parks and Open Space will be primarily green environment located along enhanced streets, lakes, and/or pedestrian corridors. Parks and Open Space may include features such as pedestrian shade structures, tables, pedestrian benches, and walking paths. There is the possibility that some or all of the park and open space around the future lakes could be co-developed with the City of Sherman Parks Department for the use of citizens and flood retention (similar to Pecan Grove West and East Parks).

#### b. Pedestrian Trails

Pedestrian trails are to connect uses together and allow pedestrians a safe and healthy manner to traverse the development. Trails within the Heritage Ranch PD may run on existing utility easement and/or ROW's (overhead or underground).

#### c. Pedestrian Walkway

Within the Heritage Ranch PD pedestrian walkways will range from 5 feet to 10 feet wide, as described in the Street Typologies section (city standards). The design intent

provides enhanced pedestrian crossings at street intersections by minimizing curb to curb dimensions.

## B. PUBLIC STREETS

This describes proposed roadway design standards associated for the Heritage Ranch PD with each of the functional classifications as related to the City of Sherman Thoroughfare Plan. Roadway design standards are in the City of Sherman's Subdivision Ordinance and include roadway design criteria and cross section elements for Major Thoroughfares (arterial) and Collector and Local streets. While street classification reflects the functions that roadways serve as part of the street network, roadway design standards are related to traffic volume, design capacity, and level of service.

**Minimum Driveway Spacing and Separation**:

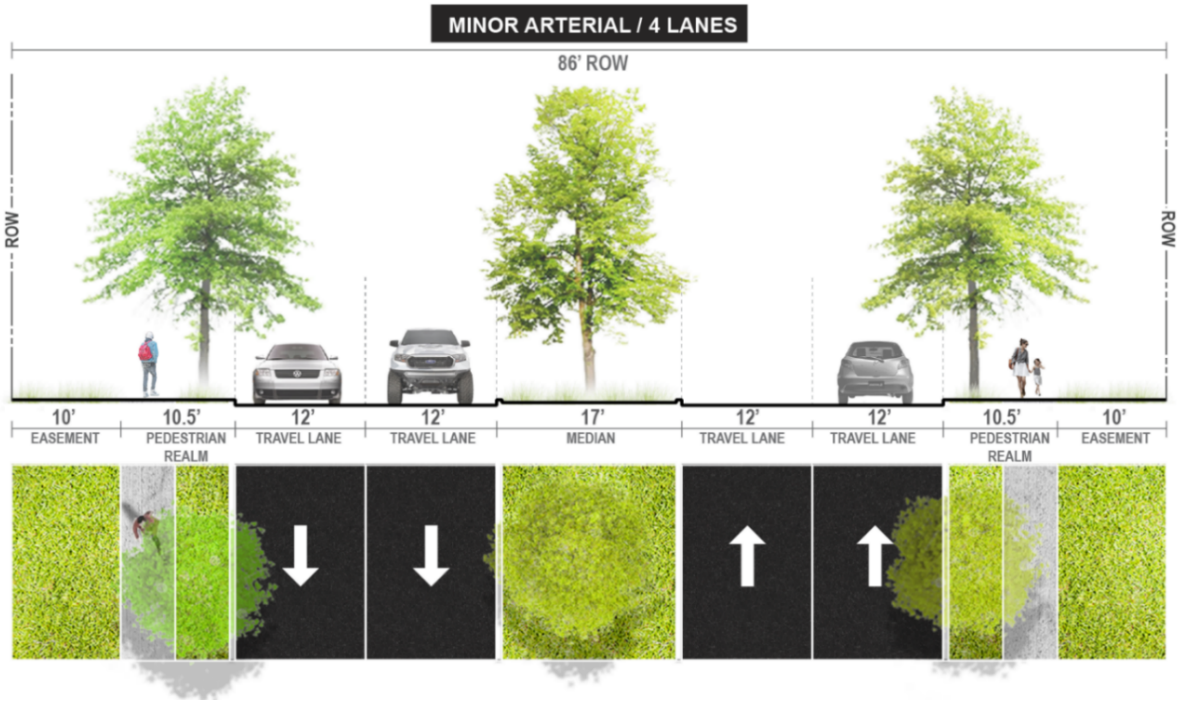
A. Driveway spacing (distance between driveways, measured edge-to-edge):
   1. Highway/Frontage Road—One (1) driveway per three hundred (300) linear feet of frontage or TxDOT regulations if applicable.
   2. Minor Arterial street—One (1) driveway per one hundred (100) linear feet of frontage.
   3. Commercial Collector street—One (1) driveway per seventy-five (75) linear feet of frontage.
   4. Minimum distance from driveway to street corner—Fifty (50) feet, as measured from the street corner radius point of tangency.

B. Driveway separation from intersections (distance measured from the centerline of the rights-of-way to the pavement edge of the driveway).
   1. Highway/Frontage Road intersection with another street— three hundred (300) feet or TxDOT regulations if applicable.
   2. Minor Arterial street intersection with another street—One hundred fifty (150) feet.
   3. Commercial Collector street intersection with another street—One hundred (100) feet.

### a. Minor Arterial

Arterial streets form an interconnecting network for broad movement of traffic in the Heritage Ranch PD development. Arterials typically accommodate between 30 and 40 percent of an area's travel volume. Since traffic movement, not land access, is the primary function of arterial, access management is essential to avoid traffic congestion and delays caused by turning movements for vehicles entering and exiting driveways.

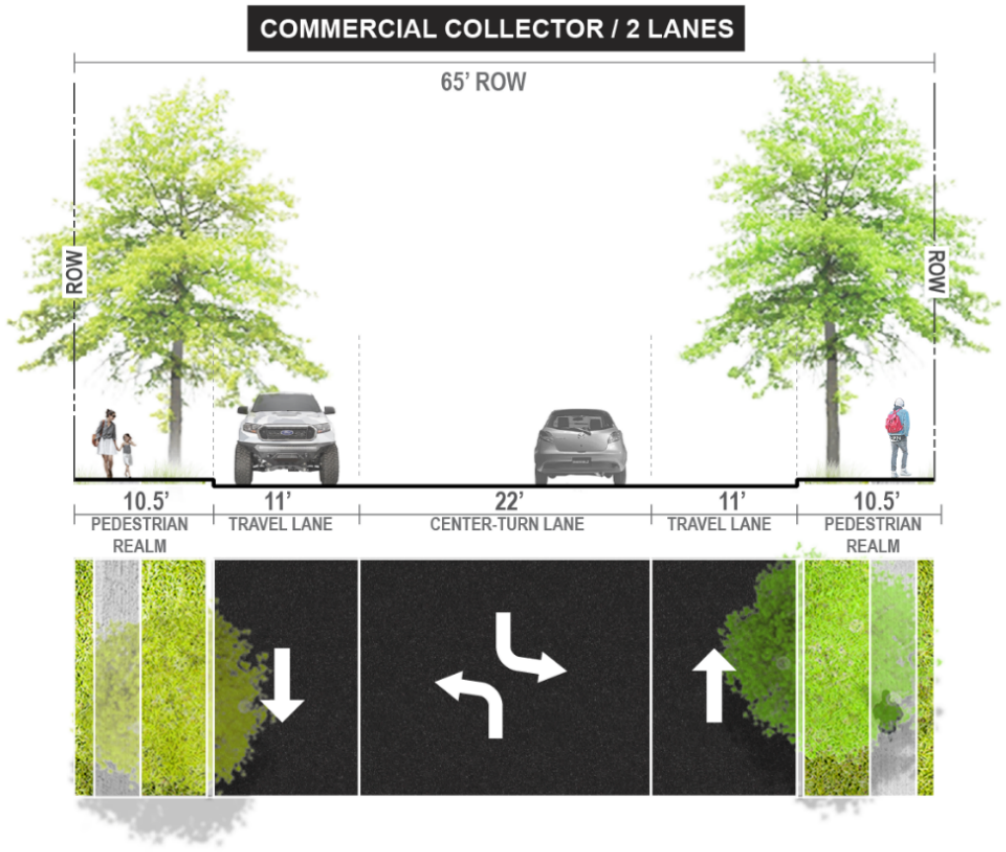
Minor Arterials focus on moving intra-regional traffic. These types of thoroughfares carry high volumes of traffic and also have relatively higher speeds as well. The number of lanes for a Minor Arterial are four (4) based on either the current or the future demands and the potential development. The cross section for this street type is shown below:



### b. Commercial Collector

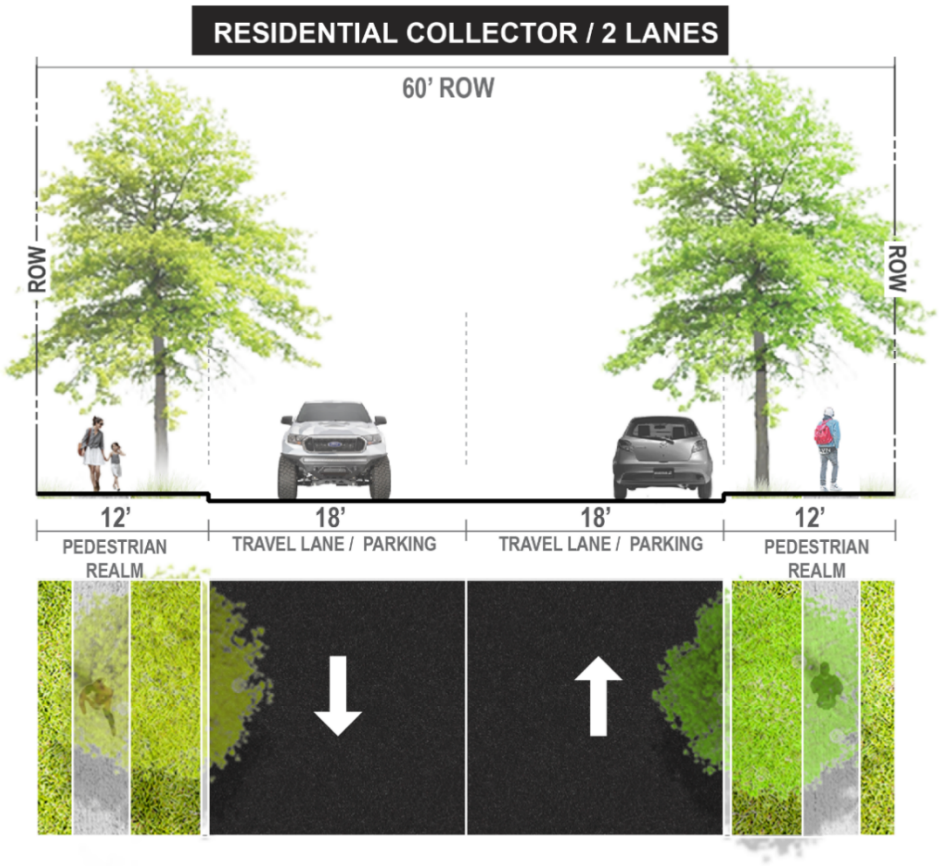
Street layout plans: commercial districts must include collector streets to provide efficient traffic ingress/egress and circulation. Since collectors generally carry higher traffic volumes than urban streets, they require a wider roadway cross section and added lanes at intersections with arterial streets to provide adequate capacity for both through traffic and turning movements.

The commercial collector serves uses related to commercial traffic. The introduction of the center turn lane provides opportunities to improve traffic flow in areas that have multiple driveway locations and higher levels of turning traffic. The cross section for this street type is shown below:



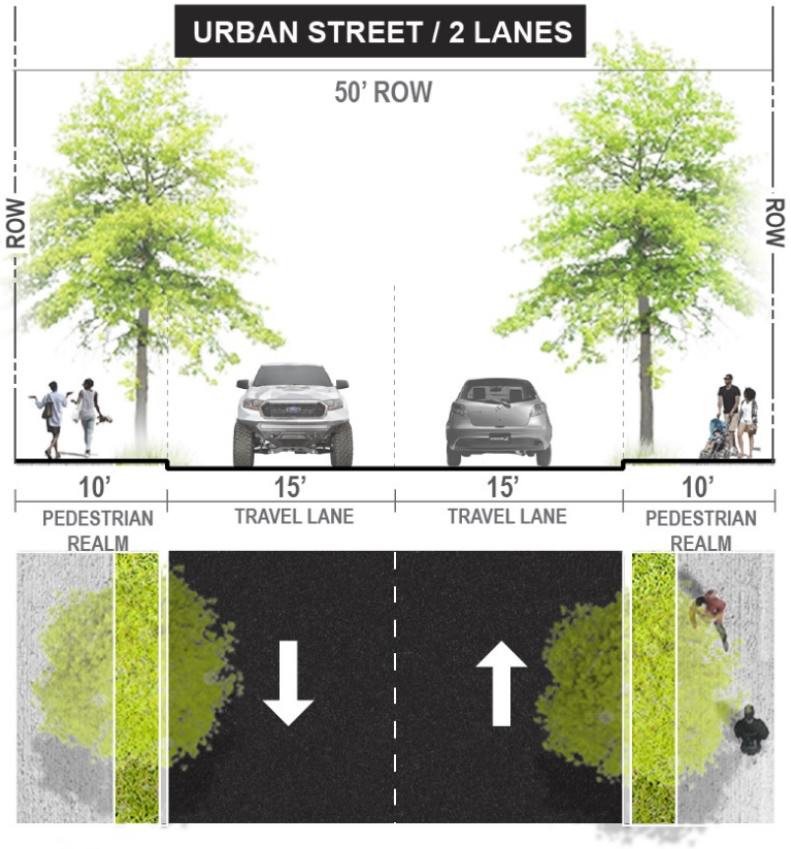
### c. Residential Collector

Residential collectors serve the transportation needs of surrounding neighborhoods. These neighborhoods can vary in housing types but have limited commercial activity including retail or office uses. The cross section for this street type is shown below:



**d. Urban Street**

The current Sherman standard for an urban street is a right-of-way width of 50 feet and a pavement width of 30 feet. However, these standards do not account for situations where less lane width may be acceptable due to lower density and fewer trips generated.




## III. BUILDING TYPOLOGY DESIGN STANDARDS

The BUILDING TYPOLOGY DESIGN STANDARDS section establishes basic parameters for permitted and prohibited uses, building placement, lot widths, height, stories, and overall densities. Building Typologies for uses permitted with conditions that are not specified in the following sections shall be proposed to the City in a manner that satisfies the intent of this Planned Development.

For each standard set identified below, the following building height, building setbacks, lot area and special regulations shall apply, provided that minor deviations therefrom which do not exceed 10% greater or lessor may be approved by the City Manager. Building heights will be measured from the ground immediately adjacent to the foundation to the eave line of the building. In the event that a permitted use in any standard sets does not have a corresponding height or area

regulation specified herein, the height and area regulations for such use shall be those for uses most similar to such permitted use.

## A. RESIDENTIAL STANDARDS

### a. Multifamily/Apartments

- All multi-family apartment buildings within the residential district will be a minimum of two (2) stories and a maximum of five (5) stories.
- Maximum density 28 units per acre
- Maximum lot coverage: Sixty (60) percent total, including main and accessory buildings.
- Minimum requirements for lot area, width, and setback from property lines:
  1. Lot area: ten thousand (10,000) square feet.
  2. Front yard setback: fifteen (15) feet.
  3. Minimum side yard setback: ten (10) percent of the lot width not to be less than five (5) feet, but need not exceed fifteen (15) feet; twenty (20) feet from a street right-of-way line for a corner lot; unless adjacent to a single family, duplex, patio home or single family use, then side and rear setbacks shall be according to the height of the multifamily building, but not exceed fifty (50) feet.
  4. Minimum rear yard: ten (10) feet.
- Building separation: fifteen (15) feet
- Minimum Floor Area:
  - Efficiency Unit: four hundred fifty (450) square feet per unit.
  - One-bedroom Unit: six hundred (600) square feet per unit.
  - Two or more-bedroom Unit: eight hundred twenty-five (825) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two. For example, a three-bedroom unit must have nine hundred fifty (950) square feet.
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.

### b. Townhouses

- Townhouses within the residential district shall have a maximum of three (3) floors.
- Townhouses are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Townhomes shall be grouped in a minimum of two (2) attached townhomes and a maximum of eight (8) attached townhomes.
- Townhomes may be served by rear alleys or front-facing garages.
- Maximum lot coverage: Sixty-five (65) percent total, including main and accessory buildings
- Minimum requirements for lot area, width, and setback from property lines (Townhouses):
  - Lot Area: four thousand (4,000) square feet
  - Lot Width: forty (40) feet

- Front Yard: ten (10) feet
- Side Yard: zero (0) feet for any side abutting another unit; five (5) feet for any side not abutting another unit
- Rear Yard: ten (10) feet

- Building Separation: fifteen (15) feet
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of public streets and neighboring properties).

**c. Patio Homes**

- Patio homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Patio homes may be served by rear alleys or front-facing garages.
- Patio homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Patio homes can be a "for sale" or "for rent" product type
- Maximum lot coverage: sixty-five (65) percent total, including main and accessory buildings
- Minimum requirements for lot area, width, and setback from property lines (Patio Homes):

| **Lot Area** | **Lot Width** | **Setback** | | |
|---|---|---|---|---|
| | | **Front** | **Rear** | **Side** |
| 3,000 SF | 30' | 15' | 10' | * |

*ten (10) percent of the lot width not to be less than four (4) feet but need not exceed fifteen (15) feet; fifteen (15) feet on corner lots adjacent to a street right of way line; and twenty (20) feet from a street right of way line for a key corner lot. OPTIONAL side yard setback: one (1) foot on one side yard and ten (10) feet on the other side yard. Optional side yard setback applies to interior lots only. A five (5) foot maintenance easement is required on the lot that adjoins the one (1) foot side of the adjacent lot for maintenance.

- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of public streets and neighboring properties).

- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

**d. Single Family Homes**

- Single family homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Single family homes may be served by rear alleys or front-facing garages.
- Single family homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Single family homes can be a "for sale" or "for rent" product type
- Maximum lot coverage: Fifty (50) percent total, including main and accessory buildings
- Minimum requirements for lot area, width, and setback from property lines (Single Family Homes):

| **Lot Area** | **Lot Width** | **Setback** | | |
|---|---|---|---|---|
| | | **Front** | **Rear** | **Side** |
| 3,200 SF | 40' | 15' | 10' | * |

*ten (10) percent of the lot width not to be less than four (4) feet but need not exceed fifteen (15) feet; fifteen (15) feet on corner lots adjacent to a street right of way line; and twenty (20) feet from a street right of way line for a key corner lot.

- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of public streets and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited

**e. Non-residential Uses**

Detailed Site Plan approval shall be required for any Permitted Use in the Residential Region that is not nonresidential (e.g., school, church, childcare center, private recreation facility, etc.)

## B. COMMERCIAL STANDARDS

### a. Retail

- Retail will consist of various building typologies - such as large box retail, in-line retail, single use retail, and restaurants. Each typology will have potentially a different building height and design guidelines.
- There will no minimum lot area limitations. Minimum building lines will be established on a recorded plat; provided that if no building lines are established on an approved site plan, the minimum front yard setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum side yard setback is required as long as adjacent buildings conform to the City's Building Code; and there will be no minimum rear yard setback.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all accessory structures, shall not exceed an amount equal to the square footage of the lot or tract in which they are located (1:1).

### b. Office

- Office use will consist of various building typologies – such as larger corporate office buildings, small multi-tenant office buildings, and flex office buildings intended for assemblage and manufacturing uses. Each typology will have potentially a different building height and design guidelines.
- Maximum height: five (5) stories.
- Minimum lot area: none.
- Minimum side and rear yards:
    - When nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall development with lots or lease spaces abutting one another, no side yard is required provided that the City's Building Code requirements have been met.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all accessory structures, shall not exceed an amount equal to the square footage of the lot or tract in which they are located (1:1).
- There will no minimum lot area limitations. Minimum building lines will be established on a recorded plat; provided that if no building lines are established on an approved site plan, the minimum front yard setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum side yard setback is required as long as adjacent buildings conform to the City's Building Code; and there will be no minimum rear yard setback.

### c. Hotel (Full and Limited Service)

- The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new hotel buildings in the Heritage Ranch development.

- Hotel shall be defined as a building with habitable rooms or suites which are reserved for guests who rent the rooms or suites on a daily basis, and with controlled access to the rooms via a lobby or interior hallway.
- The establishment shall furnish customary hotel services such as linen, maid service, telephone, use and upkeep of furniture.
- Building articulation shall be included on all facades.
    i. A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk.
    ii. Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property.
    iii. All full service hotels may provide:
        *1.* Swimming pool.
        *2.* Other recreational facilities such as, but not limited to, exercise rooms equipped with exercise equipment, tennis or racquetball courts, spas, or game areas.
        *3.* Full service hotels shall provide a full-service restaurant.
        *4.* Meeting or conference facilities
- Maximum height: six (6) stories
- There will no minimum lot area limitations. Minimum building lines will be established on a recorded plat; provided that if no building lines are established on an approved site plan, the minimum front yard setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum side yard setback is required as long as adjacent buildings conform to the City's Building Code; and there will be no minimum rear yard setback.

## C. ARENA / ENTERTAINMENT

- The arena/entertainment district is designed to encourage the concentration of recreational, entertainment and cultural uses to complement the development's hotel/convention center.
- Paved sidewalks, driveways and parking areas are required.
- Overflow parking may be paved but can be grass, gravel, or other methods.
- All development shall meet the minimum parking standards as set out in the Sherman Zoning Ordinance, where the parking requirement shall be based on the predominate use.
- Off-site parking shall be allowed adjacent to the arena site.
- Overnight trailer parking and RV hookups shall be screened from view of public roadways.
- Recreational vehicles, travel trailers or motor homes may be used on a temporary basis during events.
- All rooftop equipment shall be screened from view.
- Screening of loading and storage facilities is required.
- All horse stables and other animal holding areas should be fenced or screened from Public View.
- There will no minimum lot area limitations. Minimum building lines will be established on a recorded plat; provided that if no building lines are established on an approved site plan, the minimum front yard setback for the main building may vary between ten

(10) and twenty-five (25) feet; no minimum side yard setback is required as long as adjacent buildings conform to the City's Building Code; and there will be no minimum rear yard setback.

### D. HEIGHT LIMIT EXCEPTIONS

- Unless noted in this PD, no specific height limits in the commercial or arena/entertainment standards.
- For all design categories, architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including but not limited to spires, belfries, towers, cupolas, domes, and roof forms shall not count towards heigh limitations.
- For commercial areas, mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend above the actual building height.

## IV. ARCHITECTURAL STANDARDS

The ARCHITECTURAL STANDARDS section will govern residential and commercial architectural elements and treatments related to the facade materials, roofs, service areas and other elements and standards.

The City Manager may approve alternative exterior building materials if he/she determines that such materials are equivalent or better than those required herein and the same enhance the architectural design and creativity of the building or structure and do not adversely impact surrounding developed properties.

### A. RESIDENTIAL - MULTIFAMILY / APARTMENTS

**A. Façade Materials**

i. Permitted primary building materials (which must cover not less than 75% of the area of the facade) should be:
   a. Masonry/stone
   b. Stucco/plaster
   c. Cementitious siding [Hardie-plank™ or equivalent]
   d. Other primary building materials shall be required to obtain a special exception as a part of Detailed Site Plan approval.

**B. Accent Elements**

i. Multi-family/apartment accent building materials (which may cover no greater than 25% of the area of the facade) may be:
   a. Pre-cast masonry (for trim and cornice elements only)
   b. Gypsum reinforced fiber concrete (for trim elements only)
   c. Metal (for beams, lintels, trim elements and ornamentation only)

d. Honed, colored or split-faced CMU block (only for piers, foundation walls and chimneys)

**C. Building Awnings and Canopies**

1. Awnings and canopies when used should be architectural and constructed with fully opaque materials that complement the building's character.
2. Awnings and canopies shall not be internally illuminated.

**D. Building Roofs**

1. Permitted roof materials:
   a. Architectural asphalt shingles
   b. Tile, clay or concrete (faux clay)
   c. Slate (equivalent synthetic or better)
   d. Metal (standing seam, equivalent or better)
   e. Roofing material may be monolithic Thermoplastic Polyolefin (TPO) membrane or equivalent material.

**E. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from Public View.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from Public View.
4. Air conditioning units may be located at grade and screened from Public View and/or located on the roof of said structure.
5. All screening devices shall consist of landscaping, material compatible with the architectural character of the main structure, or a combination.
6. Perimeter fencing or screening shall not be required.
7. Location of solid waste facilities shall be approved at the time of Detailed Site Plan approval.
8. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

## B. RESIDENTIAL – TOWNHOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   a. Masonry/stone
   b. Stucco/plaster
   c. Cementitious siding [Hardie-plank™ or equivalent]
   d. Wood siding
   e. Other primary building materials shall be required to obtain a special exception as a part of Detailed Site Plan approval.

**B. Accent Elements**

1. Townhome accent building materials (which may cover no more than 20% of the area of the facade) may be:
   a. Pre-cast masonry (limited trim and cornice elements only)
   b. Gypsum reinforced fiber concrete (limited to trim elements only)
   c. Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
   d. Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted roof materials:
   a. 30-year dimensional shingles
   b. Tile, clay or concrete (faux clay)
   c. Slate (equivalent synthetic or better)
   d. Metal (may be limited to porches or accent roofs)
2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
   a. Pitched roofs
   b. Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
   a. Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials
   b. Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## C. RESIDENTIAL - PATIO HOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

2. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   a. Masonry/stone
   b. Stucco/plaster
   c. Cementitious siding [Hardie-plank™ or equivalent]
   d. Wood siding
   e. Other primary building materials shall be required to obtain a special exception as a part of Detailed Site Plan approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:

a. Pre-cast masonry (limited trim and cornice elements only)
b. Gypsum reinforced fiber concrete (limited to trim elements only)
c. Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
d. Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted roof materials:
   a. 30-year dimensional shingles
   b. Tile, clay or concrete (faux clay)
   c. Slate (equivalent synthetic or better)
   d. Metal (may be limited to porches or accent roofs)
2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
   a. Pitched roofs
   b. Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
   a. Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
   b. Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## D. RESIDENTIAL - SINGLE FAMILY HOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   a. Masonry/stone
   b. Stucco/plaster
   c. Cementitious siding [Hardie-plank™ or equivalent]
   d. Wood siding
   e. Other primary building materials shall be required to obtain a special exception as a part of Detailed Site Plan approval.

**B. Accent Elements**

2. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
   a. Pre-cast masonry (limited trim and cornice elements only)
   b. Gypsum reinforced fiber concrete (limited to trim elements only)

c. Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
d. Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted Roof Materials:
   a. 30-year dimensional shingles
   b. Tile, clay or concrete (faux clay)
   c. Slate (equivalent synthetic or better)
   d. Metal (may be limited to porches or accent roofs)
2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
   a. Pitched roofs
   b. Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys
   a. Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
   b. Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## E. COMMERCIAL – OFFICE

Prior to site and building permit requests, architectural building elevations shall be approved with the Detailed Site Plan to ensure continuity and consistency of development of the Property.

**F. Materials and Colors**

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Materials and colors for wall and monument signs should be compatible with the main building's colors and materials.
4. All exterior materials, textures and colors shall be appropriate for the architectural style or theme of the building.
5. Compatible colors on a single facade, or composition, should seek to add interest and variety while reducing building scale.

**G. Building Lighting**

1. The design of the building's exterior light fixtures shall be architecturally compatible to the character of the development.

**H. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**I. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from Public View.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from Public View.
4. Air conditioning units may be located at grade and screened from Public View and/or located on the roof of said structure.
5. All screening devices shall consist of landscaping, material compatible with the architectural character of the main structure, or a combination.
6. Location of solid waste facilities shall be approved at the time of Detailed Site Plan approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**J. Canopies & Awnings**

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

**K. Signage & Graphics**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**L. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## F. COMMERCIAL - FLEX OFFICE

Prior to site and building permit requests, architectural building elevations must be approved with the Detailed Site Plan to ensure continuity and consistency of development of the Property.

**A. Façades Materials**

1. Long, blank facades should be avoided to the extent possible.

2. Facades of large buildings visible from a public street should include architectural features such as reveals, windows and openings.
3. Primary building entries should be readily identifiable.
4. Steel/Metal siding
5. Steel structural supports

**B. Accent Elements**

1. Accent building materials (near 5% of the area of the facade) may be:
   a. Limestone
   b. Other masonry
   c. Hone, colored or split-faced CMU block

**C. Materials and Colors**

1. Large expanses of smooth material (e.g. concrete) should be broken.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

**D. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**E. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**F. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from Public View.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from Public View.
4. Air conditioning units may be located at grade and screened from Public View and/or located on the roof of said structure.
5. All screening devices shall consist of landscaping, material compatible with the architectural character of the main structure, or a combination.
6. Location of solid waste facilities shall be approved at the time of Detailed Site Plan approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## G. COMMERCIAL - HOTEL (FULL AND LIMITED SERVICE)

Prior to site and building permit requests, architectural building elevations must be approved with the Detailed Site Plan to ensure continuity and consistency of development of the Property.

**A. Building Materials**

All construction must have an exterior facade of a minimum of eighty (80) percent glass, brick, masonry, stone, stucco, EIFS, or other cementitious type of materials on each facade. The remaining twenty (20) percent may be of any other building code acceptable material of a contrasting color, texture, or design.

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building.
4. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

**B. RV Parking**

1. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a defined location.

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**E. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from Public View.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from Public View.
4. Air conditioning units may be located at grade and screened from Public View and/or located on the roof of said structure.

5. All screening devices shall consist of landscaping, material compatible with the architectural character of the main structure, or a combination.
6. Location of solid waste facilities shall be approved at the time of Detailed Site Plan approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**F. Canopies & Awnings**

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## H. COMMERCIAL

Prior to site and building permit requests, architectural building elevations must be approved with the Detailed Site Plan to ensure continuity and consistency of development of the Property.

**A. Facade Materials**

Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:

1. Masonry/stone
2. Stucco/plaster
3. Cementitious siding (Hardie-plank™ or equivalent)
4. Other primary building materials shall be required to obtain a special exception as a part of detailed site plan approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**E. Building Awnings and Canopies**

1. Materials, illumination and location:
    a. Awnings and canopies shall be architectural and constructed with fully opaque materials that complement the building.
    b. Awnings and canopies shall not be internally illuminated.

**F. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from Public View.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from Public View.
4. Air conditioning units may be located at grade and screened from Public View and/or located on the roof of said structure.
5. All screening devices shall consist of landscaping, material compatible with the architectural character of the main structure, or a combination.
6. Location of solid waste facilities shall be approved at the time of Detailed Site Plan approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## I. COMMERCIAL - ARENA / ENTERTAINMENT

Prior to site and building permit requests, architectural building elevations must be approved with the Detailed Site Plan to ensure continuity and consistency of development of the Property.

**A. Facade Materials**

Permitted primary building materials which will follow the design style of a North Texas ranch /livestock arena (which must cover not less than 95% of the area of facade) shall be:

1. Steel/Metal siding
2. Steel structural supports

**B. Accent Elements**

2. Accent building materials (near 5% of the area of the facade) may be:
   d. Limestone
   e. Other masonry
   f. Hone, colored or split-faced CMU block

**C. Roof Forms**

2. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**E. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from Public View.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from Public View.
4. Air conditioning units may be located at grade and screened from Public View and/or located on the roof of said structure.
5. All screening devices shall consist of landscaping, material compatible with the architectural character of the main structure, or a combination.
6. Location of solid waste facilities shall be approved at the time of Detailed Site Plan approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**F. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.
3. Signage will be large to be in scale with this building.

**G. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## V. SITE ELEMENTS - *Lighting, parking, and signage standards*

The SITE ELEMENTS section establishes the standards for public / private exterior space lighting, provision of adequate parking, and compatible signage.

### A. LIGHTING

Illumination is key to the safety and enjoyment of exterior environments by citizens, patrons, and guests of Heritage Ranch PD.

**a. Pedestrian Trail**
Walkway lighting with standard, pedestrian height poles, bollards and/or wall mounted fixtures are allowed.

b. **Main Street**
Main Street style is an option to create for a special pedestrian street. This is a destination for a pedestrian oriented shopping or commercial district that typically includes special themed lighting. Such themed lighting will be allowed.

**c. Parking Lot**
Standard poles and fixtures shall be of a single color, compatible with the architecture of the building.

**d. Street Lighting**

i. General

- All new developments should provide pedestrian scaled streetlights where feasible.
- All new alleys should have lights mounted on outbuildings or garages. These lights should be connected to a separate circuit other than the main building.
- Outdoor lighting should create and encourage a pedestrian friendly environment, which is especially beneficial to residential neighborhoods and neighborhood business districts. Pedestrian-scale lights should improve walkway illumination for pedestrian traffic and enhance community safety and business exposure.
- Street lighting should be designed to be appropriate to its neighborhood identity. Such things as height of lamp post, lamp head and lighting source and spacing can all be calibrated accordingly.
- Where existing light poles provide street lighting, new light fixtures may be mounted on existing poles to maximize resources and minimize installation time. A more expensive option is to install the new light fixtures on top of free- standing poles that receive power via underground conduit.

ii. Size

- The height of lamp posts should be designed to be proportional to the width of the street. The general regulated height of street lamps should be 12 to 15 feet for pedestrian- oriented neighborhoods. Typically, the 12 foot lampposts should be used in residential neighborhoods and the 15 foot lampposts on the retail streets. This is not required for parking areas.
- For those intersections that require more light, the 20 foot lamppost can be instituted for safety, but should be used only if necessary.

iii. Location
- The minimum clearance from a street light pole to the face of curb should be 2 feet.
- The minimum clearance from a street light pole to the edge of a sidewalk should be 1 foot.
- The minimum clearance from a street light pole to the centerline of a tree should be 20 feet.
- A consistent on-center distance for lampposts should be established appropriate to the location. Typically, this dimension is 90 feet on center.
- On residential side streets, light posts should be placed within the parkway (tree planting strip) where one exists or within 2 feet from the curb when such a location does not reduce the sidewalk dimension to less than 5 feet.
- In existing residential neighborhoods, when street lighting will be added and neither of the above conditions can be met, lamp posts should be placed within 1 foot of the sidewalk in the front yard (front setback), provided an utility easement is already in place in that location.
- Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.

iv. Character
- All lamp posts should have a base, a middle and a top.
- Where applicable, the style of the street fixtures should be consistent.
- High-pressure sodium lights are prohibited. LED lights are encouraged.
- Cobra-heads shall not be used in residential streets or pedestrian-oriented commercial streets. Cobra-heads should only be used on high-volume traffic streets.
- Shoebox style lighting should not be used, except in large parking areas, in the rear of buildings.
- Column streetlights should be used on residential streets.
- Multi-head column streetlights should be used on retail streets.

## B. PARKING

Surface parking required by Heritage Ranch PD and City of Sherman for residential, commercial, office, retail and entertainment land uses.

Parking lots with two hundred (200) spaces or more shall be divided into separate areas divided by landscaped areas or walkways measuring a minimum of ten (10) feet in width or by a building or group of buildings.

a. Pedestrian walkways shall be directly linked to entrances and the internal circulation of the building.

b. Connections shall be made when feasible to any streets adjacent to the property and to any pedestrian facilities that connect to the property unless pedestrian and/or traffic hazards prohibit such connections.

c. Adjacent nonresidential sites shall provide cross vehicular access between nonresidential lots.

**Minimum Parking Requirements**

Minimum parking requirements for each land use is noted below

**a. Residential**

The minimum number of car parking spaces shall be provided in accordance with the following ratios:

i. Single-family dwelling units: two (2) spaces per unit on a paved driveway all concrete or similar paved surface such as turf pavers, brick pavers, or asphalt.

ii. Two-family dwelling units: four (4) spaces per dwelling (two spaces per unit).

iii. Efficiency units (zero bedrooms): one (1) space per unit.

iv. One-bedroom units (apartments): one and one half (1.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

v. Two-bedroom units (apartments): two (2) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

vi. Three-bedroom units (apartments): two and one half (2.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

vii. Four-bedroom units (apartments): three (3) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

**b. Retail**

One (1) space per 250 SF of gross floor area.

**c. General Commercial**

One (1) space per 250 SF of gross floor area.

**d. Restaurant**

One (1) space per 150 SF of gross floor area.

**e. Office**

One (1) space per 300 SF of gross floor area.

**f. Hotel (Limited and Full Service)**

Parking shall be provided in accordance with the following standards:

i. One (1) space per guest room,
ii. Plus one (1) space per each five (5) restaurant or lounge area seats,
iii. Plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

**g. On-Street Parking**

The Heritage Ranch PD will allow on-street parking per city code on the street types as designed. The street types that will have this parking are the Urban Street, Residential Collector, and the specific Main Street.

**h. Off-Street Parking Requirements**

i. On-street parking within 200 feet of a parcel shall be counted toward the total required parking for that parcel.
ii. Upon submittal of an acceptable comprehensive parking plan for a region, or for substantial portions of a region, the City Manager may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval provided that such alternatives are consistent with this PD and the overall Development
iii. A parking plan is required at the time of Detailed Site Plan submittal.

## C. WAYFINDING AND SIGNAGE

Unless specifically provided for below or addressed in other sections of this PD, the Development shall conform to the Sign Requirements set forth in the City of Sherman Code of Ordinances.

A. A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed throughout the Development.

B. Signs for a retail, office or similarly permitted use may be hung from the front of the building and may extend perpendicularly up to 30 inches into the pedestrian walkway provided that the bottom of such sign shall be at least 8 feet above the pedestrian walkway.

C. Wayfinding and Signage within the Development shall conform generally to the design pallet, theme, and architectural elements of the Development.

D. Upon submittal of an acceptable sign plan for a region, or for a substantial portion of a region, the City Manager may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are consistent with this PD and the overall Development.

E. A sign plan for a region is required at the time of Detailed Site Plan submittal.

F. Portable or wheeled signs located outside any building shall be prohibited.

## VI. LANDSCAPE STANDARDS

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

### A. LANDSCAPE

**a. Landscape Definition**

Landscaping shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover.

**b. Site Definition**

Site shall be defined, for the purposes of these guidelines, as any plot, tract or parcel of land or combination of contiguous lots, tracts or parcels of land.

**c. Compliance**

Landscaping shall conform to the following:

i. Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
ii. Due to certain circumstances, conditions, or hardships, the City Manager may authorize a reasonable delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
iii. If such a delay is authorized by the City Manager, all landscaping shall be planted not later than the date provided in the authorization from the City Manager.

iv. All landscaping shall be installed so as to avoid hazards.
v. Upon submittal of an acceptable landscaping and/or screening plan for a region, or for substantial portions of a region, the City Manager may recommend alternative landscaping and screening requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are consistent with this PD and the overall Development.
vi. A landscaping plan is required at the time of Detailed Site Plan approval.
vii. Tree and landscaping:
    *1.* City of Sherman finds that the planting of trees aids in the stabilization of soil by preventing erosion and sedimentation, generates oxygen, and provides a buffer.
    *2.* This document shall apply to all new residential and commercial construction.
    *3.* Any lot having a building setback of greater than ten (10) feet shall have at least one (1) front yard tree of at least three (3) caliper inches in diameter.

## B. SCREENING

- Landscaping shall be a permitted screening mechanism.
- If landscaping is used as a screening mechanism, screening height shall be a minimum of three (3) feet at full maturity of landscape unless otherwise noted in this Section.
- All landscaping shall be installed so as to avoid hazards.
- Shrubs of sufficient height when used alone, or in conjunction with other materials, shall meet the minimum height requirements of this Section.
- Masonry walls shall be a permitted screening mechanism.
- Wood opaque fencing and walls shall be permitted as a screening mechanism and must be maintained in good condition without fallen and/or rotten wood.
- Metal opaque fencing shall be permitted as a screening mechanism as ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- Privacy fences in the Residential Region shall consist of wood, ornamental metal with a consistent design and finished in black, or masonry fence materials.
- Where residential uses are incorporated into commercial uses and in multi-family areas, screening walls or mechanisms shall not be required.
- Fence and wall materials and locations will be approved as part of the Detailed Site Plan approval.
- Fences and walls consisting of materials or placed in locations not addressed in this Section, may be approved as part of the Detailed Site Plan approval.
- Site features noted below hereinafter shall be screened in accordance with above requirements.

### a. Rear Yards and Service Yards

Service yard, side yard or service side of a nonresidential use is adjacent to a public thoroughfare shall be screened. If landscaping is used as a screening mechanism,

the average height of the landscaping shall be a minimum of six (6) feet at full maturity.

**b. Loading Docks**

Where the rear yard, side yard or service side of a nonresidential use is adjacent to a public thoroughfare. If landscaping is used as a screening mechanism, the average height of the landscaping shall be a minimum of six (6) feet at full maturity.

**c. Solid Waste**

All solid waste areas shall be screened from Public View. If landscaping is used as a screening mechanism, the average height of the landscaping shall be a minimum of six (6) feet at full maturity.

**d. Ground-mounted Equipment**

When practical, large ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be reasonably screened or located away from the view of public thoroughfares. If landscaping is used as a screening mechanism, the average height of the landscaping shall be a minimum of three (3) feet at full maturity

## C. PARKING LOTS AND STREETS

- Screening of nonresidential off-street parking lots over twenty-five (25) spaces shall be landscaped.
- All areas that are used for parking shall conform to the minimum landscaping requirements within the city.
- Landscaping shall consist of a combination of such plant materials as follows: ground cover, shrubs, vines, hedges, trees, or other such materials.
- Required street trees will be planted within the streetscape areas identified on the typical street sections found in Section II, B of this PD, with the exception of the typical street section for the Residential Collector and the Urban Street. Trees for these street sections may be located outside the Pedestrian Realm and be included in the front yard setback area.
- Required street trees may be clustered if approved by the City Manager in order to facilitate, among other things, creative design, visibility, or safety.
- For the Minor Arterial and Commercial Collector street sections set forth in this PD, street trees will be provided at a minimum of one tree for every 100 linear feet.
- Tree wells are permitted and may be covered with grates, living plant materials or some permeable non-living material.
- Street trees to be at least three (3) caliper inches in diameter.

### D. FENCES AND WALLS

- Residential districts: no fence, hedge or enclosure wall shall exceed a height of eight (8) feet.
- Commercial and manufacturing districts: security fences may be erected to a height of ten (10) feet.

## VII. PARKS, TRAILS AND OPEN SPACE STANDARDS

The city reserves the right to negotiate with the developer to acquire property within the subdivision for parks and recreational areas. The location of these areas will be in general accordance with the comprehensive plan for the City of Sherman, as adopted by the city council.

The Open Space Framework plan is attached as Exhibit "B" and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Heritage Ranch PD. The exact location of each open space and trail shall be determined at the time of Detailed Site Plan.

### A. PARK

Final designs consistent with these typical park designs shall be produced as final alignment and engineering are performed for each Detailed Site Plan submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the City Manager.

### B. LAKES AND OPEN SPACE

Final designs consistent with these lake and open space typical designs shall be produced as final alignment and engineering are performed for each Detailed Site Plan submittal.

### C. PEDESTRIAN TRAILS

Connected pedestrian access shall be provided throughout much of the development and shall include internal neighborhood trails constructed in phases concurrent with the construction of such neighborhoods that ultimately connect to the master trail system identified during the Detailed Site Plan.

Final designs consistent with these typical pedestrian trail designs shall be produced as final alignment and engineering are performed for each Detailed Site Plan submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the City Manager.

## VIII. DEFINITIONS

For purposes of these Regulations, certain words and terms are to be used and interpreted as defined hereinafter. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise.
The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

*Accessory dwelling.* A separate living unit, detached from the primary structure, complete with kitchen, bathroom and sleeping facilities.

*Accessory structure.* A structure located on the same premise that is customarily incidental, detached and subordinate to the primary structure or use.

*Accessory use.* A use that is customarily incidental, appropriate and subordinate to the principal use of land or building(s).

*Agriculture.* The use of any tract of land for the production of animal or vegetable life; uses include, but are not limited to, the pasturing, grazing, and watering of livestock and the cropping, cultivation, and harvesting of plants.

*Alley.* A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

*Amusement services.* A commercial facility that includes, but is not limited to, bowling alleys, movie theatres, music halls, indoor skating rinks, video arcades, pool and billiard halls, shuffleboard courts, baseball hitting ranges, miniature golf, golf driving ranges and shooting arcades.

*Assisted living facility.* An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services pursuant to the applicable regulations contained in the Texas Health and Safety Code.

*Bed and breakfast/boarding house.* A dwelling arranged or used for lodging for compensation, with or without meals.
*Building.* Any structure used or intended for supporting or sheltering any use or occupancy.

*Building height.* The vertical distance from grade plane to the average height of the highest roof surface.

*Building line.* The line established by law, beyond which a building shall not extend, except as specifically provided by law.

*Building, main or primary.* A building in which the principal use of the lot on which it is situated is conducted. In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

*Car wash.* A place or business equipped for washing cars and other motor vehicles.

*Child care facility.* A facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

*Church/place of worship.* An institution that people regularly attend to participate in or hold religious services, meetings, or other activities. This term does not carry a secular connotation and includes the buildings or other locations in which the religious services of any denomination are held.

*City.* The City of Sherman, Texas.

*City council.* The governing body of the City.

*City manager.* The city manager of the City or his/her designee.

*Civic center.* A building or group of buildings containing administrative offices for the operations of local government that is:

(a) owned and operated by the City of Sherman and
(b) used predominantly for office and meeting space for local government and/or community activities.

*Code.* The City of Sherman Code of Ordinances.

*Community garden*. A community garden is a single piece of land gardened collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.

*Community home.* Community-based residential home pursuant to the applicable regulations of the Texas Human Resource Code.

*Community service.* A facility that is designed for the benefit of the public or its institutions including but not limited to community centers, libraries, post offices, agencies, etc.

*Continuing care retirement community.* A housing development designed to provide a full range of accommodations for older adults (55 years of age or older), including independent living, assisted living and skilled full-time nursing or medical care, that may consist of single family detached and attached, duplex, triplex, quadraplex and/or multi-story structures.

*Convalescent and nursing homes and related institutions.* An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides minor treatment under the direction and supervision of a physician licensed by the Texas State Board of Medical Examiners, or other services that meet some need beyond the basic provision of food, shelter, and laundry pursuant to the applicable regulations contained in the Texas Health and Safety Code.

*Detailed Site Plan.* Site plan approved by the City of Sherman.

*Density.* The total number of residential buildings allowed upon a given tract of land usually expressed in total number of units per gross acres or net acre.

*Detached.* Having no physical connection above the top of the floor line of the first floor with any other building or structure.

*Dwelling.* Any building or portion thereof, which is designed or used exclusively for residential purposes.

*Dwelling, multifamily.* A building or portion of a building having suitable accommodations for three or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes premises occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as apartments, dormitories, lodging houses, rooming houses, and all the dwellings similarly occupied.

*Dwelling, one-family.* A detached building used exclusively for residential purposes having suitable accommodations for only one family.

*Dwelling, two-family.* A detached building used exclusively for residential purposes and designed for or occupied by two families living independently of each other.

*Easement.* A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

*Educational facilities.* Public and private primary, secondary and post-secondary educational facilities offering instruction in the branches of learning and study required to be taught by the Texas Education Agency; and such federally funded educational programs for preschool children as the Head Start Program.

