CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
SHERMAN MUNICIPAL BALLROOM
405 NORTH RUSK STREET
SHERMAN, TEXAS
MONDAY, JANUARY 4, 2021
5:00 P.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER WILLIE STEELE

A. 3. INVOCATION BY COUNCIL MEMBER WILLIE STEELE

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 7, 2020, AND OF THE CALLED CITY COUNCIL MEETING OF DECEMBER 18, 2020

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. 6342

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Preschool in an R-1 (One Family Residential) District/College Park Overlay District on property located at 1318 North Luckett Street, being Lot 2R, Block 5, Replat Mildred Heights Addition, Block 5, Lots 1R and 2R (Lennie and Lisa Lundervold, Owners; and Preston Trail Land Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

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. 6343**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow an Automobile Restoration Center with Paint Booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District on property located at 2500 Texoma Parkway, being 5.919 acres in the Reuben Hendrix Survey, Abstract No. 504 (RFJ Auto Properties, LLC, Owner; and Alan Kainrad, Diamond K Contractors, Representative/General Contractor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6344**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Residential Duplex in an R-1 (One-Family Residential) District on property located at 405 West McLain Street, being Lot 1, Block 1, Paul D. Cravens Addition (Jose Menjivar, Owner; and James Green, Representative/General Contractor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6345**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow Residential Townhomes in a C-O (Office) District on property located at 2708 West Lamberth Road, being Lot 17, The Gardens at O'Hanlon Ranch (Lamberth Crossing Joint Venture, Owner; and D2L Designs, LLC, Designer); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6346**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District, generally located in the 2400-2700 blocks of South F.M. 1417 (Heritage Parkway), Tract 1 being 46.339 acres of land in the Elizabeth Jones Survey, Abstract No. 625, and Tract 2 being 21.799 acres of land in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing for a Penalty not to Exceed $2,000.00

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6347**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow Multi-Family Apartments in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2610 South F.M. 1417 (Heritage Parkway), being 13.022 acres in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6348**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Multi-Family Development (329 units) in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2500 South F.M. 1417 (Heritage Parkway), being 38.585 acres of land in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

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D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6349**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2602 South F.M. 1417 (Heritage Parkway), being 3.545 acres in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6350**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, generally located at 2151 West Moore Street, being 13.466 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; Grove Addition Development JV, Applicant; DFD Architects, Inc., Architect; and Underwood Drafting and Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6351**

Amending Chapter 12 of the Code of Ordinances, entitled "Traffic and Vehicles", Article 12.05, entitled "Traffic-Control Signs, Signals and Devices", at Section 12.05.002; Deleting Section 12.05.004 in its Entirety; Authorizing the City Manager or His Designee to Place, Erect and Maintain Traffic Control Devices

Close Public Hearing and Consider Adoption of Ordinances

D. 11. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Number: 6342, 6343, 6344, 6345, 6346, 6347, 6348, 6349, 6350 and 6351

Resolutions

E. 1. **RESOLUTION NO. 6678**

Approving and Authorizing Execution of a Master Development Agreement among the CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY HOTEL GROUP, LLC and CFP SHERMAN, LLC for the Development, Design and Construction of an Estimated 80-bed Acute Care Hospital and Appropriate Site Amenities Supporting the Same within the City of Sherman, Texas

E. 2. **RESOLUTION NO. 6679**

Approving and Authorizing Execution of a Predevelopment Loan Agreement among CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., PHOENIX INDUSTRIAL DEVELOPMENT AUTHORITY, and E4 ARCHITECTURE for the Commitment of Funds for Predevelopment Expenses related to the Development, Design and Construction of an Estimated 80-bed Acute Care Hospital and Appropriate Site Amenities Supporting the Same within the City of Sherman, Texas

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

E. 3. **RESOLUTION NO. 6650 (TABLED AT THE SEPTEMBER 21, 2020 CITY COUNCIL MEETING)**
Authorizing Execution of a Development Agreement between the City of Sherman and Brown Lewisville Railroad Family First LP for the Construction of Public Facilities for 695 Highway 11, Sherman, TX, in the City of Sherman's Extra Territorial Jurisdiction (ETJ)

E. 4. **** RESOLUTION NO. 6680***
Approving an Amendment to the Composition of the Animal Control Advisory Committee; Providing for its Membership and Terms of Office; Allowing its Organization and Structure

E. 5. **** RESOLUTION NO. 6681***
Authorizing Execution of an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the Relocation of Overhead Electric Supply along the Highway 75 South Service Road at Highway 56 in the City of Sherman, Texas

E. 6. **** RESOLUTION NO. 6682***
Authorizing Execution of an Agreement with The Cunningham Family Trust LTD 1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 809 East Wells Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 7. **** RESOLUTION NO. 6683***
Authorizing Execution of an Agreement with The Cunningham Family Trust LTD 1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 623 South Maxey Street within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 8. **** RESOLUTION NO. 6684***
Authorizing the Purchase of a New 2021 Kenworth T440 6x4 Dump Truck for the Utilities Distribution Services Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

E. 9. **** RESOLUTION NO. 6685***
Authorizing the Purchase of a New 2021 Kenworth T440 6x4 Dump Truck for the Street Maintenance Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

E. 10. **** RESOLUTION NO. 6686***
Authorizing the Purchase of a New Chipper Truck for the Street Maintenance Department from Southwest International through the Sourcewell Purchasing Cooperative

E. 11. **** RESOLUTION NO. 6687***
Authorizing the Purchase of a New International Bucket Truck for the Street Maintenance Department from Southwest International through the Sourcewell Purchasing Cooperative

E. 12. **** RESOLUTION NO. 6688***
Authorizing the Purchase of a New 2020 John Deere Box Blade for the Street Maintenance Department from RDO Equipment through the Sourcewell Purchasing Cooperative

E. 13. **** RESOLUTION NO. 6689***
Authorizing the Purchase of a New 2021 Ford Super Duty F-350 Truck for the Street Maintenance Department from Holiday Ford Whitesboro

E. 14. **** RESOLUTION NO. 6690***
Authorizing the Purchase of a New 2021 Ford Super Duty F-250 Crew Cab Truck for the Street Maintenance Department from Holiday Ford Whitesboro

E. 15. **** RESOLUTION NO. 6691***
Authorizing the Purchase of a New 40 cubic yard Frontier Front Loader Body for the Solid Waste Department from Bridgeport Manufacturing through the Houston-Galveston Area Council of Governments (H-GAC)

E. 16. **** RESOLUTION NO. 6692***
Authorizing the Purchase of a New 2021 Autocar Xpeditor ACX64 Chassis for Use as a Commercial Front End Loader within the Solid Waste Department from Chastang Enterprises through the Texas Local Government Purchasing Cooperative (BuyBoard)

Requests to Advertise

F. 1. **REQUEST TO ADVERTISE**
Construction of Hilre Drive Extension

F. 2. **** REQUEST TO ADVERTISE***
WWTP Operations Building Additions and Remodel Project

F. 3. **** REQUEST TO ADVERTISE***
Annual Water and Sewer Maintenance Supplies and Parts

F. 4. **** REQUEST TO ADVERTISE***
Annual Services for Finish and Rough Mowing of Various City Properties

Other Business

G. 1. **OTHER BUSINESS**
Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"

G. 2. **OTHER BUSINESS**
Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

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

G. 3. **OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 57.88 acres 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 Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

G. 4. **OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 136.94 acres 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 Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

G. 5. **** OTHER BUSINESS***

Final Plat Approval of Washington Meadows, Phase I, being 15.983 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor [900 block of North F.M. 1417 (Heritage Parkway)]

G. 6. **** OTHER BUSINESS***

Final Plat Approval of Washington Meadows, Phase II, being 21.132 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor [900 block of North F.M. 1417 (Heritage Parkway)]

G. 7. **** OTHER BUSINESS***

Final Plat Approval of M&G Home Builders Epstein Street Addition, Lots 1 and 2, being 0.367 acres in the G.B. Pilant Survey, Abstract No. 963; M&G Homebuilders, LLC, Owners; Martin Covarrubias, Representative; and Preston Trail Land Surveying, LLC, Surveyor (1014 East Esptein Street)

G. 8. **** OTHER BUSINESS***

Final Plat Approval of Lots 1 and 2, Block A, First United Bank Addition, being 5.583 acres in the J.B. McAnair Survey, Abstract No. 763; First United Bank & Trust, Owners; Dean Gilbert, Representative; and All American Surveying, Surveyor (2007 and 2011 Texoma Parkway)

G. 9. **** OTHER BUSINESS***

Final Plat Approval of Glitzy Girlz Addition, being 4.250 acres in the Alfred Hume Survey, Abstract No. 522; 680 Investment Properties, LLC, Owners; and Underwood Drafting and Surveying, Inc., Surveyor [4805 North F.M. 1417 (Heritage Parkway)]

G. 10. **** OTHER BUSINESS***

Approval of the 2020 Ad Valorem Tax Roll Value and Tax Levy

H. **MEDIA QUESTIONS**

I. **COUNCIL COMMENTS**

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

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.
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. (a) Sherman Economic Development Corporation Ex-Officio Members (b) Planning and Zoning Commission (c) Civil Service Commission
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 December 31, 2020 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 31th day of December 2020.
City of Sherman, Texas

_____
City Clerk

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

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

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

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

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

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

Mayor	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

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **A. 4.**

Meeting Date: 01/04/2021

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 7, 2020, AND OF THE CALLED CITY COUNCIL MEETING OF DECEMBER 18, 2020

Attachments

December 7, 2020 - Regular Meeting

TxDOT Presentation

December 18, 2020 - Called Meeting

STATE OF TEXAS §

December 7, 2020

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 7, 2020.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of November 16, 2020. Council Member Melton moved to approve the Minutes, as presented; Second by Council Member Howeth; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZEN'S COMMENTS**

There were no citizen's comments.

Mayor Plyler introduced Ordinance No. 6334 and called for a public hearing: — **ORD 6334 ANNEXATION SHERMAN HEIGHTS**

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 46.339 ACRES GENERALLY LOCATED WEST OF F.M. 1417, NORTH OF O.B. GRONER ROAD, AND EAST OF ROLLING HILL DRIVE, 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.

Rob Rae, Director of Development Services, said this action is for a voluntary annexation of 46 acres, located at the northwest corner of O.B. Groner Road and F.M. 1417.

No citizens appeared before the City Council to discuss Ordinance No. 6334.

Mayor Plyler introduced Ordinance No. 6335 and called for a public hearing:

ORD 6335
SUP FOR LOAN OFFICE
(2201 TEXOMA PKWY)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CREDIT ACCESS BUSINESS (LOAN OFFICE) (FREDDY'S FAST CASH) IN A C-2 (GENERAL COMMERCIAL) DISTRICT ON PROPERTY LOCATED AT 2201 TEXOMA PARKWAY, SUITE 100, BEING LOT 6, BLOCK 9, HIGHLAND PARK ADDITION AND FORMER RIGHTS-OF-WAY ABANDONED BY RESOLUTION NO. 580 AND NO. 612 (MICHAEL S. COOK, OWNER; JIM HENDRICKSON, APPLICANT; FREDDY'S FAST CASH, PROPOSED TENANT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item is for a Specific Use Permit for a credit access business in a C-2 District. The Planning and Zoning Commission unanimously approved the SUP.

<u>Michael Cook, 6908 Echo Canyon Drive, McKinney, Texas 75070</u>
Mr. Cook, owner of the property, was in attendance to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6335.

Mayor Plyler introduced Ordinance No. 6336 and called for a public hearing:

ORD 6336
SUP FOR DISABILITY FACILITY
(222 S. ELM ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN INTELLECTUAL AND DEVELOPMENTAL DISABILITIES FACILITY IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT ON PROPERTY LOCATED AT 222 SOUTH ELM STREET, BEING LOTS 2 AND 4, BLOCK 1, A.R. LOVING ADDITION (BUTTERFLY PROPERTIES V, LLC, OWNERS; MONICA BROWN, APPLICANT; AMBIENCE COMMUNITY SERVICES, LLC, TENANT; AND COPLEY LAND SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item is for an SUP to allow an Intellectual and Developmental Disabilities Facility in a C-2 District, and it is

also in the Central Business District Overlay. The staff recommends that if this item is approved, that the motion be tied to the applicant, Ambience Community Services, LLC.

The proposed use is a day use only classroom as an education facility, and there will be no overnight use or bedrooms at this facility. The Planning and Zoning Commission unanimously approved the SUP.

<u>Tom Rhodes, 3517 Drexel Drive, Dallas, Texas 75205</u>
Mr. Rhodes asked what the wording meant in the Ordinance that said "providing for a penalty not to exceed $2,000."

Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett, explained that if there was a violation of the ordinance, then the maximum fine or penalty for violation of that ordinance, would be $2,000. He added that the penalty is set by State law.

In clarification, Mr. Pittman added that, if there is no violation of the ordinance, and the property is being used in accordance with the SUP, then there would be no violation of the ordinance. The violation would apply if the owner changes the use of the building to something that is not provided for, or allowed by the SUP.

No other citizens appeared before the City Council to discuss Ordinance No. 6336.

Mayor Plyler introduced Ordinance No. 6337 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, GENERALLY LOCATED AT 2213 SOUTH CROCKETT STREET, BEING 0.329 ACRES OF LAND IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667 (MICHAEL STERRY, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6337
ZONE CHANGE
(2213 S. CROCKETT ST)

Mr. Rae said this item is for a zone change from R-1 to C-1, to allow for an office at the corner of Crockett and Travis Streets. The Planning and Zoning Commission approved the zone change.

No citizens appeared before the City Council to discuss Ordinance No. 6337.

Mayor Plyler introduced Ordinance No. 6338 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT, GENERALLY LOCATED IN THE 200 BLOCK OF SOUTH F.M. 1417

ORD 6338
ZONE CHANGE
(200 BLOCK S. FM 1417)

(HERITAGE PARKWAY), BEING 4.040 ACRES OF LAND IN THE E. JONES SURVEY, ABSTRACT NO. 625 (STONEHOLLOW HOMES, OWNERS; SPIARS ENGINEERING & SURVEYING, CIVIL ENGINEER/SURVEYOR; LAUREN HELMBERGER, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item is for a zone change from C-1 to R-1, to allow for Single Family Residential Development. The staff received one letter of support for the zone change. The Planning and Zoning Commission approved the zone change.

<u>Lauren Helmberger, 765 Custer Road, Plano, Texas 75075</u>
Ms. Helmberger appeared to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6338.

Mayor Plyler introduced Ordinance No. 6339 and called for a public hearing: **ORD 6339 STOP SIGNS**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS ON BROCKETT STREET AND HARRISON AVENUE, ON WELLS AVENUE AT DEWEY AVENUE (S.H. 11), ON BURDETTE AVENUE AT DEWEY AVENUE (S.H. 11), ON ANDREWS AVENUE AT DEWEY AVENUE (S.H. 11), ON OAK PARK DRIVE AT DEWEY AVENUE (S.H. 11), AND "ALL-WAY STOP" SIGNS ON COLLEGE STREET AND WALNUT STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Wayne Lee, Director of Engineering, said the City received a request to install stop signs at Harrison and Brockett Streets. There were previously yield signs installed, however they were not being adhered too.

He said the locations on Dewey Avenue were uncontrolled and it is a State highway, and should be controlled with stop signs on the cross streets.

Mr. Lee aid there were only three stop signs at the College and Walnut Street location, and that does not meet codes. The staff is proposing an all-way stop at that location.

No citizens appeared before the City Council to discuss Ordinance No. 6339.

Mayor Plyler introduced Ordinance No. 6340 and called for a public hearing: **ORD 6340 ADOPT 2018 BUILDING CODE**
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS",

ARTICLE 3.02, ENTITLED "BUILDING, LIFE SAFETY AND RESIDENTIAL CODES", AT SECTIONS 3.02.001 AND 3.02.002, ARTICLE 3.03, ENTITLED "ELECTRICAL CODE", AT SECTION 3.03.141, ARTICLE 3.04, ENTITLED "GAS CODE", AT SECTION 3.04.001, ARTICLE 3.05, ENTITLED "HEATING AND AIR-CONDITIONING CODE", AT SECTION 3.05.003, ARTICLE 3.06, ENTITLED "HOUSING CODE", AT SECTIONS 3.06.002 AND 3.06.010, AND ARTICLE 3.07, ENTITLED "PLUMBING CODE", AT SECTION 3.07.005; PROVIDING A PENALTY CLAUSE, A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said these two ordinances are related as updates to the Code of Ordinances, even though they were discussed at different times. He said they would be working with contractors as they update from the 2009 Code to the 2018 Code.

David Baca, 100 N. Travis
Mr. Baca said he wasn't concerned about the code itself, but wanted to understand the transition, and if there was an effective date. He said they have two apartments that are partially complete, and wanted to be sure they would be working under the same code and not have to change in the middle of a project.

No other citizens appeared before the City Council to discuss Ordinance No. 6340.

Mayor Plyler introduced Ordinance No. 6341 and called for a public hearing:

ORD 6341 SET NEW FIRE CODE FEES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTIONS", ARTICLE 5.05, ENTITLED "PERMIT AND FIRE SERVICE FEES", AT SECTIONS 5.05.001, 5.05.002 AND 5.05.003; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

No citizens appeared before the City Council to discuss Ordinance No. 6341.

The Public Hearing was closed.

ADOPTION OF ORDINANCES
Ordinance 6334

ORD 6334 ANNEXATION SHERMAN HEIGHTS

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 46.339 ACRES GENERALLY LOCATED WEST OF F.M. 1417, NORTH OF O.B. GRONER ROAD, AND EAST OF ROLLING HILL DRIVE, 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 CITYOF 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.

Ordinance 6335

ORD 6335
SUP FOR LOAN OFFICE
(2201 TEXOMA PKWY)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CREDIT ACCESS BUSINESS (LOAN OFFICE) (FREDDY'S FAST CASH) IN A C-2 (GENERAL COMMERCIAL) DISTRICT ON PROPERTY LOCATED AT 2201 TEXOMA PARKWAY, SUITE 100, BEING LOT 6, BLOCK 9, HIGHLAND PARK ADDITION AND FORMER RIGHTS-OF-WAY ABANDONED BY RESOLUTION NO. 580 AND NO. 612 (MICHAEL S. COOK, OWNER; JIM HENDRICKSON, APPLICANT; FREDDY'S FAST CASH, PROPOSED TENANT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6336

ORD 6336
SUP FOR DISABILITY FACILITY
(222 S. ELM ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN INTELLECTUAL AND DEVELOPMENTAL DISABILITIES FACILITY IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT ON PROPERTY LOCATED AT 222 SOUTH ELM STREET, BEING LOTS 2 AND 4, BLOCK 1, A.R. LOVING ADDITION (BUTTERFLY PROPERTIES V, LLC, OWNERS; MONICA BROWN, APPLICANT; AMBIENCE COMMUNITY SERVICES, LLC, TENANT; AND COPLEY LAND SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No. 6336, tying it to the applicant. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6337 — **ORD 6337 ZONE CHANGE (2213 S. CROCKETT ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, GENERALLY LOCATED AT 2213 SOUTH CROCKETT STREET, BEING 0.329 ACRES OF LAND IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667 (MICHAEL STERRY, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6338 — **ORD 6338 ZONE CHANGE (200 BLOCK S. FM 1417)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE FAMILY RESIDENTIAL) DISTRICT, GENERALLY LOCATED IN THE 200 BLOCK OF SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 4.040 ACRES OF LAND IN THE E. JONES SURVEY, ABSTRACT NO. 625 (STONEHOLLOW HOMES, OWNERS; SPIARS ENGINEERING & SURVEYING, CIVIL ENGINEER/SURVEYOR; LAUREN HELMBERGER, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Teamann said they are rezoning a little over four acres, and he asked about the total size of the development.

Ms. Helmberger said the development is approximately 50 acres.

Ordinance 6339 — **ORD 6339 STOP SIGNS**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS ON BROCKETT STREET AND HARRISON AVENUE, ON WELLS AVENUE AT DEWEY AVENUE (S.H. 11), ON BURDETTE AVENUE AT DEWEY AVENUE (S.H. 11), ON ANDREWS AVENUE AT DEWEY AVENUE (S.H. 11), ON OAK PARK DRIVE AT DEWEY AVENUE (S.H. 11), AND "ALL-WAY STOP" SIGNS ON COLLEGE STREET AND WALNUT STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6334, 6335, 6337, 6338, and 6339, as presented. Second by Council Member Steele.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

ORD 6340
ADOPT 2018
BUILDING CODE

Ordinance 6340
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, ENTITLED "BUILDING REGULATIONS", ARTICLE 3.02, ENTITLED "BUILDING, LIFE SAFETY AND RESIDENTIAL CODES", AT SECTIONS 3.02.001 AND 3.02.002, ARTICLE 3.03, ENTITLED "ELECTRICAL CODE", AT SECTION 3.03.141, ARTICLE 3.04, ENTITLED "GAS CODE", AT SECTION 3.04.001, ARTICLE 3.05, ENTITLED "HEATING AND AIR-CONDITIONING CODE", AT SECTION 3.05.003, ARTICLE 3.06, ENTITLED "HOUSING CODE", AT SECTIONS 3.06.002 AND 3.06.010, AND ARTICLE 3.07, ENTITLED "PLUMBING CODE", AT SECTION 3.07.005; PROVIDING A PENALTY CLAUSE, A RE PEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Melton asked about Mr. Baca's question, and how the change in codes would affect him.

Mr. Rae said they understood there would be some transition time, and whether the effective date is today or in the future, they would work with contractors to make the transition on their projects.

Council Member Melton said normally, when an ordinance is signed, that's when it takes effect, and she asked how that would apply to those in the middle of a project.

Mr. Rae said any project that has already had a plan review, would be grandfathered in under the old code. Council Member Stevenson asked Mr. Baca if 90 days were sufficient for his projects, and he said it was for him.

Mr. Pitman explained that it would be a matter of vested rights under Texas law. Projects that are currently underway, or have submitted an application for development approval, would be grandfathered. There is nothing that the City would need to do differently, to make that apply. It is a State law matter.

Council Member Stevenson asked if 90 days was sufficient for the inspectors to transition. Mr. Rae said they could work with an effective date today, and the inspectors would transition into the 2018 Code.

Council Member Teamann asked if there would be any leeway on a project that was almost ready to be submitted. Mr. Pittman said, from a legal standpoint, any project that has not submitted a complete application for approval, would be subject to the new ordinance, if it goes into effect. He added that doesn't mean the City can't work with someone if the

situation is right. But from a legal perspective, the City would have the right to enforce the ordinance.

Council Member Howeth asked, if the Council puts a 90 day "hold" on the ordinance, could someone try to "rush through" so they wouldn't be subject to the new code.

Mr. Rae said they have worked to communicate with the developers about the code changes, and didn't think they would be surprising anyone.

Council Member Teamann asked Billy Hartsfield, Fire Marshall, about the basis for calculating a new fee structure. Mr. Hartsfield said there was a three or four part process to determine the fees. He addressed the age of the old ordinance, reviewed charges from peer cities, considered simplicity and how their fees were being charged, fairness, and being compensated for the inspector's time.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No. 6340, but with an effective date in 90 days. Second by Council Member Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6341 — **ORD 6341 SET NEW FIRE CODE FEES**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTIONS", ARTICLE 5.05, ENTITLED "PERMIT AND FIRE SERVICE FEES", AT SECTIONS 5.05.001, 5.05.002 AND 5.05.003; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No. 6341, as presented. Second by Council Member Teamann.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6675 – REPEALING AND REPLACING RESOLUTION NO. 6655; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE — **RES 6675 POLICE & FIRE SALARY STRUCTURES & INCENTIVE PAY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING

RESOLUTION NO. 6655; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.
CONSENT AGENDA.

REQUEST TO ADVERTISE CONSTRUCTION OF MOORE STREET FROM WEST TRAVIS STREET TO HERITAGE PARKWAY (F.M. 1417)

REQ TO ADVERTISE MOORE STREET

Clint Philpott, Assistant City Manager, said as part of the 2019 Development Agreement with Munson Realty, the staff is asking permission to advertise for the extension of Moore Street, from West Travis Street, south to FM 1417, near Flanary Road.

During the design project, the west two lanes were designed for an ultimate, four-lane, median divided road, similar to West Travis Street. The estimates were coming back higher than the budget. The staff worked with the developer and engineer to find ways to save money.

The profile was adjusted to save on dirt-moving costs, and using on-site locations to get rid of some of the dirt. The other two options were to move some of the items as bid alternates. Those items include the water line and the sidewalk.

By doing this, Mr. Philpott said the City can get prices, and have the ability to award the contract, adding those items back in, if the budget allows, or if Council Members decide to spend the extra money.

He said they hope to award the contract in late January 2021, with construction starting in the Spring. Funding for the project will be from the sale of the land that the City owns, just west of the High School on FM 1417.

Council Member Steele asked about the estimated cost of the project. Mr. Philpott said if the City receives good bids, it will still be about $2.4 million or $2.5 million, without the alternates, the alternates being the sidewalks and water. An "above-average" bid could be closer to $3.1 million.

Council Member Melton asked if the staff considered having the developer help with that expense. Mr. Philpott said, that was not considered at this point. Mr. Hefton said discussions at this point, and what was built into the budget, was utilizing the proceeds from things going on in that area, such as the land sale from the property west of the High School, to help development within that area.

Council Member Stevenson said "land will not get any cheaper" the longer the City waits.

Council Member Steele asked if the road was going to be four lanes. Mr. Philpott said it will all be grated, and two lanes will be built on the west side, with the other two lanes added in the future, as traffic demands. The intersections at FM 1417 and at Travis will be designed with four lanes to ensure it is a safe intersection. Council Member Steele confirmed that there will be no major bridges and only box culverts.

Council Member Stevenson asked if there would be a sidewalk to the High School, once the area is "built out." Mr. Philpott said the area to the west is meant to be residential, with a master plan development, and additional streets that tie into a central retail area.

The areas to the east, will be more light industrial, to transition from the Sherman Economic Development Corporation's industrial park to the greenbelt. To the east will be commercial. Council Member Holland said sidewalks will eventually be needed. Council Member Stevenson said if sidewalks are not done now, the chances will diminish over time. He said if the City has the money, he would like to install sidewalks now.

Mr. Philpott said that was the idea with the bid alternates. The City would have all the numbers, but would award the bid on the base bid and the Council could decide if they wanted to add extra money to the project versus having to do a change order or rebid the entire project.

Council Member Steele confirmed that Steeplechase Drive, the road north of the High School, is under construction. Council Member Teamann asked if the floodplain was next to the road.

Mr. Philpott said the southern section is floodplain. As it goes north to the High School, it's not in the floodplain at all. He said the area is aligned with the ultimate goal of the Master Plan.

Council Member Steele asked about the approximate location of the sewer line. Mr. Philpott outlined the location on the map and said it doesn't make since, unless you're looking at the Master Plan. He added that the Master Plan puts everything in perspective.

ACTION TAKEN.

Motion by Council Member Steele to approve the request to advertise for the construction of Moore Street from West Travis Street to FM 1417 (Heritage Parkway), as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA — **CONSENT AGENDA**

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

REPAIR OF THE LUELLA 3 TRINITY WELL — **WATER WELL REPAIR**

The City Council approved the request to advertise for the repair of the Luella 3 Trinity Well. The well is throwing the circuit breaker on a regular basis, probably because a pump has failed. Funds are available for the expenditure, which is estimated to cost approximately $275,000.
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE UPDATE FROM TEXAS DEPARTMENT OF TRANSPORTATION PARIS DISTRICT ENGINEER NOEL PARAMANANTHAM ON TxDOT PROJECTS — **TXDOT PROJECT UPDATE**

Noel Paramanantham, Texas Department of Transportation Paris District Engineer, presented an update on current TxDOT projects. He introduced Etienne Etchovekang, Project Engineer, for the job.

He discussed the importance of safety on Texas highways and introduced a promotional video entitled *#EndTheStreakTX*. One of TxDOT's goals is to reduce fatalities on the highway system by 50% by 2035, and by 100% by 2050. Currently, Mr. Paramanantham said we are losing 10 Texans on the road each day. He said November 7 was the 20 year anniversary of the last deathless day on Texas highways.

As for projects, Mr. Paramanantham said the $8 million widening project on FM 691 is almost complete. The project widened FM 691 to four lanes with a median.

A $155 million project was let on September 19, 2020, to reconstruct US 75, from FM 1417 to SH 91, Texoma Parkway, to a six lane configuration. The project is currently ongoing and is about 20% complete. It will also reconstruct the frontage road bridges at US 82 and make ramp improvements along the entire project site.

He said the South Travis Street bridge and intersection is projected to be open by August 2021 and citizens should expect traffic shifts at US 82 on to a portion of new bridges by July 2021. They have been faced with a lot of challenges this year. The ultimate project completion will be September 2023.

Council Member Howeth said she is most often asked when the railroad tressel will be removed and when the rest of the crossover will be removed. Mr. Paramanantham said a media release will be sent out in February 2021 answering those questions.

He thanked Mayor Plyler and the City of Sherman, Judge Bill Magers and Grayson County, and the Metropolitan Planning

Organization for helping with funding for the project. Without that funding, this project would not be possible.

Other projects that TxDOT is working on include the design of a six lane conversion from the Collin County line to FM 1417. The portion from the Collin County line to FM 902 is currently funded for FY 2024. The portion from FM 902 to FM 1417 is currently unfunded, but will cost approximately $70 million. They will request funding in 2022, through the Unified Transportation Plan.

Another project is US 75 from SH 91 to FM 120 in Denison. He said they would also like to incorporate the portion from SH 91 to US 82 in that project, however that section is not currently funded. He added that portion is well beyond its design life.

Reconstruction and widening of FM 1417 from US 82 to SH56 and beyond is expected to cost about $31.4 million and is approximately 15% complete. The Sand Creek Bridge should be complete in July 2021.

The first year is for the utility portion, and the water line. The entire project should be complete by 2024. The project is taking longer in order to keep the road open during construction.

A consultant is working on the schematic and right-of-way work on the portion south of that, and it's pretty much complete. He will request funding from the County Commissioners for that project next year.

Mayor Plyler thanked Mr. Paramanantham and his staff; the partners at Grayson County; Clay Barnett, Executive Director, Sherman-Denison Metropolitan Planning Organization and Grayson County Engineer; and everyone involved with this project. He said it has been a huge project for the City of Sherman and will be an effort to keep traffic moving for a few months, but it will be great when it's done.

Mr. Paramanantham added that the "Don't Mess With Texas" campaign started many years ago and said TxDOT spends about $55 million on litter pickup throughout the State. About $1.6 million is spent in the Paris District, and about $500,000 is spent in Grayson County every year. That money could be used for projects instead of litter pickup.

Council Member Melton asked about the litter pickup and Mr. Paramanantham said they mostly hire contractors to provide that service now. Their employees do pickup litter, but 90% of the work is contracted out. Council Member Melton asked about using people in jail to pickup litter. He said that was done in the past, but there is a huge risk with traffic.

Council Member Holland asked if the 60 mile per hour speed limit in construction areas helped with safety on the highways. Mr. Paramanantham said he has not heard of any complaints

from the contractors. There was an initial concern, and he thanked the Council for reducing the speed limit. He said there are still some drivers that think it's 80 miles per hour.

CANCEL CITY COUNCIL MTG

CONSIDER CANCELLATION OF THE DECEMBER 21, 2020 REGULAR CITY COUNCIL MEETING

Mr. Hefton said the December 21, 2020 Council Meeting would be the second December meeting, and would be scheduled for the week of Christmas. He recommended that the Council approve the cancellation of the meeting. He said if there are items that are time sensitive and need to be approved by the Council, a Special Meeting could be called for next week, probably toward the end of the week.

ACTION TAKEN.

Motion by Council Member Howeth to cancel the December 21, 2020 Regular City Council Meeting, as presented. Second by Deputy Mayor Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

APPROVE REPLAT NORTH CREEK ADDITION

REPLAT APPROVAL OF NORTH CREEK ADDITION, SECTION 5 AND REPLAT OF LOTS 4 AND 5, NORTH CREEK ADDITION, SECTION 4, BEING 6.359 ACRES IN THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42; YOUNG ENTERPRISES, LP, OWNERS; CITY OF SHERMAN, WAYNE LEE, APPLICANT; AND JONES CARTER, CIVIL ENGINEERS/SURVEYOR (4700-5000 BLOCKS OF NORTH TRAVIS STREET AND 5004 AND 5008 KNOLLWOOD ROAD

Mr. Lee said this replat addresses a traffic safety issue, and a traffic signal is needed at North Creek Drive and Travis Street. At that location, Travis Street is a TxDOT roadway.

TxDOT requires that Knollwood Road be closed before that signal is installed. The City has entered into negotiations with the property owner at that location, about extending Hilre Drive to Travis Street.

As part of those negotiations, they would dedicate the right-of-way for Hilre Drive, by this plat. The plat would then be filed by the City.

Funding for the traffic signal is available in 2021 for installation by TxDOT. The extension would need to be completed prior to installation. Mr. Lee said the City should have final plans on Hilre Drive, later this week.

Council Member Melton felt this was a "safe way to deal with that" because that is a very dangerous area.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Replat of North Creek Addition, Section 5 and Replat of

Lots 4 and 5, North Creek Addition, Section 4, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR TUESDAY, JANUARY 19, 2021, DUE TO CONFLICT WITH A FEDERAL HOLIDAY

SET CALLED MTG (JANUARY 19, 2021)

The City Council approved calling a Special Meeting of the City Council for Tuesday, January 19, 2021, due to a conflict with a Federal holiday. The second Regular Meeting in January 2021, would fall on Martin Luther King, Jr. Day, which is a Federal holiday.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF MEADOW VIEW ADDITION, BEING 0.329 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667; MICHAEL STERRY, OWNER AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2213 SOUTH CROCKETT STREET)

APPROVE FINAL PLAT MEADOW VIEW ADDITION

The City Council approved the Final Plat of the Meadow View Addition, a 0.329 acre tract located at 2213 South Crockett Street, in the Preston Kitchen Survey, Abstract No. 667.

The property was annexed into the City on June 30, 1968 as an R-1 (One Family Residential) District. The existing building on the lot has been used as a beauty shop, retail clothing sales, office, barber shop, thrift shop and retail fresh produce. The owner would like to plat the property into one lot for commercial development.

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

REPLAT APPROVAL OF SHERMAN CROSSROADS, PHASE II. LOTS 25, 26 AND 27, BLOCK 2, BEING 8.938 ACRES AND BEING LOT 6, BLOCK 2, SHERMAN CROSSROADS, PHASE II, LOTS 1R-1 AND 6, AND IN TRACT 4 OF THE BLALOCK INDUSTRIAL PARK; SHERMAN CROSSROADS, LTD, OWNERS; AND A&W SURVEYORS, INC., SURVEYOR (3100-3500 BLOCKS OF SOUTH U.S. HIGHWAY 75)

APPROVE REPLAT SHERMAN CROSSROADS

The City Council approved the Replat of Sherman Crossroads, Phase II, Lots 25, 26, and 27, Block 2, an 8.938 acre tract, being Lot 6, Block 2, Sherman Crossroads, Phase II, Lots 1R and 6, and in Tract 4 of the Blalock Industrial Park. The property is located in the 3100 to 3500 blocks of South U.S. Highway 75, and is also located in the Blalock Commercial Overlay District.

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

MEDIA QUESTIONS — MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

PROTECTION FROM COVID-19 — PROTECTION FROM COVID-19

Council Member Stevenson reminded everyone to exercise an "overabundance of caution" in the coming days to protect themselves from COVID-19.

SNOWFLAKE FESTIVAL AND CHRISTMAS PARADE — SNOWFLAKE FESTIVAL & CHRISTMAS PARADE

Council Member Howeth complimented the Tourism Department for organizing a wonderful Snowflake Festival and Christmas Parade. She said she was pleased to see that citizens seemed to be trying to space themselves out. She said it was a great evening, and wished everyone a Merry Christmas.

ANNOUNCEMENTS — ANNOUNCEMENTS

Mayor Plyler announced the following:

- Asked everyone to remember the fateful events 79 years ago at Pearl Harbor, and the 2,400 Americans who lost their lives that day.
- A modified trash schedule will be in effect for the week of Christmas. Regularly scheduled Wednesday and Thursday pickups will be on Wednesday, December 23; regular Friday pickups will be on Thursday, December 24; and there will be no trash service on Christmas Day.
- The local chapter of the VFW will host a Christmas potluck for veterans and their families on December 16, 2020, at 11:30 a.m., at 1707 Baker Road.

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

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

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

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

- **(A) SHERMAN ECONOMIC DEVELOPMENT CORPORATION EX-OFFICIO MEMBERS**
- **(B) PLANNING AND ZONING COMMISSION**

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:56 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:18 p.m. and reconvened in Open Meeting.

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

PLANNING AND ZONING COMMISSION — **PLANNING & ZONING COMMISSION**

ACTION TAKEN.

Motion by Council Member Melton to reappoint Shawn Davis to the Planning and Zoning Commission, for a term from November 18, 2020 to November 18, 2023, as presented. Second by Council Member Steele.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT — **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 7:18 p.m.

MAYOR

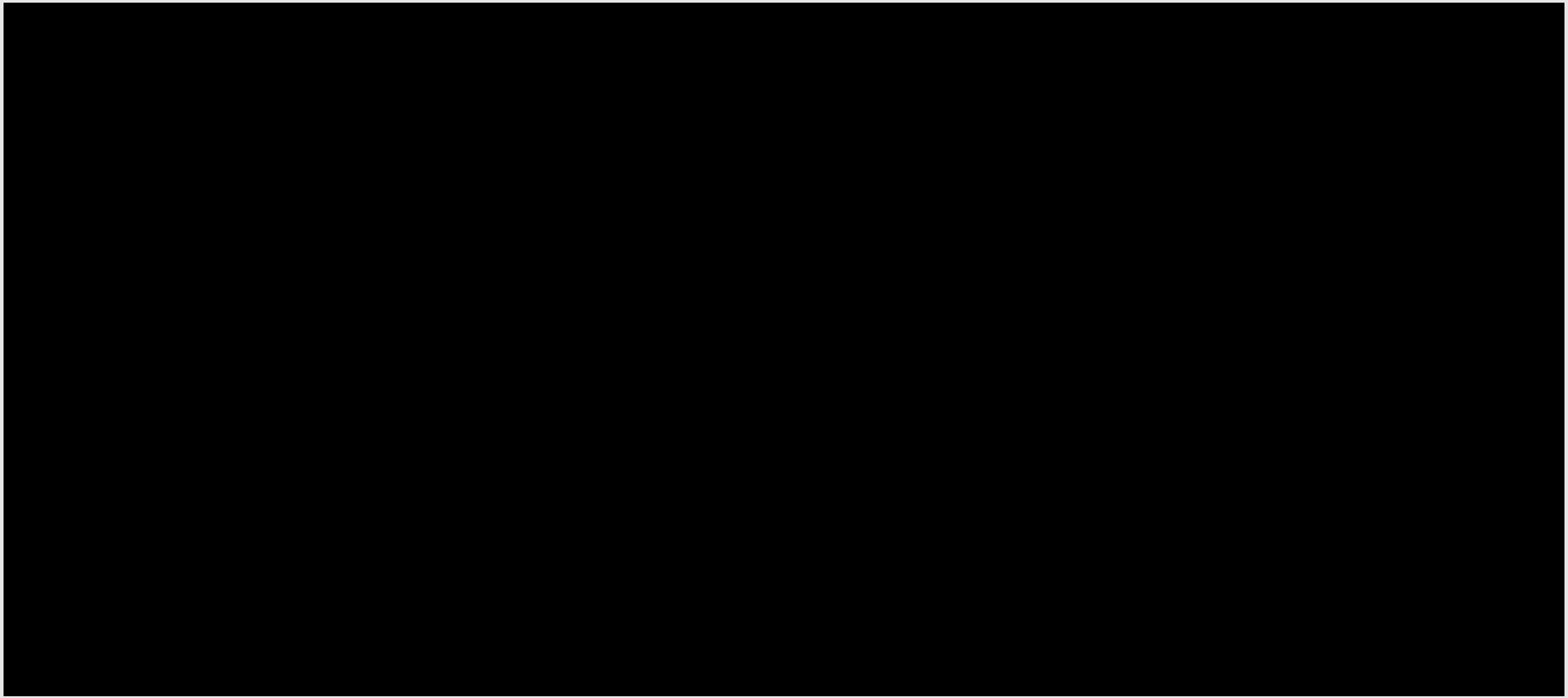
CITY CLERK

Project Update for the City of Sherman

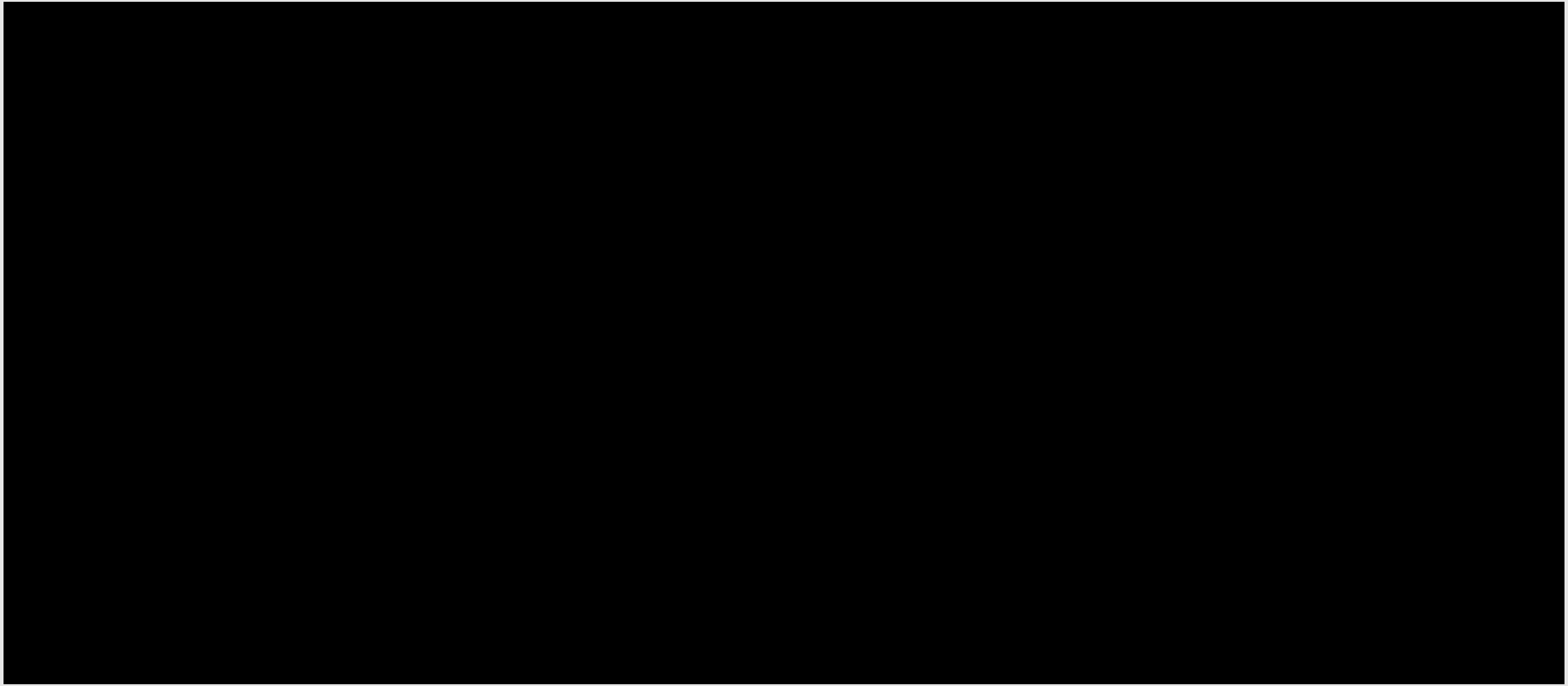
TxDOT – Connecting You with Texas

December 2020

#EndTheStreakTX



#EndTheStreakTX

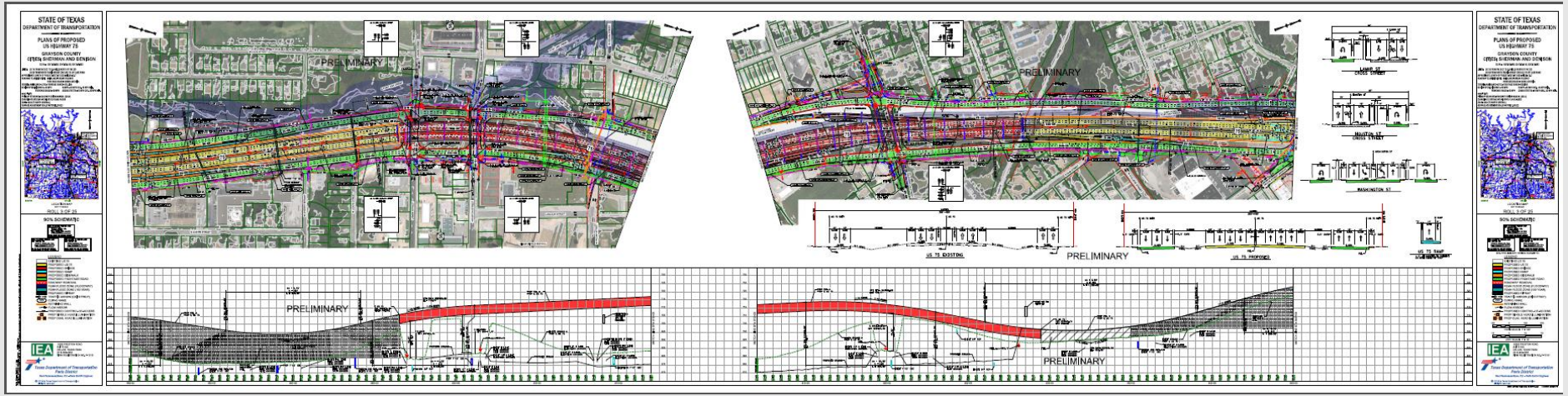


FM 691 Widening Project – US 75 to FM 131

- Project recently completed that widened Grayson Dr. from Loy Lake Rd. to Gateway Blvd.
- Improved intersection at Loy Lake Road
- Widened FM 691 to 4 lanes with a median

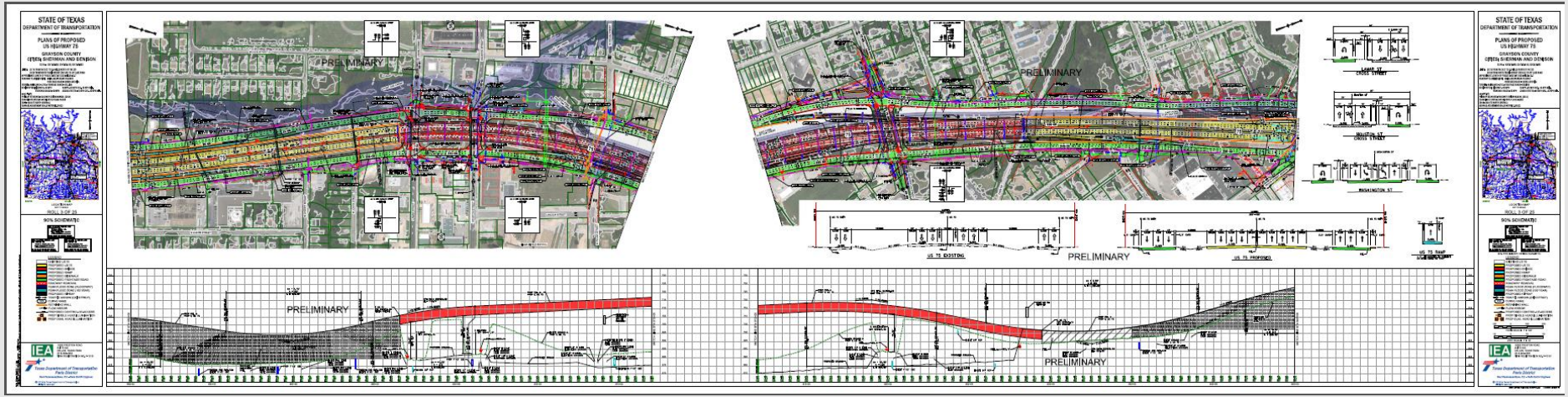
US 75 from FM 1417 to SH 91 (Texoma Parkway)

- $155M project let Sept 19 to reconstruct to 6 lane configuration from FM 1417 to SH 91
- Project will reconstruct FR bridges at US 82 and make ramp improvements throughout
- Project is approximately 20% complete



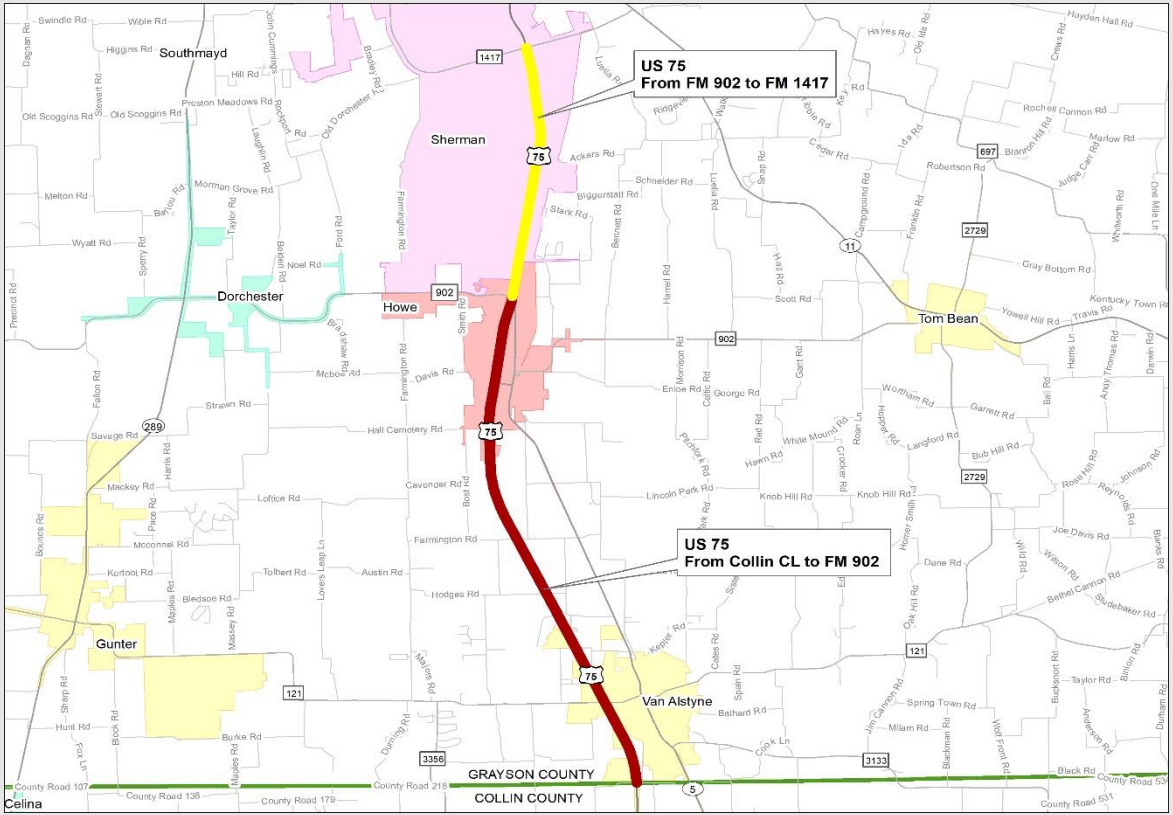
US 75 from FM 1417 to SH 91 (Texoma Parkway)

- South Travis St. bridge and intersection projected to be open by August 2021
- Expect traffic shift at US 82 on to portion of new bridges by July 2021
- Participation from the City of Sherman helped to make this project happen



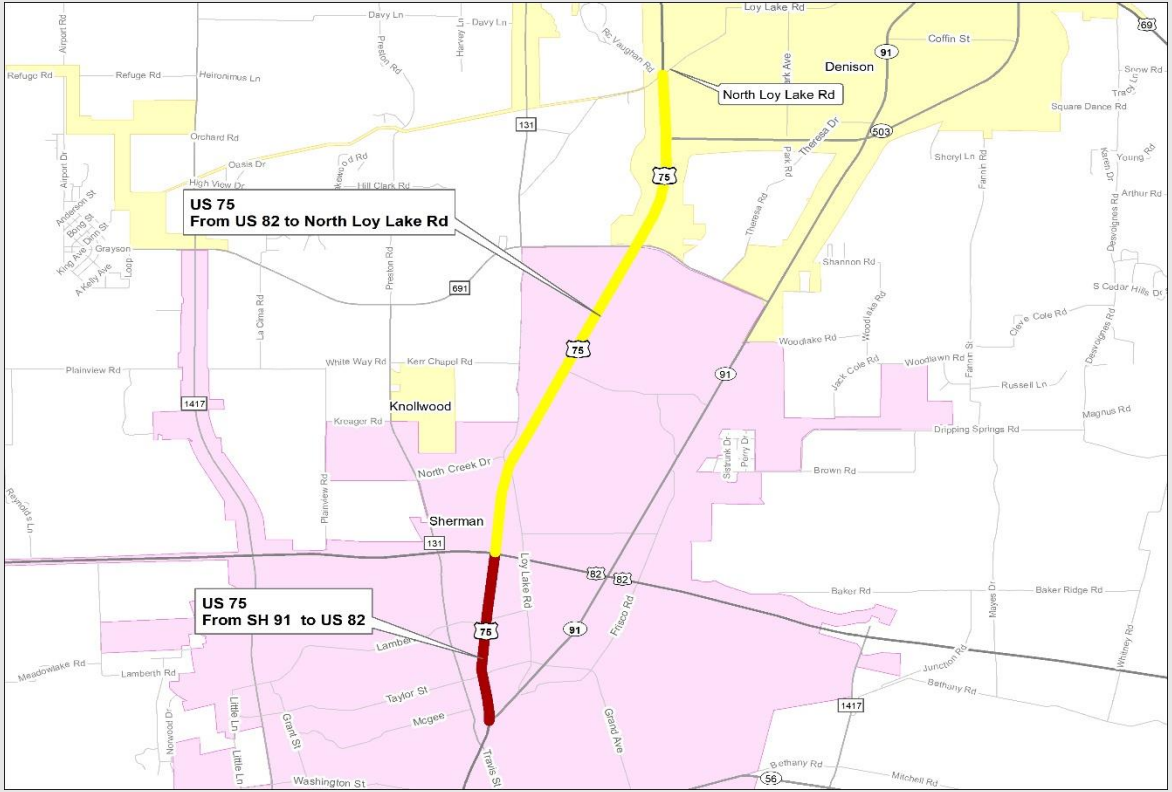
More US 75 Projects to Come

- TxDOT is working with EST, Inc to design 6 lanes conversion from Collin CL to FM 1417
  - Collin CL to FM 902 – Currently funded for FY 2024
  - FM 902 to FM 1417 – Unfunded. Will request in 2022 Unified Transportation Plan



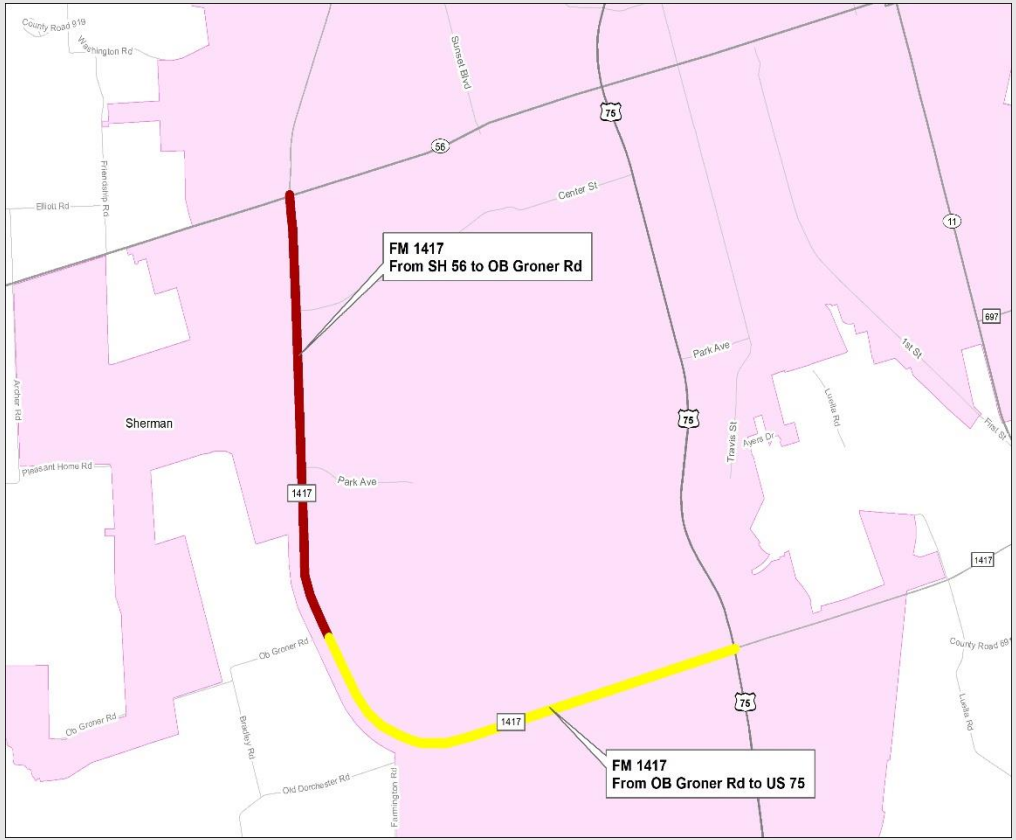
More US 75 Projects to Come

- US 75 schematic from SH 91 to FM 120 is approved and environmentally clear
  - Main lane reconstruction and widening to 6 lanes from:
    - SH 91 (Texoma Parkway) to US 82
      - » Design to begin soon but currently unfunded
    - US 82 to North Loy Lake Road
      - » Project is funded and design will begin soon

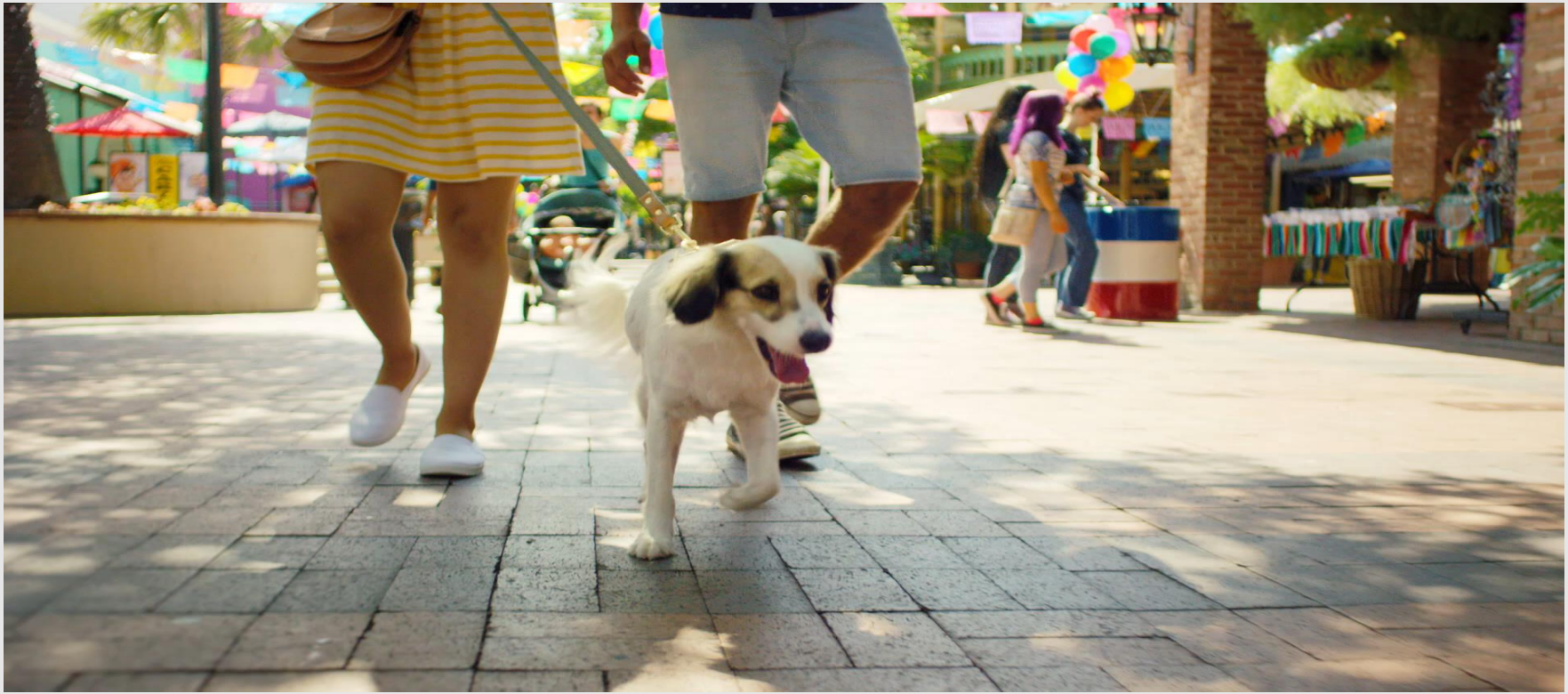


FM 1417 – US 82 to SH 56 and Beyond

- Reconstruction and widening of FM 1417 (Heritage Parkway) from US 82 to SH 56
  - Project let to Zachry Construction for $31.4M. Approx. 15% complete
  - Expect Sand Creek bridge complete in July 2021
- Intersection improvements at OB Groner have been completed
- SH 56 to OB Groner
  - Schematic and right-of-way work is complete
  - Construction plans (PS&E) are currently underway
  - Unfunded project but will request funding through 2022 UTP
- OB Groner to US 75
  - Unfunded project but will request funding through 2022 UTP
- City, County and Sherman-Denison MPO participation helps TxDOT deliver projects



Don’t Mess With Texas



Contact Information

Noel Paramanantham, P.E.
Paris District Engineer
903.737.9206
Noel.Paramanantham@txdot.gov

Aaron Bloom, P.E.
Sherman Area Engineer
903.868.9251
Aaron.Bloom@txdot.gov

STATE OF TEXAS §

December 18, 2020

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the Sherman Municipal Ballroom on December 18, 2020.