*Entertainment.* Includes shows, plays, skits, musical revues, children's theater, dance productions, public dance, musical concerts, opera and the production or provision of sights or sounds or visual or auditory sensations which are designed to or may divert, entertain or otherwise appeal to members of the public who are admitted to a place of entertainment, which is produced by any means, including radio, television, video reproduction, piano, orchestra or band or any other musical instrument, slide or movie projector, spotlights, or interruptible or flashing light devices and decoration.

*Exhibition hall.* A large civic building or group of buildings designed for conventions, industrial shows, and the like, having large unobstructed exhibit areas and often including conference rooms, hotel accommodations, restaurants, and other facilities.

*Family.* One or more persons related by blood, marriage, or adoption; or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit.

*Family home.* A home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker pursuant to the applicable regulations contained in the Texas Human Resources Code.

*Fraternal organization, lodge, civic club, or union.* An organized group having a restricted membership and specific purpose related to the welfare of the members such as Elks, Masons, Knights of Columbus, or a labor union.

*Greenway*. A corridor of undeveloped land preserved for recreational use or environmental protection.

*Hospital.* An establishment that offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy and that regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent pursuant to applicable regulations of the Texas Health and Safety Code.

*Hotel.* A building containing guest rooms, rented for less than 30 days and designed to be used for sleeping purposes, which provides a common entrance, lobby, halls and stairways. Includes full-service and limited-service hotels.

*Independent Senior Living facility.* A residence facility (multi-family, attached and/or detached dwellings) that is designed for residents 55 years and older who do not require nursing care.

*Kiosk.* A small stand-alone structure, with one or more open sides, that is used to vend merchandise or services, or for providing information, either by posting, or on a computer screen.

*Landscaping.* Grass, trees, shrubs, vines, ground cover or flowers planted and maintained to enhance appearance of a development. Landscaping may include non-botanical features, such as walks, fountains, reflecting pools, art works, rain gardens and storm water management features as approved by the City Manager.

*Lot.* A platted (as specified in the Texas Local Government Code) parcel of land that is occupied or intended to be occupied by one main building (or a group of main buildings) and any accessory building(s), which includes such parking, landscaping and open space as are required by this ordinance or other laws and/or ordinances, and also which has its principal frontage upon a public street.

*Lot area.* The total area, measured on a horizontal plane, included within lot lines.

*Lot, corner.* A lot which has at least two adjacent sides abutting for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

*Lot depth.* The mean horizontal distance between the front and rear lot lines.

*Lot, double frontage.* A lot having frontage upon two non-intersecting streets, as distinguished from a corner lot.

*Lot, flag.* A lot having access to a street by means of a parcel of land generally having a depth greater than its frontage, but not less than 35 feet. Flag, or panhandle, lots are typically discouraged.

*Lot, interior.* A lot other than a corner lot.

*Lot frontage.* That dimension of a lot or portion of a lot abutting onto a street, excluding the side dimension of a corner lot.

*Lot lines or property lines.* The lines bounding a lot as defined herein.

*Lot width.* The horizontal distance measured between side lot lines parallel to the front lot line, and measured from the point on the building line that is closest to the front lot line.

*Market (public).* Markets located on public property, where independent merchants can sell their products to the public. Typical products sold at public markets include fresh produce, various other food items and crafted goods.

*Medical office/service.* Including but not limited to ambulatory surgery center, urgent care center, hospice, hospice services and home health service.

*Microbrewery.* A combination retail, wholesale and manufacturing business that brews and serves beer and/or food.

*Offices.* A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding medical offices.

*Off-street parking.* Off-street parking spaces provided in accordance with the requirements of this ordinance, located on the lot or tract occupied by the main use or within 150 feet of such lot or tract, and located within the same zoning district as the main use or in an adjacent parking district.

*Opaque.* Not able to be seen through and/or not transparent.

*Open space*. In land-use planning, urban green space is open-space areas reserved for parks and other "green spaces", including plant life, water features and other kinds of natural environment. Most urban open spaces are green spaces, but occasionally include other kinds of open areas.

*Outdoor recreation.* An area designed for active outdoor recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, campgrounds, golf courses, tennis courts and swimming pools.

*Parcel.* Any unplatted tract of land, or any portion of an unplatted tract of land (also see "Tract").

*Park/playground.* An area of land set aside for public or private use, as a piece of land with few or no buildings within or adjoining a town, maintained for recreational and ornamental purposes.

*Pedestrian trails*. A trail is usually a path, track or unpaved lane or road. The term is also applied, in North America, to routes along rivers, and sometimes to highways.

*Premises.* Land together with any buildings or structures situated thereon.

*Private club.* An establishment providing social and/or dining facilities which may provide alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the applicable regulations in the Texas Alcoholic Beverage Code, that pertains to the operation of private clubs.

*Professional service.* Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

*Public garage/parking structure.* A surface lot, parking structure or other facility owned, operated or maintained by the city, to provide parking to the general public.

*Public park, State park, Municipal Park. Public park*: a park in public space*; state park:* a park owned by a U.S. state; *municipal park.*: a park owned by the city.

*Public plaza*. A public square in a city or town often featuring walkways, trees and shrubs, places to sit, and sometimes shops.

*Public streets*. A public street is any road open for public travel, under the jurisdiction of a public authority and maintained by a public authority.

*Public view*. Any area, equipment, or structure which can be viewed by the public from any public street, public plaza, or public park.

*Reservation*. A tract of public land set aside.

*Restaurant or cafeteria.* An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the premises, which may include a drive-through window(s) or where facilities are provided on the premises which encourage the serving and consumption of food in automobiles on or near the restaurant premises.

*Retail.* An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

*School (K through 12).* An institution for the instruction of children or people under college age.

*School, other.* Any institution for the instruction of people not considered a "school (K through 12)."

*Schoolyards*. The area next to or surrounding a school where students typically play games or sports.

*Seasonal uses.* Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce, and other items which are typically only available at certain times of the year.

*Services.* A commercial enterprise, which provides work performed in an expert manner by an individual or team, for the benefit of its customers. Typical services businesses provide intangible products, such as accounting, banking, consulting, cleaning, landscaping, education, insurance, treatment, and transportation services, where no exterior storage of equipment or stock are stored.

*Story.* That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

*Street.* Any dedicated public thoroughfare that affords the principal means of access to abutting property. A Street is termed a major thoroughfare or arterial when the right-of-way is greater than 60 feet.

*Street intersection.* Any street that joins another street at an angle, whether or not it crosses the other.

*Telemarketing agency.* An establishment that solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the premises. No products are stored at or on the premises.

*Townhouse.* A one-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with open space on at least two sides.

*Tract.* A single parcel or lot.

*Use.* The purpose for which land or buildings are or may be occupied in a zoning district.

*Utilities (public).* Any facility or structure which provides services to the general public including but not limited to electric, gas, telephone, water, and television cable systems either publicly or privately owned.

*Veterinarian clinic.* An establishment where animals are admitted for examination and medical treatment.

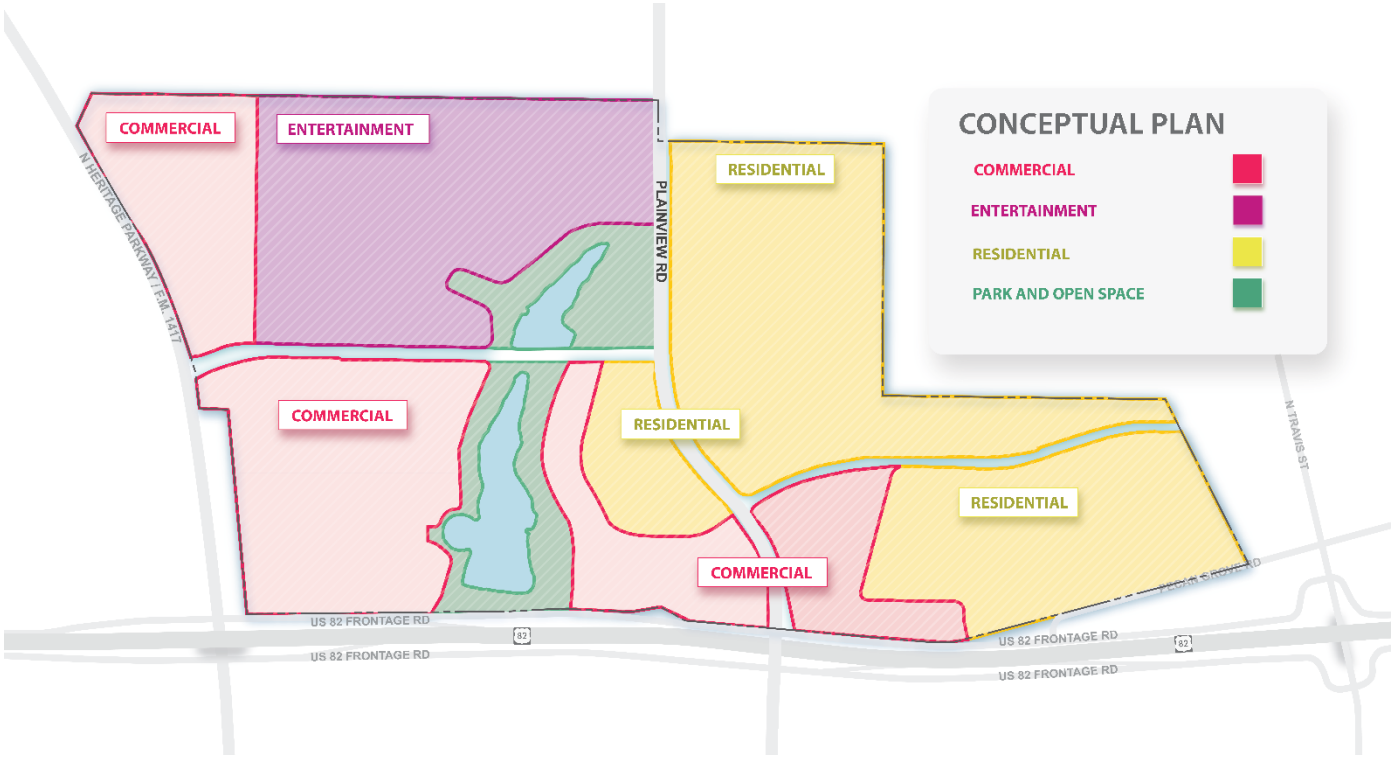
*Yard.* An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the lot line and the main building shall be used.

*Yard, front.* A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front property line and the outside wall of the main building.

*Yard, rear.* The area extending across the rear of a lot measured between the lot lines and being the minimum horizontal distance between the rear lot line and the rear of the outside wall of the main building. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

*Yard, side.* The area between the building and side line of the lot and extending from the front lot line to the rear lot line and being the minimum horizontal distance between a side lot line and the outside wall of the side of the main building.

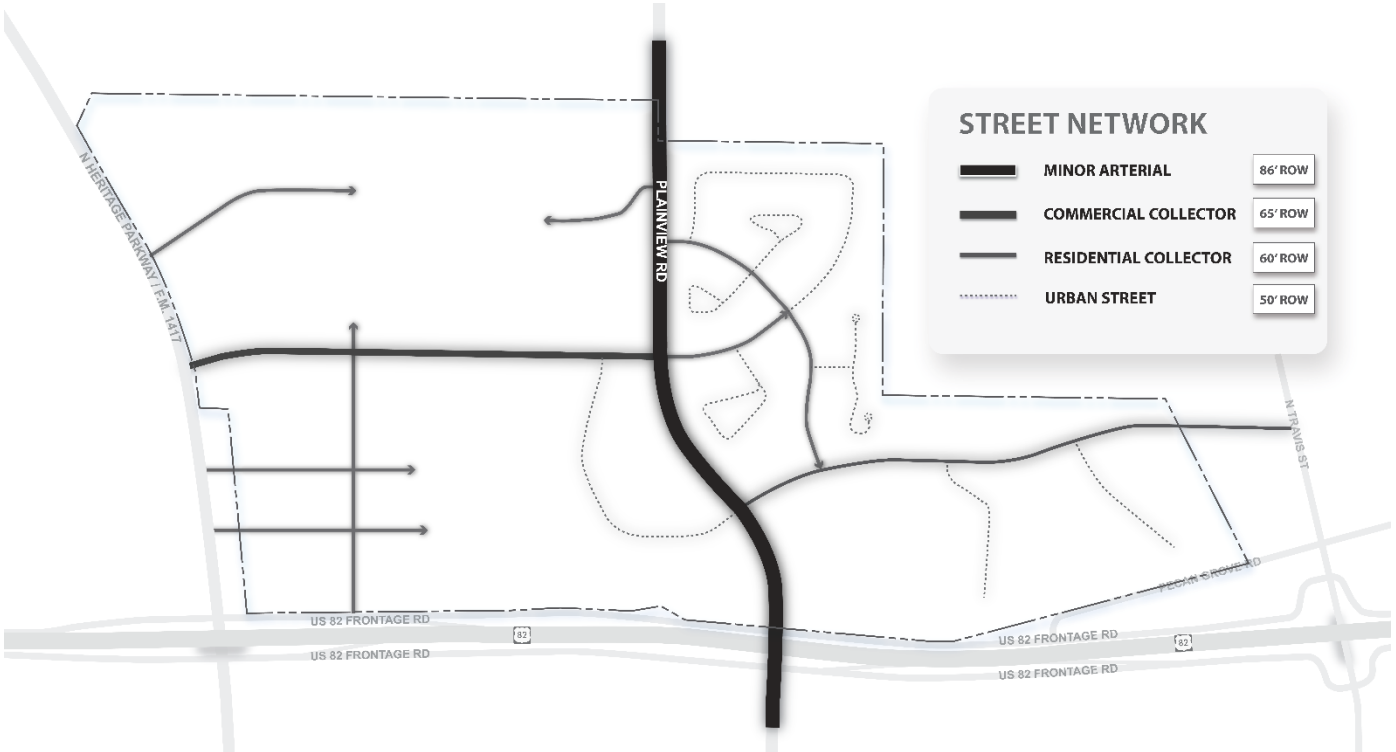
# EXHIBIT "A" – CONCEPTUAL PLAN




| **Region** | *Commercial* | *Entertainment* | *Residential* | *Park and Open Space* | **Total Acreage (ac)** |
|---|---|---|---|---|---|
| **Acreage (ac)** | +/- 135 | +/- 85 | +/- 153 | +/- 66 | 439 |

## EXHIBIT "B" – OPEN SPACE FRAMEWORK PLAN

## EXHIBIT "C" – TRANSPORTATION MASTER PLAN



HALFF

Memo to: City of Sherman

December 3, 2020

Heritage Ranch Planned Development (PD) Review

C/O: Rob Rae, AICP, Director of Development Services

Rob,

Per the requested review of the submitted Heritage Ranch PD, Halff has discussed the original draft of the PD with the applicant team on November 12, 2020 and further discussed revisions to that draft per follow-up conversations between the applicant and staff. Subsequently, based on the revised draft that became the formal submitted version (dated November 19, 2020), Halff has now completed a review of that submission and provided comments along with this memo.

Halff's task was to review the proposed PD to ensure that the document is consistent with the City's PD ordinance. The ordinance intent is clear in its purpose statement - "*A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance.*"

The Heritage Ranch PD is a well-organized and written PD with a few adjustments necessary for clarification of land uses and some other elements. The minimum ordinance qualifications of multiple housing types, retail/employment, and a public destination are envisioned here with an arena/entertainment potential. There are anticipated to be several residential product types and supporting non-residential that would meet the requirements for multi-use, although some tightening to the language is needed to ensure that such a mix occurs at a minimum, in accordance with the ordinance. There is an extensive park, open space and trail network planned which could provide the opportunity for public gathering space. Some clarification is needed whether that will occur on private or City-owned land.

The components of the PD have been achieved as provided in the Development Plan and Conceptual Plan, both of which consider a balanced and organized structure to the land development framework. The enhancements required in the ordinance, including variety of housing types, pedestrian-friendly open space and connectivity, quality architecture and site features, are all presented in a manner that is understandable and supportive of the overarching theme of the project. There are a few tweaks that could be made to tighten up the language for specificity while still keeping flexible options to achieve the desired outcomes for both the City of Sherman and the development team.

The development team has discussed the project with Sherman staff and Halff and there is clear intent to build a quality development for Sherman. The outside perspective is that there are a few minor clarifications that will ensure compliance with the City of Sherman PD ordinance. Generally, the proposed PD is consistent and supportive of the City of Sherman PD ordinance elements and I recommend conditional approval pending some minor clarifications spelled out in the attached comments.

Reviewed by:

Jordan Maddox, AICP

Planning Team Leader, Halff Associates, Inc.

**Heritage Ranch PD Halff Review Comments 12.03.20**

The following are comments prepared to ensure compliance with the City of Sherman PD ordinance and readability/usability for future implementation and regulatory review. These comments are based on the submitted PD dated November 19, 2020. Comments are listed by page number. Staff has provided additional comment or clarification where specified as *(RR)*.

Page 3: There have been several mentions thus far of the lakes as a signature element of the PD, yet all language is about the "potential" – is there a commitment to do one or more of these amenity lakes?

Page 3: Per staff, there are some desired adjustments to the Sherman Thoroughfare Plan cross-sections that may need to be addressed before final approval.

Page 5: The intro description of Residential Uses describes 2/3/4-family and townhouse. Listed in permitted uses is a use called "Dwelling, Multi-family." Please keep consistent if higher density is desired.

Page 6: I think that "Schoolyard" may be an appropriate use for open spaces, but it would be concerning if a public or private school limited access through a park, trail, or other open space – which should be open to the public.

Page 6: There is a list of prohibited uses here of six specified uses. On Page 3, there is a sentence that states "no other uses shall be permitted" other than those specified on Pages 4-6 – is a reader to assume that is there a reason to show these here? Or does this become redundant?

Page 7: The use of the term "region" for the primary land uses is mixed here with the term "district" – neither of which are defined in the Definitions section of the PD. I believe the intent is that these are the same thing to the author? Please use the terms consistently throughout the document.

Page 7: Section D of this PD document feels out of order here. It is recommended that Sections "C" and "D" be swapped for flow and establishment of PD purpose prior to individual project specifics, such as land use.

Page 7: The language of Section D needs refinement. It is not immediately clear how the language in this section is supposed to be interpreted or applied in the future, other than acknowledging flexibility. I would recommend revising this section to adhere closer to the "Intent and Purpose" section of the PD establishment ordinance, which could better convey why a PD is needed for this project. As currently crafted, the Section D Purpose seems more about flexibility of land uses and how to modify said uses in the future. This PD really needs more purpose language as to why the development needs the document to promote an innovative and superior project.

Page 7: For compliance with the PD Ordinance and consistency of how PDs are applied in the community, modifications should adhere to PD Ordinance subsection 9. The subsection of the ordinance includes very specific elements that would trigger Major Modifications, and Director discretion on other "substantially different" changes.

Page 7: The language regarding park and open space is very vague. It is not clear to me whether this PD intends to use parks and open space as the "public destination" required for PD eligibility. It speaks to the possibility of a future partnership but doesn't establish the certainty of this critical component.

Page 7: Pedestrian Walkways may need to be defined term. There are mentions of "sidewalks" throughout the document, but on Page 7 it is not clear whether the Pedestrian Walkway differs from a sidewalk. I am okay with Pedestrian Walkways as a term of art specified in this document, but it needs to be very clear that it is separate and distinct from "sidewalk" or streamlined to a single term.

Page 7: There is mention of a Street Typology section. Where is this? In the same sentence there is mention of 5-10 feet in width for Pedestrian Walkways – does this link to the street section graphics on the other pages as part of the "Pedestrian Realm." It is recommended that additional detail could be added here to discuss street trees, minimum pedestrian space, potential utility conflicts, etc. For example, if a street tree is graphically shown in the pedestrian realm, is this a design element that will be required to be constructed or at developer option? If 10 feet of pedestrian space may be accommodated (per the Page 7 inference), does that remove the street tree/street buffer area or is additional right-of-way to be needed?

Page 8: City to confirm whether these street sections are the desired design.

Page 12: The Urban Street graphic shows two travel lanes but does not mention parking (as the Residential Collector does). For clarity, either show or add language that addresses parking ability/restrictions for an Urban Street.

Page 12: There is a blanket variance of 10% that may be considered by the Director in this PD. There has not been a clear justification as to why this project's uniqueness or site constraints may warrant such a deviation. Whether 10% or some other numerical adjustment might be reasonable to the City remains to be seen, but the way the language is crafted here as a broad adjustment is concerning. This PD is carefully crafted for specific development standards throughout the document, some of which vary from the base Sherman code requirements. It seems as if the applicant should specify the design standards desired or specify some specific instances/justifications for why a numerical adjustment might be needed in the future.

Page 13: Listed building typologies in this section include Multi-family/Apartment, Townhouses, Patio Homes, and Single-Family Homes. The PD ordinance requires a minimum of two types of housing. As all of these residential types are permitted by-right on Page 5 of the PD, somewhere in this document needs to specify that a minimum of two of these types will be included to some extent to ensure compliance with the community's desire for a mix of residential. The size, location and additional detail would be appropriate to include in the Detailed Site Plan.

(Pages 14-28: No comments, as the components are in place and the subsections clear and detailed.)

Page 29: Formatting is incorrect under subsection A: Lighting.

Page 29: Lighting for commercial streets – there is mention of a "Main Street" style design for a "special pedestrian street." This is something that is only mentioned in this section. How will this special street be designed for other elements of the pedestrian experience? (examples – trees, shade, benches,

sidewalk size, patio seating, signage). This may not have to be included but it is notable that lighting is the only element called out for the special pedestrian experience.

Page 32: There are no parking requirements listed for Arena/Entertainment.

Page 32: Noted here are on-street parking allowances for Urban Streets and Residential Collectors. Mention of on-street parking is appropriate here if positioned more as a wayfinding element and not an allowance. It would be better to describe on-street parking allowances in the street cross-section pages. Also in this paragraph is mention of allowance "per CODE." The assumption is that the reference is to the City's Fire Code, although the way the language is crafted could present a conflict between the CODE (Sherman Code of Ordinances) and this PD, when the intent is to have the PD govern where possible. Please clarify this reference.

Page 33: Move provision "E" up to the top of this section so it is first and foremost for the section.

Page 33: Formatting is not correct.

Pages 34-35: Formatting is not correct.

Page 36: There are public street tree requirements here that I think would be better served in the Public Street section of the PD (pages 8-12). The reason is that these are character-defining elements of the public streets and are features that should be identified with those streets. The rest of Section VI is designed for site development, whereas street trees are public right-of-way. This is only a recommendation for user-friendliness within the document.

Page 36: Just a clarification that the parks and open spaces envisioned in this project are not written to be dedicated or constructed as part of the project. Rather, these areas are available for purchase by the City at a future date. From a PD compliance standpoint, which requires a "public destination" as part of the mix of land uses (PD Ordinance subsection (4)), is there any certainty that this project will include such a public destination space if the City declines to purchase such land? What is the public destination otherwise guaranteed by this PD?

Definitions: "Arena" is probably something that should be defined here as it features prominently in section headers in this PD.

Exhibit "A" Conceptual Plan: The table shows 439 ac as the total site acreage, which appears to be the total acreage for the site. However, there are some thoroughfare areas shown that do not appear to be included in the land use acreage. Please note somewhere in the PD how the land use acreage/right-of-way delineation is to be defined. This provides clarity for the potential 20-30% modifications, if they are needed.

Exhibit "B" Open Space Framework Plan: Are there park and open space elements along the major thoroughfares in this project? The exhibit shows green spaces along Arterial and Collector streets (per Exhibit C). What elements of parks and open spaces are to be located along these major streets? Additional parkway space, trails, street trees? I think it may be appropriate to show these linkages as "park and open space" if they have elements of open space beyond the typical street-section elements in the thoroughfare plans.

Exhibit "C" Transportation Master Plan: Please provide more graphic delineation between the line weights for the Commercial and Residential Collectors.

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

**Agenda Item No. 7.**

**Meeting Date:** 12/15/2020

**Prepared by:** Rob Rae, Director of Development Services
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

| | |
|---|---|
| Clay Mahone, Chairman | |
| David Downtain, Vice Chairman | Leigh Ann Sims, Commissioner |
| Shawn Davis, Commissioner | Paul Manley, Commissioner |
| Trish Wood, Commissioner | Glenn Whitaker, Commissioner |

**Requested Action/Proposed Use:**

**3500-4500 BLOCKS NORTH FM 1417 (HERITAGE PARKWAY) & 600-1900 BLOCKS WEST U.S. HIGHWAY 82**

The request of TPJ Properties LTD & Heritage Ranch Land Holdings, LTD (Owners), Ryan Johnson (Representative), Covenant Development (Developer), Norris Design (Planner/Landscape Architect) and JHP (Architect) and Underwood Drafting and Surveying (Surveyor) concerning the properties located in the 3500-4500 Blocks North FM 1417 (Heritage Parkway) and 600-1900 Blocks West U.S. Highway 82, being 439 acres in the John Jennings Survey, Abstract No. 647 and the Uriah Burns Survey, Abstract No. 121, as follows:

***Planning and Zoning Commission***

Planned Development and site plan approval under Ordinance No. 2280, Section 6.11, for Heritage Ranch Planned Development

**Background:**

The properties are located in the 3500-4500 blocks of North FM 1417 (Heritage Parkway) and the 600-1900 blocks West U.S. Highway 82 on the north side of U.S. Highway 82 between Travis Street and FM 1417 (Heritage Parkway) and the east side of FM 1417 (Heritage Parkway. The properties are zoned an R-A (Single Family Agricultural) District, R-1 (One Family Residential) District and C-1 (Retail Business) District.

The Heritage Ranch Planned Development is a multi-use development and community encompassing approximately 439 acres. The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amentities. The development is located within the growing northwest quadrant of Sherman having Highway 82 as its southern boundary and being less than a mile from Highway 75 to the east. The site is bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the east.

**Adjacent Zoning:**

R-A (Single Family Agricultural) District
SF-1 (Single Family Residential) District
R-1 (One Family Residential) District
C-1 (Retail Business) District
C-2 (General Commercial) District

**Origination:**

TPJ Properties LTD & Heritage Ranch Land Holdings, LTD (Owners)
Ryan Johnson (Representative)
Covenant Development (Developer)
Norris Design (Planner/Landscape Architect)
JHP (Architect)
Underwood Drafting and Surveying (Surveyor)

**Master Plan Designation:**

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.
and
Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

**Number of notices mailed:**

9

**Objections Received:**

0

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**Attachments**

Location Map
Zoning Map
Zoning Sign Photo
Annexation Request
Surveys
Planned Development
Staff Review Letter
Comments from Halff Associates, Inc.

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HERITAGE RANCH

# PLANNED DEVELOPMENT

11 DECEMBER 2020

# HERITAGE RANCH

# PLANNED DEVELOPMENT

11 DECEMBER 2020

Submitted to:

**City of Sherman**

Sherman
CLASSIC TOWN. BROAD HORIZON.

Submitted by:

COVENANT
DEVELOPMENT

Prepared by:

NORRIS DESIGN
Planning | Landscape Architecture | Branding

JHP
Architecture/Urban Design

HERITAGE RANCH

COVENANT
DEVELOPMENT

Thank you for the opportunity to submit this Planned Development (PD) document to the City of Sherman. This document should be considered the Development Plan which contains the written terms and standards necessary to ensure compliance with the PD objectives and plans. Also, included in this document is the Conceptual Plan for the Heritage Ranch PD. The Conceptual Plan graphically defines the applicant's current intent for the development of the proposed Planned Development. The Conceptual Plan shows general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space, parks and pedestrian trail areas. We are excited about this Development Plan
and the community it defines.

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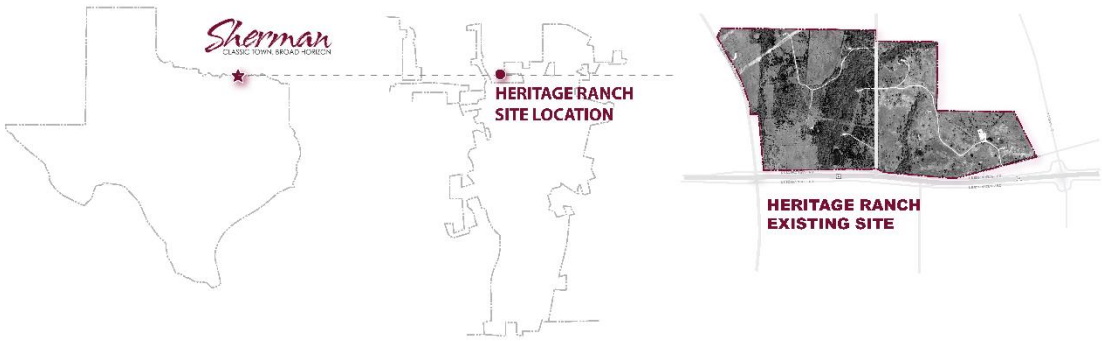
# I. INTRODUCTION

## A. PLAN OVERVIEW AND SITE




The **Heritage Ranch Planned Development (*PD*)** is a multi-use development and community encompassing approximately 439-acres located in and adjacent to Sherman, Texas (the "Development"). The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The use and development regulations set forth in the Heritage Ranch PD provides for and encourages development that contains a compatible mix of uses to allow citizens and visitors to work, play and recreate within the development.

In the event of a conflict between the City of Sherman Code of Ordinances and the regulations and standards contained in this document, this document shall control. Whenever this document is silent upon a regulation or design standard the City of Sherman Code of Ordinances shall control. Words shown in all CAPITAL LETTERS are defined terms in Section VIII. Definitions.

This 439-acre site is well located for land development. The site is located within the growing northwest quadrant of Sherman having Highway US 82 as its southern boundary and being less than a mile from Highway US 75 to the east. The US 75 corridor just north of US 82 has been one of the most active commercial destinations in Sherman. The site in bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the immediate east. The property is blessed with a rolling terrain that will aid development and potentially allow the owner to create a chain of lakes to link the development together and provide an amenity for citizens in Sherman.

Sherman is the county seat of Grayson County, Texas. The city's population is estimated at 43,662 in early 2020. It is one of the two principal cities in the Sherman–Denison Metropolitan Statistical Area, and it is part of the Texoma region of North Texas and southern Oklahoma, which establishes a large regional trade area for this site.

## B. DEVELOPMENT OBJECTIVES

The Heritage Ranch PD addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- *Create a quality development which will provide new jobs, quality homes and provide added revenue for the City of Sherman via sales and property tax income.*
- *Offer the potential for a variety of housing types responsive to current and future residents' desire for a mix of housing types.*
- *This plan offers the City of Sherman the potential for unique and special entertainment that can be the definition of destination orientated.*
- *Creating quality residential and non-residential development.*
- *Enhance the natural resources of the site to create land use value from the development of parks, lakes and open space as amenities for the community.*

## C. PLANNED DEVELOPMENT PURPOSE

The (PD) Planned Development is intended to provide for combining and mixing uses into integral land use units such as employment and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners.

## D. COMPONENTS OF THE PLANNED DEVELOPMENT

The Heritage Ranch PD is organized in the following manner with each element defining specific items and development patterns being executed in this plan.

### A. Conceptual Plan

The provisions of this document are presented through a Conceptual Plan with accompanying standards and design guidelines. The Conceptual Plan includes a depiction of general area regions, and general circulation patterns. The allocation of specific land uses, buildings and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage.

The Conceptual Plan is an overall guide to the development of the community. The Conceptual Plan illustrates a balanced community that incorporates residential, commercial, and entertainment uses in a walkable pedestrian community.

The Conceptual Plan is attached and incorporated herein as Exhibit "A" – Conceptual Plan and shall serve as the overall land use plan for the development. Included with Exhibit A is a table which summarizes the general land use acreage depicted on the Conceptual Plan. The acreage and regions shown thereon reflects general area and may be modified by up to 20% more or less to respond to specific changes in the market, as authorized by the DIRECTOR. The Planning and Zoning Commission may approve deviations of more than 20% but not more than 30% with the approval of a formal amendment to this document.

**B. Open Space Framework Plan**

This framework plan depicts the general physical location of park, open space and pedestrian trail amenities. These locations and alignments relate to future roadways and possible divisions of land use types. Some of these separations are created in their location due to an existing utility easement or ROW. It is the desire that these locations will correspond to a well-planned and pedestrian connected community. The lakes and adjacent space are formed in part due the existing topography and surface watershed. Again, it is the desire that the potential lake and/or lakes will be a signature element for the Heritage Ranch PD.

The Open Space Framework Plan is attached and incorporated herein as Exhibit "B" – Open Space Framework Plan and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Development. The exact location of each open space and trail shall be determined at the time of platting but shall generally follow the layout identified in the Open Space Framework Plan.

**C. Transportation Master Plan**

This supporting framework plan defines the general location of vehicular transportation routes. These locations relate to future streets and roadways being planned and constructed. All of the roads listed and their specific dimensions are from the current City of Sherman Throughfare Plan. These roadways are planned to align with other existing adjacent roads (Plainview Road and Rex Cruse Drive) also per the current City of Sherman Throughfare Plan. It is the desire of the Heritage Ranch PD to create a transportation network that allows good mobility to and from this site along with connectivity across Sherman.

The Transportation Master Plan is attached and incorporated herein as Exhibit "C" – Transportation Master Plan, and shall serve as the guiding document for the general locations and designs of ingress and egress to the development from public thoroughfares and the general locations of collector and arterial streets within the development. The exact locations of the access points to the development from public thoroughfares and the exact layout and design of collector and arterial streets within

the development shall be determined at the time of platting, but shall generally follow the Transportation Master Plan.

**D. Land Use Requirements**

This PD is divided into four (4) regions as identified in the Concept Plan. Each region is intended to allow for the development of unique and complimentary uses to the other regions, and especially those regions adjacent to one another. The following uses are the allowable (permitted) uses for each region. No other uses shall be permitted without approval by the Director.

**Permitted Uses – *Commercial***

This region is primarily intended for mixed-use retail, commercial and office uses.

Permitted Uses
AMUSEMENT SERVICES
BED AND BREAKFAST
CAR WASH
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
EDUCATIONAL FACILITY
ENTERTAINMENT
EXHIBITION HALL
FRATERNAL ORGANIZATION, LODGE, CIVIC CLUB, OR UNION
FUEL SALES
HOSPITAL
HOTEL
KIOSK
MANUFACTURING BUSINESS
MARKET (PUBLIC)
MEDICAL OFFICE/SERVICE
MICROBREWERY
OFFICE
OUTDOOR RECREATION
PARK/PLAYGROUND
PROFESSIONAL SERVICES
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SCHOOL, OTHER
SEASONAL USES
SERVICE BUSINESS
TELEMARKETING AGENCY

UTILITIES (PUBLIC)
VETERINARIAN CLINIC

**Permitted Uses – *Entertainment***
The Entertainment Region for events, mixed-use retail, and commercial uses.

Permitted Uses
AGRICULTURE
AMUSEMENT SERVICES
ARENA
BED AND BREAKFAST
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
ENTERTAINMENT
EXHIBITION HALL
FUEL SALES
HOSPITAL
HOTEL
KIOSK
LIVESTOCK SHOWING
LIVESTOCK STABLES
MANUFACTURING BUSINESS
MARKET (PUBLIC)
OFFICE
OUTDOOR RECREATION
PRIVATE CLUB
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SEASONAL USES
SERVICE BUSINESS
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

**Permitted Uses - *Residential***
This region is intended for a variety of residential development of varying DENSITY. Residential development within these areas consist of single-family and multi-family residences and TOWNHOUSES as the primary uses.

Permitted Uses
ACCESSORY DWELLING
ACCESSORY STRUCTURES
ASSISTED LIVING FACILITY
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP

COMMUNITY SERVICE
CONTINUING CARE RETIREMENT COMMUNITY
CONVALESCENT AND NURSING HOME
DWELLING, MULTI-FAMILY
DWELLING, ONE-FAMILY
EDUCATIONAL FACILITY
FAMILY HOME
INDEPENDENT SENIOR LIVING FACILITY
MEDICAL OFFICE/SERVICES
OUTDOOR RECREATION
PARK/PLAYGROUND
SCHOOL (K THROUGH 12)
TOWNHOUSE
UTILITIES (PUBLIC)

**Permitted Uses – *Park and Open Space***
This region is primarily intended for outdoor uses.

Permitted Uses
COMMUNITY GARDEN
GREENWAY
OPEN SPACE
OUTDOOR RECREATION
PEDESTRIAN TRAILS
PARK/PLAYGROUND
PUBLIC CORRIDOR
PUBLIC PARK, STATE PARK, MUNICIPAL PARK
PUBLIC PLAZA
PUBLIC STREETS
RESERVATION

The following uses shall be Prohibited Uses in the Commercial, Entertainment, Residential, and Park and Open Space Regions:

- Tattoo parlors
- Sexually oriented businesses
- Community Home
- Municipal – water treatment plant
- Municipal – wastewater treatment plant
- Electrical generating plant

## E. Architectural Requirements

The architectural standards section governs the Commercial, Residential, Entertainment and Park and Open Space regions for architectural elements and

appurtenances related to the facade materials, roofs, service areas and other building standards.

**F. Site Requirements**

The site development standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

## II. SITE DEVELOPMENT STANDARDS

The Site Development Standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

### A. PUBLIC SPACES *(parks, trails, sidewalk, etc.)*

There are three (3) different types of public spaces in the Heritage Ranch PD -they include park and open space, pedestrian trails, and pedestrian sidewalks.

**A. Park and Open Space**

PARK and OPEN SPACE will be primarily green environment located along enhanced streets, lakes, and/or pedestrian corridors and will serve as a public destination. PARK and OPEN SPACE may include features such as pedestrian shade structures, tables, pedestrian benches, and walking paths. There is the possibility that some or all of the PARK and OPEN SPACE around the future lakes could be co-developed with the City of Sherman Parks Department for the use of citizens and flood retention (similar to Pecan Grove West and East Parks).

**B. Pedestrian Trails**

PEDESTRIAN TRAILS are to connect uses together and allow pedestrians a safe and healthy manner to traverse the development. Trails within the Heritage Ranch PD may run on existing utility easements and/or ROW's (overhead or underground).

**C. Pedestrian Sidewalk**

Within the Heritage Ranch PD pedestrian sidewalks will range from five feet to eight feet wide, as described in the Public Streets Section of this Document. The design intent provides enhanced pedestrian crossings at STREET INTERSECTIONS by minimizing curb to curb dimensions.

### B. PUBLIC STREETS

This Section describes proposed roadway design standards associated for the Heritage Ranch PD with each of the functional classifications as related to the City of Sherman Thoroughfare Plan. Roadway design standards are in the City of Sherman's Subdivision

Ordinance and include roadway design criteria and cross section elements for Major Thoroughfares (arterial) and Collector and Local streets. While street classification reflects the functions that roadways serve as part of the street network, roadway design standards are related to traffic volume, design capacity, and level of service.

**Minimum Driveway and Intersection Spacing and Separation**:

**A. Driveway and intersection spacing** (distance between driveways, measured edge-to-edge):

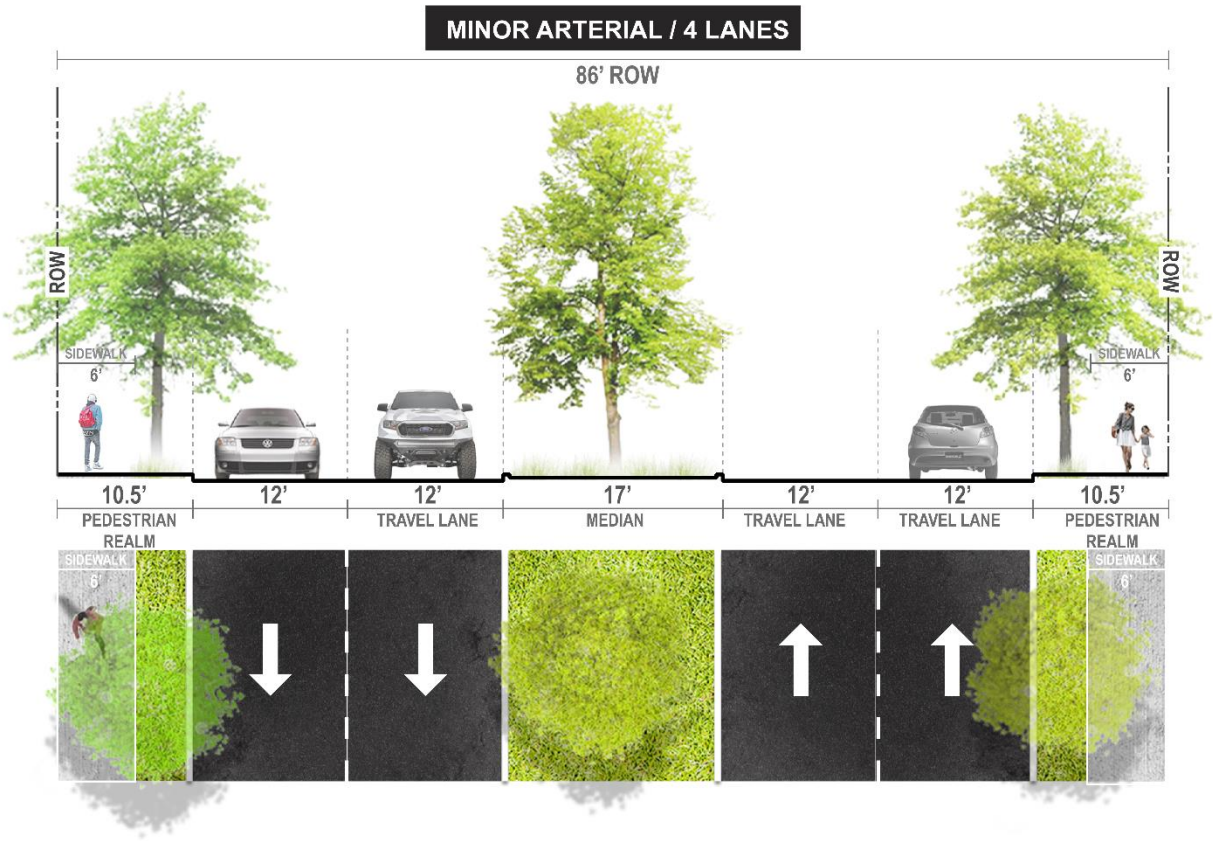
1. Highway/Frontage Road—One (1) driveway per three hundred (300) linear feet of LOT FRONTAGE or TxDOT regulations if applicable.
2. Minor Arterial street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
3. Collector street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
4. Minimum distance from driveway to street corner—Fifty (50) feet, as measured from the street corner radius point of tangency.

*[Remainder of page intentionally left blank]*

## B. Minor Arterial

Arterial streets form an interconnecting network for broad movement of traffic in the Heritage Ranch PD development. Arterials typically accommodate between 30 and 40 percent of an area's travel volume. Since traffic movement, not land access, is the primary function of arterial, access management is essential to avoid traffic congestion and delays caused by turning movements for vehicles entering and exiting driveways.

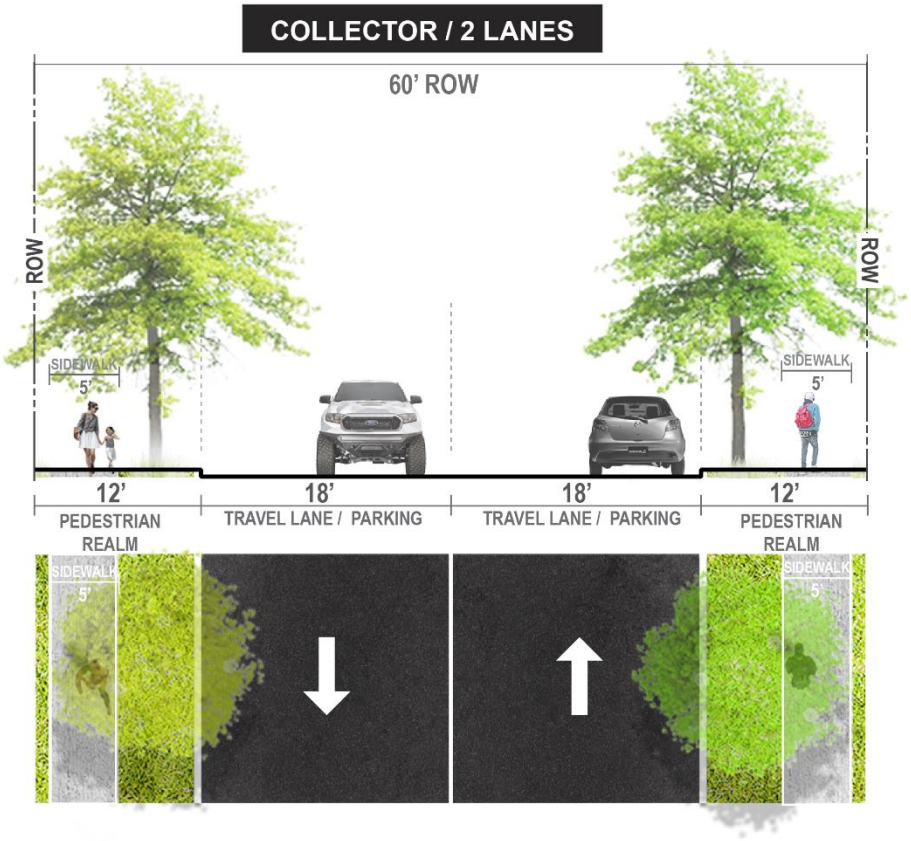
Minor Arterials focus on moving intra-regional traffic. These types of thoroughfares carry high volumes of traffic and also have relatively higher speeds as well. The number of lanes for a Minor Arterial are four (4) based on either the current or the future demands and the potential development. The cross section for this street type is shown below:



## C. Collector

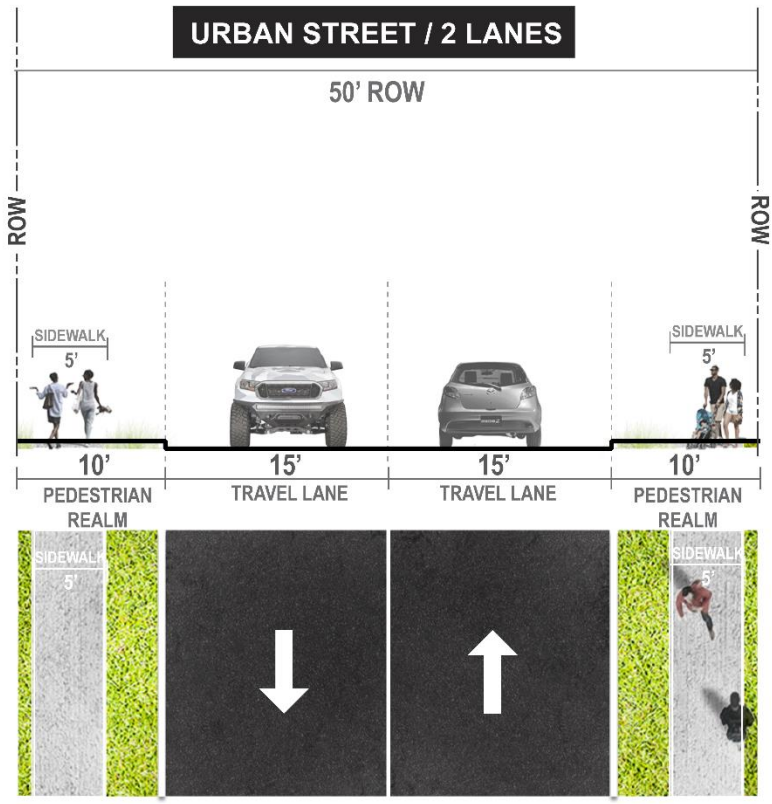
Street layout plans: residential and commercial areas must include collector streets to provide efficient traffic ingress/egress and circulation. Since collectors generally carry higher traffic volumes than non-collector streets, they may require a modified roadway cross section at intersections with arterial streets to provide adequate capacity for both through traffic and turning movements. This cross section allows for painted center turn lanes, which provides opportunities to improve traffic flow in areas that have primary driveway locations and/or higher levels of turning traffic. This added left turn lane would serve as a transition and/or modification to the standard collector.