COUNCIL MEMBERS PRESENT: Mayor David Plyler.
Council Members, Howeth, Melton, Steele, Stevenson, Teamann.

COUNCIL MEMBERS ABSENT: Deputy Mayor Daron Holland.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Rob Ray, Director of Development Services; Wayne Lee, Director of Engineering; Nate Strauch, Community and Support Services Manager; Tammy Davis, Controller; Theresa Hutchinson, Parks and Recreation Manager; Eric Sandberg, Assistant Public Works Manager; Shawn Hackworth, IT Manager; Melissa Eason, Library Services Administrator; Sarah McRae, Tourism/Main Street Manager; Junior Jaimes, Computer Support Technician; Teri Fine, Assistant to the City Manager; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance Led by Council Member Pamela L. Howeth

Invocation by Council Member Pamela L. Howeth

Citizen Comments

Resolution No. 6676 – Authorizing Execution of a Master Development Agreement with Bel Air Communities, LLC, a Delaware Limited Liability Company, for the Construction of Public Facilities in the Bel Air Village Planned Development, an approximately 288-acre Development East of U.S. Highway 75 and South of F.M. 1417 (Vietnam Veterans Parkway), located wholly within Sherman Tax Increment Reinvestment Zone #7 in the City of Sherman, Texas

Resolution No. 6677 – Approving Amendments to the Bylaws of the Sherman Economic Development Corporation; Providing for a Review of the Bylaws; Providing a Repealing Clause; Providing for an Effective Date

Media Questions

Council Comments

Execution Session – In Accordance with Chapter 551, Govt. Code, V.T.C.S., (Open Meetings Law)

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections:

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.

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.

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

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 11:35 a.m., declared a quorum present, and opened the Called City Council Meeting.

PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER PAMELA L. HOWETH

INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH

CITIZEN COMMENTS
There were no citizen's comments.

RESOLUTION NO. 6676 – AUTHORIZING EXECUTION OF A MASTER DEVELOPMENT AGREEMENT WITH BEL AIR COMMUNITIES, LLC, A DELAWARE LIMITED COMPANY, FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE BEL AIR VILLAGE PLANNED DEVELOPMENT, AN APPROXIMATELY 288-ACRE DEVELOPMENT EAST OF U.S. HIGHWAY 75 AND SOUTH OF F.M. 1417 (VIETNAM VETERANS PARKWAY), LOCATED WHOLLY WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE #7 IN THE CITY OF SHERMAN, TEXAS
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MASTER DEVELOPMENT AGREEMENT WITH BEL AIR COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE BEL AIR VILLAGE PLANNED DEVELOPMENT, AN APPROXIMATE 288-ACRE DEVELOPMENT EAST OF U.S. HIGHWAY 75 AND SOUTH OF F.M. 1417 (VIETNAM VETERANS PARKWAY), LOCATED WHOLLY WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE #7 IN THE CITY OF SHERMAN, TEXAS.

Robby Hefton, City Manager, introduced a video for a visual introduction to the Bel Air Village Planned Development project.

Mr. Hefton said the Council recently adopted a planned development ordinance. This 300 acre project is a planned development that is primarily residential, with amenities and commercial/retail. The development will be located on the southeast corner of U.S. Hwy 75 and F.M. 1417.

Because the development is so large, it will be handled in a phased approach. The first phase will be multi-family, located in the upper, right-hand corner of the development. The second phase will include some elements of the multi-family, the beach club area, and retail. The third phase will be the remainder of the single-family development. The project will not be a one or two year project, but a project that will take years to "build out."

Even at this point, he said there is significant interest from single-family developers, and he felt the project would gain momentum very quickly. The way the project is structured, Mr. Hefton said it is good for both the City of Sherman and the developer. It uses a balanced approach and the City is phasing their construction of infrastructure at the same time that the developer is phasing his infrastructure and other improvements. It calls for both parties to begin simultaneously, so the developer and the City will both begin their phase one infrastructure at the same time. Same thing with phase two and phase three.

Mr. Hefton said there are two major aspects to the City's commitment. The first is the infrastructure, which will be done in a phased manner, and the second is committing the income stream generated for the Tax Increment Reinvestment Zone itself. He addressed the timing of the infrastructure and the TIRZ money.

The City will begin the phase one infrastructure improvements when the developer beings his phase one infrastructure improvements, and the same for the following phases. The TIRZ dollars will be an "all or nothing" situation. Until the developer completes phase two of the project, the City will have rights to all of the revenue generated by the TIRZ, and the developer will have no rights to that income.

When the developer completes phase two, the City will have no rights to any of the TIRZ income and the developer will have all the rights to the TIRZ income, for a 20-year period. It's bounded by time, not by dollars. The starting point is when construction starts on the infrastructure, and the revenue piece is when the phase two infrastructure is completed.

Mr. Hefton said there are other elements and documents that will come along later, especially the Public Improvement District, which is mentioned in the Master Development Agreement, and will be a significant part of the agreement and the project. The PID has not been established yet, but is referenced in the document. The consultant for the PID has already been appointed.

Mr. Hefton mentioned several of the partners that have worked on the project to bring it this far, including the developer, the City Council Committee, and the entire City Council. He said the project wouldn't have happened without having the City Council on board, and he thanked them for the direction they have given the staff on the project.

He said the City is excited about the project, and expects to "move dirt" in 2021, but said the market will determine the "build-out," but he did expect that it would be a quick build-out because of the amenities and the "wow factor" that the project brings. He said they all want an agreement that is good for everyone. He said they were all there to answer any questions that the Council might have on the project.

Council Member Melton thanked Clint Philpott, Assistant City Manager, for spending so much time with her, answering her questions on the project, and said she is finally comfortable with the agreement. Mr. Hefton said having Mr. Philpott and Terrence Steele, Assistant City Manager, here were critical to the process, and they can also answer any questions about the project.

Council Member Steele thanked Ronny Guerrero, President and CEO, American Communities, LLC, Developer for the Project, for his commitment to Sherman. He said the agreement took a while, but in the end, they are all comfortable with it and the framework has been made for the future. He said he was excited for Mr. Guerrero and for the City of Sherman.

ACTION TAKEN.

Motion by Council Member Steele to adopt Resolution No. 6676, as presented. Second by Council Member Melton.

VOTING AYE: Howeth, Melton, Steele, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

Council Member Teamann entered the meeting at 11:50 a.m.

RESOLUTION NO. 6677 – APPROVING AMENDMENTS TO THE BYLAWS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR A REVIEW OF THE BYLAWS; PROVIDING A REPEALING CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AMENDMENTS TO THE BYLAWS OF THE SHERMAN ECONOMIC DEVELOPMENT

CORPORATION; PROVIDING FOR A REVIEW OF THE BYLAWS; PROVIDING A REPEALING CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Hefton said in September 2020, the Sherman Economic Development Corporation amended their by-laws to clarify some changes that were made from a previous version of their by-laws. At that time, they unintentionally omitted some elements of the existing by-laws, and they decided to go back and add those elements back in. The most significant omission was making sure that the City Council has representation on the SEDCO Board, through the ex-officio membership. The changes presented today have been adopted by the SEDCO Board, and are presented for City Council approval.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Resolution No. 6677, as presented. Second by Council Member Steele.

VOTING AYE: Howeth, Steele, Stevenson, Teamann.
VOTING NAY: Melton.
MOTION CARRIED.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

MERRY CHRISTMAS AND HAPPY NEW YEAR

Council Member Melton wished everyone a Merry Christmas and a Happy New Year, and urged them to be safe. She said COVID is very real.

BEL AIR VILLAGE

Council Member Howeth said Sherman has just received the best Christmas present with the passage of the Bel Air Village. She said they appreciated the many hours of work that has been put into the project and said she looks forward to the changes it will bring to Sherman and the new families it will bring in.

MERRY CHRISTMAS, HAPPY HOLIDAYS, AND HAPPY NEW YEAR

Mayor Plyler wished everyone a Merry Christmas, Happy Holidays, and a Happy New Year.

EXECUTIVE SESSION

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections:

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.

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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.

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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.

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 11:54 a.m.

On Motion duly made and carried, the Executive Session recessed at 12:06 p.m. and reconvened in Open Meeting.

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

ADJOURNMENT
There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:08 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 1.**

Meeting Date: 01/04/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 4. **** RESOLUTION NO. 6680***

Approving an Amendment to the Composition of the Animal Control Advisory Committee; Providing for its Membership and Terms of Office; Allowing its Organization and Structure

E. 5. **** RESOLUTION NO. 6681***

Authorizing Execution of an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the Relocation of Overhead Electric Supply along the Highway 75 South Service Road at Highway 56 in the City of Sherman, Texas

E. 6. **** RESOLUTION NO. 6682***

Authorizing Execution of an Agreement with The Cunningham Family Trust LTD 1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 809 East Wells Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 7. **** RESOLUTION NO. 6683***

Authorizing Execution of an Agreement with The Cunningham Family Trust LTD 1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 623 South Maxey Street within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 8. **** RESOLUTION NO. 6684***

Authorizing the Purchase of a New 2021 Kenworth T440 6x4 Dump Truck for the Utilities Distribution Services Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

E. 9. **** RESOLUTION NO. 6685***
Authorizing the Purchase of a New 2021 Kenworth T440 6x4 Dump Truck for the Street Maintenance Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

E. 10. **** RESOLUTION NO. 6686***
Authorizing the Purchase of a New Chipper Truck for the Street Maintenance Department from Southwest International through the Sourcewell Purchasing Cooperative

E. 11. **** RESOLUTION NO. 6687***
Authorizing the Purchase of a New International Bucket Truck for the Street Maintenance Department from Southwest International through the Sourcewell Purchasing Cooperative

E. 12. **** RESOLUTION NO. 6688***
Authorizing the Purchase of a New 2020 John Deere Box Blade for the Street Maintenance Department from RDO Equipment through the Sourcewell Purchasing Cooperative

E. 13. **** RESOLUTION NO. 6689***
Authorizing the Purchase of a New 2021 Ford Super Duty F-350 Truck for the Street Maintenance Department from Holiday Ford Whitesboro

E. 14. **** RESOLUTION NO. 6690***
Authorizing the Purchase of a New 2021 Ford Super Duty F-250 Crew Cab Truck for the Street Maintenance Department from Holiday Ford Whitesboro

E. 15. **** RESOLUTION NO. 6691***
Authorizing the Purchase of a New 40 cubic yard Frontier Front Loader Body for the Solid Waste Department from Bridgeport Manufacturing through the Houston-Galveston Area Council of Governments (H-GAC)

E. 16. **** RESOLUTION NO. 6692***
Authorizing the Purchase of a New 2021 Autocar Xpeditor ACX64 Chassis for Use as a Commercial Front End Loader within the Solid Waste Department from Chastang Enterprises through the Texas Local Government Purchasing Cooperative (BuyBoard)

F. 2. **** REQUEST TO ADVERTISE***
WWTP Operations Building Additions and Remodel Project

F. 3. **** REQUEST TO ADVERTISE***
Annual Water and Sewer Maintenance Supplies and Parts

F. 4. **** REQUEST TO ADVERTISE***
Annual Services for Finish and Rough Mowing of Various City Properties

G. 5. **** OTHER BUSINESS***

Final Plat Approval of Washington Meadows, Phase I, being 15.983 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor [900 block of North F.M. 1417 (Heritage Parkway)]

G. 6. **** OTHER BUSINESS***

Final Plat Approval of Washington Meadows, Phase II, being 21.132 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor [900 block of North F.M. 1417 (Heritage Parkway)]

G. 7. **** OTHER BUSINESS***

Final Plat Approval of M&G Home Builders Epstein Street Addition, Lots 1 and 2, being 0.367 acres in the G.B. Pilant Survey, Abstract No. 963; M&G Homebuilders, LLC, Owners; Martin Covarrubias, Representative; and Preston Trail Land Surveying, LLC, Surveyor (1014 East Esptein Street)

G. 8. **** OTHER BUSINESS***

Final Plat Approval of Lots 1 and 2, Block A, First United Bank Addition, being 5.583 acres in the J.B. McAnair Survey, Abstract No. 763; First United Bank & Trust, Owners; Dean Gilbert, Representative; and All American Surveying, Surveyor (2007 and 2011 Texoma Parkway)

G. 9. **** OTHER BUSINESS***

Final Plat Approval of Glitzy Girlz Addition, being 4.250 acres in the Alfred Hume Survey, Abstract No. 522; 680 Investment Properties, LLC, Owners; and Underwood Drafting and Surveying, Inc., Surveyor [4805 North F.M. 1417 (Heritage Parkway)]

G. 10. **** OTHER BUSINESS***

Approval of the 2020 Ad Valorem Tax Roll Value and Tax Levy

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 1.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6342

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Preschool in an R-1 (One Family Residential) District/College Park Overlay District on property located at 1318 North Luckett Street, being Lot 2R, Block 5, Replat Mildred Heights Addition, Block 5, Lots 1R and 2R (Lennie and Lisa Lundervold, Owners; and Preston Trail Land Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Issue:

To consider the request of Lennie and Lisa Lundervold (Owners) and Preston Trail Land Surveying (Surveyor) for the property located at at 1318 North Luckett Street, being Lot 2R, Block 5, Replat Mildred Heights Addition, Block 5, Lots 1R and 2R for a Specific Use Permit to allow a Preschool in an R-1 (One Family Residential) District/College Park Overlay District

Background:

The property is located at 1318 North Luckett Street, between Dorchester and Tuck Streets. The property is zoned an R-1 (One Family Residential) District and is located in the College Park Overlay District. The owners would like to open a State Licensed Preschool with a maximum of ten children at this location. The hours of operation will be Monday through Friday, 8:30 a.m. to 3:30 p.m., with morning and afternoon sessions.

Origination:

Lennie and Lisa Lundervold (Owners)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the December 15, 2020 regular meeting, the Planning and Zoning Board voted 5/2 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and limiting the number of children to ten. Commission Members Davis and Downtain voted against.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6342
Exhibit A - Legal Description
Deed
Aerial Location Map
Zoning Map
Zoning Sign Photo
Narrative
Replat
Site Plan
Floor Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6342

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A PRESCHOOL IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT ON PROPERTY LOCATED AT 1318 NORTH LUCKETT STREET, BEING LOT 2R, BLOCK 5, REPLAT MILDRED HEIGHTS ADDITION, BLOCK 5, LOTS 1R AND 2R (LENNIE AND LISA LUNDERVOLD, OWNERS; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; 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 Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the effective date of this ordinance, Lennie and Lisa Lundervold (Owners) and Preston Trail Land Surveying (Surveyor) and the property located at 1318 North Luckett Street and more particularly described in Exhibit A – Legal Description are granted a Specific Use Permit to allow a Preschool in an R-1 (One-Family Residential) District/College Park Overlay District on the property and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the property described in Exhibit A – Legal Description.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the College Park Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Signs advertising the business are not allowed.
4. Development shall maintain the residential look of the property.
5. Parking is permitted on paved surfaces only (concrete or asphalt).
6. All required off-street parking shall be on private property and shall not encroach into Luckett Street right-of-way; drop off and pick up areas must be provided to eliminate stacking of vehicles in the street.
7. Employee parking must be provided onsite.
8. Hours of operation shall only be allowed from 6 a.m. to 6 p.m., Monday thru Friday.
9. A minimum 6' screening shall be provided and maintained in areas abutting any residential districts.
10. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Planning and Zoning Commission:

13. The number of children attending the preschool at any given time shall not exceed 10.

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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: _____
CITY ATTORNEY

Loan # 300720238

EXHIBIT A

LOT 2R, BLOCK 5, REPLAT OF MILDRED HEIGHTS ADDITION, BLOCK 5, LOTS 1R AND 2R, AN ADDITION IN GRAYSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2020, PAGE 137, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 26758

ERecordings-RP

Recorded On: October 01, 2020 11:41 AM Number of Pages: 4

Parties: BURDETT JOHN ETAL

" Examined and Charged as Follows: "

Total Recording: $24.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	26758	Simplifile
Receipt Number:	20201001000077	
Recorded Date/Time:	October 01, 2020 11:41 AM	
User:	Cort M	
Station:	CLERK07	

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

absolute.

WHEREAS, Mortgagee, at the special instance and request of Grantee, having paid to Grantor a portion of the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgagee to all rights and remedies of Grantor in the Property by virtue thereof.

Secured Title of Texas
GF# SAU20000105

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED
(With Third Party Vendor's Lien)

THE STATE OF TEXAS §

COUNTY OF **GRAYSON** §

THAT **JOHN BURDETT AND ZAIDA BURDETT**, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by **LENNIE L. LUNDERVOLD AND LISA Y. LUNDERVOLD, HUSBAND AND WIFE**, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by Grantee of one certain Promissory Note of even date herewith, in the original principal sum of **One Hundred Eight Thousand And No/100 Dollars ($108,000.00)**, payable to the order of **PRIMARY RESIDENTIAL MORTGAGE, INC.**, hereinafter called "Mortgagee"; said Promissory Note being secured by a Vendor's Lien and the Superior Title herein retained and reserved in favor of Grantor and assigned and conveyed, without recourse, to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **THOMAS E. BLACK, JR.**, Trustee, reference to said Promissory Note and Deed of Trust being hereby made for all purposes; Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described real property, to-wit:

LOT 2R, BLOCK 5, REPLAT OF MILDRED HEIGHTS ADDITION, BLOCK 5, LOTS 1R AND 2R, AN ADDITION IN GRAYSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2020, PAGE 137, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title, and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's heirs or assigns FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators TO WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee and Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed that Grantor reserves and retains for Grantor, and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the Property until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

WHEREAS, Mortgagee, at the special instance and request of Grantee, having paid to Grantor a portion of the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgagee to all rights and remedies of Grantor in the Property by virtue thereof.

To the extent applicable to and enforceable against the Property, this Deed is executed, delivered and accepted subject to the following: any liens described herein; ad valorem taxes for the current and all subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership; zoning ordinances, utility district assessments, and standby fees, if any; all valid utility easements created by the dedication deed or plat of the platted subdivision in which the Property is located, covenants and restrictions common to the platted subdivision in which the Property is located, mineral reservations, and maintenance or assessment liens (if any), all as shown by the real property records of the County Clerk of the County in which said Property is located; and any title or rights asserted by anyone (including, but not limited to, persons, corporations, governments or other entities) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any.

The contract between Grantor, as the seller, and Grantee, as the buyer, may contain limitations as to warranties. To the extent said contract provides for such limitations to survive this conveyance, they shall be deemed incorporated herein by reference. However, the warranty of title contained in this Deed is hereby expressly excluded from any limitations as to warranties contained in the contract referenced in this paragraph.

When this Deed is executed by more than one person, or when Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be. The term "Mortgagee" shall include the Mortgagee's heirs, successors and assigns, as applicable.

DATED the **25TH** day of **SEPTEMBER, 2020.**

JOHN BURDETT

ZAIDA BURDETT

After Recording Return To Grantee
At GRANTEE'S MAILING ADDRESS:

LENNIE L. LUNDERVOLD
413 CARNEROS DRIVE
SHERMAN, TX 75092

ACKNOWLEDGMENTS

The State of **TEXAS** §

County of **GRAYSON** §

This instrument was acknowledged before me on the 25 day of Sept., 2020, by **JOHN BURDETT and ZAIDA BURDETT**.

AMY M. STRONG
Notary Public, State of Texas
Comm. Expires 03-02-2021
Notary ID 126644158

Notary Public

My commission expires:

03.02.21

Amy M Strong
Notary's Name (printed)

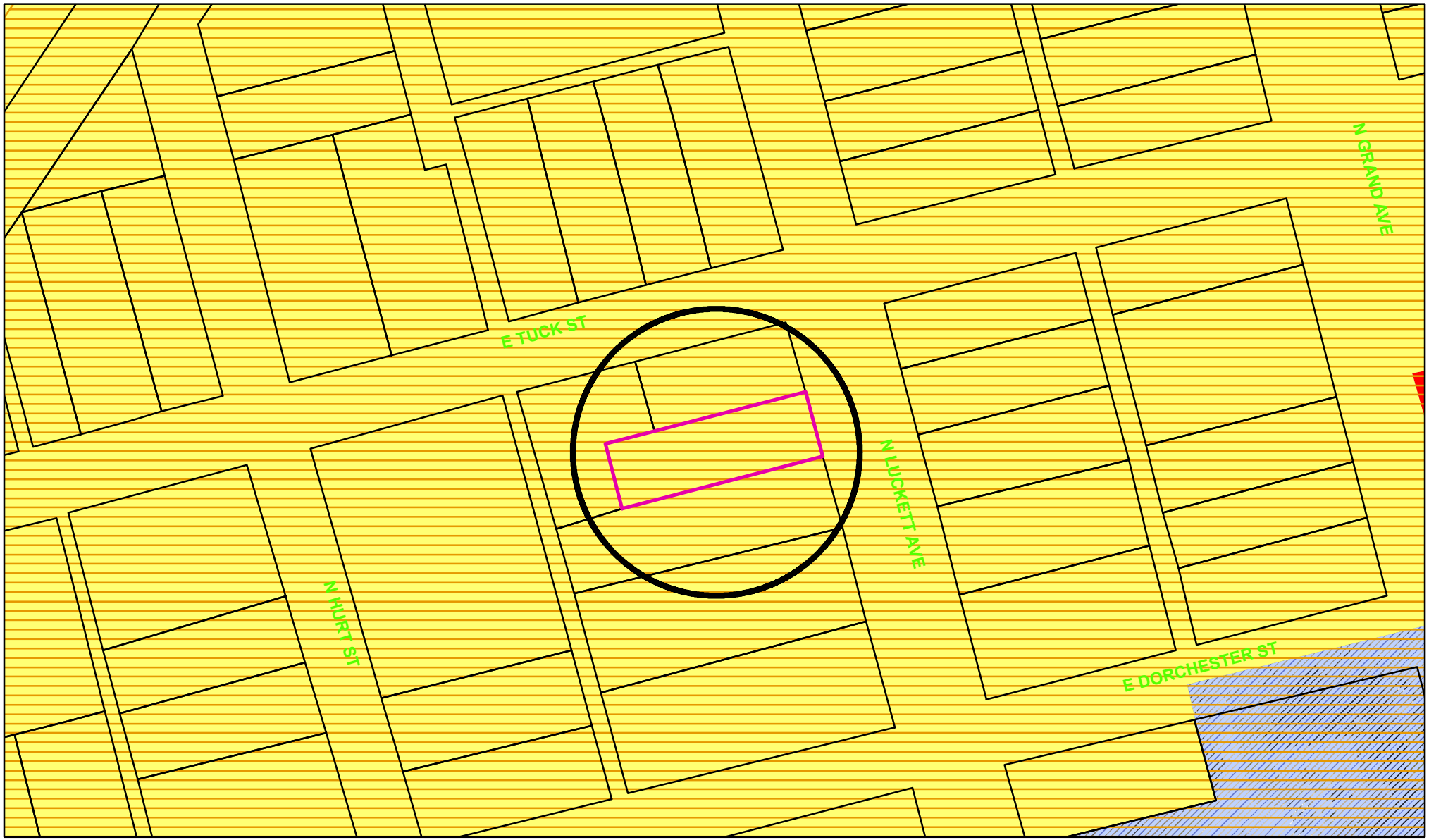
1318 North Luckett Street

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 400 ft



Zoning - 1318 North Luckett Street

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 = 100 ft

1318 North Luckett Street

October 28th, 2020

To Whom It May Concern,

Property Address: 1318 N Luckett Street Sherman, TX 75090

Purchased by: Lennie & Lisa Lundervold

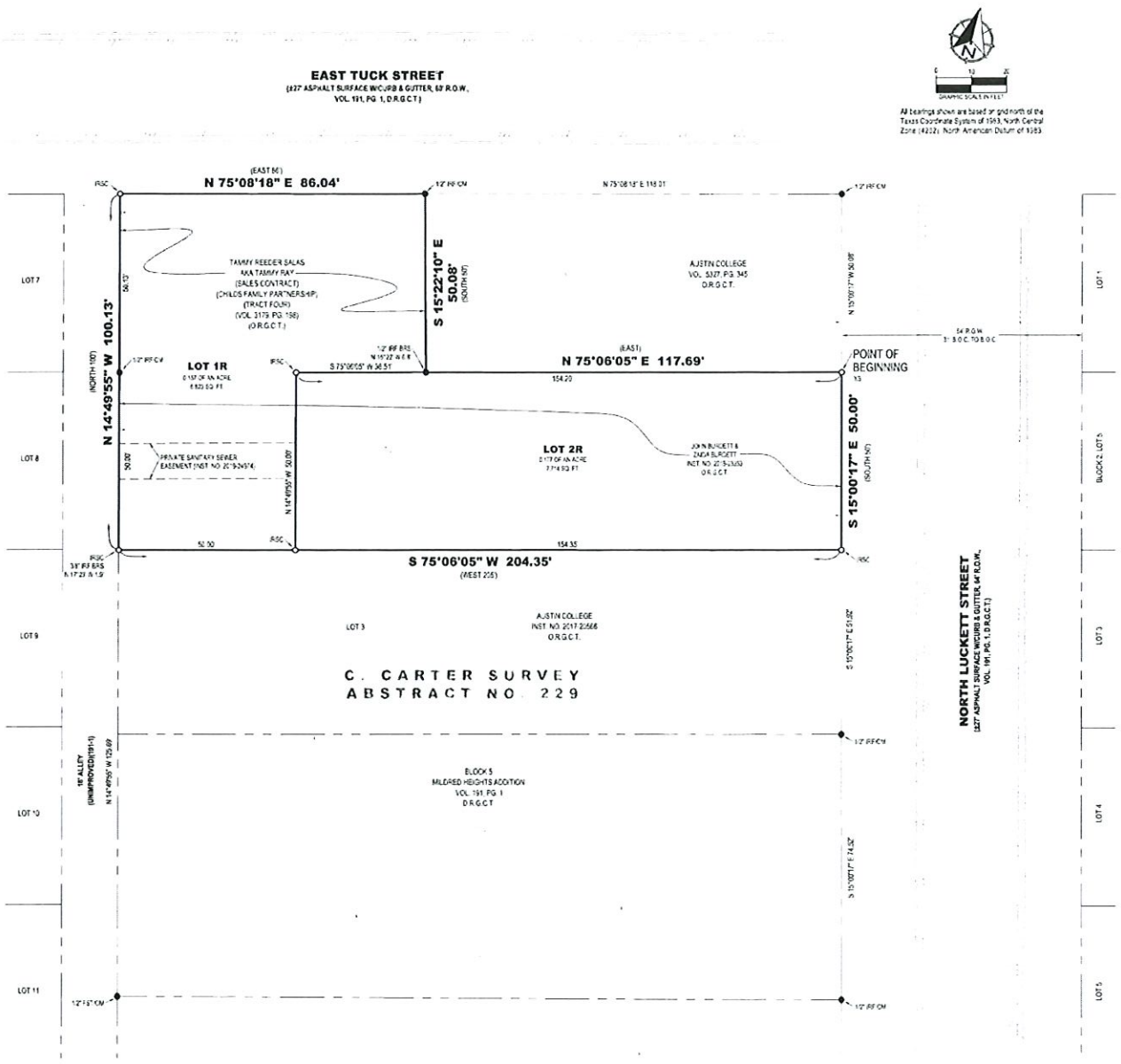
Proposed use: Preschool

We purchased this property with the intent to open a State Licensed Preschool. The State Licensor has visited the property and performed an initial inspection. The hours of operation for the Preschool will be Monday thru Friday, 8:30 am – 3:30 pm with a morning session and an afternoon session.

There are no other buildings on the property at this time, just the house. We may add a storage shed to the back yard in the future and will apply for a permit if we do decide to add the shed at a later date.

Thank you,

Lisa & Lennie Lundervold



FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

GENERAL NOTES:

1. This survey was completed without the benefit of of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

LEGEND

●	FOUND MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6565" CAP SET	INST NO.	INSTRUMENT NO.
IRF	IRON ROD FOUND	R.O.W.	RIGHT-OF-WAY
FST	FOUND SQUARE TUBE	VOL. PG	VOLUME, PAGE
X3	'X' SCRIBED IN CONCRETE SET	( )	DEED OR PLAT CALL
WFCP	WOOD FENCE CORNER POST		BOUNDARY LINE
BRS	BEARS		ADJOINER LINE
CM	CONTROLLING MONUMENT		ASPHALT

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 9/3/2020 2:48:46 PM
In the PLAT Records
MILDRED HEIGHTS ADDN
Doc Number: 2020 – 137
Number of Pages: 2
Amount: 75.00
Order#: 202009030001 14
By: HA

VICINITY MAP
(NOT TO SCALE)

22068

OWNER:
Tammy Ray Salas
1322 East Tuck Street
Sherman, TX 75090

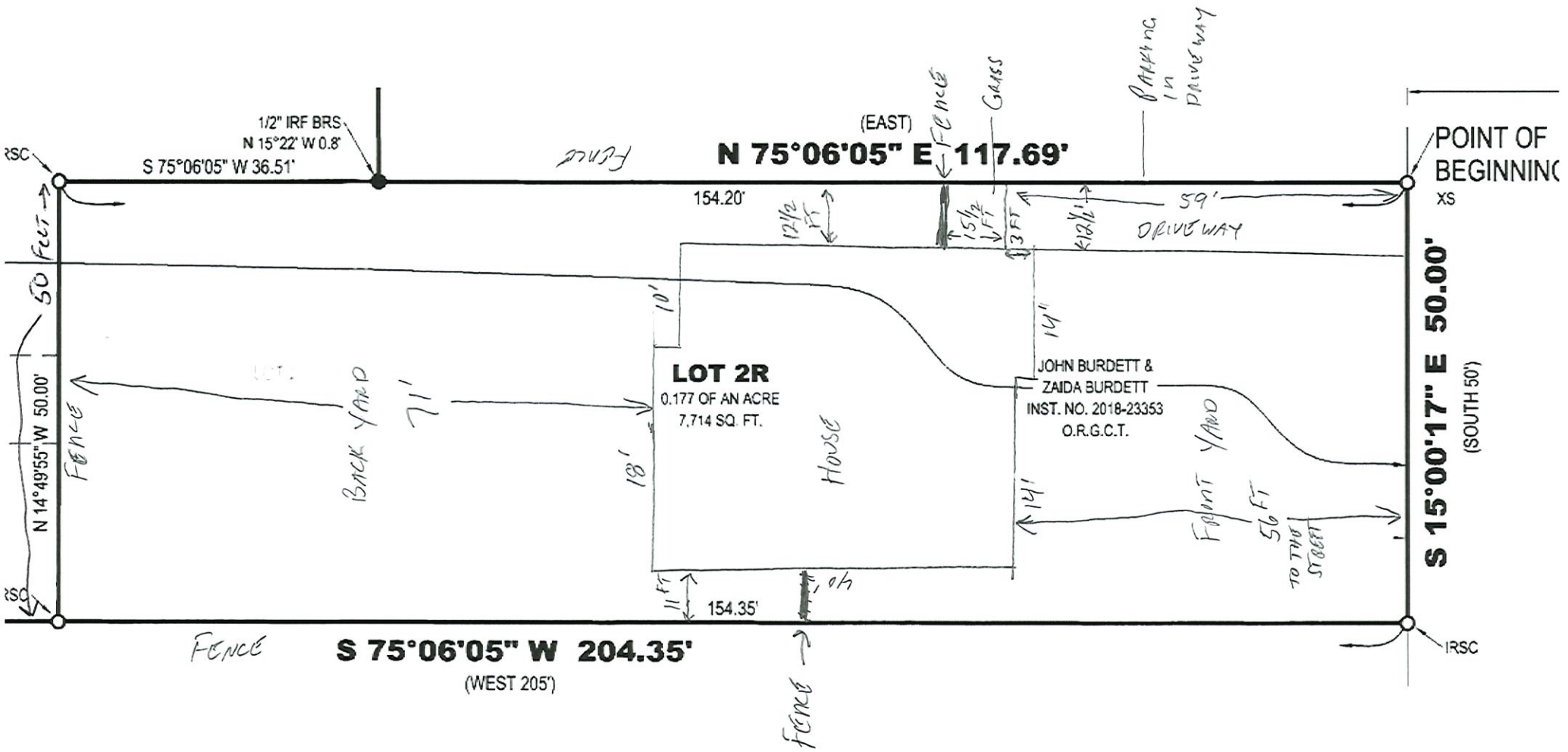
OWNER:
John Burdett
Zada Burdett
45 Tippa Road
Whitesboro, TX 76273
Ph: 940-220-1992

SURVEYOR:
Chris Nash, RPLS 6565
Preston Trail Land Surveying
83493 N State Highway 289, Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

REPLAT OF MILDRED HEIGHTS ADDITION
BLOCK 5, LOTS 1R & 2R
0.334 OF AN ACRE
C. CARTER SURVEY, ABSTRACT NO. 229
Being PART OF LOT 1 & ALL OF LOT 2
IN BLOCK 5 OF MILDRED HEIGHTS ADDITION
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

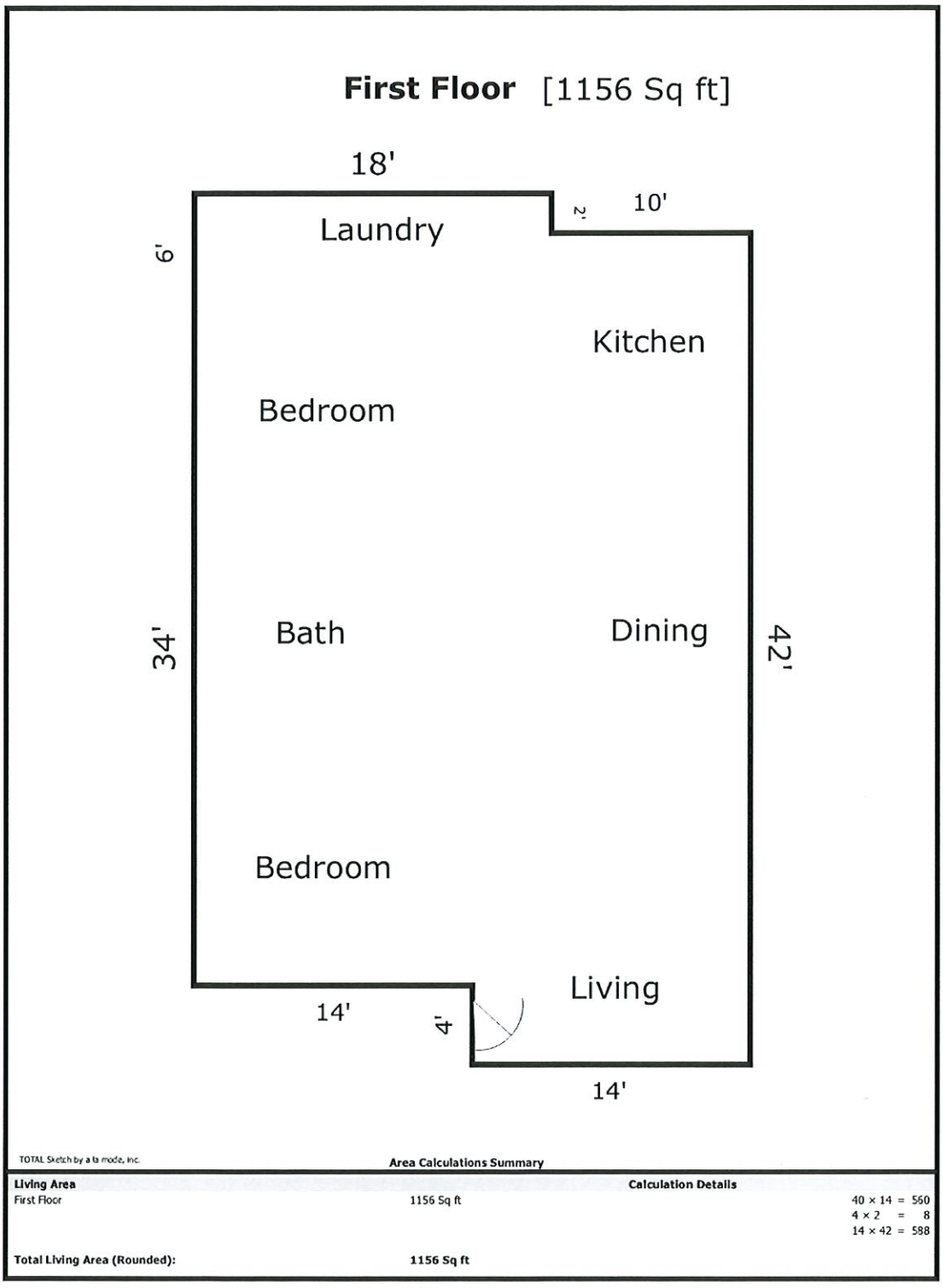
TBPLS Firm No.	Drawn by: BKH	Scale: 1"=20'	Project No. 18-0400.1
10194175	Checked by: CRN	Date: 07/25/2019	Sheet No. 1 of 2


1/2" IRF BRS
N 15°22' W 0.8'
S 75°06'05" W 36.51'
(EAST)
N 75°06'05" E 117.69'
POINT OF BEGINNING
XS
154.20'
12½ FT
15½ FT
13 FT
18½'
59'
DRIVEWAY
PARKING IN DRIVEWAY
GRASS
FENCE
50 FEET
N 14°49'55" W 50.00'
S 15°00'17" E 50.00'
(SOUTH 50')
LOT 2R
0.177 OF AN ACRE
7,714 SQ. FT.
JOHN BURDETT &
ZAIDA BURDETT
INST. NO. 2018-23353
O.R.G.C.T.
BACK YARD
71'
10'
18'
14'
HOUSE
FRONT YARD
59 FT
11 FT
154.35'
S 75°06'05" W 204.35'
(WEST 205')
IRSC

DocuSign Envelope ID: DD68E5B0-638D-42B7-9577-44C274448EAC

Building Sketch

Borrower	Lennie Lundervold & Lisa Lundervold				
Property Address	1318 N Luckett St				
City	Sherman	County	Grayson	State TX	Zip Code 75090
Lender/Client	PRMI				



TOTAL Sketch by a la mode, Inc.

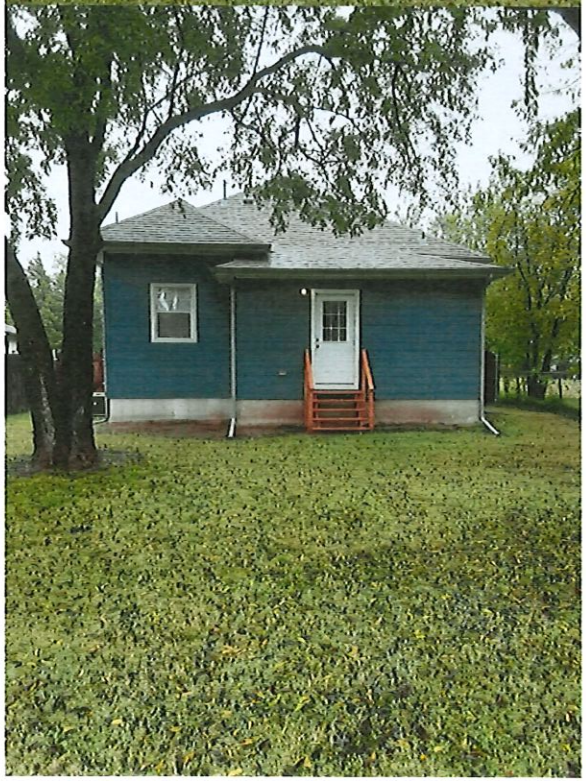
Area Calculations Summary

Living Area		Calculation Details
First Floor	1156 Sq ft	40 × 14 = 560 4 × 2 = 8 14 × 42 = 588
Total Living Area (Rounded):	**1156 Sq ft**	

FRONT OF HOUSE

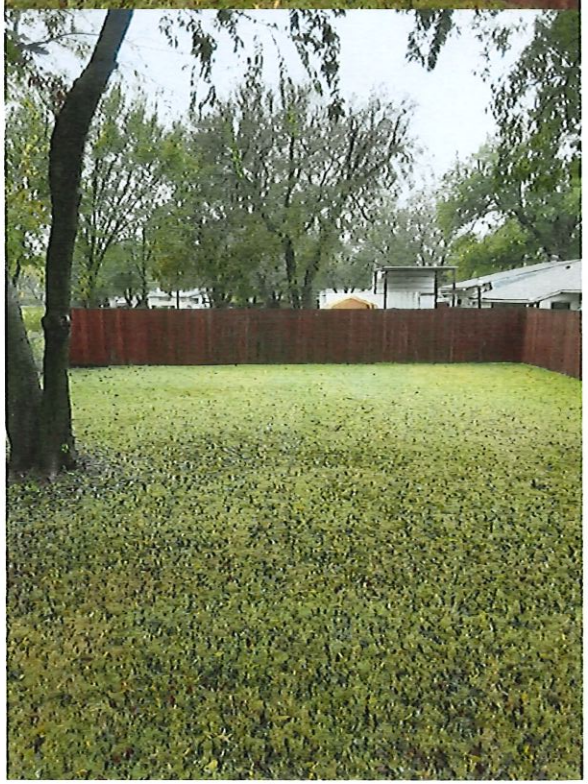
LEFT SIDE OF HOUSE

FRONT RIGHT SIDE OF HOUSE



BACK OF HOUSE

BACK RIGHT SIDE OF HOUSE



BACK YARD

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

Lennie & Lisa Lundervold
413 Carneros Drive
Sherman, TX 75092

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

Dear Applicants,

The request for Specific Use Permit and site plan approval to allow a preschool in an R-1 (One-Family Residential) District/College Park Overlay District located at 1318 North Luckett Street 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the College Park Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
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4. Development shall maintain the residential look of the property.
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7. Employee parking must be provided onsite.
8. Hours of operation shall only be allowed from 6 a.m. to 6 p.m., Monday thru Friday.
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10. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
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12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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 Commission 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 6.

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:

1318 NORTH LUCKETT STREET

The request of Lennie & Lisa Lundervold (Owners) and Preston Trail Land Surveying (Surveyor) concerning the property located at 1318 North Luckett Street, being Lot 2R, Block 5, Replat Mildred Heights Addition, Block 5, Lots 1R & 2R, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a preschool in an R-1 (One-Family Residential) District/College Park Overlay District.

Background:

The property is located at 1318 North Luckett Street between Dorchester and Tuck Streets. The property is zoned an R-1 (One Family Residential) District and located in the College Park Overlay District. The owners would like to open a State Licensed Preschool with a maximum of ten children at this location. The hours of operation will be Monday thru Friday, 8:30 a.m. to 3:30 p.m. with morning and afternoon sessions.

Adjacent Zoning:

R-1 (One Family Residential) District
College Park Overlay District

Origination:

Lennie & Lisa Lundervold (Owners)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Public/Institutional – The Public and Institutional character type includes schools, churches, and other public services for the City. Buildings may be designed to act as landmarks and this urban design adds flair to a neighborhood.

Number of notices mailed:

14

Objections Received:

0

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 2.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6343

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow an Automobile Restoration Center with Paint Booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District on property located at 2500 Texoma Parkway, being 5.919 acres in the Reuben Hendrix Survey, Abstract No. 504 (RFJ Auto Properties, LLC, Owner; and Alan Kainrad, Diamond K Contractors, Representative/General Contractor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Issue:

To consider the request of RFJ Auto Properties, LLC (Owner) and Alan Kainrad, Diamond K Contractors (Representative/General Contractor) for the property located at 2500 Texoma Parkway, being 5.919 acres in the Reuben Hendrix Survey, Abstract No. 504 for a Specific Use Permit to allow an Automobile Restoration Center with Paint Booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District

Background:

The property is located at 2500 Texoma Parkway, the corner of Texoma Parkway and east U.S. Highway 82; the Texoma Hyundai Dealership. The property is zoned a C-2 (General Commercial) District and is located in the O-1 (75 & 82) Overlay District.

The owners would like to renovate an existing metal building that is located in the rear of the property to restore used cars for wholesale sales. Restoration of the vehicles will include automobile repair, including light paint and bodywork. The cars are bought at an auction; they are in good shape but need light changes made to be sold. They will purchase cars throughout the country, bring them to this facility where they go through an inspection station. If there are any mechanical defects, they will be sent back out to auction. They won't be doing major repairs or replacing any parts at this facility. If they pass immediate inspection, they will go on to the limited finishing station, the paint booth for touch up, minor cosmetic touch up. Once they complete that, they will go to the detailing station for full detail and then to a photo booth, then placed up for sale at the Texoma facility or other dealerships. There will be a constant rotation inside the building, anywhere from 15-20 cars at a given time. Outside the building, they expect 150-200 cars on the lot. They plan to employ thirty employees at this facility.

Origination:

RFJ Auto Properties, LLC (Owners)
Alan Kainrad, Diamond K Contractors (Representative/General Contractor)

Financial Consideration:

None

Staff Recommendation:

At the December 15, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. Commission Member Davis abstained because of a conflict of interest. An exception was approved at the December 15, 2020 Planning and Zoning Commission Meeting to allow the existing metal building in lieu of the required masonry; the building is not visible from Texoma Parkway or from Highway 82.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6343
Exhibit A - Legal Description
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Building Elevations
Floor Plan
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6343

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE RESTORATION CENTER WITH PAINT BOOTH IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT ON PROPERTY LOCATED AT 2500 TEXOMA PARKWAY, BEING 5.919 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (RFJ AUTO PROPERTIES, LLC, OWNER; AND ALAN KAINRAD, DIAMOND K CONTRACTORS, REPRESENTATIVE/ GENERAL CONTRACTOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; 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 Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the effective date of this ordinance, RFJ Auto Properties, LLC (Owner) and Alan Kainrad, Diamond K Contractors (Representative/General Contractor) and the property located at 2500 Texoma Parkway and more particularly described in Exhibit A – Legal Description are granted a Specific Use Permit to allow an Automobile Restoration Center with Paint Booth in a C-2 (General Commercial) District /O-1 (75 & 82) Overlay District on the property and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the property described in Exhibit A – Legal Description:

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into the right-of-way.
4. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts allowed.
5. Driveways and parking are permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9' x 20'.
6. A minimum 6' fence is required abutting residentially zoned property.
7. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
10. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

11. Existing drive approaches do not meet current City or TxDOT standard. Any revisions to existing approaches shall meet current standard and a permit with drawing will be required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.
12. Existing structures appear to encroach upon existing easements. New structures will not be permitted within existing easements.

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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: _____
CITY ATTORNEY

SITUATED in Grayson County, Texas, in the Rueben Hendrix Survey, Abstract No. 504, being a part of the 9.704 acre tract described in a deed from R. S. Bell, et al to Payless Cashways, Inc., dated February 27, 1978, recorded in Volume 1424, Page 151 of the Grayson County Deed Records, being described by metes and bounds as follows:

BEGINNING at an 100D nail set in place of an 8D nail found at the Southeast corner of said 9.704 acre tract, in the West right-of-way line of State Highway No. 91 (formerly U.S. Highway No. 75);

THENCE Westerly with the South line of said 9.704 acre tract as follows:

THENCE North 54 deg. 54 min. 24 sec. West, 57.80 feet to an ½ inch pin set at the East end of a back of curb;

THENCE North 80 deg. 02 min. 03 sec. West, generally near said back of curb, 33.86 feet to an "L" cut in back of curb;

THENCE North 88 deg. 24 min. 44 sec. West, generally near said back of curb, 308.10 feet to an ½ inch iron pin found on the back of said curb at the Northeast corner of the 9.100 acre tract recorded in Volume 1138, Page 305;

THENCE North 88 deg. 50 min. 55 sec. West, with the North line of said 9.100 acre tract and generally near said back of curb, 61.28 feet to an ½ inch iron pin found;

THENCE North 72 deg. 23 min. 48 sec. West, 84.80 feet to a chain link fence post;

THENCE North 84 deg. 13 min. 45 sec. West, generally near a chain link fence, 513.87 feet to an 1.2 inch iron pin found at the Southwest corner of said 9.704 acre tract, in the East right-of-way line of the M. K. & T. Railroad;

THENCE North 37 deg. 52 min. 52 sec. East, with the East right-of-way line of the M. K. & T. Railroad, with the West line of said 9.704 acre tract and generally near a chain link fence, 411.27 feet to an ½ inch iron pin found at the West-Southwest corner of the 3.915 acre tract recorded in Volume 1642, Page 278;

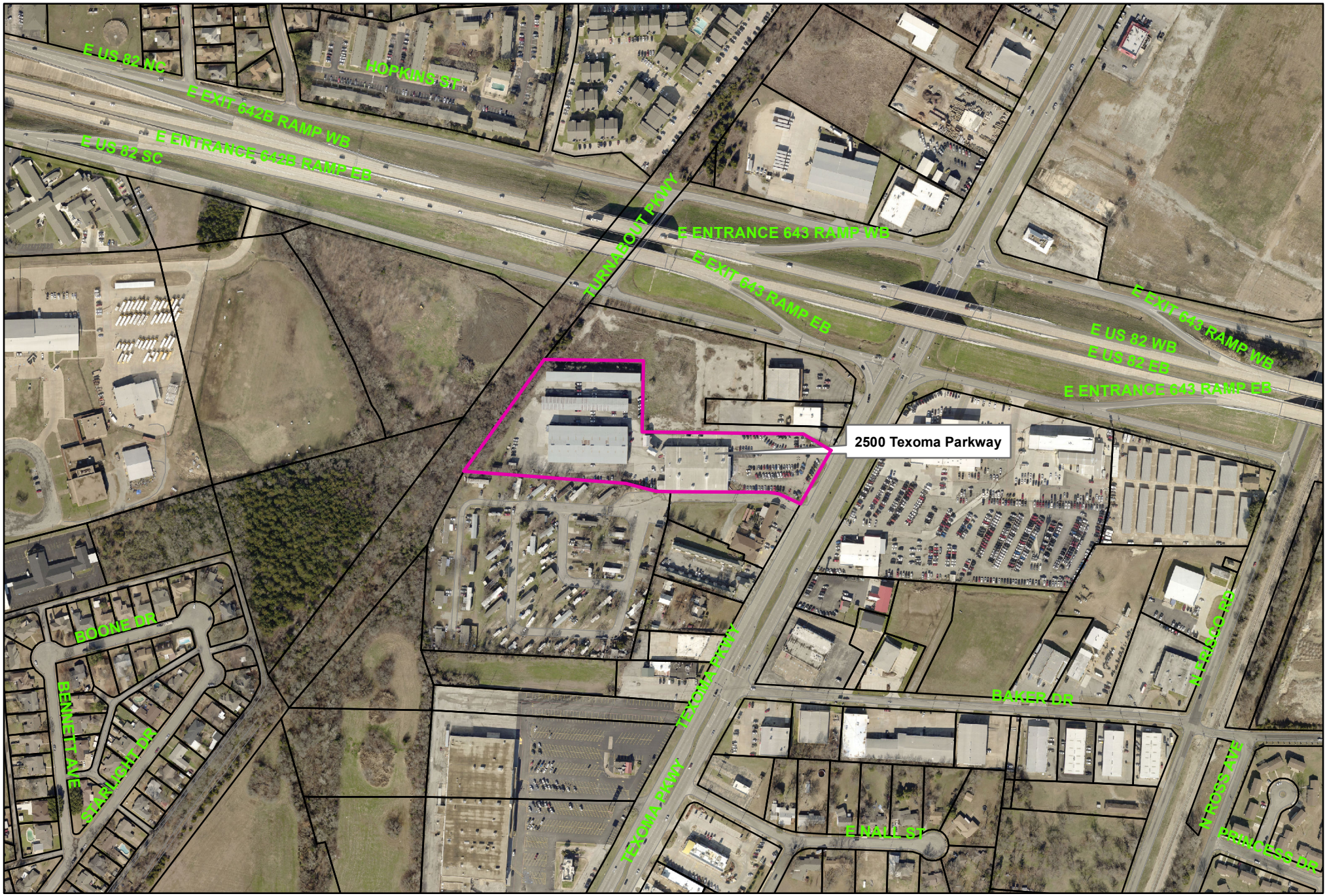
THENCE South 87 deg. 51 min. 27 sec. East, a South line of said 3.915 acre tract and generally near a chain link fence, 310.18 feet to a 5/8 inch iron pin found at the West inside corner of said 3.915 acre tract;

THENCE South 02 deg. 09 min. 29 sec. West, with a West line of said 3.915 acre tract and generally near a chain link fence, 202.89 feet to an ½ inch iron pin found at the South-Southwest corner of said 3.915 acre tract;

THENCE South 88 deg. 33 min. 17 sec. East, with the South line of said 3.915 acre tract and generally near a chain link fence for 91 feet and continuing in all, 514.27 feet to an ½ inch iron pin found in asphalt pavement for an angle point;

THENCE South 59 deg. 52 min. 54 sec. East, with the South line of said 3.915 acre tract, 87.49 feet to an 1.2 inch iron pin found at the East-Southeast corner of said 3.915 acre tract, in the West right-of-way line of said State Highway No. 91, same being in the East line of said 9.704 acre tract;

THENCE South 29 deg. 45 min. 32 sec. West, with the West right-of-way line of said State Highway No. 91 and with the East line of said 9.704 acre tract, 206.83 feet to the **PLACE-OF-BEGINNING** and containing 5.919 acres, more or less.



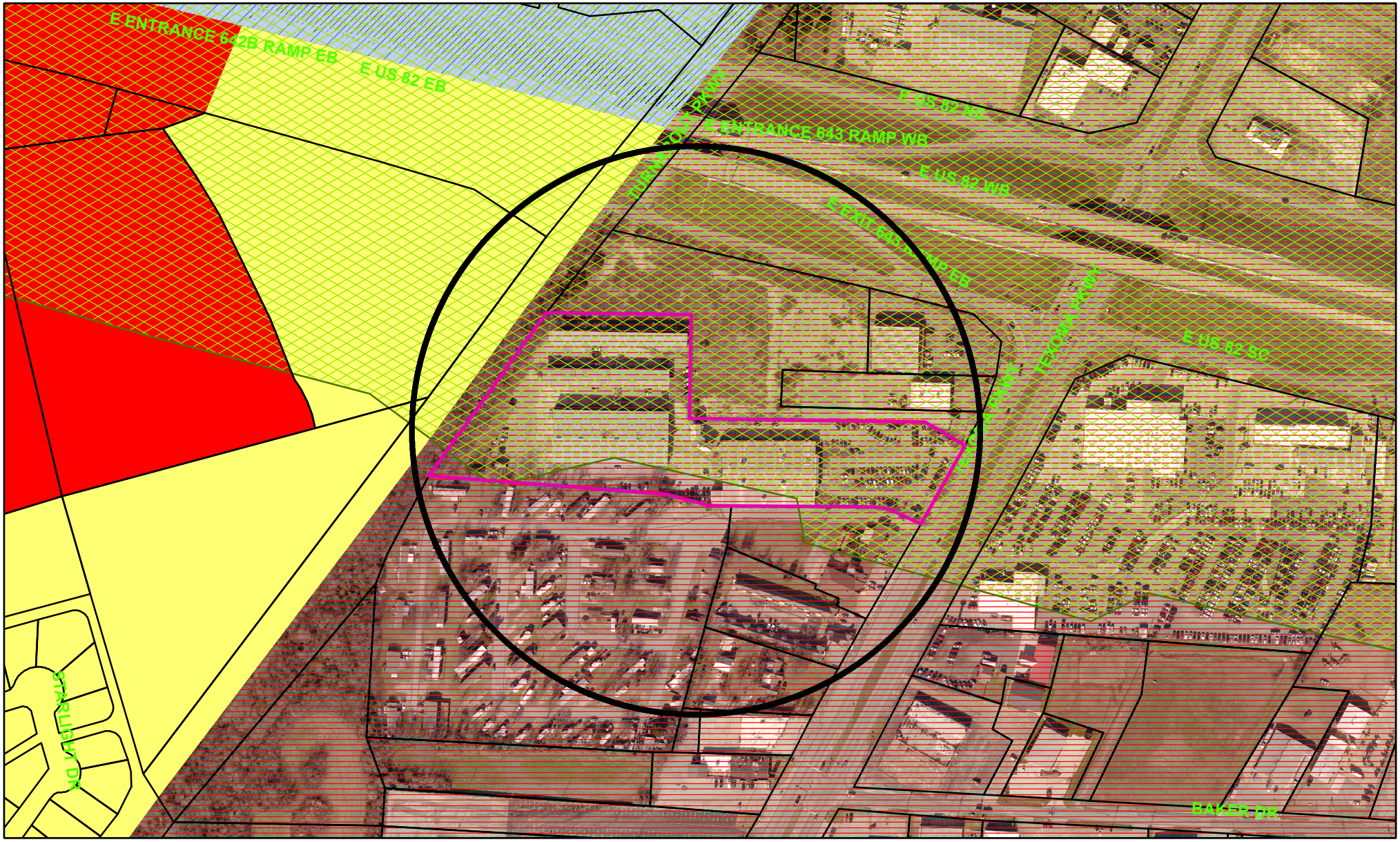
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

2500 Texoma Parkway

NOT TO SCALE

1 in = 400 ft



Zoning - 2500 Texoma Parkway

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_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

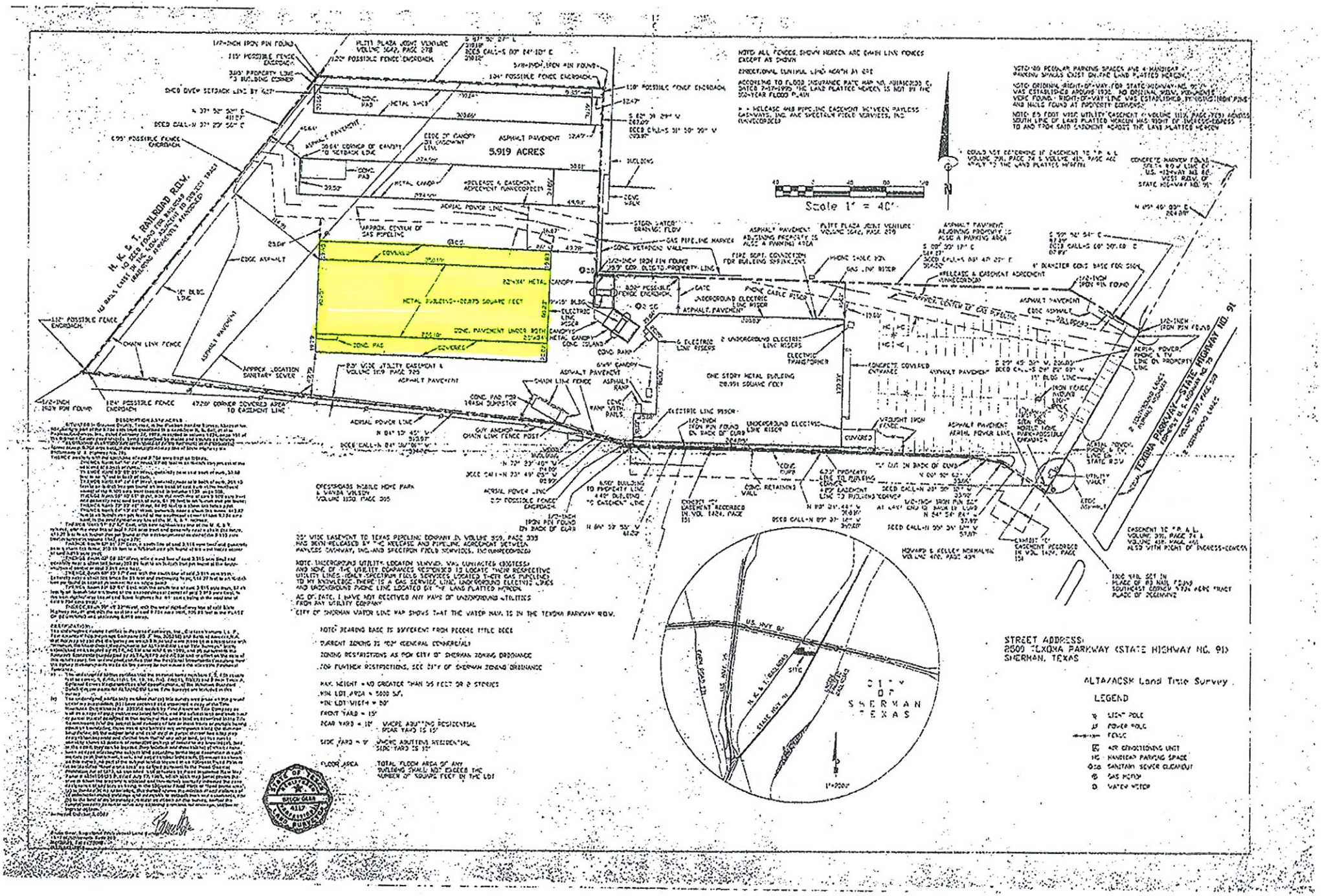
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

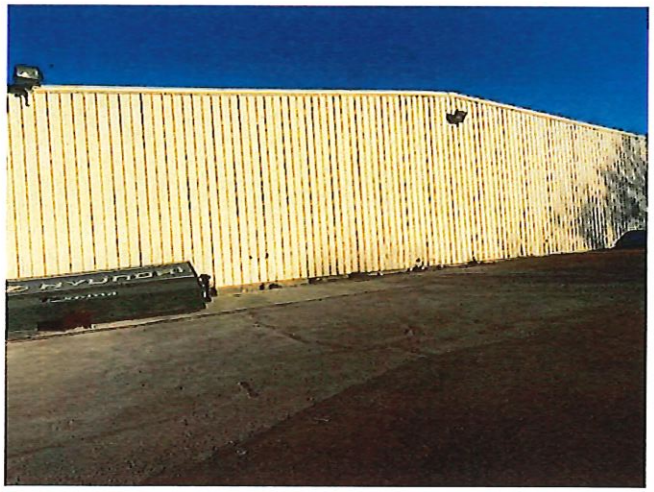
1 in = 289 ft

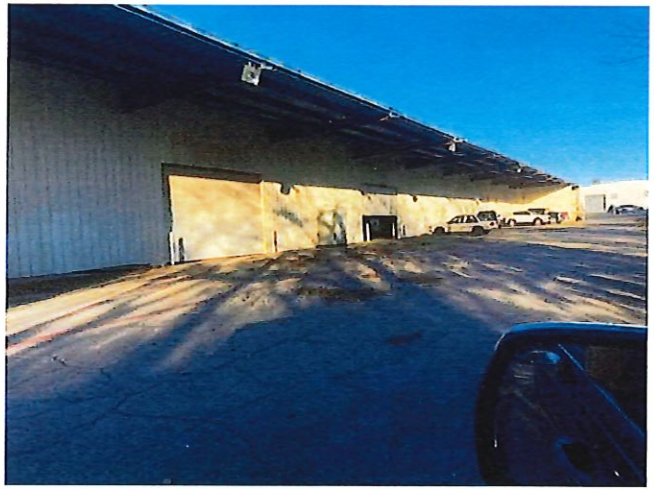
2500 Texoma Parkway

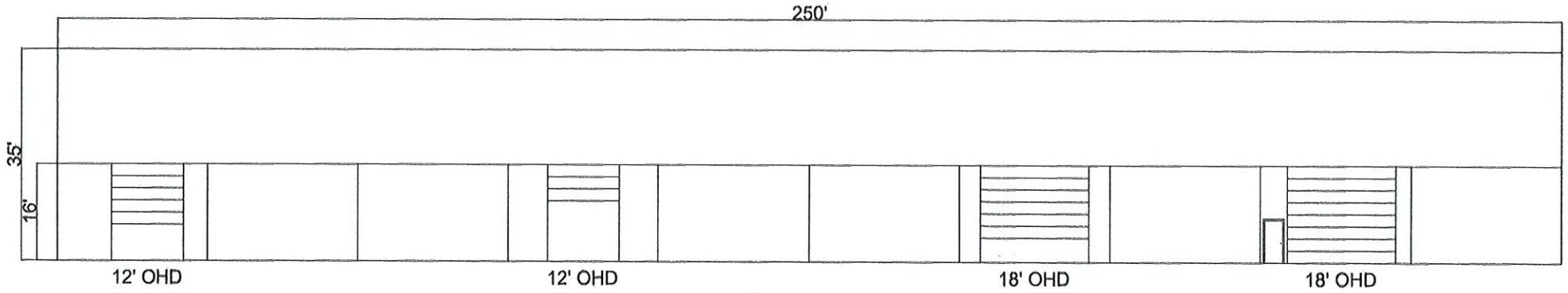

5.919 ACRES
METAL BUILDING--20875 SQUARE FEET
ONE STORY METAL BUILDING
28,991 SQUARE FOOT
Scale 1" = 40'
N
H. K. & T. RAILROAD R.O.W.
TEXOMA PARKWAY--STATE HIGHWAY NO. 91
STREET ADDRESS:
2500 TEXOMA PARKWAY (STATE HIGHWAY NO. 91)
SHERMAN, TEXAS
ALTA/ACSM Land Title Survey
LEGEND
CITY OF SHERMAN TEXAS

85
AMES M &
GILBERT
87
49
154978
RFJ AUTO
PROPERTIES
47
156634
CROSSROADS MH AND
RV COMMUNITY LLC

Service

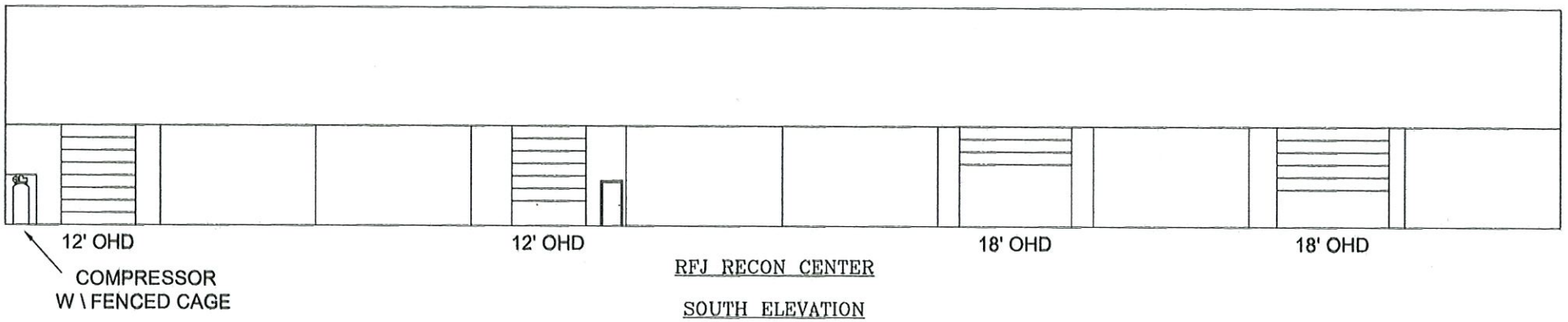

HYUNDAI





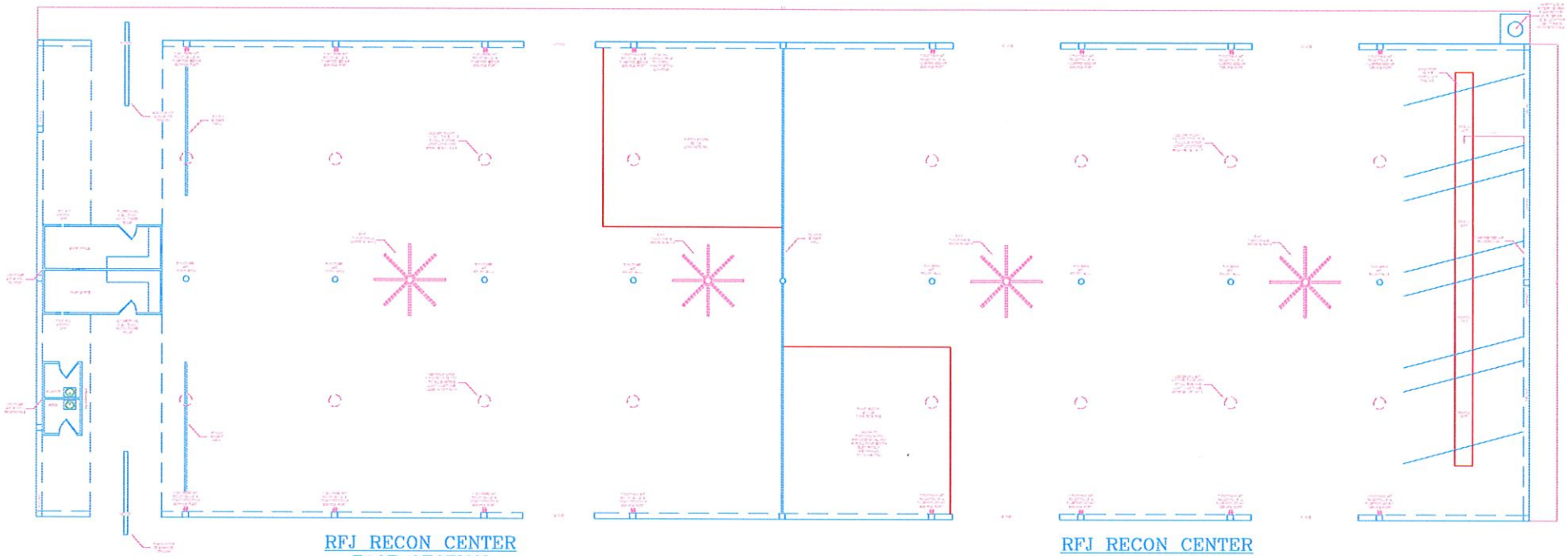
RFJ RECON CENTER

NORTH ELEVATION



RFJ RECON CENTER

SOUTH ELEVATION



RFJ RECON CENTER
EAST SECTION
2500 TEXOMA PKWY
SHERMAN, TX 75090

RFJ RECON CENTER
WEST SECTION
2500 TEXOMA PKWY
SHERMAN, TX 75090

RFJ RECON CENTER

2500 TEXOMA PKWY
SHERMAN, TX 75090

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

RFJ Auto Properties, LLC
500 N. Central Expressway, Ste. 320
Plano, TX 75074

Alan Kainrad
1909 Keyes Rd.
Sherman, TX 75092

Dear Applicants,

The request for a Specific Use Permit to allow an automobile restoration center with paint booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District located at 2500 Texoma Parkway 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All parking shall be on private property and shall not encroach into the right-of-way.
4. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts allowed.
5. Driveways and parking are permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9' x 20'.
6. A minimum 6' fence is required abutting residentially zoned property.
7. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
10. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

11. Existing drive approaches do not meet current City or TxDOT standard. Any revisions to existing approaches shall meet current standard and a permit with drawing will be required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.
12. Existing structures appear to encroach upon existing easements. New structures will not be permitted within existing easements.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 10.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

2500 TEXOMA PARKWAY

The request of RFJ Auto Properties, LLC (Owners) and Alan Kainrad, Diamond K Contractors (Representative/General Contractor) concerning the property at 2500 Texoma Parkway, being 5.519 acres in the Reuben Hendrix Survey, Abstract No. 504, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.8, Subsection (4)(b) to allow an existing metal building for an automobile restoration center in lieu of the required masonry in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an automobile restoration center with paint booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

Background:

The property is located at 2500 Texoma Parkway, the corner of Texoma Parkway and East U.S. Highway 82; the Texoma Hyundai Dealership is the tenant. The property is zoned a C-2 (General Commercial) District and located in the O-1 (75 & 82) Overlay District. The property has been approved for the following:

Zone change from an R-1 (One Family Residential) District to a C-2 (General Commercial) District - July, 1974

Variance to allow an additional freestanding sign - November 11, 2003

Specific Use Permit to allow an Auto Dealership in a C-2 (General Commercial) District - December 1, 2003

Teoxma Hyundai would like to renovate an existing metal building that is located in the rear of the property to restore used cars for wholesale sales. Restoration of the vehicles will include automobile repair including paint and body work.

Adjacent Zoning:

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

Origination:

RFJ Auto Properties, LLC (Owners)
Alan Kainrad, Diamond K Contractors (Representative/General Contractor)

Master Plan Designation:

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

Number of notices mailed:

8

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Building Elevations
Floor Plan
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 3.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6344

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Residential Duplex in an R-1 (One-Family Residential) District on property located at 405 West McLain Street, being Lot 1, Block 1, Paul D. Cravens Addition (Jose Menjivar, Owner; and James Green, Representative/General Contractor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Issue:

To consider the request of Jose Menjivar (Owner) and James Green (Representative/General Contractor) for the property located at 405 West McLain Street, being Lot 1, Block 1, Paul D. Cravens Addition for a Specific Use Permit to allow a Residential Duplex in an R-1 (One Family Residential) District

Background:

The property is located at 405 West McLain Drive, between Woods and Hickory Streets. The property is zoned an R-1 (One Family Residential) District. The owner would like to construct a two-bedroom, two-bath per side duplex on the property. Parking will be provided for two cars per side for a total of four spaces. A duplex is located next door to this property.

Origination:

Jose Menjivar (Owner)
James Green (General Contractor)

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 Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6344
Plat
Deed
Aerial Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6344

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A RESIDENTIAL DUPLEX IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT ON PROPERTY LOCATED AT 405 WEST MCLAIN STREET, BEING LOT 1, BLOCK 1, PAUL D. CRAVENS ADDITION (JOSE MENJIVAR, OWNER; AND JAMES GREEN, REPRESENTATIVE/ GENERAL CONTRACTOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; 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 Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the effective date of this ordinance, Jose Menjivar (Owner) and James Green (Representative/General Contractor) and the property located at 405 West McLain Street and more particularly described as Lot 1, Block 1, Paul D. Cravens Addition, according to the Plat therof filed of record on April 2, 1986, Real Property Records of Grayson County, Texas, are granted a Specific Use Permit to allow a Residential Duplex in an R-1 (One-Family Residential) District on the property and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the property described as

Lot 1, Block 1, Paul D. Cravens Addition

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'.
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt).
5. A minimum 6' fence is required in areas abutting residentially zoned property.
6. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
9. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

10. Drive approaches and sidewalks must conform to City standards and a permit with drawing is required to be approved by the Engineering Department prior to any work being done within the right of way. Sidewalk is required for this site.

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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

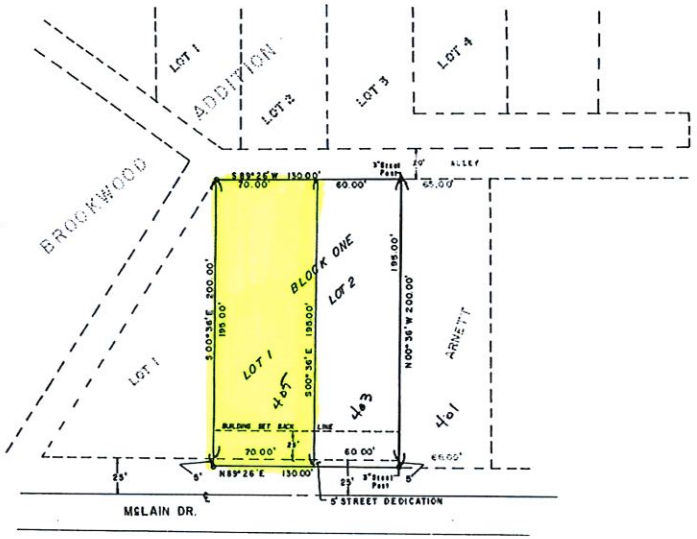
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
CITY ATTORNEY



SCALE: 1" = 40'

PAUL D. CRAVENS ADDITION
CITY OF SHERMAN, TEXAS
0.5969 ACRES

005878

FILED FOR RECORD
April 2, 1986
at 10:40 A.M.
Recorded in Vol. 8 Page 184
Plat Records Grayson County
PAT NORMAN
County Clerk, Grayson Co., Texas
By Jean A. Wolfe
Deputy

11466

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, BEING OUT OF THE J.B. McMAHAN SURVEY, ABSTRACT NO. 765, AND ALSO BEING PART OF A 195' X 200' TRACT OF LAND THAT WAS CONVEYED TO PAUL D. CRAVENS BY W. RAE COLLINS AND WIFE, MABEL LEON COLLINS AS RECORDED IN VOLUME 535, PAGE 186 OF THE GRAYSON COUNTY, TEXAS DEED RECORDS AND BEING DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT A 1/2 INCH IRON ROD AT THE SOUTHWEST CORNER OF SAID PAUL D. CRAVENS 195' X 200' TRACT OF LAND;

THENCE NORTH 89 DEG. 26MIN. 00 SEC. EAST WITH THE NORTH RIGHT-OF-WAY LINE OF McLAIN DRIVE AND THE SOUTH PROPERTY LINE OF PAUL D. CRAVENS 195' X 200' TRACT A DISTANCE OF 130.00 FEET TO A 3" STEEL POST, THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEG. 36 MIN. 00 SEC. WEST WITH THE EAST PROPERTY LINE OF HEREIN DESCRIBED TRACT AND THE WEST PROPERTY LINE OF A 65' X 200' TRACT THAT WAS CONVEYED TO ROY G. ARNETT BY PAUL D. CRAVENS, A DISTANCE OF 200.00 FEET TO A 3" STEEL POST, THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, AND ALSO BEING ON THE SOUTH LINE OF THE BROOKWOOD ADDITION TO THE CITY OF SHERMAN, TEXAS AS DESCRIBED IN VOLUME 3, PAGE 114 OF THE GRAYSON COUNTY PLAT RECORDS;

THENCE SOUTH 89 DEG. 26 MIN. 00 SEC. WEST WITH THE SOUTH LINE OF SAID BROOKWOOD ADDITION A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF LOT NO. 1, BLOCK NO. 5 OF THE BROOKWOOD ADDITION TO THE CITY OF SHERMAN, TEXAS;

THENCE SOUTH 00 DEG. 36 MIN. 00 SEC. EAST WITH THE EAST LINE OF SAID LOT NO. 1 OF BROOKWOOD ADDITION A DISTANCE OF 200.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.5969 ACRES OF LAND.

I, JOHN NORTHAM, REGISTERED PUBLIC SURVEYOR, HEREBY CERTIFY THAT THE ABOVE PLAT OR MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND AND THE BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN ON SAID PLAT.

STATE OF TEXAS
JOHN NORTHAM
2330
REGISTERED PUBLIC SURVEYOR

John Northam
JOHN NORTHAM, R.P.S.

OWNERS AND DEVELOPERS

PAUL D. CRAVENS
AND
JERRY GILBERT

WE, PAUL D. CRAVENS AND JERRY GILBERT THE UNDERSIGNED HEREBY DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS SHOWN ON THE ABOVE PLAT OF PAUL D. CRAVENS ADDITION TO THE CITY OF SHERMAN, COUNTY OF GRAYSON, TEXAS.

Paul D. Cravens
PAUL D. CRAVENS
Jerry Gilbert
JERRY GILBERT

THE STATE OF TEXAS

COUNTY OF GRAYSON

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DATE PERSONNALLY APPEARED PAUL D. CRAVENS AND JERRY GILBERT KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF February, 1986.

NOTARY PUBLIC
COUNTY OF GRAYSON, TEXAS

John R. Northam
NOTARY PUBLIC, GRAYSON COUNTY, TEXAS

APPROVED THIS 13th DAY OF January, 1986, BY THE PLANNING AND ZONING BOARD OF THE CITY OF SHERMAN, TEXAS.

Ellis Shotwell
CHAIRMAN

Jerry Corbin
SECRETARY

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS ON THIS 31st DAY OF March, 1986.

Allen Knight
MAYOR OF THE CITY OF SHERMAN, TEXAS

THE UNDERSIGNED, THE CITY CLERK OF THE CITY OF SHERMAN, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING NEW PLAT OF PAUL D. CRAVENS ADDITION TO THE CITY OF SHERMAN, TEXAS WAS SUBMITTED TO THE CITY COUNCIL ON THE 31st DAY OF March, 1986, AND THE CITY COUNCIL BY FORMAL ACTION THEN AND THERE ACCEPTED THE DEDICATION OF STREETS AND EASEMENTS AS SHOWN OR SET FORTH ON SAID PLAT; AND SAID CITY COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREIN SUBSCRIBED.

Helen J. Friend
CITY CLERK OF THE CITY OF SHERMAN, TEXAS

CITY OF SHERMAN, TEXAS

B-140

VG-286-2020-31424

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

0134754

Instrument Number: 2020 - 31424

Real Property Recordings

Recorded On: November 12, 2020 08:52 AM

Number of Pages: 3

Parties: GRIGG PATSY GAIL

" Examined and Charged as Follows: "

Total Recording: $20.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	31424	RED RIVER TITLE CO
Receipt Number:	20201112000029	421 N CROCKETT ST
Recorded Date/Time:	November 12, 2020 08:52 AM	
User:	Rachelle C	SHERMAN TX 75090
Station:	CLERK06	

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

0134754

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS: THAT
COUNTY OF GRAYSON §

PATSY GAIL GRIGG, A SINGLE WOMAN ("Grantor"), whose mailing address is 403 J.P. Cave Rd. Sherman, TX 75090, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration to Grantor in hand paid by **JOSE ANTONIO MENJIVAR ("Grantee")**, whose mailing address is **P.O. Box 272, Sherman, Texas 75091**, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the following real property, together with all improvements thereon (the "**Property**"):

BEING LOT ~~TWO~~ P.D.V. One (1), BLOCK ONE (1) OF PAUL D. CRAVENS ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 68A, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging unto the said Grantee, their heirs, successors and assigns forever; and Grantor does hereby bind Grantor, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF the date set forth in the acknowledgement herein, EFFECTIVE for all purposes as of the 10 day of **November, 2020.**

GRANTOR:

Patsy Gail Grigg

PATSY GAIL GRIGG

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Grayson §

Before me, a Notary Public, on the 10 day of **November, 2020**, personally appeared **PATSY GAIL GRIGG,** who acknowledged that she did sign the foregoing instrument, and acknowledged to me that she executed the same for the uses and purposes and consideration therein expressed.

STACY NICHOLS
Notary Public, State of Texas
Comm. Expires 08-07-2022
Notary ID 1069400-0

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

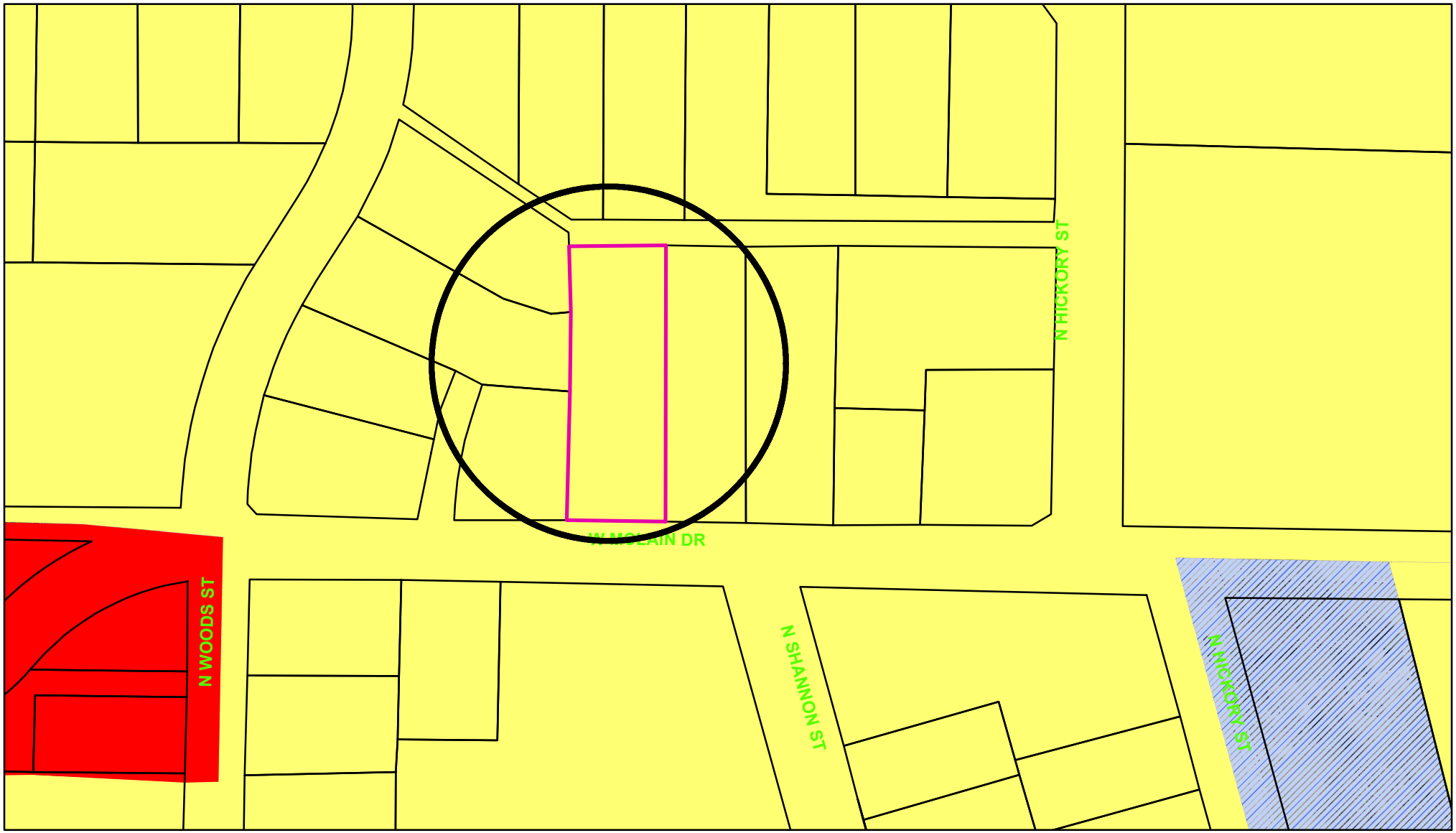
405 West McLain Drive

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 200 ft



Zoning - 405 West McLain Drive

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

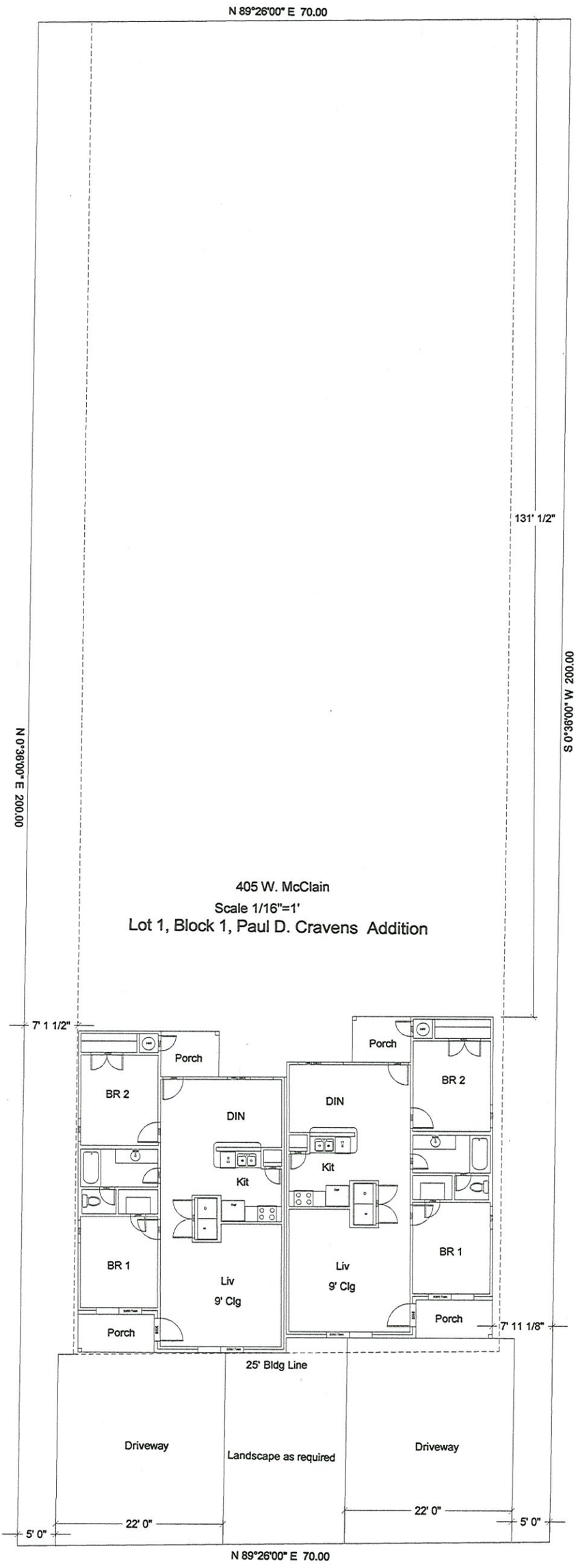
Sherman
CLASSIC TOWN. BROAD HORIZON.

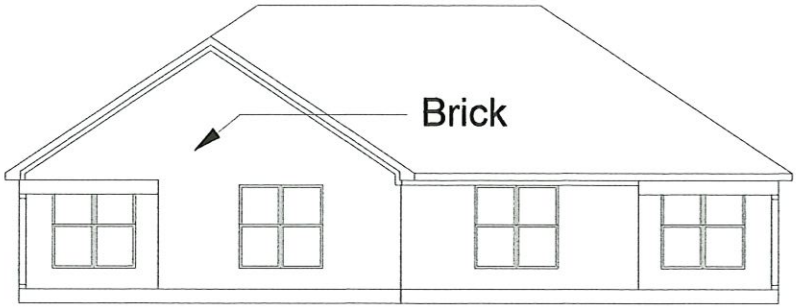
City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

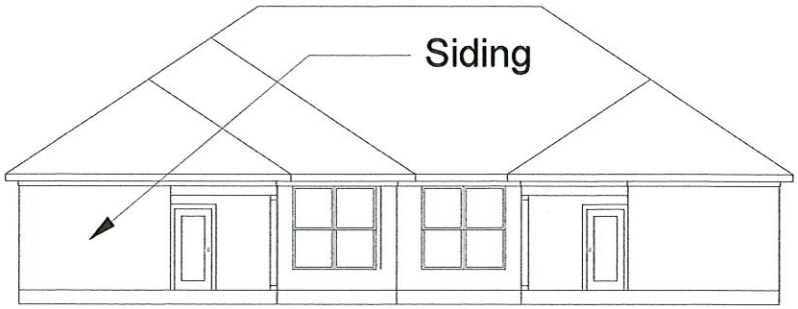
1 in = 100 ft

405 West McLain Drive

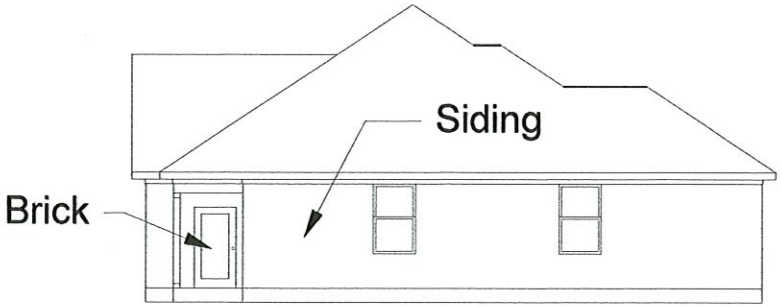

N 89°26'00" E 70.00
131' 1/2"
S 0°36'00" W 200.00
N 0°36'00" E 200.00
405 W. McClain
Scale 1/16"=1'
Lot 1, Block 1, Paul D. Cravens Addition
7' 1 1/2"
Porch
BR 2
DIN
Kit
BR 1
Liv
9' Clg
Porch
Porch
BR 2
DIN
Kit
Liv
9' Clg
BR 1
Porch
7' 11 1/8"
25' Bldg Line
Driveway
Landscape as required
Driveway
22' 0"
22' 0"
5' 0"
5' 0"
N 89°26'00" E 70.00



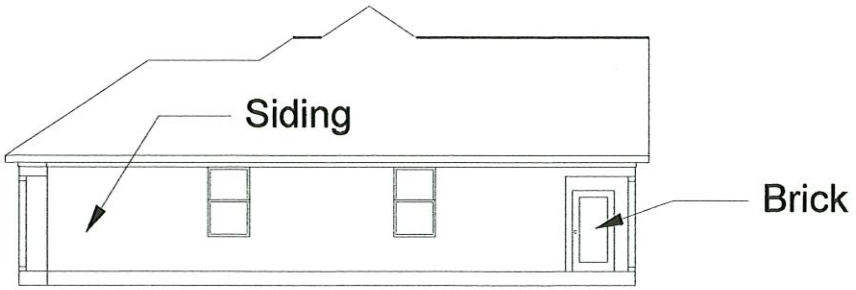
Front Elev Scale 1/8"=1'



Rear Elev Scale 1/8"=1'



Right Elev Scale 1/8"=1'



Left Elev Scale 1/8"=1'

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

Jose Menjivar
3421 Preston Club Drive
Sherman, TX 75092

James Green
PO Box 12
Denison, TX 75021

Dear Applicants,

The request for a Specific Use Permit to allow a duplex in an R-1 (One-Family Residential) District located at 405 West McLain Drive 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'.
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt).
5. A minimum 6' fence is required in areas abutting residentially zoned property.
6. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
9. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

10. Drive approaches and sidewalks must conform to City standards and a permit with drawing is required to be approved by the Engineering Department prior to any work being done within the right of way. Sidewalk is required for this site.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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 Commission 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 8.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

405 WEST MCLAIN DRIVE

The request of Jose Menjivar (Owner) and James Green (General Contractor) concerning the property located at 405 West McLain Drive, being Lot 1, Block 1, Paul D. Cravens Addition, as follows;

Planning and Zoning Commission

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

Background:

The property is located at 405 West McLain Drive between Woods and Hickory Streets. The property is zoned an R-1 (One Family Residential) District. The owner would like to construct a two-bedroom, two-bath per side duplex on the propery. Parking will be provided for two cars per side for a total of four spaces.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Jose Menjivar (Owner)
James Green (General Contractor)

Master Plan Designation:

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

Number of notices mailed:
22

Objections Received:
0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Deed
Plat
Site Plan
Building Elevations
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 4.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6345

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow Residential Townhomes in a C-O (Office) District on property located at 2708 West Lamberth Road, being Lot 17, The Gardens at O'Hanlon Ranch (Lamberth Crossing Joint Venture, Owner; and D2L Designs, LLC, Designer); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Issue:

To consider the request of Lamberth Crossing Joint Venture (Owner) and D2L Designs, LLC (Designer) concerning the property at 2708 West Lamberth Road, being Lot 17, The Gardens at O'Hanlon Ranch for a Specific Use Permit to allow Residential Townhomes in a C-O (Office) District

Background:

The property is located at 2708 West Lamberth Road, the southeast corner of Lamberth Road and Shady Oaks Lane. The property is zoned a C-O (Office) District.

The owners would like to construct O'Hanlon Ranch Luxury Townhomes. The proposed project includes two buildings, four units per building for a total of eight units, two-bedrooms per unit for a total of sixteen bedrooms. The exterior of the buildings will be brick with stone and metal accents. Sixteen parking spaces will be provided. They will be targeting young professionals and senior citizens who want low maintenance. The townhomes will be offered for sale individually in units; they will have a common wall with their neighbor. There will be a townhouse association that would be responsible for everything outside. The owners of the property would pay their dues; and the managing company would take care of maintenance. It is their intent to build something extremely nice and attract people who want to live in an upscale area with very nice accommodations but without any outside maintenance.

The owners were granted an exception to not be required to provide a 6' masonry perimeter wall surrounding the development at the December 15, 2020 Planning and Zoning Commission Meeting. There is an existing wood privacy fence along the back of the property. Mr. Joe Gilbert (Applicant) had a conversation with some of the neighbors that back up to the property; and they wanted him to plant some trees between the fence and the fire lane as a buffer; Mr. Gilbert stated he would comply.

Origination:

Lamberth Crossing Joint Venture (Owners)
D2L Designs, LLC (Designer)

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 Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6345
Aerial Location Map
Zoning Map
Zoning Sign Photo
Plat
Site Plan
Building Elevations
Landscape Plan
Staff Review Letter
P&Z Communication
Letter from Min Zhang
Email from Todd Young
Email from Carlos Rivas

ORDINANCE NO. 6345

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW RESIDENTIAL TOWNHOMES IN A C-O (OFFICE) DISTRICT ON PROPERTY LOCATED AT 2708 WEST LAMBERTH ROAD, BEING LOT 17, THE GARDENS AT O'HANLON RANCH (LAMBERTH CROSSING JOINT VENTURE, OWNER; AND D2L DESIGNS, LLC, DESIGNER); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; 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 Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Lamberth Crossing Joint Venture (Owner) and D2L Designs, LLC (Designer) and the property located at 2708 West Lamberth Road and more particularly described as Lot 17, The Gardens at O'Hanlon Ranch, according to the Final Plat thereof filed of record on March 29, 2017, Real Property Records of Grayson County, Texas, are granted a Specific Use Permit to allow Residential Townhomes in a C-O (Office) District on the property and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the property described as :

Lot 17, The Gardens at O'Hanlon Ranch

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-O (Office) District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. No building shall exceed 35 feet in height unless an exception is granted.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Parking is permitted on paved surfaces only (concrete and asphalt).
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
7. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
8. The trash dumpster will need to be located inside the main building area and screened.
9. Any structures built over any of the easements on the property will require approval from the City Council for an encroachment easement.
10. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

14. Provide filed copy of access easement to City of Sherman prior to building permits being issued.
15. Verification of adequate detention for proposed development shall be provided to City of Sherman Engineering Department for review and approval.
16. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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

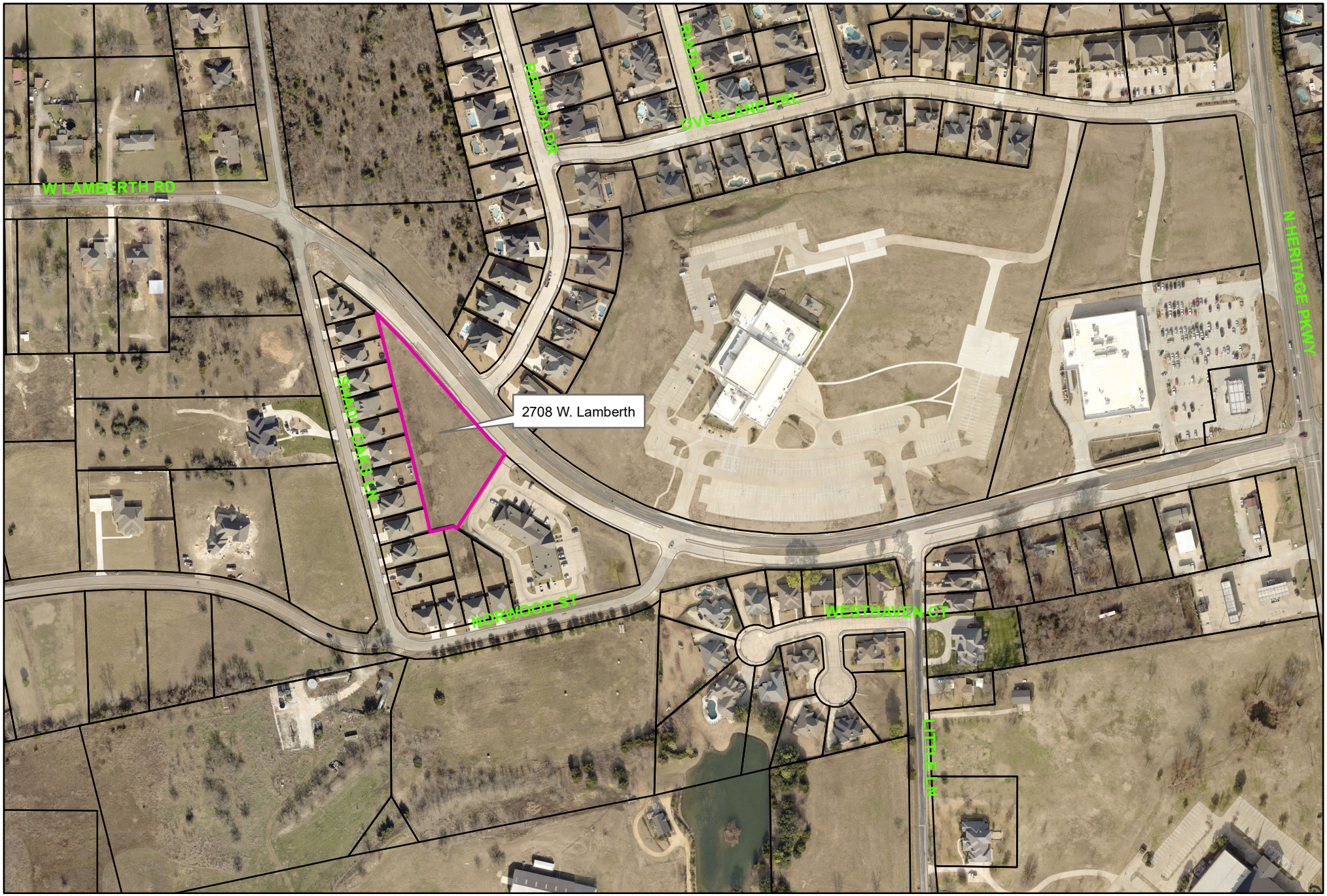
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
CITY ATTORNEY



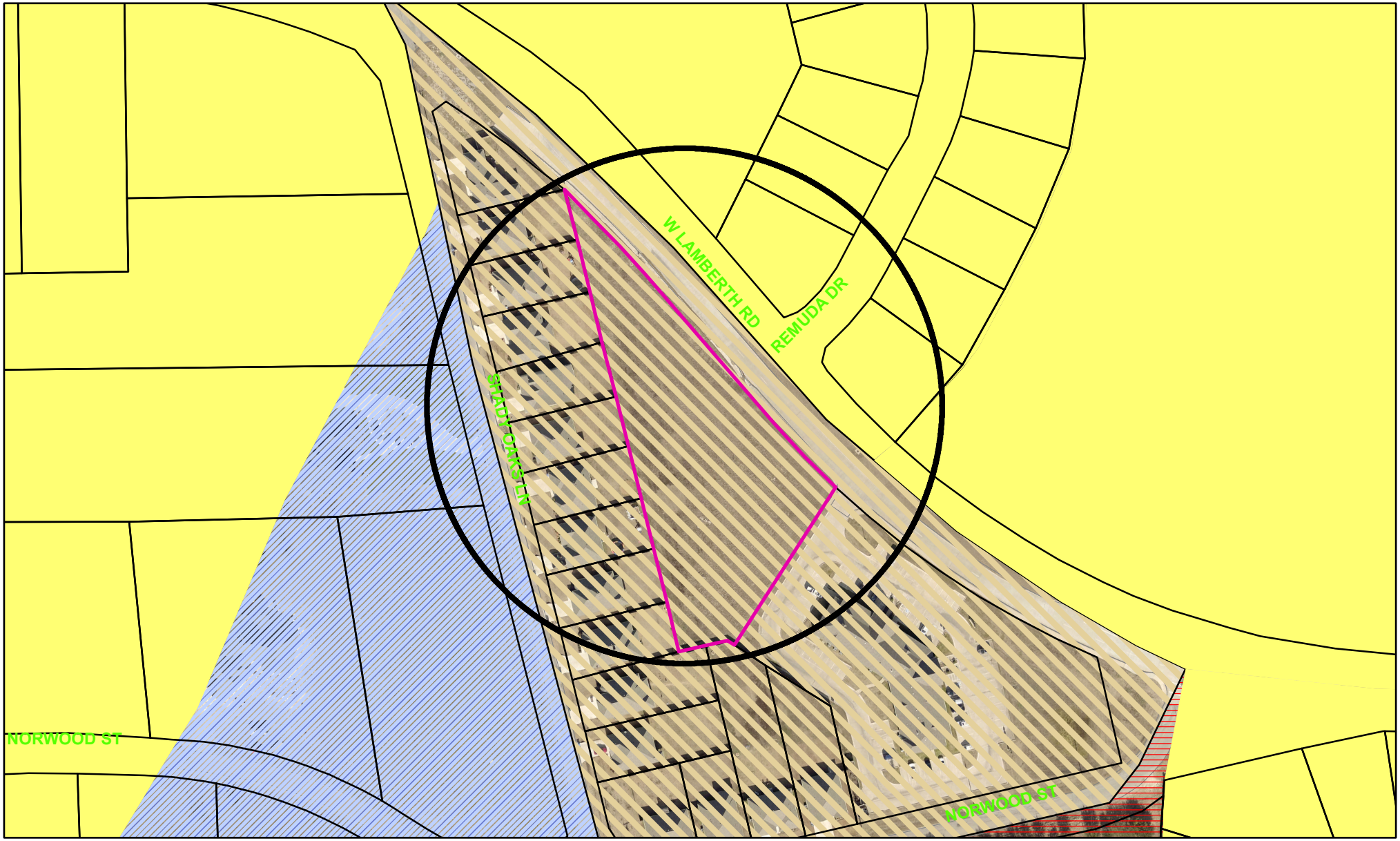
2708 West Lamberth Road

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 300 ft



Zoning - 2708 West Lamberth Road

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_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

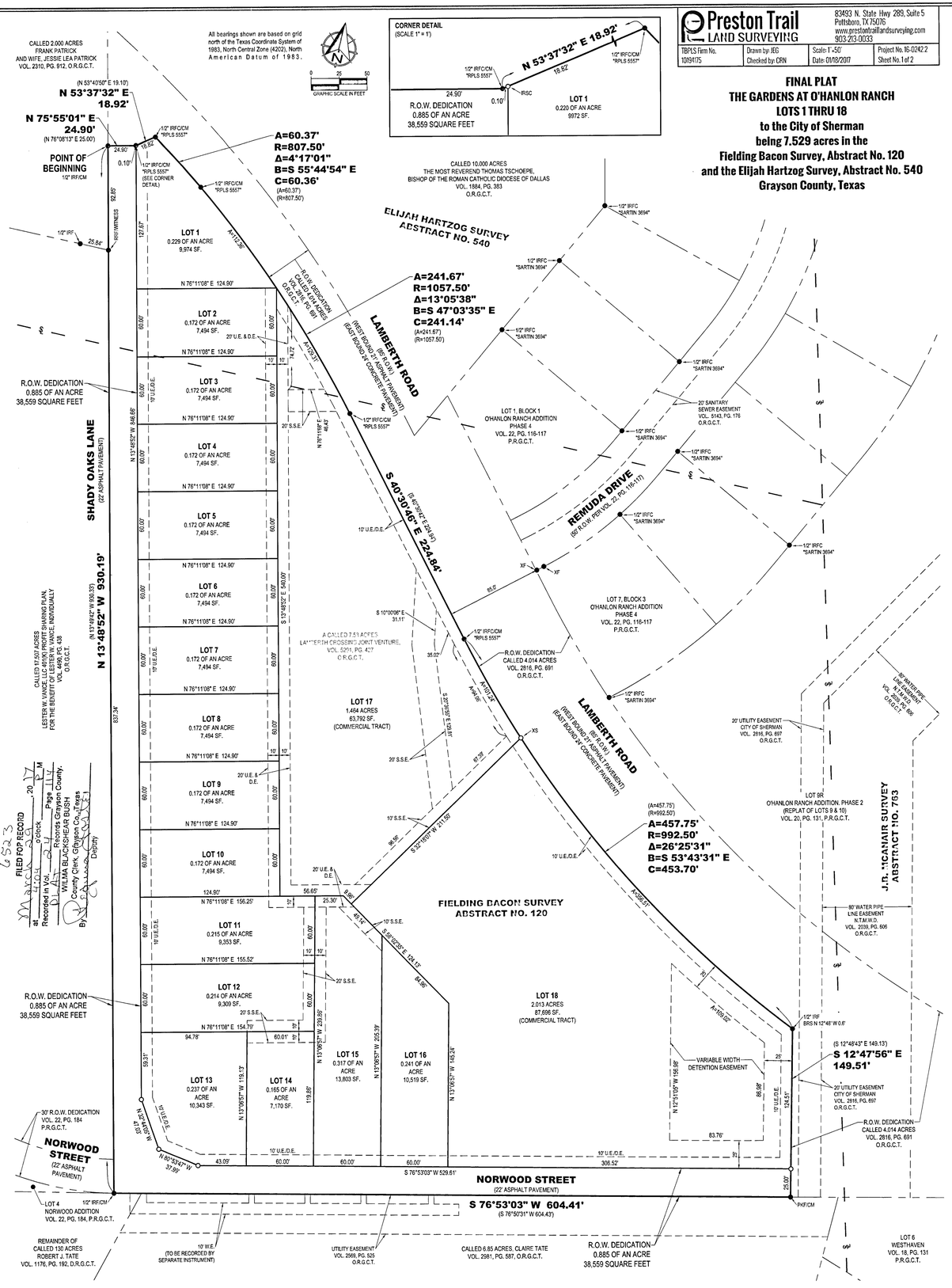
Sherman
CLASSIC TOWN. BROAD HORIZON.

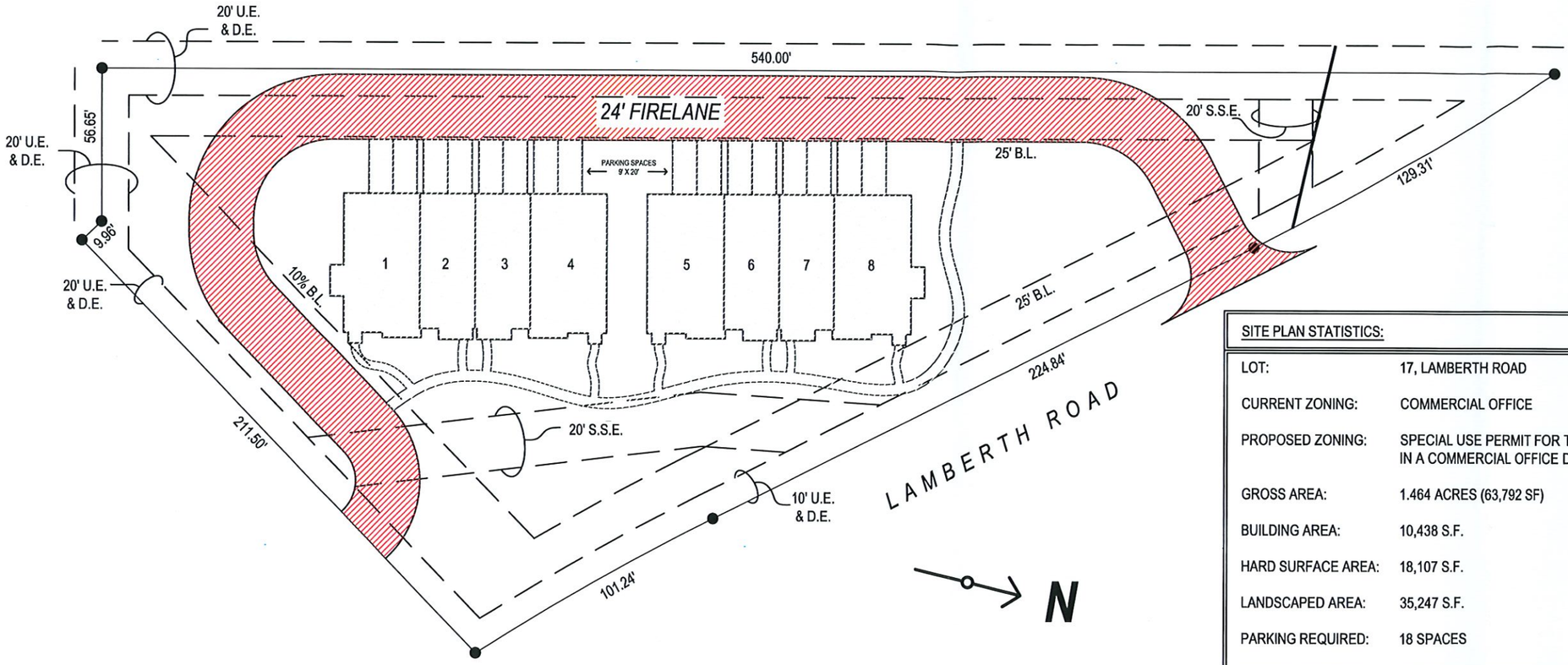
City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 150 ft

2708 West Lamberth Road


All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
GRAPHIC SCALE IN FEET
CORNER DETAIL
(SCALE 1" = 1')
N 53°37'32" E 18.92'
1/2" IRF/CM "RPLS 5557"
IRSC
24.90'
0.10'
R.O.W. DEDICATION
0.885 OF AN ACRE
38,559 SQUARE FEET
LOT 1
0.220 OF AN ACRE
9972 SF.
CALLED 2.000 ACRES
FRANK PATRICK
AND WIFE, JESSIE LEA PATRICK
VOL. 2310, PG. 912, O.R.G.C.T.
(N 53°40'00" E 19.10')
N 53°37'32" E
18.92'
N 75°55'01" E
24.90'
(N 76°08'13" E 25.00')
POINT OF BEGINNING
1/2" IRF/CM
1/2" IRF/CM "RPLS 5557" (SEE CORNER DETAIL)
1/2" IRF/CM "RPLS 5557"
A=60.37'
R=807.50'
Δ=4°17'01"
B=S 55°44'54" E
C=60.36'
(A=60.37')
(R=807.50')
CALLED 10.000 ACRES
THE MOST REVEREND THOMAS TSCHOEPE,
BISHOP OF THE ROMAN CATHOLIC DIOCESE OF DALLAS
VOL. 1884, PG. 383
O.R.G.C.T.
ELIJAH HARTZOG SURVEY
ABSTRACT NO. 540
1/2" IRF
25.84'
REFERENCE WITNESS
92.85'
127.65'
LOT 1
0.229 OF AN ACRE
9,974 SF.
A=241.67'
R=1057.50'
Δ=13°05'38"
B=S 47°03'35" E
C=241.14'
(A=241.67')
(R=1057.50')
R.O.W. DEDICATION
CALLED 1.614 ACRES
VOL. 2816, PG. 691
O.R.G.C.T.
LAMBERTH ROAD
(REST ROAD) (R.O.W.) (ASPHALT PAVEMENT)
(EAST BOUND) (CONCRETE PAVEMENT)
1/2" IRF/CM "RPLS 5557"
1/2" IRFC "SARTIN 3694"
LOT 2
0.172 OF AN ACRE
7,494 SF.
20' U.E. & D.E.
N 76°11'08" E 124.90'
LOT 3
0.172 OF AN ACRE
7,494 SF.
LOT 4
0.172 OF AN ACRE
7,494 SF.
LOT 5
0.172 OF AN ACRE
7,494 SF.
LOT 6
0.172 OF AN ACRE
7,494 SF.
LOT 7
0.172 OF AN ACRE
7,494 SF.
LOT 8
0.172 OF AN ACRE
7,494 SF.
LOT 9
0.172 OF AN ACRE
7,494 SF.
LOT 10
0.172 OF AN ACRE
7,494 SF.
124.90'
N 76°11'08" E 156.25'
LOT 11
0.215 OF AN ACRE
9,353 SF.
N 76°11'08" E 155.52'
LOT 12
0.214 OF AN ACRE
9,309 SF.
N 76°11'08" E 154.70'
LOT 13
0.237 OF AN ACRE
10,343 SF.
LOT 14
0.165 OF AN ACRE
7,179 SF.
LOT 15
0.317 OF AN ACRE
13,803 SF.
LOT 16
0.241 OF AN ACRE
10,519 SF.
LOT 17
1.464 ACRES
63,792 SF.
(COMMERCIAL TRACT)
LOT 18
2.013 ACRES
87,696 SF.
(COMMERCIAL TRACT)
A CALLED 7.53 ACRES
LAMBERTH CROSSING JOINT VENTURE,
VOL. 5291, PG. 427
O.R.G.C.T.
LOT 1, BLOCK 1
O'HANLON RANCH ADDITION
PHASE 4
VOL. 22, PG. 116-117
P.R.G.C.T.
LOT 7, BLOCK 3
O'HANLON RANCH ADDITION
PHASE 4
VOL. 22, PG. 116-117
P.R.G.C.T.
LOT 6R
O'HANLON RANCH ADDITION, PHASE 2
(REPLAT OF LOTS 9 & 10)
VOL. 20, PG. 131, P.R.G.C.T.
20' SANITARY SEWER EASEMENT
VOL., 5143, PG. 176
O.R.G.C.T.
20' UTILITY EASEMENT
CITY OF SHERMAN
VOL., 2816, PG. 697
O.R.G.C.T.
80' WATER PIPE LINE EASEMENT
N.T.M.W.D.
VOL. 2039, PG. 606
O.R.G.C.T.
FIELDING BACON SURVEY
ABSTRACT NO. 120
J.R. "CIANAIR SURVEY
ABSTRACT NO. 753
SHADY OAKS LANE
(22' ASPHALT PAVEMENT)
(N 13°49'52" W 930.35')
N 13°48'52" W 930.19'
837.34'
CALLED 17.507 ACRES
LESTER W. VANCE, LLC (RIGHT SHARING PLAN
FOR THE BENEFIT OF LESTER W. VANCE, INDIVIDUALLY
VOL. 4490, PG. 438
O.R.G.C.T.
R.O.W. DEDICATION
0.885 OF AN ACRE
38,559 SQUARE FEET
REMAINDER OF
CALLED 130 ACRES
ROBERT J. TATE
VOL. 1176, PG. 192, D.R.G.C.T.
(TO BE RECORDED BY SEPARATE INSTRUMENT)
UTILITY EASEMENT
VOL. 2569, PG. 525
O.R.G.C.T.
CALLED 6.85 ACRES, CLAIRE TATE
VOL. 2981, PG. 587, O.R.G.C.T.
R.O.W. DEDICATION
0.885 OF AN ACRE
38,559 SQUARE FEET
LOT 6
WESTHAVEN
VOL. 18, PG. 131
P.R.G.C.T.
REMUDA DRIVE
(50' R.O.W. PER VOL. 22, PG. 116-117)
S 40°30'46" E 224.84'
(S 40°30'46" E 224.84')
S 13°49'52" E 540.00'
S 10°00'06" E
31.11'
35.02'
R.O.W. DEDICATION
CALLED 4.014 ACRES
VOL. 2816, PG. 691
O.R.G.C.T.
A=457.75'
R=992.50'
Δ=26°25'31"
B=S 53°43'31" E
C=453.70'
(A=457.75')
(R=992.50')
S 32°18'07" W 21.65'
A=109.12'
A=109.12'
VARIABLE WIDTH
DETENTION EASEMENT
(S 12°48'43" E 149.13')
S 12°47'56" E
149.51'
1/2" IRF
BRS N 12°48' W 0.6'
N 12°51'05" W 156.58'
N 13°06'57" W 295.95'
N 13°06'57" W 205.39'
N 13°06'57" W 145.24'
S 13°06'57" W 119.13'
N 13°06'57" W 119.95'
N 13°48'52" W 37.95'
S 76°53'03" W 529.61'
S 76°53'03" W 604.41'
(S 76°50'31" W 604.43')
306.52'
83.76'
PK/F/CM
1/2" IRF/CM
LOT 4
NORWOOD ADDITION
VOL. 22, PG. 184, P.R.G.C.T.
NORWOOD
STREET
(22' ASPHALT PAVEMENT)
30' R.O.W. DEDICATION
VOL. 22, PG. 184
P.R.G.C.T.
R.O.W. DEDICATION
CALLED 4.014 ACRES
VOL. 2816, PG. 691
O.R.G.C.T.
10' W.E.
10' U.E./D.E.
20' S.S.E.
20' U.E. & D.E.
10' S.S.E.
20' U.E. & D.E.
10' U.E./D.E.
20' S.S.E.
10' U.E./D.E.
20' U.E. & D.E.
20' S.S.E.
10' U.E./D.E.
20' U.E. & D.E.
10' U.E./D.E.
20' U.E. & D.E.
10' U.E./D.E.
20' U.E. & D



SITE PLAN STATISTICS:	
LOT:	17, LAMBERTH ROAD
CURRENT ZONING:	COMMERCIAL OFFICE
PROPOSED ZONING:	SPECIAL USE PERMIT FOR TOWNHOMES IN A COMMERCIAL OFFICE DISTRICT
GROSS AREA:	1.464 ACRES (63,792 SF)
BUILDING AREA:	10,438 S.F.
HARD SURFACE AREA:	18,107 S.F.
LANDSCAPED AREA:	35,247 S.F.
PARKING REQUIRED:	18 SPACES
PARKING PROVIDED:	16 STANDARD PARKING SPACES (9' X 20') 16 GARAGE PARKING SPACES (MIN. 9' X 20') 32 SPACES TOTAL

PRELIMINARY SITE PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

O'HANLON RANCH LUXURY TOWNHOMES

LOT 17 LAMBERTH ROAD
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
11/18/20

SHEET
SITE

SCALE
NTS

PRELIMINARY ELEVATION PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

O'HANLON RANCH LUXURY TOWNHOMES

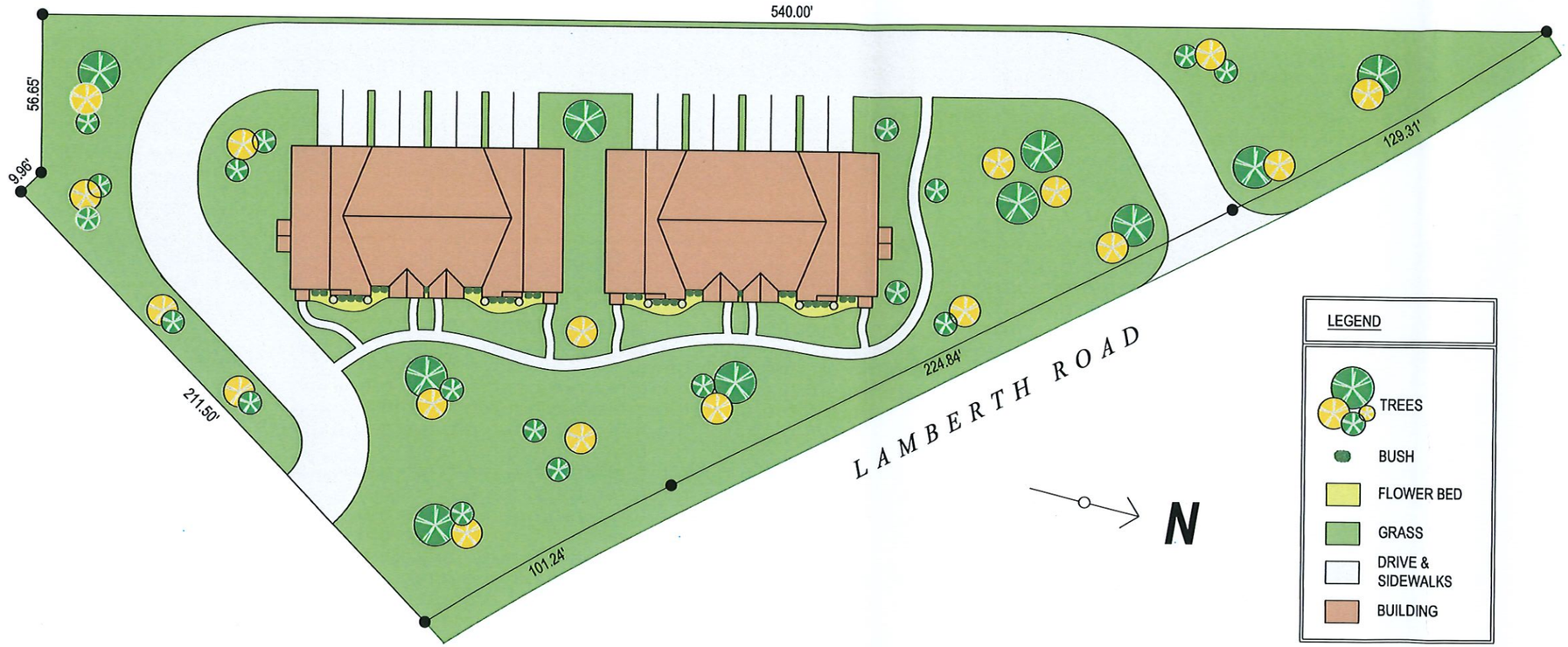
LOT 17 LAMBERTH ROAD
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
11/18/20

SHEET
ELEVATION

SCALE
1/8" = 1'



LEGEND

- TREES
- BUSH
- FLOWER BED
- GRASS
- DRIVE & SIDEWALKS
- BUILDING

PRELIMINARY LANDSCAPE PLAN

D2L DESIGNS, LLC
903.267.1284
HOUSE PLANS

O'HANLON RANCH LUXURY TOWNHOMES

LOT 17 LAMBERTH ROAD
SHERMAN, TEXAS

D2LDESIGNS@YAHOO.COM

DATE
11/18/20

SHEET
LANDSCAPE

SCALE
NTS

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

Lamberth Crossing Joint Venture
Joe Gilbert
801 E. Taylor St.
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit to allow O'Hanlon Ranch Luxury Townhomes in a C-O (Office) District located at 2708 West Lamberth Road 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-O (Office) District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. No building shall exceed 35 feet in height unless an exception is granted.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Parking is permitted on paved surfaces only (concrete and asphalt).
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
7. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
8. The trash dumpster will need to be located inside the main building area and screened.
9. Any structures built over any of the easements on the property will require approval from the City Council for an encroachment easement.
10. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant

demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

14. Provide filed copy of access easement to City of Sherman prior to building permits being issued.
15. Verification of adequate detention for proposed development shall be provided to City of Sherman Engineering Department for review and approval.
16. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

2708 WEST LAMBERTH ROAD

The request of Lamberth Crossing Joint Venture (Owners) and D2L Designs, LLC (Designer) concerning the property at 2708 West Lamberth Road, being Lot 17, The Gardens at O'Hanlon Ranch, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.3, Subsection (7) to not require a 6-foot masonry perimeter wall for O'Hanlon Ranch Luxury Townhomes in a C-O (Office) District.