The collector serves uses related to commercial traffic and needs of surrounding residential neighborhoods. The cross section for this street type is shown below:



### D. Urban Street

The current Sherman standard for an urban street is a right-of-way width of 50 feet and a pavement width of 30 feet. However, these standards do not account for situations where less lane width may be acceptable due to lower DENSITY and fewer trips generated.




## III. BUILDING TYPOLOGY DESIGN STANDARDS

The Building Typology Design Standards section establishes basic parameters for permitted and prohibited uses, building placement, lot widths, height, stories, and overall densities. Building Typologies for uses permitted with conditions that are not specified in the following sections shall be proposed to the CITY in a manner that satisfies the intent of this Planned Development.

For each standard set identified below, the following BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations shall apply, provided that minor deviations therefrom which do not exceed 10% greater or lessor may be approved by the DIRECTOR if the minor deviation(s) is justified in order to meet the intent of this PD or there is an undue hardship which prevents full compliance with these Standards. BUILDING HEIGHTS will be measured from the ground immediately adjacent to the foundation to the eave line of the building. In the event that a

Permitted Use in any standard sets does not have a corresponding height or area regulation specified herein, the height and area regulations for such use shall be those for uses most similar to such permitted use.

## A. RESIDENTIAL STANDARDS

At least two of the following residential housing types shall be required in the Residential Region of this PD.

### A. Multifamily/Apartments

- All multi-family apartment buildings within the residential district will be a minimum of two (2) STORIES and a maximum of five (5) STORIES.
- Maximum DENSITY 28 units per acre
- Maximum lot coverage: Sixty (60) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
  1. LOT AREA: ten thousand (10,000) square feet.
  2. FRONT YARD setback: fifteen (15) feet.
  3. Minimum SIDE YARD setback: ten (10) percent of the LOT WIDTH not to be less than five (5) feet, but need not exceed fifteen (15) feet; twenty (20) feet from a street right-of-way line for a CORNER LOT; unless adjacent to a single family, duplex, patio home or single family use, then side and rear setbacks shall be according to the height of the multifamily building, but not exceed fifty (50) feet.
  4. Minimum REAR YARD: ten (10) feet.
- Building separation: fifteen (15) feet
- Minimum Floor Area:
  1. Efficiency unit: four hundred fifty (450) square feet per unit.
  2. One-bedroom unit: six hundred (600) square feet per unit.
  3. Two or more-bedroom unit: eight hundred twenty-five (825) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two. for example, a three-bedroom unit must have a minimum of nine hundred fifty (950) square feet.
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.

### B. Townhouses

- TOWNHOUSES within the residential district shall have a maximum of three (3) floors.
- TOWNHOUSES are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- TOWNHOUSES shall be grouped in a maximum of eight (8) attached TOWNHOUSES.
- TOWNHOUSES may be served by rear ALLEYS or front-facing garages.
- TOWNHOUSES can be a “for sale” or “for rent” product type

- Maximum lot coverage: Sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES
  1. LOT AREA: one thousand seven hundred (1,700) square feet
  2. LOT WIDTH: twenty (20) feet
  3. FRONT YARD: ten (10) feet
  4. SIDE YARD: zero (0) feet for any side abutting another unit; five (5) feet for any side not abutting another unit
  5. REAR YARD: ten (10) feet
- Building Separation: fifteen (15) feet
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).

**C. Patio Homes**

- Patio homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Patio homes may be served by rear ALLEYS or front-facing garages.
- Patio homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Patio homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
  1. LOT AREA: three thousand (3,000) square feet
  2. LOT WIDTH: thirty (30) feet
  3. FRONT YARD: fifteen (15) feet
  4. REAR YARD: ten (10) feet
  5. SIDE YARD:
     - Option One: five (5) feet each side ten (10) feet on CORNER LOTS adjacent to a street right of way line.
     - Option Two: one (1) foot on one side yard and nine (9) feet on the other side yard. Applies to INTERIOR LOTS only. A five (5) foot maintenance EASEMENT is required on the LOT that adjoins the one (1) foot side of the adjacent LOT for maintenance.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.

- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

### D. Single Family Homes

- Single family homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Single family homes may be served by rear ALLEYS or front-facing garages.
- Single family homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Single family homes can be a "for sale" or "for rent" product type
- Maximum lot coverage: Fifty (50) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
  1. LOT AREA: three thousand two hundred (3,200) square feet
  2. LOT WIDTH: forty (40) feet
  3. FRONT YARD: ten (10) feet
  4. REAR YARD: ten (10) feet
  5. SIDE YARD: five (5) feet each side; ten (10) feet on CORNER LOTS adjacent to a street right of way line
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited

### E. Non-residential Uses

DETAILED SITE PLAN approval shall be required by Planning and Zoning Commission and City Council to establish BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations for any non-residential use listed as a Permitted Use in the Residential Region.

## B. COMMERCIAL STANDARDS

### A. Retail

- RETAIL will consist of various building typologies - such as large box retail, in-line retail, single use retail, and RESTAURANTS. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN

BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).

**B. Office**

- OFFICE use will consist of various building typologies – such as larger corporate office buildings, small multi-tenant office buildings, and flex office buildings intended for assemblage and manufacturing uses. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- Maximum height: five (5) STORIES.
- Minimum LOT AREA: none.
- Minimum side and rear yards:
  1. When nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall development with lots or lease spaces abutting one another, no side yard is required provided that the CITY'S Building Code requirements have been met.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

**C. Hotel (Full and Limited Service)**

- The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new HOTEL buildings in the Heritage Ranch development.
- HOTEL shall be defined as a building with habitable rooms or suites which are reserved for guests who rent the rooms or suites on a daily basis, and with controlled access to the rooms via a lobby or interior hallway.
- The establishment shall furnish customary hotel services such as linen, maid service, telephone, use and upkeep of furniture.
- Building articulation shall be included on all facades.
  1. A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk.
  2. Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property.
  3. All full service HOTELS may provide:

    - Swimming pool.
    - Other recreational facilities such as, but not limited to, exercise rooms equipped with exercise equipment, tennis or racquetball courts, spas, or game areas.
    - Full-service HOTELS shall provide a full-service RESTAURANT.
    - Meeting or conference facilities
- Maximum height: six (6) STORIES
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

## C. ARENA / ENTERTAINMENT

- The arena/entertainment district is designed to encourage the concentration of recreational, entertainment and cultural uses to complement the development's HOTEL/convention center.
- Paved sidewalks, driveways and parking areas are required.
- Temporary overflow parking for events may be paved but can be grass, gravel, or other methods.
- Off-site parking shall be allowed adjacent to the arena site.
- Overnight trailer parking and RV hookups shall be screened from view of public roadways.
- Recreational vehicles, travel trailers or motor homes may be used on a temporary basis during events.
- All rooftop equipment shall be screened from view.
- Screening of loading and storage facilities is required.
- All horse stables and other animal holding areas should be fenced or screened from PUBLIC VIEW.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

## D. HEIGHT LIMIT EXCEPTIONS

- Unless noted in this PD, no specific BUILDING HEIGHT limits in the commercial or arena/entertainment standards.
- For all design categories, architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including but not limited to spires, belfries, towers, cupolas, domes, and roof forms shall not count towards BUILDING HEIGHT limitations.
- For commercial areas, mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire

sprinkler tanks, and other similar constructions may extend above the actual BUILDING HEIGHT.

# IV. ARCHITECTURAL STANDARDS

The Architectural Standards section will govern residential and commercial architectural elements and treatments related to the facade materials, roofs, service areas and other elements and standards.

The DIRECTOR may approve alternative exterior building materials if he/she determines that such materials are equivalent or better than those required herein and the same enhance the architectural design and creativity of the building or structure and do not adversely impact surrounding developed properties.

## A. RESIDENTIAL - MULTIFAMILY / APARTMENTS

### A. Façade Materials

1. Permitted primary building materials (which must cover not less than 75% of the area of the facade) should be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

### B. Accent Elements

1. Multi-family/apartment accent building materials (which may cover no greater than 25% of the area of the facade) may be:
   - Pre-cast masonry (for trim and cornice elements only)
   - Gypsum reinforced fiber concrete (for trim elements only)
   - Metal (for beams, lintels, trim elements and ornamentation only)
   - Honed, colored or split-faced Concrete Masonry Unit (CMU) block (only for piers, foundation walls and chimneys)

### C. Building Awnings and Canopies

1. Awnings and canopies when used should be architectural and constructed with fully OPAQUE materials that complement the building's character.
2. Awnings and canopies shall not be internally illuminated.

### D. Building Roofs

1. Permitted roof materials:
   - Architectural asphalt shingles
   - Tile, clay or concrete (faux clay)
   - Slate (equivalent synthetic or better)
   - Metal (standing seam, equivalent or better)

- Roofing material may be monolithic Thermoplastic Polyolefin (TPO) membrane or equivalent material.

**E. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the main structure, or a combination.
6. Perimeter fencing or screening shall not be required.
7. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
8. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

## B. RESIDENTIAL – TOWNHOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Wood siding
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. TOWNHOME accent building materials (which may cover no more than 20% of the area of the facade) may be:
   - Pre-cast masonry (limited trim and cornice elements only)
   - Gypsum reinforced fiber concrete (limited to trim elements only)
   - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
   - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted roof materials:

- 30-year dimensional shingles
- Tile, clay or concrete (faux clay)
- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)

2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
   - Pitched roofs
   - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
   - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials
   - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## C. RESIDENTIAL - PATIO HOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Wood siding
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
   - Pre-cast masonry (limited trim and cornice elements only)
   - Gypsum reinforced fiber concrete (limited to trim elements only)
   - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
   - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted roof materials:
   - 30-year dimensional shingles
   - Tile, clay or concrete (faux clay)

- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)

2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
   - Pitched roofs
   - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
   - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
   - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## D. RESIDENTIAL - SINGLE FAMILY HOMES

**A. Façade Materials**

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
   - Masonry/stone
   - Stucco/plaster
   - Cementitious siding [Hardie-plank™ or equivalent]
   - Wood siding
   - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
   - Pre-cast masonry (limited trim and cornice elements only)
   - Gypsum reinforced fiber concrete (limited to trim elements only)
   - Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
   - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

**C. Building Roofs**

1. Permitted Roof Materials:
   - 30-year dimensional shingles
   - Tile, clay or concrete (faux clay)
   - Slate (equivalent synthetic or better)

- Metal (may be limited to porches or accent roofs)
- Roofing materials shall have a minimum 30-year rated warranty.

2. Authorized roof configurations:
   - Pitched roofs
   - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
3. Roofs, dormers and chimneys
   - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
   - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

**D. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## E. COMMERCIAL – OFFICE

Prior to site and building permit requests, architectural building elevations shall be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Materials and Colors**

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Materials and colors for wall and monument signs should be compatible with the MAIN BUILDING'S colors and materials.
4. All exterior materials, textures and colors shall be appropriate for the architectural style or theme of the building.
5. Compatible colors on a single facade, or composition, should seek to add interest and variety while reducing building scale.

**B. Building Lighting**

1. The design of the building's exterior light fixtures shall be architecturally compatible to the character of the development.

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.

3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**E. Canopies & Awnings**

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awnings are discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

**F. Signage & Graphics**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**G. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## F. COMMERCIAL - FLEX OFFICE

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Façades Materials**

1. Long, blank facades should be avoided to the extent possible.
2. Facades of large buildings visible from a PUBLIC STREET should include architectural features such as reveals, windows and openings.
3. Primary building entries should be readily identifiable.
4. Steel/Metal siding
5. Steel structural supports

**B. Accent Elements**

1. Accent building materials (near 5% of the area of the facade) may be:
    - Limestone
    - Other masonry
    - Hone, colored or split-faced CMU block

**C. Materials and Colors**

1. Large expanses of smooth material (e.g. concrete) should be broken.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

**D. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**E. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**F. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## G. COMMERCIAL - HOTEL (FULL AND LIMITED SERVICE)

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

### A. Building Materials

All construction must have an exterior facade of a minimum of eighty (80) percent glass, brick, masonry, stone, stucco, EIFS, or other cementitious type of materials on each facade. The remaining twenty (20) percent may be of any other building code acceptable material of a contrasting color, texture, or design.

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building.
4. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

### B. RV Parking

1. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a defined location.

### C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

### D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

### E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.

6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**F. Canopies & Awnings**

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## H. COMMERCIAL

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Facade Materials**

Permitted primary building materials (which must cover not less than 75% of the area of the facade) shall be:

1. Masonry/stone
2. Stucco/plaster
3. Cementitious siding (Hardie-plank™ or equivalent)
4. Other primary building materials shall be required to obtain a special exception as a part of DETAILED SITE PLAN approval.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

**B. Accent Elements**

1. Accent building materials (which may cover no more than 25% of the area of the facade) may be:

- Pre-cast masonry
- Gypsum reinforced fiber concrete
- Limestone
- Other masonry
- Metal
- Honed, colored or split-faced CMU block

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**E. Building Awnings and Canopies**

1. Materials, illumination and location:
   - Awnings and canopies shall be architectural and constructed with fully OPAQUE materials that complement the building.
   - Awnings and canopies shall not be internally illuminated.

**F. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**G. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

**H. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## I. COMMERCIAL - ARENA / ENTERTAINMENT

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

**A. Facade Materials**

Permitted primary building materials which will follow the design style of a North Texas ranch /livestock arena (which must cover not less than 95% of the area of facade) shall be:

1. Steel/Metal siding
2. Steel structural supports

**B. Accent Elements**

1. Accent building materials (near 5% of the area of the facade) may be:
   - Limestone
   - Other masonry
   - Hone, colored or split-faced CMU block

**C. Roof Forms**

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

**D. Building Lighting**

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

**E. Service Areas & Utilities**

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

**F. Building Signage**

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.

2. Attached signage should consist of individual letters.
3. Signage will be large to be in scale with this building.

**G. Underground Utilities**

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

## V. SITE ELEMENTS - *Lighting, parking, and signage standards*

The Site Elements section establishes the standards for public/private exterior space lighting, provision of adequate parking, and compatible signage.

### A. LIGHTING

Illumination is key to the safety and enjoyment of exterior environments by citizens, patrons, and guests of Heritage Ranch.

**A. Pedestrian Trail**

Sidewalk lighting with standard poles, pedestrian height poles, bollards and/or wall mounted fixtures are allowed on PEDESTRIAN TRAILS.

**B. Commercial Streets**

Streets in the Commercial and Entertainment Regions are typically designed to create a pedestrian oriented shopping or commercial district that includes special themed lighting. Decorative or themed lighting to create a special pedestrian street environment in the Commercial and Entertainment Regions will be allowed. These themed lights should be mounted on pedestrian-scaled poles. Use of LANDSCAPING, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

**C. Parking Lot**

Standard poles and fixtures shall be of a single color, compatible with the architecture of the building.

**D. Street Lighting**

1. General
   - All new developments should provide pedestrian scaled streetlights where feasible.
   - All new ALLEYS should have lights mounted on outbuildings or garages. These lights should be connected to a separate circuit other than the MAIN BUILDING.
   - Outdoor lighting should create and encourage a pedestrian friendly environment, which is especially beneficial to residential neighborhoods and neighborhood business districts. Pedestrian-scale lights should improve

sidewalk illumination for pedestrian traffic and enhance community safety and business exposure.

- Street lighting should be designed to be appropriate to its neighborhood identity. Such things as height of lamp post, lamp head and lighting source and spacing can all be calibrated accordingly.
- Where existing light poles provide street lighting, new light fixtures may be mounted on existing poles to maximize resources and minimize installation time. A more expensive option is to install the new light fixtures on top of free- standing poles that receive power via underground conduit.

2. Size
   - The height of lamp posts should be designed to be proportional to the width of the street. The general regulated height of streetlamps should be 12 to 15 feet for pedestrian- oriented neighborhoods. Typically, the 12-foot lampposts should be used for streets in residential neighborhoods and the 15-foot lampposts should be used on all other street types. This is not required for parking areas.
   - For those STREET INTERSECTIONS that require more light, the 20-foot lamppost can be instituted for safety, but should be used only if necessary.

3. Location
   - The minimum clearance from a streetlight pole to the face of curb should be 2 feet.
   - The minimum clearance from a streetlight pole to the edge of a sidewalk should be 1 foot.
   - The minimum clearance from a streetlight pole to the centerline of a tree should be 20 feet.
   - A consistent on-center distance for lampposts should be established appropriate to the location. Typically, this dimension is 90 feet on center.
   - On residential side streets, light posts should be placed within the parkway (tree planting strip) where one exists or within 2 feet from the curb when such a location does not reduce the sidewalk dimension to less than 5 feet.
   - In existing residential neighborhoods, when street lighting will be added and neither of the above conditions can be met, lamp posts should be placed within one foot of the sidewalk in the front yard (front setback), provided a utility EASEMENT is already in place in that location.
   - Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.

4. Character
   - All lamp posts should have a base, a middle and a top.
   - Where applicable, the style of the street fixtures should be consistent.
   - High-pressure sodium lights are prohibited. LED lights are encouraged.
   - Cobra-heads shall not be used on streets in residential neighborhoods or pedestrian-oriented commercial streets. Cobra-heads should only be used on high-volume traffic streets.

- Shoebox style lighting should not be used, except in large parking areas, or on the rear of buildings.
- Column streetlights should be used on streets in residential neighborhoods .
- Multi-head column streetlights may be used on all other streety types.

## B. PARKING

Surface parking required for uses within the Residential, Commercial, and Entertainment Regions.

Parking lots with two hundred (200) spaces or more shall be divided into separate areas divided by LANDSCAPED areas or sidewalks measuring a minimum of ten (10) feet in width or by a building or group of buildings.

1. Pedestrian sidewalks shall be directly linked to entrances and the internal circulation of the building.
2. Connections shall be made when feasible to any streets adjacent to the property and to any pedestrian facilities that connect to the property unless pedestrian and/or traffic hazards prohibit such connections.
3. Adjacent nonresidential sites shall provide cross vehicular access between nonresidential lots.

**Minimum Parking Requirements**

Minimum parking requirements for each land use is noted below.

### A. Residential

The minimum number of car parking spaces shall be provided in accordance with the following ratios:

1. Single-family dwelling units: two (2) spaces per unit on a paved driveway all concrete or similar paved surface such as turf pavers, brick pavers, or asphalt.
2. Two-family dwelling units: four (4) spaces per dwelling (two spaces per unit).
3. Efficiency units (zero bedrooms): one (1) space per unit.
4. One-bedroom units (apartments): one and one half (1.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
5. Two-bedroom units (apartments): two (2) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
6. Three-bedroom units (apartments): two and one half (2.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

7. Four-bedroom units (apartments): three (3) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

**B. Retail**

One (1) space per 250 SF of gross floor area.

**C. General Commercial**

One (1) space per 250 SF of gross floor area.

**D. Arena**

One (1) space per four (4) seats

**E. Restaurant**

One (1) space per 150 SF of gross floor area.

**F. Office**

One (1) space per 300 SF of gross floor area.

**G. Hotel (Limited and Full Service)**

Parking shall be provided in accordance with the following standards:
1. One (1) space per guest room,
2. Plus one (1) space per each five (5) RESTAURANT or lounge area seats,
3. Plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

**H. On-Street Parking**

The Heritage Ranch PD will allow on-street parking per CODE on the street types as defined within this document . The street types that will include this parking are the Urban Street and Collector.

**I. Requirements**

1. On-street parking within 200 feet of a LOT shall be counted toward the total required parking for that LOT.
2. Upon submittal of an acceptable comprehensive parking plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval

provided that such alternatives are consistent with this PD and the overall Development

3. A parking plan is required at the time of DETAILED SITE PLAN submittal.

### C. WAYFINDING AND SIGNAGE

Unless specifically provided for below or addressed in other sections of this PD, the Development shall conform to the Sign Requirements set forth in the CODE. Required signage within the public right of way shall meet the minimum requirements of the Texas Manual on Uniform Traffic Control Devices.

**A.** A sign plan for a region is required at the time of DETAILED SITE PLAN submittal.

**B.** A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed throughout the Development.

**C.** Signs for a retail, office or similarly permitted use may be hung from the front of the building and may extend perpendicularly up to 30 inches into the pedestrian sidewalk provided that the bottom of such sign shall be at least 8 feet above the pedestrian sidewalk.

**D.** Wayfinding and Signage within the Development shall conform generally to the design pallet, theme, and architectural elements of the Development.

**E.** Upon submittal of an acceptable sign plan for a region, or for a substantial portion of a region, the DIRECTOR may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.

**F.** Portable or wheeled signs located outside any building shall be prohibited.

## VI. LANDSCAPE STANDARDS

LANDSCAPING standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses.

### A. LANDSCAPE

**A. Landscape Definition**

LANDSCAPING shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover.

**B. Site Definition**

Site shall be defined, for the purposes of these guidelines, as any plot, TRACT or PARCEL of land or combination of contiguous lots, TRACTS or PARCELS of land.

**C. Compliance**

LANDSCAPING shall conform to the following:

1. LANDSCAPING shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
2. Due to certain circumstances, conditions, or hardships, the DIRECTOR may authorize a reasonable delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
3. If such a delay is authorized by the DIRECTOR, all LANDSCAPING shall be planted not later than the date provided in the authorization from the DIRECTOR.
4. All LANDSCAPING shall be installed so as to avoid hazards.
5. Upon submittal of an acceptable LANDSCAPING and/or screening plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative LANDSCAPING and screening requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.
6. A LANDSCAPING plan is required at the time of DETAILED SITE PLAN approval.
7. Tree and LANDSCAPING:
    - The CITY finds that the planting of trees aids in the stabilization of soil by preventing erosion and sedimentation, generates oxygen, and provides a buffer.
    - This document shall apply to all new residential and commercial construction.
    - Any lot having a building setback of greater than ten (10) feet shall have at least one (1) front yard tree of at least three (3) caliper inches in diameter.

## B. SCREENING

- LANDSCAPING shall be a permitted screening mechanism.

- If LANDSCAPING is used as a screening mechanism, screening height shall be a minimum of three (3) feet at full maturity of landscape unless otherwise noted in this Section.
- All LANDSCAPING shall be installed so as to avoid hazards.
- Shrubs of sufficient height when used alone, or in conjunction with other materials, shall meet the minimum height requirements of this Section.
- Masonry walls shall be a permitted screening mechanism.
- Wood OPAQUE fencing and walls shall be permitted as a screening mechanism and must be maintained in good condition without fallen and/or rotten wood.
- Metal OPAQUE fencing shall be permitted as a screening mechanism as ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- Privacy fences in the Residential Region shall consist of wood, ornamental metal with a consistent design and finished in black, or masonry fence materials.
- Where residential uses are incorporated into commercial uses and in multi-family areas, screening walls or mechanisms shall not be required.
- Fence and wall materials and locations will be approved as part of the DETAILED SITE PLAN approval.
- Fences and walls consisting of materials or placed in locations not addressed in this Section, may be approved as part of the DETAILED SITE PLAN approval.
- Site features noted below hereinafter shall be screened in accordance with above requirements.

**A. Rear Yards and Service Side**

Rear yard, or servicing side of a nonresidential use immediately adjacent to a PUBLIC STREET shall be screened. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

**B. Loading Docks**

Loading docks shall be screened from PUBLIC VIEW where a nonresidential use is immediately adjacent to a PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

**C. Solid Waste**

All solid waste areas shall be screened from PUBLIC VIEW. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

**D. Ground-mounted Equipment**

When practical, large ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be

reasonably screened or located away from the view of PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of three (3) feet at full maturity

### C. PARKING LOTS AND STREETS

- Screening of nonresidential OFF-STREET PARKING lots over twenty-five (25) spaces shall be landscaped.
- All areas that are used for parking shall conform to the minimum LANDSCAPING requirements within the CITY for such use.
- LANDSCAPING shall consist of a combination of such plant materials as follows: ground cover, shrubs, vines, hedges, trees, or other such materials.
- Required street trees will be planted within the streetscape areas identified on the typical street sections found in Section II, B of this PD, with the exception of the typical street section for the Collector the Urban Street. Trees for these street sections may be located outside the Pedestrian Realm and be included in the front yard setback area.
- Required street trees may be clustered if approved by the DIRECTOR in order to facilitate, among other things, creative design, visibility, or safety.
- For the Minor Arterial and Collector street sections set forth in this PD, street trees will be provided at a minimum of one tree for every 100 linear feet.
- Tree wells are permitted and may be covered with grates, living plant materials or some permeable non-living material.
- Street trees to be at least three (3) caliper inches in diameter.

### D. FENCES AND WALLS

- Residential Region: no fence, hedge or enclosure wall shall exceed a height of eight (8) feet.
- Commercial and Entertainment Region: fences may be erected to a height of ten (10) feet if used for security purposes.

## VII. PARKS, TRAILS AND OPEN SPACE STANDARDS

The Open Space Framework plan is attached as Exhibit “B” and shall serve as the guiding document for the general locations and types of OPEN SPACES and trails that shall be provided in the Heritage Ranch PD. The exact location of each OPEN SPACE and trail shall be determined at the time of DETAILED SITE PLAN.

### A. PARK

Final designs consistent with these typical park designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

### B. LAKES AND OPEN SPACE

Final designs consistent with these lake and OPEN SPACE typical designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

### C. PEDESTRIAN TRAILS

Connected pedestrian access shall be provided throughout much of the development and shall include internal neighborhood trails constructed in phases concurrent with the construction of such neighborhoods that ultimately connect to the master trail system identified during the DETAILED SITE PLAN.

Final designs consistent with these typical PEDESTRIAN TRAIL designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the DIRECTOR.

## VIII. DEFINITIONS

For purposes of this PD Document, certain words and terms are to be used and interpreted as defined hereinafter unless the context of such use clearly indicates otherwise. Where a word or phrases is printed in CAPITAL LETTERS, it is being used as a defined herein. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. Words and phrases not defined within these Definitions, but which are defined in the Code shall have the meaning provided such words and phrases in the Code.

The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

*Accessory dwelling.* A separate living unit, DETACHED from the primary structure, complete with kitchen, bathroom and sleeping facilities.

*Accessory structure.* A structure located on the same premise that is customarily incidental, DETACHED and subordinate to the primary structure or use.

*Agriculture.* The use of any TRACT of land for the production of animal or vegetable life; uses include, but are not limited to, the pasturing, grazing, and watering of livestock and the cropping, cultivation, and harvesting of plants.

*Alley.* A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

*Amusement services.* A commercial facility that includes, but is not limited to, bowling alleys, movie theatres, music halls, indoor skating rinks, video arcades, pool and billiard halls, shuffleboard courts, baseball hitting ranges, miniature golf, golf driving ranges and shooting arcades.

*Arena*. A large civic building or group of buildings designed for concerts, community events, sporting events, livestock events, conventions, industrial shows, and like kind events.

*Assisted living facility.* An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services pursuant to the applicable regulations contained in the Texas Health and Safety Code.

*Bed and breakfast.* A DWELLING arranged or used for lodging for compensation, with or without meals.

*Building.* Any structure used or intended for supporting or sheltering any use or occupancy.

*Building height.* The vertical distance measured from the ground immediately adjacent to the foundation to the eave line of the building

*Building line.* The line established by law, beyond which a building shall not extend, except as specifically provided by law. Such lines to include front, rear, and side yard setbacks.

*Building, main.* A building in which the principal use of the lot on which it is situated is conducted. In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

*Car wash.* A place or business equipped for washing cars and other motor vehicles.

*Childcare facility.* A facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

*Church/place of worship.* An institution that people regularly attend to participate in or hold religious services, meetings, or other activities. This term does not carry a secular connotation and includes the buildings or other locations in which the religious services of any denomination are held.

*City.* The City of Sherman, Texas.

*City council.* The governing body of the City.

*City manager.* The city manager of the City or his/her designee.

*Civic center.* A building or group of buildings containing administrative offices for the operations of local government that is:

(a) owned and operated by the CITY or Grayson County and
(b) used predominantly for office and meeting space for local government and/or community activities.

*Code.* The City of Sherman Code of Ordinances.

*Community garden*. A community garden is a single piece of land gardened collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.

*Community service.* A facility that is designed for the benefit of the public or its institutions including but not limited to community centers, libraries, post offices, agencies, etc.

*Continuing care retirement community.* A housing development designed to provide a full range of accommodations for older adults (55 years of age or older), including independent living, assisted living and skilled full-time nursing or medical care, that may consist of single family DETACHED and attached, duplex, triplex, quadraplex and/or multi-story structures.

*Convalescent and nursing homes.* An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides minor treatment under the direction and supervision of a physician licensed by the Texas State Board of Medical Examiners, or other services that meet some need beyond the basic provision of food, shelter, and laundry pursuant to the applicable regulations contained in the Texas Health and Safety Code.

*Detailed Site Plan.* Site plan approved by the CITY.

*Density.* The total number of residential buildings allowed upon a given TRACT of land usually expressed in total number of units per gross acres or net acre.

*Detached.* Having no physical connection above the top of the floor line of the first floor with any other building or structure.

*Director*. The Director of Development Services for the CITY or his/her designee or the CITY MANAGER if such position is vacant, no longer exists, or is terminated by the CITY.

*Dwelling.* Any building or portion thereof, which is designed or used exclusively for residential purposes.

*Dwelling, multi-family.* A building or portion of a building having suitable accommodations for two or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes PREMISES occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as duplexes, apartments, dormitories, lodging houses, rooming houses, and all the dwellings similarly occupied.

*Dwelling, one-family.* A DETACHED building used exclusively for residential purposes having suitable accommodations for only one family. Also known as single-family.

*Easement.* A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

*Educational facility.* Public and private primary, secondary and post-secondary educational facilities offering instruction in the branches of learning and study required to be taught by the Texas Education Agency; and such federally funded educational programs for preschool children as the Head Start Program.

*Entertainment.* Includes shows, plays, skits, musical revues, children's theater, dance productions, public dance, musical concerts, opera and the production or provision of sights or sounds or visual or auditory sensations which are designed to or may divert, entertain or otherwise appeal to members of the public who are admitted to a place of entertainment, which is produced by any means, including radio, television, video reproduction, piano, orchestra or band or any other musical instrument, slide or movie projector, spotlights, or interruptible or flashing light devices and decoration.

*Exhibition hall.* A large civic building or group of buildings designed for conventions, industrial shows, and the like, having large unobstructed exhibit areas and often including conference rooms, HOTEL accommodations, RESTAURANTS, and other facilities.

*Family.* One or more persons related by blood, marriage, or adoption; or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a DWELLING unit.

*Family home.* A home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker pursuant to the applicable regulations contained in the Texas Human Resources Code.

*Fraternal organization, lodge, civic club, or union.* An organized group having a restricted membership and specific purpose related to the welfare of the members such as Elks, Masons, Knights of Columbus, or a labor union.

*Fuel Sales.* An establishment engaged in the selling of retail fuel or gasoline and incidental goods and merchandise to the general public for personal or household consumption.

*Greenway.* A corridor of undeveloped land preserved for recreational use or environmental protection.

*Hospital.* An establishment that offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy and that regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent pursuant to applicable regulations of the Texas Health and Safety Code.

*Hotel.* A building containing guest rooms, rented for less than 30 days and designed to be used for sleeping purposes, which provides a common entrance, lobby, halls and stairways. Includes full-service and limited-service hotels.

*Independent Senior Living facility.* A residence facility (multi-family, attached and/or DETACHED dwellings) that is designed for residents 55 years and older who do not require nursing care.

*Kiosk.* A small stand-alone structure, with one or more open sides, that is used to vend merchandise or services, or for providing information, either by posting, or on a computer screen.

*Landscaping.* Grass, trees, shrubs, vines, ground cover or flowers planted and maintained to enhance appearance of a development. Landscaping may include non-botanical features, such as walks, fountains, reflecting pools, art works, rain gardens and storm water management features as approved by the DIRECTOR.

*Livestock Showing*. A livestock show is an event where livestock are exhibited and judged on certain phenotypical breed traits as specified by their respective breed standard. Many times tickets are sold to view the event.

*Livestock Stables*. A stable is a BUILDING in which livestock, especially horses and cattle, are kept. It most commonly means a building and/or area that is divided into separate stalls for individual animals.

*Lot.* A platted (as specified in the Texas Local Government Code) PARCEL of land that is occupied or intended to be occupied by one main building (or a group of main buildings) and any accessory building(s), which includes such parking, LANDSCAPING and OPEN SPACE as are required by this ordinance or other laws and/or ordinances, and also which has its principal LOT FRONTAGE upon a PUBLIC STREET.

*Lot area.* The total area, measured on a horizontal plane, included within LOT LINES.

*Lot, corner.* A lot which has at least two adjacent sides abutting for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

*Lot depth.* The mean horizontal distance between the front and rear LOT LINES.

*Lot, interior.* A lot other than a CORNER LOT.

*Lot frontage.* That dimension of a lot or portion of a lot abutting onto a PUBLIC STREET, excluding the side dimension of a CORNER LOT.

*Lot lines or property lines.* The lines bounding a lot as defined herein.

*Lot width.* The horizontal distance measured between side LOT LINES parallel to the front LOT LINE, and measured from the point on the BUILDING LINE that is closest to the front LOT LINE.

*Manufacturing Business.* A commercial enterprise covering a small area of land, which provides work performed by automation, individually, or as a team. Typically provides tangible products. Products can be produced, stored, or distributed from such business or enterprise. Such commercial enterprise does not include heavy manufacturing.

*Market (public).* Markets located on public property, where independent merchants can sell their products to the public. Typical products sold at public markets include fresh produce, various other food items and crafted goods.

*Medical office/service.* Including but not limited to ambulatory surgery center, urgent care center, hospice, hospice services and home health service.

*Microbrewery.* A combination retail, wholesale and manufacturing business that brews and serves beer and/or food.

*Offices.* A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding MEDICAL OFFICES.

*Off-street parking.* Off-street parking spaces provided in accordance with the requirements of this ordinance, located on the LOT or TRACT occupied by the main use or within 200 feet of such LOT or TRACT, and located within the same zoning region as the main use or in an adjacent parking district.

*Opaque.* Not able to be seen through and/or not transparent.

*Open space*. In land-use planning, urban green space is open-space areas reserved for parks and other "green spaces", including plant life, water features and other kinds of natural environment. Most urban open spaces are green spaces, but occasionally include other kinds of open areas.

*Outdoor recreation.* An area designed for active outdoor recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, campgrounds, golf courses, tennis courts and swimming pools.

*Parcel.* Any unplatted TRACT of land, or any portion of an unplatted TRACT of land (also see TRACT).

*Park/playground.* An area of land set aside for public or private use, as a piece of land with few or no buildings within or adjoining a town, maintained for recreational and ornamental purposes.

*Pedestrian trails*. A trail is usually a path, track or unpaved lane or road. The term is also applied, in North America, to routes along rivers, and sometimes to highways.

*Premises.* Land together with any buildings or structures situated thereon.

*Private club.* An establishment providing social and/or dining facilities which may provide alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the applicable regulations in the Texas Alcoholic Beverage Code, that pertains to the operation of private clubs.

*Professional service.* Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

*Public garage/parking structure.* A surface lot, parking structure or other facility owned, operated or maintained by the city, to provide parking to the general public.

*Public park, State park, Municipal Park. Public park*: a park in public space*; state park:* a park owned by a U.S. state; *municipal park.*: a park owned by the city.

*Public plaza*. A public square in a city or town often featuring sidewalk, trees and shrubs, places to sit, and sometimes shops.

*Public streets*. A public street is any road open for public travel, under the jurisdiction of a public authority and maintained by a public authority.

*Public view*. Any area, equipment, or structure which can be viewed by the public from any PUBLIC STREET, PUBLIC PLAZA, or PUBLIC PARK.

*Reservation*. A TRACT of public land set aside.

*Restaurant.* An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the PREMISES, which may include a drive-through window(s) or where facilities are provided on the PREMISES which encourage the serving and consumption of food in automobiles on or near the restaurant PREMISES.

*Retail.* An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

*School (K through 12).* An institution for the instruction of children or people under college age.

*School, other.* Any institution for the instruction of people not considered a "school (K through 12)."

*Schoolyards*. The area next to or surrounding a school where students typically play games or sports.

*Seasonal uses.* Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce, and other items which are typically only available at certain times of the year.

*Service Business.* A commercial enterprise, which provides work performed in an expert manner by an individual or team, for the benefit of its customers. Typical services businesses provide intangible products, such as accounting, banking, consulting, cleaning, landscaping, education, insurance, treatment, and transportation services, where no exterior storage of equipment or stock are stored.

*Story/Stories.* That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

*Street.* Any dedicated public thoroughfare that affords the principal means of access to abutting property. A Street is termed a major thoroughfare or arterial when the right-of-way is greater than 60 feet.

*Street intersection.* Any street that joins another street at an angle, whether or not it crosses the other.

*Telemarketing agency.* An establishment that solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the PREMISES. No products are stored at or on the PREMISES.

*Townhouse.* A one-family dwelling unit that may be constructed in a group of attached units separated by PROPERTY LINES in which each unit extends from foundation to roof and with open space on at least two sides.

*Tract.* A single PARCEL or lot.

*Use.* The purpose for which land or buildings are or may be occupied in a zoning district.

*Utilities (public).* Any facility or structure which provides services to the general public including but not limited to electric, gas, telephone, water, and television cable systems either publicly or privately owned.

*Veterinarian clinic.* An establishment where animals are admitted for examination and medical treatment.

*Yard.* An open space at grade between a building and the adjoining LOT LINES, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width

of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the LOT LINE and the main building shall be used.

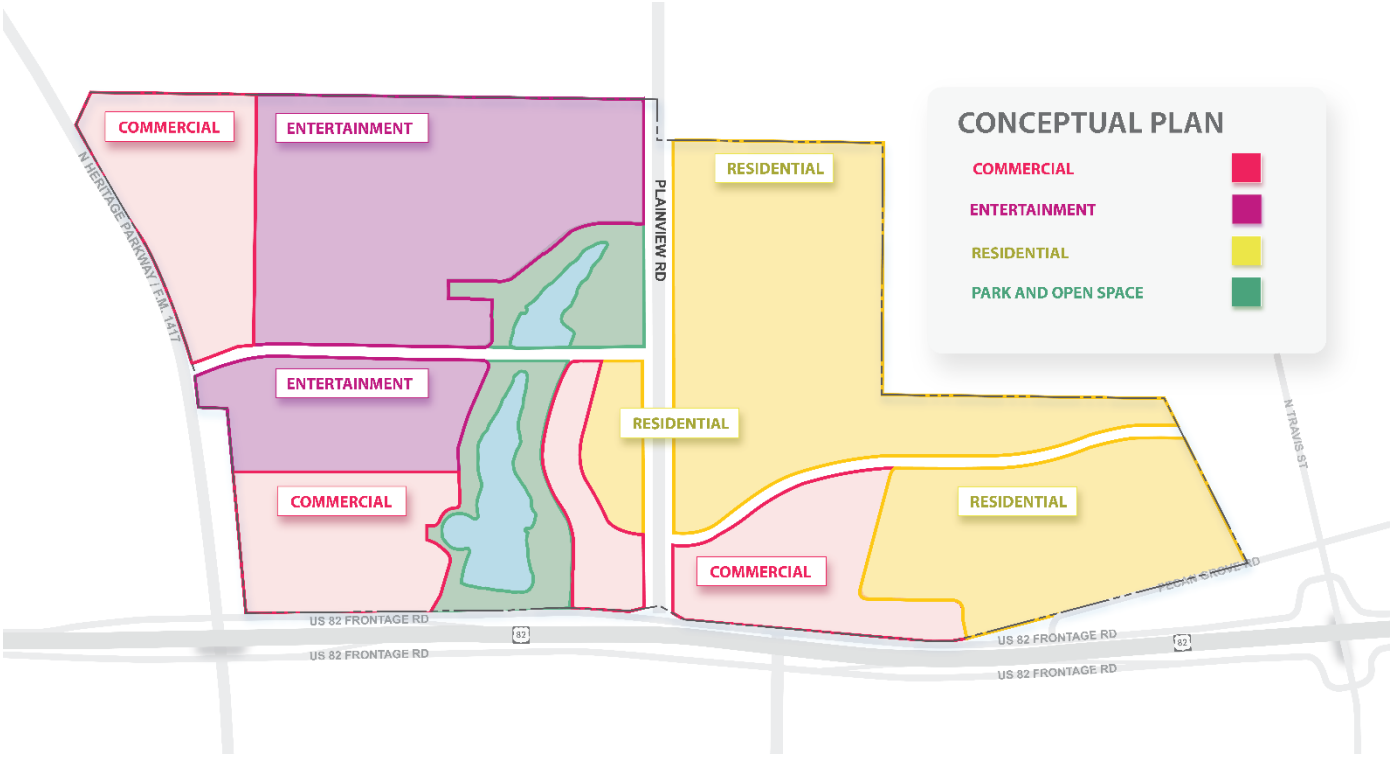
*Yard, front.* A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front PROPERTY LINE and the outside wall of the main building. Also known as front yard.

*Yard, rear.* The area extending across the rear of a lot measured between the LOT LINES and being the minimum horizontal distance between the rear LOT LINE and the rear of the outside wall of the main building. On both CORNER LOTS and INTERIOR LOTS, the rear yard shall in all cases be at the opposite end of the lot from the front yard. Also known as rear yard.

*Yard, side.* The area between the building and sideline of the lot and extending from the front LOT LINE to the rear LOT LINE and being the minimum horizontal distance between a side LOT LINE and the outside wall of the side of the main building. Also known as side yard.

*Zoning Ordinance*. A City of Sherman document which defines the regulations for land development of real property and also the procedures for application and potentially approval.

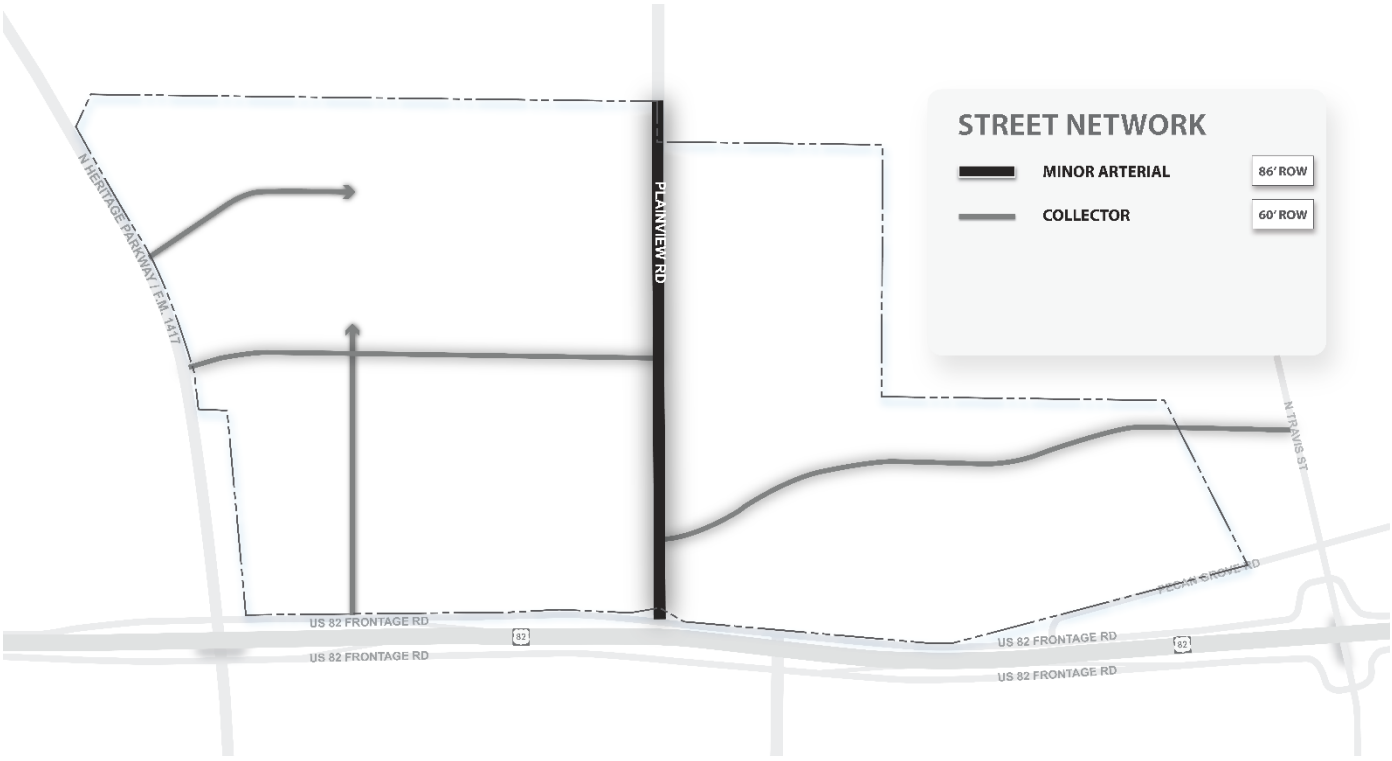
# EXHIBIT "A" – CONCEPTUAL PLAN




| **Region** | *Commercial* | *Entertainment* | *Residential* | *Park and Open Space* | *Major Right of Way (ROW)* | **Total Acreage (ac)** |
|---|---|---|---|---|---|---|
| **Acreage (ac)** | +/- 105 | +/- 112 | +/- 138 | +/- 60 | +/- 24 | 439 |

## EXHIBIT "B" – OPEN SPACE FRAMEWORK PLAN

## EXHIBIT "C" – TRANSPORTATION MASTER PLAN



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **D. 4.**

**Meeting Date:** 01/19/2021

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers: 6352, 6353 and 6354

**Issue:**

**D. 1.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6352**

Extending the Corporate Limits of Said City so as to Annex an Area of Land consisting of Approximately 57.88 acres generally located North of U.S. Highway 82, East of Plainview Road and
West of F.M. 131, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be entitled to the Rights and Privileges of other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

**D. 2.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6353**

Extending the Corporate Limits of Said City so as to Annex an Area of Land consisting of Approximately 136.94 acres generally located North of U.S. Highway 82, East of F.M. 1417, and West of Plainview Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be entitled to the Rights and Privileges of other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

**D. 3.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6354**

Amending Section 6.11, Subsection (5)(A), and Section 12, Ordinance No. 2280, so as to Rezone Property generally located in the 3500-4500 blocks of North F.M. 1417 (Heritage Parkway) and the 600-1900 blocks of West U.S. Highway 82, being approximately 439 acres in the John Jennings Survey, Abstract No. 647, and the Uriah Burns Survey, Abstract No. 121, as a Planned Development District Subject to this Ordinance and Ordinance No. 2280 (TPJ Properties LTD and Heritage Ranch Land Holdings, LTD, Owners; Ryan Johnson, Representative; Covenant Development, Developer; Norris Design, Planner/Landscape Architect; JHP, Architect; and Underwood Drafting and Surveying, Surveyor); Providing that the Property is Rezoned and Placed in the Zoning Classification of Planned Development; Describing the Property to be Rezoned; Providing a Penalty not to Exceed $2,000.00

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **E. 1.**

**Meeting Date:** 01/19/2021

**Prepared By:** Wayne Lee, Director of Engineering

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**RESOLUTION NO. 6693**

Authorizing Execution of a Development Agreement with Wyldewood Homes, LLC for the Construction of Public Facilities in Washington Meadows, Phase I, a 15.983-acre Development East of Heritage Parkway (F.M. 1417) and South of Washington Street in the City of Sherman

**Issue:**

The construction of public facilities in Washington Meadows, Phase I, a 15.983-acre development east of Heritage Parkway (F.M. 1417) and south of Washington Street in the City of Sherman

**Background:**

Wyldewood Homes, LLC proposes to construct a 15.983-acre development with 57 residential lots east of Heritage Parkway and south of Washington Street, which includes the construction of streets, storm sewer, water, and sanitary sewer mains. Construction of this public infrastructure will be completed by Wyldewood and paid for by Wyldewood. Upon completion, the improvements will be dedicated to the City, and the City will be responsible for the maintenance of these public facilities thereafter.