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow O'Hanlon Ranch Luxury Townhomes in a C-O (Office) District.

Background:

The property is located at 2708 West Lamberth Road, the southeast corner of Lamberth Road and Shady Oaks Lane. The property is zoned a C-O (Office) District.

Background on the property:

- Zone change from a C-O (Office) District to a C-1 (Retail Business) District - Withdrawn 9/18/2018
- Specific Use Permit to allow a climate controlled mini-storage facility - Withdrawn 9/18/2018
- Variance to allow a 11' setback along Lamberth Road in lieu of the required 25' - Withdrawn 9/18/2018

The owner would like to construct O'Hanlon Ranch Luxury Townhomes. The proposed project includes two buildings, four units per building for a total of eight units, two-bedrooms per unit for a total of sixteen bedrooms. The exterior of the buildings will be brick with stone accents. Sixteen parking spaces will be provided. The owner is requesting an exception to not be required to provide a 6' masonry perimeter wall surrounding the development.

Adjacent Zoning:

R-1 (One Family Residential) District
R-2 (Multi-Family Residential) District
C-O (Office) District

Origination:

Lamberth Crossing Joint Venture (Owners)
D2L Designs, LLC (Designer)

Master Plan Designation:

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

Number of notices mailed:

22

Objections Received:

1

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Plat
Site Plan
Building Elevations
Landscape Plan
Staff Review Letter
Letter from Min Zhang

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

November 25, 2020

RECEIVED
DEC 0 9 2020

Min Zhang
2524 Naperton Dr.
Plano, TX 75025

The Planning and Zoning Commission of the City of Sherman will hold a public hearing on the day of Tuesday, December 15, 2020 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Lamberth Crossing Joint Venture (Owners) and D2L Designs, LLC (Designer) concerning the property at 2708 West Lamberth Road, being Lot 17, The Gardens at O'Hanlon Ranch

The request is as follows:
Board of Adjustments
Exception under Ordinance No. 2280, Section 6.3, Subsection (7) to not require a 6-foot masonry perimeter wall for O'Hanlon Ranch Luxury Townhomes in an R-2 (Multi-Family Residential) District.
Planning and Zoning Commission
Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow O'Hanlon Ranch Luxury Townhomes in a C-O (Office) District.

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

Rob Rae
Incoming Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75091-1106

Secretary, Planning & Zoning Board

Exception shall not be granted.
~~this~~ Deny request for multifamily unit.

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

Reeves, Patsy

From: tyoung@yecon.net
Sent: Friday, December 11, 2020 12:12 PM
To: Reeves, Patsy
Subject: Joe Gilbert Townhome Project

EXTERNAL EMAIL: - Avoid clicking on links or files - Be safe!

Patsy

Joe Gilbert called me and asked if I would send you an email of support for his townhome project over by O'Hanlon Ranch. I am a homeowner in O'hanlon and I am in full support of his project. He has sent me plans and specs of the proposed project and I don't foresee any issues with it in regards to zoning or master plan. Based on site plan and elevations it looks like he has taken into account the traffic flow and any issues with that as well as matching the finished look to surrounding properties. Just wanted to pass that along as support. Hope it helps. Thanks.

TODD YOUNG
PRESIDENT

YOUNG ENTERPRISES L.P.
903.892.1508
WWW.YOUNGENTERPRISESLP.COM

CONFIDENTIALITY NOTE: The information transmitted, including attachments, is intended only for the person(s) or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and destroy any copies of this information.

Reeves, Patsy

From: carlos.e.rivas@gmail.com
Sent: Thursday, December 17, 2020 11:46 PM
To: Reeves, Patsy
Subject: O'Halon Ranch Luxury Townhomes

RECEIVED
DEC 18 2020

EXTERNAL EMAIL: - Avoid clicking on links or files - Be safe!

Hello,

I am a resident in O'Halon Ranch. I support the plans proposed by Joe Gilbert for the Luxury Townhomes on Lamberth Road. The style matches the surrounding buildings and would be a positive addition to the area.

Carlos Rivas

Sent from my iPhone

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 5.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6346

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District, generally located in the 2400-2700 blocks of South F.M. 1417 (Heritage Parkway), Tract 1 being 46.339 acres of land in the Elizabeth Jones Survey, Abstract No. 625, and Tract 2 being 21.799 acres of land in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing for a Penalty not to Exceed $2,000.00

Issue:

To consider the request of ARC STX Holdings, LLC (Owner), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer), and Pierce-Murray Land Solutions (Surveyor) concerning the property in the 2400-2700 blocks of South F.M. 1417 (Heritage Parkway), Tract 1 being 46.339 acres of land in the Elizabeth Jones Survey, Abstract No. 625 for a zone change approval from an R-A (Single-Family Agricultural) District to a C-1 (Retail Business) District, and Tract 2 being 21.799 acres of land in the Elizabeth Jones Survey, Abstract No. 625 for zone change approval from an M-1 (Light Manufacturing) District to a C-1 (Retail Business) District

Background:

The property is located in the 2400-2700 blocks of South F.M. 1417 (Heritage Parkway), the northwest corner of F.M. 1417 (Heritage Parkway) and O.B. Groner Road, across the highway from the new Sherman High School. A portion of the property (46.339 acres) was annexed into the City Limits of Sherman at the December 7, 2020 City Council Meeting. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and is located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. The uses being proposed are Commercial Retail, Multi-Family with two types (apartments and build to rent single-story units) and a self-storage facility.

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (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 zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6346
Exhibit A - Legal Description/Field Notes
Aerial Location Map
Zoning Map
Zoning Sign Photo
Annexation Request
Annexation Schedule
Narrative
Surveys
Overall Site Plan
Building Elevations Commercial
Building Elevations Apartments
Building Elevations Multi-Family
Staff Review Letter
P&Z Communication
Handout

ORDINANCE NO. 6346

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, GENERALLY LOCATED IN THE 2400-2700 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY), TRACT 1 BEING 46.339 ACRES OF LAND IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, AND TRACT 2 BEING 21.799 ACRES OF LAND IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ARC STX HOLDINGS, LLC, OWNER; TESCH DEVELOPMENT & MANAGEMENT CO., PROSPECTIVE BUYER; ROBERT TESCH, REPRESENTATIVE; PAPE-DAWSON ENGINEERS, CIVIL ENGINEER; AND PIERCE-MURRAY LAND SOLUTIONS, SURVEYOR); 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 proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the properties 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 properties 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 A – Legal Description/Field Notes, generally located in the 2400-2700 blocks of South FM 1417 (Heritage Parkway), and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property**.**

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

SECTION 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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: _____
CITY ATTORNEY

46.339 ACRE CITY OF SHERMAN, TEXAS ANNEXATION PARCEL

PROPERTY DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron found in the approximate centerline of OB Groner Road (an existing 60' Right-of-Way), said iron rod being the southwest corner of said called 70.15 acre tract and also being the southeast corner of that certain called 220.14 acre tract of land described in deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Real Property Records, Grayson County, Texas, and from which a 1/2 inch iron rod found for an angle point in the south line of said called 220.14 acre tract bears S 74°03'48"W, 1585.17 feet, said point of Beginning also being also being in the north property line of that certain called 200.5 acre tract of land described in deed to The Munson Realty Company, as recorded in Volume 925, Page 261, Real Property Records, Grayson County, Texas and in the existing City of Sherman, City Limit line per City Ordinance Number 6218;

THENCE N 15°23'01"W, a distance of 2708.57 feet departing said City Limit line and along the common line of the west property line of said called 70.15 acre tract and the east line of said called 220.14 acre tract to a 1 inch pipe found, said pipe being the northwest corner of the herein described tract and the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet, and said pipe also being at an angle point in the existing City Limit line per City Ordinance Number 3723 ;

THENCE N 74°27'02"E, a distance of 912.47 feet with said existing City Limit line and along the common line of the north property line of the herein described tract and the south property line of said called 10.00 acre tract to a point, being in the west line of City Ordinance Number 3262 and being approximately 500 feet westerly of the easterly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way);

THENCE S 01°27'21"E, a distance of 635.29 feet continuing along said existing City Limit line and 500 feet westerly of said existing easterly Right-of-Way line to the beginning of a curve to the left

THENCE continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line and with said curve, an arc distance of 1448.54 feet, through a central angle of 25°06'54", having a radius of 3304.61 feet, and a long chord of which bears S 13°59'35"E, 1436.97 feet;

THENCE S 26°29'25"E, a distance of 657.84 feet continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line to a point in the approximate centerline of said O. B. Groner Road, being the common line of the southerly line of said called 70.15 acre tract and the northerly line of the aforementioned called 200.5 acre Munson Realty Company tract and returning to the north line of the aforementioned City Ordinance Number 6218;

THENCE S 73°46'23"W, a distance of 851.51 feet continuing along said existing City Limit line and with the north line of said City Ordinance Number 6218 and with said approximate centerline of O. B. Groner Road and along said common line returning to the Point of Beginning and containing 2,018,509 square feet or 46.339 acres of land, more or less.

Tract 2

21.799 ACRE TRACT DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch pipe found at the northwest corner of said called 70.15 acre tract, said pipe also being in the easterly line of that certain called 220.14 acre tract of land described by deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Deed Records, Grayson County, Texas and said pipe also being the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet;

THENCE N 74°27'02"E, a distance of 912.47 feet (previously recorded as N 75°28'24"E) along the common line of the north property line of said called 70.15 acre tract and the south property line of said called 10.00 acre tract to a 1/2 inch iron rod set for the POINT OF BEGINNING, said point being in a west line of the existing City of Sherman, Texas, City Limit line according to the City of Sherman, Texas Annexation Ordinance #3262;

THENCE N 74°27'02"E, a distance of 391.79 feet (previously recorded as N 75°28'24"E) departing said City Limit Line to a 1/2 inch iron rod found, said iron rod being the westerly Right-of-Way line of FM Highway 1417 (an existing 120.00 foot Right-of-Way) and from which a 1/2 inch iron rod found for the northeast corner of said 10.00 acre tract bears N 01°21'58"W, 333.78 feet;

THENCE S 01°27'21"E, a distance of 730.69 feet (previously recorded as S 00°26'54"E, 730.69 feet) along said west Right-of-Way line to 1/2 inch iron rod with cap stamped "Pierce Murray" set at the beginning of a curve to the left;

THENCE continuing along said west Right-of-Way and with said curve to the left, an arc distance of 1282.31 feet, through a central angle of 25°07'08", having a radius of 2924.93 feet, and a long chord of which bears S 13°59'37"E, 1272.06 feet (previously recorded as S 12°59'10"E, 1272.06 feet) to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 26°29'25"E, a distance of 371.16 feet (previously recorded as S 25°28'58"E) continuing along said west Right-of-Way to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 73°46'23"W, a distance of 262.60 feet departing said existing Right-of-Way line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 26°29'25"E, a distance of 355.69 feet to a Mag Nail set in the approximate centerline of O.B. Groner Road (an existing 60 foot Right-of-Way) and being the common line of the southerly property line of said called 70.15 acre tract and the north property line of that certain called 200.5 acre tract of land described in deed to The Munson Realty Company, as recorded in Volume 925, Page 261, Real Property Records, Grayson County, Texas;

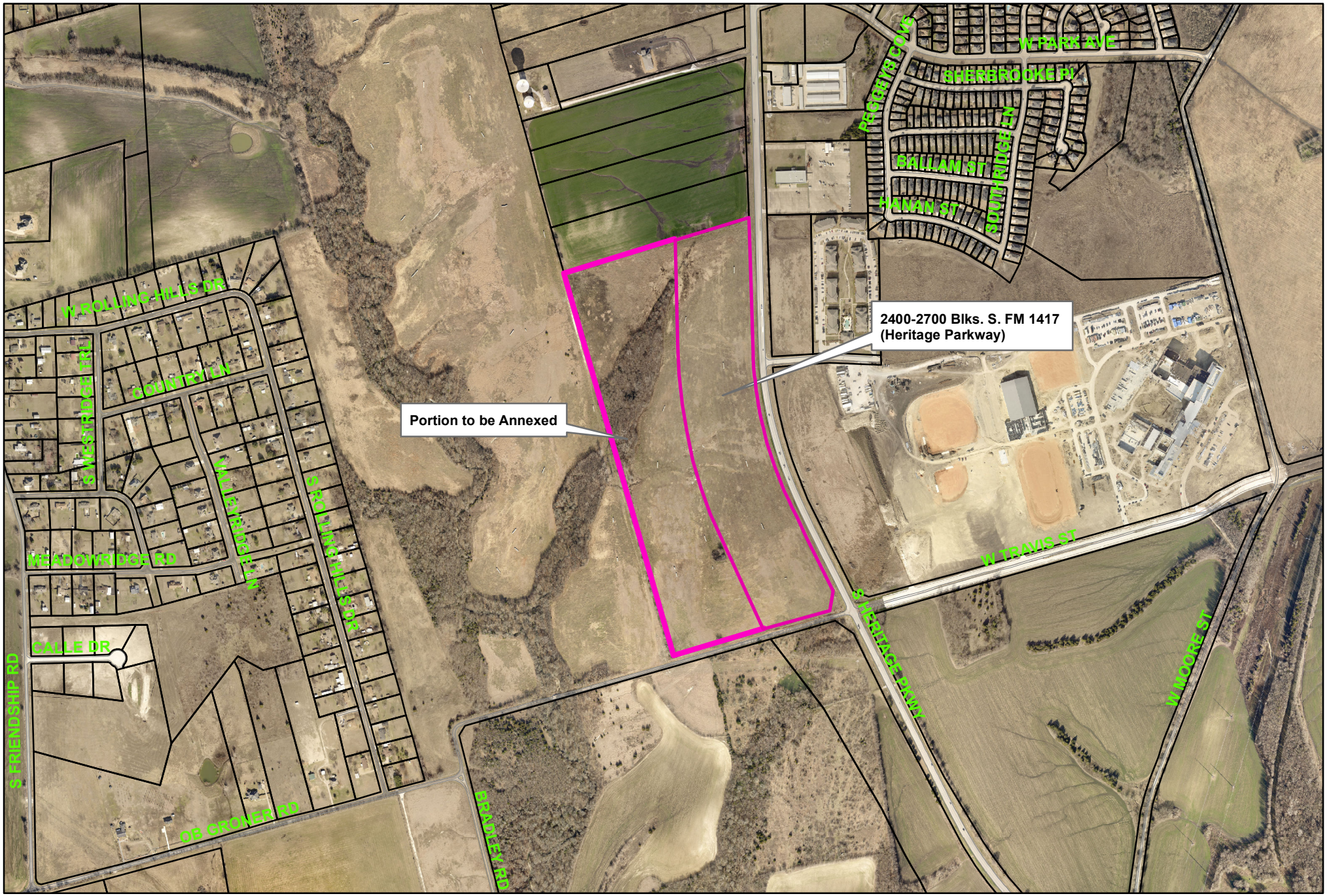
THENCE S 73°46'23"W, a distance of 123.58 feet (previously recorded as S 74°47'39"W) along said centerline and said common line to a Mag Nail set, said point being in the aforementioned City of Sherman, Texas, City Limit line;

THENCE the following courses and distances along said City of Sherman, Texas, City Limit line:

N 26°29'25"W, a distance of 657.84 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set at the beginning of a curve to the right;

With said curve to the right an arc distance of 1448.54 feet, through a central angle of 25°06'54", having a radius of 3304.61 feet, and a long chord of which bears N 13°59'35"W, a distance of 1436.97 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

N 01°27'21"W, a distance of 635.29 feet returning to the Point of Beginning and containing 949,584 square feet or 21.799 acres of land, more or less.



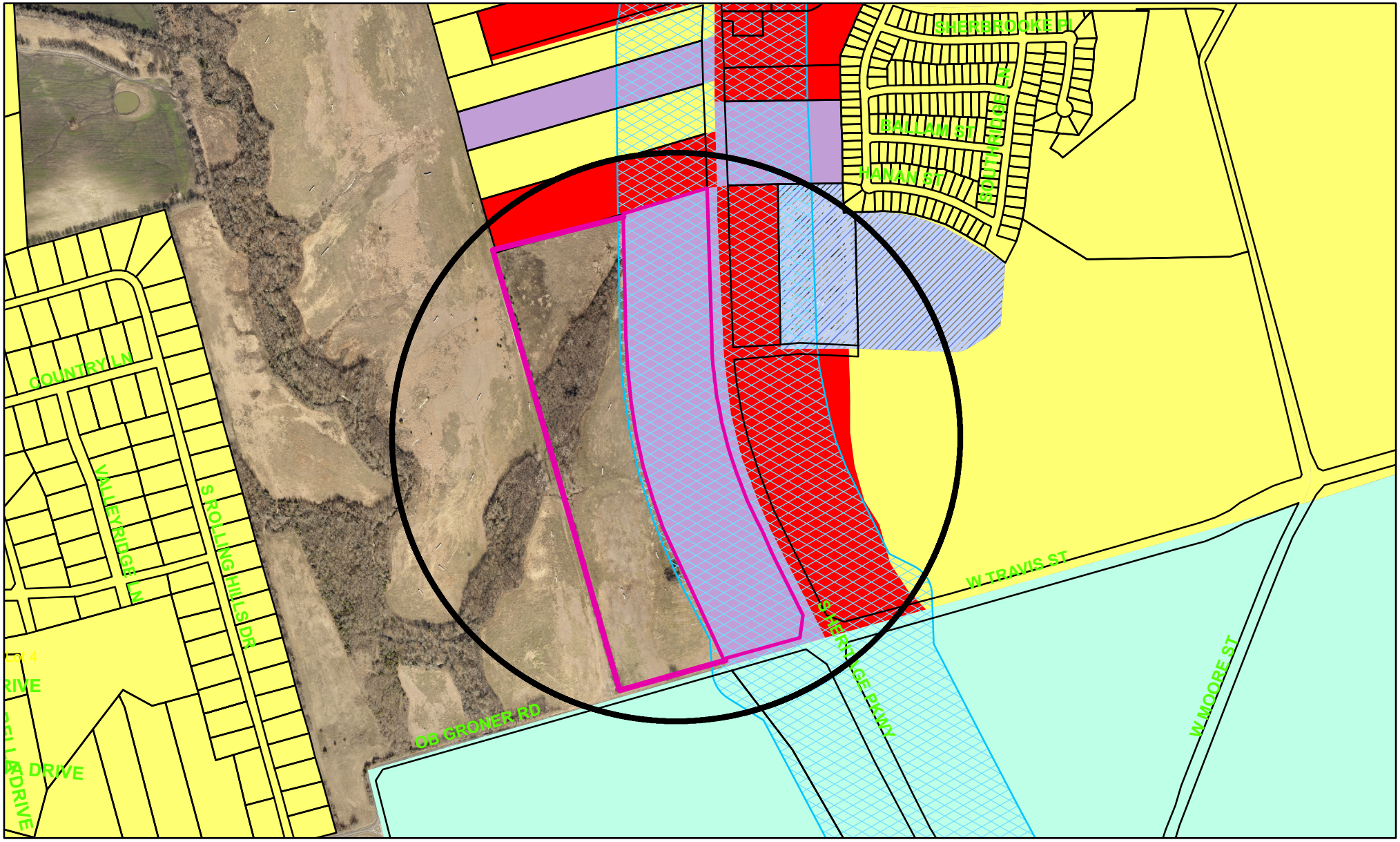
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

2400-2700 Blocks South FM 1417 (Heritage Parkway)

NOT TO SCALE

1 in = 867 ft



Zoning - 2400-2700 Blocks South FM 1417 (Heritage Parkway)

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 800 ft

2400-2700 Blocks South FM 1417

(Heritage Parkway)

Nov 24, 2020 at 3:23 PM

ARC STX HOLDINGS, LLC
P.O. Box 451714
Laredo, Texas 78045

October 12, 2020

Ms. Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Dear Ms. Dorn:

My name is Cristina Gonzalez and I am the Manager Partner and one of the owners of ARC STX Holdings, LLC. ("ARC"). ARC owns 70 acres at the northwest corner of FM 1417 and O.B. Groner in Sherman, Texas (see attached survey). A portion of ARC's property is already annexed in the City of Sherman.

ARC is requesting the remaining property to be annexed into the City so ARC can have City services for future development.

Thank you and below are the signatures of all the owners of ARC STX Holdings, LLC.

ARC STX HOLDINGS, LLC

Cristina Gonzalez, Managing Partner, Owner

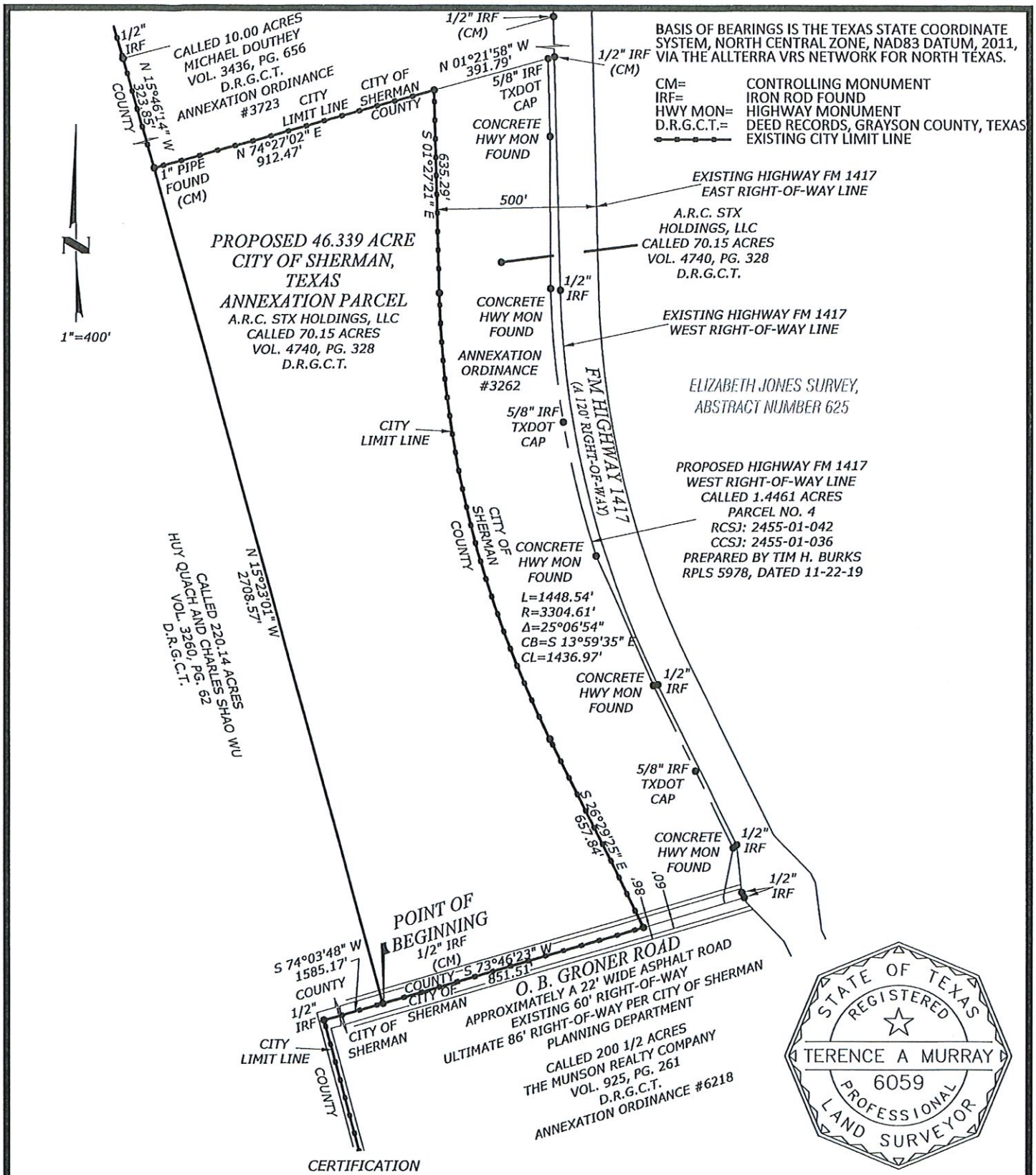
Date: Oct 13, 2020

Veronica Gonzalez, Owner

Date: 10.13.2020

10-13-2020
Adriana Gonzalez Ramirez, Owner

Date: Adriana Gonzalez Ramirez



CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN SEPTEMBER, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATED :10-15-2020

PIERCE-MURRAY LAND SOLUTIONS
Engineering ⊕ Surveying

PIERCE-MURRAY LAND SOLUTIONS
800 TALLYHO CIRCLE
TYLER, TEXAS 75703
(817) 239-5646
(903) 539-2256
TBPELS FIRM REGISTRATION NO. 10194437

CITY OF SHERMAN, TEXAS
ANNEXATION EXHIBIT
BEING A

46.339 ACRE TRACT

SITUATED IN
THE ELIZABETH JONES SURVEY,
ABSTRACT NUMBER 625,
GRAYSON COUNTY, TEXAS

DRAWN BY: TAM | CHECKED BY: CDP | DATE: 10-15-2020 | JOB NO. 2008-072 | TBEPLS NO. 10194437 FILE:2008-072ANX1.DWG

46.339 ACRE CITY OF SHERMAN, TEXAS ANNEXATION PARCEL

PROPERTY DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron found in the approximate centerline of OB Groner Road (an existing 60' Right-of-Way), said iron rod being the southwest corner of said called 70.15 acre tract and also being the southeast corner of that certain called 220.14 acre tract of land described in deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Real Property Records, Grayson County, Texas, and from which a 1/2 inch iron rod found for an angle point in the south line of said called 220.14 acre tract bears S 74°03'48"W, 1585.17 feet, said point of Beginning also being also being in the north property line of that certain called 200.5 acre tract of land described in deed to The Munson Realty Company, as recorded in Volume 925, Page 261, Real Property Records, Grayson County, Texas and in the existing City of Sherman, City Limit line per City Ordinance Number 6218;

THENCE N 15°23'01"W, a distance of 2708.57 feet departing said City Limit line and along the common line of the west property line of said called 70.15 acre tract and the east line of said called 220.14 acre tract to a 1 inch pipe found, said pipe being the northwest corner of the herein described tract and the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet, and said pipe also being at an angle point in the existing City Limit line per City Ordinance Number 3723 ;

THENCE N 74°27'02"E, a distance of 912.47 feet with said existing City Limit line and along the common line of the north property line of the herein described tract and the south property line of said called 10.00 acre tract to a point, being in the west line of City Ordinance Number 3262 and being approximately 500 feet westerly of the easterly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way);

THENCE S 01°27'21"E, a distance of 635.29 feet continuing along said existing City Limit line and 500 feet westerly of said existing easterly Right-of-Way line to the beginning of a curve to the left

THENCE continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line and with said curve, an arc distance of 1448.54 feet, through a central angle of 25°06'54", having a radius of 3304.61 feet, and a long chord of which bears S 13°59'35"E, 1436.97 feet;

THENCE S 26°29'25"E, a distance of 657.84 feet continuing along said existing City Limit line and continuing to be 500 feet westerly of said existing easterly Right-of-Way line to a point in the approximate centerline of said O. B. Groner Road, being the common line of the southerly line of said called 70.15 acre tract and the northerly line of the aforementioned called 200.5 acre Munson Realty Company tract and returning to the north line of the aforementioned City Ordinance Number 6218;

THENCE S 73°46'23"W, a distance of 851.51 feet continuing along said existing City Limit line and with the north line of said City Ordinance Number 6218 and with said approximate centerline of O. B. Groner Road and along said common line returning to the Point of Beginning and containing 2,018,5096 square feet or 46.339 acres of land, more or less.

ANNEXATION SCHEDULING PLAN

Annexation of approximately 46.339 acres of land adjacent to the city limits, located West of F. M. 1417, North of O. B. Groner Road, and East of Rolling Hill Drive, being more specifically described as:
SHERMAN HEIGHTS

Monday, November 16, 2020.....City Council sets public hearing date and accepts annexation application.

Monday, November 23, 2020.....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.

Tuesday, November 24, 2020.....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, December 3, 2020..... Post notice of public hearing as required by Open Meetings Act.

Monday, December 7, 2020.....Hold public hearing. (Regular Council Meeting)

Monday, December 7, 2020.....Adopt ordinance. (Regular Council Meeting)

PAPE-DAWSON ENGINEERS

October 22, 2020

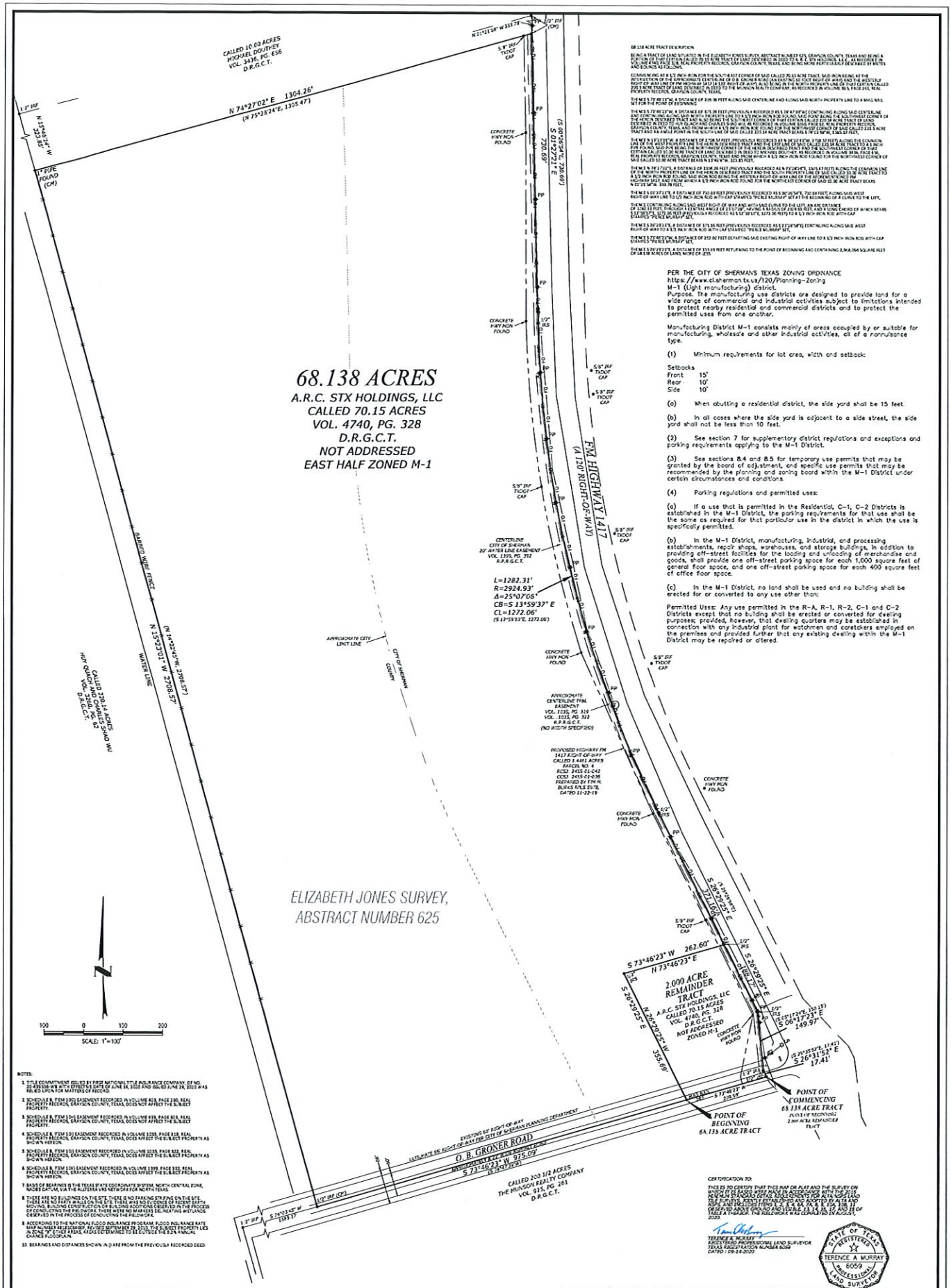
Mr. Rob Rae, Director
City of Sherman
Development Services
220 W. Mullberry
Sherman, TX 75091

Re: Sherman Heights – Zoning Application
Project Narrative

Tesch Development Company, LLC, Applicant, requests rezoning for the 68.1 acre property from M-1 to C-1. Additionally, the applicant requests Special Use Permits to allow for Multi-Family and Self-Storage uses on the property. The applicant desires to rezone this property to create a mixed-use development at the northwest corner of FM1417 and O.B. Grone Rd as displayed in the conceptual site plan provided with this application. The planned development is for multiple uses that compliment the surrounding zoning of C1 and R2 in the adjacent tracts. The uses being proposed are Commercial Retail (C-1); Multi-Family (R-2) with two types of product, traditional multi-level apartments and Build-To-Rent single story units; and lastly Self-Storage. Throughout the development there will be amenities and landscaped open space.

The required submittal items for the zoning application have been submitted for review. Should you have any questions please do not hesitate to contact me.

Sincerely,
Matt Gilbertson, P.E.
Project Manager – Pape-Dawson Engineers



68.138 ACRE TRACT DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 70.15 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 TO A.R.C. STX HOLDINGS, LLC, AS RECORDED IN VOLUME 4740, PAGE 328, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON FOR THE SOUTHEAST CORNER OF SAID CALLED 70.15 ACRE TRACT, SAID IRON BEING AT THE INTERSECTION OF THE APPROXIMATE CENTERLINE OF O.B. GRONER ROAD (AN EXISTING 60 FOOT RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (A 120 RIGHT-OF-WAY), ALSO BEING IN THE NORTH PROPERTY LINE OF THAT CERTAIN CALLED 200.5 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE MUNSON REALTY COMPANY, AS RECORDED IN VOLUME 925, PAGE 261, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS;

THENCE S 73°46'23" W, A DISTANCE OF 228.58 FEET (PREVIOUSLY RECORDED AS S 74°45'23" W), ALONG SAID CENTERLINE AND ALONG SAID NORTH PROPERTY LINE TO A MAG NAIL SET FOR THE POINT OF BEGINNING;

THENCE S 73°46'23" W, A DISTANCE OF 975.09 FEET (PREVIOUSLY RECORDED AS S 74°45'23" W) CONTINUING ALONG SAID CENTERLINE AND ALONG SAID NORTH PROPERTY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET, SAID POINT BEING AT THE SOUTHWEST CORNER OF SAID CALLED 70.15 ACRE TRACT AND ALSO BEING IN THE EAST RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (A 120 RIGHT-OF-WAY) AS RECORDED IN VOLUME 925, PAGE 261, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 200.5 ACRE TRACT BEARS S 73°46'23" W, 262.60 FEET;

THENCE S 26°23'25" E, A DISTANCE OF 771.46 FEET (PREVIOUSLY RECORDED AS S 27°24'23" E) ALONG SAID EAST RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 26°23'25" E, A DISTANCE OF 355.69 FEET (PREVIOUSLY RECORDED AS S 27°24'23" E) CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 10.03 ACRE TRACT BEARS N 73°46'23" E, 323.85 FEET;

THENCE S 06°17'23" E, A DISTANCE OF 149.97 FEET (PREVIOUSLY RECORDED AS S 9°15'23" E) ALONG THE COMMON LINE OF THE NORTH PROPERTY LINE OF SAID CALLED 10.03 ACRE TRACT AND THE SOUTH PROPERTY LINE OF SAID CALLED 70.15 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND, SAID IRON ROD BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE DEDICATION FOR FM HIGHWAY 1417 AND FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10.03 ACRE TRACT BEARS N 73°21'58" E, 333.79 FEET;

THENCE S 26°31'31" E, A DISTANCE OF 750.88 FEET (PREVIOUSLY RECORDED AS S 29°29'31" E), 750.88 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY AND WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1282.31 FEET, THROUGH A CENTRAL ANGLE OF 25°07'08", HAVING A RADIUS OF 2924.93 FEET, AND A LONG CHORD OF WHICH BEARS S 13°59'37" E, 1272.06 FEET (PREVIOUSLY RECORDED AS S 13°32'37" E, 1272.06 FEET) TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 15°32'01" E, A DISTANCE OF 671.36 FEET (PREVIOUSLY RECORDED AS S 12°30'01" E) CONTINUING ALONG SAID WEST RIGHT-OF-WAY TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 73°46'23" W, A DISTANCE OF 262.60 FEET DEPARTING SAID EXISTING RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 26°23'25" E, A DISTANCE OF 355.69 FEET RETURNING TO THE POINT OF BEGINNING AND CONTAINING 2,964,964 SQUARE FEET OR 68.138 ACRES OF LAND, MORE OR LESS.

PER THE CITY OF SHERMANS TEXAS ZONING ORDINANCE
https://www.ci.sherman.tx.us/120/Planning-Zoning
M-1 (Light manufacturing) district.
Purpose. The manufacturing use districts are designed to provide land for a wide range of commercial and industrial activities subject to limitations intended to protect nearby residential and commercial districts and to protect the permitted uses from one another.

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

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

Setbacks
Front 15'
Rear 10'
Side 10'

(a) When abutting a residential district, the side yard shall be 15 feet.

(b) In all cases where the side yard is adjacent to a side street, the side yard shall not be less than 10 feet.

(2) See section 7 for supplementary district regulations and exceptions and parking requirements applying to the M-1 District.

(3) See sections 8.4 and 8.5 for temporary use permits that may be granted by the board of adjustment, and specific use permits that may be recommended by the planning and zoning board within the M-1 District under certain circumstances and conditions.

(4) Parking regulations and permitted uses:

(a) If a use that is permitted in the Residential, C-1, C-2 Districts is established in the M-1 District, the parking requirements for that use shall be the same as required for that particular use in the district in which the use is specifically permitted.

(b) In the M-1 District, manufacturing, industrial, and processing establishments, repair shops, warehouses, and storage buildings, in addition to providing off-street facilities for the loading and unloading of merchandise and goods, shall provide one off-street parking space for each 1,000 square feet of general floor space, and one off-street parking space for each 400 square feet of office floor space.

(c) In the M-1 District, no land shall be used and no building shall be erected for or converted to any use other than:

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

NOTES:

1. TITLE COMMITMENT ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 21-439536-WB WITH AN EFFECTIVE DATE OF JUNE 28, 2021 AND ISSUED JUNE 28, 2021 IS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 10(a) EASEMENT RECORDED IN VOLUME 425, PAGE 288, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 10(b) EASEMENT RECORDED IN VOLUME 425, PAGE 301, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 10(c) EASEMENT RECORDED IN VOLUME 1335, PAGE 318, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 10(d) EASEMENT RECORDED IN VOLUME 1335, PAGE 322, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 10(e) EASEMENT RECORDED IN VOLUME 1339, PAGE 352, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM, VIA THE ALLTERRA RTK NETWORK FOR NORTH TEXAS.
8. THERE ARE NO BUILDINGS ON THE SITE. THERE IS NO PARKING STRIPING ON THE SITE. THERE ARE NO PARTY WALLS ON THE SITE. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. THERE WERE NO MARKERS DELINEATING WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0360F, REVISED SEPTEMBER 26, 2008, THE SUBJECT PROPERTY LIES IN ZONE "X" (OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN () ARE FROM THE PREVIOUSLY RECORDED DEED.

2.000 ACRE REMAINDER TRACT DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 70.15 ACRE TRACT OF LAND DESCRIBED IN DEED TO A.R.C. STX HOLDINGS, LLC, AS RECORDED IN VOLUME 4740, PAGE 328, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON FOR THE SOUTHEAST CORNER OF SAID CALLED 70.15 ACRE TRACT, SAID IRON BEING AT THE INTERSECTION OF THE APPROXIMATE CENTERLINE OF O.B. GRONER ROAD AND THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (A 120 RIGHT-OF-WAY), ALSO BEING IN THE NORTH PROPERTY LINE OF THAT CERTAIN CALLED 200.5 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE MUNSON REALTY COMPANY, AS RECORDED IN VOLUME 925, PAGE 261, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS;

THENCE S 73°46'23" W, A DISTANCE OF 228.58 FEET (PREVIOUSLY RECORDED AS S 74°45'23" W), ALONG SAID CENTERLINE AND ALONG SAID NORTH PROPERTY LINE TO A MAG NAIL SET;

THENCE N 26°23'25" W, A DISTANCE OF 355.69 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE N 26°23'25" W, A DISTANCE OF 262.60 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID FM HIGHWAY 1417;

THENCE S 26°23'25" E, A DISTANCE OF 388.12 FEET (PREVIOUSLY RECORDED AS S 27°24'23" E) ALONG SAID WEST RIGHT-OF-WAY TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 06°17'23" E, A DISTANCE OF 149.97 FEET (PREVIOUSLY RECORDED AS S 9°15'23" E) ALONG SAID WEST RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD FOUND;

THENCE S 26°31'31" E, A DISTANCE OF 17.41 FEET (PREVIOUSLY RECORDED AS S 29°29'31" E, 17.41 FEET) CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE RETURNING TO THE POINT OF BEGINNING AND CONTAINING 2.000 SQUARE FEET OR 45.938 ACRES OF LAND, MORE OR LESS.

LEGEND

IRF	IRON ROD FOUND
IRS	1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
CM	CONTROLLING MONUMENT
	GUY WIRE
	POWER POLE
	WATER VALVE
	TELEPHONE MANHOLE
	PIPELINE MARKER
	LIGHT POLE

CERTIFICATION TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 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, 7a, 7b1, 7c, 8, 9, 10, 11 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 7, 2020.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATED: 09-14-2020

STATE OF TEXAS
REGISTERED
TERENCE A. MURRAY
6059
LAND SURVEYOR

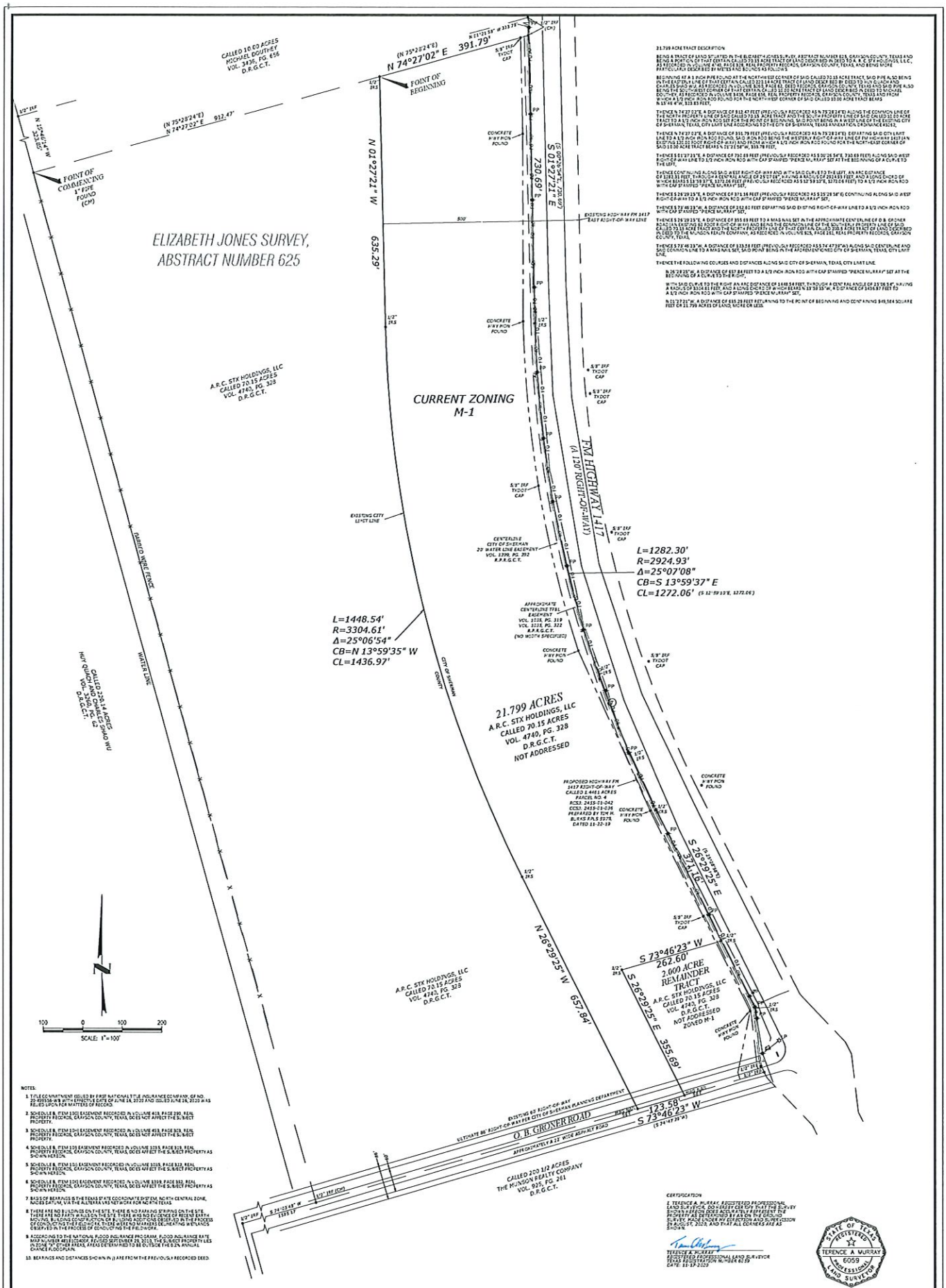
PAPE-DAWSON ENGINEERS

PIERCE · MURRAY
LAND SOLUTIONS

A ALTA/NSPS LAND TITLE SURVEY OF A 68.138 ACRE TRACT AND A 2.000 ACRE REMAINDER TRACT

SITUATED IN
THE ELIZABETH JONES SURVEY,
ABSTRACT NUMBER 625,
GRAYSON COUNTY, TEXAS

DRAWN BY: TAM CHECKED BY: CDP DATE: 08-20-2020 JOB NO. 2008-072 TBEPLS NO. 10194437



NOTES:

1. TITLE COMMITMENT ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 20-455536-NR WITH EFFECTIVE DATE OF JUNE 24, 2020 AND ISSUED JUNE 26, 2020 WAS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 10(E) EASEMENT RECORDED IN VOLUME 403, PAGE 280, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 10(H) EASEMENT RECORDED IN VOLUME 403, PAGE 301, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 10(I) EASEMENT RECORDED IN VOLUME 1035, PAGE 318, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 10(J) EASEMENT RECORDED IN VOLUME 1035, PAGE 322, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 10(K) EASEMENT RECORDED IN VOLUME 1038, PAGE 333, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM, USING ALTERRA VRS NETWORK FOR NORTH TEXAS.
8. THERE ARE NO VISIBLE ENCROACHMENTS, THERE IS NO PAVING STRIPING ON THE SITE, THERE ARE NO PARTY WALLS ON THE SITE, THERE ARE NO EVIDENCE OF RECENT EARTH MOVING WORK OBSERVED AT THE TIME OF THE SURVEY, NO EVIDENCE OF SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK, NO WETLAND MARKERS OBSERVED WHILE CREATING THE PLAT OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0430F, REVISED SEPTEMBER 26, 2008, THE SUBJECT PROPERTY LIES IN ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN ( ) ARE FROM THE PREVIOUSLY RECORDED DEED.

LEGEND

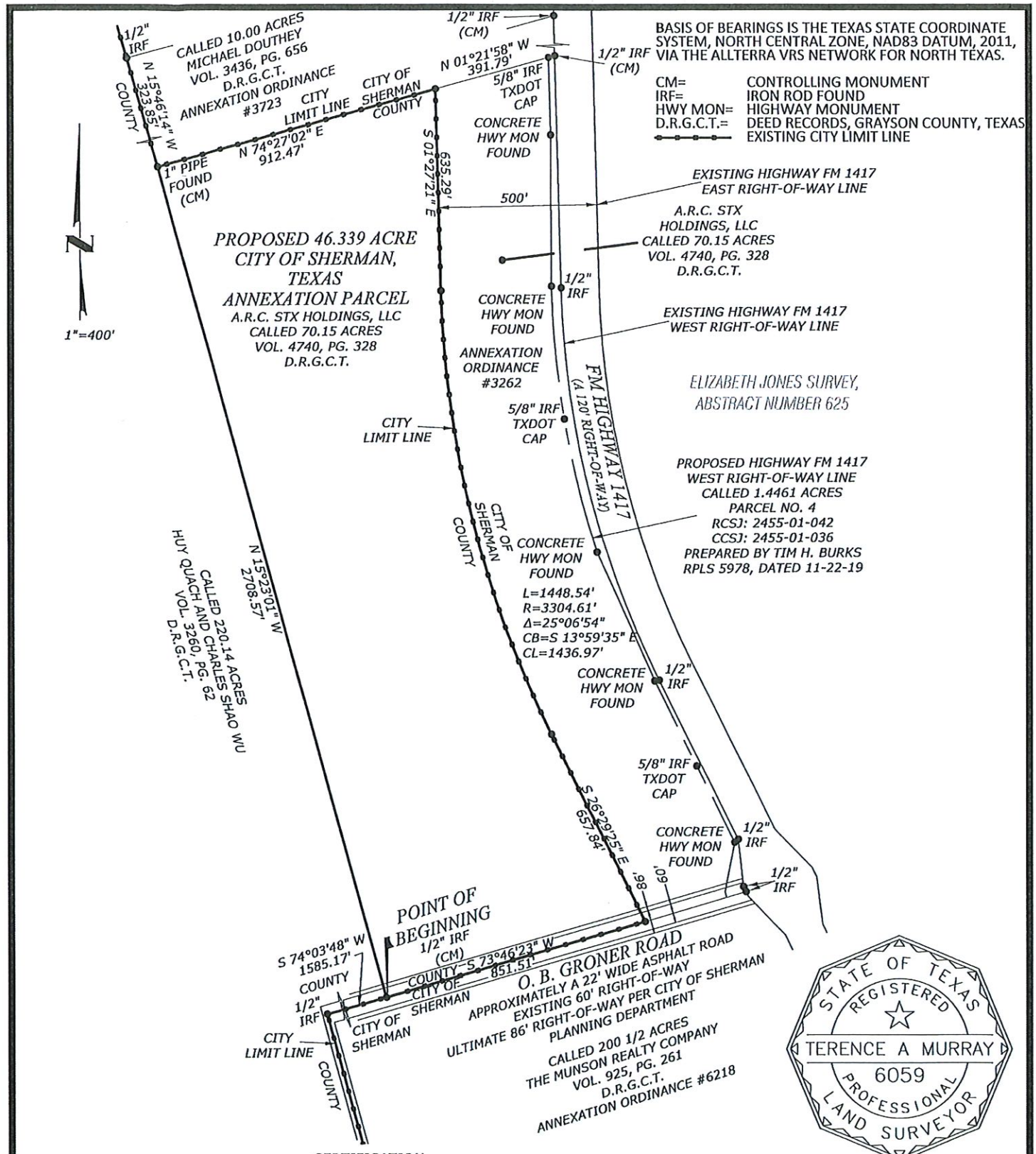
IRF	IRON ROD FOUND
IRS	1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
CM	CONTROLLING MONUMENT
⊕ FP	GUYWIRE
●	POWER POLE
WV	WATER VALVE
T	TELEPHONE MANHOLE
LP	PIPELINE MARKER
☼	LIGHT POLE

PAPE-DAWSON ENGINEERS

PIERCE-MURRAY LAND SOLUTIONS

A BOUNDARY SURVEY OF A 21.799 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS

DRAWN BY: TAH CHECKED BY: CDP DATE: 11-17-2020 JOB NO. 2008-072 TBPELS NO. 10194437 FILE: 2008-072 BNd



CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN SEPTEMBER, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATED :10-15-2020

PIERCE-MURRAY LAND SOLUTIONS
Engineering Surveying

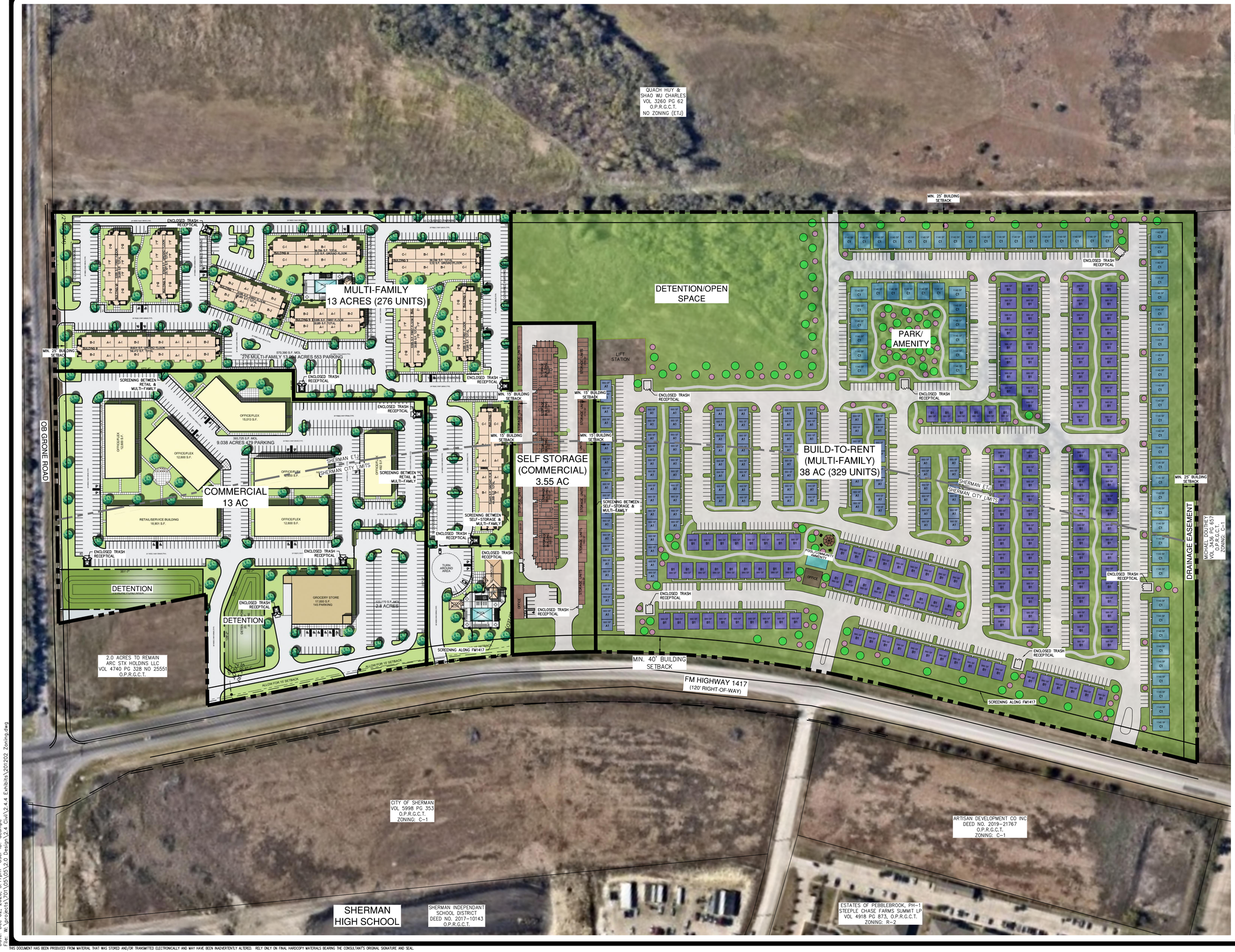
PIERCE-MURRAY LAND SOLUTIONS
800 TALLYHO CIRCLE
TYLER, TEXAS 75703
(817) 239-5646
(903) 539-2256
TBPELS FIRM REGISTRATION NO. 10194437

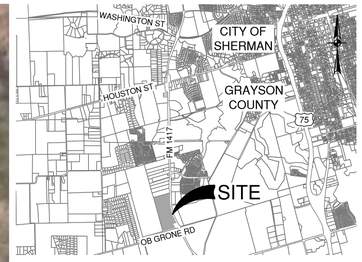
CITY OF SHERMAN, TEXAS
ANNEXATION EXHIBIT
BEING A

46.339 ACRE TRACT

SITUATED IN
THE ELIZABETH JONES SURVEY,
ABSTRACT NUMBER 625,
GRAYSON COUNTY, TEXAS

DRAWN BY: TAM | CHECKED BY: CDP | DATE: 10-15-2020 | JOB NO. 2008-072 | TBEPLS NO. 10194437 FILE:2008-072ANX1.DWG





LOCATION MAP

NOT-TO-SCALE

LEGEND

DEVELOPMENT BOUNDARY

LAND USE BOUNDARY

550 10' CONTOURS

ZONING	
CURRENT	M-1 & N/A
PROPOSED	C-1 W/ SUP (R-2 & SELF STORAGE)

BUILD-TO-RENT (MULTI-FAMILY)	
HARD SURFACE AREA	811,065 (18.6 AC)
LANDSCAPED AREA	846,119 (19.4 AC)
GROSS SF OF PROPERTY	165,7184 (38 AC)
TOTAL UNITS	329
REQUIRED PARKING	658 (MIN. 2/UNIT)
PARKING PROVIDED	850

UNITS	
A-1 (1BR)	104
B-1 (2BR)	158
C-1 (3BR)	67

SELF-STORAGE (COMMERCIAL)	
HARD SURFACE AREA	109,975 (2.50 AC)
LANDSCAPED AREA	45,648 (1.05 AC)
GROSS SF OF PROPERTY	155,623 (3.55 AC)
BUILDING SF (OFFICE)	2000 SF
REQUIRED PARKING (OFFICE)	5 (1/400 SF)
PARKING PROVIDED (OFFICE)	8
BUILDING SF (STORAGE)	47,050 SF
REQUIRED PARKING (STORAGE)	48 (1/1000 SF)
PARKING PROVIDED (STORAGE)	48

BUILDINGS	
CLIMATE	5
NON-CLIMATE	12
OFFICE	1

UNITS	
CLIMATE	200
NON-CLIMATE	120

MULTI-FAMILY	
HARD SURFACE AREA	374,413 SF (7.88 AC)
LANDSCAPED AREA	196,247 SF (4.5 AC)
GROSS SF OF PROPERTY	570,390 (13 AC)
TOTAL UNITS	276
REQUIRED PARKING	588 (MIN. 1/BR+ 2/UNIT)
PARKING PROVIDED	588

UNITS	
A-1 (1BR)	114
B-1 (2BR)	126
C-1 (3BR)	36

COMMERICAL	
HARD SURFACE AREA	417,523 SF (9.58 AC)
LANDSCAPED AREA	151,892 SF (3.48 AC)
GROSS SF OF PROPERTY	569,415 (13 AC)
TOTAL BUILDING SF	110,806 SF
REQUIRED PARKING	564 (1/200 SF)
PARKING PROVIDED	624

TDM
Tesch Development & Management Co., LLC
TESCH DEVELOPMENT
& MANAGEMENT CO., LLC
BOB TESCH, PRESIDENT
512-970-0530
Bob@TeschAssociates.com

SHERMAN HEIGHTS

SHERMAN, TEXAS

(68.1 ACRES)

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

Date: Dec 02, 2020, 5:17pm User ID: ocorrioe
File: W:\projects\701\05\05\v2.0 Design\2.4 Civil\2.4.4 Exhibits\201202 Zoning.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

FRONT ELEVATION-TYPICAL @ RETAIL BLDGS.