**Origination:**

Engineering Department

**Financial Consideration:**

The development fee to be paid by the developer for public inspection will be $46,302.97.

**Staff Recommendation:**

Staff recommends approval and execution of the Development Agreement.

**Alternatives:**

As directed by the City Council

**Attachments**

Resolution No. 6693
Development Agreement
Exhibit "A"
Aerial Location Map

**RESOLUTION NO. 6693**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WYLDEWOOD HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN WASHINGTON MEADOWS, PHASE I, A 15.983-ACRE DEVELOPMENT EAST OF HERITAGE PARKWAY (F.M. 1417) AND SOUTH OF WASHINGTON STREET 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.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Wyldewood Homes, LLC for the construction of public facilities in Washington Meadows, Phase I, a 15.983-acre development east of Heritage Parkway (F.M. 1417) and south of Washington Street in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS,** on this the _____ day of _____, 2021.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** _____ **BY:** _____

**LINDA ASHBY, CITY CLERK** **DAVID PLYLER, MAYOR**

**APPROVED AS TO FORM AND CONTENT:**
**THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

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

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND WYLDEWOOD HOMES, LLC**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this _19th_ day of _January____, 2021 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and Wyldewood Homes, LLC, ("Developer").

**WITNESSETH:**

**WHEREAS,** City recognizes the importance of its continued role in local economic development; and

**WHEREAS,** Developer is developing a portion of the City and making improvements to the City; and

**WHEREAS,** Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as Washington Meadows, Phase 1, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

**WHEREAS,** the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

**WHEREAS,** the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.**
**SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat) and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.

3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties. Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be subject to approval by the City Engineer (as defined in Paragraph 9 of this Article) to meet City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.

5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before February 1, 2022, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13. **Maintenance Bond:**

    A. Developer shall provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

    A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE

ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of $46,302.97.

C. Developer agrees that the development, as set forth in the Development Documents, will comply with all applicable federal, state and local laws, including but not limited to those laws relating to the discharge of storm water upon completion of the development.

D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

## ARTICLE II.

## GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind**. Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default**. A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City**. If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.

6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.

7. **Venue and Governing Law**. This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices**. Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

**CITY:**
DESIGNEE: Wayne E. Lee, P.E., CFM
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

**DEVELOPER:** Wyldewood Homes, LLC
DESIGNEE: Tim Pike
ADDRESS: 3803 Ward Neal Rd
Bells, TX 75414
PHONE: 903-271-9777
EMAIL: timpike72@gmail.com

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.

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

14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

**IN WITNESS WHEREOF,** parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2021, with an original to each party.

**DEVELOPER: WYLDEWOOD HOMES, LLC**

**BY:** _____
**NAME: Tim Pike**
**TITLE: President**

**ATTEST:** **BY:** _____

**NAME:** _____

**TITLE:** _____

**CITY:** **CITY OF SHERMAN**

**BY:** _____
**NAME: Robby Hefton**
**TITLE: City Manager**

**ATTEST:** **BY:** _____
**NAME: Linda Ashby**
**TITLE: City Clerk**

**APPROVAL RECOMMENDED:**

_____
**Wayne E. Lee, P.E., CFM / Director Engineering**

**APPROVED AS TO FORM:**
**THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

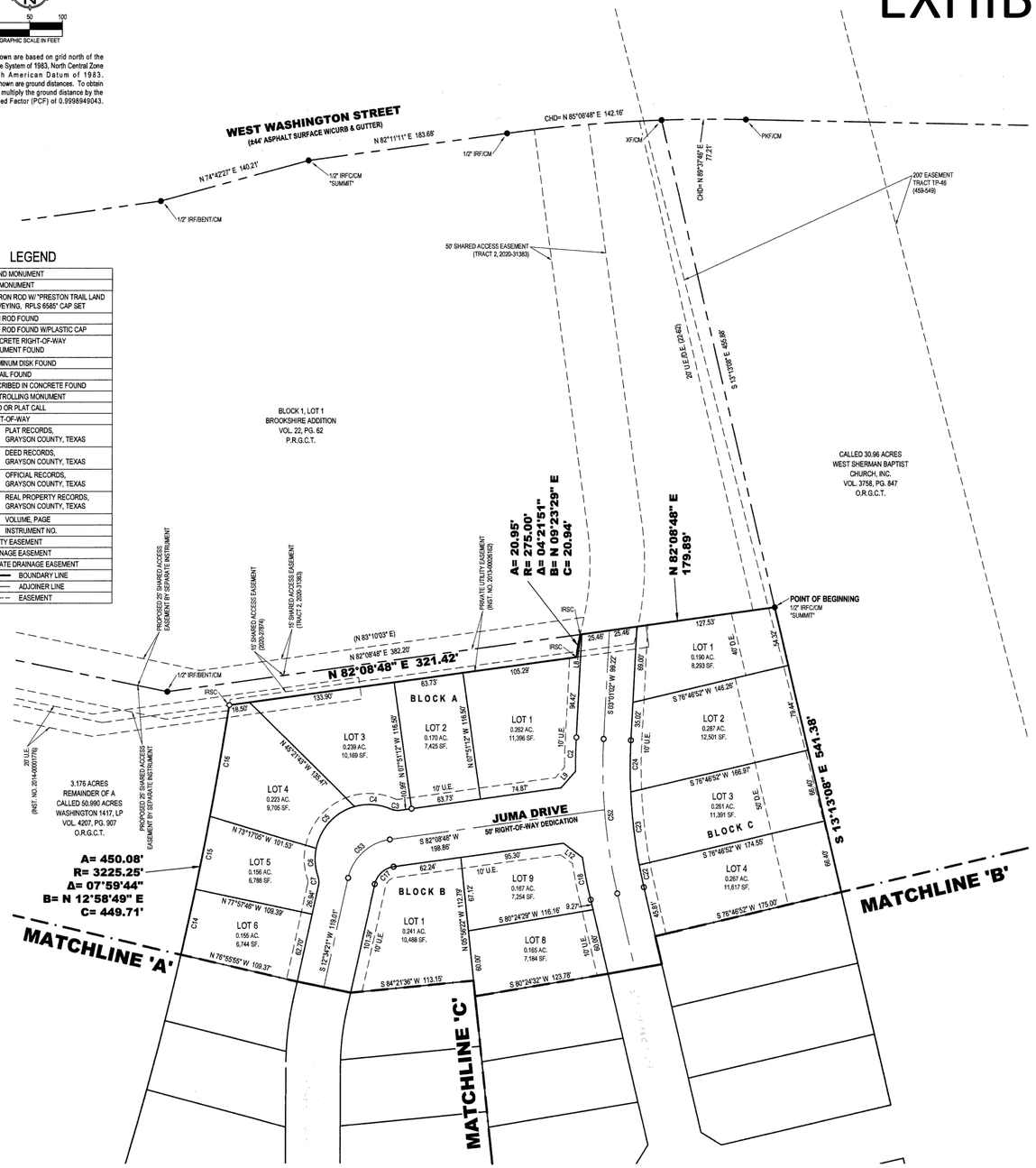
**NAME:** _____
**CITY ATTORNEY**

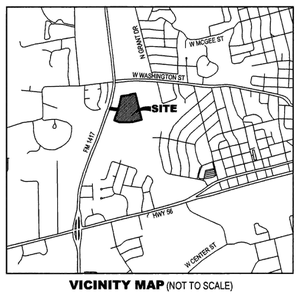
# EXHIBIT "A"

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998949043.

## LEGEND

| | | |
|---|---|---|
| ● | FOUND MONUMENT | |
| ○ | SET MONUMENT | |
| IRSC | 1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET | |
| IRF | IRON ROD FOUND | |
| IRFC | IRON ROD FOUND W/PLASTIC CAP | |
| CRMF | CONCRETE RIGHT-OF-WAY MONUMENT FOUND | |
| ADF | ALUMINUM DISK FOUND | |
| PKF | PK NAIL FOUND | |
| XF | "X" SCRIBED IN CONCRETE FOUND | |
| CM | CONTROLLING MONUMENT | |
| ( ) | DEED OR PLAT CALL | |
| R.O.W. | RIGHT-OF-WAY | |
| P.R.G.C.T. | PLAT RECORDS, GRAYSON COUNTY, TEXAS | |
| D.R.G.C.T. | DEED RECORDS, GRAYSON COUNTY, TEXAS | |
| O.R.G.C.T. | OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS | |
| R.P.R.G.C.T. | REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS | |
| VOL., PG. | VOLUME, PAGE | |
| INST. NO. | INSTRUMENT NO. | |
| U.E. | UTILITY EASEMENT | |
| D.E. | DRAINAGE EASEMENT | |
| P.D.E. | PRIVATE DRAINAGE EASEMENT | |
| ——— | BOUNDARY LINE | |
| ——— | ADJOINER LINE | |
| - - - - - | EASEMENT | |




**VICINITY MAP** (NOT TO SCALE)

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

**OWNER/DEVELOPER:**
Wyldewood Homes LLC
P.O. Box 911688
Sherman, TX 75092
Contact: Tim Pike

**ENGINEER:**
MDJ Engineering, LLC
3774 Childress Street
Houston, TX 77005
Firm Registration # 20254
Contact: Michael Jensvold

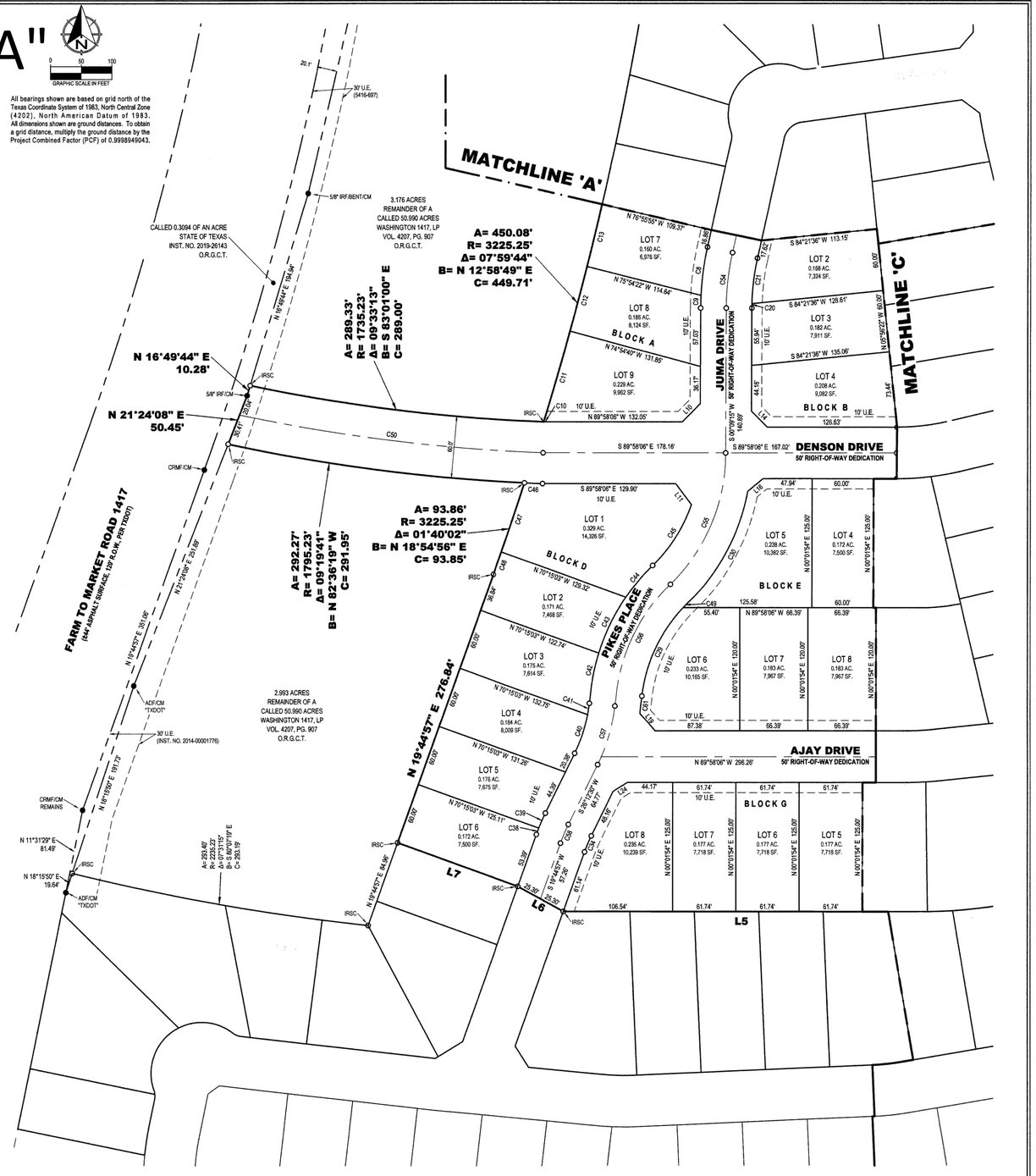
**SURVEYOR:**
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

**FINAL PLAT**
**WASHINGTON MEADOWS, PHASE ONE**
**15.983 ACRES**
**J.B. MCANAIR SURVEY, ABSTRACT NO. 763**
**City of Sherman, Grayson County, Texas**

Preston Trail
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

| TBPLS Firm No. 10194175 | Drawn by: BNH | Scale: 1"=60' | Project No. 20-0204.6A |
|---|---|---|---|
| | Checked by: CRN | Date: 10/20/2020 | Sheet No. 1 of 4 |

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998949043.




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

## LEGEND

| | | | |
|---|---|---|---|
| ● | FOUND MONUMENT | P.R.G.C.T. | PLAT RECORDS, GRAYSON COUNTY, TEXAS |
| ○ | SET MONUMENT | | |
| IRSC | 1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET | D.R.G.C.T. | DEED RECORDS, GRAYSON COUNTY, TEXAS |
| IRF | IRON ROD FOUND | O.R.G.C.T. | OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS |
| IRFC | IRON ROD FOUND W/PLASTIC CAP | | |
| CRMF | CONCRETE RIGHT-OF-WAY MONUMENT FOUND | R.P.R.G.C.T. | REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS |
| ADF | ALUMINUM DISK FOUND | VOL., PG. | VOLUME, PAGE |
| PKF | PK NAIL FOUND | INST. NO. | INSTRUMENT NO. |
| XF | "X" SCRIBED IN CONCRETE FOUND | U.E. | UTILITY EASEMENT |
| CM | CONTROLLING MONUMENT | D.E. | DRAINAGE EASEMENT |
| ( ) | DEED OR PLAT CALL | ——— | BOUNDARY LINE |
| R.O.W. | RIGHT-OF-WAY | ——— | ADJOINER LINE |
| P.D.E. | PRIVATE DRAINAGE EASEMENT | - - - - - | EASEMENT |

**OWNER/DEVELOPER:**
Wyldewood Homes LLC
P.O. Box 911688
Sherman, TX 75092
Contact: Tim Pike

**ENGINEER:**
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3774 Childress Street
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Firm Registration # 20254
Contact: Michael Jensvold

**SURVEYOR:**
Chris Noah, RPLS 6585
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Suite No. 5
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Ph: 903-786-6029

**FINAL PLAT**
**WASHINGTON MEADOWS, PHASE ONE**
**15.983 ACRES**
**J.B. MCANAIR SURVEY, ABSTRACT NO. 763**
**City of Sherman, Grayson County, Texas**

Preston Trail
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

| TBPLS Firm No. 10194175 | Drawn by: BNH | Scale: 1"=60' | Project No. 20-0204.6A |
|---|---|---|---|
| | Checked by: CRN | Date: 10/20/2020 | Sheet No. 2 of 4 |

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998949043.

N

0 50 100

GRAPHIC SCALE IN FEET

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 108.08' | 490.50' | 12°37'32" | S 83°43'09" W | 107.87' |
| C2 | 30.70' | 365.16' | 4°49'03" | S 01°20'30" W | 30.69' |
| C3 | 8.24' | 15.00' | 31°29'31" | N 82°06'26" W | 8.14' |
| C4 | 33.96' | 49.62' | 39°13'01" | N 86°01'09" W | 33.30' |
| C5 | 54.44' | 49.50' | 63°01'08" | S 42°48'51" W | 51.74' |
| C6 | 26.11' | 49.27' | 30°22'11" | S 03°48'27" E | 25.81' |
| C7 | 8.24' | 15.00' | 31°29'31" | S 03°10'25" E | 8.14' |
| C8 | 47.39' | 275.00' | 9°52'24" | S 07°38'09" W | 47.33' |
| C9 | 12.21' | 275.00' | 2°32'42" | S 01°26'36" W | 12.21' |
| C10 | 3.00' | 20.32' | 8°28'04" | N 85°39'56" W | 3.00' |
| C11 | 91.34' | 3225.25' | 1°37'22" | N 16°09'45" E | 91.34' |
| C12 | 64.98' | 3225.25' | 1°09'16" | N 14°48'26" E | 64.98' |
| C13 | 61.93' | 3225.25' | 1°06'01" | N 13°38'48" E | 61.93' |
| C14 | 60.73' | 3225.25' | 1°04'44" | N 12°33'26" E | 60.73' |
| C15 | 67.91' | 3225.25' | 1°12'23" | N 11°24'52" E | 67.91' |
| C16 | 102.94' | 3225.25' | 1°49'44" | N 09°53'49" E | 102.94' |
| C17 | 24.89' | 20.50' | 69°34'28" | N 47°21'34" E | 23.39' |
| C18 | 39.20' | 379.05' | 5°55'32" | S 11°04'49" E | 39.18' |
| C19 | 51.64' | 225.00' | 13°08'56" | S 83°21'21" W | 51.52' |
| C20 | 4.37' | 225.00' | 1°06'45" | N 00°42'37" E | 4.37' |
| C21 | 44.40' | 225.00' | 11°18'21" | N 08°55'10" E | 44.33' |
| C22 | 20.60' | 475.00' | 2°29'03" | N 11°58'36" W | 20.59' |
| C23 | 66.89' | 475.00' | 8°04'05" | N 06°42'02" W | 66.83' |
| C24 | 47.12' | 475.00' | 5°41'01" | N 00°10'31" E | 47.10' |
| C25 | 33.58' | 275.00' | 6°59'50" | N 86°32'00" E | 33.56' |
| C26 | 30.01' | 275.00' | 6°15'13" | N 79°54'28" E | 30.00' |
| C27 | 36.14' | 275.00' | 7°31'44" | S 80°25'19" W | 36.11' |
| C28 | 28.05' | 329.34' | 4°52'49" | S 87°06'33" W | 28.04' |
| C29 | 96.66' | 150.00' | 36°55'15" | N 25°07'40" E | 95.00' |
| C30 | 124.57' | 200.00' | 35°41'16" | N 28°19'53" E | 122.57' |
| C31 | 39.22' | 195.50' | 11°29'43" | S 84°17'03" W | 39.16' |
| C32 | 101.37' | 490.50' | 11°50'27" | S 83°19'36" W | 101.19' |
| C33 | 6.72' | 490.50' | 0°47'05" | S 89°38'22" W | 6.72' |
| C34 | 16.91' | 150.00' | 6°27'33" | N 22°58'44" E | 16.90' |
| C35 | 20.33' | 325.00' | 3°35'01" | N 88°14'24" E | 20.32' |
| C36 | 12.83' | 325.00' | 2°15'43" | N 85°19'02" E | 12.83' |
| C37 | 42.71' | 325.00' | 7°31'44" | N 80°25'19" E | 42.68' |
| C38 | 6.61' | 204.37' | 1°51'09" | N 20°41'15" E | 6.61' |
| C39 | 15.94' | 201.01' | 4°32'36" | S 23°55'43" W | 15.93' |
| C40 | 39.87' | 149.93' | 15°14'16" | N 18°35'31" E | 39.76' |
| C41 | 11.29' | 150.00' | 4°18'39" | N 08°49'22" E | 11.28' |
| C42 | 36.95' | 200.11' | 10°34'44" | N 11°57'29" E | 36.89' |
| C43 | 60.58' | 200.00' | 17°21'20" | N 25°55'47" E | 60.35' |
| C44 | 40.38' | 200.18' | 11°33'26" | N 40°23'29" E | 40.31' |
| C45 | 70.57' | 150.00' | 26°57'25" | N 32°41'49" E | 69.92' |
| C46 | 17.64' | 292.63' | 3°27'11" | N 87°33'31" W | 17.63' |
| C47 | 70.70' | 3225.25' | 1°15'21" | S 18°42'35" W | 70.70' |
| C48 | 23.16' | 3225.25' | 0°24'41" | S 19°32'37" W | 23.16' |
| C49 | 6.77' | 150.00' | 2°35'14" | N 44°52'54" E | 6.77' |
| C50 | 299.17' | 1765.23' | 9°42'38" | S 82°57'24" E | 298.81' |
| C51 | 57.82' | 250.00' | 13°15'02" | N 83°24'23" E | 57.69' |
| C52 | 141.69' | 500.00' | 16°14'11" | N 05°08'04" W | 141.22' |
| C53 | 55.25' | 45.50' | 69°34'28" | S 47°21'34" W | 51.92' |
| C54 | 54.19' | 250.00' | 12°25'06" | S 06°21'48" W | 54.08' |
| C55 | 141.92' | 175.00' | 46°27'55" | S 22°58'33" W | 138.06' |
| C56 | 120.67' | 175.00' | 39°30'29" | S 26°25'17" W | 118.29' |
| C57 | 59.68' | 175.00' | 19°32'28" | S 16°26'16" W | 59.40' |
| C58 | 19.73' | 175.00' | 6°27'33" | S 22°58'44" W | 19.72' |
| C59 | 30.61' | 300.00' | 5°50'43" | N 87°08'33" E | 30.59' |
| C60 | 39.42' | 300.00' | 7°31'44" | N 80°25'19" E | 39.39' |
| C61 | 17.04' | 1933.84' | 0°30'17" | N 06°49'32" E | 17.04' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 76°46'52" W | 175.00' |
| L2 | S 74°51'24" W | 50.02' |
| L3 | S 76°39'27" W | 125.00' |
| L4 | N 13°20'33" W | 6.98' |
| L5 | N 89°58'06" W | 348.49' |
| L6 | N 61°26'54" W | 50.60' |
| L7 | N 70°15'03" W | 125.00' |
| L8 | N 82°08'48" E | 1.45' |
| L9 | S 40°54'24" W | 20.44' |
| L10 | S 45°05'35" W | 24.84' |
| L11 | S 37°14'00" E | 25.48' |
| L12 | S 53°23'51" E | 21.71' |
| L13 | S 31°46'52" W | 21.92' |
| L14 | N 44°54'25" W | 21.94' |
| L15 | N 58°13'08" W | 21.92' |
| L16 | N 50°15'35" E | 19.19' |
| L17 | S 58°13'08" E | 21.92' |
| L18 | S 31°39'27" W | 21.92' |
| L19 | N 35°06'34" W | 25.35' |
| L20 | N 60°50'13" W | 21.89' |
| L21 | N 31°46'52" E | 21.92' |
| L23 | S 58°20'33" E | 21.92' |
| L24 | N 58°07'12" E | 16.39' |

PRELIMINARY
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## LEGEND

| | | | |
|---|---|---|---|
| ● | FOUND MONUMENT | P.R.G.C.T. | PLAT RECORDS, GRAYSON COUNTY, TEXAS |
| ○ | SET MONUMENT | | |
| IRSC | 1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET | D.R.G.C.T. | DEED RECORDS, GRAYSON COUNTY, TEXAS |
| IRF | IRON ROD FOUND | O.R.G.C.T. | OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS |
| IRFC | IRON ROD FOUND W/PLASTIC CAP | | |
| CRMF | CONCRETE RIGHT-OF-WAY MONUMENT FOUND | R.P.R.G.C.T. | REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS |
| ADF | ALUMINUM DISK FOUND | VOL., PG. | VOLUME, PAGE |
| PKF | PK NAIL FOUND | INST. NO. | INSTRUMENT NO. |
| XF | "X" SCRIBED IN CONCRETE FOUND | U.E. | UTILITY EASEMENT |
| CM | CONTROLLING MONUMENT | D.E. | DRAINAGE EASEMENT |
| ( ) | DEED OR PLAT CALL | ——— | BOUNDARY LINE |
| R.O.W. | RIGHT-OF-WAY | ——— ——— | ADJOINER LINE |
| P.D.E. | PRIVATE DRAINAGE EASEMENT | – – – – – | EASEMENT |

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**OWNER/DEVELOPER:**
Wyldewood Homes LLC
P.O. Box 911688
Sherman, TX 75092
Contact: Tim Pike

**ENGINEER:**
MDJ Engineering, LLC
3774 Childress Street
Houston, TX 77005
Firm Registration # 20254
Contact: Michael Jensvold

**SURVEYOR:**
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

**FINAL PLAT**
**WASHINGTON MEADOWS, PHASE ONE**
**15.983 ACRES**
**J.B. MCANAIR SURVEY, ABSTRACT NO. 763**
**City of Sherman, Grayson County, Texas**

Preston Trail
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

| TBPLS Firm No. 10194175 | Drawn by: BNH | Scale: 1"=60' | Project No. 20-0204.6A |
|---|---|---|---|
| | Checked by: CRN | Date: 10/20/2020 | Sheet No. 3 of 4 |

## OWNER'S CERTIFICATE

**WHEREAS WYLDEWOOD HOMES, LLC** is the owner of all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being part of a called 37.114 acre tract of land described in the deed to Wyldewood Homes, recorded in Instrument No. 2020-31383, Official Records of Grayson County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "SUMMIT" found for the northeast corner of said 37.114 acre tract, common to the southeast corner of Lot 1 in Block 1 of Brookshire Addition, according to the plat thereof recorded in Volume 22, Page 62, Plat Records of Grayson County, Texas, and on the easterly line of said 37.114 acre tract, and on the westerly line of a called 30.96 acre tract of land described in the deed to West Sherman Baptist Church, Inc., recorded in Volume 3758, Page 847, said Official Records, and from which an "X" found scribed in concrete for the northeast corner of said Lot 1 bears North 13°13'08" West, a distance of 455.88 feet;

**THENCE** South 13°13'08" East, with the easterly line of said 37.114 acre tract, and with the westerly line of said 30.96 acre tract, a distance of 541.38 feet to a point for corner, said point falls in a creek;

**THENCE** South 13°20'33" East, continuing with the easterly line of said 37.114 acre tract, and with the westerly line of said 30.96 acre tract, a distance of 399.39 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the southeast corner of the herein described tract of land;

**THENCE** continuing across said 37.114 acre tract, the following eight (8) courses:

1. South 76°46'52" West, a distance of 175.00 feet to a Capped Iron Rod set for corner;
2. South 74°51'24" West, a distance of 50.02 feet to a Capped Iron Rod set for corner;
3. South 76°39'27" West, a distance of 125.00 feet to a Capped Iron Rod set for corner;
4. North 13°20'33" West, a distance of 6.98 feet to a Capped Iron Rod set for corner at the beginning of a non-tangent curve to the right, having a delta angle of 12°37'32", a radius of 490.50 feet, and a chord bearing and distance of South 83°43'09" West, 107.87 feet;
5. With said curve to the right, an arc distance of 108.08 feet to a Capped Iron Rod set for corner;
6. North 89°58'06" West, a distance of 348.49 feet to a Capped Iron Rod;
7. North 61°26'54" West, a distance of 50.60 feet to a Capped Iron Rod;
8. North 70°15'03" West, a distance of 125.00 feet to a Capped Iron Rod set for the southern-most southwest corner of the herein described tract of land, and on a westerly line of said 37.114 acre tract;

**THENCE** with a westerly line of said 37.114 acre tract, the following two (2) courses:

1. North 19°44'57" East, a distance of 276.84 feet to a Capped Iron Rod set for corner at the beginning of a tangent curve to the left having a delta angle of 01°40'02", a radius of 3225.25 feet, and a chord bearing and distance of North 18°54'56" East, 93.85 feet;
2. With said curve to the left, an arc distance of 93.86 feet to a Capped Iron Rod set for corner at the beginning of a non-tangent curve to the right having a delta angle of 09°19'41", a radius of 1795.23 feet, and a chord bearing and distance of North 82°36'19" East, 291.95 feet;

**THENCE** with a southerly line of said 37.114 acre tract, and with said curve to the right, an arc distance of 292.27 feet to a Capped Iron Rod set for corner on the easterly line of a called 0.3094 acre tract of land described in the deed to State of Texas, recorded in Instrument No. 2019-26143, said Official Records, and on the easterly right-of-way line of aforesaid Farm to Market Road 1417;

**THENCE** North 21°24'08" East, with a westerly line of said 37.114 acre tract, and with the easterly line of said 0.3094 acre tract, and with the easterly right-of-way line of said Farm to Market Road 1417, a distance of 10.28 feet to a Capped Iron Rod set corner, and at the beginning of a non-tangent curve to the left having a delta angle of 09°33'13", a radius of 1735.23 feet, and a chord bearing and distance of South 83°01'00" East, 289.00 feet;

**THENCE** with the northerly line of said 37.114 acre tract, with said curve to the left, an arc distance of 298.33 feet to a Capped Iron Rod set for corner at the beginning of a non-tangent curve to the left having a delta angle of 07°59'44", radius of 3225.25 feet, and a chord bearing and distance of North 12°58'49" East, 449.71 feet;

**THENCE** with a westerly line of said 37.114 acre tract, and with said curve to the left, an arc distance of 450.08 feet to a Capped Iron Rod set for corner;

**THENCE** North 82°08'48" East, with a northerly line of said 37.114 acre tract, a distance of 321.42 feet to a Capped Iron Rod set for corner at the beginning of a non-tangent curve to the left having a delta angle of 04°21'51", a radius of 275.00 feet, and a chord bearing and distance of North 09°23'29" East, 20.94 feet;

**THENCE** with a westerly line of said 37.114 acre tract, and with said curve to the left, an arc distance of 20.95 feet to a Capped Iron Rod set for the northern-most northwest corner of the herein described tract of land, and on the southerly line of aforesaid Lot 1;

**THENCE** North 82°08'48" East, with a northerly line of said 37.114 acre tract, and with the southerly line of said Lot 1, a distance of 179.89 feet to the POINT OF BEGINNING and enclosing 15.983 acres (696,200 square feet) of land, more or less.

## OWNER'S DEDICATION

**KNOW ALL MEN BY THESE PRESENTS**

That **WYLDEWOOD HOMES, LLC**, does hereby adopt this plat designating the hereinbefore described property as **WASHINGTON MEADOWS, 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 thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

By: Wyldewood Homes, LLC

By: _____
Albert Denson, Owner

**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 Albert Denson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

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

_____
Notary Public in and for the State of Texas

## CITY COUNCIL CERTIFICATE OF ACCEPTANCE

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

_____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **WASHINGTON MEADOWS, 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 there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

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

_____
Clerk, City of Sherman, Texas

## PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

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

_____ _____
Chairman Secretary

## SURVEYORS CERTIFICATE

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

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

**OWNER/DEVELOPER:**
Wyldewood Homes LLC
P.O. Box 911688
Sherman, TX 75092
Contact: Tim Pike

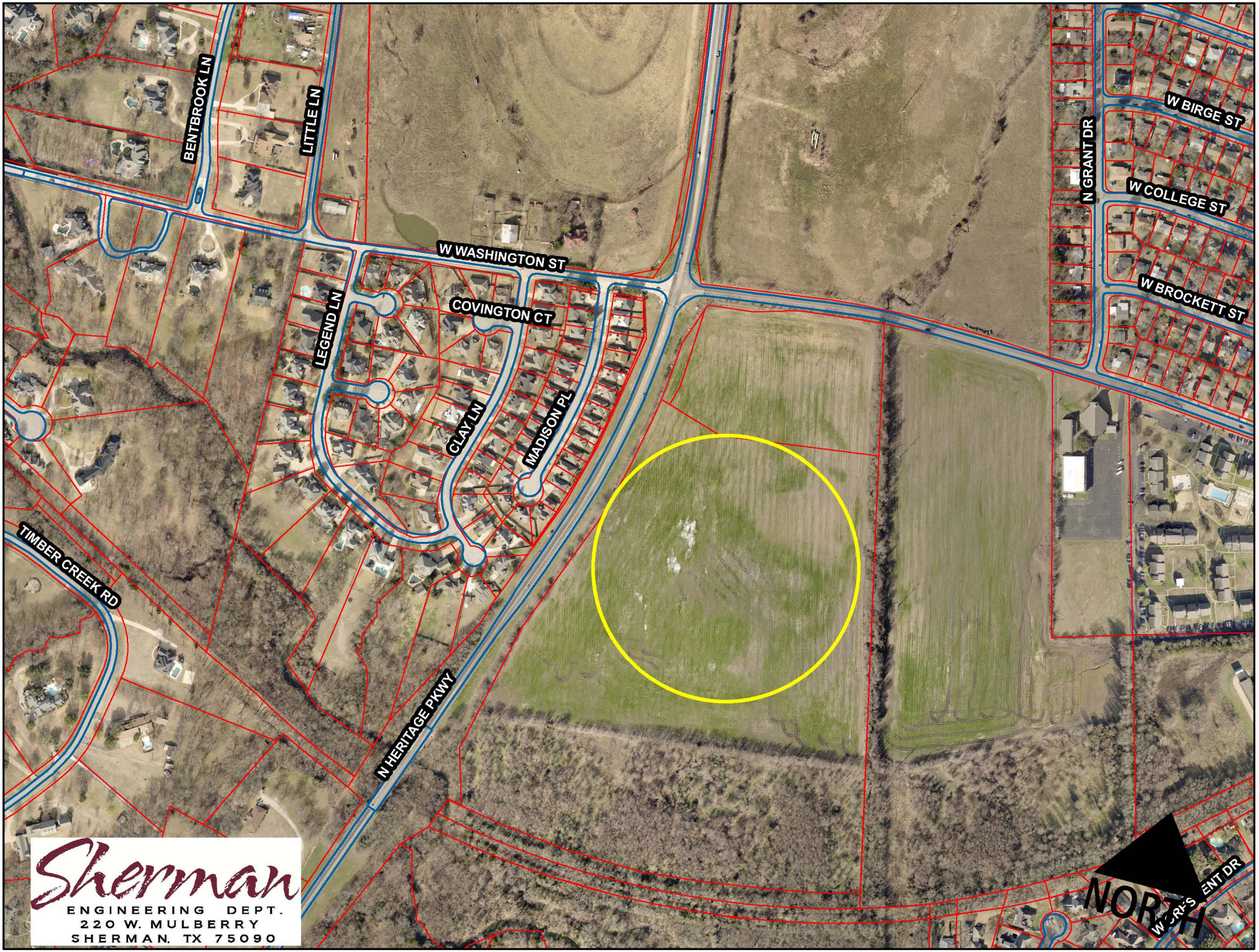
**ENGINEER:**
MDJ Engineering, LLC
3774 Childress Street
Houston, TX 77005
Firm Registration # 20254
Contact: Michael Jensvold

**SURVEYOR:**
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

**FINAL PLAT**
**WASHINGTON MEADOWS, PHASE ONE**
**15.983 ACRES**
**J.B. MCANAIR SURVEY, ABSTRACT NO. 763**
**City of Sherman, Grayson County, Texas**

Preston Trail
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

| TBPLS Firm No. 10194175 | Drawn by: BNH | Scale: 1"=60' | Project No. 20-0204.6A |
|---|---|---|---|
| | Checked by: CRN | Date: 10/20/2020 | Sheet No. 4 of 4 |


BENTBROOK LN
LITTLE LN
W WASHINGTON ST
LEGEND LN
COVINGTON CT
CLAY LN
MADISON PL
N GRANT DR
W BIRGE ST
W COLLEGE ST
W BROCKETT ST
TIMBER CREEK RD
N HERITAGE PKWY
NORTH
Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **E. 2.**

**Meeting Date:** 01/19/2021

**Prepared By:** Wayne Lee, Director of Engineering

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**RESOLUTION NO. 6694**

Authorizing Execution of a Development Agreement with Astoria Homes, LLC for the Construction of Public Facilities in Austin Landing, Phase IV, a 40.84-acre Development West of North Travis Street and South of Kreager Road in the City of Sherman

**Issue:**

The construction of public facilities in Austin Landing, Phase IV, a 40.84-acre development west of North Travis Street and south of Kreager Road in the City of Sherman

**Background:**

Astoria Homes, LLC proposes to construct a 40.84-acre development with 135 residential lots west of North Travis Street and south of Kreager Road, which includes the construction of streets, storm sewer, water, and sanitary sewer mains. Construction of this public infrastructure will be completed by Astoria and paid for by Astoria. Upon completion, the improvements will be dedicated to the City, and the City will be responsible for the maintenance of these public facilities thereafter.

**Origination:**

Engineering Department

**Financial Consideration:**

The development fee to be paid by the developer for public inspection will be $78,909.58.

**Staff Recommendation:**

Staff recommends approval and execution of the Development Agreement.

**Alternatives:**

As directed by the City Council

**Attachments**

Resolution No. 6694
Development Agreement
Exhibit "A"
Aerial Location Map

**RESOLUTION NO. 6694**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH ASTORIA HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN AUSTIN LANDING, PHASE IV, A 40.84-ACRE DEVELOPMENT WEST OF NORTH TRAVIS STREET AND SOUTH OF KREAGER ROAD 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.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Astoria Homes, LLC for the construction of public facilities in Austin Landing, Phase IV, a 40.84-acre development west of North Travis Street and south of Kreager Road in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS,** on this the _____ day of _____, 2021.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

**BY:** _____
**DAVID PLYLER, MAYOR**

**APPROVED AS TO FORM AND CONTENT:**
**THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

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

**DEVELOPMENT AGREEMENT BETWEEN**
**THE CITY OF SHERMAN AND ASTORIA HOMES**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this _19th_ day of _January_, 2021 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and _Astoria Homes, LLC, ("Developer").

**WITNESSETH:**

**WHEREAS,** City recognizes the importance of its continued role in local economic development; and

**WHEREAS,** Developer is developing a portion of the City and making improvements to the City; and

**WHEREAS,** Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as Austin Landing, Phase IV, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

**WHEREAS,** the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

**WHEREAS,** the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

**NOW, THEREFORE,** in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.**
**SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat) and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.

3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties. Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be subject to approval by the City Engineer (as defined in Paragraph 9 of this Article) to meet City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.

5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before February 1, 2022, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13. **Maintenance Bond:**

    A. Developer shall provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

    A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE

ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD,* 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of $78,909.58.

C. Developer agrees that the development, as set forth in the Development Documents, will comply with all applicable federal, state and local laws, including but not limited to those laws relating to the discharge of storm water upon completion of the development.

D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

## ARTICLE II.

## GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind**. Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default**. A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City**. If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.

6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.

7. **Venue and Governing Law**. This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices**. Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

**CITY:**
DESIGNEE: Wayne E. Lee, P.E., CFM
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

**DEVELOPER:** Astoria Homes, LLC
DESIGNEE: Leo Bowler
ADDRESS: 5119 Lorraine Dr.
Frisco, TX 75034
PHONE: 214-585-9615
EMAIL: leo@astoriahomes.net

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.