SIDE ELEVATIONS @ COURTYARD

ELEVATIONS AT RETAIL-SERVICE-OFFICE FLEX BUILDINGS

RBA ARCHITECTS
architecture, planning, interior design.
14135 HERTZ QUAIL SPRINGS PARKWAY
OKLAHOMA CITY, OK 73134
T. 405.842.6622 F. 405.842.6633

Tesch Development
& Management Co., LLC
Bob Tesch, President
(512)970-0530
Bob@TeschAssociates.com

PROJECT
SHERMAN HEIGHTS MIXED USE DEVELOPMENT
SHERMAN, TEXAS

DRAWING ISSUE	
DESCRIPTION	DATE
PRELIMINARY	
PERMIT SET	
BID SET	
BOARD BOOK - REVISED	
CONSTRUCTION SET	
REVISION	

PROJECT NUMBER

SHEET TITLE

SHEET NUMBER

TYPICAL FRONT ELEVATION

TYPICAL SIDE ELEVATION

RBA ARCHITECTS
architecture, planning, interior design
14918 HERTZ QUAIL SPRINGS PARKWAY
OKLAHOMA CITY, OK 73134
O: 405.840.0022 F: 405.840.0033

Tesch Development
& Management Co., LLC
Bob Tesch, President
(512)970-0530
Bob@TeschAssociates.com

PROJECT
SHERMAN HEIGHTS APRTMENTS
SHERMAN, TEXAS

DRAWING ISSUE	
DESCRIPTION	DATE
PRELIMINARY	
PERMIT SET	
BID SET	
REVISED DESIGN - REISSUED	
CONSTRUCTION SET	
REVISION	

PROJECT NUMBER

SHEET TITLE

SHEET NUMBER

THE CRAFTSMAN

THE COTTAGE

WRW Capital

THE MEADOWS AT SHERMAN

UNIT B1 - 980 S.F.

A3.1

THE FARMHOUSE

THE HILL COUNTRY

WRW Capital

THE MEADOWS AT SHERMAN

ISSUED: 10/31/2020

FLOOR NUMBER | UNIT A1 - 660 S.F.

SCALE: 3/16" = 1'-0"

A3.0

THE TRADITIONAL

THE CRAFTSMAN

WRW Capital

THE MEADOWS AT SHERMAN

ISSUED: 10/11/2019

UNIT C1 - 1,140 S.F.

SCALE: 3/16" = 1'-0"

A3.2

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

ARC STX Holdings, LLC
PO Box 451714
Laredo, TX 78045

Pape-Dawson Engineers
5810 Tennyson Parkway, Ste. 425
Plano, TX 75024

Robert Tesch
6950 TPC Drive, Ste. 110
McKinney, TX 75070

Pierce-Murray Land Solutions
800 Tallyho Cir
Tyler, TX 75703

Dear Applicants,

The request for a zone change from an R-A (Single-Family Agricultural) District and M-1 (Light Manufacturing) District to a C-1 (Retail Business) District located in the 2400-2700 blocks South FM 1417 (Heritage Parkway) 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way; parking ratios shall be determined by the use.
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9' x 20'.
5. A minimum 6' fence is required abutting residentially zoned property.
6. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
7. The site plan is conceptual in nature and a more detailed site plan must be submitted to and approved by the Planning and Zoning Commission before construction begins.
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

10. Platting of the subject properties will be required upon development.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 11.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

2400-2700 BLOCKS SOUTH FM 1417 (HERITAGE PARKWAY)

The request of ARC STX Holdings, LLC (Owners), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property in the 2400-2700 blocks of South FM 1417 (Heritage Parkway), as follows;

Planning and Zoning Commission

- **Tract 1** - Zone change under Ordinance No. 2280, Section 12, from an R-A (Single-Family Agricultural) District to a C-1 (Retail Business) District, being 46.339 aces in the Elizabeth Jones Survey, Abstract No. 625
- **Tract 2** - Zone change under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-1 (Retail Business) District, being 21.799 acres in the Elizabeth Jones Survey, Abstract No. 625.

Background:

The property is located in the 2400-2700 blocks of South FM 1417 (Heritage Parkway), the northwest corner of FM 1417 (Heritage Parkway) and O.B. Groner Road; across the highway from the new Sherman High School. A portion of the property (46.339 acres) is in the process of being annexed into the City Limits of Sherman and is scheduled for the December 7, 2020, City Council Meeting for adoption of the Ordinance. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. The uses being proposed are Commercial Retail, Multi-Family with two types (apartments and build to rent single-story units) and a self-storage facility.

Adjacent Zoning:

C-1 (Retail Business) District
M-1 (Light Manufacturing) District
Planned Development with Mixed Uses

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC, (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

3

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Annexation Request
Annexation Schedule
Narrative
Surveys
Overall Site Plan
Building Elevations Commercial
Building Elevations Apartments
Building Elevations Multi-Family
Staff Review Letter

SHERMAN HEIGHTS

ZONING APPLICATION

TESCH DEVELOPMENT & MANAGEMENT COMPANY, LLC

PROJECT LOCATION

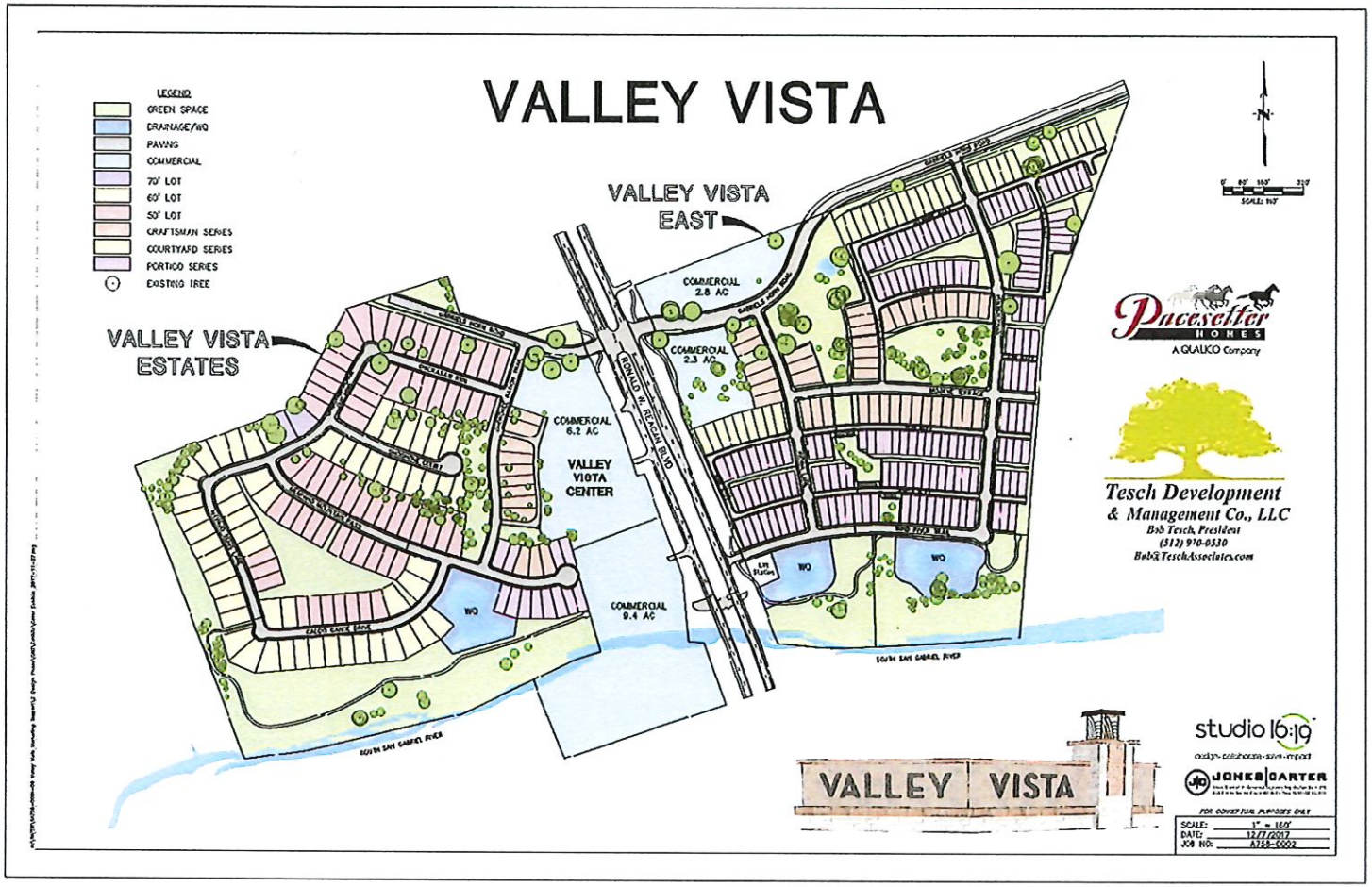
TDM: WHO WE ARE – WHAT WE DO

Tesch Development and Management Co.

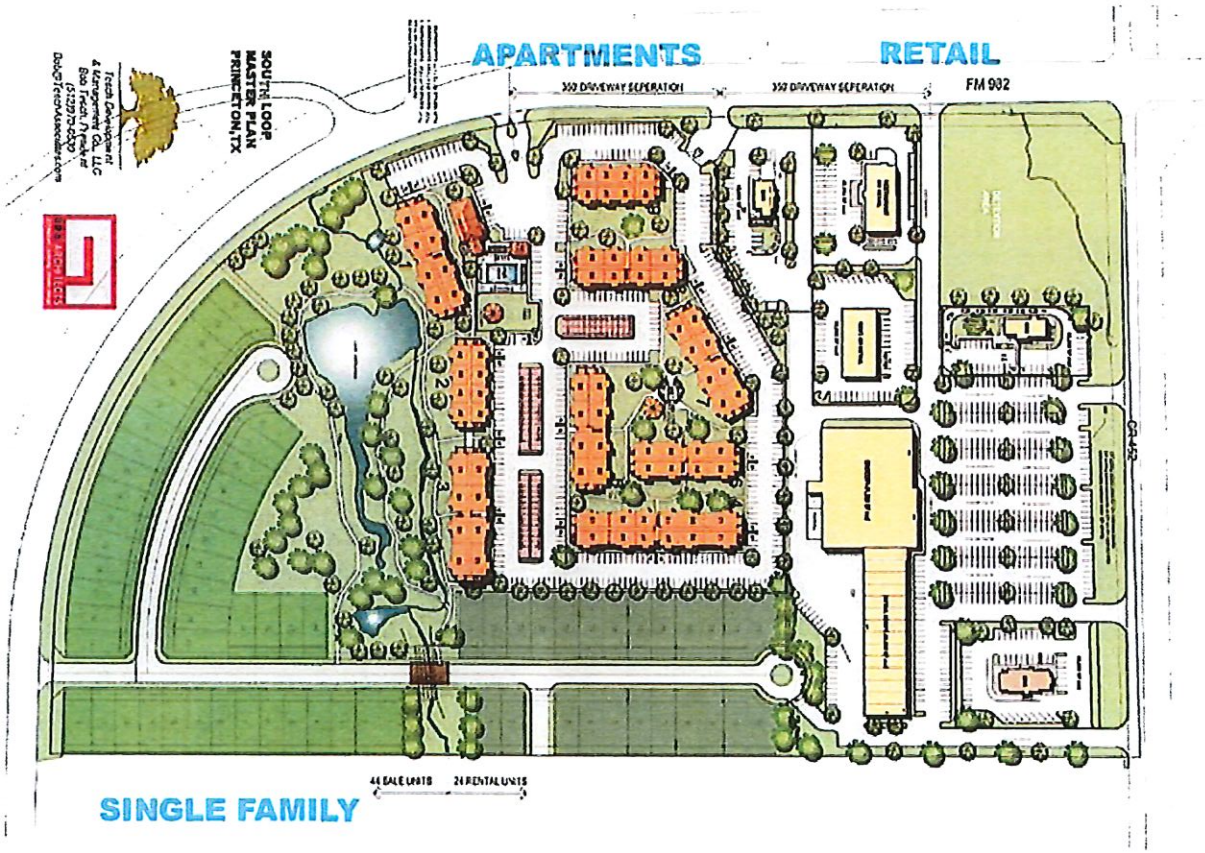
- 40+ years of experience Identifying, Planning, Entitling and Developing various mixed use sites in Houston, Austin, and DFW

TDM
Tesch Development & Management Co., LLC

Valley Vista



South Loop Center



Lavon Farms

OAKMONT BUSINESS PARK – CEDAR PARK, TX

REGIONAL SITE PLAN

MARKET STUDIES

ANALYSIS OF THE
MARKET FOR RENTAL HOUSING
FM 1417 SITE
SHERMAN, TEXAS

This Report was Prepared Especially For

TESCH DEVELOPMENT & MANAGEMENT CO., LLC.

By

STRATTON RESEARCH

August 2020

ANALYSIS OF THE MARKET FOR
A NEW SELF-STORAGE FACILITY
FM 1417 SITE
SHERMAN, TEXAS

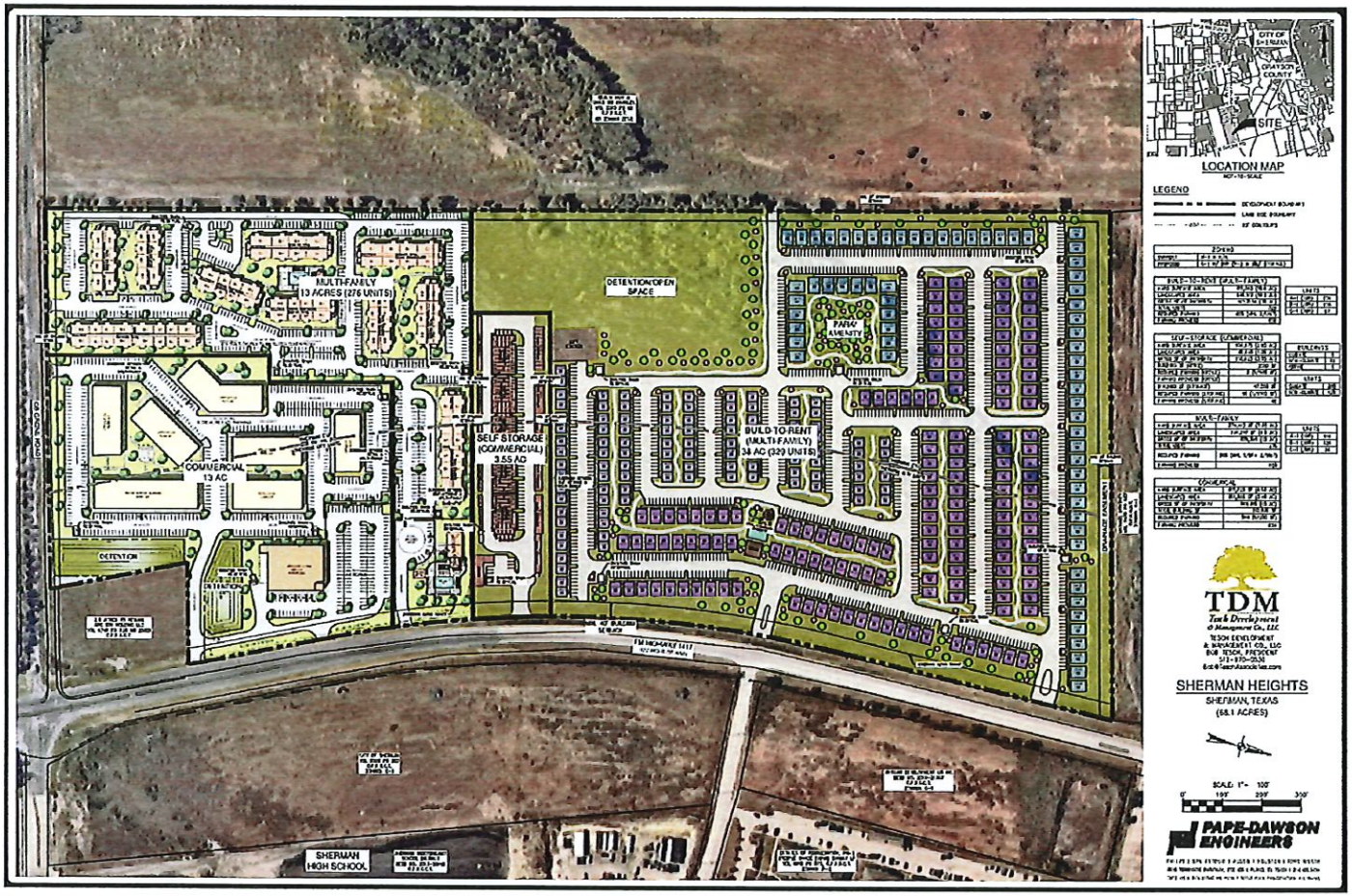
This Report was Prepared Especially For

TESCH DEVELOPMENT & MANAGEMENT CO., LLC.

By
STRATTON RESEARCH

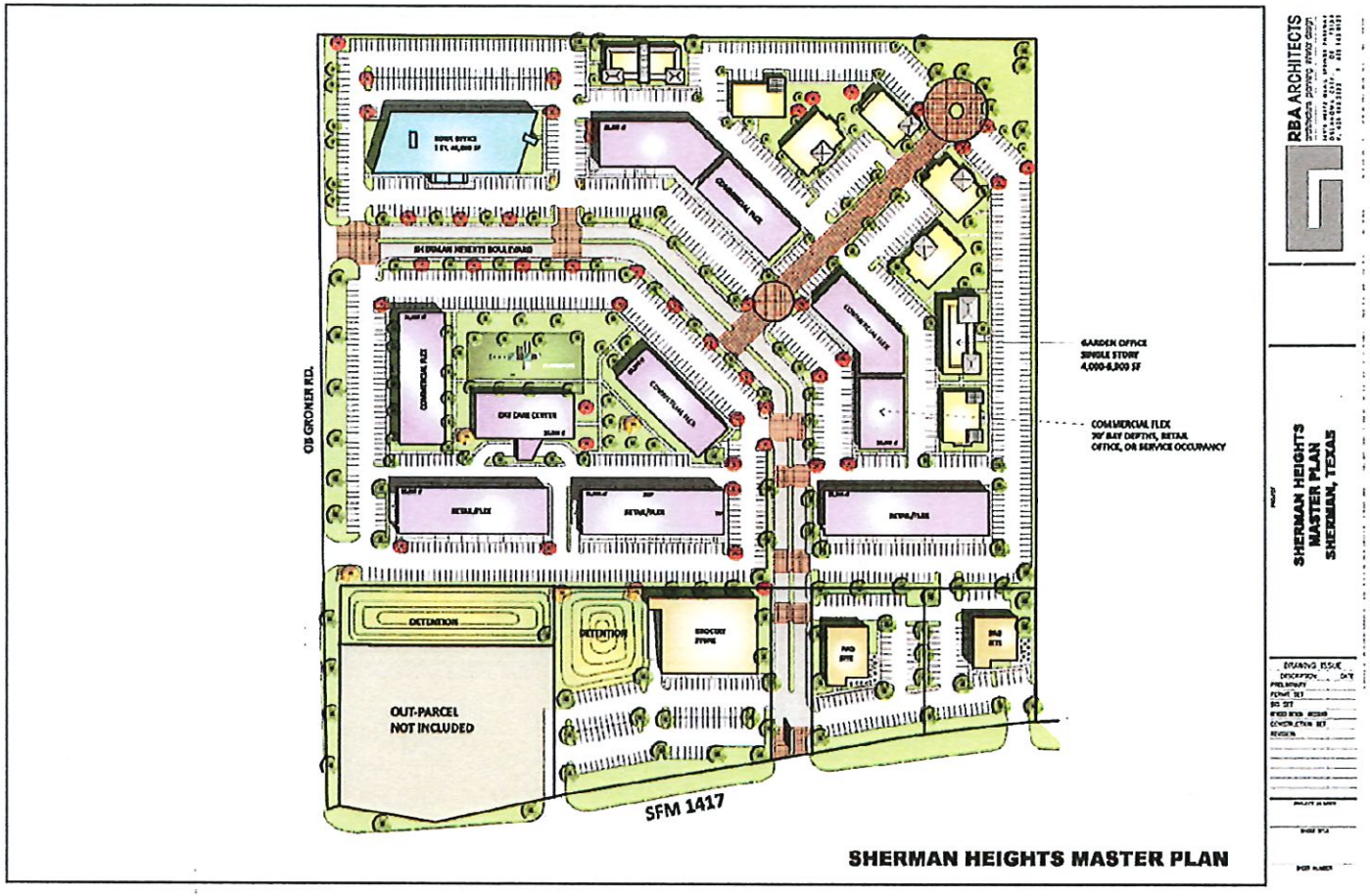
August 2020

SITE PLAN



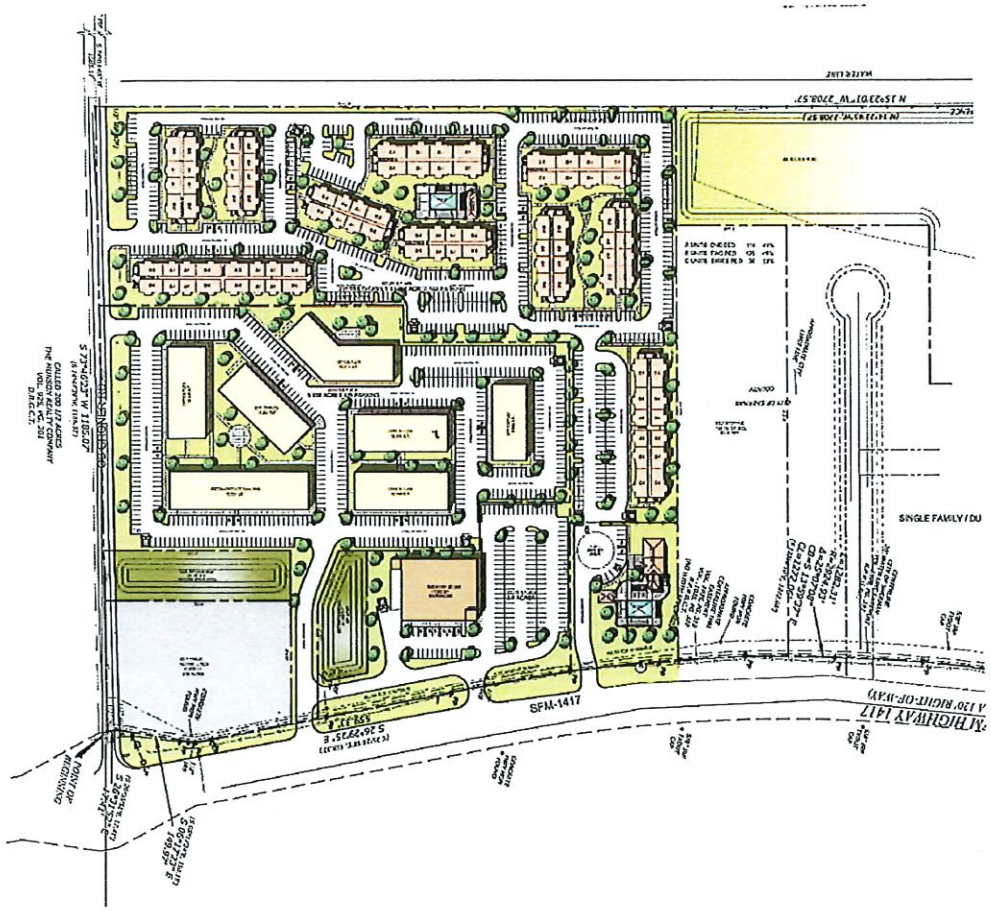
- STRONG DEMAND SHOWN FOR VARIETY OF RESIDENTIAL RENTAL INCLUDING TRADITIONAL APARTMENTS
- SELF-STORAGE
- COMMERCIAL: RETAIL/OFFICE

CORNER 28 ACRES – ALL COMMERCIAL



- STUDYING DEMAND FOR ALL COMMERCIAL

CORNER 28 ACRES – COMMERCIAL MULTI-FAMILY MIX



MIX OF COMMERCIAL AND MULTI-FAMILY

THANK YOU

BOB TESCH

TESCH DEVELOPMENT & MANAGEMENT COMPANY, LLC

WRW Capital

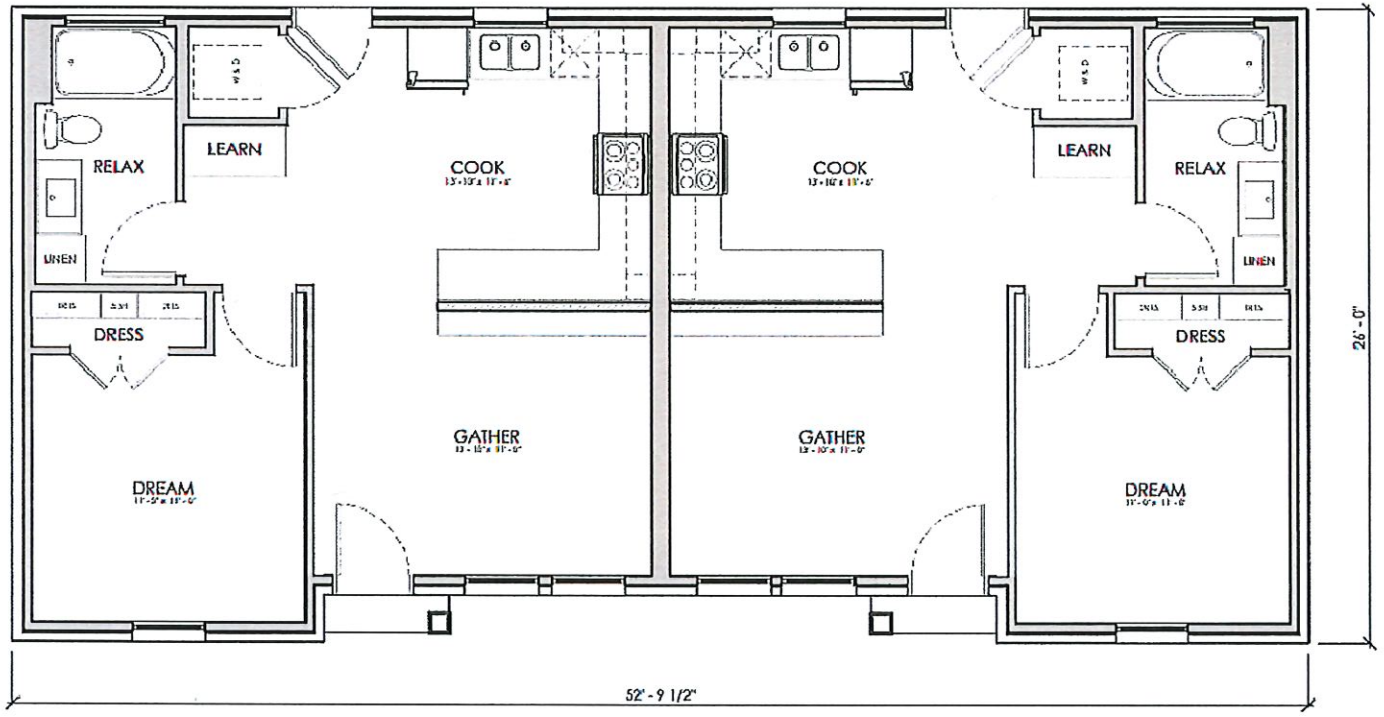
Real Estate Private Equity

The Meadows at Sherman – One Bed Elevations

THE FARMHOUSE

THE HILL COUNTRY

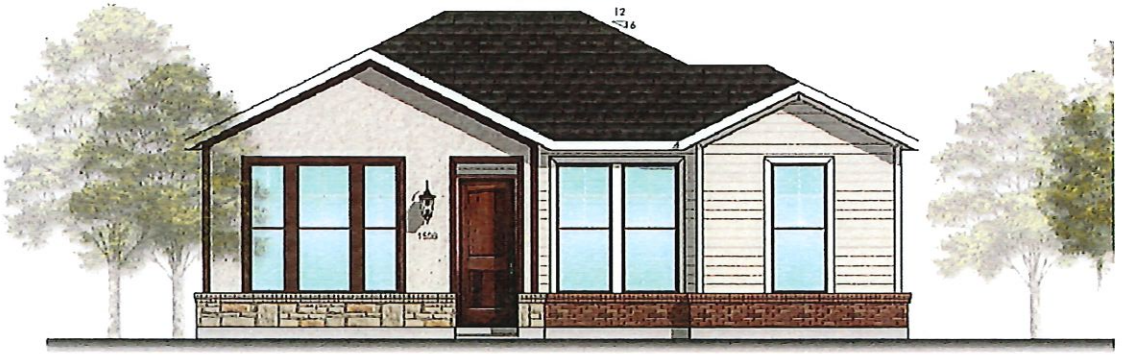
The Meadows at Sherman – One Bed Floorplan



A1 - ONE BEDROOM / ONE BATH

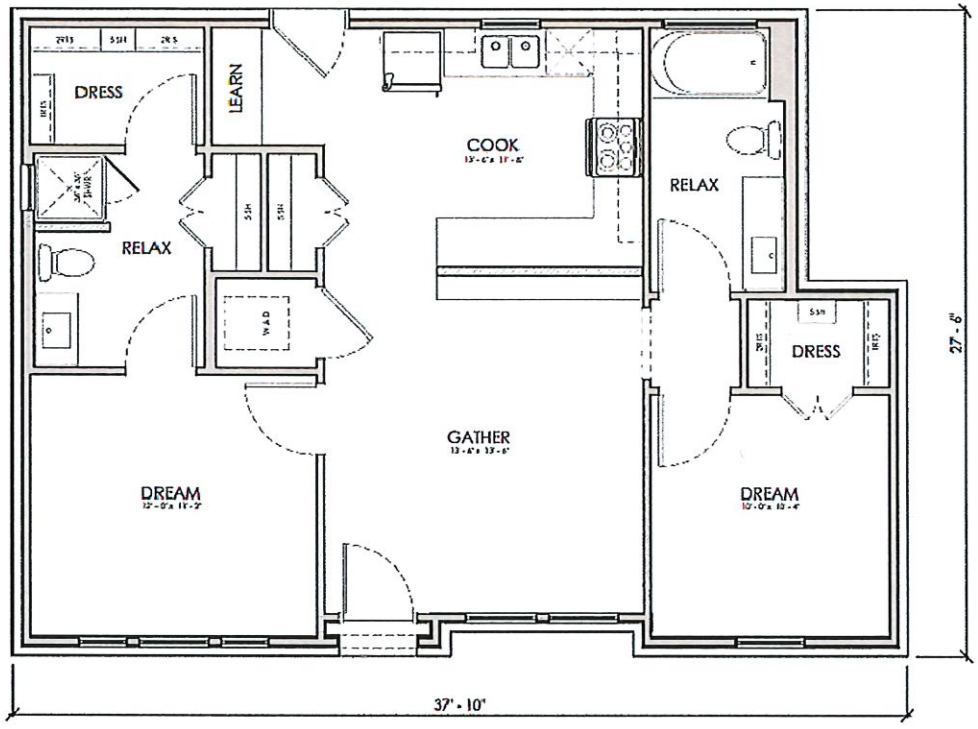
The Meadows at Sherman – Two Bed Elevations

THE CRAFTSMAN



THE COTTAGE

The Meadows at Sherman – Two Bed Floorplan



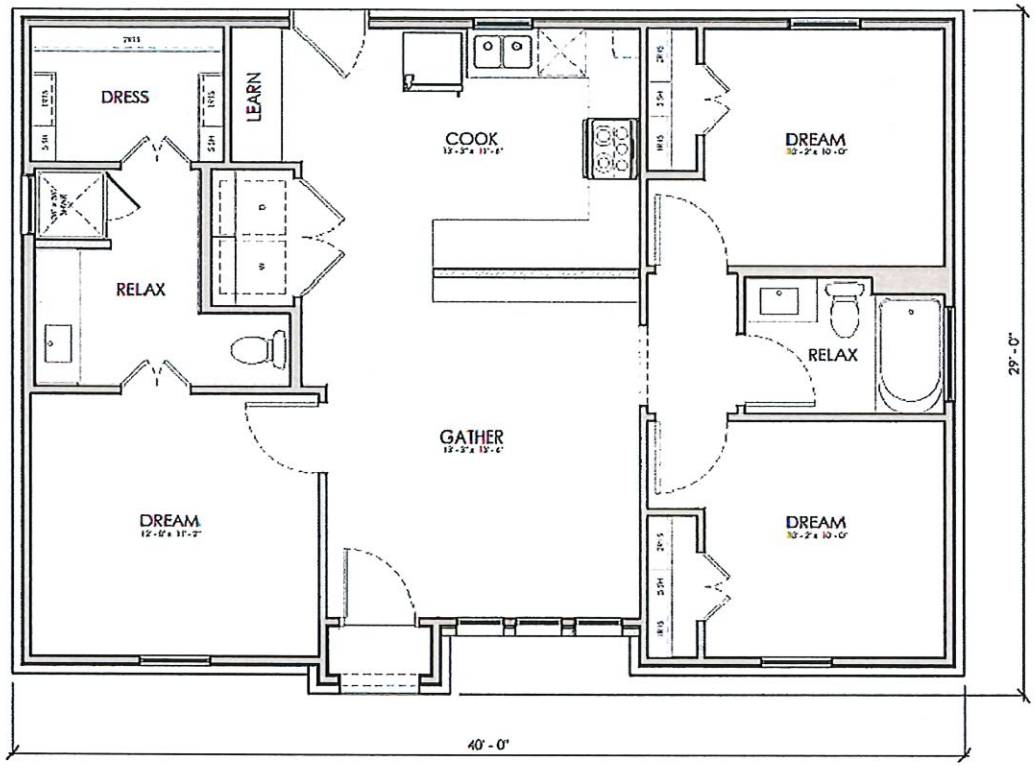
B1 - TWO BEDROOM / TWO BATH

The Meadows at Sherman – Three Bed Elevations

THE TRADITIONAL

THE CRAFTSMAN

The Meadows at Sherman – Three Bed Floorplan



C1 - THREE BEDROOM / TWO BATH

The Meadows at Sherman – Example Photos

The Meadows at Sherman – Example Photos

The Meadows at Sherman – Example Photos

Amenities

- Private outdoor yards and patios
- 9 – 10 foot ceilings
- Wood-grain flooring throughout
- In-unit washer and dryer
- Ceiling fans
- Luxurious kitchen finishes
  - Stainless steel appliances
  - Granite countertops
- Valet trash
- Smart Home Technology package
  - Includes high-speed internet
- Professional on-site management
  - 24/7 on call maintenance
- Elegant Clubhouse
- Resort-style pool
- Sunning deck with lounge chairs
- State-of-the-art fitness center
- Lush courtyards with pavilions & grilling stations
- Dedicated green spaces for hosting community events
- Complimentary & secure package service
- Dog washing stations

PET FRIENDLY

HEALTHY OPPORTUNITIES

ENVIRONMENTALLY CONSCIOUS

NEAR PUBLIC TRANSIT

SMOKE FREE

Build to Rent has made its way to DFW

Under Construction

- Celina, Texas – Avilla Fossil is currently under construction over 200 units at Light Farms
- Ft Worth, Texas – Avilla Fossil Creek is currently under construction on over 300 units
- Justin, Texas – Avilla Reserve is being built with plans for up to 227 units
- Arlington, Texas Avilla Lake Ridge is being built with 170 units

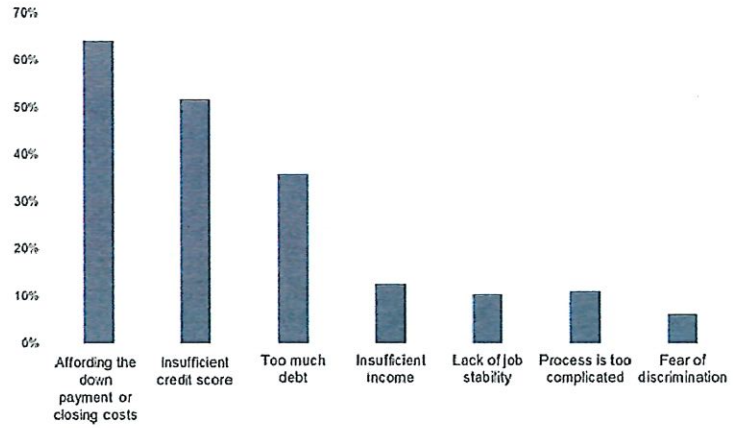
Completed

- Grand Prairie, Texas – Avilla Heritage is 140 units
- McKinney, Texas – Avilla Northside is 118 units
- Plano, Texas – Horizon at Premier was built with 122 units
- Allen, Texas - Springwood at Allen is being built with 92 units

Barriers to Home Ownership

- Hefty down payment
- High maintenance cost
- Tighter single-family mortgage lending standards
- High student debt
- Average age has increased from 26 to 32 in past 25 years

Figure 16: Barriers to Obtaining a Mortgage and Buying a Home [33]



N= 145
Universe: Respondents who were planning to buy a home in the next 5 years.

Build to Rent Communities

BFR housing is a growing segment in the residential rental market that involves developing small villas and duplexes within a large planned community

• Unlike typical single family homes, BFR homes are smaller (typically between 600 –1,200 sf) and communities are far more dense at roughly 11-12 units to the acre.

• Additionally, BFR developments have a different unit mix, mostly one and two bedrooms compared to traditional apartment buildings usually with two and three-bedroom units.

• BFR units have higher quality finishes, typically below high-end condos, but better than class A style apartments.

• Within the DFW market, BTR communities are achieving large rent premiums relative to the high-quality traditional apartment competition.

• Horizontal and vertical development of BTR communities is largely similar to traditional single-family home development.

WRW Capital - Co-Founder

William Hancock

Mr. Hancock accumulated over 10 years' experience in Commercial Real Estate across; Investment Banking, Structured Finance, Asset Management and Acquisitions prior to founding WRW Capital, a Real Estate Private Equity Firm in 2019.

He currently resides as Vice President in NorthMarq's Real Estate Banking Division where he focused on originating agency, balance sheet and bridge loans, secured by real estate. Prior to working at NorthMarq William was at Wellington, a Real Estate Investment firm, where he worked as an acquisitions and asset management associate performing both development and acquisitions along with asset management on multifamily, industrial, office and retail. Immediately prior to Wellington William was with Myan Management. In total William has developed in excess of 5,000 units of Multifamily and over 300,000 square feet of retail, and leased more than 1.2 Million square feet of office space. Apartment units and underwritten in excess of $15.0 billion in potential deals while placing over $3.0 billion of both debt and equity.

Mr. Hancock holds a BS from Texas A&M where he majored in Agriculture Leadership and Development with an emphasis on Economics.

TEXAS A&M UNIVERSITY.

NORTHMARQ

MYAN MANAGEMENT GROUP

WRW Capital – Co-Founder

Ramana Korada

Mr. Korada accumulated over 10 years' experience in investments across commercial real estate esp. in multifamily and retail, technology start-up, Asset and investment management.

He currently resides as managing partner/co-founder in Raven Multi Family where he focused on acquisitions, dispositions, day to day operations on asset management along with investor relations. Over the past 4 years, Raven Multifamily acquired 300 M worth of real estate with apartments and retail centers. He raised over 80 M private equity to purchase 3000 units of multifamily and to build couple of ground up properties. He has 15 years of IT experience working for fortune 500 companies like Westinghouse, Bank of America, Lockheed Martin, Dr. Pepper Snapple Group, ADP, Newell Rubbermaid etc. He is currently focused only in commercial real estate.

Mr. Korada holds a MS from University of Texas at El Paso where he majored in Electrical and Computer engineering.

WRW Capital – Co-Founder

Wes Love

Mr. Love has 14 years of experience in Single Family Home Building where he has held various executive and management roles for two of the largest home builders in the country.

As a General Manager for Sumitomo Forestry America, he developed and launched the National Purchasing Group that combined the purchasing power of their five US home building subsidiaries. At the same time, he has acted as the Director of Process Improvement for Gehan Homes, a subsidiary of Sumitomo Forestry America, where he runs the Product Design, Purchasing, Estimating, and Software Development groups. Prior to joining Sumitomo, he was an Area Controller for Pulte Homes of Texas.

Mr. Love holds an MBA from the University of Texas and a BS from the University of South Alabama, where he majored in Accounting.

SUMITOMO FORESTRY CO.,LTD.

GehanHOMES

WRW Capital

CONFIDENTIAL DISCLAIMER

This memorandum is being furnished to the recipient solely for the recipient's own limited use in considering whether to invest in any real estate opportunity. Any investment shall be pursuant to the terms of a confidential private placement memorandum, which will be furnished on a confidential basis to qualified investors for their consideration in connection with each such opportunity (the "Offering Documents").

Prospective investors should carefully review the Offering Documents and conduct their own thorough due diligence before considering an investment. All information and disclosures in the Offering Documents shall supersede information in this memorandum and any other information, written or oral, that has been provided with respect to any such investment opportunity. The material contained in this memorandum is directed only at qualified persons or entities in any jurisdiction where such access to information and its use is not contrary to applicable law or regulation.

The information contained herein is strictly confidential and may not be distributed to any other party other than the recipient hereof. By accepting this information, you agree to maintain the confidentiality of the information contained in this document.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 6.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6347

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow Multi-Family Apartments in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2610 South F.M. 1417 (Heritage Parkway), being 13.022 acres in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Issue:

To consider the request of ARC STX Holdings, LLC (Owner), Tesch Development & Management Co., LLC (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer), and Pierce-Murray Land Solutions (Surveyor) for the property located at 2610 South F.M. 1417 (Heritage Parkway), being 13.022 acres in the Elizabeth Jones Survey, Abstract No. 625 for a Specific Use Permit to allow Multi-Family Apartments in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District

Background:

The property is located at 2610 South F.M. 1417 (Heritage Parkway), the northwest corner of F.M. 1417 (Heritage Parkway) and O.B. Groner Road; across the highway from the new Sherman High School. A portion of the property (46.339 acres) was annexed into the City Limits of Sherman at the December 7, 2020 City Council Meeting. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and is located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. They are requesting a Specific Use Permit to allow Sherman Heights Apartments, which will include 114 one-bedroom units, 126 two-bedroom units, and 36 three-bedroom units for a total of 276 units. The complex will have ten buildings, five 28,185 square foot, one 25,707 square foot, one 56,472 square foot, two 36,336 square foot, one 46,995 square foot, a clubhouse and pool. Parking will be provided for 588 spaces.

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (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 Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6347
Exhibit A - Legal Description/Field Notes
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6347

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW MULTI-FAMILY APARTMENTS IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT ON PROPERTY LOCATED AT 2610 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 13.022 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ARC STX HOLDINGS, LLC, OWNER; TESCH DEVELOPMENT & MANAGEMENT CO., LLC, PROSPECTIVE BUYER; ROBERT TESCH, REPRESENTATIVE; PAPE-DAWSON ENGINEERS, CIVIL ENGINEER; AND PIERCE-MURRAY LAND SOLUTIONS, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; 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 Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the passage of this ordinance, ARC STX Holdings, LLC (Owner), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) and the property located at 2602 South FM 1417 (Heritage Parkway) and more particularly described in Exhibit A – Legal Description are granted a Specific Use Permit to allow Multi-Family Apartments in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the property described in **Exhibit A – Legal Description**:

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. No building shall exceed 45 feet in height unless an exception is granted.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Parking is permitted on paved surfaces only (concrete and asphalt); a parking space is considered to be 9'x20'.
6. Parking shall be provided for one space per bedroom, minimum two per unit; (588 parking spaces required).
7. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
8. The trash dumpster will need to be located inside the main building area and screened.
9. All finishes shall be masonry or masonry veneer unless an exception is approved.
10. An exception would need to be approved for any freestanding signs; only wall signs are allowed.
11. Any structures or signs built over any of the easements on the property will require approval from the City Council for an encroachment easement.
12. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
13. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
14. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
15. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
16. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

17. Platting of the subject property is required prior to development.
18. Additional Right of Way will be required upon platting.
19. Civil plans shall be submitted to City of Sherman Engineering Department for review and approval.
20. City sewer does not serve subject property. Extension of forced sewer main by developer is required.
21. Drive approach does not meet City and TxDOT standard. New drive approaches must meet City and TxDOT standards and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done within the public right of way.
22. Location of trash receptors must be approved by the Public Works Department.
23. Verification of adequate detention for proposed development shall be provided to City of Sherman Engineering Department for review and approval.
24. Detention and open spaces will be privately owned and maintained.

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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

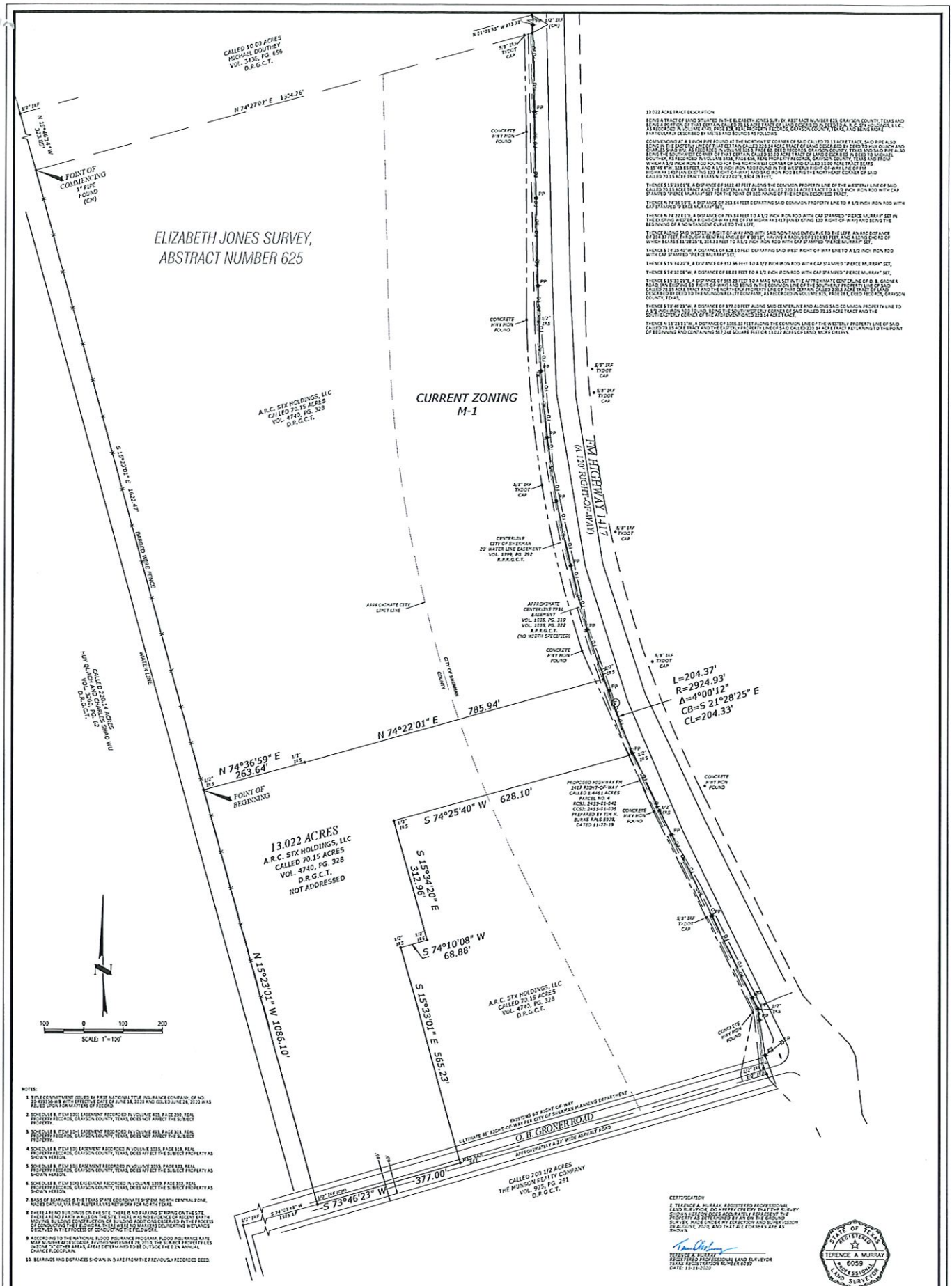
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
CITY ATTORNEY



13.022 ACRE TRACT DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 70.15 ACRE TRACT OF LAND DESCRIBED AS DEED TO A.R.C. STX HOLDINGS, LLC, AS RECORDED IN VOLUME 4740, PAGE 328, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1" PIPE FOUND AT THE NORTHWEST CORNER OF SAID CALLED 70.15 ACRE TRACT, SAID PIPE ALSO BEING IN THE EASTERLY LINE OF THAT CERTAIN CALLED 203 1/2 ACRE TRACT OF LAND DESCRIBED BY DEED TO HOY QUINCY AND CHARLES BOYD, ET AL RECORDED IN VOLUME 925, PAGE 261, DEED RECORDS, GRAYSON COUNTY, TEXAS AND SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 225.14 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHAEL DOUTHEY, ET AL RECORDED IN VOLUME 3436, PAGE 656, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS;

THENCE N 74°27'02" E, ALONG THE COMMON PROPERTY LINE OF SAID 70.15 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 225.14 ACRE TRACT, A DISTANCE OF 1324.26 FEET TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE N 15°46'58" W, A DISTANCE OF 20.00 FEET TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE N 74°27'02" E, A DISTANCE OF 1324.26 FEET TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (A 120' RIGHT-OF-WAY) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AND WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 204.37 FEET, THROUGH A CENTRAL ANGLE OF 4°00'12", HAVING A RADIUS OF 2924.93 FEET, AND A LONG CHORD OF WHICH BEARS S 21°28'25" E, 204.33 FEET TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74°25'40" W, A DISTANCE OF 628.10 FEET DEPARTING SAID WEST RIGHT-OF-WAY LINE TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 15°34'20" E, A DISTANCE OF 312.96 FEET TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74°10'08" W, A DISTANCE OF 68.88 FEET TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 15°33'01" E, A DISTANCE OF 565.23 FEET TO A MAG NAIL SET IN THE APPROXIMATE CENTERLINE OF O. B. GROVER ROAD FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" INCH IRON ROD FOUND IN THE COMMON LINE OF THE SOUTHERLY PROPERTY LINE OF SAID 70.15 ACRE TRACT AND THE NORTHERLY PROPERTY LINE OF THAT CERTAIN CALLED 10.00 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE MICHAEL DOUTHEY, ET AL RECORDED IN VOLUME 3436, PAGE 656, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS;

THENCE S 73°46'23" W, A DISTANCE OF 377.00 FEET ALONG SAID CENTERLINE AND ALONG SAID COMMON PROPERTY LINE TO A 1/2" INCH IRON ROD FOUND, BEING THE SOUTHWESTERLY CORNER OF SAID CALLED 70.15 ACRE TRACT AND THE SOUTHEASTERLY CORNER OF THE AFOREMENTIONED 203 1/2 ACRE TRACT;

THENCE N 15°23'01" W, A DISTANCE OF 1086.10 FEET ALONG THE COMMON LINE OF THE WESTERLY PROPERTY LINE OF SAID CALLED 70.15 ACRE TRACT AND THE EASTERLY PROPERTY LINE OF SAID CALLED 203 1/2 ACRE TRACT RETURNING TO THE POINT OF BEGINNING AND CONTAINING 567,248 SQUARE FEET OR 13.022 ACRES OF LAND, MORE OR LESS.

NOTES:

1. TITLE COMMITMENT ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 20-103536-AB WITH EFFECTIVE DATE OF JUNE 24, 2020 AND ISSUED JUNE 26, 2020 WAS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 10(E) EASEMENT RECORDED IN VOLUME 603, PAGE 290, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 10(F) EASEMENT RECORDED IN VOLUME 603, PAGE 301, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 10(I) EASEMENT RECORDED IN VOLUME 1235, PAGE 319, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 10(J) EASEMENT RECORDED IN VOLUME 1235, PAGE 322, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 10(K) EASEMENT RECORDED IN VOLUME 1279, PAGE 392, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM, VIA THE ALTERRA VRS NETWORK FOR NORTH TEXAS.
8. THERE ARE NO BUILDINGS ON THE SITE. THERE IS NO PAVING STRIPING ON THE SITE. THERE ARE NO PARTY WALLS ON THE SITE. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK OBSERVED ON THE SITE AT THE TIME OF SURVEY. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. THERE WERE NO OBSERVED MARKERS DELINEATING WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0435F, REVISED SEPTEMBER 26, 2012, THE SUBJECT PROPERTY LIES IN ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN () ARE FROM THE PREVIOUSLY RECORDED DEED.

CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS ACTUALLY PERFORMED BY ME OR UNDER MY SUPERVISION; THAT THE PROPERTY AS DETERMINED BY SAID SURVEY MAY INCLUDE ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD OR APPARENT FROM VISIBLE SITE INSPECTION; THAT THIS SURVEY WAS PERFORMED ON THE GROUND; THAT THE SURVEY WAS PERFORMED ON 11-11-2020; AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATE: 11-11-2020

STATE OF TEXAS
REGISTERED
TERENCE A. MURRAY
6059
PROFESSIONAL
LAND SURVEYOR

LEGEND

IRF	IRON ROD FOUND
IRS	1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
CM	CONTROLLING MONUMENT
⊙	GUYWIRE
◆ FP	POWER POLE
WV	WATER VALVE
T	TELEPHONE MANHOLE
⊙	PIPELINE MARKER
LP	LIGHT POLE

PAPE-DAWSON ENGINEERS

PIERCE-MURRAY LAND SOLUTIONS

A BOUNDARY SURVEY OF A
13.022 ACRE TRACT
SITUATED IN
THE ELIZABETH JONES SURVEY,
ABSTRACT NUMBER 625,
GRAYSON COUNTY, TEXAS

DRAWN BY: TAH CHECKED BY: CDP DATE: 11-11-2020 JOB NO. 2008-072 TBPELS NO. 10194437 FILE: 2008-072 SUR EX3

13.022 ACRE TRACT DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch pipe found at the northwest corner of said called 70.15 acre tract, said pipe also being in the easterly line of that certain called 220.14 acre tract of land described by deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Deed Records, Grayson County, Texas and said pipe also being the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet, and a 1/2 inch iron rod found in the westerly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way) and said iron rod being the northeast corner of said called 70.15 acre tract bears N 74°27'02"E, 1304.26 feet;

THENCE S 15°23'01"E, a distance of 1622.47 feet along the common property line of the westerly line of said called 70.15 acre tract and the easterly line of said called 220.14 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set for the POINT OF BEGINNING of the herein described tract;

THENCE N 74°36'59"E, a distance of 263.64 feet departing said common property line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE N 74°22'01"E, a distance of 785.94 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set in the existing westerly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way) and being the beginning of a non-tangent curve to the left;

THENCE along said westerly Right-of-Way and with said non-tangent curve to the left, an arc distance of 204.37 feet, through a central angle of 4°00'12", having a radius of 2924.93 feet, and a long chord of which bears S 21°28'25"E, 204.33 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 74°25'40"W, a distance of 628.10 feet departing said west Right-of-Way line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

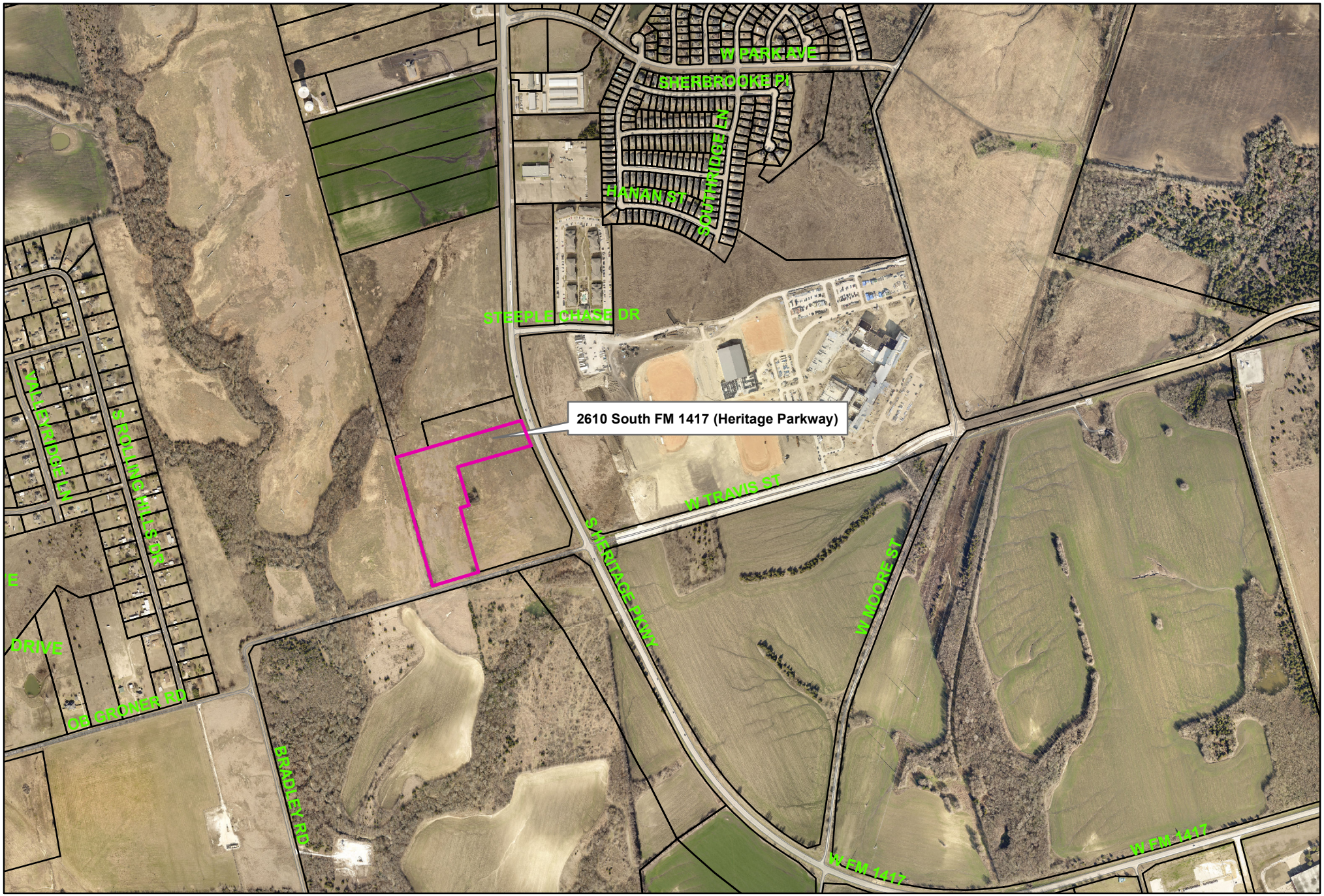
THENCE S 15°34'20"E, a distance of 312.96 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 74°10'08"W, a distance of 68.88 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 15°33'01"E, a distance of 565.23 feet to a Mag Nail set in the approximate centerline of O. B. Groner Road, (an existing 60' Right-of-Way) and being in the common line of the southerly property line of said called 70.15 acre tract and the northerly property line of that certain called 200.5 acre tract of land described by deed to The Munson Realty Company, as recorded in Volume 925, Page 261, Deed Records, Grayson County, Texas;

THENCE S 73°46'23"W, a distance of 377.00 feet along said centerline and along said common property line to a 1/2 inch iron rod found, being the southwesterly corner of said called 70.15 acre tract and the southeasterly corner of the aforementioned 220.14 acre tract;

THENCE N 15°23'01"W, a distance of 1086.10 feet along the common line of the westerly property line of said called 70.15 acre tract and the easterly property line of said called 220.14 acre tract returning to the Point of Beginning and containing 567,248 square feet or 13.022 acres of land, more or less.



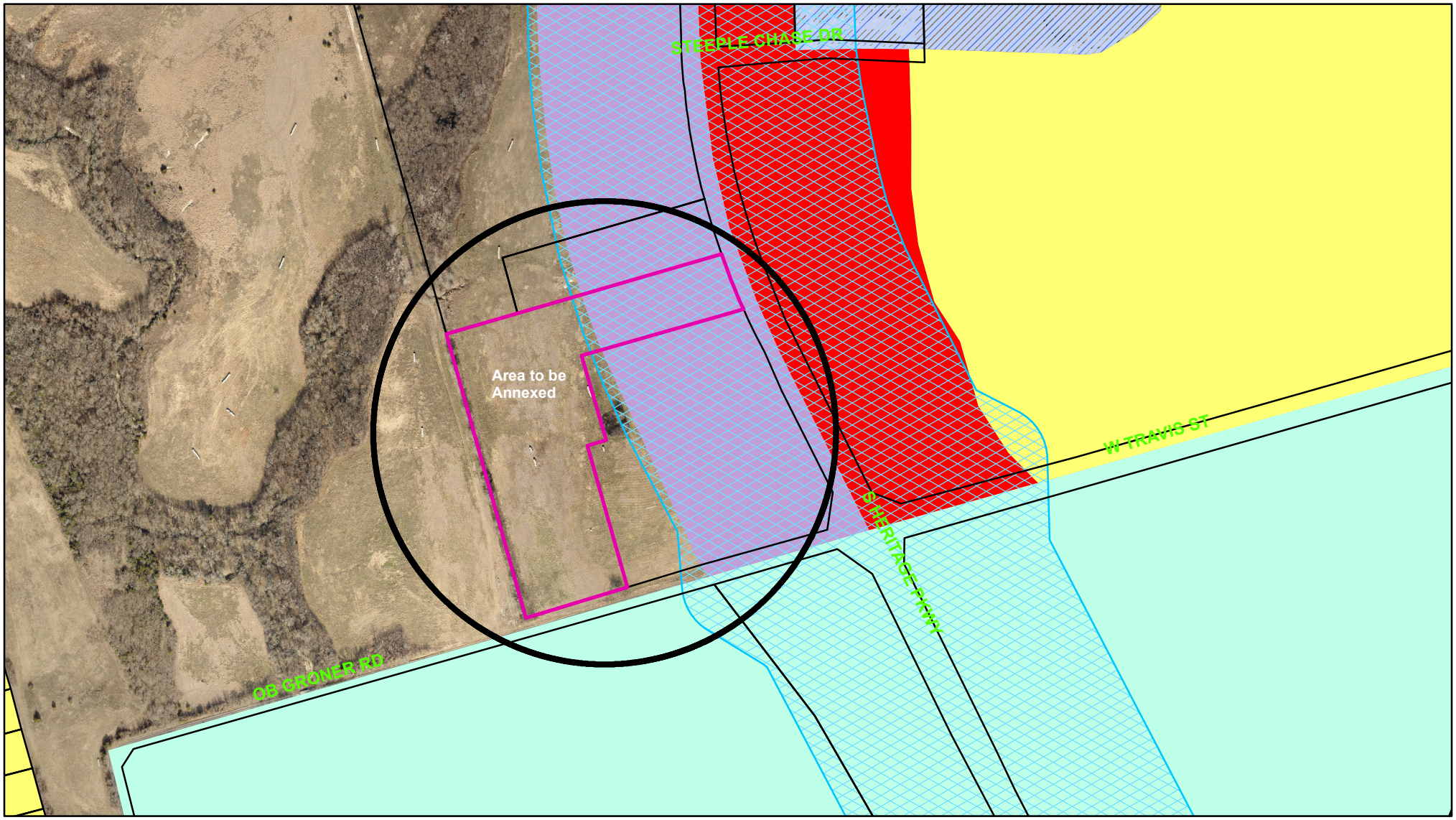
2610 South FM 1417 (Heritage Parkway)

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 1,000 ft



Zoning - 2610 South FM 1417 (Heritage Parkway)

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

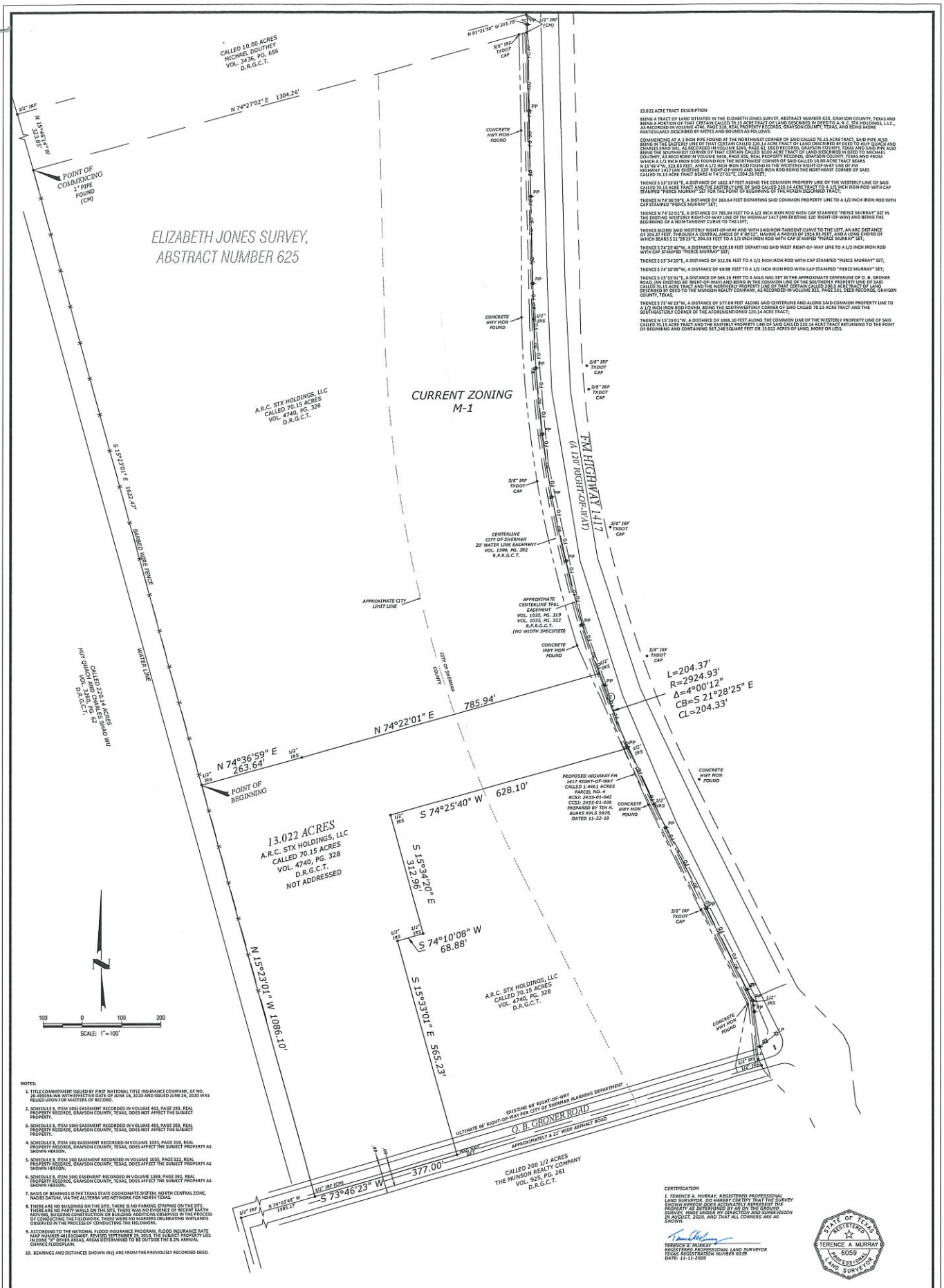
NOT TO SCALE

1 in = 500 ft

2400-2700 Blocks South FM 1417

(Heritage Parkway)

Nov 24, 2020 at 3:23 PM



13.022 ACRE TRACT DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 70.15 ACRE TRACT OF LAND DESCRIBED IN DEED TO A. R. C. STX HOLDINGS, L.L.C., AS RECORDED IN VOLUME 4740, PAGE 328, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1 INCH PIPE FOUND AT THE NORTHWEST CORNER OF SAID CALLED 70.15 ACRE TRACT, SAID PIPE ALSO BEING IN THE EASTERLY LINE OF THAT CERTAIN CALLED 220.14 ACRE TRACT OF LAND DESCRIBED BY DEED TO HUY QUACH AND CHARLIE SHAO WU AS RECORDED IN VOLUME 3260, PAGE 62, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS AND ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHAEL DOUTHEY, AS RECORDED IN VOLUME 3436, PAGE 656, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS AND FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 10.00 ACRE TRACT BEARS N 15°46'14"W, 323.85 FEET, AND A 1/2 INCH IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (AN EXISTING 120' RIGHT-OF-WAY) AND SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID CALLED 70.15 ACRE TRACT BEARS N 74°27'02"E, 1304.26 FEET;

THENCE S 15°23'01"E, A DISTANCE OF 1622.47 FEET ALONG THE COMMON PROPERTY LINE OF THE WESTERLY LINE OF SAID CALLED 70.15 ACRE TRACT AND THE EASTERLY LINE OF SAID CALLED 220.14 ACRE TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE N 74°36'59"E, A DISTANCE OF 263.64 FEET DEPARTING SAID COMMON PROPERTY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE N 74°22'01"E, A DISTANCE OF 785.94 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (AN EXISTING 120' RIGHT-OF-WAY) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AND WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 204.37 FEET, THROUGH A CENTRAL ANGLE OF 4°00'12", HAVING A RADIUS OF 2924.93 FEET, AND A LONG CHORD OF WHICH BEARS S 21°28'25"E, 204.33 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74°25'40"W, A DISTANCE OF 628.10 FEET DEPARTING SAID WEST RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 15°34'20"E, A DISTANCE OF 312.96 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74°10'08"W, A DISTANCE OF 68.88 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 15°33'01"E, A DISTANCE OF 565.23 FEET TO A MAG NAIL SET IN THE APPROXIMATE CENTERLINE OF O. B. GRONER ROAD, (AN EXISTING 60' RIGHT-OF-WAY) AND BEING IN THE COMMON LINE OF THE SOUTHERLY PROPERTY LINE OF SAID CALLED 70.15 ACRE TRACT AND THE NORTHERLY PROPERTY LINE OF THAT CERTAIN CALLED 200.5 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE MUNSON REALTY COMPANY, AS RECORDED IN VOLUME 925, PAGE 261, DEED RECORDS, GRAYSON COUNTY, TEXAS;

THENCE S 73°46'23"W, A DISTANCE OF 377.00 FEET ALONG SAID CENTERLINE AND ALONG SAID COMMON PROPERTY LINE TO A 1/2 INCH IRON ROD FOUND, BEING THE SOUTHWESTERLY CORNER OF SAID CALLED 70.15 ACRE TRACT AND THE SOUTHEASTERLY CORNER OF THE AFOREMENTIONED 220.14 ACRE TRACT;

THENCE N 15°23'01"W, A DISTANCE OF 1086.10 FEET ALONG THE COMMON LINE OF THE WESTERLY PROPERTY LINE OF SAID CALLED 70.15 ACRE TRACT AND THE EASTERLY PROPERTY LINE OF SAID CALLED 220.14 ACRE TRACT RETURNING TO THE POINT OF BEGINNING AND CONTAINING 567,248 SQUARE FEET OR 13.022 ACRES OF LAND, MORE OR LESS.

NOTES:

1. TITLE COMMITMENT ISSUED BY: FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 20-495556-WB WITH EFFECTIVE DATE OF JUNE 16, 2020 AND ISSUED JUNE 24, 2020 WAS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 19(E) EASEMENT RECORDED IN VOLUME 403, PAGE 280, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 19(H) EASEMENT RECORDED IN VOLUME 493, PAGE 369, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 19(I) EASEMENT RECORDED IN VOLUME 1035, PAGE 319, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 19(J) EASEMENT RECORDED IN VOLUME 1035, PAGE 322, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 19(K) EASEMENT RECORDED IN VOLUME 1390, PAGE 392, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM, VIA THE ALLTERRA VRS NETWORK FOR NORTH TEXAS.
8. THERE ARE NO BUILDINGS ON THE SITE. THERE IS NO PARKING STRIPING ON THE SITE. THERE ARE NO PARTY WALLS ON THE SITE. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. THERE WERE NO MARKERS DELINEATING WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0400F, REVISED SEPTEMBER 26, 2010, THE SUBJECT PROPERTY LIES IN ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN () ARE FROM THE PREVIOUSLY RECORDED DEED.

CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN AUGUST, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATE: 11-11-2020

STATE OF TEXAS
REGISTERED
TERENCE A MURRAY
6059
PROFESSIONAL
LAND SURVEYOR

LEGEND

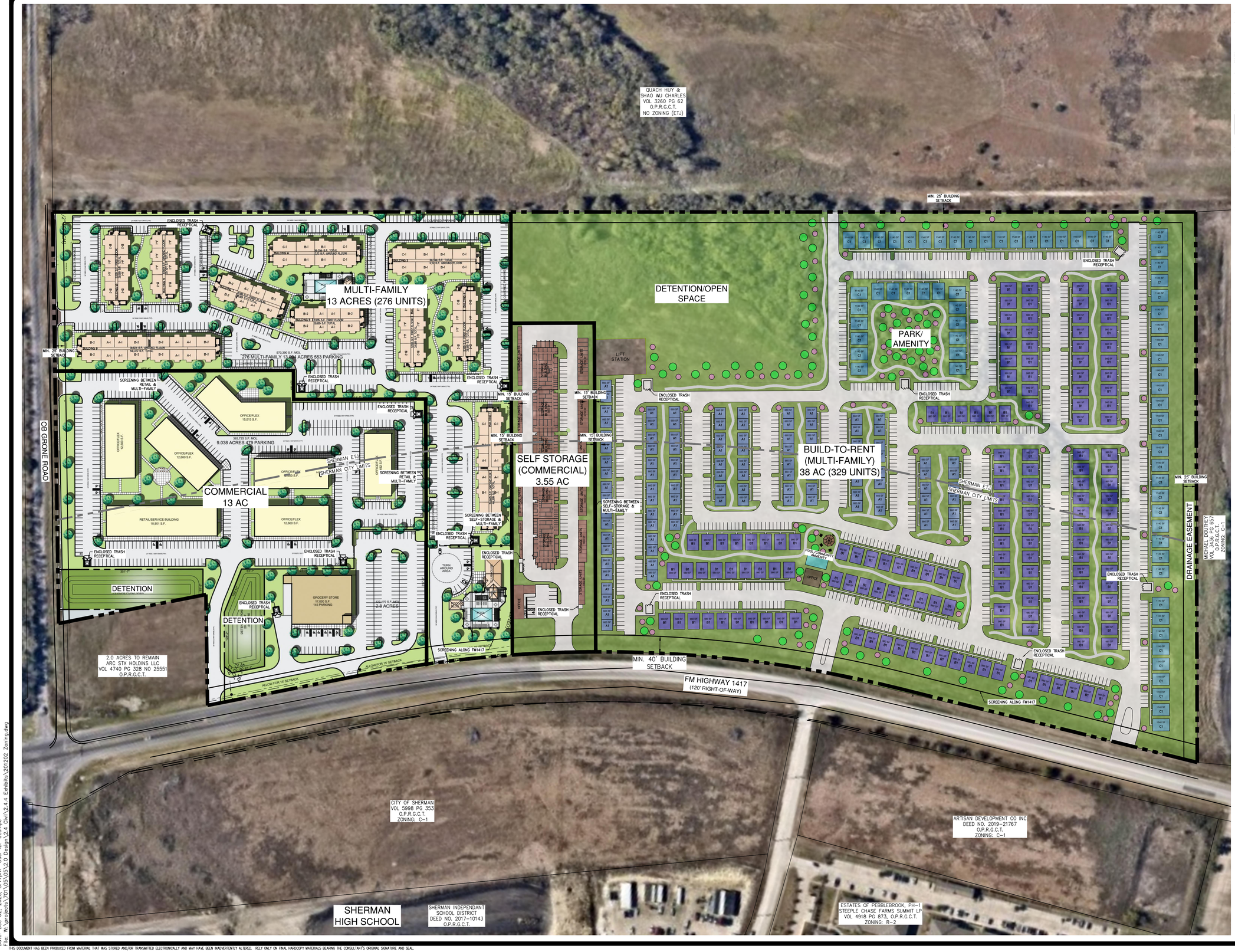
- IRF IRON ROD FOUND
- IRS 1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
- CM CONTROLLING MONUMENT
- GUYWIRE
- POWER POLE
- WATER VALVE
- TELEPHONE MANHOLE
- PIPELINE MARKER
- LIGHT POLE

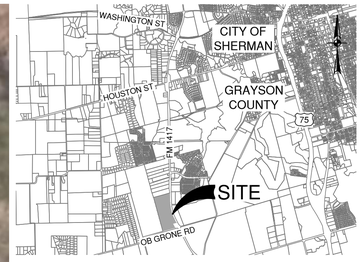
A BOUNDARY SURVEY OF A 13.022 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS

PAPE-DAWSON ENGINEERS

PIERCE-MURRAY LAND SOLUTIONS
Engineering & Surveying
819 TALLMO CIRCLE
TYLER, TEXAS 75703
(817) 229-3949
(903) 539-2259
TBPELS FIRM # 10194437 TBPLS FIRM # 10194437

DRAWN BY: TAH CHECKED BY: CDP DATE: 11-11-2020 JOB NO. 2008-072 TBPELS NO. 10194437 FILE: 2008-072 SUP BN3





LOCATION MAP

NOT-TO-SCALE

LEGEND

DEVELOPMENT BOUNDARY

LAND USE BOUNDARY

550 10' CONTOURS

ZONING	
CURRENT	M-1 & N/A
PROPOSED	C-1 W/ SUP (R-2 & SELF STORAGE)

BUILD-TO-RENT (MULTI-FAMILY)	
HARD SURFACE AREA	811,065 (18.6 AC)
LANDSCAPED AREA	846,119 (19.4 AC)
GROSS SF OF PROPERTY	165,7184 (38 AC)
TOTAL UNITS	329
REQUIRED PARKING	658 (MIN. 2/UNIT)
PARKING PROVIDED	850

UNITS	
A-1 (1BR)	104
B-1 (2BR)	158
C-1 (3BR)	67

SELF-STORAGE (COMMERCIAL)	
HARD SURFACE AREA	109,975 (2.50 AC)
LANDSCAPED AREA	45,648 (1.05 AC)
GROSS SF OF PROPERTY	155,623 (3.55 AC)
BUILDING SF (OFFICE)	2000 SF
REQUIRED PARKING (OFFICE)	5 (1/400 SF)
PARKING PROVIDED (OFFICE)	8
BUILDING SF (STORAGE)	47,050 SF
REQUIRED PARKING (STORAGE)	48 (1/1000 SF)
PARKING PROVIDED (STORAGE)	48

BUILDINGS	
CLIMATE	5
NON-CLIMATE	12
OFFICE	1

UNITS	
CLIMATE	200
NON-CLIMATE	120

MULTI-FAMILY	
HARD SURFACE AREA	374,413 SF (7.88 AC)
LANDSCAPED AREA	196,247 SF (4.5 AC)
GROSS SF OF PROPERTY	570,390 (13 AC)
TOTAL UNITS	276
REQUIRED PARKING	588 (MIN. 1/BR+ 2/UNIT)
PARKING PROVIDED	588

UNITS	
A-1 (1BR)	114
B-1 (2BR)	126
C-1 (3BR)	36

COMMERICAL	
HARD SURFACE AREA	417,523 SF (9.58 AC)
LANDSCAPED AREA	151,892 SF (3.48 AC)
GROSS SF OF PROPERTY	569,415 (13 AC)
TOTAL BUILDING SF	110,806 SF
REQUIRED PARKING	564 (1/200 SF)
PARKING PROVIDED	624

TDM
Tesch Development & Management Co., LLC
TESCH DEVELOPMENT
& MANAGEMENT CO., LLC
BOB TESCH, PRESIDENT
512-970-0530
Bob@TeschAssociates.com

SHERMAN HEIGHTS

SHERMAN, TEXAS

(68.1 ACRES)

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

Date: Dec 02, 2020, 5:17pm User ID: ocorrioe
File: W:\projects\701\05\05\v2.0 Design\2.4 Civil\2.4.4 Exhibits\201202 Zoning.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

TYPICAL FRONT ELEVATION

TYPICAL SIDE ELEVATION

RBA ARCHITECTS
architecture, planning, interior design
14918 HERTZ QUAIL SPRINGS PARKWAY
OKLAHOMA CITY, OK 73134
O: 405.840.0022 F: 405.840.0033

Tesch Development
& Management Co., LLC
Bob Tesch, President
(512)970-0530
Bob@TeschAssociates.com

PROJECT
SHERMAN HEIGHTS APRTMENTS
SHERMAN, TEXAS

DRAWING ISSUE	
DESCRIPTION	DATE
PRELIMINARY	
PERMIT SET	
BID SET	
REVISED DESIGN - REISSUED	
CONSTRUCTION SET	
REVISION	

PROJECT NUMBER

SHEET TITLE

SHEET NUMBER

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

ARC STX Holdings, LLC
PO Box 451714
Laredo, TX 78045

Pape-Dawson Engineers
5810 Tennyson Parkway, Ste. 425
Plano, TX 75024

Robert Tesch
6950 TPC Drive, Ste. 110
McKinney, TX 75070

Pierce-Murray Land Solutions
800 Tallyho Cir
Tyler, TX 75703

Dear Applicants,

The request for a Specific Use Permit to allow Sherman Heights Apartments in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District located at 2610 South FM 1417 (Heritage Parkway) 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. No building shall exceed 45 feet in height unless an exception is granted.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Parking is permitted on paved surfaces only (concrete and asphalt); a parking space is considered to be 9'x20'.
6. Parking shall be provided for one space per bedroom, minimum two per unit; (588 parking spaces required, site plan states 553 provided; an exception will need to be approved before construction begins).
7. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
8. The trash dumpster will need to be located inside the main building area and screened.
9. All finishes shall be masonry or masonry veneer unless an exception is approved.
10. An exception would need to be approved for any freestanding signs; only wall signs are allowed.
11. Any structures or signs built over any of the easements on the property will require approval from the City Council for an encroachment easement.
12. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.

13. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
14. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
15. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
16. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

17. Platting of the subject property is required prior to development.
18. Additional Right of Way will be required upon platting.
19. Civil plans shall be submitted to City of Sherman Engineering Department for review and approval.
20. City sewer does not serve subject property. Extension of forced sewer main by developer is required.
21. Drive approach does not meet City and TxDOT standard. New drive approaches must meet City and TxDOT standards and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done within the public right of way.
22. Location of trash receptors must be approved by the Public Works Department.
23. Verification of adequate detention for proposed development shall be provided to City of Sherman Engineering Department for review and approval.
24. Detention and open spaces will be privately owned and maintained.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 13.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

2610 SOUTH FM 1417 (HERITAGE PARKWAY)

The request of ARC STX Holdings, LLC (Owners), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property at 2610 South FM 1417 (Heritage Parkway), being 13.022 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows;

Planning and Zoning Commission

Specific Use Permit and conceptual site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Sherman Heights Apartments (276 units) in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District.

Background:

The property is located at 2610 South FM 1417 (Heritage Parkway), the northwest corner of FM 1417 (Heritage Parkway) and O.B. Groner Road; across the highway from the new Sherman High School. A portion of the property (46.339 acres) is in the process of being annexed into the City Limits of Sherman and is scheduled for the December 7, 2020, City Council Meeting for adoption of the Ordinance. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. The owners are requesting a Specific Use Permit to allow Sherman Heights Apartments, which will include 114 one-bedroom units, 126 two-bedroom units and 36 three-bedroom units for a total of 276 units. The complex will have ten buildings, (5) 28,185 square foot, (1) 25,707 square foot, (1) 56,472 square foot, (2) 36,336 square foot, (1) 46,995 square foot, a clubhouse and pool. Parking will be provided for 588 spaces.

Adjacent Zoning:

C-1 (Retail Business) District
M-1 (Light Manufacturing) District
Planned Development with Mixed Uses

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC, (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

3

Objections Received:

0

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6348

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Multi-Family Development (329 units) in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2500 South F.M. 1417 (Heritage Parkway), being 38.585 acres of land in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Issue:

To consider the request of ARC STX Holdings, LLC (Owner), Tesch Development & Management Co., LLC (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer), and Pierce-Murray Land Solutions (Surveyor) for the property located at 2500 South F.M. 1417 (Heritage Parkway), being 38.585 acres in the Elizabeth Jones Survey, Abstract No. 625 for a Specific Use Permit to allow a Multi-Family Development (329 units) in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District

Background:

The property is located at 2610 South F.M. 1417 (Heritage Parkway), the northwest corner of F.M. 1417 (Heritage Parkway) and O.B. Groner Road; across the highway from the new Sherman High School. A portion of the property (46.339 acres) was annexed into the City Limits of Sherman at the December 7, 2020 City Council Meeting. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and is located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. They are requesting a Specific Use Permit to allow a Multi-Family Development, 329 single-story buildings; 104 - one bedroom units, 158 - two bedroom units and 67 - three bedroom units. Parking will be provided for 850 spaces.

The project is a build to rent and is very similar to single-family homes where every rooftop is separate from itself with the exception of the one-bedroom units. Amenities include: private outdoor yards and patios, 9-10 foot ceilings, wood grain flooring throughout, in-unit washer and dryer, ceiling fans, luxurious kitchen finishes, valet trash, smart home technology, on-site management, 24/7 on call

maintenance, clubhouse, pool, fitness center, courtyards with pavilions, and grilling stations and green spaces. Every unit has a back yard, separate entrance on the front, and the rear yard is fenced. The goal of the project is to bring the affordability you get with traditional apartments without the same stigma attached to it. The project will operate similar to a multi-family. People can come and do a traditional lease; it gives them the affordability to not be a single-family. These will all be constructed in Certificate of Occupancy batches of twenty units at a time and go through that series of construction. It will have one owner and one tax parcel. The homes are slab construction with the same building standards as multi-family. There will be different elevations so it doesn't look like a barracks or like an apartment; every unit will have slight variations so they do not repeat each one. Water is master metered, trash receptacles, everything like a traditional multi-family development.

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (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 Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6348
Exhibit A - Legal Description
Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication
Handout

ORDINANCE NO. 6348

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MULTI-FAMILY DEVELOPMENT (329 UNITS) IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT ON PROPERTY LOCATED AT 2500 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 38.585 ACRES OF LAND IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ARC STX HOLDINGS, LLC, OWNER; TESCH DEVELOPMENT & MANAGEMENT CO., LLC, PROSPECTIVE BUYER; ROBERT TESCH, REPRESENTATIVE; PAPE-DAWSON ENGINEERS, CIVIL ENGINEER; AND PIERCE-MURRAY LAND SOLUTIONS, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; 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 Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the passage of this ordinance, ARC STX Holdings, LLC (Owner), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) and the property located at 2500 South FM 1417 (Heritage Parkway) and more particularly described in **Exhibit A – Legal Description** are granted a Specific Use Permit to allow a Multi-Family Development (329 units) in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on the property and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the property described in **Exhibit A – Legal Description**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking is permitted on paved surfaces only (concrete and asphalt).
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
6. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
7. The trash dumpster will need to be located inside the main building area and screened.
8. All finishes shall be masonry or masonry veneer unless an exception is approved.
9. Any structures built over any of the easements on the property will require City Council approval for an encroachment easement.
10. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

13. Platting of the subject property is required prior to development.
14. Additional Right of Way will be required upon platting.
15. Civil plans shall be submitted to City of Sherman Engineering Department for review and approval.
16. New drive approaches and sidewalks must conform to City and TxDOT standards 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.
17. City sewer does not serve subject property. Extension of forced sewer main by developer is required.

18. Location of trash receptors must be approved by the Public Works Department.
19. Drive approach into 38 acre multi-family must align with existing Steeplechase Drive.
20. Internal water and sewer lines will be privately owned and maintained.
21. Verification of adequate detention for proposed development shall be provided to City of Sherman Engineering Department for review and approval.
22. Detention and open spaces will be privately owned and maintained.

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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

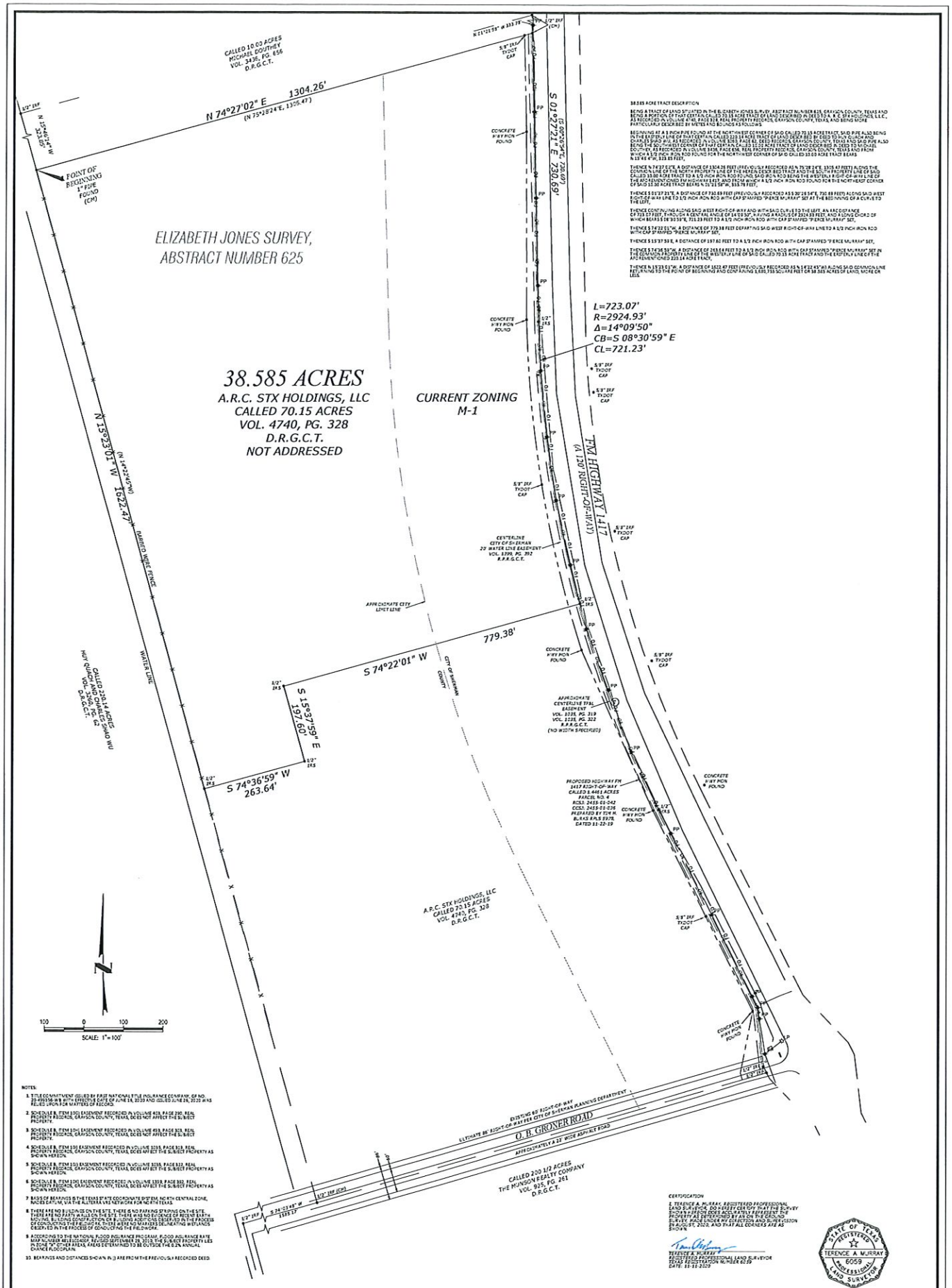
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
CITY ATTORNEY



NOTES:

1. TITLE COMMITMENT ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 20-4003-SM-IR WITH EFFECTIVE DATE OF JUNE 16, 2020 AND ISSUED JUNE 26, 2020 WAS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 10(I) EASEMENT RECORDED IN VOLUME 459, PAGE 290, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 10(J) EASEMENT RECORDED IN VOLUME 459, PAGE 293, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 10(K) EASEMENT RECORDED IN VOLUME 3095, PAGE 323, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 10(L) EASEMENT RECORDED IN VOLUME 3095, PAGE 322, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 10(M) EASEMENT RECORDED IN VOLUME 1238, PAGE 319, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM, VIA THE ALTERRA LSI NETWORK FOR NORTH TEXAS.
8. THERE ARE NO BUILDINGS ON THE SITE. THERE IS NO PARKING STRIPING ON THE SITE. THERE ARE NO PARKING SPACES ON THE SITE. THERE ARE NO SIGNS OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0430F, REVISED SEPTEMBER 26, 2008, THE SUBJECT PROPERTY LIES IN ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN ( ) ARE FROM THE PREVIOUSLY RECORDED DEED.

LEGEND

IRF	IRON ROD FOUND
IRS	1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
CM	CONTROLLING MONUMENT
GV	GUYWIRE
PP	POWER POLE
WV	WATER VALVE
T	TELEPHONE MANHOLE
PM	PIPELINE MARKER
LP	LIGHT POLE

CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY ME ON THE GROUND SURVEY PACE UNDER MY DIRECTION AND SUPERVISION IN AUGUST, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 6069
DATE: 11-11-2020

STATE OF TEXAS
REGISTERED
TERENCE A. MURRAY
6069
PROFESSIONAL
LAND SURVEYOR

PAPE-DAWSON ENGINEERS

PIERCE-MURRAY LAND SOLUTIONS

multi family

DRAWN BY: TAM CHECKED BY: CDP DATE: 11-11-2020 JOB NO. 2008-072 TBPELS NO. 10194437 FILE: 2008-072 SURVEY.DWG

A BOUNDARY SURVEY OF A 38.585 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS

38.585 ACRE TRACT DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch pipe found at the northwest corner of said called 70.15 acre tract, said pipe also being in the easterly line of that certain called 220.14 acre tract of land described by deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Deed Records, Grayson County, Texas and said pipe also being the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet;

THENCE N 74°27'02"E, a distance of 1304.26 feet (previously recorded as N 75°28'24"E, 1305.47 feet) along the common line of the north property line of the herein described tract and the south property line of said called 10.00 acre tract to a 1/2 inch iron rod found, said iron rod being the westerly Right-of-Way line of the aforementioned FM Highway 1417, and from which a 1/2 inch iron rod found for the northeast corner of said 10.00 acre tract bears N 01°21'58"W, 333.78 feet;

THENCE S 01°27'21"E, a distance of 730.69 feet (previously recorded as S 00°26'54"E, 730.69 feet) along said west Right-of-Way line to 1/2 inch iron rod with cap stamped "Pierce Murray" set at the beginning of a curve to the left;

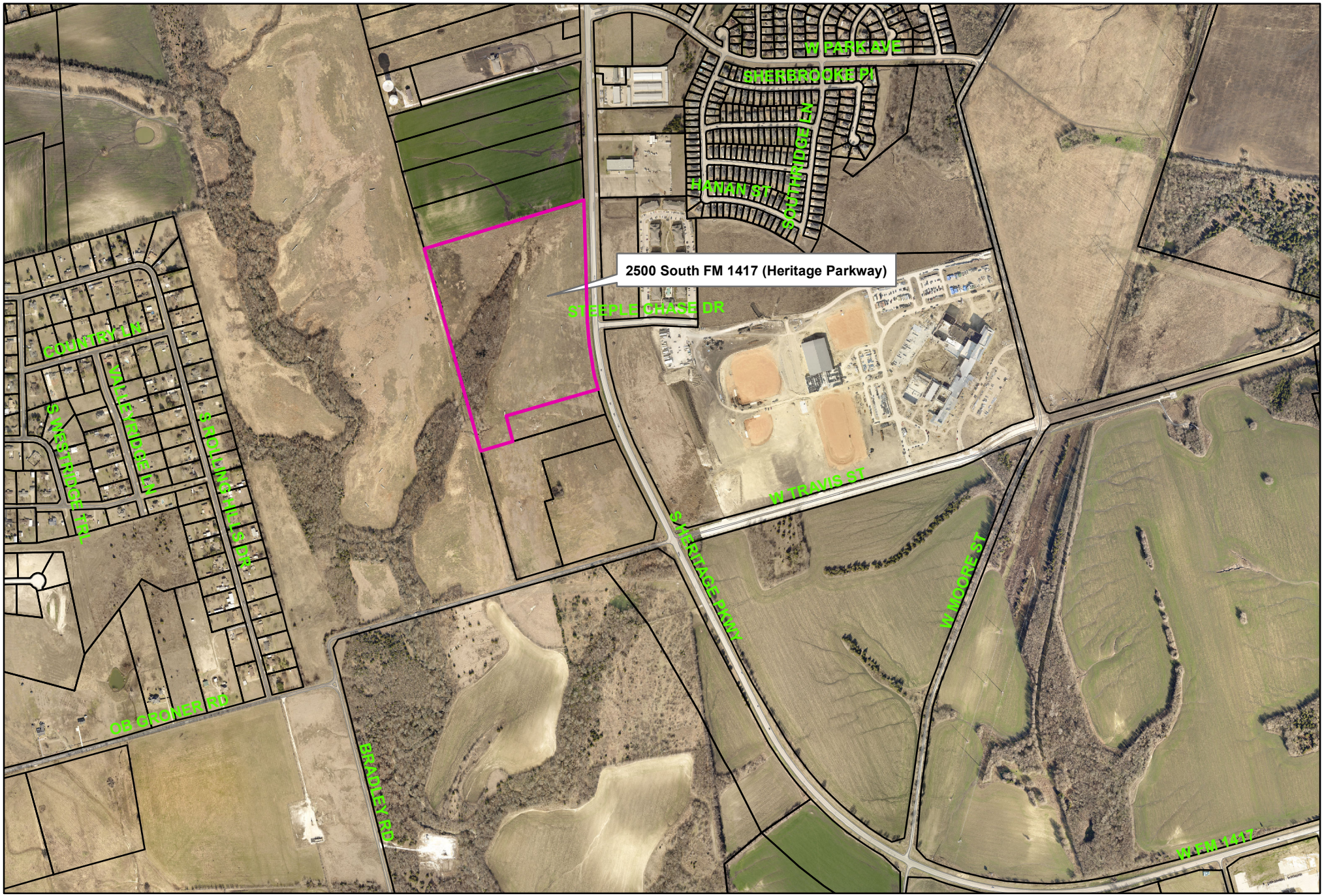
THENCE continuing along said west Right-of-Way and with said curve to the left, an arc distance of 723.07 feet, through a central angle of 14°09'50", having a radius of 2924.93 feet, and a long chord of which bears S 08°30'59"E, 721.23 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 74°22'01"W, a distance of 779.38 feet departing said west Right-of-Way line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 15°37'59'E, a distance of 197.60 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 74°36'59"W, a distance of 263.64 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set in the common property line of the westerly line of said called 70.15 acre tract and the easterly line of the aforementioned 220.14 acre tract;

THENCE N 15°23'01"W, a distance of 1622.47 feet (previously recorded as N 14°22'45"W) along said common line returning to the Point of Beginning and containing 1,680,755 square feet or 38.585 acres of land, more or less.



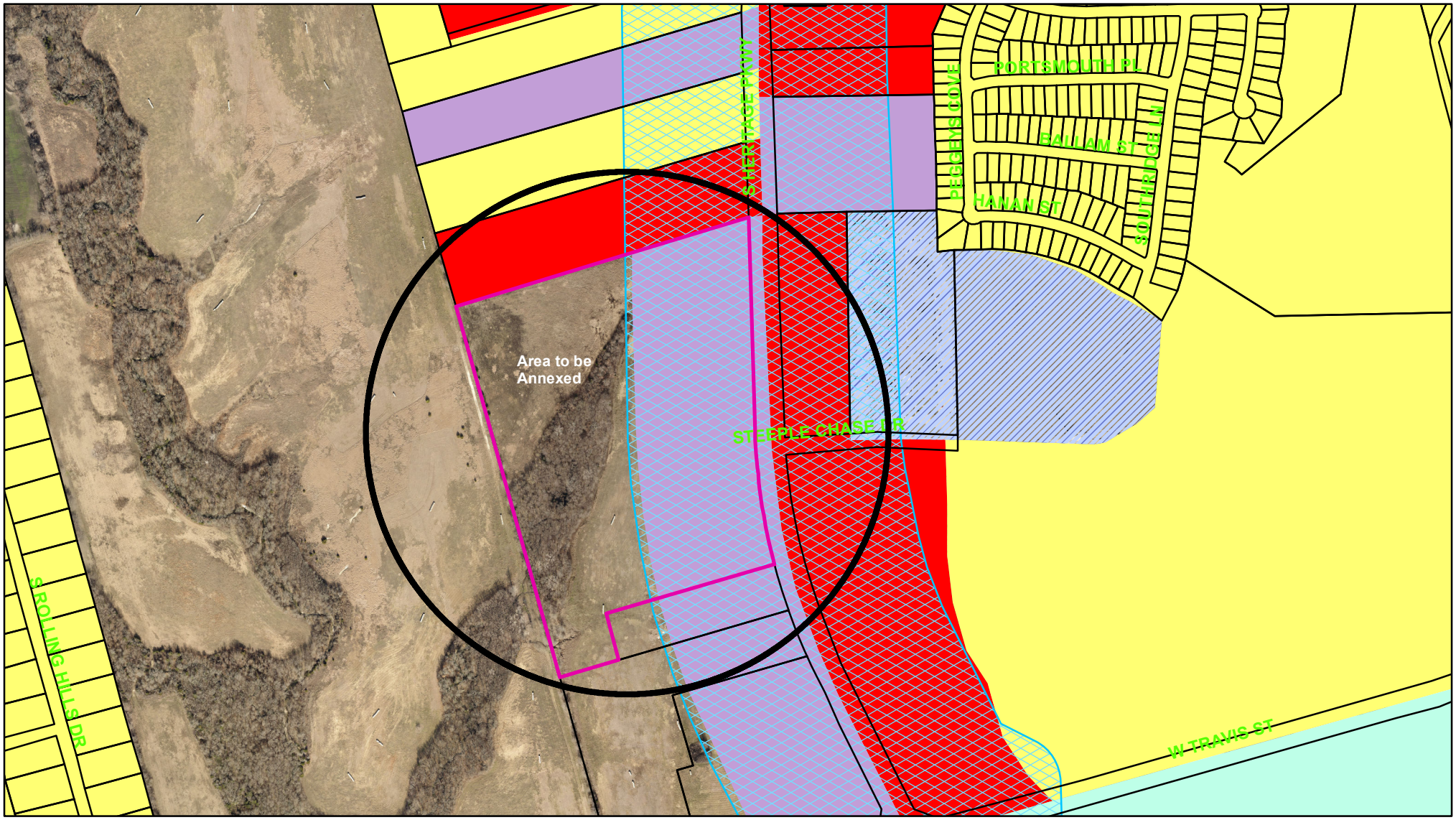
2500 South FM 1417 (Heritage Parkway)

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 1,000 ft



Zoning - 2500 South FM 1417 (Heritage Parkway)

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

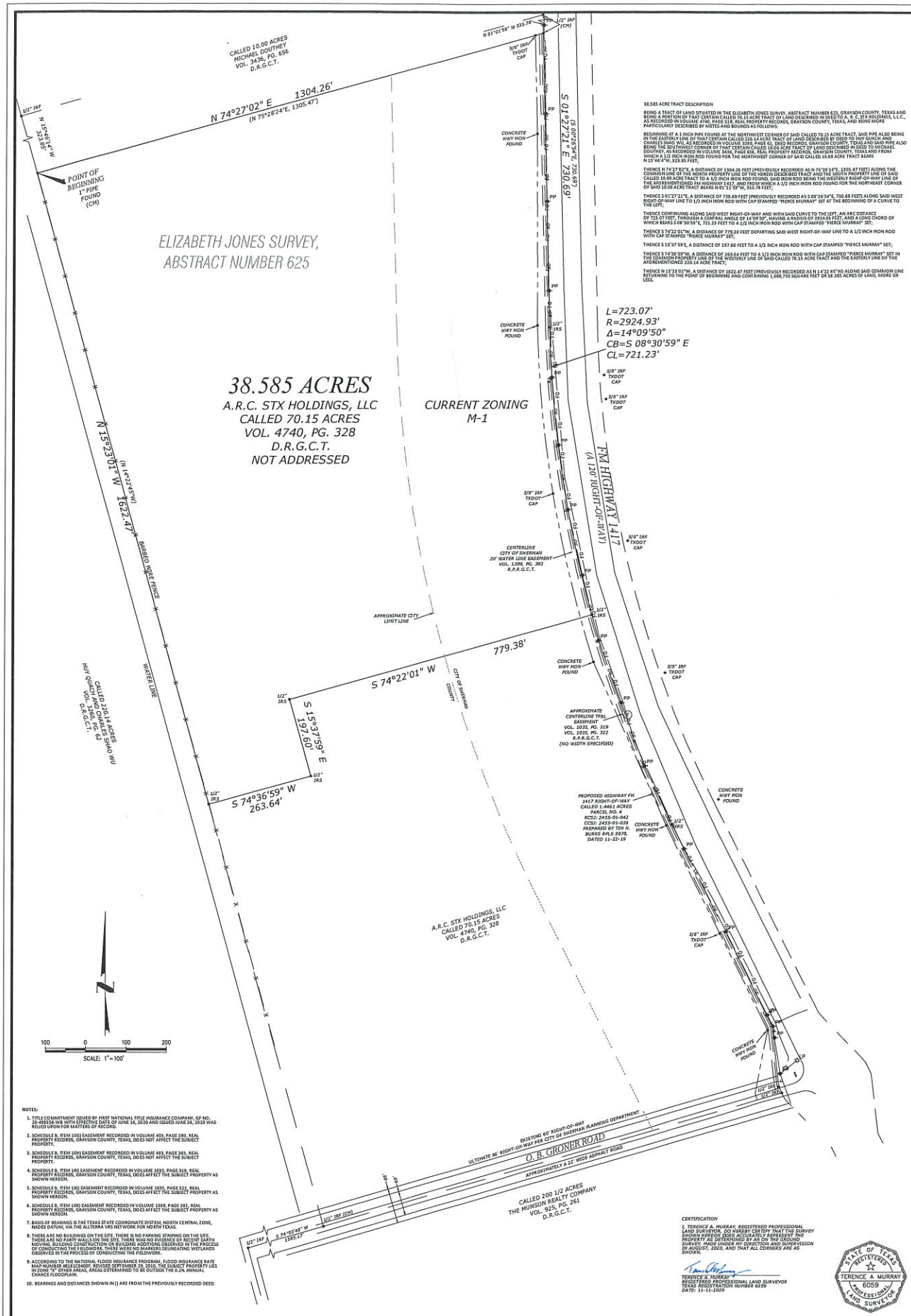
NOT TO SCALE

1 in = 600 ft

2400-2700 Blocks South FM 1417

(Heritage Parkway)

Nov 24, 2020 at 3:23 PM



38.585 ACRE TRACT DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 70.15 ACRE TRACT OF LAND DESCRIBED IN DEED TO A. R. C. STX HOLDINGS, L.L.C., AS RECORDED IN VOLUME 4740, PAGE 328, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH PIPE FOUND AT THE NORTHWEST CORNER OF SAID CALLED 70.15 ACRE TRACT, SAID PIPE ALSO BEING IN THE EASTERLY LINE OF THAT CERTAIN CALLED 220.14 ACRE TRACT OF LAND DESCRIBED BY DEED TO HUY QUACH AND CHARLES SHAO WU, AS RECORDED IN VOLUME 3265, PAGE 62, DEED RECORDS, GRAYSON COUNTY, TEXAS AND SAID PIPE ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHAEL DOUTHEY, AS RECORDED IN VOLUME 3436, PAGE 656, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS AND FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 10.00 ACRE TRACT BEARS N 15°46'16" W, 325.85 FEET;

THENCE N 74°27'02"E, A DISTANCE OF 1304.26 FEET (PREVIOUSLY RECORDED AS N 75°28'24"E, 1305.47 FEET) ALONG THE COMMON LINE OF THE NORTH PROPERTY LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTH PROPERTY LINE OF SAID CALLED 10.00 ACRE TRACT TO A 1/2 INCH IRON ROD FOUND, SAID IRON ROD BEING THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED FM HIGHWAY 1417, AND FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT BEARS N 01°21'58"W, 333.78 FEET;

THENCE S 01°27'21"E, A DISTANCE OF 730.69 FEET (PREVIOUSLY RECORDED AS S 00°26'34"E, 730.69 FEET) ALONG SAID WEST RIGHT-OF-WAY LINE TO 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY AND WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 723.07 FEET, THROUGH A CENTRAL ANGLE OF 14°09'50", HAVING A RADIUS OF 2924.93 FEET, AND A LONG CHORD OF WHICH BEARS S 08°30'59"E, 721.23 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74°22'01"W, A DISTANCE OF 779.38 FEET DEPARTING SAID WEST RIGHT-OF-WAY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 15°37'59"E, A DISTANCE OF 197.60 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74°36'59"W, A DISTANCE OF 263.64 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET IN THE COMMON PROPERTY LINE OF THE WESTERLY LINE OF SAID CALLED 70.15 ACRE TRACT AND THE EASTERLY LINE OF THE AFOREMENTIONED 220.14 ACRE TRACT;

THENCE N 15°23'01"W, A DISTANCE OF 1622.47 FEET (PREVIOUSLY RECORDED AS N 14°22'15"W) ALONG SAID COMMON LINE RETURNING TO THE POINT OF BEGINNING AND CONTAINING 1,680,755 SQUARE FEET OR 38.585 ACRES OF LAND, MORE OR LESS.

NOTES:

1. TITLE COMMITMENT ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 20-459336-WB WITH EFFECTIVE DATE OF JUNE 18, 2020 AND ISSUED JUNE 26, 2020 WAS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 10(E) EASEMENT RECORDED IN VOLUME 403, PAGE 280, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 10(H) EASEMENT RECORDED IN VOLUME 403, PAGE 303, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 10(I) EASEMENT RECORDED IN VOLUME 1035, PAGE 319, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 10(I) EASEMENT RECORDED IN VOLUME 1035, PAGE 322, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 10(K) EASEMENT RECORDED IN VOLUME 1399, PAGE 392, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM, VIA THE ALLTERRA VRS NETWORK FOR NORTH TEXAS.
8. THERE ARE NO BUILDINGS ON THE SITE. THERE IS NO PARKING STRIPING ON THE SITE. THERE ARE NO PARTY WALLS ON THE SITE. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. THERE WERE NO MARKERS DELINEATING WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0405F, REVISED SEPTEMBER 26, 2010, THE SUBJECT PROPERTY LIES IN ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN () ARE FROM THE PREVIOUSLY RECORDED DEED.

CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN AUGUST, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATE: 11-11-2020

STATE OF TEXAS
REGISTERED
TERENCE A MURRAY
6059
PROFESSIONAL
LAND SURVEYOR

LEGEND

IRF	IRON ROD FOUND
IRS	1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
CM	CONTROLLING MONUMENT
GUY	GUYWIRE
PP	POWER POLE
WV	WATER VALVE
T	TELEPHONE MANHOLE
PLP	PIPELINE MARKER
LP	LIGHT POLE

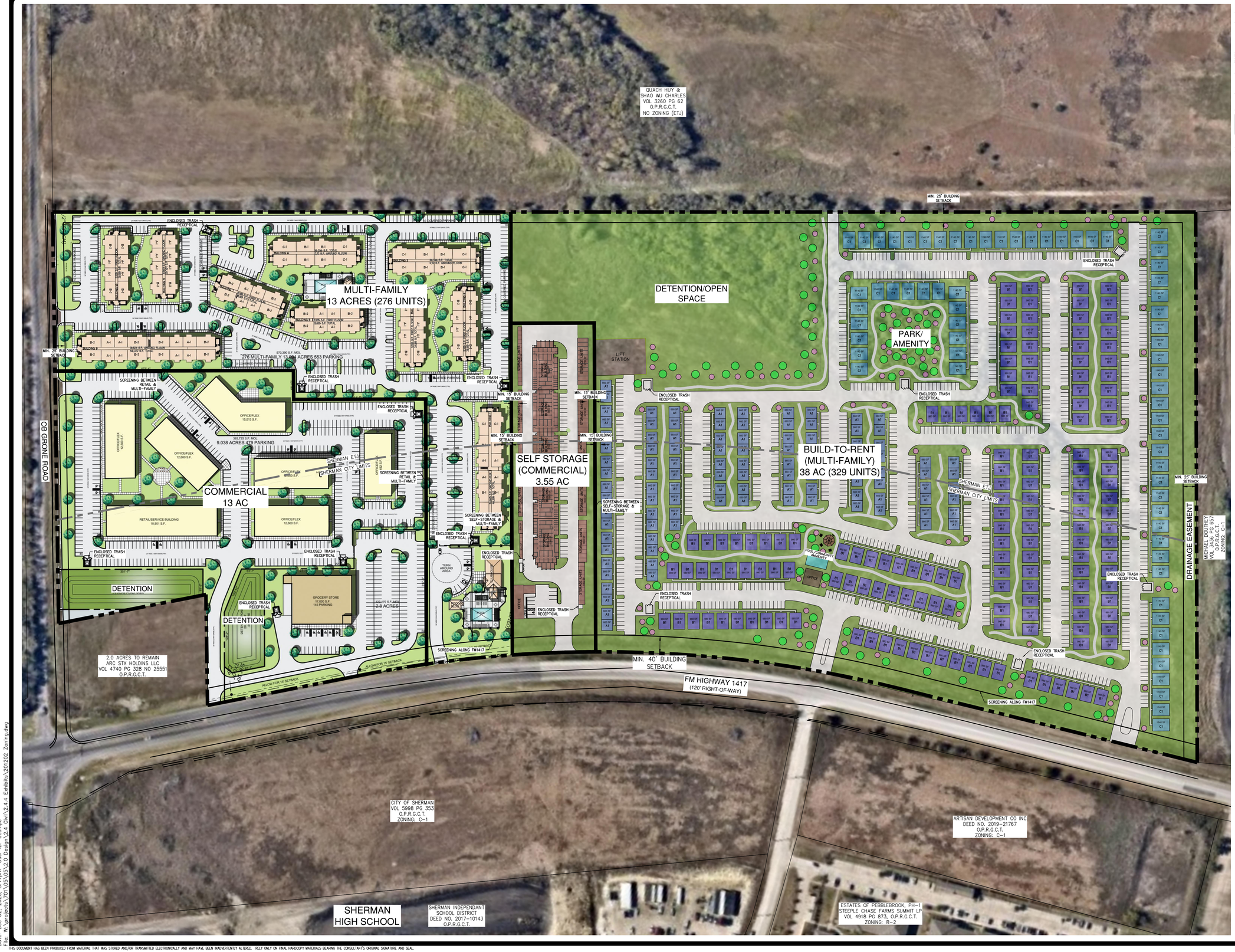
A BOUNDARY SURVEY OF A 38.585 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS

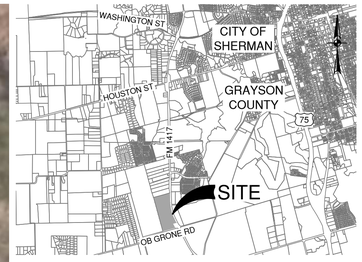
PAPE-DAWSON ENGINEERS

PIERCE-MURRAY LAND SOLUTIONS
Engineering • Surveying
890 FALLING CIRCLE
TYLER, TEXAS 75703
(903) 539-2558
TBPELS FIRM #10194437 TBPLS FIRM NO. 10194437

multi family

DRAWN BY: TAH | CHECKED BY: CDP | DATE: 11-11-2020 | JOB NO. 2008-072 | TBPELS NO. 10194437 | FILE: 2008-072 ALTA BNL





LOCATION MAP

NOT-TO-SCALE

LEGEND

DEVELOPMENT BOUNDARY

LAND USE BOUNDARY

550 10' CONTOURS

ZONING	
CURRENT	M-1 & N/A
PROPOSED	C-1 W/ SUP (R-2 & SELF STORAGE)

BUILD-TO-RENT (MULTI-FAMILY)	
HARD SURFACE AREA	811,065 (18.6 AC)
LANDSCAPED AREA	846,119 (19.4 AC)
GROSS SF OF PROPERTY	165,7184 (38 AC)
TOTAL UNITS	329
REQUIRED PARKING	658 (MIN. 2/UNIT)
PARKING PROVIDED	850

UNITS	
A-1 (1BR)	104
B-1 (2BR)	158
C-1 (3BR)	67

SELF-STORAGE (COMMERCIAL)	
HARD SURFACE AREA	109,975 (2.50 AC)
LANDSCAPED AREA	45,648 (1.05 AC)
GROSS SF OF PROPERTY	155,623 (3.55 AC)
BUILDING SF (OFFICE)	2000 SF
REQUIRED PARKING (OFFICE)	5 (1/400 SF)
PARKING PROVIDED (OFFICE)	8
BUILDING SF (STORAGE)	47,050 SF
REQUIRED PARKING (STORAGE)	48 (1/1000 SF)
PARKING PROVIDED (STORAGE)	48

BUILDINGS	
CLIMATE	5
NON-CLIMATE	12
OFFICE	1

UNITS	
CLIMATE	200
NON-CLIMATE	120

MULTI-FAMILY	
HARD SURFACE AREA	374,413 SF (7.88 AC)
LANDSCAPED AREA	196,247 SF (4.5 AC)
GROSS SF OF PROPERTY	570,390 (13 AC)
TOTAL UNITS	276
REQUIRED PARKING	588 (MIN. 1/BR+ 2/UNIT)
PARKING PROVIDED	588

UNITS	
A-1 (1BR)	114
B-1 (2BR)	126
C-1 (3BR)	36

COMMERICAL	
HARD SURFACE AREA	417,523 SF (9.58 AC)
LANDSCAPED AREA	151,892 SF (3.48 AC)
GROSS SF OF PROPERTY	569,415 (13 AC)
TOTAL BUILDING SF	110,806 SF
REQUIRED PARKING	564 (1/200 SF)
PARKING PROVIDED	624

TDM
Tesch Development & Management Co., LLC
TESCH DEVELOPMENT
& MANAGEMENT CO., LLC
BOB TESCH, PRESIDENT
512-970-0530
Bob@TeschAssociates.com

SHERMAN HEIGHTS

SHERMAN, TEXAS

(68.1 ACRES)

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

Date: Dec 02, 2020, 5:17pm User ID: ocorrioe
File: W:\projects\701\05\05\v2.0 Design\2.4 Civil\2.4.4 Exhibits\201202 Zoning.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

THE CRAFTSMAN

THE COTTAGE

WRW Capital

THE MEADOWS AT SHERMAN

UNIT B1 - 980 S.F.