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

14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

**IN WITNESS WHEREOF,** parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2021, with an original to each party.

**Developer:** **Astoria Homes, LLC**

**BY:** _____
**NAME:** **Leo Bowler**
**TITLE:** **President**

**ATTEST:** **BY:** _____

**NAME:** _____

**TITLE:** _____

**CITY:** **CITY OF SHERMAN**

**BY: _____**
**NAME: Robby Hefton**
**TITLE: City Manager**

**ATTEST:** **BY: _____**
**NAME: Linda Ashby**
**TITLE: City Clerk**

**APPROVAL RECOMMENDED:**

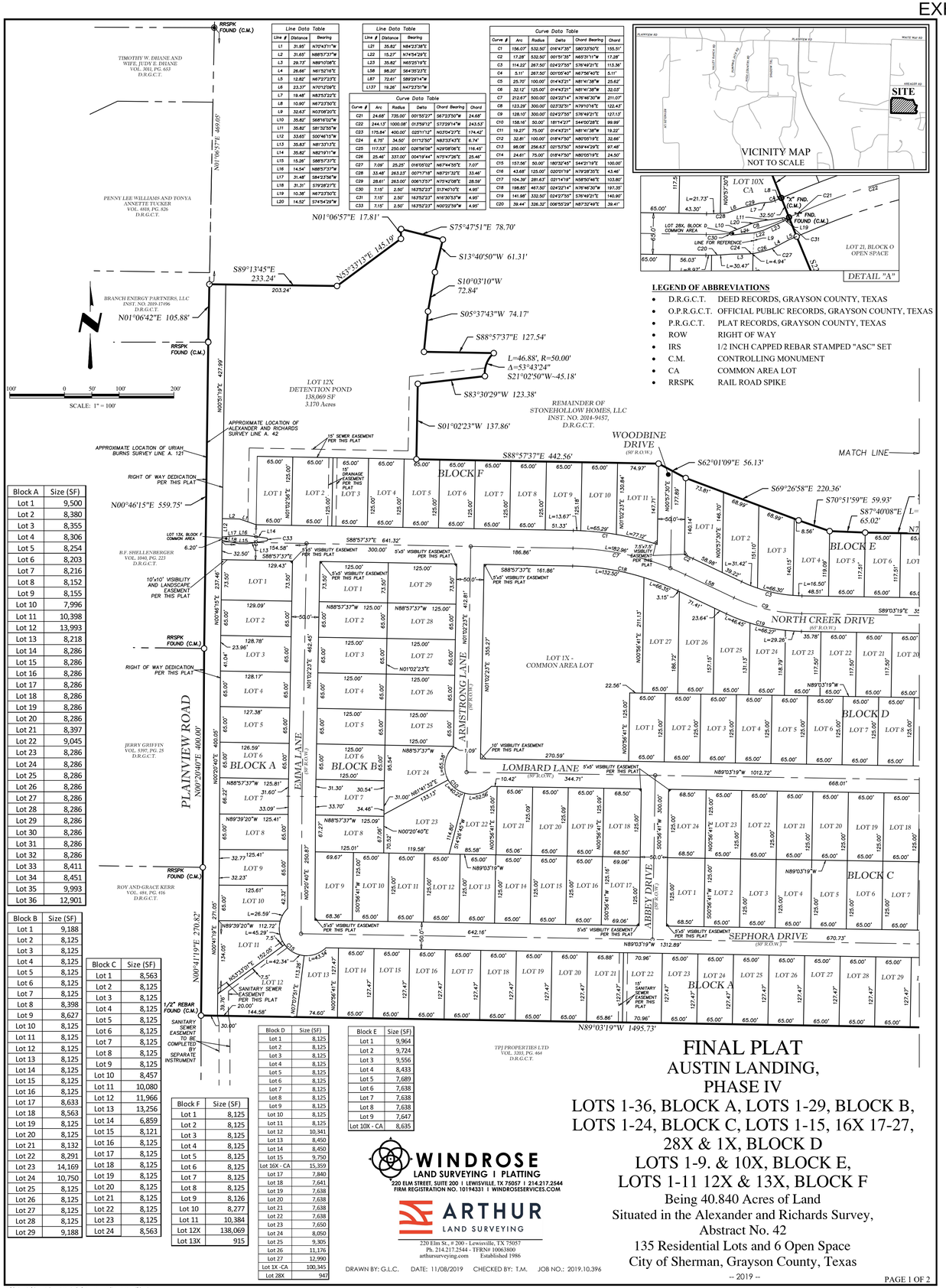
**_____**
**Wayne E. Lee, P.E., CFM / Director Engineering**

**APPROVED AS TO FORM:**
**THE LAW FIRM OF ABERNATHY,**
**ROEDER, BOYD & HULLETT, P.C.**

**BY: _____**

**NAME: _____**
**CITY ATTORNEY**

# EXHIBIT "A"




| Line Data Table | | |
|---|---|---|
| Line # | Distance | Bearing |
| L1 | 31.95' | N70°45'11"W |
| L2 | 31.45' | N88°57'37"W |
| L3 | 29.73' | N89°10'08"E |
| L4 | 26.66' | N61°52'16"E |
| L5 | 12.82' | N67°27'23"E |
| L6 | 23.37' | N70°12'06"E |
| L7 | 19.48' | N83°53'22"E |
| L8 | 10.90' | N67°23'50"E |
| L9 | 32.63' | N03°08'20"E |
| L10 | 35.82' | S68°16'02"E |
| L11 | 35.82' | S81°32'55"W |
| L12 | 33.65' | S00°46'15"W |
| L13 | 35.83' | N81°33'13"E |
| L14 | 35.82' | N82°19'11"W |
| L15 | 15.26' | S88°57'37"E |
| L16 | 14.54' | N88°57'37"W |
| L17 | 31.48' | S84°23'56"W |
| L18 | 31.37' | S79°28'27"E |
| L19 | 10.36' | N67°23'50"E |
| L20 | 14.52' | S74°54'29"W |

| Line Data Table | | |
|---|---|---|
| Line # | Distance | Bearing |
| L21 | 35.82' | N84°23'28"E |
| L22 | 15.27' | N74°54'29"E |
| L23 | 35.82' | N65°25'19"E |
| L58 | 98.20' | S84°35'23"E |
| L87 | 72.61' | S89°20'14"W |
| L137 | 19.26' | N47°23'51"W |

| Curve Data Table | | | | |
|---|---|---|---|---|
| Curve # | Arc | Radius | Delta | Chord Bearing | Chord |
| C1 | 156.09' | 532.50' | 016°47'35" | S80°33'50"E | 155.51' |
| C2 | 17.28' | 532.50' | 001°51'38" | N69°31'11"W | 17.28' |
| C3 | 114.22' | 267.50' | 024°27'50" | S78°49'21"E | 113.36' |
| C4 | 5.11' | 267.50' | 001°05'40" | N67°56'46"E | 5.11' |
| C5 | 25.70' | 100.00' | 014°43'21" | N81°41'38"W | 25.62' |
| C6 | 32.12' | 125.00' | 014°43'21" | N81°41'38"W | 32.03' |
| C7 | 212.87' | 500.00' | 024°23'14" | N76°46'30"W | 211.20' |
| C8 | 123.29' | 300.00' | 023°32'51" | N79°10'16"E | 122.43' |
| C9 | 128.10' | 300.00' | 024°27'50" | S78°49'21"E | 127.13' |
| C10 | 158.16' | 50.00' | 181°14'27" | S44°00'28"E | 99.99' |
| C11 | 19.27' | 75.00' | 014°43'21" | N81°41'38"W | 19.22' |
| C12 | 32.81' | 100.00' | 018°47'50" | N85°05'19"E | 32.66' |
| C13 | 98.08' | 256.63' | 021°53'50" | N59°44'29"E | 97.48' |
| C14 | 24.81' | 75.00' | 018°57'50" | N85°05'19"E | 24.50' |
| C15 | 157.56' | 50.00' | 180°32'46" | S44°21'19"E | 100.00' |
| C16 | 43.68' | 125.00' | 020°01'19" | N79°28'25"E | 43.46' |
| C17 | 104.39' | 281.63' | 021°14'19" | N58°50'46"E | 103.80' |
| C18 | 188.85' | 467.50' | 024°22'14" | N76°46'30"W | 187.50' |
| C19 | 141.98' | 332.50' | 024°27'50" | S78°49'21"E | 140.90' |
| C20 | 39.44' | 336.32' | 006°43'29" | N87°32'49"E | 39.41' |

| Curve Data Table | | | | |
|---|---|---|---|---|
| Curve # | Arc | Radius | Delta | Chord Bearing | Chord |
| C21 | 24.68' | 735.00' | 001°55'23" | S67°23'50"W | 24.68' |
| C22 | 244.13' | 1000.08' | 013°59'12" | S73°39'14"W | 243.53' |
| C23 | 175.84' | 400.00' | 025°11'12" | N03°04'23"E | 174.42' |
| C24 | 8.75' | 34.50' | 011°12'50" | N85°33'43"E | 8.74' |
| C25 | 117.53' | 250.00' | 026°56'06" | N29°08'06"E | 116.45' |
| C26 | 25.46' | 337.00' | 004°19'44" | N75°47'26"E | 25.46' |
| C27 | 7.09' | 25.25' | 016°05'02" | N67°45'35"E | 7.07' |
| C28 | 33.48' | 263.25' | 007°17'18" | N67°23'32"E | 33.46' |
| C29 | 28.61' | 263.00' | 006°13'52" | N75°42'08"E | 28.59' |
| C30 | 7.15' | 2.50' | 163°52'23" | S13°40'10"E | 4.95' |
| C31 | 7.15' | 2.50' | 163°52'23" | N16°30'53"W | 4.95' |
| C33 | 7.15' | 2.50' | 163°52'23" | N00°22'29"W | 4.95' |







**LEGEND OF ABBREVIATIONS**

- D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
- P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS
- ROW RIGHT OF WAY
- IRS 1/2 INCH CAPPED REBAR STAMPED "ASC" SET
- C.M. CONTROLLING MONUMENT
- CA COMMON AREA LOT
- RRSPK RAIL ROAD SPIKE

| Block A | Size (SF) |
|---|---|
| Lot 1 | 9,500 |
| Lot 2 | 8,380 |
| Lot 3 | 8,355 |
| Lot 4 | 8,306 |
| Lot 5 | 8,254 |
| Lot 6 | 8,203 |
| Lot 7 | 8,216 |
| Lot 8 | 8,152 |
| Lot 9 | 8,155 |
| Lot 10 | 7,996 |
| Lot 11 | 10,398 |
| Lot 12 | 13,993 |
| Lot 13 | 8,218 |
| Lot 14 | 8,286 |
| Lot 15 | 8,286 |
| Lot 16 | 8,286 |
| Lot 17 | 8,286 |
| Lot 18 | 8,286 |
| Lot 19 | 8,286 |
| Lot 20 | 8,286 |
| Lot 21 | 8,397 |
| Lot 22 | 9,045 |
| Lot 23 | 8,286 |
| Lot 24 | 8,286 |
| Lot 25 | 8,286 |
| Lot 26 | 8,286 |
| Lot 27 | 8,286 |
| Lot 28 | 8,286 |
| Lot 29 | 8,286 |
| Lot 30 | 8,286 |
| Lot 31 | 8,286 |
| Lot 32 | 8,286 |
| Lot 33 | 8,411 |
| Lot 34 | 8,451 |
| Lot 35 | 9,993 |
| Lot 36 | 12,901 |

| Block B | Size (SF) |
|---|---|
| Lot 1 | 9,188 |
| Lot 2 | 8,125 |
| Lot 3 | 8,125 |
| Lot 4 | 8,125 |
| Lot 5 | 8,125 |
| Lot 6 | 8,125 |
| Lot 7 | 8,125 |
| Lot 8 | 8,398 |
| Lot 9 | 8,627 |
| Lot 10 | 8,125 |
| Lot 11 | 8,125 |
| Lot 12 | 8,125 |
| Lot 13 | 8,125 |
| Lot 14 | 8,125 |
| Lot 15 | 8,125 |
| Lot 16 | 8,125 |
| Lot 17 | 8,633 |
| Lot 18 | 8,563 |
| Lot 19 | 8,125 |
| Lot 20 | 8,125 |
| Lot 21 | 8,132 |
| Lot 22 | 8,291 |
| Lot 23 | 14,169 |
| Lot 24 | 10,750 |
| Lot 25 | 8,125 |
| Lot 26 | 8,125 |
| Lot 27 | 8,125 |
| Lot 28 | 8,125 |
| Lot 29 | 9,188 |

| Block C | Size (SF) |
|---|---|
| Lot 1 | 8,563 |
| Lot 2 | 8,125 |
| Lot 3 | 8,125 |
| Lot 4 | 8,125 |
| Lot 5 | 8,125 |
| Lot 6 | 8,125 |
| Lot 7 | 8,125 |
| Lot 8 | 8,398 |
| Lot 9 | 8,627 |
| Lot 10 | 8,125 |
| Lot 11 | 8,125 |
| Lot 12 | 8,125 |
| Lot 13 | 8,125 |
| Lot 14 | 8,125 |
| Lot 15 | 8,125 |
| Lot 16 | 8,457 |
| Lot 11 | 10,080 |
| Lot 12 | 11,966 |
| Lot 13 | 13,256 |
| Lot 14 | 6,859 |
| Lot 15 | 8,121 |
| Lot 16 | 8,125 |
| Lot 17 | 8,125 |
| Lot 18 | 8,125 |
| Lot 19 | 8,125 |
| Lot 20 | 8,125 |
| Lot 21 | 8,125 |
| Lot 22 | 8,125 |
| Lot 23 | 8,125 |
| Lot 24 | 8,563 |

| Block D | Size (SF) |
|---|---|
| Lot 1 | 8,125 |
| Lot 2 | 8,125 |
| Lot 3 | 8,125 |
| Lot 4 | 8,125 |
| Lot 5 | 8,125 |
| Lot 6 | 8,125 |
| Lot 7 | 8,125 |
| Lot 8 | 8,125 |
| Lot 9 | 8,125 |
| Lot 10 | 8,125 |
| Lot 11 | 8,125 |
| Lot 12 | 10,341 |
| Lot 13 | 8,450 |
| Lot 14 | 8,450 |
| Lot 15 | 9,750 |
| Lot 16X - CA | 15,359 |
| Lot 17 | 7,840 |
| Lot 18 | 7,641 |
| Lot 19 | 7,638 |
| Lot 20 | 7,638 |
| Lot 21 | 7,638 |
| Lot 22 | 7,638 |
| Lot 23 | 7,650 |
| Lot 24 | 8,050 |
| Lot 25 | 9,305 |
| Lot 26 | 11,176 |
| Lot 27 | 12,990 |
| Lot 1X -CA | 100,345 |
| Lot 28X | 347 |

| Block E | Size (SF) |
|---|---|
| Lot 1 | 9,964 |
| Lot 2 | 9,724 |
| Lot 3 | 9,556 |
| Lot 4 | 8,433 |
| Lot 5 | 7,689 |
| Lot 6 | 7,638 |
| Lot 7 | 7,638 |
| Lot 8 | 7,638 |
| Lot 9 | 7,647 |
| Lot 10X - CA | 8,635 |

| Block F | Size (SF) |
|---|---|
| Lot 1 | 8,125 |
| Lot 2 | 8,125 |
| Lot 3 | 8,125 |
| Lot 4 | 8,125 |
| Lot 5 | 8,125 |
| Lot 6 | 8,125 |
| Lot 7 | 8,125 |
| Lot 8 | 8,125 |
| Lot 9 | 8,126 |
| Lot 10 | 8,277 |
| Lot 11 | 10,384 |
| Lot 12X | 138,069 |
| Lot 13X | 915 |

# FINAL PLAT
## AUSTIN LANDING, PHASE IV
LOTS 1-36, BLOCK A, LOTS 1-29, BLOCK B, LOTS 1-24, BLOCK C, LOTS 1-15, 16X 17-27, 28X & 1X, BLOCK D LOTS 1-9. & 10X, BLOCK E, LOTS 1-11 12X & 13X, BLOCK F
Being 40.840 Acres of Land
Situated in the Alexander and Richards Survey, Abstract No. 42
135 Residential Lots and 6 Open Space
City of Sherman, Grayson County, Texas

-- 2019 --


WINDROSE LAND SURVEYING I PLATTING
220 ELM STREET, SUITE 200 I LEWISVILLE, TX 75057 I 214.217.2544
FIRM REGISTRATION NO. 10194331 I WINDROSESERVICES.COM

ARTHUR LAND SURVEYING
220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - TFRN# 10063800
arthursurveying.com Established 1986


DRAWN BY: G.L.C. DATE: 11/08/2019 CHECKED BY: T.M. JOB NO.: 2019.10.396



I:\Engineering\Cromwell Cromwell Martin Eng\Alexander and Richards No. 42\Drawings

APPROVAL:
This, the Final Plat of Austin Landing, Phase IV, an Addition to the Cit of Sherman, Texas, is hereby approved this _____ day of _____, 20____, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS:

_____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Austin Landing to the City of Sherman, Texas, was submitted t the City Council of Sherman, Texas on the ____ day of _____, 20____ and the City Council formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove described.

WITNESS MY HAND THIS _____ DAY of _____, 20____ by

_____

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

We, Stonehollow Homes, LLC, the sole owners of Austin Landing, Phase IV, an Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

**STONEHOLLOW HOMES, LLC**

By: _____
Authorized Representative

**STATE OF TEXAS** §
**COUNTY OF _____** §

BEFORE ME, the undersigned authority, a Notary Public in and 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____ 20____.

_____
Notary Public in and for the State of Texas

**STATE OF TEXAS** §
**COUNTY OF DENTON** §

This is to certify that I, Thomas W. Mauk, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

**PRELIMINARY**
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 7/2/2020

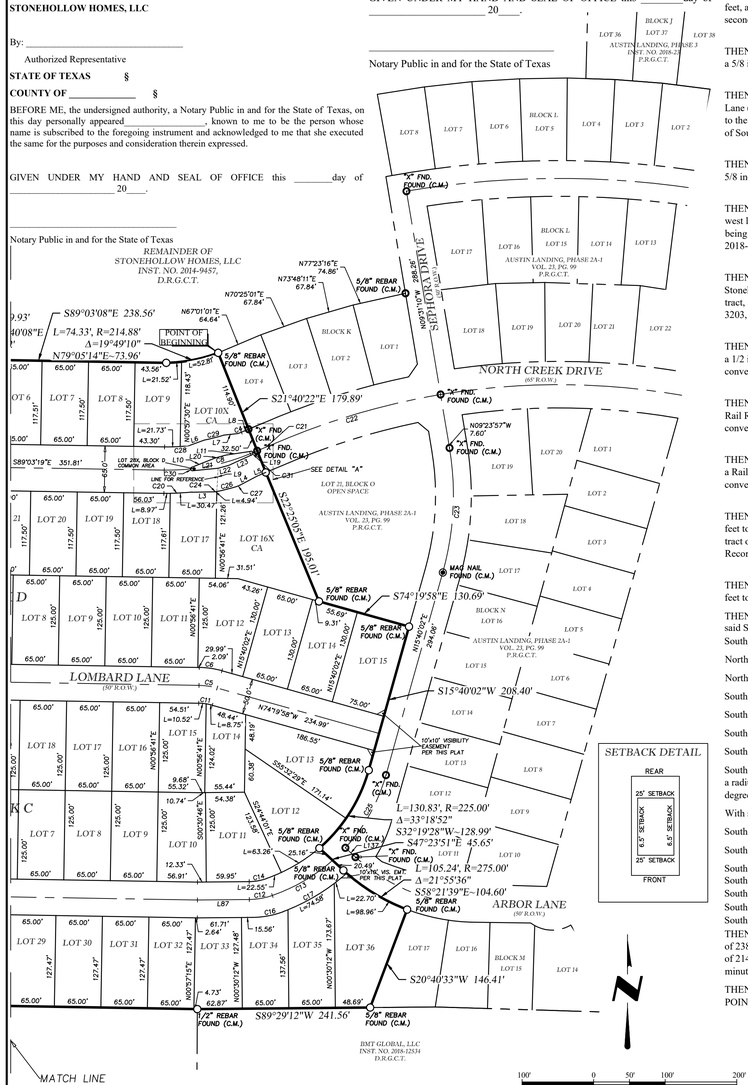
_____
Thomas W. Mauk, R.P.L.S.
No. 5119

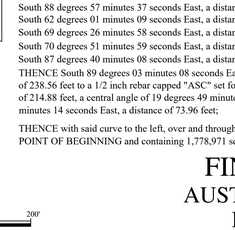
**STATE OF TEXAS** §
**COUNTY OF DENTON** §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas W. Mauk, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____ 20_____.

_____
Notary Public in and for the State of Texas




SURVEYOR'S NOTES:

1. Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.000150630.
2. This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, map no. 48181C0290F, dated September 9, 2010, via scaled map location and graphic plotting.
3. Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
4. The purpose of this plat is to create 135 Residential Lots and 6 common area / open space lots.
5. The Open Space Lots and the Detention area will be maintained by the HOA.


Point of Contact:
Grayson CeBallos
972-370-5871
grayson.ceballos@windroseservices.com
Last Updated: 07/02/2020


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

**WHEREAS** Stonehollow Homes, LLC are the owners of a portion of a tract of land conveyed to Stonehollow Homes, LLC by deed recorded in Instrument Number 2014-9457, Deed Records, Grayson County, Texas, also being situated in the Alexander and Richards Survey, Abstract Number 42 and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch rebar found for the northwest corner of Lot 4, Block K of Austin Landing, Phase 2A-1, an addition to the City of Sherman as recorded in Volume 23, Page 99, Plat Records, Grayson County, Texas;

THENCE South 21 degrees 40 minutes 22 seconds East, with the west line of said Lot 4, passing an "X" Cut found for the southwest corner of said Lot 4, a distance of 114.90 feet and continuing, passing an "X" Cut found for centerline, a distance of 147.40 feet and continuing a total distance of 179.89 feet to a 1/2 inch rebar capped "ASC" set for the northwest corner of Lot 21, Block O of said Austin Landing Phase 2A-1;

THENCE South 22 degrees 25 minutes 05 seconds East with the west line of said Lot 21, a distance of 195.01 feet to a 5/8 inch rebar found for the southwest corner of said Lot 21;

THENCE South 74 degrees 19 minutes 58 seconds East with the south line of said Lot 21, a distance of 130.69 feet to a 5/8 inch rebar found for the southeast corner of said Lot 21, and lying on the west right of way line of Sephora Drive (50 foot right of way);

THENCE South 15 degrees 40 minutes 02 seconds West with the west right of way line of said Sephora Drive, a distance of 208.40 feet to a 5/8 inch rebar found for corner and being the beginning of a curve to the right with a radius of 225.00 feet, a central angle of 33 degrees 18 minutes 52 seconds, a chord bearing and distance of South 32 degrees 19 minutes 28 seconds West, a distance of 128.99 feet;

THENCE with said curve to the right, with the west right of way line of said Sephora Drive, an arc length of 130.83 feet to a 5/8 inch rebar found for corner;

THENCE South 47 degrees 23 minutes 51 seconds East with the south right of way line of said Sephora Drive and Arbor Lane (50 foot right of way), a distance of 45.65 feet to a 5/8 inch rebar found for corner and being the beginning of a curve to the left with a radius of 275.00 feet, a central angle of 21 degrees 55 minutes 36 seconds, a chord bearing and distance of South 58 degrees 21 minutes 39 seconds East, a distance of 104.60 feet;

THENCE with said curve to the left, with the south right of way line of said Arbor Lane, an arc length of 105.24 feet to a 5/8 inch rebar found for the northwest corner of Lot 17, Block M of said Austin Landing Phase 2A-1;

THENCE South 20 degrees 40 minutes 33 seconds West, departing the south right of way line of said Arbor Lane, with the west line of said Lot 17, a distance of 146.41 feet to a 5/8 inch rebar found for the southwest corner of said Lot 17 and being a point on the north line of a tract of land conveyed to BMT Global, LLC by deed recorded in Instrument Number 2018-12534, Deed Records, Grayson County, Texas;

THENCE South 89 degrees 29 minutes 12 seconds West, with the north line of said BMT tract, with the south line of said Stonehollow Homes, LLC tract, a distance of 241.56 feet to a 1/2 inch rebar found for the northwest corner of said BMT tract, same being the northeast corner of a tract of land conveyed to TPJ Properties, LTD by deed recorded in Volume 3203, Page 464, Deed Records, Grayson County, Texas and being the approximate centerline of Plainview Road;

THENCE North 89 degrees 03 minutes 19 seconds West with the north line of said TPJ tract, a distance of 1495.73 feet to a 1/2 inch rebar found for the northwest corner of said TPJ tract, same being a point on the east line of a tract of land conveyed to Roy and Grace Kerr by deed recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas;

THENCE North 00 degrees 41 minutes 19 seconds East, with the east line of said Kerr tract, a distance of 270.82 feet to a Rail Road Spike found for the northeast corner of said Kerr tract, same being the southeast corner of a tract of land conveyed to Jerry Griffin by deed recorded in Volume 5397, Page 25, Deed Records, Grayson County, Texas;

THENCE North 00 degrees 20 minutes 40 seconds East with the east line of said Griffin tract, a distance of 400.00 feet to a Rail Road Spike found for the northeast corner of said Griffin tract, same being the southeast corner of a tract of land conveyed to B.F. Shellenberger by deed recorded in Volume 1040, Page 223, Deed Records, Grayson County, Texas;

THENCE North 00 degrees 46 minutes 15 seconds East, with the east line of said Shellenberger tract, a distance of 559.75 feet to a Rail Road Spike found for the northeast corner of said Shellenberger tract, also being the southeast corner of a tract of land conveyed to Branch Energy Partners, LLC by deed recorded in Instrument Number 2019-17496, Deed Records, Grayson County, Texas;

THENCE North 01 degrees 06 minutes 42 seconds East, with the east line of said Branch Energy tract, a distance of 105.88 feet to a PK Nail set for corner;

THENCE departing the east line of said Branch Energy tract thence the following courses and distances over and through said Stonehollow Homes Tract, to a 1/2 inch rebar capped "ASC" set for corner:
South 89 degrees 13 minutes 45 seconds East, a distance of 233.24 feet;
North 53 degrees 33 minutes 13 seconds East, a distance of 145.19 feet;
North 01 degrees 06 minutes 57 seconds East, a distance of 17.81 feet;
South 75 degrees 47 minutes 51 seconds East, a distance of 78.70 feet;
South 13 degrees 40 minutes 50 seconds West, a distance of 61.31 feet;
South 10 degrees 03 minutes 10 seconds West, a distance of 72.84 feet;
South 05 degrees 37 minutes 43 seconds West, a distance of 74.17 feet;
South 88 degrees 57 minutes 37 seconds East, a distance of 127.54 feet and being the beginning of a curve to the right with a radius of 50.00 feet, a central angle of 53 degrees 43 minutes 24 seconds, a chord bearing and distance of South 21 degrees 02 minutes 50 seconds West, a distance of 45.18 feet;
With said curve to the right, an arc length of 46.88 feet;
South 83 degrees 30 minutes 29 seconds West 123.38 feet;
South 01 degrees 02 minutes 23 seconds West, a distance of 137.86 feet;
South 88 degrees 57 minutes 37 seconds East, a distance of 442.56 feet
South 62 degrees 01 minutes 09 seconds East, a distance of 56.13 feet
South 69 degrees 26 minutes 58 seconds East, a distance of 220.36 feet
South 70 degrees 51 minutes 59 seconds East, a distance of 59.93 feet
South 87 degrees 40 minutes 08 seconds East, a distance of 65.02 feet
THENCE South 89 degrees 03 minutes 08 seconds East, over and through said Stonehollow Homes, LLC tract, a distance of 238.56 feet to a 1/2 inch rebar capped "ASC" set for corner and being the beginning of a curve to the left, with a radius of 214.88 feet, a central angle of 19 degrees 49 minutes 10 seconds, a chord bearing and distance of North 79 degrees 05 minutes 14 seconds East, a distance of 73.96 feet;

THENCE with said curve to the left, over and through said Stonehollow Homes tract, an arc length of 74.33 feet to THE POINT OF BEGINNING and containing 1,778,971 square feet or 40.840 acres of land, more or less.

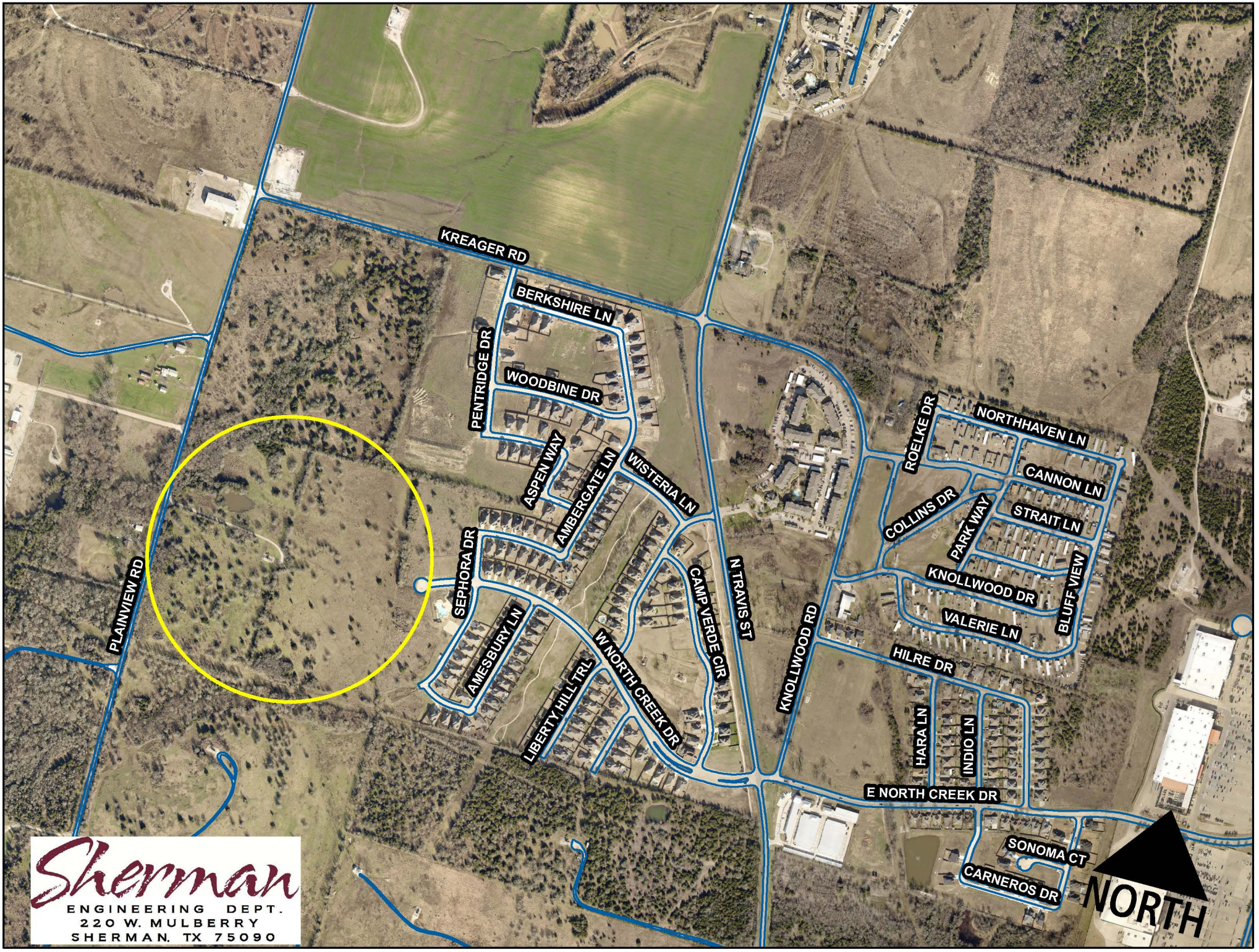

# FINAL PLAT
## AUSTIN LANDING, PHASE IV
LOTS 1-36, BLOCK A, LOTS 1-29, BLOCK B, LOTS 1-24, BLOCK C, LOTS 1-15, 16X 17-27, 28X & 1X, BLOCK D LOTS 1-9. & 10X, BLOCK E, LOTS 1-11 12X & 13X, BLOCK F
Being 40.840 Acres of Land
Situated in the Alexander and Richards Survey, Abstract No. 42
135 Residential Lots and 6 Open Space
City of Sherman, Grayson County, Texas

-- 2019 --

WINDROSE LAND SURVEYING I PLATTING
220 ELM STREET, SUITE 200 I LEWISVILLE, TX 75057 I 214.217.2544
FIRM REGISTRATION NO. 10194331 I WINDROSESERVICES.COM

ARTHUR LAND SURVEYING
220 Elm St., # 200 - Lewisville, TX 75057
Ph. 214.217.2544 - TFRN# 10063800
arthursurveying.com Established 1986

DRAWN BY: G.L.C. DATE: 11/08/2019 CHECKED BY: T.M. JOB NO.: 2019.10.396


KREAGER RD
BERKSHIRE LN
PENTRIDGE DR
WOODBINE DR
ASPEN WAY
AMBERGATE LN
WISTERIA LN
PLAINVIEW RD
SEPHORA DR
AMESBURY LN
LIBERTY HILL TRL
W NORTH CREEK DR
CAMP VERDE CIR
N TRAVIS ST
ROELKE DR
NORTHHAVEN LN
CANNON LN
COLLINS DR
PARK WAY
STRAIT LN
BLUFF VIEW
KNOLLWOOD DR
VALERIE LN
KNOLLWOOD RD
HILRE DR
HARA LN
INDIO LN
E NORTH CREEK DR
SONOMA CT
CARNEROS DR
NORTH
Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **E. 3.**

**Meeting Date:** 01/19/2021

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**RESOLUTION NO. 6695**

Authorizing Execution of a Project Development Agreement (PDA) with Johnson Controls, Inc. via TIPS #170103 for Development of an Energy Savings Performance Contract Project

**Issue:**

To consider a contract for professional services with Johnson Controls, Inc. for the development of a project that will provide energy and/or operational savings under Local Government Code Chapter 302

**Background:**

Johnson Controls, Inc. (JCI) has proposed to develop a program that will provide the City with energy and/or operational savings and other desired facility improvements governed by Local Government Code Chapter 302 (LGC 302). Under LGC 302, a City may enter into an energy savings performance contract containing a guarantee that the total energy savings and net operating cost savings will meet or exceed the City's obligations related to the installation of the energy-saving improvements. JCI's efforts will evaluate lighting systems, HVAC systems, and automated controls relating to these systems. Other systems may also be considered. The City will work with JCI to determine the scope of the project. The final project price is fixed; and no change orders are passed to the City unless the City changes the scope. The energy savings are guaranteed. The project will be financed by a lease-purchase procured by competitive bid. Project development will take approximately four months, with implementation lasting about nine months, and with an expected total cost of about $1.5 million. The final project agreement will be presented to the City Council for approval.

TIPS is a purchasing cooperative that provides services under Texas Government Code Chapter 791 to participating school districts, cities, counties, and other state agencies and political subdivisions. Contracts procured through TIPS fulfill the City's legal procurement requirements.

**Origination:**

Management Services

**Financial Consideration:**

The fee for the Project Development will be included in the final project cost. If the City does not contract with JCI to implement the final project, the City will pay JCI for their professional services in developing the project. All project implementation costs are included in the final project cost.

**Staff Recommendation:**

It is recommended that the contract for professional services with Johnson Controls, Inc. for design of an Energy Savings Performance Contract be approved.

**Alternatives:**

As may be directed by the City Council

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**Attachments**

Resolution No. 6695

Projection Development Agreement

TIPS Interlocal Agreement

Presentation

---

**RESOLUTION NO. 6695**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROJECT DEVELOPMENT AGREEMENT (PDA) WITH JOHNSON CONTROLS, INC. VIA TIPS #170103 FOR DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Project Development Agreement with Johnson Controls, Inc. via TIPS #170103 for development of an Energy Savings Performance Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the _____ day of_____, 2021.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** _____ **BY:** _____
**LINDA ASHBY, CITY CLERK** **DAVID PLYLER, MAYOR**

**APPROVED AS TO FORM**
**AND CONTENT:**
**THE LAW FIRM OF ABERNATHY,**
**ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____
**CITY ATTORNEY**

# PROJECT DEVELOPMENT AGREEMENT
# BETWEEN

| | | |
|---|---|---|
| **City of Sherman**<br>**220 W Mulberry St.**<br>**Sherman, TX 75090** | **AND** | **Johnson Controls, Inc.**<br>**3021 West Bend Dr.**<br>**Irving, TX 75063** |

The purpose of this Project Development Agreement (PDA) is to confirm the intent of Johnson Controls, Inc. (JCI) and the Customer named above to develop an Energy Saving Performance Contract (ESPC) project. This agreement will provide the basis of the scope of the PDA, the obligations of both parties, the financial metrics to be met, the intended outcomes timeline. Contract procurement via TIPS #170103.

## 1. Scope of Services

It is the Parties' mutual understanding this Project Development Agreement will:

Provide for the development of Facility Improvement Measures (FIMs) at the facilities included in Attachment 1 that will provide energy and/or operational savings and, where possible, assist the Customer by providing additional improvements to reduce Customer's deferred maintenance backlog or other desired facility improvement measures not affordable otherwise.

Attachment 1 also includes a preliminary list of those improvements that will be investigated.

## 2. Development Schedule

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others to work diligently under their direction toward meeting the following timeline. A detailed project schedule will be provided to Customer within two weeks of the initial site visit once this agreement is signed. The initial milestones to start this project include:

| Milestone* | Completion Date |
|---|---|
| City Council approval of this Project Development Agreement | January 2021 |
| Project kick-off meeting | January 2021 |
| Initial site visit for detailed audit | January 2021 |
| Customer to provide any & all information necessary to obtain competitive financing quotes | February 2021 |
| Customer to agree to preferred financing type, term and cash flow requirements | February 2021 |
| Customer to present program overview and preliminary financing plan to Fiduciary Committee | February 2021 |
| Contract Terms & Conditions agreed and approved by Customer and JCI legal departments | February 2021 |
| JCI to complete Project Development and provide firm costs | March 2021 |


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| | |
|---|---|
| Customer to present Project and Financing to City Council and Committees | April 2021 |
| Customer to approve JCI Contract and affiliated financing | May 2021 |
| Estimated substantial Completion of Construction | January 2022 |
| Estimated start to Performance Period | February 2022 |

*These milestones may be modified by subsequent work plans mutually agreed upon by both parties.

## 3. Deliverables

Upon completion of the project development, JCI shall deliver to the Customer (each a "Deliverable" and collectively, the "Deliverables"):

a. A written description of each FIM proposed to be implemented;
b. A financial pro forma cash flow documenting the proposed project. The pro forma will include applicable annual costs and savings that affect the project outcome such as financing, energy, water, sewer, labor and maintenance;
c. A preliminary schedule for construction and implementation of the project;
d. A summary of the Measurement & Verification plan, including proposed IPMV protocols, such as Option A, B, C, or D that will be used for each FIM;
e. A firm offer by JCI to implement the project in compliance with applicable Texas state statutes for ESPC projects for local governmental entities; provided, however, that nothing in this agreement or otherwise requires Customer to enter into an energy savings performance contract with JCI, as the parties acknowledge and agree that Customer must comply with certain statutory procurement requirements before entering into such contracts.

## 4. Records and Data

During the project development, the Customer will furnish to JCI upon its request, accurate and complete data concerning current: equipment performance data if available; costs; budgets; facilities requirements; future projected loads; facility operating requirements; collective bargaining agreements; etc.

JCI will provide a separate document with a formal request for the required shortly after touring the Customer facilities. The Customer shall make reasonable effort to provide that information within 5 days of request.

## 5. Preparation of Implementation Contract

JCI will develop the framework of the subsequent Implementation Agreement and the Financing Agreement if applicable. JCI and Customer shall work diligently during the project development to complete and populate contract documents. The form of the documents will vary depending on Customer requirements, state statute where applicable and JCI requirements.

## 6. Project Development Cost and Payment Terms


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Customer agrees to the cost for JCI to provide project development services identified here in is $50,000 and is payable within 90 days after JCI provides the Deliverables identified herein to Customer's satisfaction, which shall not be unreasonably withheld.

However, Customer will have no obligation to pay this amount if:

a. JCI and the Customer enter into the Implementation Contract within 60 days after JCI provides the Deliverables. Costs for project development will be transferred to the total cost of the Implementation Contract and be subject to the payment terms outlined in the Contract;
b. The project fails to provide a set of FIMs with a positive cash flow; in which case the Customer is not obligated to pay JCI for the development services;

Obligation to pay if JCI satisfies requirements:

a. Customer shall pay the amount indicated in this Section 6 if JCI provides a set of FIMs with a positive cash flow and the Customer elects not to implement a project with JCI within 90 days after JCI provides the final Deliverable.

The parties agree that the continuation of this agreement after the close of any given fiscal year of Customer, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this agreement, the agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that Customer shall be obligated to pay monies owed JCI for services it has provided pursuant to this agreement through the end of that fiscal year provided that JCI is not in breach of this agreement.

## 7. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, JCI and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages. The foregoing indemnification provision is valid only to the extent permitted by the laws and Constitution of the State of Texas, particularly Section 7 of Article XI of the Texas Constitution, and with the mutual understanding that Customer is a political subdivision of the State of Texas and that the foregoing executory indemnity obligation cannot be paid from current revenues and that no tax nor interest and sinking fund has been set, adopted or established for the payment of the foregoing executory indemnity obligation. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

## 8. Disputes

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.


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## 9. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this amendment, change, or modification to this Agreement. It is expressly understood and agreed that, in the execution and performance of this Agreement, Customer has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. JCI shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to JCI and its work in connection with the project. JCI shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of JCI under this agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If JCI observes or is notified that the work under this agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, JCI shall immediately notify Customer in writing. JCI shall perform the services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

| JOHNSON CONTROLS, INC. | CITY OF SHERMAN |
|---|---|
| **By** | **By** |
| **Signature** | **Signature** |
| **Title** | **Title** |
| **Date** | **Date** |


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**ATTACHMENTS**

Attachment 1: Building list including sq.ft. and potential scope of work (SOW).

| | Est. Sq.Ft. | FIM for SOW | | | | Notes |
|---|---|---|---|---|---|---|
| | | HVAC | BAS | Ltg | Other | |
| Activity Center | 4,252 | ✓ | ✓ | ✓ | TBD | |
| Animal Control | 7,452 | ✓ | ✓ | ✓ | TBD | |
| ~~Armory~~ | | | | | | No longer owned by City |
| Baker Park | 504 | | | ✓ | | |
| ~~Ballroom~~ | | | | | | Part of Municipal Building |
| Binkley Park | 900 | | | ✓ | | |
| Building Maintenance | 1,980 | ✓ | ✓ | ✓ | TBD | |
| Center Street Park | 1,576 | | | ✓ | | |
| Cherry St. Park | 1 | | | ✓ | | |
| City Hall | 14,104 | ✓ | ✓ | ✓ | TBD | |
| ~~City Parking Lots~~ | | | | | | |
| ~~City Streets~~ | | | | | | |
| Collection & Distribution | 4,250 | ✓ | ✓ | ✓ | TBD | |
| ~~Council Chambers~~ | | | | | TBD | Part of City Hall |
| Downtown Parking Lot | 1 | | | ✓ | | +/- 20 pole lights |
| Ely Park | 1 | | | ✓ | | |
| Equipment Service Center | 16,025 | ✓ | ✓ | ✓ | TBD | |
| ~~ESC Offices~~ | | | | | | Part of Equipment Service Center |
| Fairview Park | 1,470 | | | ✓ | | |
| Fairview Pool (Splash) | 3,897 | | | ✓ | | Pool |
| Fairview Pump Station | 3,969 | ✓ | ✓ | ✓ | TBD | |
| Fielder Park | 484 | | | ✓ | | |
| ~~Fire Dept. Training Center~~ | | | | | | Not a City facility any more |
| Fire Station #1 | 9,724 | ✓ | ✓ | ✓ | TBD | |
| Fire Station #2 | 3,372 | ✓ | ✓ | ✓ | TBD | |
| Fire Station #3 | 4,924 | ✓ | ✓ | ✓ | TBD | |
| Fire Station #4 | 6,736 | ✓ | ✓ | ✓ | TBD | New facility - limited opportunity |
| Fire Station #5 | 3,328 | ✓ | ✓ | ✓ | TBD | |
| Gallagher Water Storage Tower | 64 | ✓ | ✓ | ✓ | TBD | Single HVAC unit |
| Glennie O Hamm | 3,800 | ✓ | ✓ | ✓ | TBD | |
| Hawn Park | 1,180 | | | ✓ | | |
| Hillcrest Park | 324 | | | ✓ | | |
| Infiltration/Inflow | 900 | ✓ | ✓ | ✓ | TBD | |



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| | Est. Sq.Ft. | FIM for SOW | | | | Notes |
|---|---|---|---|---|---|---|
| | | HVAC | BAS | Ltg | Other | |
| Kerr-East | 1,750 | ✓ | ✓ | ✓ | TBD | |
| ~~Kidd-Key Auditorium~~ | | | | | | Part of Municipal Building |
| Laboratory | 6,450 | ✓ | ✓ | ✓ | TBD | Expansion planned in near future |
| Library | 13,216 | ✓ | ✓ | ✓ | TBD | Newly renovated w/HVAC & LED |
| Meter Shop | 3,020 | ✓ | ✓ | ✓ | TBD | |
| MLK Park | 1,820 | | | ✓ | | |
| Municipal Airport | 29,639 | ✓ | ✓ | ✓ | TBD | |
| Municipal Building | 44,402 | ✓ | ✓ | ✓ | TBD | |
| Old Settlers Park | 2,496 | ✓ | | ✓ | | Minimal HVAC |
| Pecan Grove East Park | 1 | | | ✓ | | |
| Pecan Grove West Park | 5,244 | | | ✓ | | |
| Police Department | 16,182 | ✓ | ✓ | ✓ | TBD | |
| ~~Police Impound~~ | | | | | | Tin barn to store impounded items |
| Police Range | 2,000 | ✓ | ✓ | ✓ | TBD | |
| Pump Maintenance | 4,488 | ✓ | ✓ | ✓ | TBD | |
| Rosedale Park | 1 | | | ✓ | | |
| Senior Citizens Center | 9,187 | ✓ | ✓ | ✓ | TBD | |
| Solid Waste | 10,200 | ✓ | ✓ | ✓ | TBD | |
| Station 5 Annex | 6,000 | ✓ | ✓ | ✓ | TBD | |
| Street Dept Building | 8,496 | ✓ | ✓ | ✓ | TBD | |
| Taylor Street Complex | 8,000 | ✓ | ✓ | ✓ | TBD | |
| ~~Tourism Office~~ | | | | | | Leased space |
| Wastewater Treatment Plant | 7,928 | ✓ | ✓ | ✓ | TBD | No process related FIMs |
| Water Treatment Plant | 22,628 | ✓ | ✓ | ✓ | TBD | No process related FIMs |
| Westhill Cemetery | 11,760 | ✓ | ✓ | ✓ | TBD | |
| | 310,126 | | | | | |


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**INTERLOCAL AGREEMENT**
**Region VIII Education Service Center**
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**
**(School, College, University, State, City, County, or Other Political Subdivision)**

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**
1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

**Role of the Public Entity:**
1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public Member Entity:**

City of Sherman
**Entity Name**

By: Robby Hefton
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

**Purchasing Cooperative Lead Agency:**

**Region VIII Education Service Center**

By: David Wayne Fitts
Authorized Signature

Title: Executive Director Region VIII ESC

June 7, 2017
Date

---

**Public Entity Contact Information**

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

# Resiliency Solutions for a Rapidly Changing City…

*Prepared for:*

City of Sherman City Council

Performance Infrastructure North America
**Texas Area Team**

January 19th, 2021

The power behind **your mission**

Johnson Controls

# What we do

=

# Why we're different

## Customer Problems Solved

- Budget predictability
- Reduce operational costs
- Address deferred maintenance
- Installation of new equipment
- Technology upgrades
- Infrastructure modernization
- Brand agnostic
- Reduce carbon footprint

## Core Business Model

- Long history of guaranteeing energy
  - Adherence to Texas Local Government Code 302
- Turn-key solution
  - Design, commission, install, construction management, turnover training
- One Contract
- Local presence
- Ability to swiftly address critical needs
- Provide a fixed-cost project, carrying the risk and cost of change orders

Johnson Controls

# Potential Savings for Infrastructure Renewal Program

**Project Funding Model:**

- Estimated Utility Savings: $75,000
- Estimated O&M Savings: $30,000-$35,000
- **Potential Project Size @ 15 years & 2.65% interest: $1.5 - 2.0M**

# Project Development Agreement (PDA)

Project Development Agreement develops the Turn-key project scope specific to Sherman's infrastructure needs.

- Final Comprehensive Scope Co-authored by Sherman during PDA process
- Final Project Price Fixed-Firm Price, No change-orders passed to Sherman
- Final Guaranteed Energy Savings, O&M / Capital Savings – as agreed with Sherman
- Financing*  Turn-key financing option support can be provided by JCI, at Sherman's discretion

**JCI does not act in the capacity of a financial advisor*

# Project Development Process

## PDA Approval

- 10-30 Days
- City Approval of PDA
- Governing Commission Approval

## Partner Selection

- 30-45 Days
- Governing Commission Approval
- Co-Op selection through Interlocal (TIPS)

## Design / Investment Grade Audit Phase

- 90-120 Days
- City Executive selects Facility Improvements
- Systems Chosen on Life-Cycle Basis
- Commission Approval before Implementation

## Implementation

- 9-12 months
- Coordinated with City Schedules
- First Payment Not Due Until Successful Turnover

## Guarantee

- 15 years
- Annual Accountability Report to Governing Commission



Johnson Controls International, PLC | Proprietary

# Moving Forward

# Open Discussion

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **E. 4.**

**Meeting Date:** 01/19/2021

**Prepared By:** Tom Pruitt, Utility Engineer

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**** RESOLUTION NO. 6696***

Authorizing Execution of a Professional Engineering Design Services Agreement with Binkley & Barfield, Inc. for Design of the South Side Industrial Sanitary Sewer Replacement Project

**Issue:**

To consider a contract for professional services with Binkley & Barfield, Inc. for engineering services to design the South Side Industrial Sanitary Sewer Replacement Project

**Background:**

This project is for the design of the replacement of 9,600 linear feet of clay tile sewer line originally installed in 1961. This sewer line has exceeded its life expectancy and needs to be upgraded to a larger line, for additional capacity to adequately serve the substantial growth occurring in the southern portion of the City.

**Origination:**

Engineering Department

**Financial Consideration:**

The total Basic Engineering Services fee will be $262,200.00 and the total Authorized Special Services fee will be $89,200.00, for a total budgeted amount of $351,400.00. Funding will be in the 2021 GTUA Open Market issue first quarter and is budgeted in the Utility Improvement Fund for fiscal year 2021.

**Staff Recommendation:**

It is recommended that the contract for professional services with Binkley & Barfield, Inc. for engineering services to design the South Side Industrial Sanitary Sewer Replacement Project be approved.

**Alternatives:**

As may be directed by the City Council

**Attachments**

Resolution No. 6696
Agreement for Professional Engineering Design Services
Aerial Location Map

**RESOLUTION NO. 6696**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH BINKLEY & BARFIELD, INC. FOR DESIGN OF THE SOUTH SIDE INDUSTRIAL SANITARY SEWER REPLACEMENT PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Design Services Agreement with Binkley & Barfield, Inc. for design of the South Side Industrial Sanitary Sewer Replacement Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS,** on this the _____ day of _____, 2021.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** _____ **BY:** _____

**LINDA ASHBY, CITY CLERK** **DAVID PLYLER, MAYOR**

**APPROVED AS TO FORM AND CONTENT:**
**THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

# AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES

This AGREEMENT or CONTRACT is made and entered into this nineteenth day of January 2021, by and between the City of Sherman, Texas hereinafter called the OWNER, and Binkley & Barfield, Inc., hereinafter called the ENGINEER.

## RECITALS

WHEREAS, the OWNER intends to construct South Side Industrial Sanitary Sewer Replacement, hereinafter referred to as the PROJECT; and

WHEREAS, the OWNER desires to obtain engineering services in connection with the PROJECT and set forth in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, the ENGINEER is acceptable to the OWNER, and is willing to enter into an Agreement with the OWNER to perform such services; and

NOW, in consideration of the premises and mutual covenants contained herein, the OWNER and the ENGINEER agree as follows:

## CONTRACTUAL UNDERTAKINGS

### SECTION I
### EMPLOYMENT OF ENGINEER

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to furnish engineering design services in connection with the PROJECT as stated in Section II, and for having rendered such services, the OWNER agrees to pay to the ENGINEER compensation as stated in Section VI.

ENGINEER agrees to furnish engineering design services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### SECTION II
### CHARACTER AND EXTENT OF SERVICES

The Basic Engineering Services to be rendered by ENGINEER are to be considered distinguishable from other services and shall be performed as required during the following phases of the PROJECT:

A. PRELIMINARY ENGINEERING STUDY
B. PRELIMINARY DESIGN PHASE
C. INTERMEDIATE DESIGN PHASE
D. FINAL DESIGN PHASE
E. CONSTRUCTION PHASE

In addition to the Basic Services, other services related to the PROJECT that may be included by specific authorization are identified herein as "F. SPECIAL SERVICES."

These various services that ENGINEER will perform are more fully described as follows:

A. PRELIMINARY ENGINEERING STUDY

1. If the OWNER determines that a preliminary engineering study is needed, the ENGINEER will attend a conference with OWNER regarding the scope and requirements of the study needed for the PROJECT.

2. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the OWNER, to include preliminary layouts, a right-of-way map, sketches, and cost estimates for the PROJECT, and to set forth clearly the ENGINEER's recommendations. Such estimates for probable costs shall be made on the basis of ENGINEER's knowledge, experience and qualifications and represent ENGINEER's judgment as an experienced professional engineer. ENGINEER does not guarantee that proposals, bids, or actual total project costs or total construction costs will not vary from the opinions provided by Consultant.

3. Furnish the OWNER all necessary copies of the preliminary engineering report, including preliminary layouts, a right-of-way map, sketches, and cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

B. PRELIMINARY DESIGN PHASE

1. ENGINEER will attend a conference with OWNER regarding the scope and requirements for the PROJECT.

2. Prepare preliminary engineering review drawings to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the OWNER. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the PROJECT and set forth clearly the ENGINEER's recommendations for any alternate designs.

3. Furnish the OWNER all necessary copies of the preliminary construction drawings and cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

4. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the ENGINEER and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the ENGINEER, utility locates requested by the ENGINEER, and any available "Record Drawings" that the ENGINEER can obtain from other utilities.

5. Depending on comments received from the OWNER's review and field investigations, another set of preliminary phase construction drawings may be required.

6. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

7. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys or special testing which, in the opinion of the ENGINEER, may be required for the proper execution of the PROJECT, and assist the OWNER in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the ENGINEER's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. SPECIAL SERVICES."

8. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any Subsurface Utility Engineering that will require the exact vertical and horizontal identification of any public utility that may be in conflict with the proposed design. Exposure of any buried utilities will be performed by the Engineer as a SPECIAL SERVICE upon authorization of the OWNER. Information from said exposure shall be depicted on the construction plans.

C. INTERMEDIATE DESIGN PHASE

1. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.

2. Furnish the OWNER all necessary copies of the intermediate engineering review drawings and updated cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

3. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these estimates.

4. Develop the project design combining the application of sound engineering principles and economy which shall be manifested by completed Construction Contract Documents, (Plans, Specifications, etc.) and assist OWNER with submittal of such Documents to local, state, and federal agencies for approval as may be applicable.

5. Submit three (3) copies each of any necessary right-of-way or easement documents.

6. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

D. FINAL DESIGN PHASE

1. Prepare final engineering review drawings that address all comments from the intermediate review.

2. Furnish the OWNER all necessary copies of the final engineering review drawings and updated cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

3. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these estimates, but may be required to provide additional services at no cost to the OWNER if bids for the PROJECT exceed the fixed budget limit for the Construction Cost as provided in Section VI.

4. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

5. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

6. When required by the nature of the PROJECT, the ENGINEER shall provide necessary exhibits and attend a public meeting with the OWNER.

7. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER up to ten (10) additional copies of the construction drawings to be forwarded to the utility companies.

8. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

E. CONSTRUCTION PHASE

1. Attend a preconstruction meeting conducted by the OWNER.

2. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the PROJECT, one time only. This does not include construction staking.

3. Represent the OWNER in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Construction Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions as desired by the ENGINEER, or when specifically requested by OWNER to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the techniques and sequences of construction except as noted in the plans and specifications or the safety precautions incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Construction Contract Documents).

4. Consult and advise the OWNER and issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary.

5. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Construction Contract Documents, and assemble written guarantees which are required by the Construction Contract Documents.

6. Revise contract drawings (“Record Drawings”) with the assistance of the OWNER and contractor mark ups to reflect available information as to how the work was constructed. Furnish a bound set of these revised drawings to the OWNER and provide an electronic

copy of the drawing in PDF format, and AutoCAD (.DWG) format or in Drawing Exchange Format (.DXF). Retainage in the amount of ten percent (10%) of the Construction Phase fee will be withheld subject to submittal of "Record Drawings".

7. ENGINEER shall perform such services expeditiously and shall return the "Record Drawings" documents within fifteen (15) calendar days of being authorized to proceed by OWNER. This time frame shall not, except for cause of force majeure, be exceeded by ENGINEER.

8. ENGINEER shall not be responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, or methods at the project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Contractor, its subcontractors, or other materialmen or service providers not engaged by ENGINEER.

F. SPECIAL SERVICES

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

1. Field surveys to collect information required for design, including photogrammetry, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman.

2. Land surveys, establishment of boundaries and monuments, and related office computations and drafting.

3. Staking of the centerline of the proposed PROJECT for utility coordination. The ENGINEER or its surveyor shall stake the centerline throughout the extent of the PROJECT. The beginning and the end of the PROJECT shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire PROJECT, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.

4. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated in Section VI. C. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition after construction is complete. Appearances before hearings for eminent domain proceedings are specifically <u>not</u> included in the specified per parcel payment.

5. Appearances before regulatory agencies.

6. Assistance to the OWNER as an expert witness in any litigation or claim, arising from, or in connection with, the PROJECT.

7. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the OWNER.

8. Detailed mill, shop, and/or laboratory inspection of materials or equipment.

9. Assist the OWNER in obtaining the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.

10. Travel required of the ENGINEER to perform these Special Services in connection with the PROJECT.

11. Additional reports and Contract Documents in excess of fifteen (15) copies as required for the initiation, bidding, and administration of the PROJECT.

12. Preparation of applications and supporting documents for government grants or planning advances for public works projects.

13. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.

14. Revision of reports and Construction Contract Documents after specific approval by OWNER, as provided in Section VII.

15. Subsurface Utility Engineering that involves level “A” identification of a utility will be paid per each utility location identified.

16. Subsurface Utility Engineering that involves level “B” identification of a utility will be paid per linear foot.

17. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.

18. Project Bidding

a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
b. Furnish to the OWNER all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of fifteen (15) copies are to be paid for separately as provided hereinafter.
c. ENGINEER will submit the project plans to the State of Texas for the TAS/ADA review, if required for the PROJECT. ENGINEER will prepare the application and make the submittal. The OWNER will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. ENGINEER will address comments from the review and revise plans if necessary.
d. Assist the OWNER in the advertisement of the PROJECT for competitive bids.
e. Assist the OWNER with any Pre-Bidders meetings.
f. Assist the OWNER in the opening and tabulation of bids for construction of the PROJECT and recommend to the OWNER as to the proper action on all proposals received.
g. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

## SECTION III
## AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the ENGINEER under this agreement without written authorization from the OWNER.

## SECTION IV
## PERIOD OF SERVICE

This AGREEMENT shall be effective upon execution by the OWNER and the ENGINEER and shall remain in force until terminated under the provisions hereinafter provided in Section IX.

## SECTION V
## COORDINATION WITH THE OWNER

The ENGINEER shall hold periodic conferences with the OWNER, or its representatives, to the end that the PROJECT, as perfected, shall have full benefit of the OWNER's experience and knowledge of existing needs and facilities and be consistent with its current policies and construction standards. To implement this coordination, the OWNER shall make available to the ENGINEER for use in planning the PROJECT, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the PROJECT.

## SECTION VI
## THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay and the ENGINEER shall receive the compensation hereinafter set forth for the PREPLIMANARY ENGINEERING STUDY, and PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN, and CONSTRUCTION PHASES of the work and additionally for SPECIAL SERVICES that are in addition to the Basic Engineering Services. All remittances by OWNER of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

"Construction Cost" as used herein is defined as the authorized total or estimated PROJECT cost to the OWNER for the execution of the work and handled in each separate phase of engineering services, excluding fees or other cost for engineering and legal services, the cost of land, rights-of-way, legal, and administrative expenses; but including the direct cost to the OWNER of all construction contracts, items of construction, including labor, materials, and equipment required for the completed work (including extras), and the total value of PROJECT of all labor, materials, and equipment purchased or furnished directly by the OWNER for the PROJECT.

If a fixed budget limit for the Construction Cost has been established, the ENGINEER shall be permitted to make reasonable adjustments in the scope of the PROJECT and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in the following paragraph. All adjustments in the scope of the PROJECT shall be approved by the OWNER and documented in writing.

Should the lowest bona fide bid for construction of the PROJECT be in excess of 130% of 60% Engineer's Estimate of Probable Construction Cost due to the negligence of the ENGINEER, the OWNER may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the PROJECT, (3) terminate the PROJECT and this Agreement in accordance herewith, or (4), require that the ENGINEER adjust the PROJECT scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the ENGINEER, without additional charge to the OWNER, shall consult with the OWNER and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the PROJECT into multiple Construction Phases that will fall within budget constraints. The ENGINEER shall provide the services defined in Sections II.D. and II.E., as required, for each of the new phases created by splitting the PROJECT. Absent negligence on the part of the ENGINEER in making its estimates of probable Construction Cost, providing services as defined in Sections II.D. and II.E. shall be the limit of the ENGINEER's liability arising from the establishment of such fixed limitation of Construction Costs. The ENGINEER shall be entitled to compensation for all other services performed in accordance with this Agreement.

"Salary Cost" used herein is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation

insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

A. Payment for a PRELIMINARY ENGINEERING STUDY shall be due within thirty (30) days after submission and acceptance by the OWNER of the PRELIMINARY STUDY and any applicable reports, sketches, estimates, opinions, etc. This fee shall be the only amount due from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to this fee.

   Compensation for the Basic Engineering Services (PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN, and CONSTRUCTION PHASES) on the work covered by the PROJECT shall not be increased without City Council approved resolution. This fee shall be the only amount due for Basic Engineering Services from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee.

   The PRELIMINARY DESIGN PHASE shall be computed at thirty percent (30%) of the portion of the Basic Engineering Services; the INTERMEDIATE DESIGN PHASE shall be computed at thirty percent (30%) of the portion of the Basic Engineering Services, the FINAL DESIGN PHASE shall be computed at twenty percent (20%) of the portion of the Basic Engineering Services; and the CONSTRUCTION PHASE shall be computed at twenty percent (20%) of the portion of the Basic Engineering Services.

   Payment for the PRELIMINARY DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Preliminary Design drawings.

   Payment for the INTERMEDIATE DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Intermediate Design drawings.

   Payment for the FINAL DESIGN PHASE portion of the Basic Engineering Services shall be due within thirty (30) days after submission and acceptance by the OWNER of the Final Design drawings.

   Payment for the CONSTRUCTION PHASE of the Basic Services shall be due in monthly installments in proportion to the construction work completed on the basis of the Contractor's monthly payment estimates plus the actual value of all materials and equipment purchased or furnished directly by the OWNER for the PROJECT. Upon completion of all work authorized in the CONSTRUCTION PHASE, the ENGINEER will be paid the remainder of the charge for this phase.

B. Compensation for SPECIAL SERVICES not covered by the PRELIMINARY ENGINEERING STUDY, and PRELIMINARY DESIGN, INTERMEDIATE DESIGN, FINAL DESIGN and CONSTRUCTION PHASES of Basic Engineering Services provided hereinabove shall be as follows:

For all of ENGINEER's personnel time applied to the SPECIAL SERVICES, on an hourly basis, shall be per Engineer's established hourly rates included as Exhibit "B" to this AGREEMENT.

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses, invoice or internal office cost plus a ten percent (10%) service charge, provided that all reimbursable expenses are pre-authorized by the OWNER.

Payments to the ENGINEER for authorized SPECIAL SERVICES will be due monthly, upon presentation of monthly statements by the ENGINEER for such services.

C. It is agreed by both the OWNER and the ENGINEER that the total fees paid under this "Agreement for Professional Engineering Design Services" shall not exceed the following budgeted total without OWNER approval. This fee shall be the only amounts due from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee.

**ENGINEERING FEES**:

| | | |
|---|---|---|
| **Preliminary Engineering Study:** | $ | 23,700.00 |
| | | |
| **Basic Engineering Services**: | | |
| Preliminary Design Phase | $ | 71,550.00 |
| Intermediate Design Phase | $ | 71,550.00 |
| Final Design Phase | $ | 47,700.00 |
| Construction Phase | $ | 47,700.00 |
| **Total Basic Engineering Services Fee:** | **$** | **262,200.00** |
| | | |
| **Authorized Special Services**: | | |
| Descriptive instruments for 6 parcels at $800 each: | $ | 4,800.00 |
| Design Surveying | $ | 24,000.00 |
| Project Bidding | $ | 7,000.00 |
| Level "A" Subsurface Utility Engineering Identification for 6 utilities at $1,400 each: | $ | 8,400.00 |
| Level "B" Subsurface Utility Engineering Identifications for 2,000 linear feet at $2.00/LF: | $ | 4,000.00 |
| Geotechnical Investigation & Report: | $ | 20,000.00 |
| Traffic Control for Geotechnical Investigation: | $ | 3,000.00 |
| Identifications for 2,000 linear feet at $2.00/LF: | $ | 6,000.00 |
| Geotechnical Investigation & Report: | $ | 12,000.00 |
| **Total Authorized Special Services** | **$** | **89,200.00** |
| | | |
| **BUDGETED TOTAL**: | **$** | **351,400.00** |

The BUDGETED TOTAL (including Preliminary Engineering Study, Basic Engineering Services, and Special Services) is a maximum of $351,400.00 and shall not be exceeded without OWNER approval.

## SECTION VII
## REVISION OF REPORTS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

The revision and rework of reports, plans, specifications, and other documents during the formative stages as an orderly process in the development of the PROJECT to meet the needs of the OWNER shall be considered as part of the Basic Engineering Services. After a definite plan has been approved by the OWNER, if a decision is subsequently made by the OWNER, which, for its proper execution involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the ENGINEER is put to labor or expense by delays imposed on him from causes not within its control, such as, but not limited to the re-advertisement of bids or by the delinquency or insolvency of Contractors, the ENGINEER shall be compensated for such extra expense which shall be considered as Special Services, unless the revisions were required due to bids for construction of the PROJECT exceeding the fixed budget limit for the Construction Cost per Section VI.

## SECTION VIII
## OWNERSHIP OF DOCUMENTS

The OWNER shall have unlimited right for the benefit of the OWNER for use in future projects to all drawings, designs, specifications, ENGINEER's designs and structures, notes and other pertinent consultant-engineer work procured in the performance of this AGREEMENT or in contemplation thereof, and all "Record Drawings" produced after completion of the PROJECT work, if any, including the right to use same on any other OWNER work without additional cost to the OWNER. Any use of the aforementioned documents for future projects shall be without use of ENGINEER's name or registration seal and without any liability to the ENGINEER, its agents, employees, subcontractors and consultants. In the event this PROJECT is terminated at any point, plans, drawings, structural designs, specifications and other pertinent consultant-engineer work shall become the property of the OWNER.

## SECTION IX
## TERMINATION

Either party to this AGREEMENT may terminate the AGREEMENT by giving to the other party thirty (30) days notice in writing. Upon delivery of such notice by the OWNER to the ENGINEER, the ENGINEER shall discontinue all services in connection with the performance of the AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the AGREEMENT. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under the AGREEMENT less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this AGREEMENT shall be delivered to the OWNER when and if this AGREEMENT is terminated, but subject to the restrictions as to their use, as set forth in Section VIII.

If the AGREEMENT is terminated because of a material breach of this AGREEMENT by the ENGINEER, the OWNER may have the remaining work and services to be performed by the ENGINEER performed by another, and the ENGINEER shall be liable to the OWNER for any additional costs over the contract amount accrued by the OWNER associated with the breach of AGREEMENT.

## SECTION X
## SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds itself and its successors, executors, administrators and assigns to any other party of the AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as noted above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

## SECTION XI
## SPECIAL CONDITIONS

SPECIAL CONDITIONS CONTAINED IN "AUTHORIZATION OF SERVICES" ISSUED BY OWNER AND ACCEPTED BY ENGINEER WITH SPECIFIC REFERENCE TO THIS AGREEMENT SHALL BECOME A PART HEREOF:

1. SPECIAL SERVICES shall be authorized only by the City Engineer or his duly authorized designee for this AGREEMENT.

2. The total budgeted fee shall not be exceeded without specific authorization by the City.

## SECTION XII
## TIME OF COMPLETION

The prompt completion of this PROJECT is critical and time is of the essence. Unnecessary delays to the PROJECT shall be grounds for dismissal of the ENGINEER and the termination of this contract without any or further liability to the OWNER other than a prorated payment for necessary and timely work done on the PROJECT to the time of termination. ENGINEER proposes to complete the PRELIMINARY ENGINEERING STUDY if required, PRELIMINARY DESIGN PHASE, INTERMEDIATE DESIGN PHASE, and FINAL DESIGN PHASE for the entire PROJECT within 330 calendar days of the date of the City Council resolution approving the AGREEMENT. This time frame, shall not, except for cause, be exceeded by ENGINEER.

## SECTION XIII
## PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of design under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT, including contractual liability under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

## SECTION XIV
## OWNER INDEMNIFIED

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from an error, omission or for failure by the ENGINEER or the ENGINEER's agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER's agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER's liability.

## SECTION XV
## GENERAL INSURANCE

The ENGINEER shall have $1,000,000.00 CSL of Automobile Liability Insurance coverage; Statutory Workers' Compensation as required by the Texas Labor Code; $100,000 per accident, $300,000 per disease, and $100,000 per occupational disease per employee of Employer's Liability Insurance; and $2,000,000 per occurrence with a $2,000,000.00 aggregate policy limit per PROJECT of Commercial General Liability Insurance with a CG2503. In lieu of the $2,000,000.00 Commercial General Liability Insurance and the CG2503, the ENGINEER and OWNER may mutually agree to OWNER's and Contractor's Protective Liability Coverage.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the professional and general insurance coverage listed in this CONTRACT, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER's activities as required by this CONTRACT. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

## SECTION XVI
## ENGINEER'S SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the OWNER as required by the Board of Professional Engineers rules.

## SECTION XVII
## VENUE

Venue for all purposes shall be exclusively in Grayson County, Texas.

## SECTION XVIII
## CHOICE OF STATE

This AGREEMENT shall be governed by the law of the State of Texas.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this _____ day of _____ _____, 20_____.

OWNER:
**CITY OF SHERMAN, TEXAS**

_____
Robby Hefton, City Manager

ATTEST:

_____

ENGINEER:
**Binkley & Barfield, Inc.**

_____
Richard A. Arvizu, PE, C.F.M.

ATTEST:

_____

**APPROVED AS TO FORM AND CONTENT:**
**THE LAW FIRM OF ABERNATHY,**
**ROEDER, BOYD & HULLETT, P.C.**

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

**EXHIBIT "A"**
**SCOPE OF SERVICES**

The scope of services for this PROJECT includes preparation of construction plans, specifications, estimates, preliminary engineering study, bid phase support and construction phase services. PROJECT includes replacement of approximately 13,000 linear feet and existing sanitary sewer. Limits of project extend from FM 1417 to approximately 2,000 feet east of Luella Road. Project will require construction by other than open cut as it crosses under US 75 and under the BSNF railroad. Project will include three (3) aerial crossings over creek channels. The proposed sanitary sewer will replace dual sanitary sewer lines ranging in size from 12" to 24" in diameter. In some locations, dual sanitary sewer lines will be replaced by a single proposed sanitary sewer line.

The Basic Engineering Services includes PRELIMINARY ENGINEERING STUDY, PRELIMINARY DESIGN PHASE, INTERMEDIATE DESIGN PHASE, FINAL DESIGN PHASE and CONSTRUCTION PHASE SERVICES.

A. PRELIMINARY ENGINEERING STUDY

1. Purpose of the PRELIMINARY ENGINEERING STUDY is to confirm the proposed sanitary sewer alignment, confirm size of sanitary sewer main, confirm material type for sanitary sewer line and to confirm the number of easements that will be required for the PROJECT.

2. The ENGINEER will attend a conference with OWNER regarding the scope and requirements of the study needed for the PROJECT.

3. ENGINEER shall obtain existing data needed for the PROJECT including copies of plats, future development plans, flow monitoring data, current effective hydraulic models for Choctaw Creek Tributary A, as-built record drawings, and existing GIS data for property boundaries, roadways, utilities, streams and railroad crossings.

4. ENGINEER shall obtain and confirm design criteria for PROJECT including standard construction details, standard specifications, Wastewater Master Plan and wastewater design standards.

5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the OWNER, to include proposed size of wastewater line, proposed material type for wastewater line, reviewing City-supplied assumptions, flow data and calculations to confirm and recommend proposed sewer main sizes, preliminary horizontal alignment, a right-of-way map showing existing right-of-way and easements within the project area, proposed easements, sketches, and cost estimates for the PROJECT, and to set forth clearly the ENGINEER's recommendations.

6. Preliminary design will clearly identify any of the problems involved and provide alternate solutions available to the OWNER. Include preliminary layouts, a right-of-way map,

sketches, and cost estimates for the PROJECT and set forth clearly the ENGINEER's recommendations for any alternate designs.

7. Such estimates for probable costs shall be made on the basis of ENGINEER's knowledge, experience and qualifications and represent ENGINEER's judgment as an experienced professional engineer. ENGINEER does not guarantee that proposals, bids, or actual total project costs or total construction costs will not vary from the opinions provided by Consultant.

8. Furnish the OWNER all necessary copies of the preliminary engineering report, including preliminary layouts, a right-of-way map, sketches, and cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.

B. PRELIMINARY DESIGN PHASE

1. ENGINEER will attend a conference with OWNER to discuss review comments from the preliminary engineering study.

2. OWNER review comments from preliminary engineering study will be included in the preliminary design.

3. Prepare preliminary design plans. Plans shall include the following:

    a. Cover Sheet

    b. General Notes Sheet

    c. Horizontal and Vertical Project Control

    d. Sanitary Sewer Plan and Profile Sheets

    e. Aerial Crossing Detail Sheets

    f. US 75 Crossing Detail Sheet

    g. BSNF Railroad Crossing Detail Sheet

    h. Erosion Control Sheet

    i. Traffic Control Sheets (for US 75)

4. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the ENGINEER and from existing “Record Drawings” provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the ENGINEER, utility locates requested by the ENGINEER, and any available “Record Drawings” that the ENGINEER can obtain from other utilities.

5. Confirm location of existing franchise utilities. Contact the utility companies regarding the location of their facilities (if necessary) and include in the preliminary design.

6. The ENGINEER shall conduct a constructability review for the preliminary design.

7. The ENGINEER shall conduct preform a QA/QC review for the preliminary design.

8. Quantities will be revised based on preliminary design.

9. Revise cost estimate based on preliminary design.

10. Depending on comments received from the OWNER's review and field investigations, another set of preliminary phase construction drawings may be required.

11. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

12. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys or special testing which, in the opinion of the ENGINEER, may be required for the proper execution of the PROJECT, and assist the OWNER in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the ENGINEER's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. SPECIAL SERVICES."

13. Upon completion of the Preliminary Design Phase, the ENGINEER will advise the OWNER of any Subsurface Utility Engineering that will require the exact vertical and horizontal identification of any public utility that may be in conflict with the proposed design. Exposure of any buried utilities will be performed by the ENGINEER as a SPECIAL SERVICE upon authorization of the OWNER. Information from said exposure shall be depicted on the construction plans.

C. INTERMEDIATE DESIGN PHASE

1. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes.

2. Revise the following sheets as required

    a. Cover Sheet

    b. General Notes Sheet

    c. Horizontal and Vertical Project Control

d. Sanitary Sewer Plan and Profile Sheets

e. Aerial Crossing Detail Sheets

f. US 75 Crossing Detail Sheet

g. BSNF Railroad Crossing Detail Sheet

h. Erosion Control Sheet

i. Traffic Control Sheets (for US 75)

j. Standard Detail Sheets

3. Furnish the OWNER all necessary copies of the intermediate engineering review drawings and updated cost estimates. All plan sets in excess of fifteen (15) copies are to be paid for separately as provided hereinafter.

4. Develop the project design combining the application of sound engineering principles and economy which shall be manifested by completed Construction Contract Documents, (Plans, Specifications, etc.) and assist OWNER with submittal of such Documents to local, state, and federal agencies for approval as may be applicable.

5. Submit three (3) copies each of any necessary right-of-way or easement documents.

6. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

D. INTERMEDIATE DESIGN PHASE

1. Prepare final engineering review drawings that address all comments from the intermediate review.

2. Furnish the OWNER all necessary copies of the final engineering review drawings and updated cost estimates. All plan sets in excess of fifteen (15) copies are to be paid for separately as provided hereinafter.

3. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical. The ENGINEER shall not be required to guarantee the accuracy of these estimates but may be required to provide additional services at no cost to the OWNER if bids for the PROJECT exceed the fixed budget limit for the Construction Cost as provided in Section VI.

4. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

5. The ENGINEER will attend one (1) review meeting with the OWNER. The ENGINEER will be responsible for compiling all the comments from this review to create a list of all comments to be addressed by the next submittal.

6. When required by the nature of the PROJECT, the ENGINEER shall provide necessary exhibits and attend a public meeting with the OWNER.

7. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER up to ten (10) additional copies of the construction drawings to be forwarded to the utility companies.

8. Upon completion of the final design review, the ENGINEER shall furnish to the OWNER, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

E. CONSTRUCTION PHASE

1. Attend a preconstruction meeting conducted by the OWNER.

2. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the PROJECT, one time only. This does not include construction staking.

3. Represent the OWNER in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the OWNER may have to disapprove work and materials that fail to conform to the Construction Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions as desired by the ENGINEER, or when specifically requested by OWNER to visit on-site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspections to check quality or quantity of the work or material; nor does it place any responsibility on ENGINEER for the techniques and sequences of construction except as noted in the plans and specifications or the safety precautions incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Construction Contract Documents).

4. Consult and advise the OWNER and issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary.

5. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment, and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the

information given by the Construction Contract Documents and assemble written guarantees which are required by the Construction Contract Documents.

6. Revise contract drawings ("Record Drawings") with the assistance of the OWNER and contractor mark ups to reflect available information as to how the work was constructed. Furnish a bound set of these revised drawings to the OWNER and provide an electronic copy of the drawing in PDF format and AutoCAD (.DWG) format or in Drawing Exchange Format (.DXF). Retainage in the amount of ten percent (10%) of the Construction Phase fee will be withheld subject to submittal of "Record Drawings".

7. ENGINEER shall perform such services expeditiously and shall return the "Record Drawings" documents within fifteen (15) calendar days of being authorized to proceed by OWNER. This time frame shall not, except for cause of force majeure, be exceeded by ENGINEER.

8. ENGINEER shall not be responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, or methods at the project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the Contractor, its subcontractors, or other materialmen or service providers not engaged by ENGINEER.

Special Services includes EASEMENT DOCUMENTS, DESIGN SURVEY, BID PHASE SERVICES, LEVEL A SUE SERVICES (TEST HOLES), LEVEL B SUE SERVICES (LOCATION), GEOTECHNICAL INVESTIGATION & REPORT, TxDOT COORDINATION & PERMITTING, AND RAILROAD COORDINATION AND PERMITTING.

F. EASMENT DOCUMENTATION

1. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated in Section VI. C. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition after construction is complete. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.

2. The exact number of easements need for this PROJECT is currently unknown and will be determined during the PRELIMINARY ENGINEERING STUDY.

3. Work on descriptive instruments for easements will not begin until authorized by the OWNER.

G. FIELD SURVEY

1. Field surveys to collect information required for design, and related office computations and drafting shall include the following:

a. Obtain Right of Entry from property owners as required.

b. Establish horizontal and vertical control for the project. Control points shall be set at 500-foot intervals. Temporary benchmarks shall be set every 1,000 feet for construction.

c. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman.

d. Field Survey will tie in all improvements X, Y & Z (Fences, mailboxes, driveways, edge of asphalt roadways, curb lines, trees, signs, etc.) along the proposed route.

e. Visible utility, water, sanitary sewer, and storm water improvements X, Y & Z (power poles, guy wires, electrical boxes, transformers, water valves, water vaults, fire hydrants, storm drains and sanitary sewer manholes) along the proposed project limits shall be included.

f. Flowline elevations of all sanitary sewer manholes and storm drain inlets shall be included. Pipe sizes, flow direction, relative flow lines, and photo documentation of the inside of the sanitary sewer manholes shall be provided.

g. The survey shall include a partial boundary and detailed topographic survey of a 100’ x 13,000’ (+/-) swath following the existing sewer alignment(s) beginning at FM 1417 (west of US 75) and extending east of Luella Road to the existing 42” Southwest Trunk Sewer.

h. The limits of the survey shall include 100’ cross sections extending along the proposed alignment.

i. Cross section spacing may be adjusted to avoid line of sight issues with trees.

j. Survey to include the visible or estimated location of all the sanitary sewer crossings with the creek channel. This includes tops of banks, flowline of channel, toes of slopes, any exposed pipe, and any channel protection at the crossing.

k. Locate property corners and establish property lines, existing right-of-way lines and existing easements. Prepare a right of way map of the existing right-of-way showing lots, numbers and ownership with recording information and all of the parcels of land affected by the project. Deliverables include a right-of-way map to overlay onto the topographic survey prepared in AutoCAD along with deeds, subdivision, plats and tax ownership information.

l. Perform a Texas 811 (One Call) request for locates of all utilities within the non-private areas of site and tying of any markings thereby performed. Actual physical location of underground franchise utilities will be approximate.

2. Land surveys, establishment of boundaries and monuments, and related office computations and drafting shall include the following:
    a. Perform sufficient boundary analysis using deeds, plats and other property records to determine the location of existing property and existing sanitary sewer easement lines along the project corridor locations.
    b. Perform abstracting and research as necessary to show property owner information for subject properties affected or crossed by the alignment, as available from appraisal district, and public records, or otherwise provided.
    c. Show the existing right-of-way, property and easement lines, as applicable, on the plans immediately adjacent to sewer alignment.

H. BID PHASE SERVICES

1. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

2. Furnish to the OWNER all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of fifteen (15) copies are to be paid for separately as provided hereinafter.

3. Assist the OWNER in the advertisement of the PROJECT for competitive bids.

4. Assist the OWNER with any Pre-Bidders meetings.

5. Assist the OWNER in the opening and tabulation of bids for construction of the PROJECT and recommend to the OWNER as to the proper action on all proposals received.

6. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

I. SUBSURFACE UTILITY ENGINEERING

1. Subsurface Utility Engineering that involves level “A” identification of a utility will be paid per each utility location identified.

2. Level “A” test hole are not anticipated for this project. However, they could be required for permitting or may be required based on results of the PRELIMINARY ENGINEERING STUDY. For this PROJECT, it is assumed that up to six (6) test holes may be required along US 75 or BSNF Railroad.

3. Level “A” test holes must be authorized by the OWNER.

4. Subsurface Utility Engineering that involves level “B” identification of a utility will be paid per linear foot.

5. Level “B” identification will be required for any TxDOT permitting. For this PROJECT, it is assumed that up to 2,000 linear feet of Level “B” will be required along US 75

6. Level “B” identification must be authorized by the OWNER.

J. GEOTECHNICAL INVESTIGATION

1. Assist the OWNER in obtaining the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.

2. Geotechnical services will used to determine foundation requirements and slope stability at aerial crossing location.

3. Geotechnical services will be used to determine soil conditions at locations where pipeline will need to be constructed by method other than open cut.

4. Geotechnical services shall include fifteen (15) soil borings along the sanitary sewer alignment to no more than a depth of twenty-five (25) feet, including soil tests and analysis of the results to determine soil and groundwater conditions and compaction requirements.

   - Two (2) soil borings will be required at four (4) different aerial crossing locations for a total of six (6) borings.

   - Five (5) soil borings will be required at US 75.

   - Two (2) soil borings will be required at the railroad crossing

   - Two (2) soil borings will be required at Luella Road.

   - Traffic control may be required for geotechnical investigation along US 75.

K. PERMITTING AND AGENCY COORDINATION

1. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.

2. Coordination with the Texas Department of Transportation to acquire a permit for construction within TxDOT right of way

3. Coordination with BSNF to acquire a permit for construction within railroad right of way.

**EXHIBIT B**
**RATE SCHEDULE**

| Classification | Unit | Billable Rate |
|---|---|---|
| Principal | Hour | $283.00 |
| Sr. Project Manager | Hour | $258.00 |
| Project Manager | Hour | $225.00 |
| Structural Engineer | Hour | $200.00 |
| Construction Manager | Hour | $200.00 |
| Sr. Process Mechanical Engineer | Hour | $195.00 |
| Sr. Project Engineer | Hour | $168.00 |
| Project Engineer | Hour | $143.00 |
| Field Engineer | Hour | $155.00 |
| Electrical & Instrumentation Engineer | Hour | $168.00 |
| Engineer Technician | Hour | $140.00 |
| EIT II | Hour | $129.00 |
| Graduate Engineer/EIT I | Hour | $113.00 |
| Structural Inspector | Hour | $129.00 |
| Construction Observer/Sr. Inspector III | Hour | $129.00 |
| Construction Observer/Inspector II | Hour | $119.00 |
| Construction Observer/Inspector I | Hour | $98.00 |
| Sr. Designator | Hour | $108.00 |
| Designator | Hour | $93.00 |
| Sr. Utility Coordinator | Hour | $156.00 |
| Utility Coordinator | Hour | $136.00 |
| Production Manager | Hour | $211.00 |
| Production Technician | Hour | $87.00 |
| Sr. Electrical Designer | Hour | $147.00 |
| Sr. CADD/Designer | Hour | $150.00 |
| CADD/Designer | Hour | $126.00 |
| CADD Technician | Hour | $103.00 |
| Sr. Clerical/Administrator/Document Specialist/Recordkeeper | Hour | $88.00 |
| Clerical/Administrator | Hour | $82.00 |
| 3D Modeling | Day | $850.00 |

**Direct Expenses**

1. After 2020, maximum rates can be determined by using an annual escalation rate of 5% or will be renegotiated.

2. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.

3. Mileage shall be reimbursed at the current federal rate as published by the IRS.

## CORPORATE ACKNOWLEDGMENT

**THE STATE OF TEXAS** §
§
**COUNTY OF** DALLAS §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RICHARD ARVIZU of BINKLEY BARFIELD known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BINKLEY BARFIELD a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 8th day of JANUARY, A.D. 20 21.

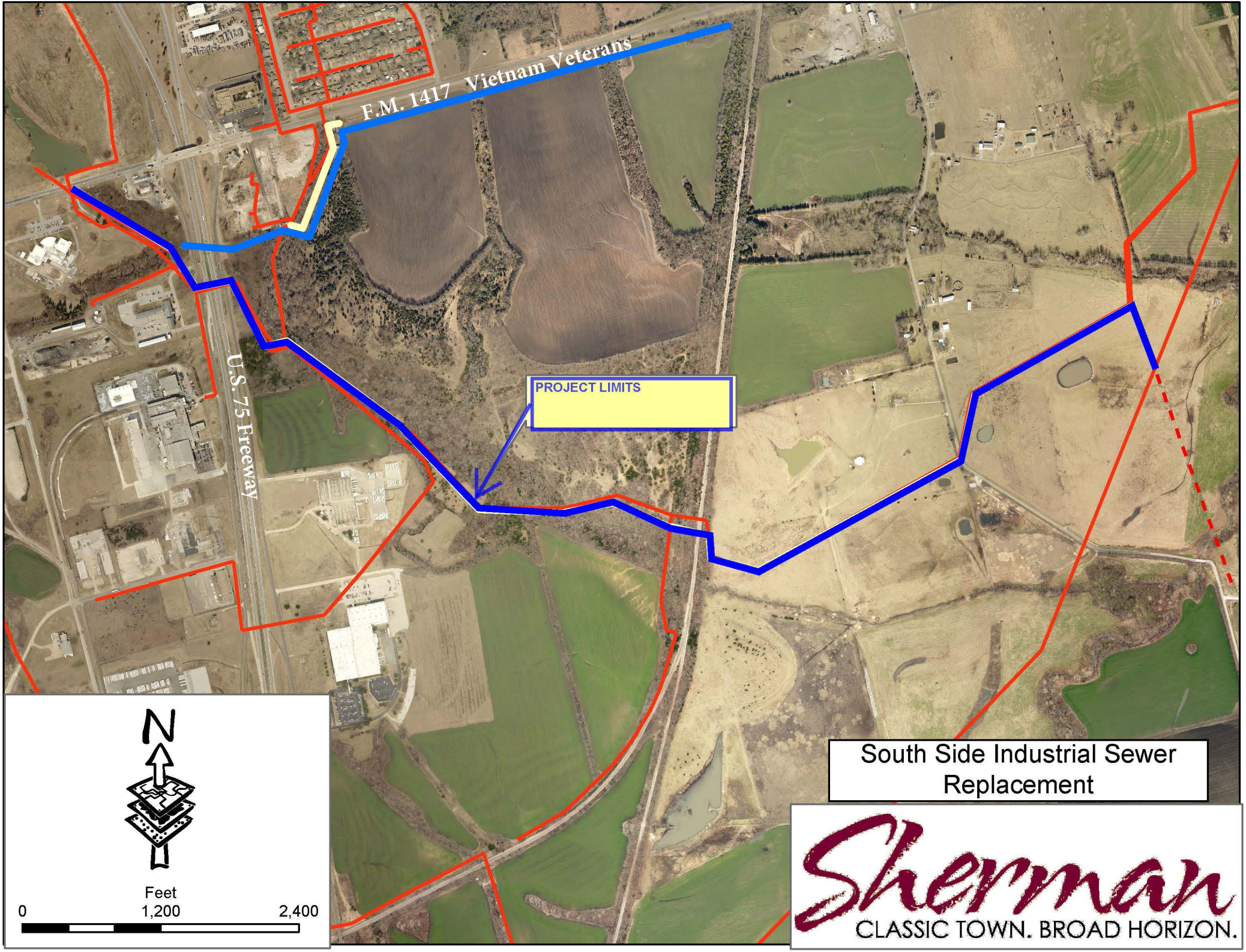
Robert Lee Pruett

Notary Public In and For DALLAS County, Texas

My Commission Expires:

5-15-22

ROBERT LEE PRUETT JR.
Notary Public, State of Texas
Comm. Expires 05-15-2022
Notary ID 11209113


F.M. 1417 Vietnam Veterans
U.S. 75 Freeway
PROJECT LIMITS
N
Feet
0
1,200
2,400
South Side Industrial Sewer Replacement
Sherman
CLASSIC TOWN. BROAD HORIZON.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **F. 1.**

**Meeting Date:** 01/19/2021

**Prepared By:** Theresa Hutchinson, Parks & Recreation Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**** REQUEST TO ADVERTISE***

Annual Park Restroom Cleaning Services

**Issue:**

Requesting permission to advertise for the private contract cleaning of multiple public park restrooms

**Background:**

The City of Sherman Parks and Recreation Department annually contracts the cleaning of its park restrooms. We are seeking proposals that would include cleaning and securing of the facilities seven (7) days a week for a nine (9) month period at a minimum.

**Origination:**

Parks and Recreation Department

**Financial Consideration:**

Funding for these services has been allocated in the City's Parks Maintenance budget for the 2020-2021 fiscal year. The cost of advertising is expected to be approximately $200.00.

**Staff Recommendation:**

It is recommended that the City Council authorize the staff to advertise the Park Restroom Cleaning Services for bid.

**Alternatives:**

As may be directed by the City Council

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# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **G. 1.**

**Meeting Date:** 01/19/2021
**Prepared By:** Zachary Flores, Police Chief
**Approved By:** Robby Hefton, City Manager

**Caption:**

**OTHER BUSINESS**
Receive Presentation from Police Chief Zachary Flores and Hidell & Associates Architect Aaron Babcock on the Initial Concept for the Sherman Police Department Headquarters

**Issue:**

A presentation on the Police Department's initial concept for its new headquarters

**Background:**

At the direction of City Council, Mr. Babcock has been working with City staff to develop a conceptual design and layout for a new police department headquarters. This will be his initial presentation to the Council.

**Origination:**

City Manager
Chief of Police

**Financial Consideration:**

There is no financial impact associated with this presentation.

**Staff Recommendation:**

This presentation is mostly informative; however input will be sought by Mr. Babcock in reference to certain design elements.

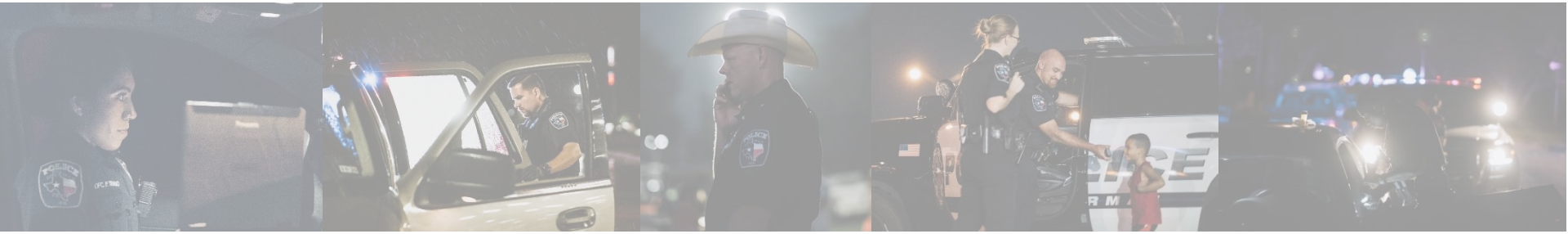
**Alternatives:**

None

**Attachments**

Sherman Police HQ Concept Plan Presentation

# City Council Review Session



## SHERMAN POLICE HEADQUARTERS

**Concept Presentation**
**1.19.2021**

PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

# AGENDA

## FACILITY ORGANIZATION

### REVIEW BUILDING COMPONENTS

- *TRADITIONAL LAYOUT*
- *PROPOSED LAYOUT – LESSONS LEARNED FROM TOURS*

### SITE REVIEW

- *EXISTING SITE CONDITIONS*
- *CONCEPTUAL SITE LAYOUT*

### FLOOR PLAN REVIEW

- *CONCEPTUAL FLOOR PLAN LAYOUT*

## ARCHITECTURAL STYLE – ESTABLISH A VISION

### REVIEW MUNICIPAL ARCHITECTURAL STYLES

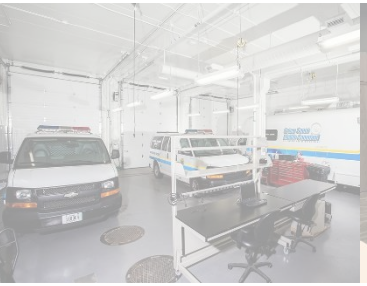
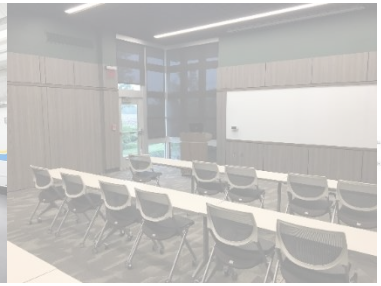
- *TRADITIONAL*
- *CURRENT TRENDS*
- *TIMELESS ELEMENTS*
- *SHERMAN ARCHITECTURE*

## PROJECT TIMELINE

### REVIEW DESIGN AND CONSTRUCTION MILESTONES

- *PROPOSED PROJECT SCHEDULE*

# FACILITY ORGANIZATION

## SHERMAN POLICE HEADQUARTERS

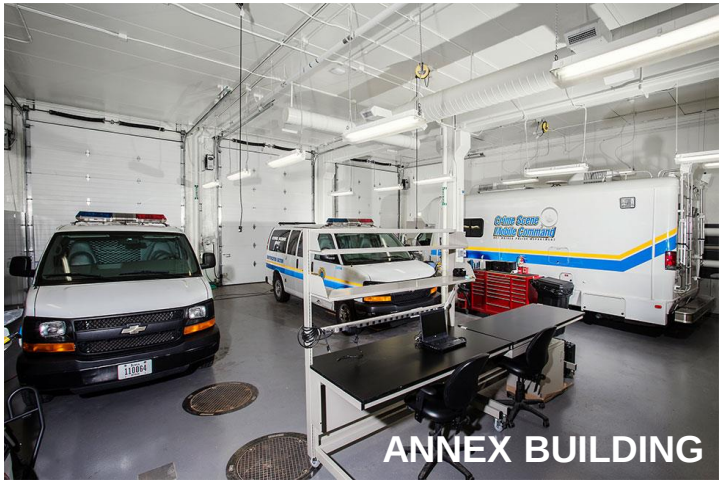
Sherman
CLASSIC TOWN. BROAD HORIZON.