A3.1

THE FARMHOUSE

THE HILL COUNTRY

WRW Capital

THE MEADOWS AT SHERMAN

ISSUED: 10/31/2020

FLOOR NUMBER | UNIT A1 - 660 S.F.

SCALE: 3/16" = 1'-0"

A3.0

THE TRADITIONAL

THE CRAFTSMAN

WRW Capital

THE MEADOWS AT SHERMAN

ISSUED: 10/11/2019

UNIT C1 - 1,140 S.F.

SCALE: 3/16" = 1'-0"

A3.2

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

ARC STX Holdings, LLC
PO Box 451714
Laredo, TX 78045

Pape-Dawson Engineers
5810 Tennyson Parkway, Ste. 425
Plano, TX 75024

Robert Tesch
6950 TPC Drive, Ste. 110
McKinney, TX 75070

Pierce-Murray Land Solutions
800 Tallyho Cir
Tyler, TX 75703

Dear Applicants,

The request for a Specific Use Permit to allow a Multi-Family Development in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District located at 2500 South FM 1417 (Heritage Parkway) 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
4. Parking is permitted on paved surfaces only (concrete and asphalt).
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
6. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
7. The trash dumpster will need to be located inside the main building area and screened.
8. All finishes shall be masonry or masonry veneer unless an exception is approved.
9. Any structures built over any of the easements on the property will require City Council approval for an encroachment easement.
10. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review

letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

13. Platting of the subject property is required prior to development.
14. Additional Right of Way will be required upon platting.
15. Civil plans shall be submitted to City of Sherman Engineering Department for review and approval.
16. New drive approaches and sidewalks must conform to City and TxDOT standards 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.
17. City sewer does not serve subject property. Extension of forced sewer main by developer is required.
18. Location of trash receptors must be approved by the Public Works Department.
19. Drive approach into 38 acre multi-family must align with existing Steeplechase Drive.
20. Internal water and sewer lines will be privately owned and maintained.
21. Verification of adequate detention for proposed development shall be provided to City of Sherman Engineering Department for review and approval.
22. Detention and open spaces will be privately owned and maintained.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 14.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

2500 SOUTH FM 1417 (HERITAGE PARKWAY)

The request of ARC STX Holdings, LLC (Owners), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property at 2500 South FM 1417 (Heritage Parkway), being 38.585 in the Elizabeth Jones Survey, Abstract No. 625, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Multi-Family Development (329 units) in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District

Background:

The property is located at 2610 South FM 1417 (Heritage Parkway), the northwest corner of FM 1417 (Heritage Parkway) and O.B. Groner Road; across the highway from the new Sherman High School. A portion of the property (46.339 acres) is in the process of being annexed into the City Limits of Sherman and is scheduled for the December 7, 2020, City Council Meeting for adoption of the Ordinance. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. The owners are requesting a Specific Use Permit to allow a Multi-Family Development, 329 single-story buildings; 104 - one bedroom units, 158 - two bedroom units and 67 - three bedroom units. Parking will be provided for 850 spaces.

Adjacent Zoning:

C-1 (Retail Business) District
M-1 (Light Manufacturing) District
Planned Development with Mixed Uses

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC, (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

3

Objections Received:

0

Attachments

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

SHERMAN HEIGHTS

ZONING APPLICATION

TESCH DEVELOPMENT & MANAGEMENT COMPANY, LLC

PROJECT LOCATION

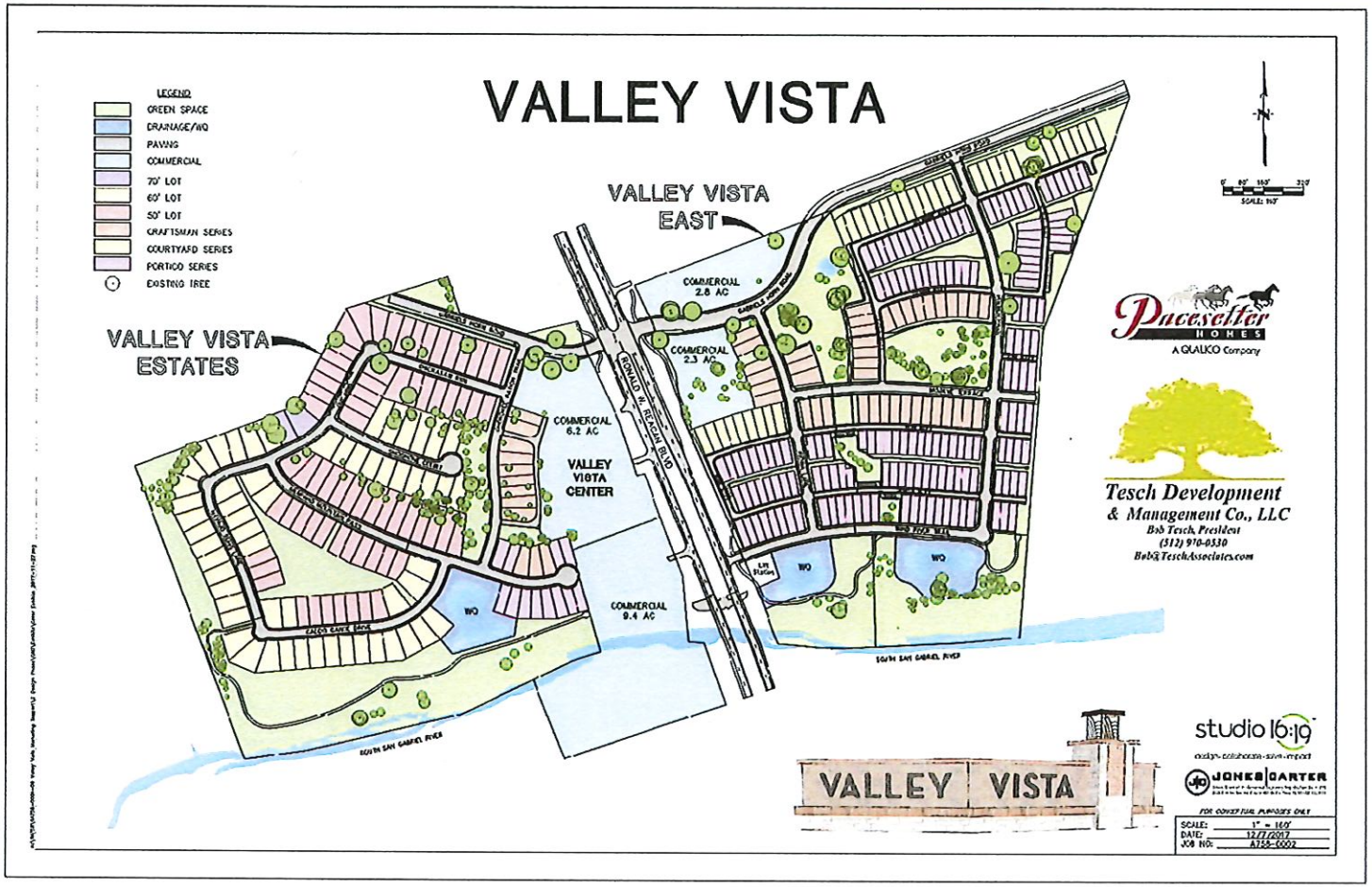
TDM: WHO WE ARE – WHAT WE DO

Tesch Development and Management Co.

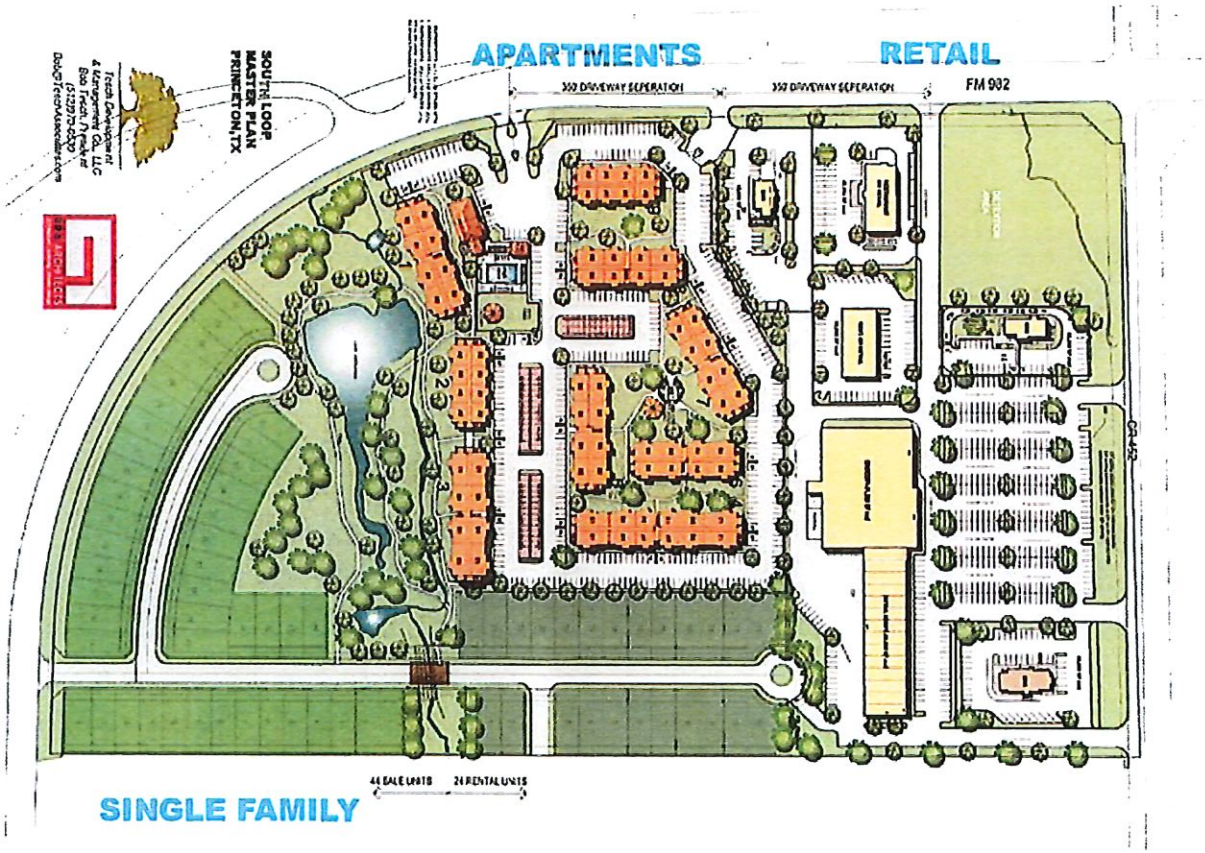
- 40+ years of experience Identifying, Planning, Entitling and Developing various mixed use sites in Houston, Austin, and DFW

TDM
Tesch Development & Management Co., LLC

Valley Vista



South Loop Center



Lavon Farms

OAKMONT BUSINESS PARK – CEDAR PARK, TX

REGIONAL SITE PLAN

MARKET STUDIES

ANALYSIS OF THE
MARKET FOR RENTAL HOUSING
FM 1417 SITE
SHERMAN, TEXAS

This Report was Prepared Especially For

TESCH DEVELOPMENT & MANAGEMENT CO., LLC.

By

STRATTON RESEARCH

August 2020

ANALYSIS OF THE MARKET FOR
A NEW SELF-STORAGE FACILITY
FM 1417 SITE
SHERMAN, TEXAS

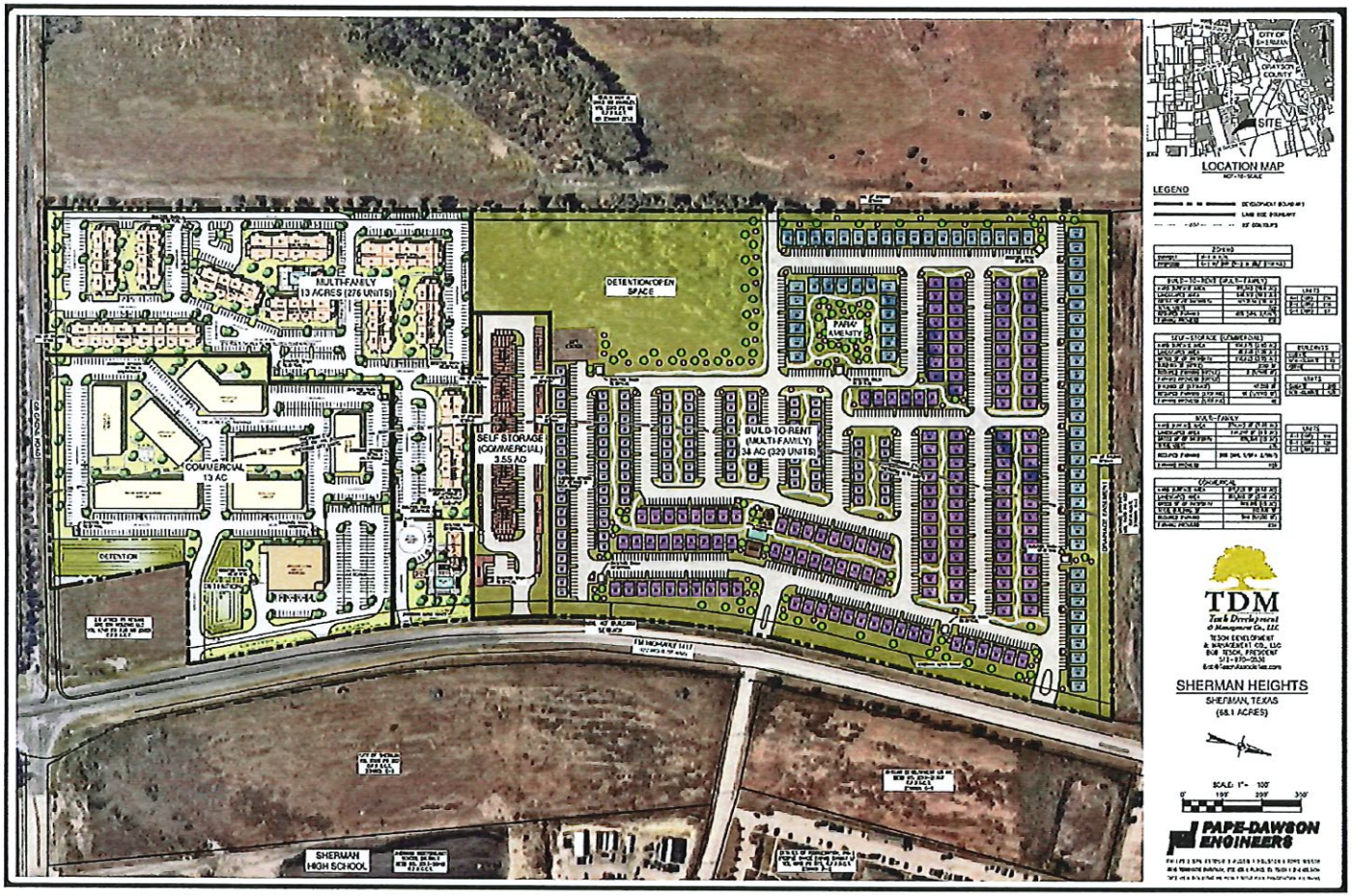
This Report was Prepared Especially For

TESCH DEVELOPMENT & MANAGEMENT CO., LLC.

By
STRATTON RESEARCH

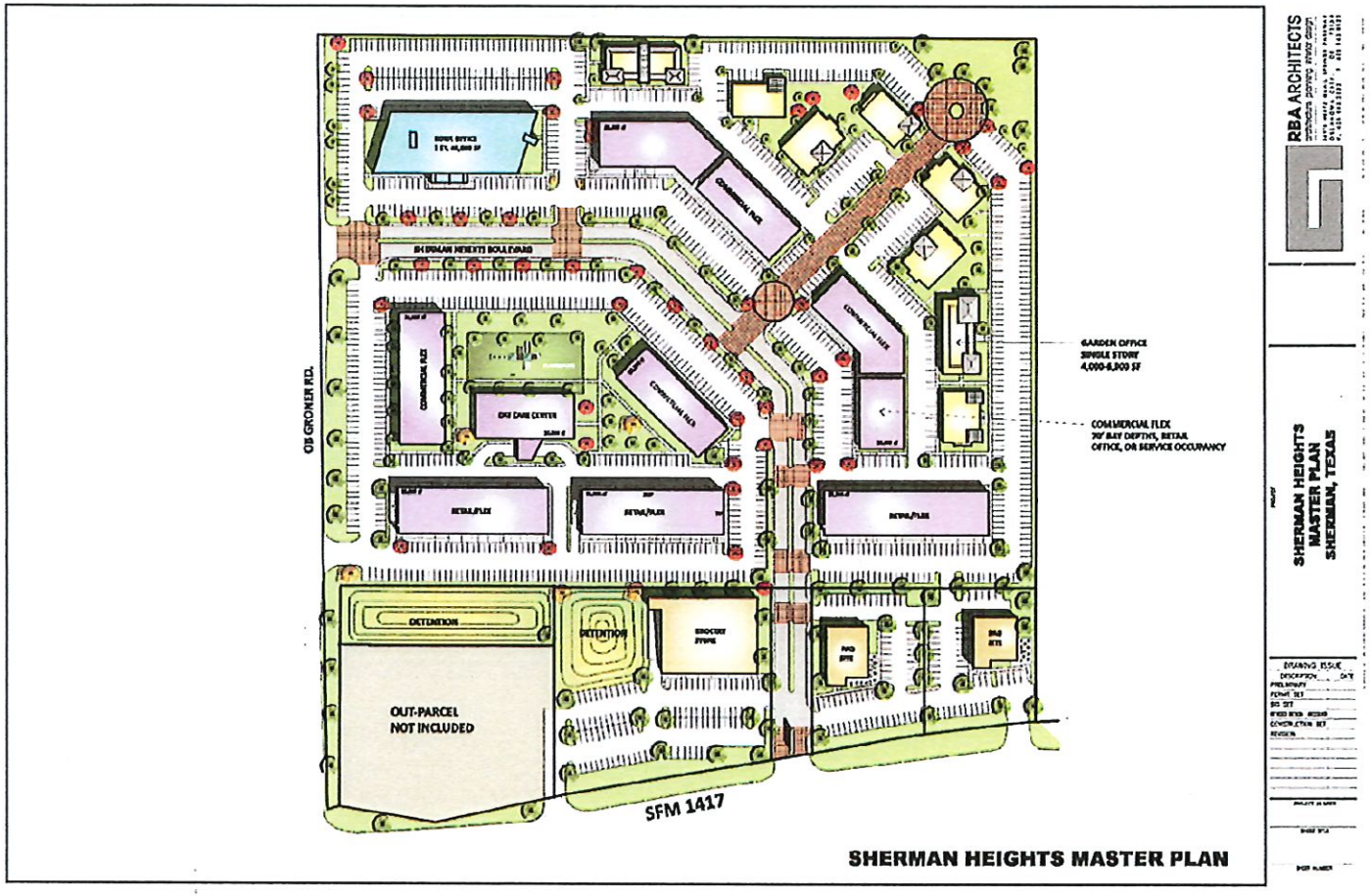
August 2020

SITE PLAN



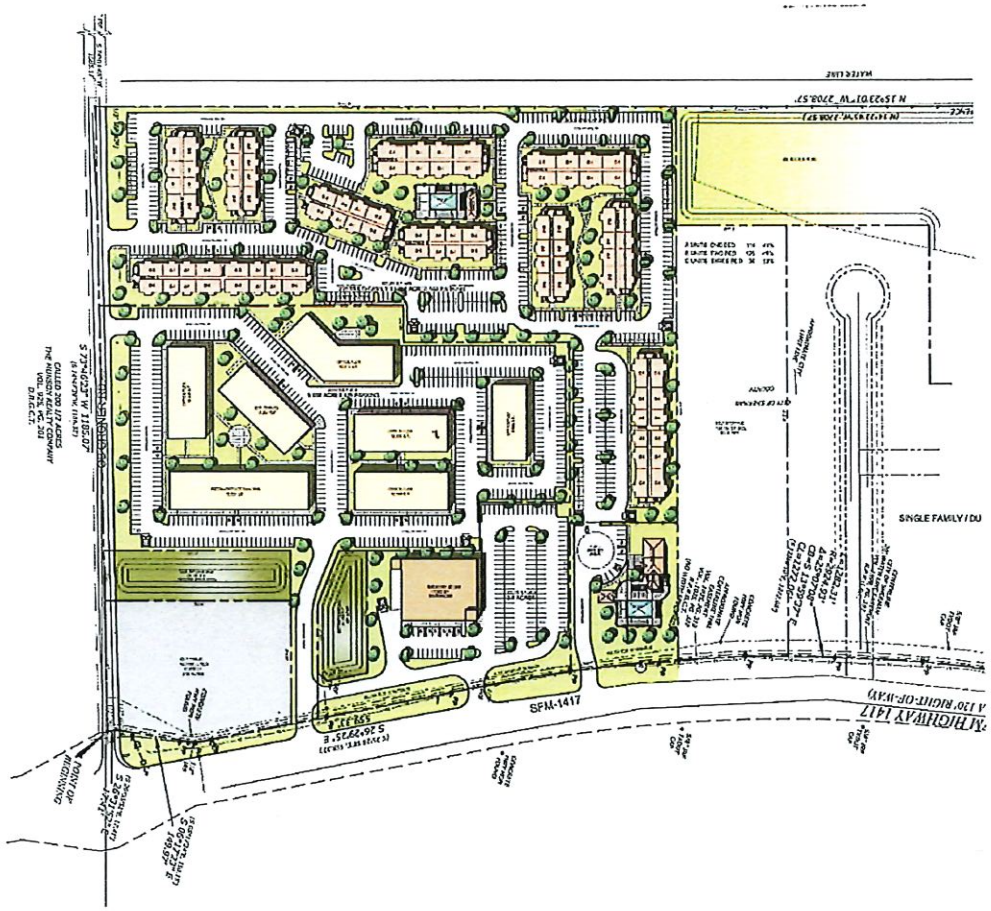
- STRONG DEMAND SHOWN FOR VARIETY OF RESIDENTIAL RENTAL INCLUDING TRADITIONAL APARTMENTS
- SELF-STORAGE
- COMMERCIAL: RETAIL/OFFICE

CORNER 28 ACRES – ALL COMMERCIAL



- STUDYING DEMAND FOR ALL COMMERCIAL

CORNER 28 ACRES – COMMERCIAL MULTI-FAMILY MIX



MIX OF COMMERCIAL AND MULTI-FAMILY

THANK YOU

BOB TESCH

TESCH DEVELOPMENT & MANAGEMENT COMPANY, LLC

WRW Capital

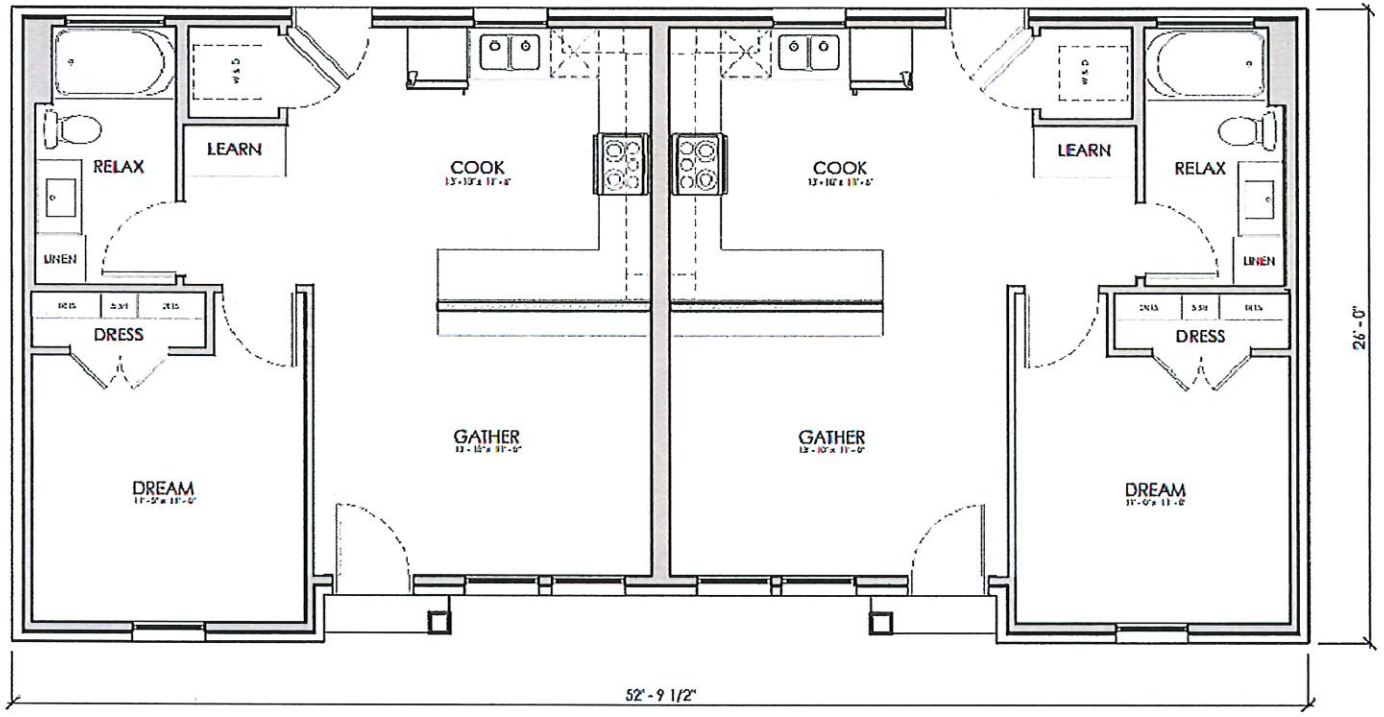
Real Estate Private Equity

The Meadows at Sherman – One Bed Elevations

THE FARMHOUSE

THE HILL COUNTRY

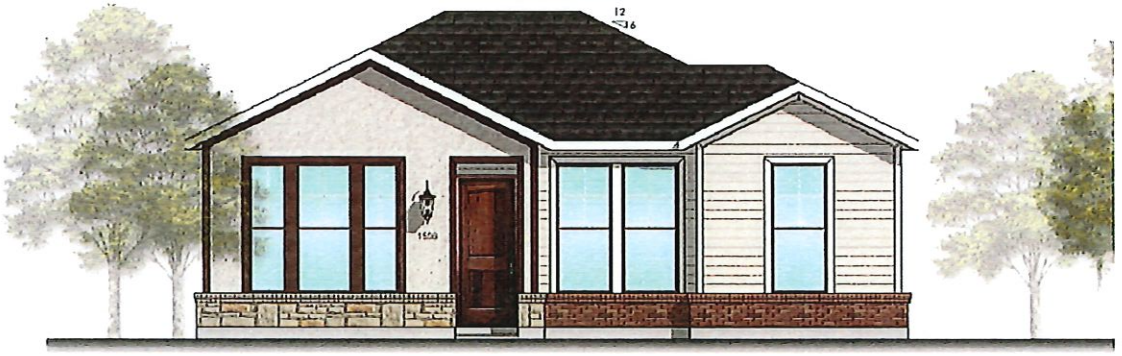
The Meadows at Sherman – One Bed Floorplan



A1 - ONE BEDROOM / ONE BATH

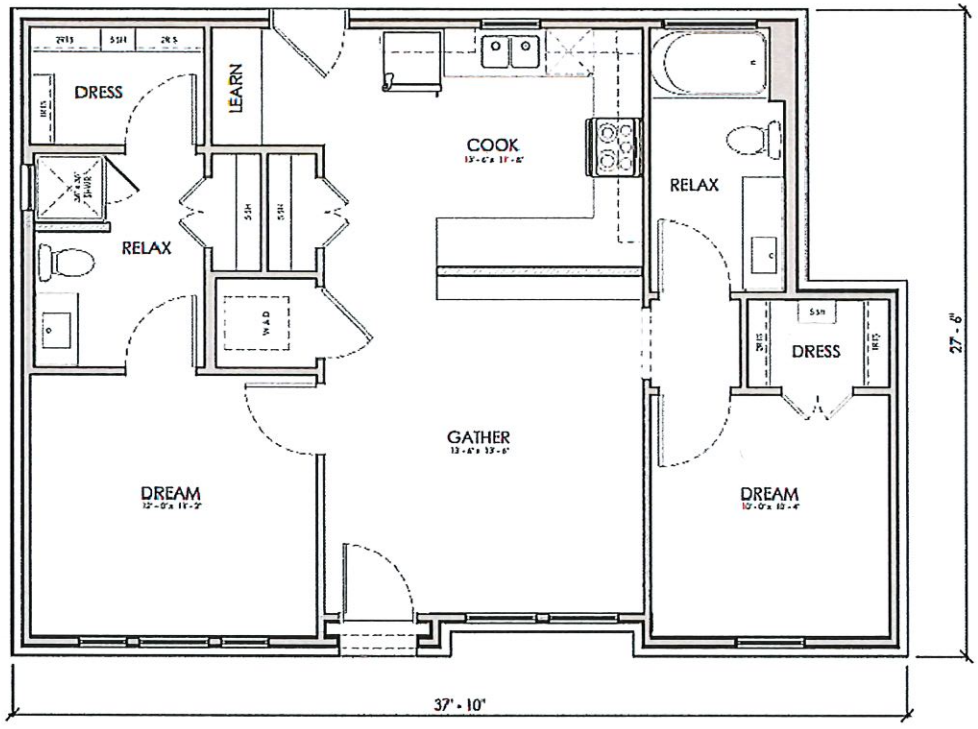
The Meadows at Sherman – Two Bed Elevations

THE CRAFTSMAN



THE COTTAGE

The Meadows at Sherman – Two Bed Floorplan



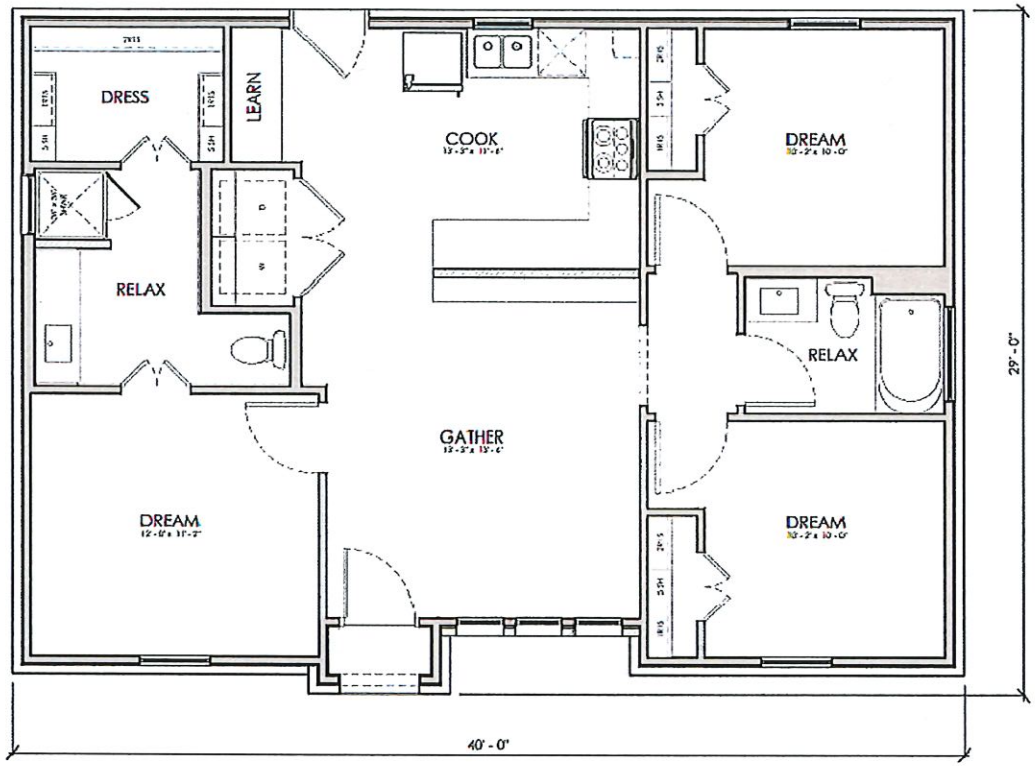
B1 - TWO BEDROOM / TWO BATH

The Meadows at Sherman – Three Bed Elevations

THE TRADITIONAL

THE CRAFTSMAN

The Meadows at Sherman – Three Bed Floorplan



C1 - THREE BEDROOM / TWO BATH

The Meadows at Sherman – Example Photos

The Meadows at Sherman – Example Photos

The Meadows at Sherman – Example Photos

Amenities

- Private outdoor yards and patios
- 9 – 10 foot ceilings
- Wood-grain flooring throughout
- In-unit washer and dryer
- Ceiling fans
- Luxurious kitchen finishes
  - Stainless steel appliances
  - Granite countertops
- Valet trash
- Smart Home Technology package
  - Includes high-speed internet
- Professional on-site management
  - 24/7 on call maintenance
- Elegant Clubhouse
- Resort-style pool
- Sunning deck with lounge chairs
- State-of-the-art fitness center
- Lush courtyards with pavilions & grilling stations
- Dedicated green spaces for hosting community events
- Complimentary & secure package service
- Dog washing stations

PET FRIENDLY

HEALTHY OPPORTUNITIES

ENVIRONMENTALLY CONSCIOUS

NEAR PUBLIC TRANSIT

SMOKE FREE

Build to Rent has made its way to DFW

Under Construction

- Celina, Texas – Avilla Fossil is currently under construction over 200 units at Light Farms
- Ft Worth, Texas – Avilla Fossil Creek is currently under construction on over 300 units
- Justin, Texas – Avilla Reserve is being built with plans for up to 227 units
- Arlington, Texas Avilla Lake Ridge is being built with 170 units

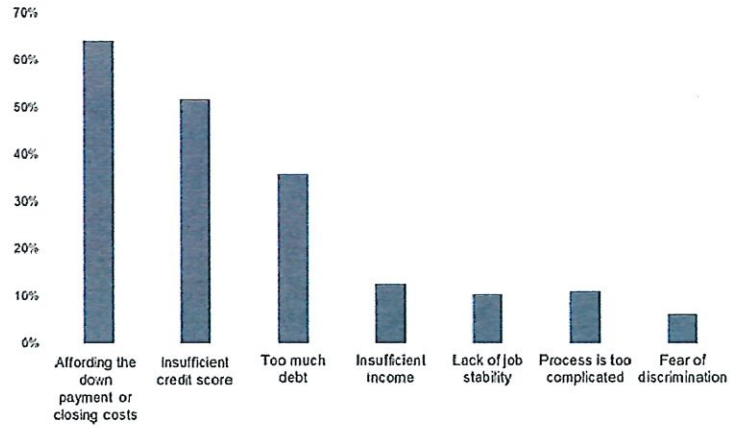
Completed

- Grand Prairie, Texas – Avilla Heritage is 140 units
- McKinney, Texas – Avilla Northside is 118 units
- Plano, Texas – Horizon at Premier was built with 122 units
- Allen, Texas - Springwood at Allen is being built with 92 units

Barriers to Home Ownership

- Hefty down payment
- High maintenance cost
- Tighter single-family mortgage lending standards
- High student debt
- Average age has increased from 26 to 32 in past 25 years

Figure 16: Barriers to Obtaining a Mortgage and Buying a Home [33]



N= 145
Universe: Respondents who were planning to buy a home in the next 5 years.

Build to Rent Communities

BFR housing is a growing segment in the residential rental market that involves developing small villas and duplexes within a large planned community

• Unlike typical single family homes, BFR homes are smaller (typically between 600 –1,200 sf) and communities are far more dense at roughly 11-12 units to the acre.

• Additionally, BFR developments have a different unit mix, mostly one and two bedrooms compared to traditional apartment buildings usually with two and three-bedroom units.

• BFR units have higher quality finishes, typically below high-end condos, but better than class A style apartments.

• Within the DFW market, BTR communities are achieving large rent premiums relative to the high-quality traditional apartment competition.

• Horizontal and vertical development of BTR communities is largely similar to traditional single-family home development.

WRW Capital - Co-Founder

William Hancock

Mr. Hancock accumulated over 10 years' experience in Commercial Real Estate across; Investment Banking, Structured Finance, Asset Management and Acquisitions prior to founding WRW Capital, a Real Estate Private Equity Firm in 2019.

He currently resides as Vice President in NorthMarq's Real Estate Banking Division where he focused on originating agency, balance sheet and bridge loans, secured by real estate. Prior to working at NorthMarq William was at Wellington, a Real Estate Investment firm, where he worked as an acquisitions and asset management associate performing both development and acquisitions along with asset management on multifamily, industrial, office and retail. Immediately prior to Wellington William was with Myan Management. In total William has developed in excess of 5,000 units of Multifamily and over 300,000 square feet of retail, and leased more than 1.2 Million square feet of office space. Apartment units and underwritten in excess of $15.0 billion in potential deals while placing over $3.0 billion of both debt and equity.

Mr. Hancock holds a BS from Texas A&M where he majored in Agriculture Leadership and Development with an emphasis on Economics.

TEXAS A&M UNIVERSITY.

NORTHMARQ

MYAN MANAGEMENT GROUP

WRW Capital – Co-Founder

Ramana Korada

Mr. Korada accumulated over 10 years' experience in investments across commercial real estate esp. in multifamily and retail, technology start-up, Asset and investment management.

He currently resides as managing partner/co-founder in Raven Multi Family where he focused on acquisitions, dispositions, day to day operations on asset management along with investor relations. Over the past 4 years, Raven Multifamily acquired 300 M worth of real estate with apartments and retail centers. He raised over 80 M private equity to purchase 3000 units of multifamily and to build couple of ground up properties. He has 15 years of IT experience working for fortune 500 companies like Westinghouse, Bank of America, Lockheed Martin, Dr. Pepper Snapple Group, ADP, Newell Rubbermaid etc. He is currently focused only in commercial real estate.

Mr. Korada holds a MS from University of Texas at El Paso where he majored in Electrical and Computer engineering.

WRW Capital – Co-Founder

Wes Love

Mr. Love has 14 years of experience in Single Family Home Building where he has held various executive and management roles for two of the largest home builders in the country.

As a General Manager for Sumitomo Forestry America, he developed and launched the National Purchasing Group that combined the purchasing power of their five US home building subsidiaries. At the same time, he has acted as the Director of Process Improvement for Gehan Homes, a subsidiary of Sumitomo Forestry America, where he runs the Product Design, Purchasing, Estimating, and Software Development groups. Prior to joining Sumitomo, he was an Area Controller for Pulte Homes of Texas.

Mr. Love holds an MBA from the University of Texas and a BS from the University of South Alabama, where he majored in Accounting.

SUMITOMO FORESTRY CO.,LTD.

GehanHOMES

WRW Capital

CONFIDENTIAL DISCLAIMER

This memorandum is being furnished to the recipient solely for the recipient's own limited use in considering whether to invest in any real estate opportunity. Any investment shall be pursuant to the terms of a confidential private placement memorandum, which will be furnished on a confidential basis to qualified investors for their consideration in connection with each such opportunity (the "Offering Documents").

Prospective investors should carefully review the Offering Documents and conduct their own thorough due diligence before considering an investment. All information and disclosures in the Offering Documents shall supersede information in this memorandum and any other information, written or oral, that has been provided with respect to any such investment opportunity. The material contained in this memorandum is directed only at qualified persons or entities in any jurisdiction where such access to information and its use is not contrary to applicable law or regulation.

The information contained herein is strictly confidential and may not be distributed to any other party other than the recipient hereof. By accepting this information, you agree to maintain the confidentiality of the information contained in this document.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6349

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2602 South F.M. 1417 (Heritage Parkway), being 3.545 acres in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

Issue:

To consider the request of ARC STX Holdings, LLC (Owner), Tesch Development & Management Co., LLC (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer), and Pierce-Murray Land Solutions (Surveyor) for the property located at 2602 South F.M. 1417 (Heritage Parkway), being 3.545 acres in the Elizabeth Jones Survey, Abstract No. 625 for a Specific Use Permit to allow a Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM 1417) Overlay District

Background:

The property is located at 2602 South F.M. 1417 (Heritage Parkway), the northwest corner of F.M. 1417 (Heritage Parkway) and O.B. Groner Road; across the highway from the new Sherman High School. A portion of the property (46.339 acres) was annexed into the City Limits of Sherman at the December 7, 2020 City Council Meeting. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and is located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. They are requesting a Specific Use Permit to allow a storage facility on 3.55 acres of the development. The storage facility will include eighteen buildings, three hundred twenty (320) units with an overall of 49,000 square feet. Screening will be provided abutting the residential.

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (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 Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6349
Exhibit A - Legal Description
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6349

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A STORAGE FACILITY IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT ON PROPERTY LOCATED AT 2602 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 3.545 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (ARC STX HOLDINGS, LLC, OWNERS; TESCH DEVELOPMENT & MANAGEMENT CO., LLC, PROSPECTIVE BUYER; ROBERT TESCH, REPRESENTATIVE; PAPE-DAWSON ENGINEERS, CIVIL ENGINEER; AND PIERCE-MURRAY LAND SOLUTIONS, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; 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 Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the passage of this ordinance, ARC STX Holdings, LLC (Owners), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) and the property located at 2602 South FM 1417 (Heritage Parkway) and more particularly described in **Exhibit A – Legal Description** are granted a Specific Use Permit to allow a Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on the property and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the property described in **Exhibit A – Legal Description**:

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
4. The parking ratio shall be; Storage - 1 space per 1,000 square feet; Office - 1 space per 400 square feet.
5. Driveways and parking are permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9' x 20'.
6. A minimum 6' fence is required abutting residentially zoned property.
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
8. No outside parking or storage of dismantled, junk or inoperable vehicles, RV's, wrecks, tires or parts is allowed.
9. Onsite living quarters in the self-storage facility is not allowed unless approved for a separate Specific Use Permit by the City Council.
10. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

14. Platting of the subject property is required prior to development.
15. Additional Right of Way will be required upon platting.

16. Civil plans shall be submitted to City of Sherman Engineering Department for review and approval.
17. City sewer does not serve subject property. Extension of forced sewer main by developer is required.
18. Drive approach does not meet City and TxDOT standard. New drive approaches and sidewalks must conform to City of Sherman standards 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.
19. Location of trash receptors must be approved by the Public Works Department.
20. Entrances/Exits off FM 1417 will be Right-in, Right-out only.

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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

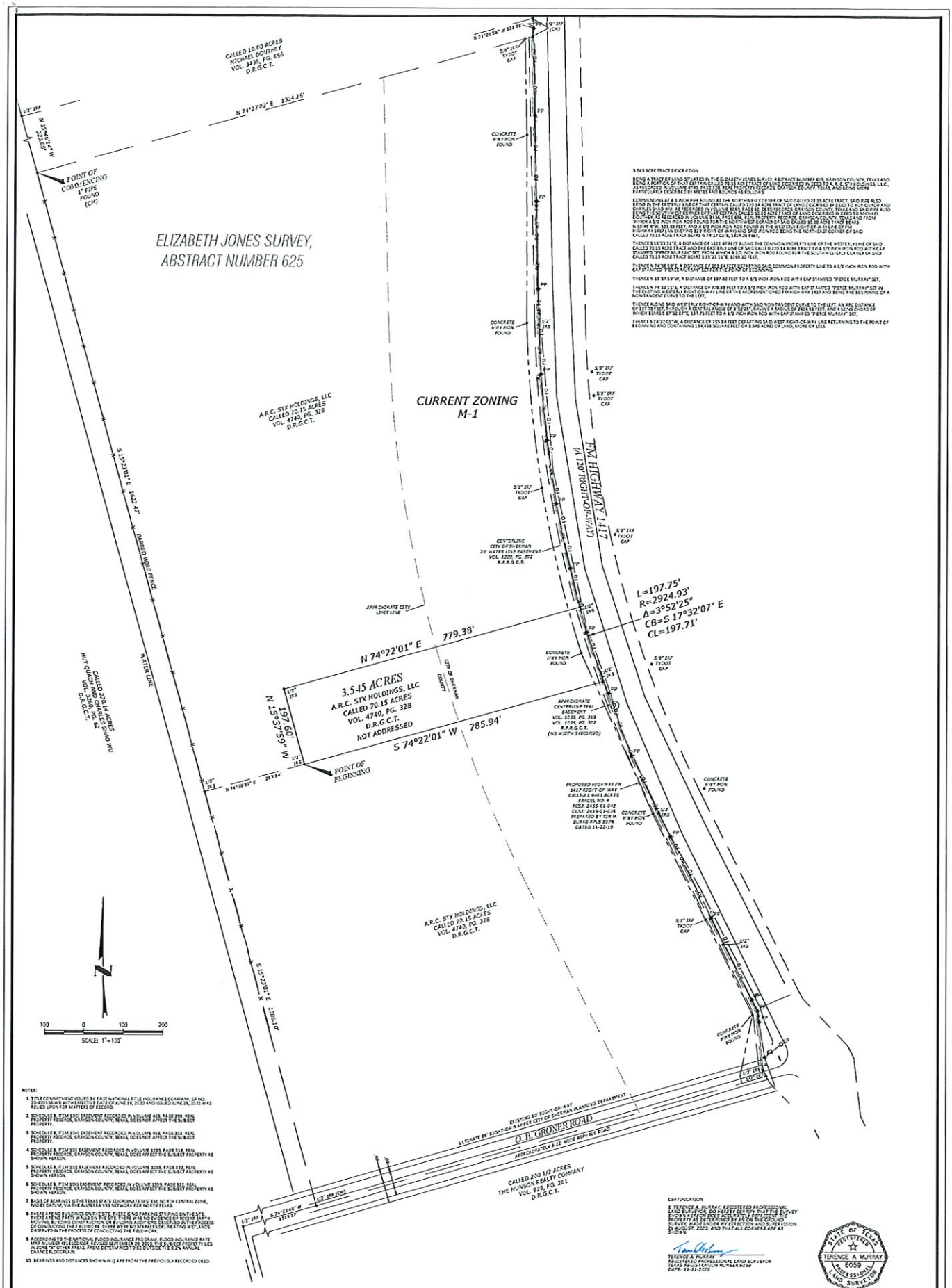
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
CITY ATTORNEY



3.545 ACRE TRACT DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 70.15 ACRE TRACT OF LAND DESCRIBED IN DEED TO A. R. C. STX HOLDINGS, LLC, AS RECORDED IN VOLUME 4740, PAGE 328, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID CALLED 70.15 ACRE TRACT, SAID PIPE ALSO BEING IN THE EASTERLY LINE OF THAT CERTAIN CALLED 220.214 ACRE TRACT OF LAND DESCRIBED BY DEED TO HUT QUARTER AND CHARLES SHAD WU, AS RECORDED IN VOL. 4740, PAGE 62, DEED RECORDS, GRAYSON COUNTY, TEXAS AND SAID PIPE ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHAEL DOUTHEY, AS RECORDED IN VOLUME 3436, PAGE 656, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS AND FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTH WEST CORNER OF SAID CALLED 10.00 ACRE TRACT BEARS N 15°45'58" W, 1513.85 FEET, AND A 1/2 INCH IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (120 FOOT EXISTING RIGHT-OF-WAY) AND BEING THE NORTHEAST CORNER OF SAID CALLED 70.15 ACRE TRACT BEARS N 74°27'02" E, 1304.26 FEET;

THENCE S 15°37'59" E, A DISTANCE OF 1622.47 FEET ALONG THE COMMON PROPERTY LINE OF THE WESTERLY LINE OF SAID CALLED 70.15 ACRE TRACT AND THE EASTERLY LINE OF SAID CALLED 220.214 ACRE TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWESTERLY CORNER OF SAID CALLED 70.15 ACRE TRACT BEARS S 15°37'59" E, 1088.10 FEET;

THENCE N 74°38'59" E, A DISTANCE OF 20.84 FEET DEPARTING SAID COMMON PROPERTY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE POINT OF BEGINNING

THENCE N 15°37'59" W, A DISTANCE OF 197.10 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE N 74°22'01" E, A DISTANCE OF 779.38 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED FM HIGHWAY 1417 AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AND WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 197.75 FEET, THROUGH A CENTRAL ANGLE OF 3°52'25", HAVING A RADIUS OF 2924.93 FEET, AND A LONG CHORD OF WHICH BEARS S 17°32'07" E, 197.71 FEET TO A 1/2" INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74°22'01" W, A DISTANCE OF 785.94 FEET DEPARTING SAID WEST RIGHT-OF-WAY LINE RETURNING TO THE POINT OF BEGINNING AND CONTAINING 154,438 SQUARE FEET OR 3.545 ACRES OF LAND, MORE OR LESS.

NOTES:

1. TITLE COMMITMENT ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 20-40318R-R WITH EFFECTIVE DATE OF JUNE 18, 2020 AND ISSUED JUNE 26, 2020 WAS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 10(E) EASEMENT RECORDED IN VOLUME 418, PAGE 290, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 10(H) EASEMENT RECORDED IN VOLUME 418, PAGE 293, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 10(I) EASEMENT RESCINDED IN VOLUME 3238, PAGE 319, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 10(J) EASEMENT RESCINDED IN VOLUME 3238, PAGE 322, REAL PROPERTY RESCINDED, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 10(K) EASEMENT RESCINDED IN VOLUME 3238, PAGE 331, REAL PROPERTY RESCINDED, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 DATUM, VIA THE ALLTERRA VRS NETWORK FOR NORTH TEXAS.
8. THERE ARE NO BUILDINGS ON THE SITE. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION OR ADDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. THERE WERE NO MARKERS DELINEATING WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0285F, REVISED SEPTEMBER 26, 2012, THE SUBJECT PROPERTY LIES IN ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN () ARE FROM THE PREVIOUSLY RECORDED DEED.

CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY DESCRIBED HEREON DOES ACCURATELY REPRESENT THE PROPERTY AS DETERMINED BY ME ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN AUGUST, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATE: 11-11-2020

STATE OF TEXAS
REGISTERED
TERENCE A. MURRAY
6059
PROFESSIONAL
LAND SURVEYOR

LEGEND

IRF	IRON ROD FOUND
IRS	1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
CM	CONTROLLING MONUMENT
	GUY WIRE
PP	POWER POLE
	WATER VALVE
T	TELEPHONE MANHOLE
	PIPELINE MARKER
LP	LIGHT POLE

PAPE-DAWSON ENGINEERS

PIERCE-MURRAY LAND SOLUTIONS

A BOUNDARY SURVEY OF A 3.545 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS

DRAWN BY: TAH CHECKED BY: CDP DATE: 11-11-2020 JOB NO. 2008-072 TBPELS NO. 10194437 FILE: 2008-072 SUR EX2

3.545 ACRE TRACT DESCRIPTION

BEING a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of that certain called 70.15 acre tract of land described in deed to A. R. C. STX HOLDINGS, L.L.C., as recorded in Volume 4740, Page 328, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch pipe found at the northwest corner of said called 70.15 acre tract, said pipe also being in the easterly line of that certain called 220.14 acre tract of land described by deed to Huy Quach and Charles Shao Wu, as recorded in Volume 3260, Page 62, Deed Records, Grayson County, Texas and said pipe also being the southwest corner of that certain called 10.00 acre tract of land described in deed to Michael Douthey, as recorded in Volume 3436, Page 656, Real Property Records, Grayson County, Texas and from which a 1/2 inch iron rod found for the northwest corner of said called 10.00 acre tract bears N 15°46'4"W, 323.85 feet, and a 1/2 inch iron rod found in the westerly Right-of-Way line of FM Highway 1417 (an existing 120' Right-of-Way) and said iron rod being the northeast corner of said called 70.15 acre tract bears N 74°27'02"E, 1304.26 feet;

THENCE S 15°23'01"E, a distance of 1622.47 feet along the common property line of the westerly line of said called 70.15 acre tract and the easterly line of said called 220.14 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set, from which a 1/2 inch iron rod found for the southwesterly corner of said called 70.15 acre tract bears S 15°23'01"E, 1086.10 feet;

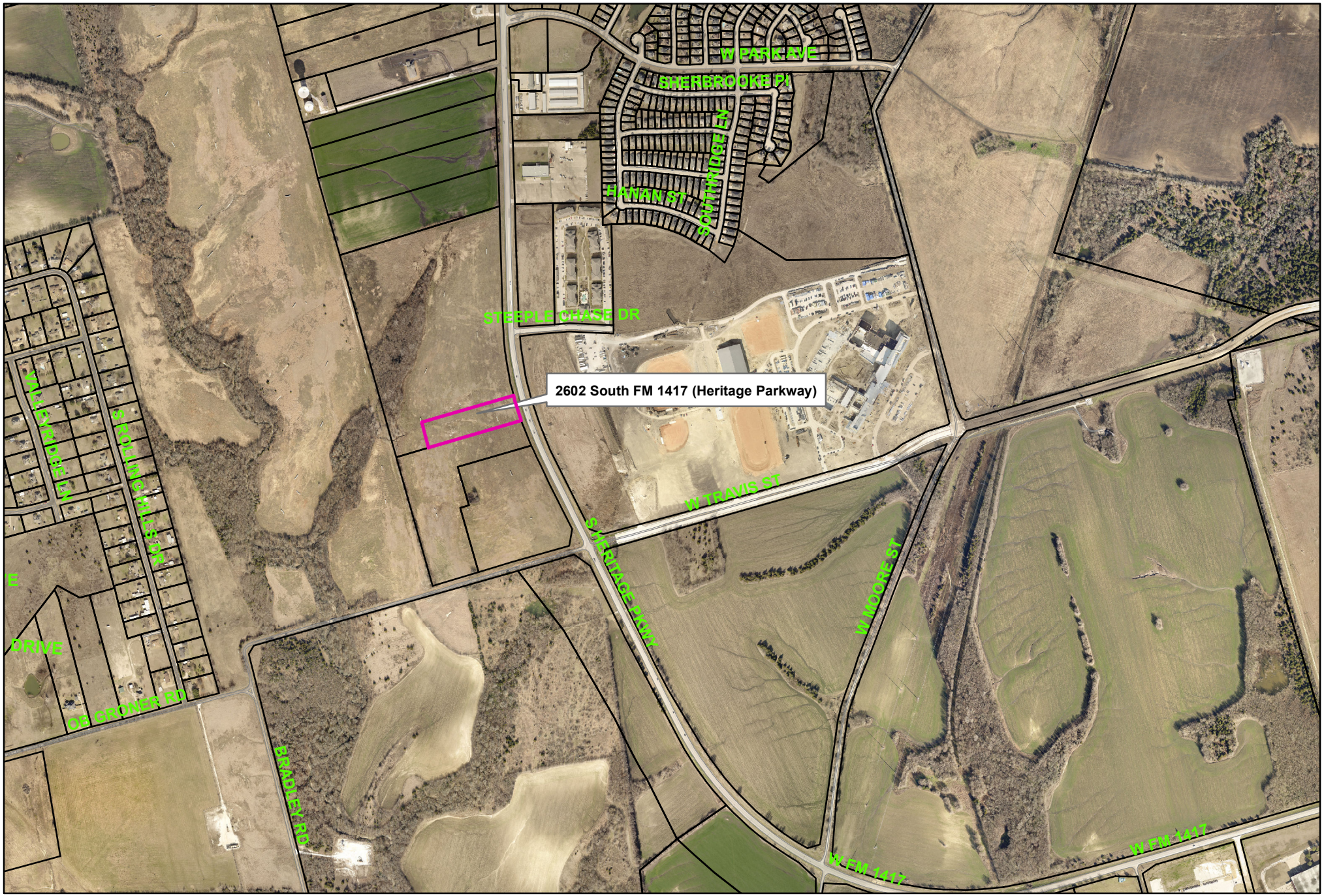
THENCE N 74°36'59"E, a distance of 263.64 feet departing said common property line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set for the POINT OF BEGINNING:

THENCE N 15°37'59"W, a distance of 197.60 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE N 74°22'01"E, a distance of 779.38 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set in the existing westerly Right-of-Way line of the aforementioned FM Highway 1417 and being the beginning of a non-tangent curve to the left;

THENCE along said westerly Right-of-Way and with said non-tangent curve to the left, an arc distance of 197.75 feet, through a central angle of 3°52'25", having a radius of 2924.93 feet, and a long chord of which bears S 17°32'07"E, 197.71 feet to a 1/2 inch iron rod with cap stamped "Pierce Murray" set;

THENCE S 74°22'01"W, a distance of 785.94 feet departing said west Right-of-Way line returning to the Point of Beginning and containing 154,433 square feet or 3.545 acres of land, more or less.