## NEW POLICE FACILITY ORGANIZATION

MAIN BUILDING

**LESSONS LEARNED FROM TOURS**

- *COLLEGE STATION POLICE DEPARTMENT*
- *TOWN OF PROSPER POLICE DEPARTMENT*
- *RICHARDSON POLICE DEPARTMENT*
- *WAXAHACHIE POLICE DEPARTMENT*
- *DFW POLICE DEPARTMENT*


ANNEX BUILDING

SECURE PARKING

## NEW POLICE FACILITY ORGANIZATION

### TRADITIONAL FACLITY LAYOUT

### MAIN FACILITY

- ADMINISTRATION
- CRIMINAL INVESTIGATIONS
- LOCKER ROOM
- MEETING ROOM
- BREAK ROOM
- CRIME LAB
- RECORDS
- EVIDENCE
- DISPATCH
- TRAINING ROOM
- LOBBY
- SPECIAL INVESTIGATIONS
- SWAT READY ROOM

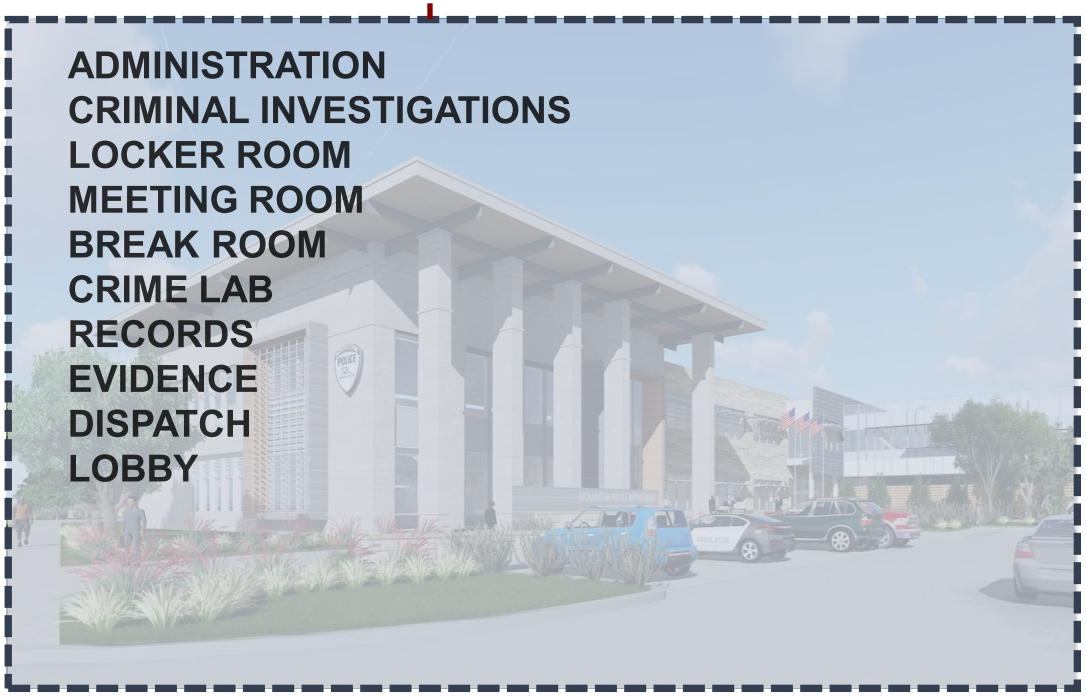
### ANNEX FACILITY

- EQUIPMENT STORAGE
- VEHICLE PROCESSING

## NEW POLICE FACILITY ORGANIZATION

### SHERMAN PD CONCEPT

### MAIN FACILITY



- ADMINISTRATION
- CRIMINAL INVESTIGATIONS
- LOCKER ROOM
- MEETING ROOM
- BREAK ROOM
- CRIME LAB
- RECORDS
- EVIDENCE
- DISPATCH
- LOBBY

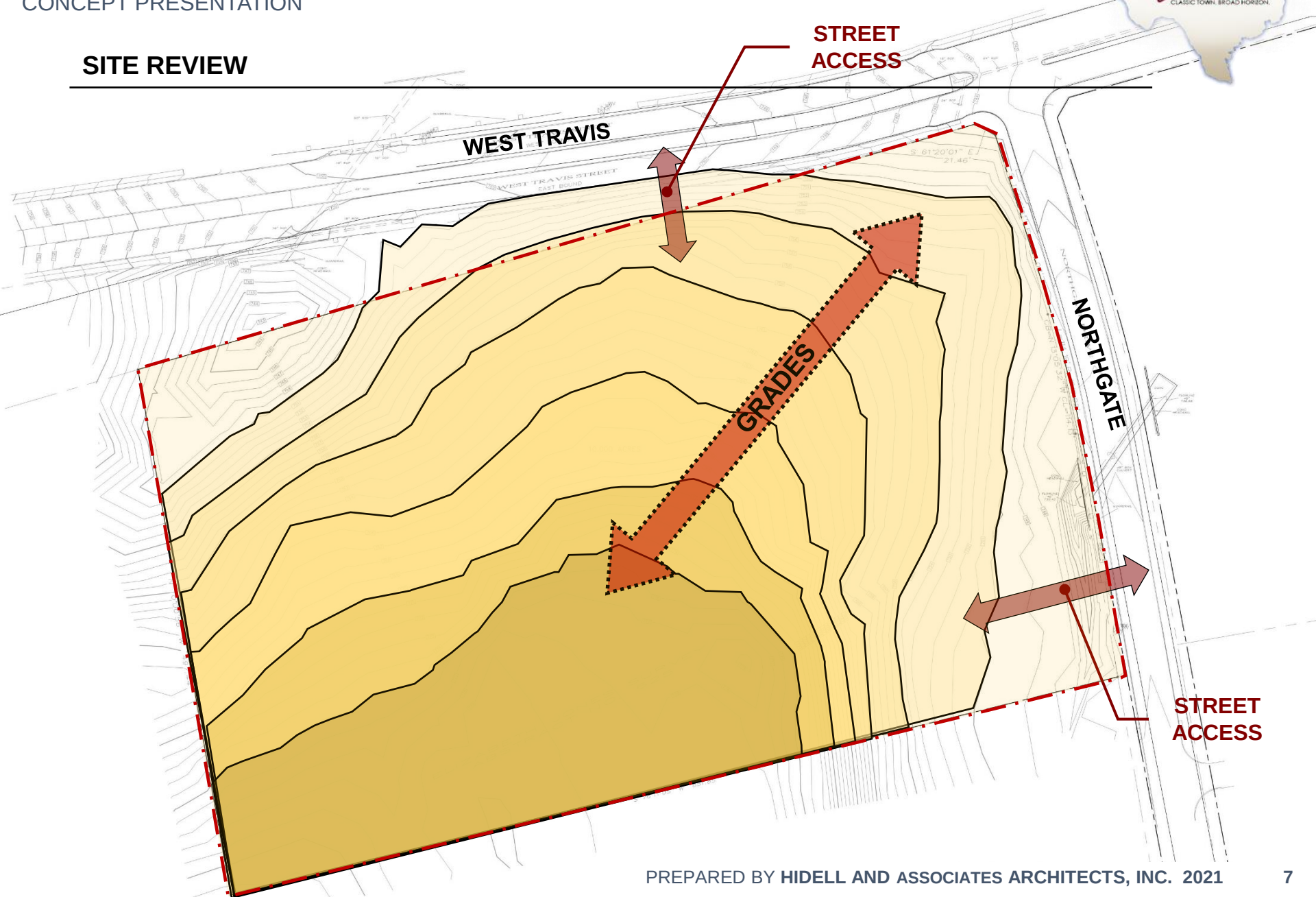
### ANNEX FACILITY

- EQUIPMENT STORAGE
- VEHICLE PROCESSING
- SWAT READY ROOM
- SPECIAL INVESTIGATIONS
- TRAINING ROOM

# SHERMAN POLICE FACILITY HEADQUARTERS

CONCEPT PRESENTATION

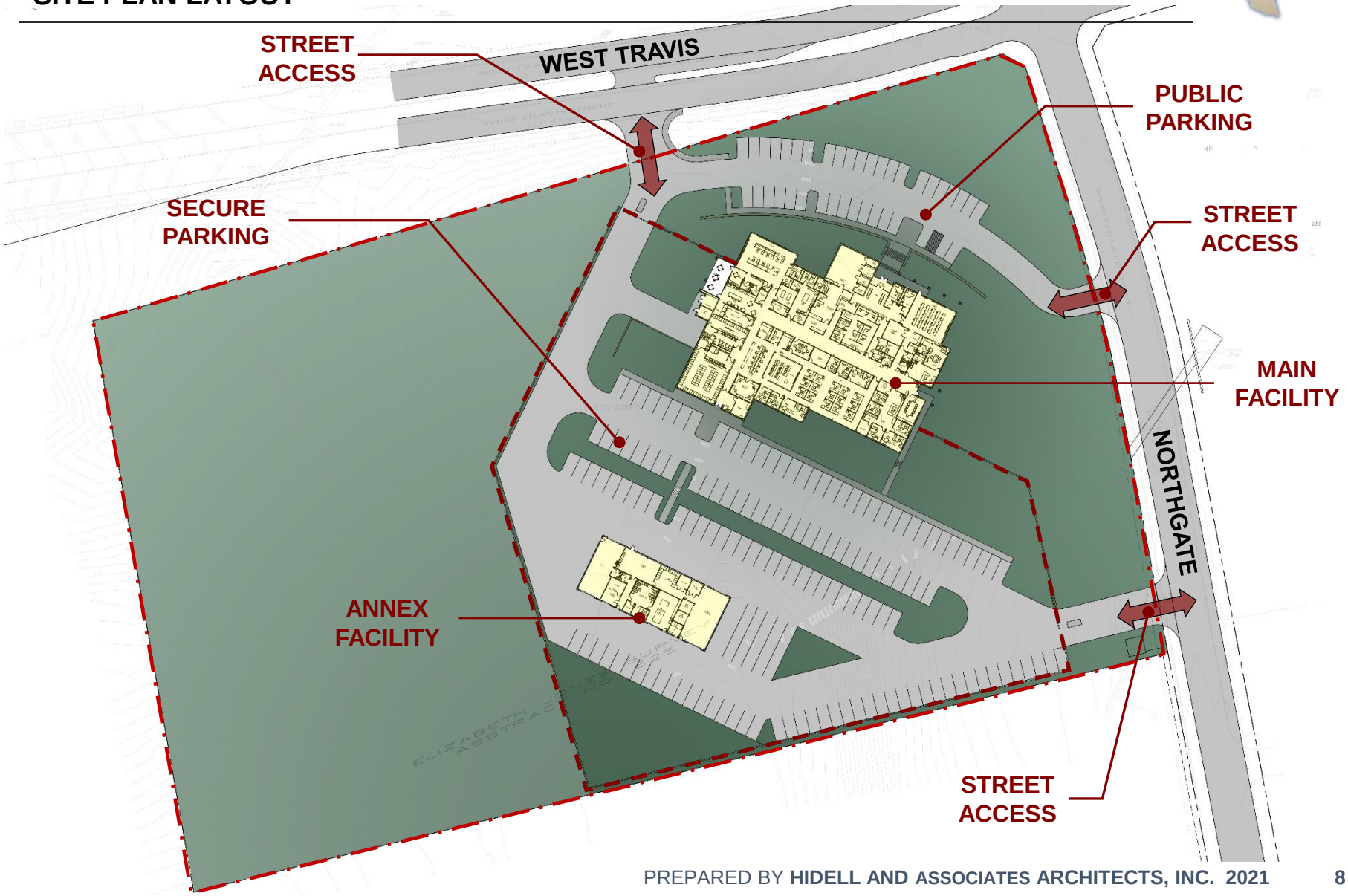
## SITE REVIEW



# SHERMAN POLICE FACILITY HEADQUARTERS

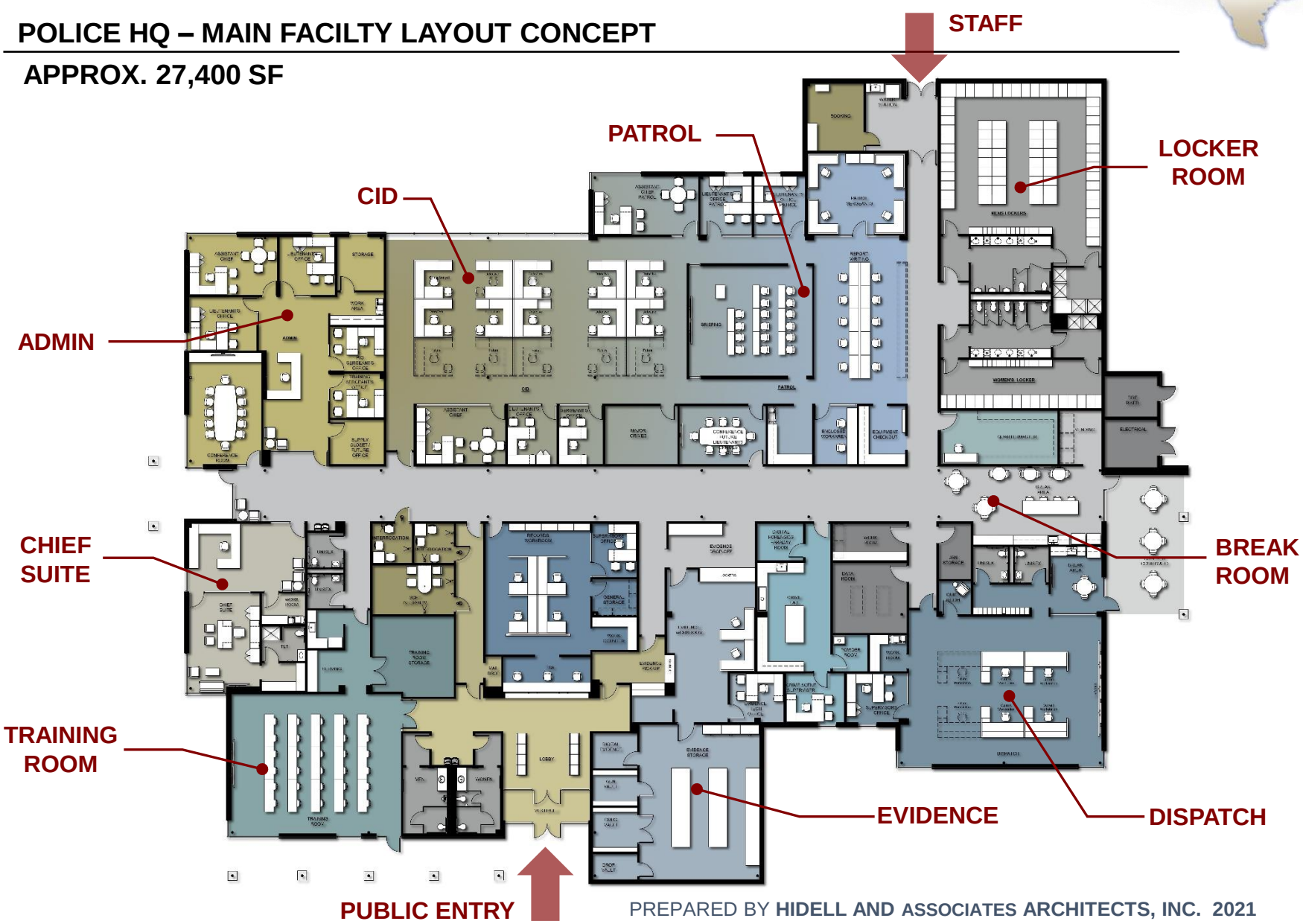
CONCEPT PRESENTATION

## SITE PLAN LAYOUT



## POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

**APPROX. 27,400 SF**



## POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

KEY PLAN

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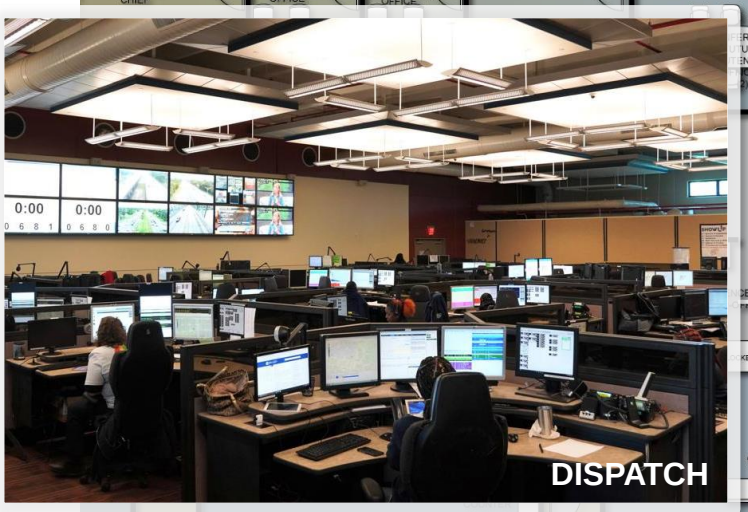
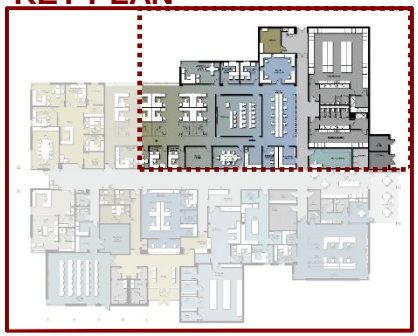


KEY PLAN

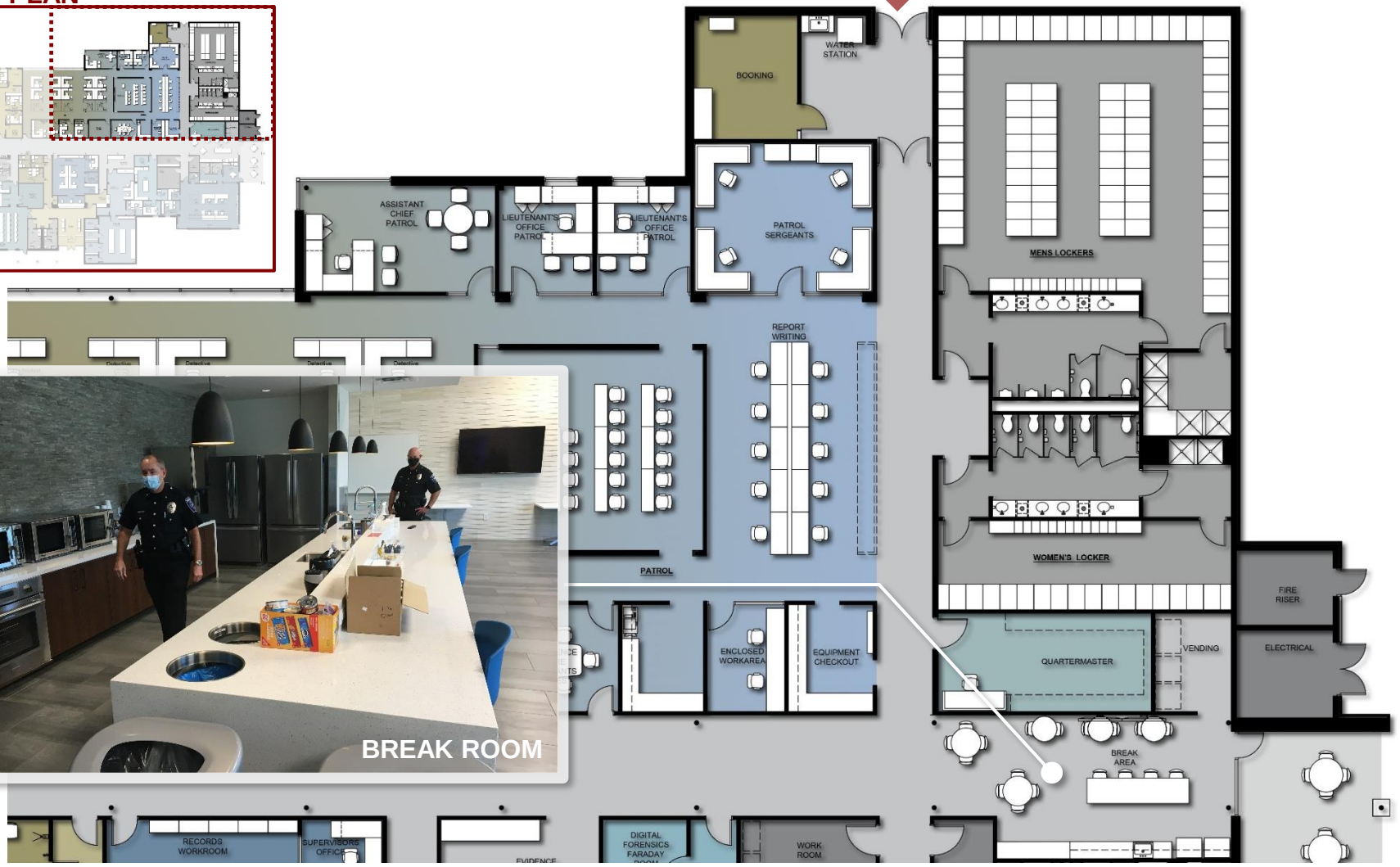
## POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

STAFF ENTRY

KEY PLAN



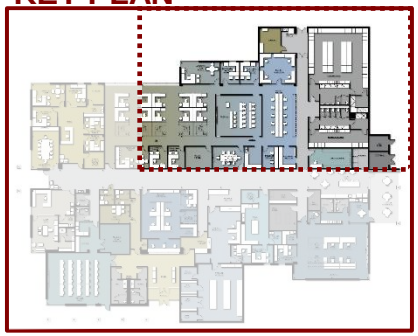


## POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

STAFF ENTRY

KEY PLAN



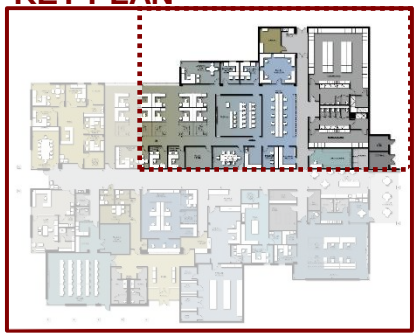
BOOKING
WATER STATION
ASSISTANT CHIEF PATROL
LIEUTENANT'S OFFICE PATROL
LIEUTENANT'S OFFICE PATROL
PATROL SERGEANTS
MEN'S LOCKERS
REPORT WRITING
PATROL
WOMEN'S LOCKER
FIRE RISER
ELECTRICAL
ENCLOSED WORKAREA
EQUIPMENT CHECKOUT
QUARTERMASTER
VENDING
BREAK AREA
RECORDS WORKROOM
SUPERVISORS OFFICE
DIGITAL FORENSICS FARADAY
WORK ROOM

# SHERMAN POLICE FACILITY HEADQUARTERS

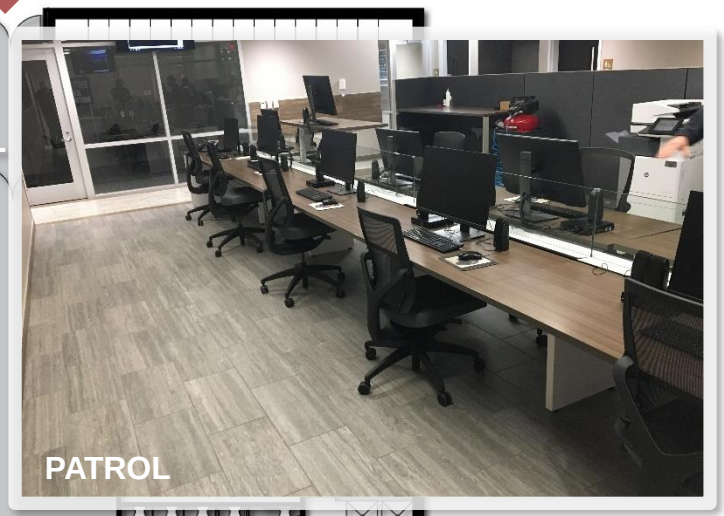
CONCEPT PRESENTATION

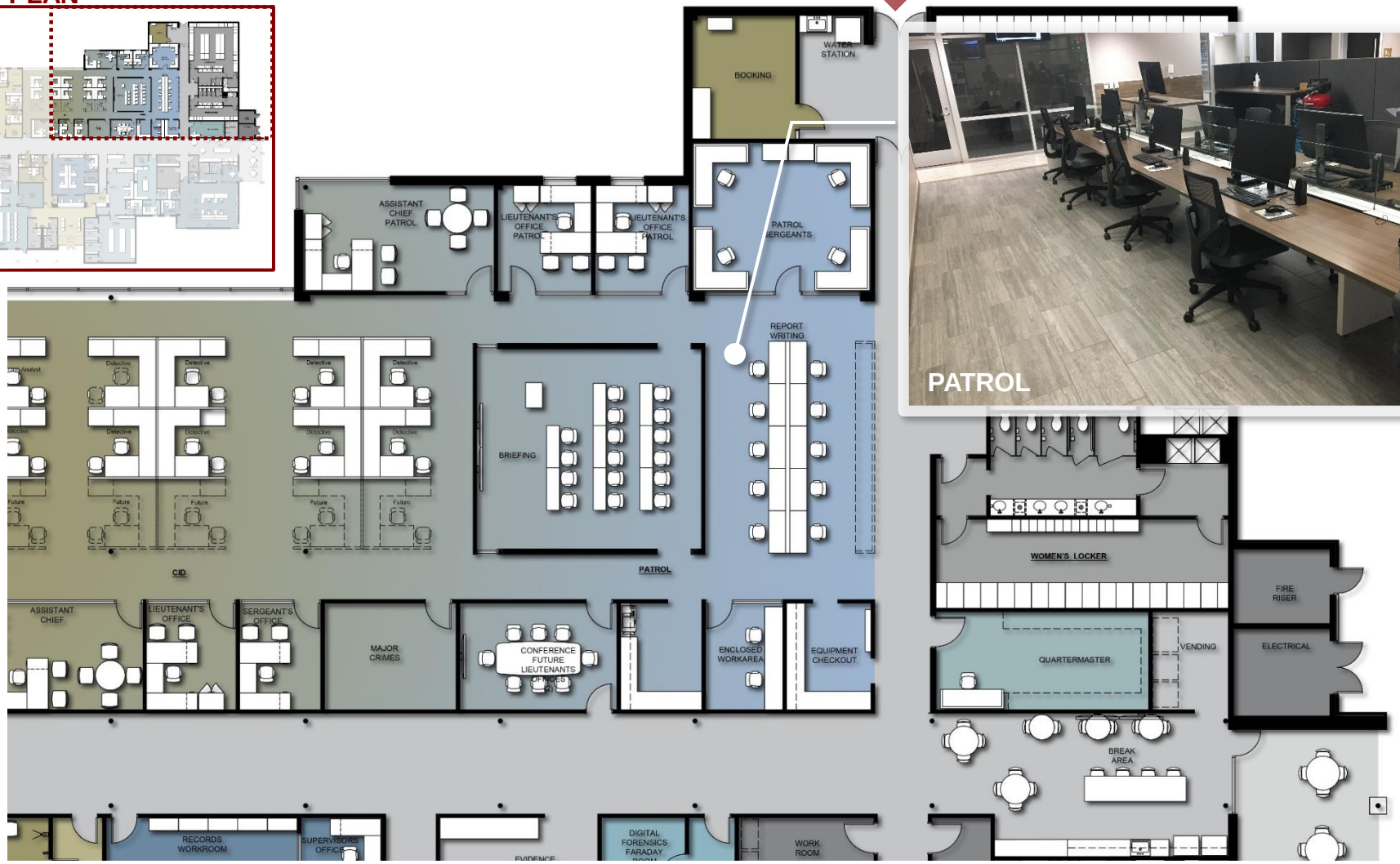
## POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

**KEY PLAN**



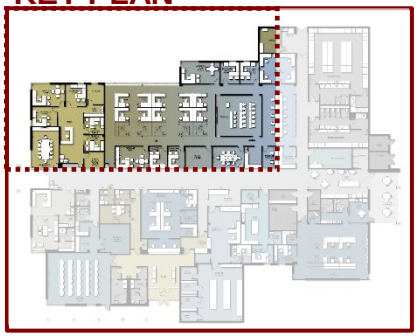
**STAFF ENTRY**

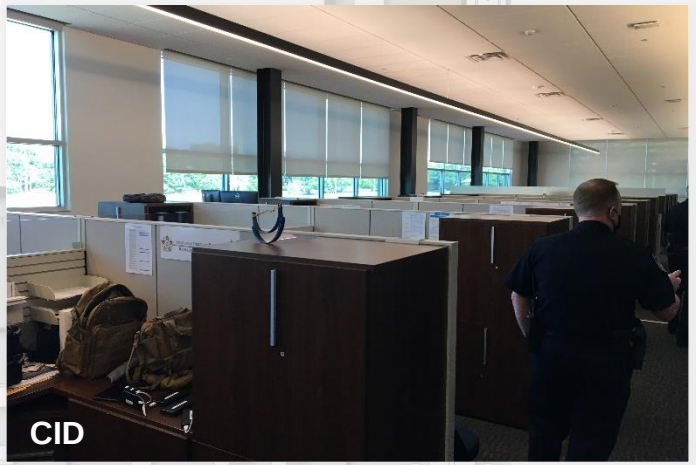


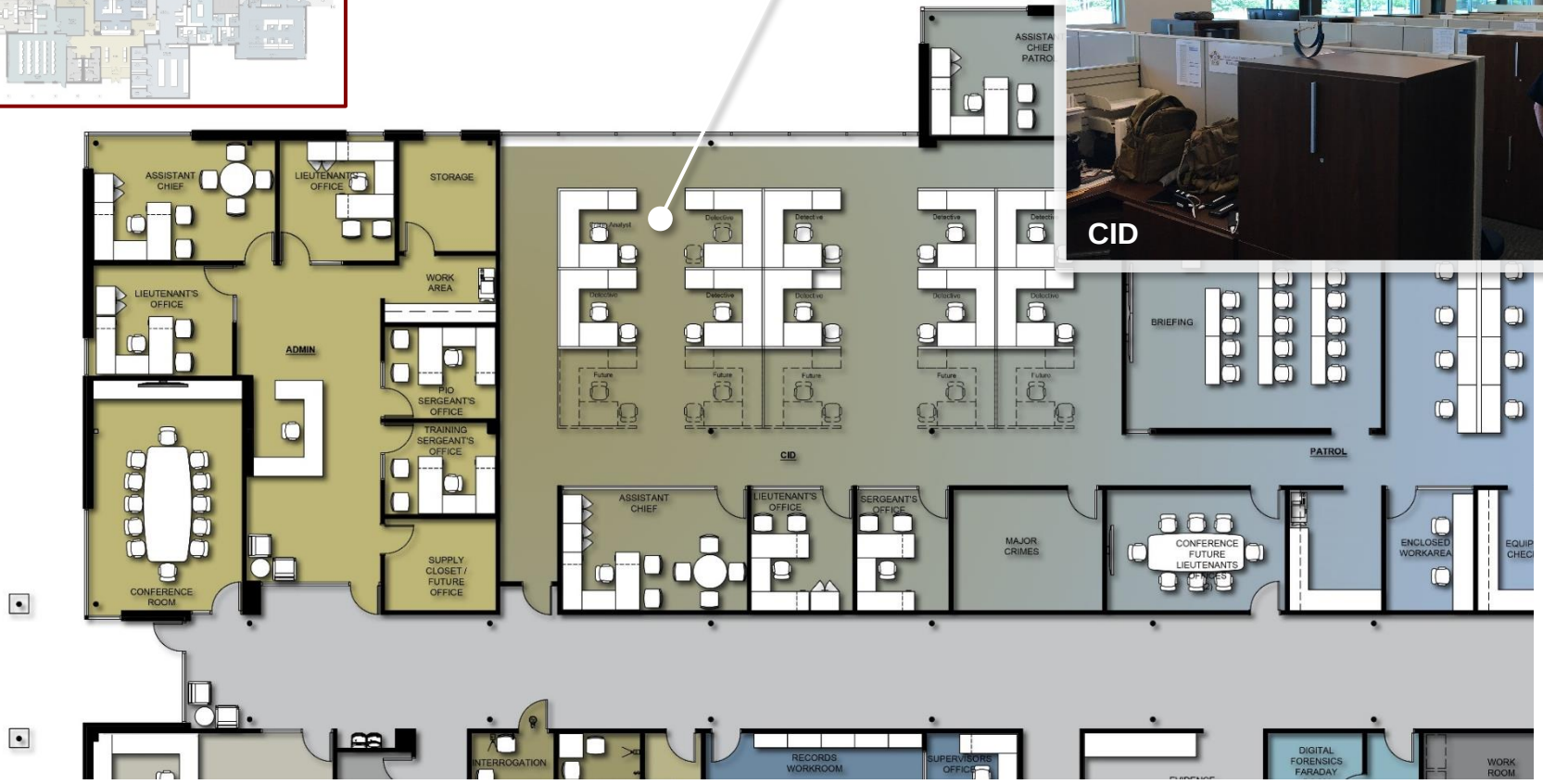



## POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

**KEY PLAN**

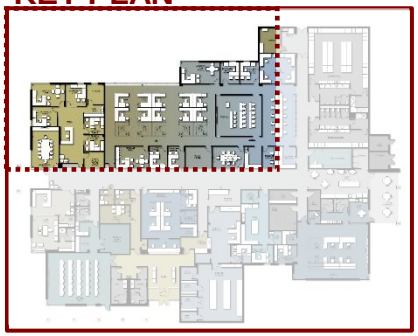




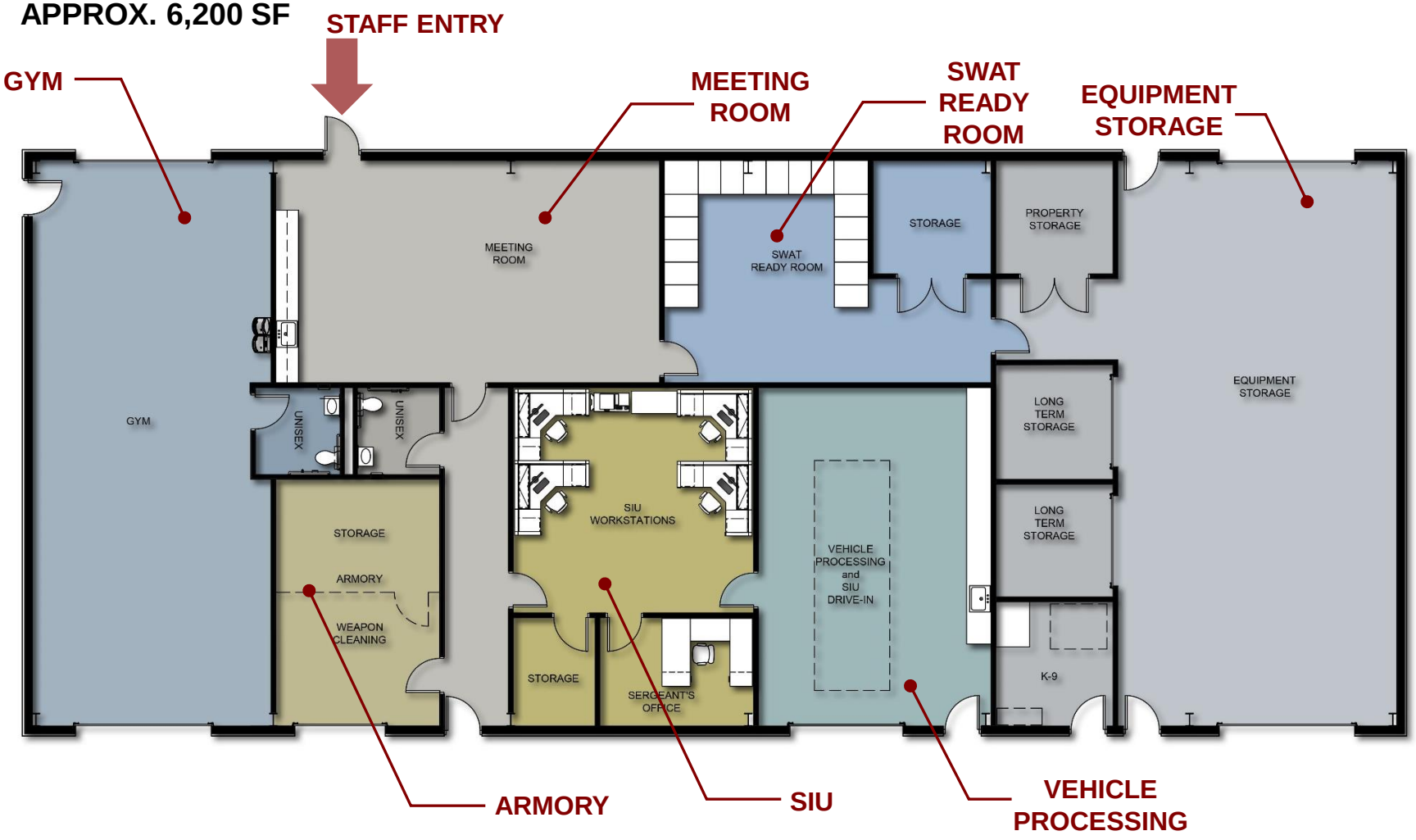
## POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

**KEY PLAN**



## POLICE HQ – ANNEX FACILTY LAYOUT CONCEPT

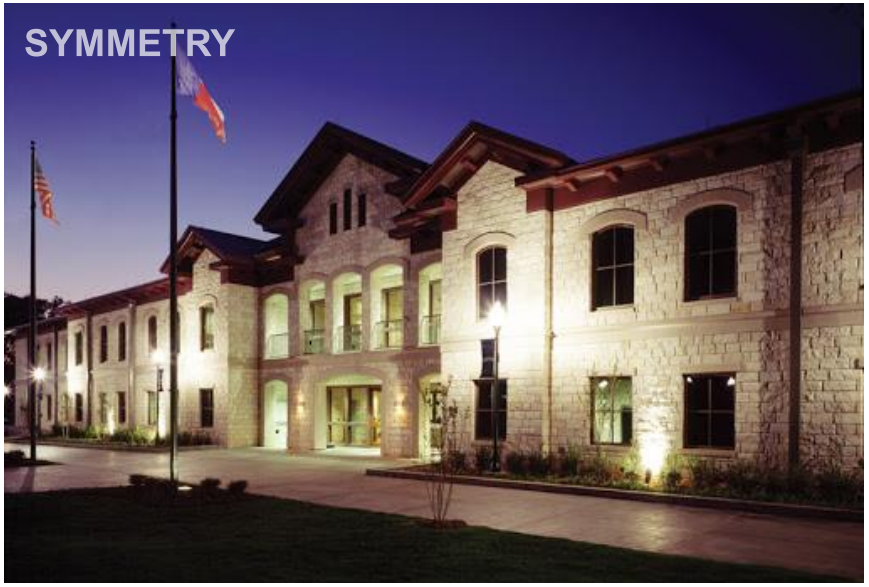
**APPROX. 6,200 SF**



# ARCHITECTURAL STYLE – ESTABLISH A VISION

## SHERMAN POLICE HEADQUARTERS

## MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION



**TRADITIONAL STYLE**

## MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION

**CURRENT TRENDS**

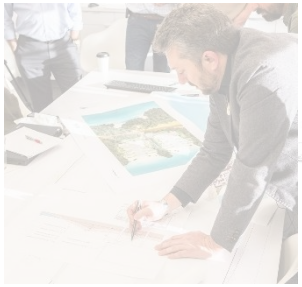
## MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION

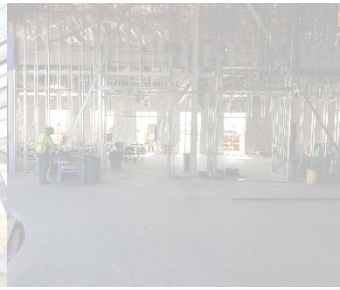
# TIMELESS ELEMENTS

## MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION

**SHERMAN ARCHITECTURE**

# PROJECT TIMELINE

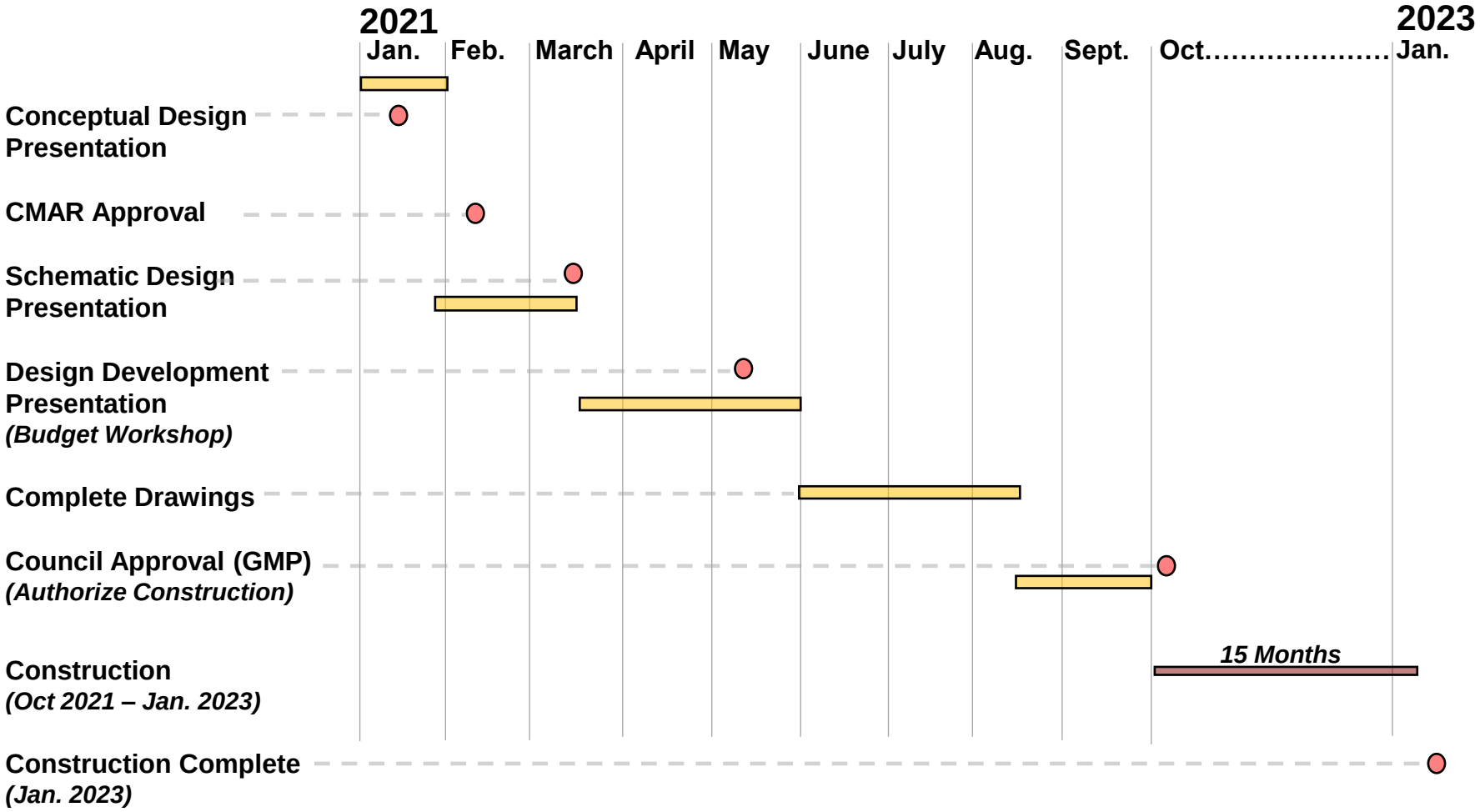




## SHERMAN POLICE HEADQUARTERS

# PROJECT TIMELINE

## FACILITY ORGANIZATION



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **G. 2.**

**Meeting Date:** 01/19/2021

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**OTHER BUSINESS**

Receive Presentation from City Manager Robby Hefton regarding potential debt issuance

**Issue:**

To receive a presentation from City Manager Robby Hefton regarding potential debt issuance

**Background:**

There are several projects and infrastructure needs currently in planning and design phases that will require direction from the Council regarding timing of construction. Among them are projects like the Police Department Headquarters (PDH), various thoroughfares related to Planned Developments, and parks improvements. Some of these projects, such as Planned Development thoroughfares, are more time sensitive, while others are not tied to the timing of other development (such as the PDH and parks improvements).

Current debt rates, both bonds and shorter-term Tax Notes, are very favorable, and in fact are at historic lows. There is an opportunity to issue debt for some of the above-mentioned projects to potentially save millions in costs over the term of the debt if the debt is issued now.

A recent article in the January 13 edition of the Wall Street Journal noted that there is concern in the market that the presence of Democratic control in all three branches of US government points toward increased government spending. Increased government spending would typically cause inflationary pressures and increases in interest rates. In fact, in November just after the election, interest rates rose slightly already. While there is no way currently to project when or to what extent interest rates may rise, the conditions for increases in tax-exempt borrowing rates are changing.

Staff is seeking Council input on the timing of debt issuance in light of the current bond market and recent economic and political changes.

**Origination:**

City Manager Robby Hefton

**Financial Consideration:**

This agenda item has no financial impact.

**Staff Recommendation:**

This presentation is for informational purposes only; and the Council need take no action.

**Alternatives:**

None

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**Attachments**

WSJ Article

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# Municipal Borrowing At Highest Since 2010

By Heather Gillers

Municipal-bond issuance in 2020 was the highest in a decade, reflecting the collapse of interest rates and the increased costs cities and state governments are facing from Covid-19 shutdowns.

Bonds for new projects reached $252 billion last year, according to Refinitiv, a small increase from the previous year and the highest since 2010, when a federal incentive program helped push the total above $270 billion. The new borrowing drove the total amount of outstanding muni debt above $3.9 trillion for the first time since 2013, according to the Federal Reserve data from the third quarter.

The muni-issuance boom is unlikely to abate as cash-strapped local governments struggle to make up for ongoing Covid-19-related shortfalls and pay back old debts.

Despite the increase in availability of muni bonds, investor demand remains strong. Central-bank rate cuts have left investors clamoring for yield. Muni-bond investments produced steady returns last year in a low-interest rate environment.

"There's no yield anywhere so munis are still attractive on a relative basis," said Jon Barasch, director of municipal evaluations at financial analytics company ICE Data Services.

The Federal Reserve's commitment to low rates suggests the cycle of investors buying bonds to get much-needed yield and municipalities issuing debt to get much-needed cash or refinancing to cut borrowing costs is set to continue for the long haul.

Yields on 10-year tax-ex-

*Please turn to page A2*

tentious. He sued several [illegible] libel, including Wall Street [illegible] *contributed to this article.*

# *Municipal Borrowing Increases*

*Continued from Page One*

empt munis fell by about half to 0.68% at the beginning of 2021 from 1.37% a year earlier, according to ICE Data Services' Muni Yield Curve.

While states' pandemic-related revenue shortfalls weren't the worst-case scenarios, they still left a considerable hole in stretched state budgets. Moody's Analytics pegged last month the combined financial shock of the pandemic to states at $224 billion after factoring in state budget data from the fiscal year ended in June.

The Federal Reserve measures propped up the municipal market in the early days of the pandemic when bond issuance cratered and some local governments temporarily lost access to borrowing during the marketwide upheaval that followed initial lockdowns in March. The upheaval was short-lived, ending after the Federal Reserve stepped in.

As yields fell, many state and local governments opted to issue taxable debt, finding it affordable to pay even the higher yields demanded by muni bond holders when their interest payments aren't eligible for federal income-tax exemptions. Proceeds from taxable bonds aren't subject to the same rules as tax-exempt debt, allowing some governments to use the borrowed money to plug budget gaps, for example.

Alongside the drop in yields, another factor driving the borrowing later in the year was that yield-hungry investors were willing to accept less interest from lower-rated borrowers relative to what they demanded from higher-rated ones, said Chris Johns, who manages close to $1 billion in municipal bonds for Aquila Group of Funds.

"Because of the narrow credit spreads, you have seen a lot of riskier issuers come to market because there's no increase in their borrowing costs," Mr. Johns said.

The total return on the Bloomberg Barclays Municipal Bond Index is 5% since the beginning of 2020, about the average yearly return over the past decade. Muni bond prices fell slightly late last week alongside Treasurys following the outcome of two Georgia Senate runoffs, on expectations that a higher-spending government will bring growth and inflation to the U.S. economy.

The outcome of the races also raised long-term hopes for state and local government creditworthiness as Democratic Party control of both houses of Congress improves prospects for additional Covid-19-related aid.

Congress authorized $150 billion in aid to state and local governments in the first round of stimulus to cover costs related to Covid-19 in the spring. Local governments didn't receive any direct aid in the most recent package.

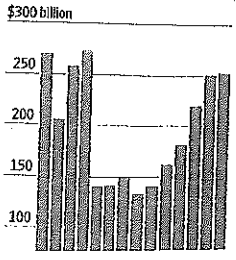
Wisconsin capital finance director David Erdman said that state ended up with more money than expected. "Our revenues were down slightly but we still were above what we budgeted for," he said.

Wisconsin issued $1.3 billion in taxable debt in 2020, the most since 2003, Mr. Erdman said. The state's main goal was to refinance debt early to take advantage of 2020's low rates. For a tax-exempt refinancing, Wisconsin would have had to wait until the refinancing date set at the original bond issuance, by which point rates might be higher. Total 2020 borrowing was on par with past years, Mr. Erdman said.

The outlook for state and local governments is uncertain as the pandemic rages and the vaccine rollout lags behind expectations. For governments that rely on property-tax revenues, the impact of economic distress typically takes a while to be felt as business closures and other disruptions are factored into property values.

"What's going to be the valuation hit for local governments and how is that going to impact the revenues that they have next year?" asked Mr. Erdman. "Covid is still happening here in 2021."

**Municipal borrowing for new projects**

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"What's going to be the valuation hit for local governments and how is that going to impact the revenues that they have next year?" asked Mr. Erdman. "Covid is still happening here in 2021."

**Municipal borrowing for new projects**

$300 billion

250
200
150
100
50
0

2008 '10 '12 '14 '16 '18 '20

Note: Includes tax-exempt and taxable
Source: Refinitiv

From WSJ

January 13, 2021

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting** **G. 3.**

**Meeting Date:** 01/19/2021

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended December 31, 2020

**Issue:**

To approve the Investment Report for the quarterly period ended December 31, 2020

**Background:**

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of December 31, 2020, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about $9.9 million, a decrease of about $1.5 million from prior quarter of $11.4 million, due to a maturity of a certificate of deposit, a call on an agency security and the purchases of State of Texas political subdivision obligations. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 444 days, down from 460 days from last quarter. The portfolio yield of 1.23% for the quarter is 113 basis points above the benchmark yield of .10%. The portfolio value on the City's books is about $0.5 million below market due to falling market interest rates.

The debt proceeds portfolio balance of $14.1 million was invested in a Local Government Investment Pool and an FDIC insured investment account. Transactions in this portfolio include payments for capital projects and the receipt of interest income. The yield of .16% was above the benchmark yield of .08% for this portfolio. Book value and market value were about the same.

**Origination:**

Finance

**Financial Consideration:**

None

**Staff Recommendation:**

It is recommended that the Council accept the Investment Report as presented.

**Alternatives:**

The Council could offer suggestions for improvement or could request more frequent reporting.

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**Attachments**

Investment Committee Memo with Investment Reports for QE December 31, 2020

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Sherman
CLASSIC TOWN. BROAD HORIZON.

# memorandum

**DATE:** Tuesday, January 12, 2021

**TO:** The City of Sherman Investment Committee
Councilwoman Sandra Melton
Councilwoman Pam Howeth
Robby Hefton, City Manager

**FROM:** Mary Lawrence, Director of Finance

**SUBJECT:** Investment Reports for the Quarter Ended December 31, 2020

Enclosed is a copy of the quarterly investment reports for December 31, 2020. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio market value of about $9.9 million decreased by about $1.5 million from the previous quarter due to maturities of a Certificate of Deposit and a called U.S. Agency Security, offset by purchases of State of Texas political subdivision obligations. The underlying investments were adequately diversified among four different types of securities. The portfolio's weighted-average maturity of about 444 days decreased from 460 days last quarter. The portfolio yield of 1.23% was 113 basis points above our benchmark 1-year Constant Maturity Treasury Index of 0.10%. Book value of $9.8 million was about $0.5 million below market value due to falling market interest rates.

The debt proceeds portfolio balance of $14.1 million had decreased by about $1.2 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool and an FDIC insured investment account. The portfolio's weighted-average maturity of 1 day is the same as last quarter. The portfolio yield of 0.16% was 8 basis points above the benchmark yield for this portfolio, the 4-week Constant Maturity Index, of 0.08%. Book value was the same as market value.

The investment reports will be on the January 19, 2021 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
*For the Quarter Ending December 31, 2020*

| Total Portfolio Summary | Current Quarter 12/31/2020 | Prior Quarter 9/30/2020 | Change From Prior Quarter |
|---|---|---|---|
| Book Value | $ 9,829,066 | $ 11,364,928 | $ (1,535,862) |
| Market Value | $ 9,879,462 | $ 11,428,915 | $ (1,549,453) |
| Weighted Average Maturity - Days | 444 | 460 | (16) |
| Weighted Average Yield | 1.23% | 1.31% | -0.08% |
| Earned Income | $ 36,458 | $ 40,617 | $ (4,159) |
| Earned Income - Year-to-Date | $ 36,458 | $ 205,565 | $ (169,107) |

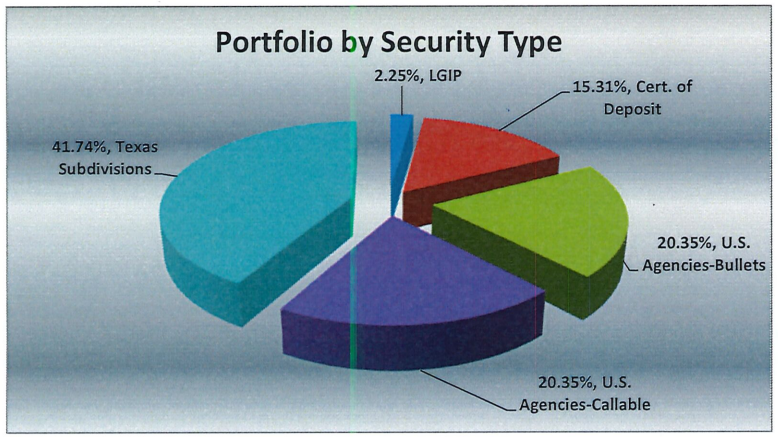
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

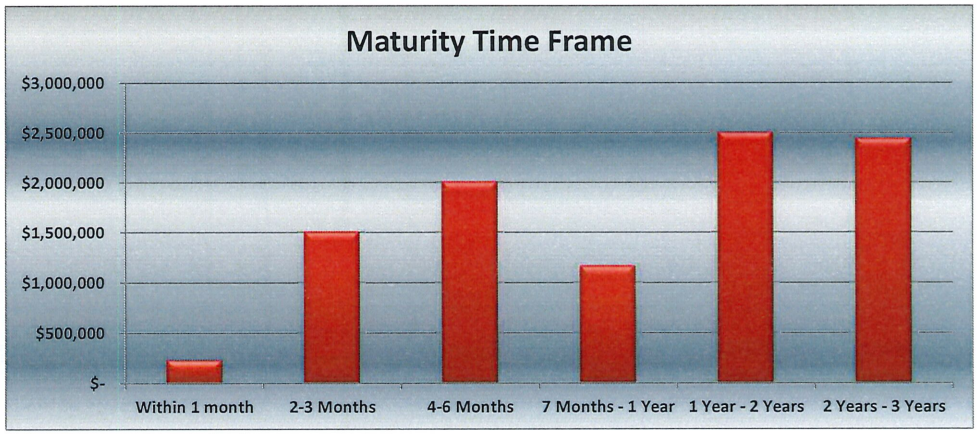
As of December 31, 2020, the City's portfolio had a book value of $9.8 million, with a market value of approximately $9.9 million. Of this amount, approximately $0.2 million was held in Local Government Investment Pools (LGIP), $1.5 million was held in Certificates of Deposit (CD), $4.0 million was held in U.S. Agency Securities and $4.1 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by $1.5 million from the previous quarter due to $1.5 million in maturities of Certificates of Deposit and $1.0 million in called U.S. Agency Securities, offset by purchases of $1.0 million in State of Texas political subdivision obligations.

The weighted average yield of the portfolio was 1.23%, which is 113 basis points above the 1-year Constant Maturity Treasury Index of 0.10% and 8 basis points below the previous quarter.

The weighted average maturity of the portfolio decreased from 460 days at September 30, 2020 to 444 days at December 31, 2020.




Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Investments Outstanding**
***As of 12/31/2020***

| CUSIP | Settlement Date | Security Type | Security Description | CPN Rate | Maturity Date | Credit Rating | Par Value | Purchase Price | Original Cost | Book Value | Market Price | Market Value | Days to Maturity | YTM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Tex-Pool | | LGIP | TexPool | | | AAAm | $ 54,922 | 100.00 | $ 54,922 | $ 54,922 | 100.00 | $ 54,922 | 1 | 0.12% |
| TexStar | | LGIP | TexSTAR | | | AAAm | 166,080 | 100.00 | 166,080 | 166,080 | 100.00 | 166,080 | 1 | 0.09% |
| CD 197679947 | 5/28/2020 | CD | Simmons Bank | 0.70% | 5/29/2021 | | 1,500,000 | 100.00 | 1,500,000 | 1,505,298 | 100.00 | 1,505,298 | 149 | 0.70% |
| 6678257C1 | 12/4/2019 | Texas Subdivision | Northwest TX ISD Ref | 5.00% | 2/15/2021 | AA+ | 500,000 | 103.92 | 519,580 | 502,044 | 100.52 | 502,575 | 46 | 1.68% |
| 3134GSFE0 | 2/27/2018 | Agency Bullet | FHLMC | 2.50% | 2/26/2021 | AA+ | 1,000,000 | 100.00 | 1,000,000 | 1,000,000 | 100.35 | 1,003,540 | 57 | 2.50% |
| 64542WAX8 | 6/14/2019 | Texas Subdivision | New Hope Cultrl Edu TX A&M Univ | 1.81% | 4/1/2021 | AA+ | 500,000 | 99.50 | 497,500 | 499,652 | 100.32 | 501,605 | 91 | 2.09% |
| 8800644Z0 | 9/10/2020 | Texas Subdivision | City of Temple, TX CO | 3.00% | 8/1/2021 | AA+ | 250,000 | 102.45 | 256,118 | 254,002 | 101.64 | 254,103 | 213 | 0.25% |
| 926293YY1 | 3/20/2020 | Texas Subdivision | City of Victoria, TX Ref | 4.00% | 8/15/2021 | AA+ | 100,000 | 102.68 | 102,681 | 101,195 | 102.36 | 102,363 | 227 | 2.05% |
| 34679RNB1 | 6/6/2017 | Texas Subdivision | Fort Bend Co TX MUD #23-A | 2.00% | 9/1/2021 | A3 | 500,000 | 101.43 | 507,125 | 501,121 | 101.09 | 505,465 | 244 | 1.65% |
| 41420QGV4 | 3/17/2020 | Texas Subdivision | Harris Cnty TX MUD #400 | 3.00% | 9/1/2021 | AA+ | 300,000 | 101.53 | 304,590 | 301,340 | 100.19 | 300,555 | 244 | 2.75% |
| 549188UJ7 | 6/25/2019 | Texas Subdivision | City of Lubbock TX Txbl-Ref | 2.32% | 2/15/2022 | AA+ | 500,000 | 101.00 | 504,985 | 502,125 | 102.23 | 511,165 | 411 | 1.93% |
| 3134GBRT1 | 6/29/2017 | Agency Bullet | FHLMC | 2.00% | 6/29/2022 | AAA | 1,000,000 | 100.00 | 1,000,000 | 1,000,000 | 102.81 | 1,028,092 | 545 | 2.00% |
| 3134GVZT8 | 6/30/2020 | Agency Callable | FHLMC | 0.35% | 11/28/2022 | AA+ | 1,000,000 | 100.00 | 1,000,000 | 1,000,000 | 100.03 | 1,000,309 | 697 | 0.35% |
| 3135G05B5 | 6/25/2020 | Agency Callable | FNMA | 0.45% | 6/30/2023 | AA+ | 1,000,000 | 100.00 | 1,000,000 | 1,000,000 | 100.01 | 1,000,100 | 911 | 0.45% |
| 448474TM8 | 12/17/2020 | Texas Subdivision | City of Hutto, TX Ref Series B | 2.00% | 8/1/2023 | AA+ | 400,000 | 104.17 | 416,676 | 416,429 | 104.10 | 416,396 | 943 | 0.40% |
| 340405MW6 | 12/22/2020 | Texas Subdivision | City of Floresville TX Elec Light Ref | 4.00% | 8/15/2023 | AA+ | 525,000 | 109.30 | 573,841 | 573,431 | 109.42 | 574,450 | 957 | 0.46% |
| 413946PC2 | 6/25/2020 | Texas Subdivision | Harris Cnty TX MUD #278 Ref | 4.00% | 9/1/2023 | AA+ | 420,000 | 108.17 | 457,439 | 451,428 | 107.73 | 452,445 | 974 | 1.14% |
| **Total** | | | | | | | **$ 9,716,002** | | **$ 9,861,536** | **$ 9,829,066** | | **$ 9,879,462** | | |

Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Market Value Summary**
***As of 12/31/2020***

| CUSIP | Settle Date | Security Description | Maturity Date | Market Value 9/30/2020 | Change in Market Value | Market Value 12/31/2020 |
|---|---|---|---|---|---|---|
| Tex-Pool | | TexPool | | $ 54,906 | $ 16 | $ 54,922 |
| TexStar | | TexSTAR | | 166,041 | 39 | 166,080 |
| CD 197679947 | 2/27/2019 | Simmons Bank | 5/27/2021 | 1,502,647 | 2,651 | 1,505,298 |
| CDARS 1023150735 | 10/23/2019 | Simmons Bank | 10/22/2020 | 1,518,160 | (1,518,160) | - |
| 6678257C1 | 12/4/2019 | Northwest TX ISD | 2/15/2021 | 507,005 | (4,430) | 502,575 |
| 3134GSFE0 | 2/27/2018 | FHLMC | 2/26/2021 | 1,009,635 | (6,095) | 1,003,540 |
| 64542WAX8 | 6/14/2019 | New Hope Cultrl Edu TX A&M Univ | 4/1/2021 | 503,805 | (2,200) | 501,605 |
| 8800644Z0 | 9/10/2020 | City of Temple, TX CO | 8/1/2021 | 255,720 | (1,618) | 254,103 |
| 926293YY1 | 3/20/2020 | City of Victoria Ref | 8/15/2021 | 103,362 | (999) | 102,363 |
| 34679RNB1 | 6/6/2017 | Fort Bend Co TX MUD #23-A | 9/1/2021 | 507,380 | (1,915) | 505,465 |
| 41420QGV4 | 3/17/2020 | Harris Cnty TX MUD #400 | 9/1/2021 | 300,594 | (39) | 300,555 |
| 549188UJ7 | 6/25/2019 | City of Lubbock TX Txbl-Ref | 2/15/2022 | 511,470 | (305) | 511,165 |
| 3134GBRT1 | 6/29/2017 | FHLMC | 6/29/2022 | 1,031,876 | (3,784) | 1,028,092 |
| 3134GVZT8 | 6/30/2020 | FHLMC | 11/28/2022 | 1,000,390 | (81) | 1,000,309 |
| 31422BB74 | 6/2/2020 | FAMACA | 6/2/2023 | 1,000,182 | (1,000,182) | - |
| 3135G05B5 | 6/25/2020 | FNMA | 9/1/2023 | 1,000,080 | 20 | 1,000,100 |
| 340405MW6 | 12/22/2020 | City of Floresville TX Electr | 8/15/2023 | - | 574,450 | 574,450 |
| 448474TM8 | 12/17/2020 | City of Hutto, TX GO | 8/1/2023 | - | 416,396 | 416,396 |
| 413946PC2 | 6/25/2020 | Harris Cnty TX MUD #278 GO | 9/1/2023 | 455,662 | (3,217) | 452,445 |
| **Total** | | | | **$11,428,915** | **$ (1,549,453)** | **$ 9,879,462** |

Sherman
CLASSIC TOWN. BROAD HORIZON.

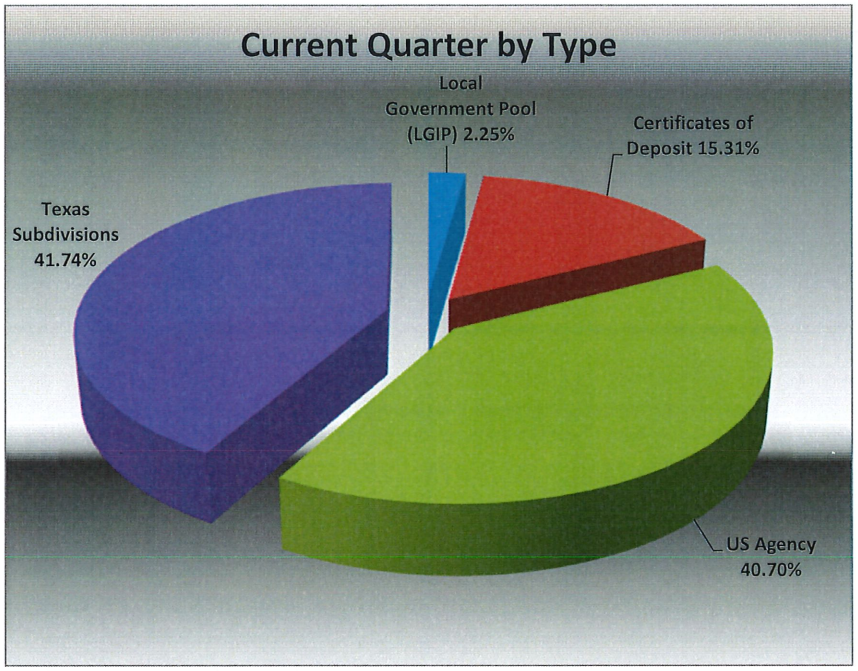
**CITY OF SHERMAN, TX**
**Investment Transaction Report**
***As of 12/31/2020***

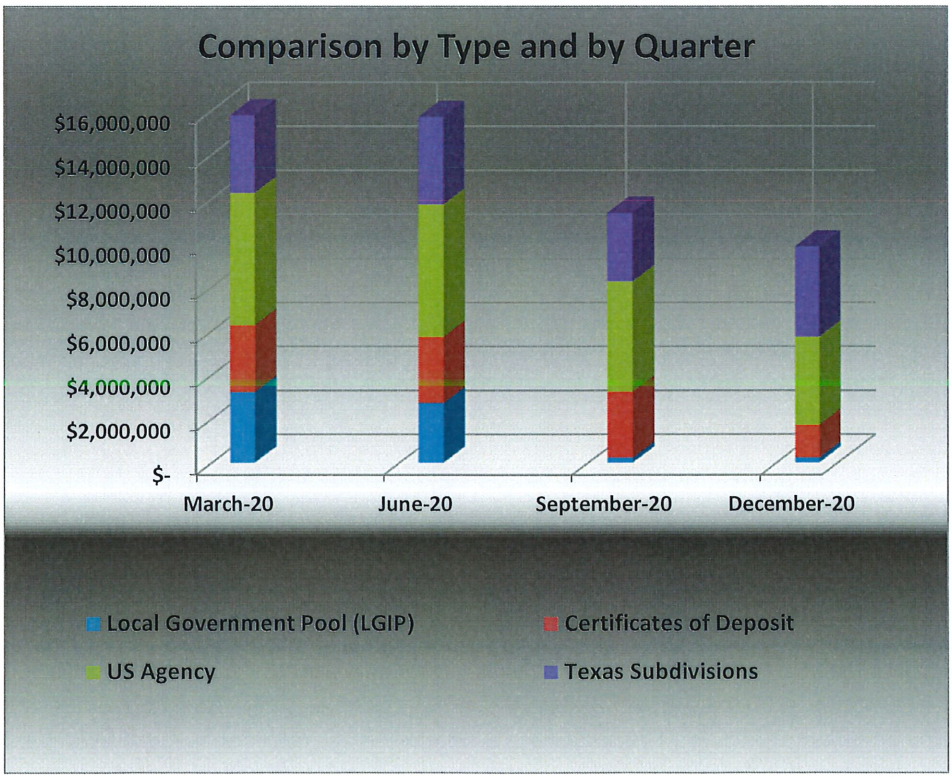
| Trade Date | Settle Date | CUSIP | Security Description | Coupon | Maturity Date | Call Date | Par Value | Principal Amount | Interest Purchased/ Received | Total Amount | YTM |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Maturities & Calls*** | | | | | | | | | | | |
| | 10/22/2020 | 102157035 | CDARS | 1.75% | 10/22/2020 | | $1,500,000 | $ 1,500,000 | $ 8,247 | $ 1,508,247 | 1.76% |
| | 12/2/2020 | 31422BB74 | FAMACA | 0.48% | 6/2/2023 | 12/2/2020 | 1,000,000 | 1,000,000 | 2,400 | 1,002,400 | 0.48% |
| ***Purchases*** | | | | | | | | | | | |
| | 12/17/2020 | 448474TM8 | City of Hutto, TX GO | 2.00% | 8/1/2023 | | 400,000 | 416,676 | - | 416,676 | 0.40% |
| | 12/22/2020 | 340405MW6 | City of Floresville Tx Elect | 4.00% | 8/15/2023 | | 525,000 | 573,841 | - | 573,841 | 0.46% |
| ***Income Payments*** | | | | | | | | | | | |
| | 12/31/2020 | TexPool | LGIP | 0.12% | | | | | 16 | 16 | 0.12% |
| | 12/31/2020 | TexStar | LGIP | 0.09% | | | | | 39 | 39 | 0.09% |
| | 11/30/2020 | CD 197679947 | Simmons Bank CD | 0.70% | 5/29/2021 | | | | 2,651 | 2,651 | 0.70% |
| | 10/1/2020 | 6454WAX8 | New Hope Cultrul EDU Tx A&M | 1.81% | 4/1/2021 | | | | 4,515 | 4,515 | 2.09% |
| | 11/28/2020 | 3134GVZT8 | FHLMC | 0.35% | 11/28/2022 | | | | 1,750 | 2,000 | 0.35% |
| | 12/31/2020 | 3135G05B5 | FNMA | 0.45% | 6/30/2023 | | | | 2,250 | 12,500 | 0.45% |
| | 12/29/2020 | 313468BRT1 | Freddie Mac | 2.00% | 6/29/2022 | | | | 10,000 | 10,000 | 2.00% |
| **Total** | | | | | | | | | **$ 31,868** | | |

Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Comparison by Type**
***As of 12/31/2020***

| Cash/Investment Type | Balance 3/31/2020 | Balance 6/30/2020 | Balance 9/30/2020 | Balance 12/31/2020 | Percent of Portfolio | Portfolio Cap |
|---|---|---|---|---|---|---|
| Local Government Pool (LGIP) | $3,218,140 | $2,720,525 | $220,947 | $ 221,002 | 2.25% | 50.00% |
| Certificates of Deposit | 3,044,964 | 3,018,160 | 3,020,807 | 1,505,298 | 15.31% | 50.00% |
| US Agency | 5,999,394 | 6,000,000 | 5,000,000 | 4,000,000 | 40.70% | 50.00% |
| Texas Subdivisions | 3,533,950 | 3,982,782 | 3,123,174 | 4,102,766 | 41.74% | 50.00% |
| **Total** | **$ 15,796,448** | **$ 15,721,467** | **$ 11,364,928** | **$ 9,829,066** | **100.00%** | |



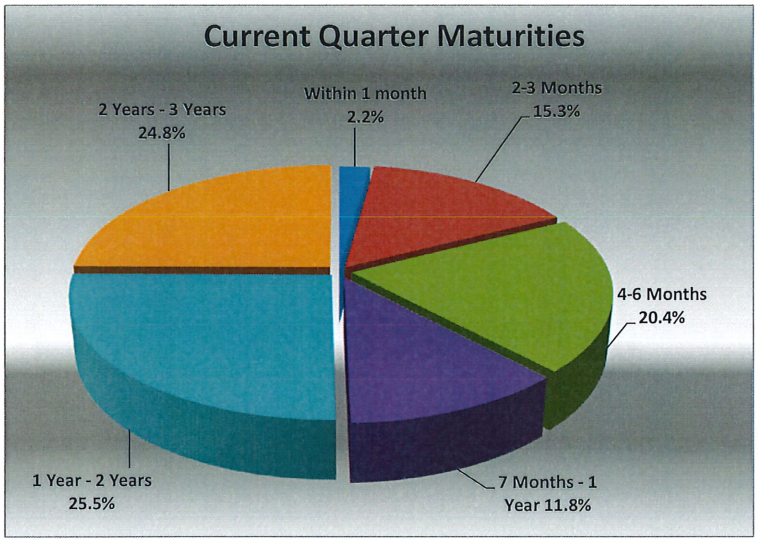



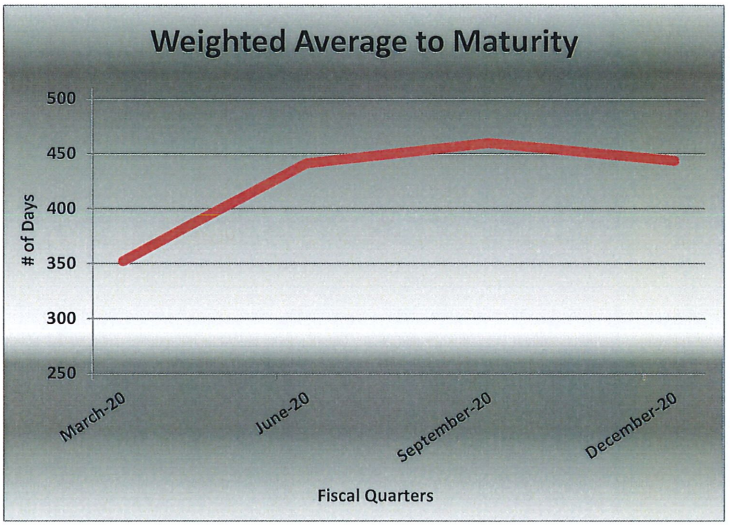
Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Portfolio by Maturity**
***As of 12/31/2020***

| Maturity Time Frame | Balance 3/31/2020 | Balance 6/30/2020 | Balance 9/30/2020 | Balance 12/31/2020 | Percent of Portfolio |
|---|---|---|---|---|---|
| Within 1 month | $ 3,218,140 | $ 2,720,525 | $ 1,739,107 | $ 221,002 | 2.2% |
| 2-3 Months | 1,539,994 | 1,106,769 | - | 1,502,044 | 15.3% |
| 4-6 Months | 1,109,631 | 1,518,160 | 1,506,133 | 2,004,950 | 20.4% |
| 7 Months - 1 Year | 3,019,280 | 3,509,179 | 3,162,724 | 1,157,657 | 11.8% |
| 1 Year - 2 Years | 4,909,403 | 2,409,526 | 1,502,597 | 2,502,125 | 25.5% |
| 2 Years - 3 Years | 2,000,000 | 4,000,000 | 3,454,367 | 2,441,287 | 24.8% |
| 3 Years - 4 Years | - | 457,308 | - | - | 0.0% |
| 4 Years - 5 Years | - | - | - | - | 0.0% |
| | **$ 15,796,448** | **$ 15,721,467** | **$ 11,364,928** | **$ 9,829,066** | **100.00%** |

| Liquidity Indicator | | | | | Maximum Allowable |
|---|---|---|---|---|---|
| **Weighted Average Maturity** | **352.63** | **442.61** | **459.97** | **443.94** | **500.00** |

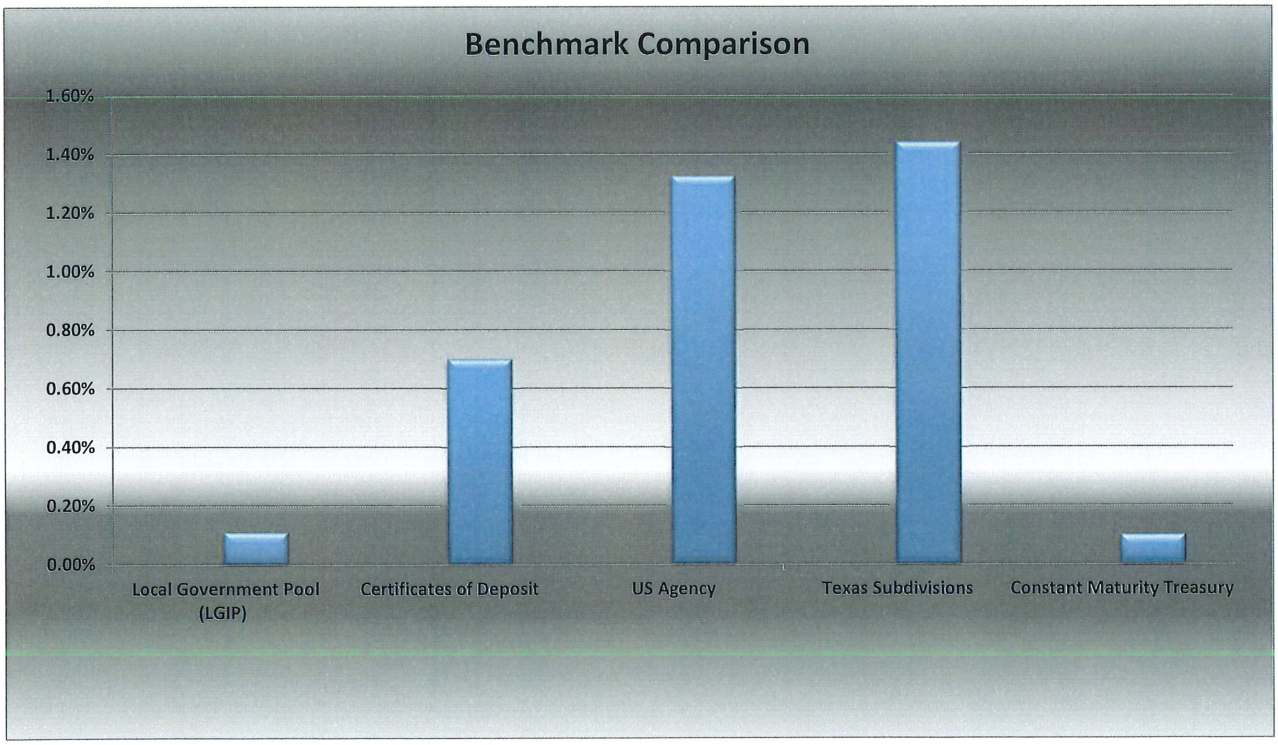


Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Earned Income**
***As of 12/31/2020***

| Date Received/ Purchased | CUSIP | Security Description | Coupon | YTM | Interest Purchased/ Received | Accrued Interest/ Amortization | Income Earned |
|---|---|---|---|---|---|---|---|
| 9/30/2020 | Tex-Pool | TexPool | | | $ 16 | $ - | $ 16 |
| 9/30/2020 | TexStar | TexSTAR | | | 39 | - | 39 |
| 10/22/2020 | CDARS 1023157035 | Simmons Bank | 1.75% | 1.76% | 8,247 | (6,697) | 1,550 |
| 11/3/2020 | CD 197679947 | Simmons Bank | 0.70% | 0.70% | 2,651 | 30 | 2,681 |
| 10/1/2020 | 64542WAX8 | New Hope Cultrl Edu TX A&M Univ | 1.81% | 2.09% | 4,515 | (1,910) | 2,605 |
| 11/28/2020 | 3134GVZT8 | FHLMC | 0.35% | 0.35% | 1,750 | (875) | 875 |
| 12/2/2020 | 31422BB74 | FAMACA | 0.48% | 0.48% | 2,400 | (1,600) | 800 |
| 12/29/2020 | 31346BRT1 | FHLMC | 2.00% | 2.00% | 10,000 | (5,000) | 5,000 |
| 12/31/2020 | 3135G05B5 | FNMA | 0.45% | 0.45% | 2,250 | (1,125) | 1,125 |
| 12/31/2020 | 6678257C1 | Northwest TX ISD | 5.00% | 1.68% | - | 6,250 | 6,250 |
| 12/31/2020 | 549188UJ7 | City of Lubbock TX Txbl-Ref | 2.32% | 1.93% | - | 2,900 | 2,900 |
| 12/31/2020 | 926293YY1 | City of Victoria TX Ref | 4.00% | 2.05% | - | 1,000 | 1,000 |
| 12/31/2020 | 3134GSFE0 | FHLMC | 2.50% | 2.50% | - | 6,250 | 6,250 |
| 12/31/2020 | 413946PC2 | Harris Cnty TX MUD #278 GO | 4.00% | 1.14% | - | 1,260 | 1,260 |
| 12/31/2020 | 34679RNB1 | Fort Bend Co TX MUD #23-A | 2.00% | 1.65% | - | 2,080 | 2,080 |
| 12/31/2020 | 41420QGV4 | Harris Cnty TX MUD #400 | 3.00% | 2.75% | - | 1,747 | 1,747 |
| 12/31/2020 | 8800644Z0 | City of Temple, TX CO | 3.00% | 0.25% | - | 160 | 160 |
| 12/31/2020 | 448474TM8 | City of Hutto TX GO | 2.00% | 0.40% | - | 63 | 63 |
| 12/31/2020 | 340405MW6 | City of Floresville TX Elec Light Ref | 4.00% | 0.46% | - | 57 | 57 |
| | | | | | **$ 31,868** | **$ 4,590** | **$ 36,458** |



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
*For the Quarter Ending December 31, 2020*

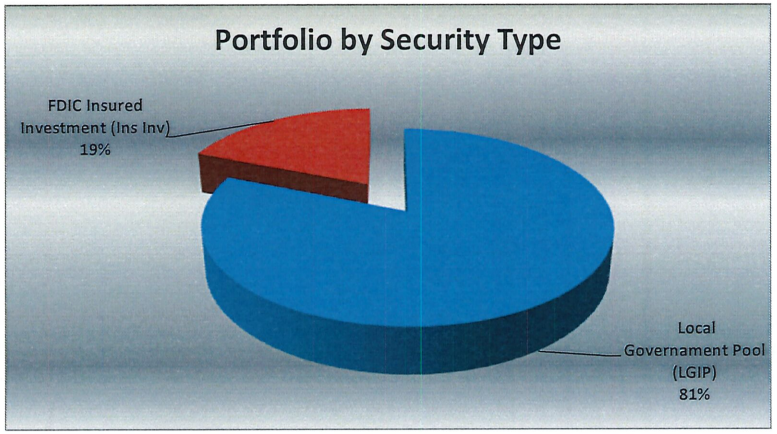
| Total Portfolio Summary | Current Quarter 12/31/2020 | Prior Quarter 9/30/2020 | Change From Prior Quarter |
|---|---|---|---|
| Book Value | $ 14,101,336 | $ 15,297,935 | $ (1,196,599) |
| Market Value | $ 14,101,336 | $ 15,297,935 | $ (1,196,599) |
| Weighted Average Maturity - Days | 1 | 1 | - |
| Weighted Average Yield | 0.16% | 0.23% | -0.07% |
| Earned Income | $ 6,082 | $ 9,179 | $ (3,097) |
| Earned Income - Year-to-Date | $ 6,082 | $ 207,287 | $ (201,205) |

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2020, the City of Sherman's debt proceeds portfolio had a book value of about $14.1 million, which approximates the market value. Of this amount, $11.4 million was held in Local Government Investment Pools (LGIP) and $2.7 million was held in FDIC Insured Investment Accounts (Ins Inv).

The portfolio value decreased by $1.2 million from the previous quarter due to draws for project payments, offset by interest earned.

The weighted average yield on the portfolio was 0.16%, 8 basis points above the 4-week Constant Maturity Treasury Index of 0.08%, and 7 basis points below the previous quarter.




Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
*AS of 12/31/2020*

| Name/CUSIP | Debt Issuance | Settlement Date | Security Type | Security Description | Maturity Date | Par Value | Purchase Price | Original Cost | Book Value | Market Price | Market Value | Days to Maturity | YTM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TexPool | 2017A Stormwater Certificates of Obligation | | LGIP | TexPool | 1/1/2021 | $ 1,868,004 | 100.00 | $ 1,868,004 | $ 1,868,004 | 100.00 | $ 1,868,004 | 1 | 0.12% |
| TexPool | 2019 Certificates of Obligation | | LGIP | TexPool | 1/1/2021 | 9,575,771 | 100.00 | 9,575,771 | 9,575,771 | 100.00 | 9,575,771 | 1 | 0.12% |
| TexStar | 2018 Certificates of Obligation | | LGIP | TexStar | 1/1/2021 | - | 100.00 | - | - | 100.00 | - | 1 | 0.09% |
| Landing Rock | 2017 Certificates of Obligation | | Ins Inv | Landing Rock | 1/1/2021 | 2,657,561 | 100.00 | 2,657,561 | 2,657,561 | 100.00 | 2,657,561 | 1 | 0.37% |
| **Total** | | | | | | **$ 14,101,336** | | **$ 14,101,336** | **$ 14,101,336** | | **$ 14,101,336** | | |

Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Market Value Summary**
***AS of 12/31/2020***

| CUSIP | Security Type / Description | Maturity Date | Market Value 9/30/2020 | Change in Market Value | Market Value 12/31/2020 |
|---|---|---|---|---|---|
| TexStar 2018 Certificates of Obligation | LGIP | 12/31/2020 | $ 210,226 | $ (210,226) | $ - |
| TexPool 2017A Stormwater Certificates of Obligation | LGIP | 12/31/2020 | 1,867,459 | 545 | 1,868,004 |
| TexPool 2019 Certificates of Obligation | LGIP | 12/31/2020 | 10,565,203 | (989,432) | 9,575,771 |
| Landing Rock 2017 Certificates of Obligation | Ins Inv | 12/31/2020 | 2,655,047 | 2,514 | 2,657,561 |
| **Total** | | | **$ 15,297,935** | **$ (1,196,599)** | **$ 14,101,336** |

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
*AS of 12/31/2020*

| Settle Date | Name | Security Description | Coupon | Maturity Date | Par Value | Price | Principal Amount | Interest Purchased/ Received | Total Amount | YTM |
|---|---|---|---|---|---|---|---|---|---|---|
| ***Project Payments*** | | | | | | | | | | |
| 10/28/2020 | 2019 CO-TexPool | LGIP | | | $ 306,810 | | $ 306,810 | | $ 306,810 | |
| 10/29/2020 | 2018 CO-TexStar | LGIP | | | 181,684 | | 181,684 | | 181,684 | |
| 12/17/2020 | 2018 CO-TexStar | LGIP | | | 28,564 | | 28,564 | | 28,564 | |
| 12/17/2020 | 2019 Tax & Rev | LGIP | | | 476,057 | | 476,057 | | 476,057 | |
| 12/18/2020 | 2019 Tax & Rev | LGIP | | | 209,568 | | 209,568 | | 209,568 | |
| ***Deposits/Purchases*** | | | | | | | | | | |
| | | | | | - | | - | - | - | |
| ***Income Payments*** | | | | | | | | | | |
| 10/31/2020 | 2018 CO-TexStar | LGIP | 0.12% | | | | | 19 | 19 | 0.12% |
| 10/31/2020 | 2017 CO-Landing Rock | Ins Inv | 0.40% | | | | | 946 | 946 | 0.40% |
| 10/31/2020 | 2017A Stormwater CO-TexPool | LGIP | 0.13% | | | | | 212 | 212 | 0.13% |
| 10/31/2020 | 2019 CO-TexPool | LGIP | 0.13% | | | | | 1,193 | 1,193 | 0.13% |
| 11/30/2020 | 2018 CO-TexStar | LGIP | 0.09% | | | | | 2 | 2 | 0.09% |
| 11/30/2020 | 2017 CO-Landing Rock | Ins Inv | 0.35% | | | | | 779 | 779 | 0.35% |
| 11/30/2020 | 2017A Stormwater CO-TexPool | LGIP | 0.12% | | | | | 189 | 189 | 0.12% |
| 11/30/2020 | 2019 CO-TexPool | LGIP | 0.12% | | | | | 1,038 | 1,038 | 0.12% |
| 12/31/2020 | 2017 CO-Landing Rock | Ins Inv | 0.45% | | | | | 790 | 790 | 0.45% |
| 12/31/2020 | 2018 CO-TexStar | LGIP | 0.07% | | | | | 1 | 1 | 0.07% |
| 12/31/2020 | 2017A Stormwater CO-TexPool | LGIP | 0.09% | | | | | 144 | 144 | 0.09% |
| 12/31/2020 | 2019 CO-TexPool | LGIP | 0.09% | | | | | 771 | 771 | 0.09% |
| **Total** | | | | | | | | **$ 6,082** | | |

Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Comparison by Type**
***AS of 12/31/2020***

| Cash / Investment Type | Balance 3/31/2019 | Balance 6/30/2020 | Balance 9/30/2020 | Balance 12/31/2020 | Percent of Portfolio | Portfolio Cap |
|---|---|---|---|---|---|---|
| Local Governament Pool (LGIP) | $17,515,105 | $14,842,586 | $12,642,888 | $ 11,443,775 | 81.15% | 100.00% |
| FDIC Insured Investment (Ins Inv) | 2,723,286 | 2,726,865 | 2,655,047 | 2,657,561 | 18.85% | 100.00% |
| **Total** | **$ 20,238,391** | **$ 17,569,451** | **$ 15,297,935** | **$ 14,101,336** | **100.00%** | |

Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Portfolio by Maturity**
***AS of 12/31/2020***

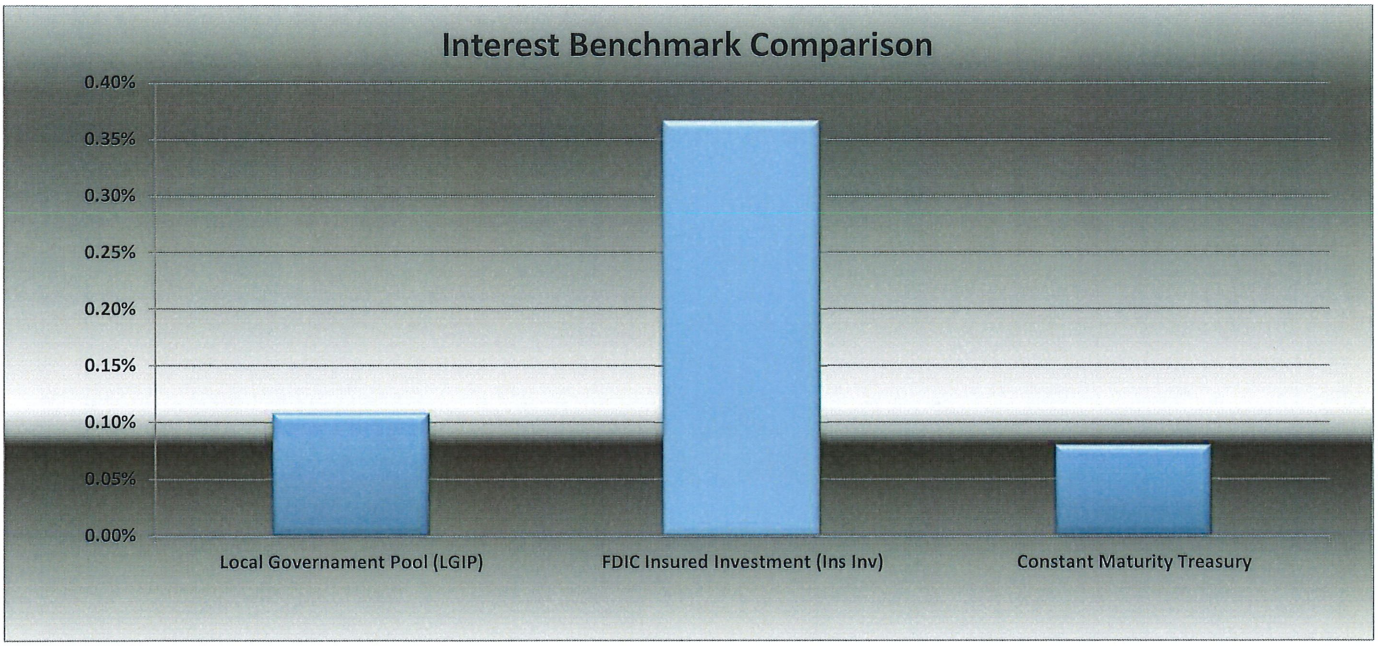
| Maturity Time Frame | Balance 3/31/2020 | Balance 6/30/2020 | Balance 9/30/2020 | Balance 12/31/2020 | Percent of Portfolio | Minimum Allowable |
|---|---|---|---|---|---|---|
| Within 1 month | $ 20,238,391 | $ 17,569,451 | $ 15,297,935 | $ 14,101,336 | 100.00% | 100.00% |
| | **$ 20,238,391** | **$ 17,569,451** | **$ 15,297,935** | **$ 14,101,336** | | |

| Liquidity Indicator | | | | |
|---|---|---|---|---|
| **Weighted Average Maturity** | **1.00** | **1.00** | **1.00** | **1.00** |

Sherman
CLASSIC TOWN. BROAD HORIZON.

**CITY OF SHERMAN, TX**
**Earned Income**
***AS of 12/31/2020***

| Date Received/ Purchased | Name | Security Description | Coupon | YTM | Interest Purchased/ Received | Accrued Interest/ Amortization | Income Earned |
|---|---|---|---|---|---|---|---|
| 10/31/2020 | 2018 CO-Texstar | LGIP | | 0.12% | $ 19 | $ - | $ 19 |
| 10/31/2020 | 2017 CO-Landing Rock | Insured Investment | | 0.40% | 946 | - | 945 |
| 10/31/2020 | 2017A Stormwater CO-TexPool | LGIP | | 0.13% | 212 | - | 211 |
| 10/31/2020 | 2019 CO-TexPool | LGIP | | 0.13% | 1,193 | - | 1,193 |
| 11/30/2020 | 2018 CO-TexStar | LGIP | | 0.09% | 2 | - | 2 |
| 11/30/2020 | 2017 CO-Landing Rock | Insured Investment | | 0.35% | 779 | - | 779 |
| 11/30/2020 | 2017A Stormwater CO-TexPool | LGIP | | 0.12% | 189 | - | 189 |
| 11/30/2020 | 2019 CO-TexPool | LGIP | | 0.12% | 1,038 | - | 1,038 |
| 12/31/2020 | 2017 CO-Landing Rock | Insured Investment | | 0.35% | 790 | - | 790 |
| 12/31/2020 | 2018 CO-TexStar | LGIP | | 0.07% | 1 | - | 1 |
| 12/31/2020 | 2017A Stormwater CO-TexPool | LGIP | | 0.09% | 144 | - | 144 |
| 12/31/2020 | 2019 CO-TexPool | LGIP | | 0.09% | 771 | - | 771 |
| | | | | | **$ 6,082** | **$ -** | **$ 6,082** |



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Called Meeting**
**Meeting Date:** 01/19/2021
**Prepared By:** Teri Fine, Assistant to the City Manager
**Approved By:** Robby Hefton, City Manager

---

**Caption:**
***COUNCIL CALENDAR***

---

**Attachments**

2021 Council Calendar

---

# 2021
# Council Calendar

| January | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | 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 | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 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 | | | | | | |
| | | | | | | |

| March | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 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 | | | |
| | | | | | | |

| April | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 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 | |
| | | | | | | |

| May | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 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 | | | | | |

| June | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | 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 | | | |
| | | | | | | |

| July | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 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 |
| | | | | | | |

| August | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| 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 | | | | |
| | | | | | | |

| September | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | 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 | | |
| | | | | | | |

| October | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | 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 | | | | | | |

| November | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 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 | | | | |
| | | | | | | |

| December | | | | | | |
|---|---|---|---|---|---|---|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | 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 | |
| | | | | | | |

| | |
|---|---|
| | Holiday |
| | Holiday for Firefighters/Police Only |
| | City Council Regular Meeting |
| | City Council Called Meeting |
| | Special Called Meeting |
| | Budget Workshop |
| | Cancelled City Council Meeting |

| CALLED MEETINGS | |
|---|---|
| 1/19/2021 | Rescheduled - Martin Luther King, Jr. Day |
| 7/6/2021 | Rescheduled - Independence Day |
| 9/7/2021 | Rescheduled - Labor Day |
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