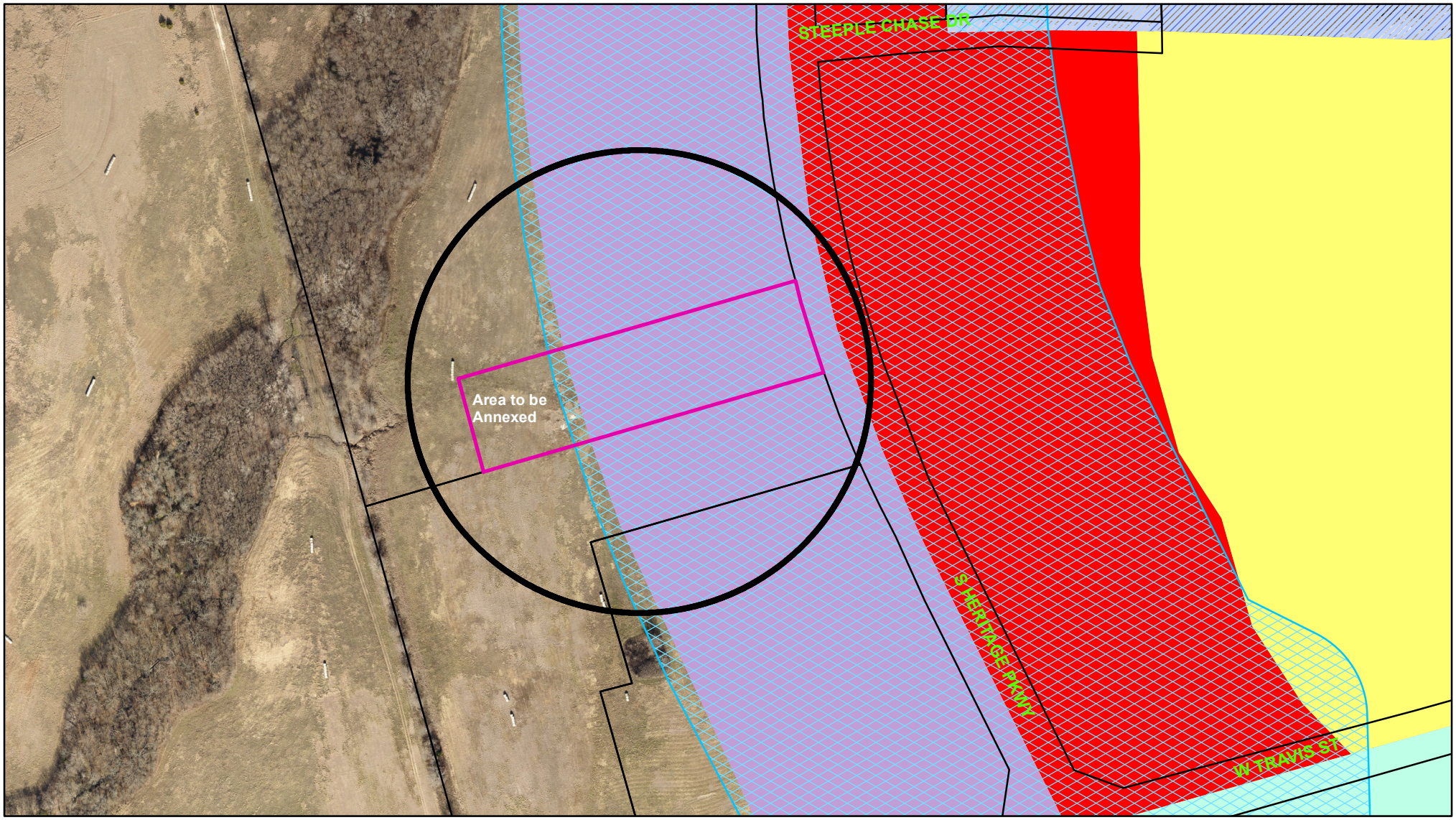
2602 South FM 1417 (Heritage Parkway)

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 1,000 ft



Zoning - 2602 South FM 1417 (Heritage Parkway)

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

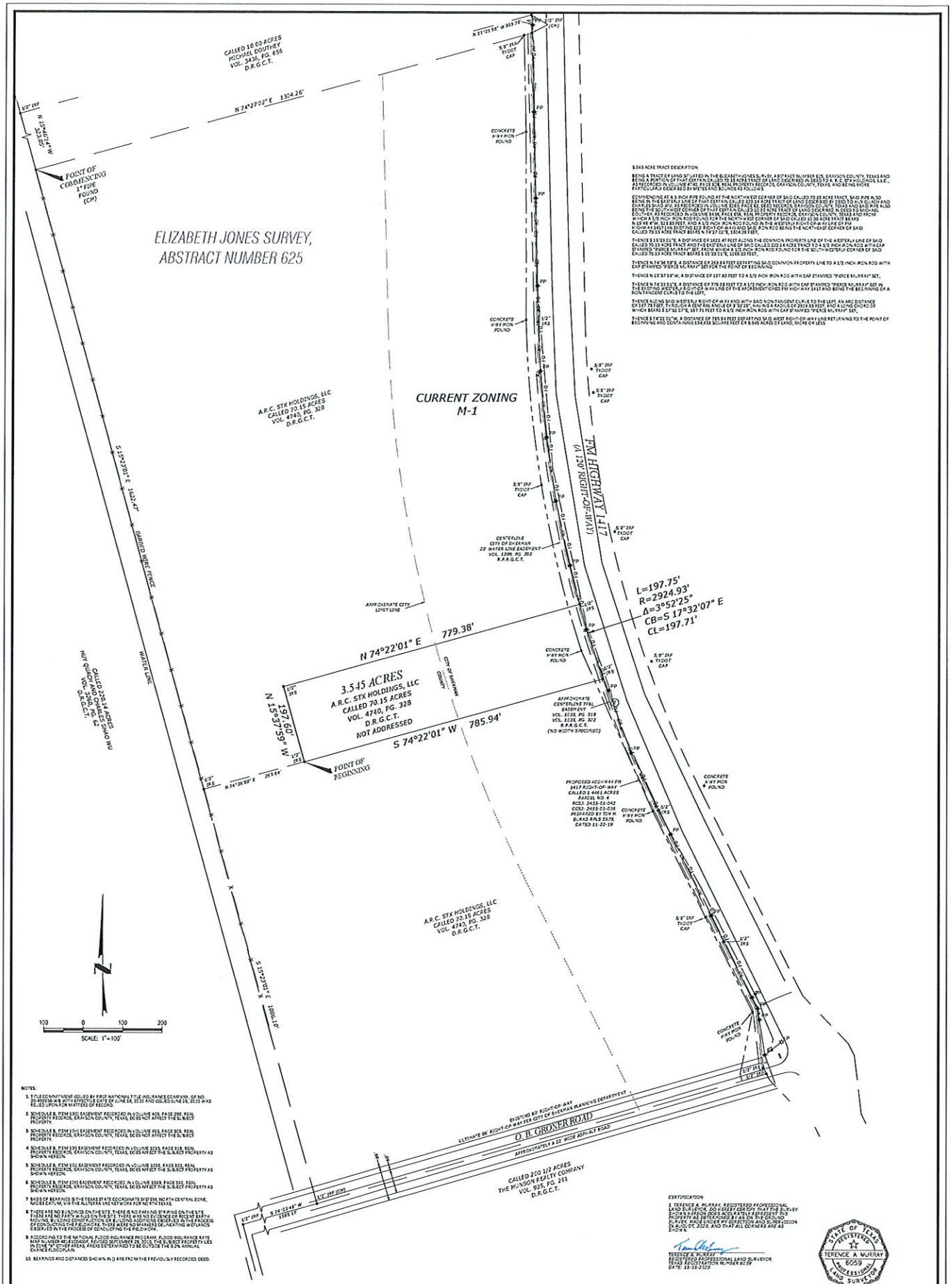
NOT TO SCALE

1 in = 300 ft

2400-2700 Blocks South FM 1417

(Heritage Parkway)

Nov 24, 2020 at 3:23 PM



3.545 ACRE TRACT DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 70.15 ACRE TRACT OF LAND DESCRIBED IN DEED TO A. R. C. STX HOLDINGS, LLC, AS RECORDED IN VOLUME 4740, PAGE 328, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID CALLED 70.15 ACRE TRACT, SAID POINT ALSO BEING IN THE EASTERLY LINE OF THAT CERTAIN CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO MICHAEL DOUTHEY AS RECORDED IN VOLUME 3436, PAGE 656, DEED RECORDS, GRAYSON COUNTY, TEXAS AND SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 10.03 ACRE TRACT OF LAND CONVEYED IN DEED TO MICHAEL DOUTHEY, AS RECORDED IN VOLUME 3436, PAGE 656, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS AND FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 10.00 ACRE TRACT BEARS N 15°49' 41" W, 323.83 FEET, AND A 1/2 INCH IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF FM 1417 (AN EXISTING 120' RIGHT-OF-WAY) AND S 15°37' 59" E, 1322.47 FEET, BEING THE NORTHEAST CORNER OF SAID CALLED 70.15 ACRE TRACT BEARS N 74°27'02" E, 1354.26 FEET;

THENCE S 15°37' 59" E, A DISTANCE OF 1322.47 FEET ALONG THE COMMON PROPERTY LINE OF THE WESTERN LINE OF SAID CALLED 70.15 ACRE TRACT AND THE EASTERN LINE OF SAID CALLED 220.14 ACRE TRACT TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET AT THE SOUTHWEST CORNER OF SAID CALLED 70.15 ACRE TRACT AND THE NORTHWEST CORNER OF SAID CALLED 220.14 ACRE TRACT, SAID IRON ROD FOUND FOR THE SOUTHWESTERLY CORNER OF SAID CALLED 70.15 ACRE TRACT BEARS S 15°37' 59" E, 1308.87 FEET;

THENCE N 74°38' 59" E, A DISTANCE OF 20.84 FEET DEPARTING SAID COMMON PROPERTY LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET FOR THE POINT OF BEGINNING;

THENCE N 15°37' 59" W, A DISTANCE OF 197.60 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE N 74°22' 01" E, A DISTANCE OF 779.38 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF FM 1417 (AN EXISTING 120' RIGHT-OF-WAY) AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY AND WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 197.75 FEET, THROUGH A CENTRAL ANGLE OF 3° 52' 25", HAVING A RADIUS OF 2924.93 FEET, AND A LONG CHORD OF WHICH BEARS S 17° 32' 07" E, 197.71 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET;

THENCE S 74° 22' 01" W, A DISTANCE OF 785.94 FEET DEPARTING SAID WEST RIGHT-OF-WAY LINE RETURNING TO THE POINT OF BEGINNING AND CONTAINING 154,431 SQUARE FEET OR 3.545 ACRES OF LAND, MORE OR LESS.

NOTES:

1. TITLE COMMITMENT ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, GF NO. 20-800336-IR WITH EFFECTIVE DATE OF JUNE 24, 2020 AND ISSUED ON JUNE 30, 2020 WAS RELIED UPON FOR MATTERS OF RECORD.
2. SCHEDULE B, ITEM 10(E) EASEMENT RECORDED IN VOLUME 459, PAGE 399, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
3. SCHEDULE B, ITEM 10(G) EASEMENT RECORDED IN VOLUME 459, PAGE 393, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.
4. SCHEDULE B, ITEM 10(I) EASEMENT RECORDED IN VOLUME 1339, PAGE 392, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
5. SCHEDULE B, ITEM 10(J) EASEMENT RECORDED IN VOLUME 1228, PAGE 322, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
6. SCHEDULE B, ITEM 10(K) EASEMENT RECORDED IN VOLUME 1339, PAGE 392, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AS SHOWN HEREON.
7. BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 EPOCH, VIA THE ALLTERRA VRS NETWORK FOR NORTH TEXAS.
8. THERE ARE NO BUILDINGS ON THE SITE. THERE ARE NO VISIBLE SIGNS OF RECENT EARTH MOVING, BUILDING CONSTRUCTION OR ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. THERE WERE NO CHANGES OR CHANGING RIGHTS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 48181C0405F, REVISED SEPTEMBER 26, 2008, THE SUBJECT PROPERTY LIES IN ZONE "X", OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
10. BEARINGS AND DISTANCES SHOWN IN () ARE FROM THE PREVIOUSLY RECORDED DEED.

LEGEND

IRF	IRON ROD FOUND
IRS	1/2" IRON ROD STAMPED "PIERCE MURRAY" SET
CM	CONTROLLING MONUMENT
⊙	GUYWIRE
● FP	POWER POLE
WV	WATER VALVE
T	TELEPHONE MANHOLE
PM	PIPELINE MARKER
LP	LIGHT POLE

CERTIFICATION

I, TERENCE A. MURRAY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DETERMINED BY ME DURING THE SURVEY PERFORMED BY ME OR UNDER MY DIRECTION AND SUPERVISION IN AUGUST, 2020, AND THAT ALL CORNERS ARE AS SHOWN.

TERENCE A. MURRAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6059
DATE: 10-16-2020

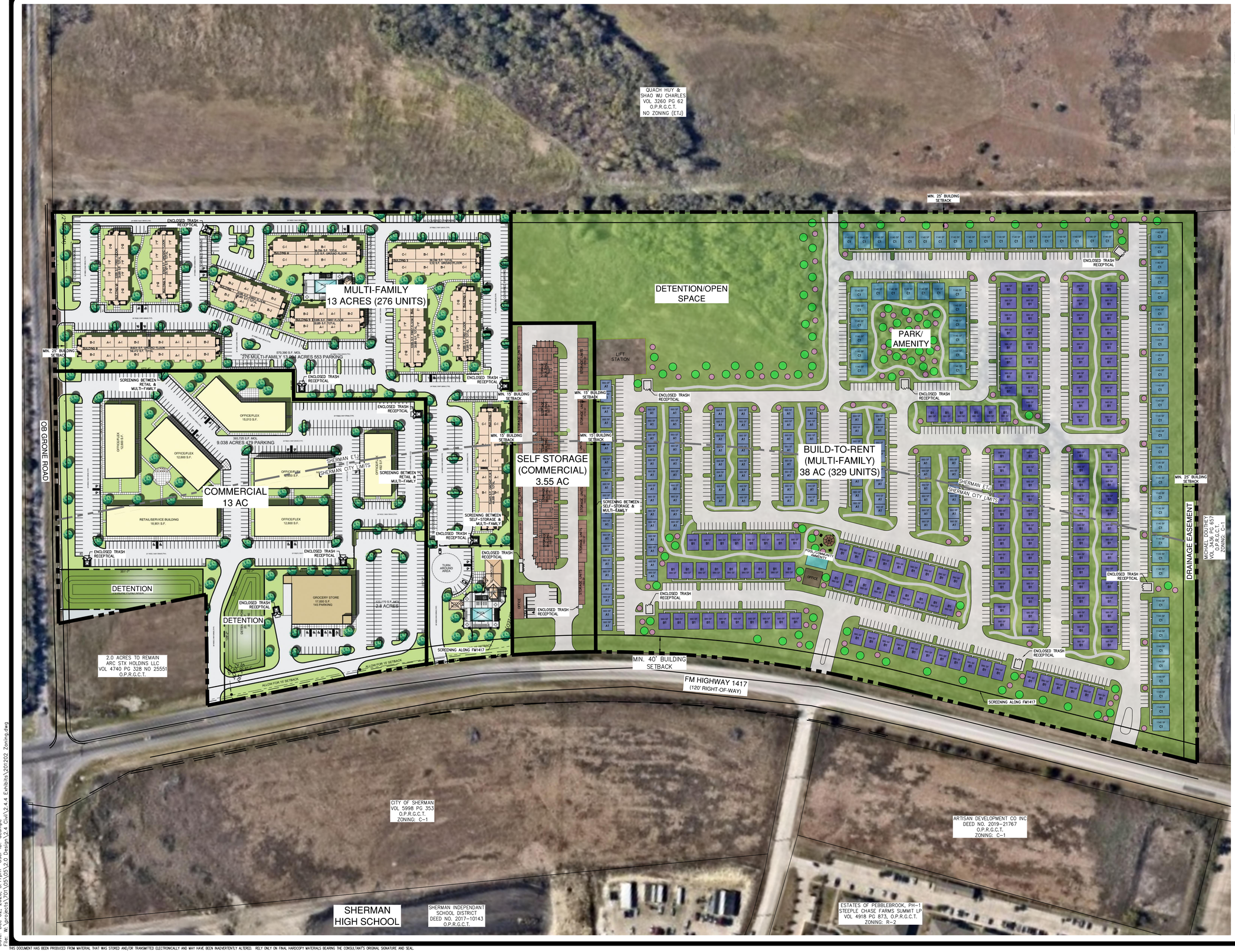
STATE OF TEXAS
REGISTERED
TERENCE A MURRAY
6059
LICENSED
LAND SURVEYOR

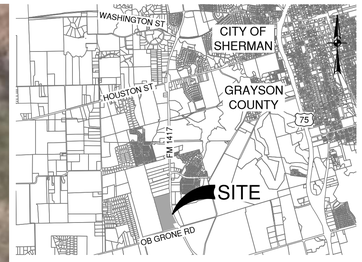
PAPE-DAWSON ENGINEERS

PIERCE-MURRAY LAND SOLUTIONS
Engineering & Surveying
810 TALLINE CIRCLE
TYLER, TEXAS 75703
(903) 539-3545
(903) 534-2209
TBPELS FIRM REGISTRATION NO. 10194437

A BOUNDARY SURVEY OF A 3.545 ACRE TRACT SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, GRAYSON COUNTY, TEXAS

DRAWN BY: TAN CHECKED BY: CDP DATE: 11-11-2020 JOB NO. 2008-072 TBPELS NO. 10194437 FILE: 2008-072 SUR BN2





LOCATION MAP

NOT-TO-SCALE

LEGEND

DEVELOPMENT BOUNDARY

LAND USE BOUNDARY

550 10' CONTOURS

ZONING	
CURRENT	M-1 & N/A
PROPOSED	C-1 W/ SUP (R-2 & SELF STORAGE)

BUILD-TO-RENT (MULTI-FAMILY)	
HARD SURFACE AREA	811,065 (18.6 AC)
LANDSCAPED AREA	846,119 (19.4 AC)
GROSS SF OF PROPERTY	165,7184 (38 AC)
TOTAL UNITS	329
REQUIRED PARKING	658 (MIN. 2/UNIT)
PARKING PROVIDED	850

UNITS	
A-1 (1BR)	104
B-1 (2BR)	158
C-1 (3BR)	67

SELF-STORAGE (COMMERCIAL)	
HARD SURFACE AREA	109,975 (2.50 AC)
LANDSCAPED AREA	45,648 (1.05 AC)
GROSS SF OF PROPERTY	155,623 (3.55 AC)
BUILDING SF (OFFICE)	2000 SF
REQUIRED PARKING (OFFICE)	5 (1/400 SF)
PARKING PROVIDED (OFFICE)	8
BUILDING SF (STORAGE)	47,050 SF
REQUIRED PARKING (STORAGE)	48 (1/1000 SF)
PARKING PROVIDED (STORAGE)	48

BUILDINGS	
CLIMATE	5
NON-CLIMATE	12
OFFICE	1

UNITS	
CLIMATE	200
NON-CLIMATE	120

MULTI-FAMILY	
HARD SURFACE AREA	374,413 SF (7.88 AC)
LANDSCAPED AREA	196,247 SF (4.5 AC)
GROSS SF OF PROPERTY	570,390 (13 AC)
TOTAL UNITS	276
REQUIRED PARKING	588 (MIN. 1/BR+ 2/UNIT)
PARKING PROVIDED	588

UNITS	
A-1 (1BR)	114
B-1 (2BR)	126
C-1 (3BR)	36

COMMERICAL	
HARD SURFACE AREA	417,523 SF (9.58 AC)
LANDSCAPED AREA	151,892 SF (3.48 AC)
GROSS SF OF PROPERTY	569,415 (13 AC)
TOTAL BUILDING SF	110,806 SF
REQUIRED PARKING	564 (1/200 SF)
PARKING PROVIDED	624

TDM
Tesch Development & Management Co., LLC
TESCH DEVELOPMENT
& MANAGEMENT CO., LLC
BOB TESCH, PRESIDENT
512-970-0530
Bob@TeschAssociates.com

SHERMAN HEIGHTS

SHERMAN, TEXAS

(68.1 ACRES)

SCALE: 1"= 100'

0' 100' 200' 300'

PAPE-DAWSON ENGINEERS
DALLAS I SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH
5810 TENNYSON PARKWAY, STE 425 I PLANO, TX 75024 I 214.420.8494
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10194390

Date: Dec 02, 2020, 5:17pm User ID: ocorrioe
File: W:\projects\701\05\05\v2.0 Design\2.4 Civil\2.4.4 Exhibits\201202 Zoning.dwg
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

STANDING SEAM METAL ROOF

Zinc Grey

JANUS INTERNATIONAL GROUP
(SELF STORAGE DOORS)

Silhouette Gray

FIBER CEMENT BOARD
PANELING/ ACCENTS & TRIM
PT-1

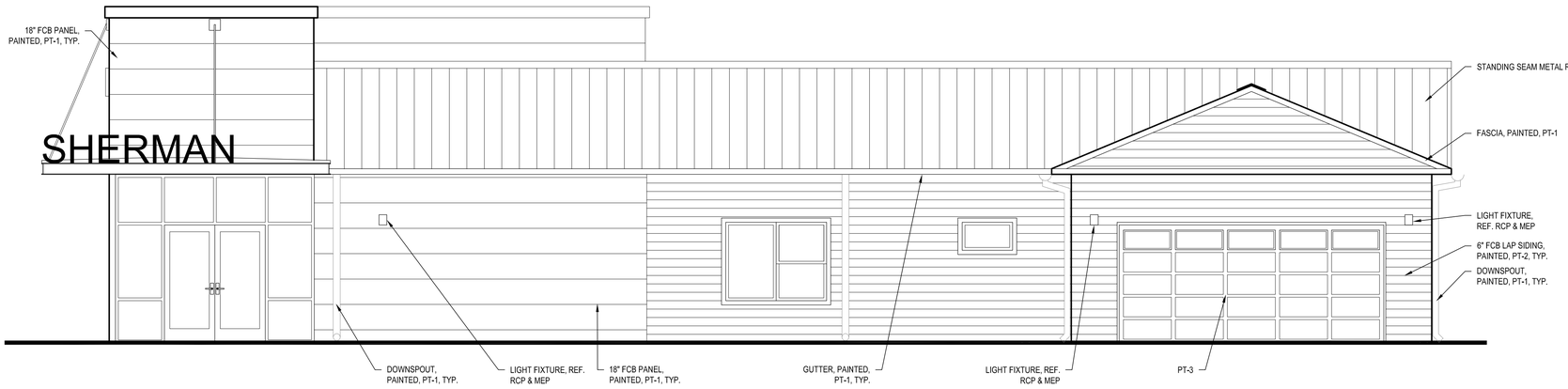
SW 7006
Extra White
Interior / Exterior
Location Number: 257-C1

FIBER CEMENT BOARD LAP SIDING/
AWNING
PT-2

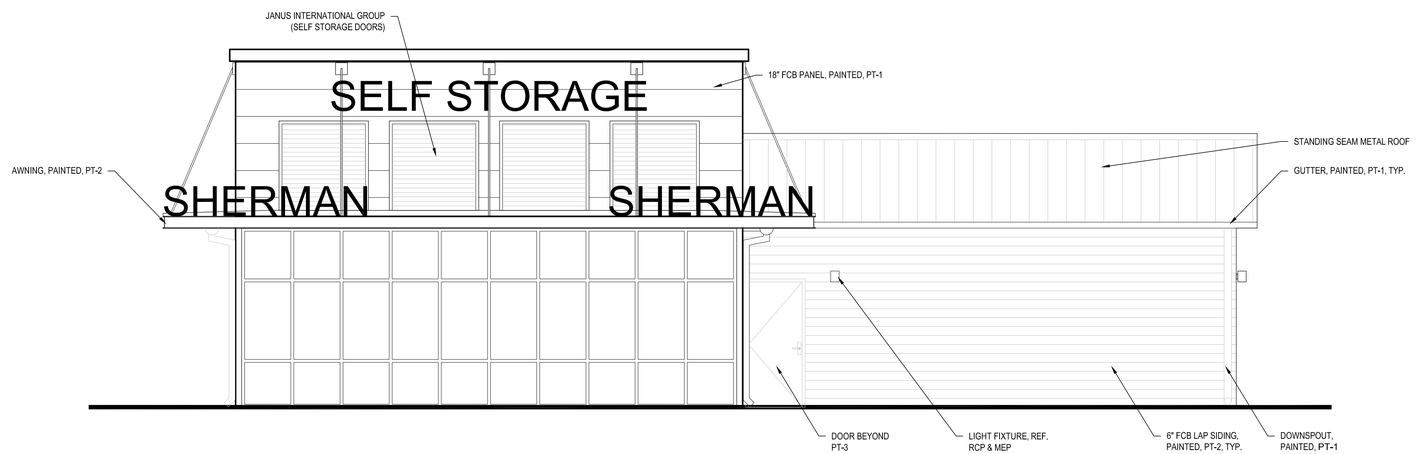
SW 7659
Gris
Interior / Exterior
Location Number: 238-C5

EXTERIOR DOORS
PT-3

SW 7008
Alabaster
Interior / Exterior
Location Number: 255-C2



02 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



01 EAST ELEVATION
SCALE: 1/4" = 1'-0"

hatch + ulland owen
a r c h i t e c t s

1010 East 11th Street
Austin, Texas 78702
T: 512.474.8548
F: 512.474.8643

www.huoarchitects.com

Civil Engineer:
Pape-Dawson Engineers, Inc.
5810 Tennyson Pkwy, Suite 425
Plano, TX 75024
(214) 420-8494

Structural Engineer:
Texas Design Interests (TDI)
6001 W. William Cannon Dr
Bldg. 2, Ste 203-C
Austin, TX 78749 (512) 301-3389

Mechanical, Electrical,
and Plumbing Engineer:
EEA Consulting Engineers
6615 Vuaght Ranch Rd. Suite 100
(512) 744-4400

SHERMAN HEIGHTS
2413 S. FM 1417
SHERMAN, TX 75090

JOB #20-031

NOTE: This document, the ideas and design incorporated herein are and shall remain the property of h+uo architects. These documents are not to be used or altered, in whole or in part, for other than the original intended use, nor are they to be assigned to any third party without written permission from h+uo architects.

NOTE: By act of submitting a bid for the proposed contract, the bidder warrants that the bidder, and all subcontractors and material suppliers he intends to use have carefully and thoroughly reviewed the drawings and specifications and other construction documents and have found them complete and free from any ambiguities and sufficient for the purpose intended. The bidder further warrants that to the best of their or their subcontractor's and material supplier's knowledge all materials and products specified or indicated herein are acceptable for all applicable codes and authorities.

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

RANDALL OWEN 11.24.2020

ISSUE DATES:	
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....	....
....	....
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....	....

EXTERIOR ELEVATIONS

A-201

STANDING SEAM METAL ROOF

Zinc Grey

JANUS INTERNATIONAL GROUP
(SELF STORAGE DOORS)

Silhouette Gray

FIBER CEMENT BOARD
PANELING/ ACCENTS & TRIM
PT-1

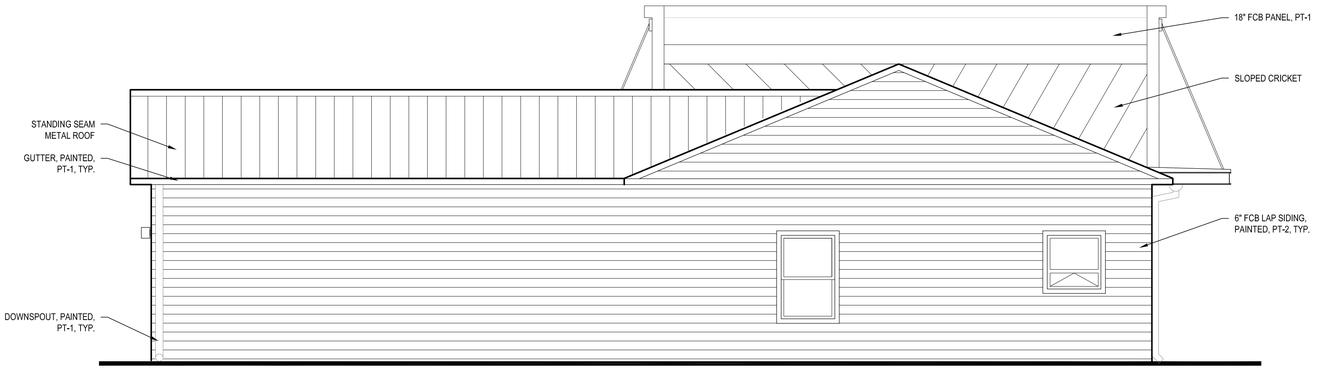
SW 7006
Extra White
Interior / Exterior
Location Number: 257-C1

FIBER CEMENT BOARD LAP SIDING
PT-2

SW 7659
Gris
Interior / Exterior
Location Number: 238-C5

EXTERIOR DOORS
PT-3

SW 7008
Alabaster
Interior / Exterior
Location Number: 255-C2



02 WEST ELEVATION
SCALE: 1/4" = 1'-0"

01 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

hatch + ulland owen
architects

1010 East 11th Street
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Structural Engineer:
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6615 Vuaght Ranch Rd. Suite 100
(512) 744-4400

SHERMAN HEIGHTS

2413 S. FM 1417
SHERMAN, TX 75090

JOB #20-031

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NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

RANDALL OWEN 11.24.2020

ISSUE DATES:	
1	....	....
2	....	....
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EXTERIOR ELEVATIONS

A-202

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

ARC STX Holdings, LLC
PO Box 451714
Laredo, TX 78045

Pape-Dawson Engineers
5810 Tennyson Parkway, Ste. 425
Plano, TX 75024

Robert Tesch
6950 TPC Drive, Ste. 110
McKinney, TX 75070

Pierce-Murray Land Solutions
800 Tallyho Cir
Tyler, TX 75703

Dear Applicants,

The request for a Specific Use Permit to allow a Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District located at 2602 South FM 1417 (Heritage Parkway) 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (FM Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
4. The parking ratio shall be; Storage - 1 space per 1,000 square foot; Office - 1 space per 400 square foot.
5. Driveways and parking are permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9' x 20'.
6. A minimum 6' fence is required abutting residentially zoned property.
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.
8. No outside parking or storage of dismantled, junk or inoperable vehicles, RV's, wrecks, tires or parts is allowed.
9. Onsite living quarters in the self-storage facility is not allowed unless approved for a Specific Use Permit by the City Council.
10. Violation of the ordinance granting a Specific Use Permit, including but not limited to violation of the conditions of any SUP, may result in termination the Specific Use Permit.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which

the Site Plan was approved.

12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. The approval of a Specific Use Permit shall be effective for a period of two (2) years from the date of approval, at the end of which time the Specific Use Permit shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

14. Platting of the subject property is required prior to development.
15. Additional Right of Way will be required upon platting.
16. Civil plans shall be submitted to City of Sherman Engineering Department for review and approval.
17. City sewer does not serve subject property. Extension of forced sewer main by developer is required.
18. Drive approach does not meet City and TxDOT standard. New drive approaches and sidewalks must conform to City of Sherman standards 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.
19. Location of trash receptors must be approved by the Public Works Department.
20. Entrances/Exits off FM 1417 will be Right-in, Right-out only.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

2602 SOUTH FM 1417 (HERITAGE PARKWAY)

The request of ARC STX Holdings, LLC (Owners), Tesch Development & Management Co., LLC, (Prospective Buyer), Robert Tesch (Representative), Pape-Dawson Engineers (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property at 2602 South FM 1417 (Heritage Parkway), being 3.545 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows;

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District.

Background:

The property is located at 2602 South FM 1417 (Heritage Parkway), the northwest corner of FM 1417 (Heritage Parkway) and O.B. Groner Road; across the highway from the new Sherman High School. A portion of the property (46.339 acres) is in the process of being annexed into the City Limits of Sherman and is scheduled for the December 7, 2020, City Council Meeting for adoption of the Ordinance. Another portion of property (21.799 acres) is zoned an M-1 (Light Manufacturing) District and located in the O-1.1 (FM 1417) Overlay District.

The owners are requesting to rezone the entire tract (68.1 acres) to a C-1 (Retail Business) District to create a mixed use development. They are requesting a Specific Use Permit to allow a storage facility on 3.55 acres of the development. The storage facility will include eighteen buildings, three hundred twenty units (320) with an overall 49,000 square foot. Screening will be provided abutting the residential.

Adjacent Zoning:

C-1 (Retail Business) District
M-1 (Light Manufacturing) District
Planned Development with Mixed Uses

Origination:

ARC STX Holdings, LLC (Owners)
Tesch Development & Management Co., LLC, (Prospective Buyer)
Robert Tesch (Representative)
Pape-Dawson Engineers (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

3

Objections Received:

0

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6350

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, generally located at 2151 West Moore Street, being 13.466 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; Grove Addition Development JV, Applicant; DFD Architects, Inc., Architect; and Underwood Drafting and Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00

Issue:

To consider the request of SSCGC Holdings, LLC (Owners), Grove Addition Development JV (Applicant), DFD Architects, Inc. (Architect), and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property at 2151 West Moore Street, being 13.466 acres in the Elizabeth Jones Survey, Abstract No. 625 for zone change approval from an R-1 (One Family Residential) District to an R-2 (Multi-Family Residential) District

Background:

The property is located at 2151 West Moore Street, between Park Avenue and West Steadman Street. The property is zoned an R-1 (One Family Residential) District.

The owners are requesting a zone change to an R-2 (Multi-Family Residential) District to construct The Grove Apartment Community. The project consists of twelve apartment buildings (192 units, 384 total bedrooms), six garages, twelve carports, a clubhouse and pool. The exterior of the buildings will be stone veneer with lap siding; and 441 parking spaces will be provided.

The owners were granted an exception to allow an 8’ wrought iron fence and 8’ privacy fence with masonry columns every 30’ in lieu of the required 6’ masonry perimeter wall in an R-2 (Multi-Family Residential) District at the December 15, 2020 Planning and Zoning Commission Meeting.

Origination:

SSCGC Holdings, LLC (Owners)
Grove Addition Development JV (Applicant)
DFD Architects, Inc. (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 zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6350
Exhibit A - Legal Description/Field Notes
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication
Email from William Beeghly

ORDINANCE NO. 6350

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, GENERALLY LOCATED AT 2151 WEST MOORE STREET, BEING 13.466 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNERS; GROVE ADDITION DEVELOPMENT JV, APPLICANT; DFD ARCHITECTS, INC., ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR); 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 proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the properties 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 properties as described in this Ordinance.

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

That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Legal Description/Field Notes**, generally located at 2151 West Moore Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property**.**

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

SECTION 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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

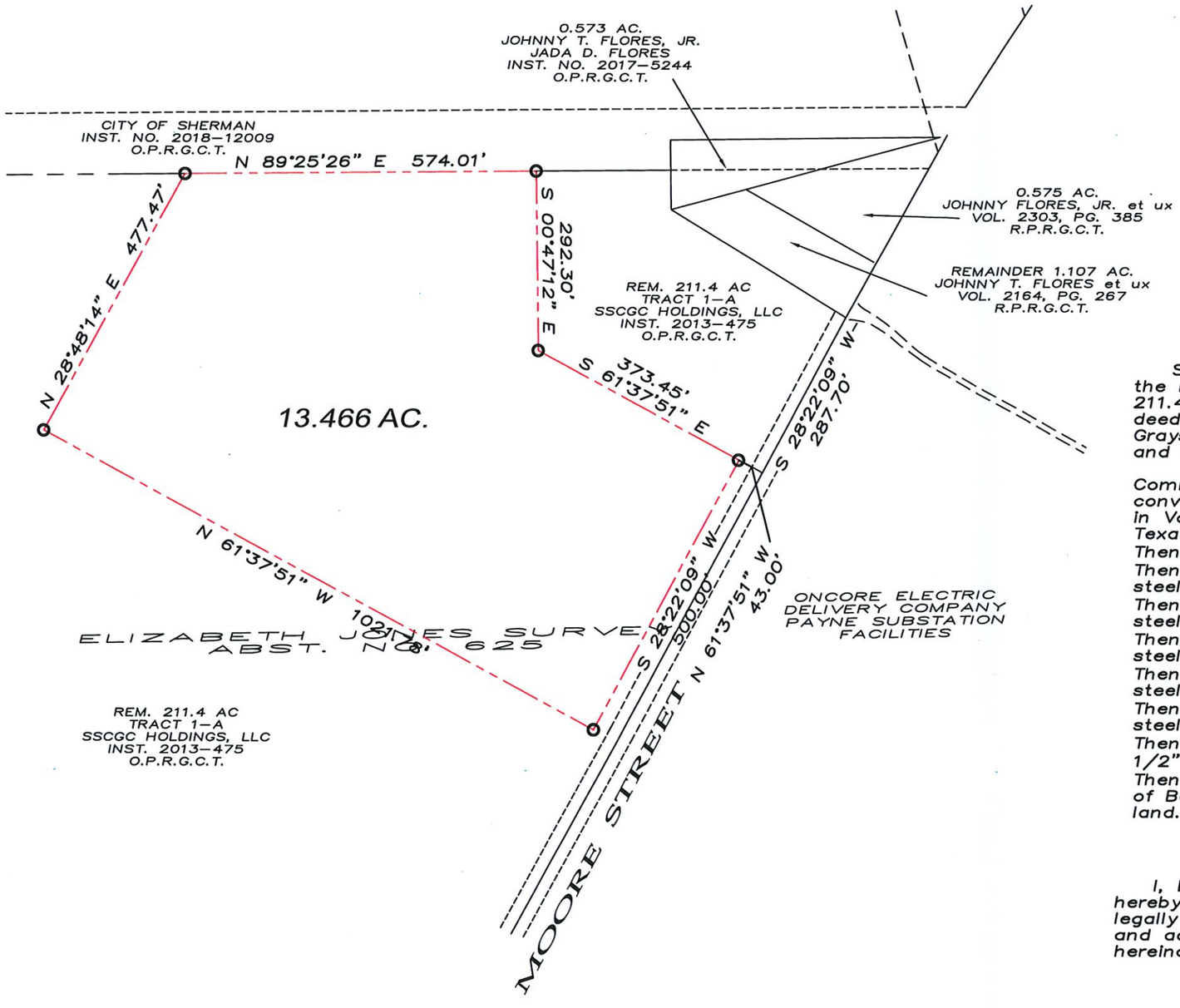
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
CITY ATTORNEY

JOB NO. 20110959
DFT: DWU



LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE

SCALE
1" = 200'

NORTH

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the 211.4 acre Tract 1-A of lands conveyed to SSCGC Holdings, LLC by deed of record in Instrument No. 2013-475, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the southwest corner of a 1.107 acre tract of land conveyed to Johnny T. Flores, Jr. and Jada D. Flores by deed of record in Volume 2164, Page 267, Real Property Records, Grayson County, Texas;
Thence South 28°22'09" West, a distance of 287.70 feet to a point;
Thence North 61°37'51" West, a distance of 43.00 feet to a set 1/2" steel rod at the True Point of Beginning;
Thence South 28°22'09" West, a distance of 500.00 feet to a set 1/2" steel rod;
Thence North 61°37'51" West, a distance of 1,021.78 feet to a set 1/2" steel rod;
Thence North 28°48'14" East, a distance of 477.47 feet to a set 1/2" steel rod;
Thence North 89°25'26" East, a distance of 574.01 feet to a set 1/2" steel rod;
Thence South 00°47'12" East, a distance of 292.30 erasefeet to a set 1/2" steel rod;
Thence South 61°37'51" East, a distance of 373.45 feet to the Point of Beginning and containing 13.466 acres or 586,568 square feet of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 11/18/2020

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

UNDERWOOD

DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION
13.466 AC TRACT

Situated *in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being a part of the 211.4 acre Tract 1-A of lands conveyed to SSCGC Holdings, LLC by deed of record in Instrument No. 2013-475, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:*

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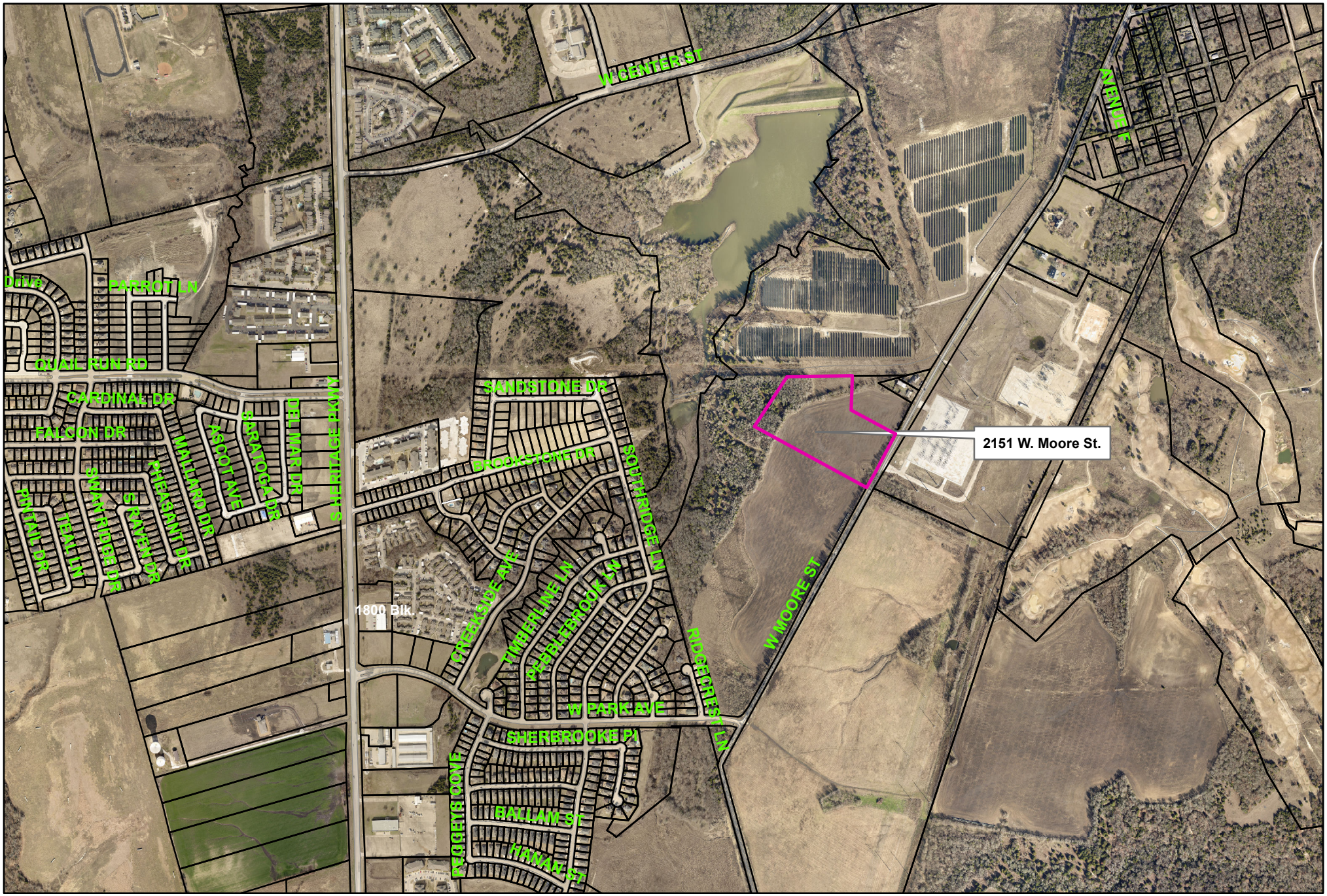
3404 INTERURBAN ROAD . DENISON, TEXAS 75021 . 903-465-2151 . FAX 903-465-2152



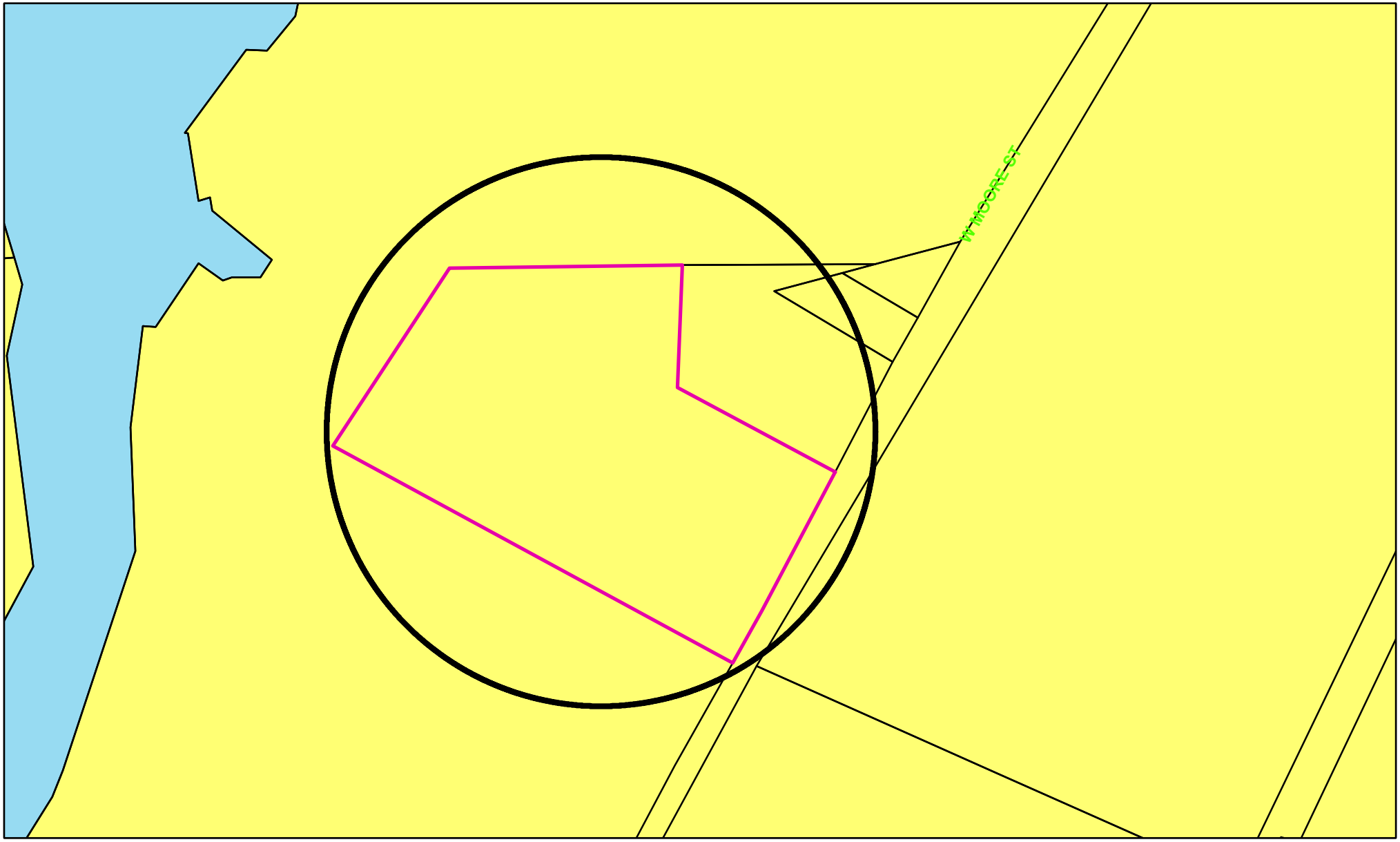
2151 West Moore Street

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 1,011 ft



Zoning - 2151 West Moore Street

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

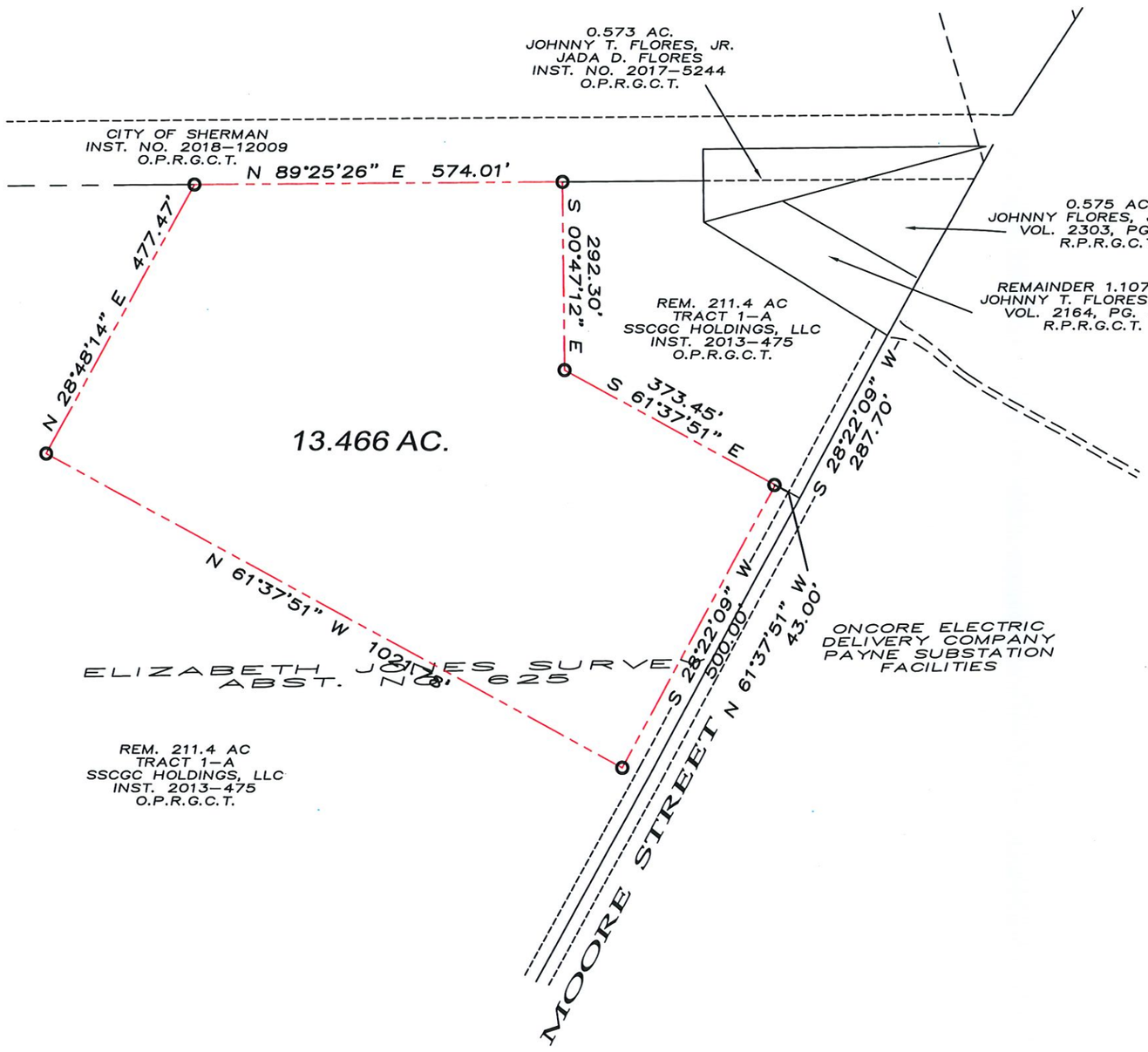
City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 300 ft

2151 West Moore Street

JOB NO. 20110959
DFT: DWU



LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE

SCALE
1" = 200'

NORTH

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 11/18/2020

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~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

NOTE: THERE IS A REQUIRED PARKING RATIO OF 2 PARKING SPACES TO ONE APARTMENT REQUIRING A TOTAL OF 384 SPACES. 447 SPACES ARE PROVIDED.

PROPERTY LINE: 574.01'

PROPERTY LINE: 292.30'

6' WROUGHT IRON FENCE

6' WROUGHT IRON FENCE

8' WOOD PRIVACY FENCE WITH MASONRY COLUMNS LOCATED EVERY 30'

5 CAR GARAGE

5 CAR GARAGE

PROPERTY LINE: 373.30'

APTS-11

APTS-12

APTS-10

APTS-7

APTS-4

APTS-5

APTS-9

APTS-6

APTS-3

APTS-8

APTS-2

APTS-1

8 PS
5 PS
12 PS
W/ CARPORTS
12 PS
15 PS
6 PS
W/ CARPORT
8 PS
6 PS
6 PS
W/ CARPORT
13 PS
12 PS
6 PS
W/ CARPORT
12 PS
8 PS

DUMPSTER

DUMPSTER

5 CAR GARAGE

5 PS
12 PS
7 PS
W/ CARPORT
11 PS
5 PS
15 PS
4 PS
7 PS
W/ CARPORT
14 PS
7 PS
W/ CARPORT
12 PS
6 PS
W/ CARPORT
5 PS
15 PS
9 PS
16 PS
9 PS
9 PS
9 PS
14 PS

6' WROUGHT IRON FENCE

N 28° 48' 14" E
477.47'

5 CAR GARAGE

PAVILION / POOL

CLUBHOUSE

MOORE ROAD

PROPERTY LINE: 500'

5 PS
5 PS
6 PS
W/ CARPORT
15 PS
18 PS
6 PS
9 PS
6 PS
W/ CARPORT
12 PS
12 PS
6 PS
W/ CARPORT
6 PS

8' WOOD PRIVACY FENCE WITH MASONRY COLUMNS LOCATED EVERY 30'

5 CAR GARAGE

DUMPSTER

5 CAR GARAGE

N 61° 37' 51" W
1021.78'

TRUE NORTH

1 PROPOSED SITE PLAN
SCALE: 1" = 40'-0"
0 20 40 80

FIRST ISSUED ON:
NOVEMBER 24, 2020

REGISTERED ARCHITECT
WILLIAM A. DAVIDSON
10418
STATE OF TEXAS

NOVEMBER 24, 2020

REVISIONS:

DFD ARCHITECTS INC
305 WEST WILLIS STREET
SUITE 101
LEANDER, TEXAS 78641
PHONE: 512.259.4175
WWW.DFDARCH.COM

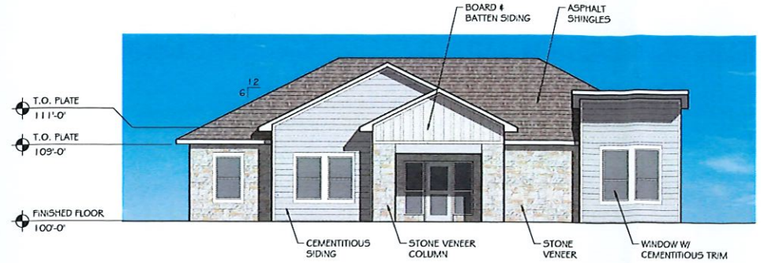
THE GROVE APARTMENT COMMUNITY

PROJECT LOCATION:
- W. MOORE ST.
SHERMAN, TEXAS 75092

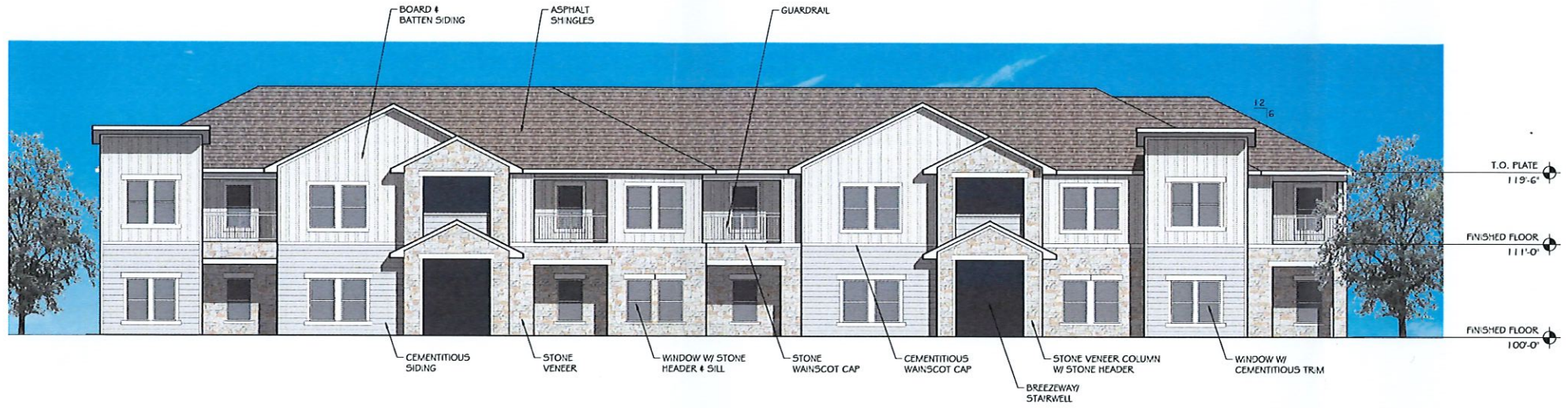
OWNER:
GROVE ADDITION DEVELOPMENT JOINT VENTURE
801 E. TAYLOR ST.
SHERMAN, TEXAS 75090

SITE PLAN

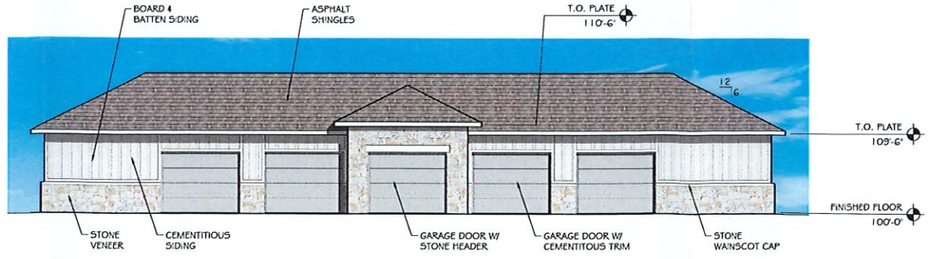
AS101



1 CLUB HOUSE (35% STONE)
SCALE: 1/8"=1'-0"



2 APARTMENT BUILDING (30% STONE)
SCALE: 1/8"=1'-0"



3 RESIDENT GARAGE (41% STONE)
SCALE: 1/8"=1'-0"

FIRST ISSUED ON:
NOVEMBER 18, 2020

REGISTERED ARCHITECT
WILLIAM A. DAVIES IV
16418
STATE OF TEXAS

NOVEMBER 18, 2020

REVISIONS:

DFD ARCHITECTS INC
305 WEST WILLIS STREET
SUITE 101
LEANDER, TEXAS 78641
PHONE: 512.259.4175
WWW.DFDARCH.COM

THE GROVE APARTMENT COMMUNITY

PROJECT LOCATION:
- W. MOORE ST.
SHERMAN, TEXAS 75092

OWNER:
GROVE ADDITION DEVELOPMENT JOINT VENTURE
801 E. TAYLOR ST.
SHERMAN, TEXAS 75090

EXTERIOR ELEVATIONS

A-801

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

December 8, 2020

SSCGC Holdings, LLC
4 Timber Creek
Sherman, TX 75092

DFD Architects, Inc.
305 West Willis St., Ste. 101
Leander, TX 78641

Grove Addition Development JV
Joe Gilbert
801 E. Taylor St.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, Texas 75020

Dear Applicants,

The request for a zone change from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District and site plan approval for The Grove Apartment Community located at 2151 West Moore Street 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. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District and the Residential Tree and Landscaping Ordinance.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. No building shall exceed the height of 45 feet unless an exception is granted.
4. Fire lanes and codes shall be coordinated with the Fire Marshal, (903.892.7267).
5. Parking is permitted on paved surfaces only (concrete and asphalt).
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'.
7. All required off-street parking shall be on private property and shall not encroach into the right-of-way.
8. The trash dumpster will need to be located inside the main building area and screened.
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Platting of the subject property is required prior to development.
12. Additional Right of Way will be required upon platting of property.
13. 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 plan to be shown on plat.
14. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
15. Internal water and sewer lines will be privately owned and maintained.
16. Development Agreement or Three Way Agreement required for Public Infrastructures.
17. Drive approach on Moore Street does not appear to meet City standard. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing is required from Engineering Department for review and approval prior to any work being done within public right of way.
18. Location of trash receptors must be approved by Public Works Department.
19. Location of fence/wall must not interfere with sight of traffic.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

2151 WEST MOORE STREET

The request of SSCGC Holdings, LLC (Owner), Grove Addition Development JV (Applicant), DFD Architects, Inc. (Architect) and Underwood Drafting and Surveying (Surveyor) concerning the property at 2151 West Moore Street, being 13.466 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

- Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District.
- Site plan approval The Grove Apartment Community.

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.3, Subsection (7) to allow an 8’ wrought iron fence and 8’ privacy fence with masonry columns every 30’ in lieu of the required 6’ masonry perimeter wall in an R-2 (Multi-Family Residential) District.

Background:

The property is located at 2151 West Moore Street between Park Avenue and West Steadman Street. The property is zoned an R-1 (One Family Residential) District.

The owner is requesting a zone change to an R-2 (Multi-Family Residential) District to construct The Grove Apartment Community. The project consists of twelve apartment buildings (192 units, 384 total bedrooms), six garages, twelve carports, a clubhouse and pool. The exterior of the buildings will be stone veneer with lap siding. 441 parking spaces will be provided. The owner is requesting an exception to allow a 6' wrought iron fence in lieu of the required 6' masonry perimeter wall surrounding the development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

SSCGC Holdings, LLC (Owner)
Grove Addition Development JV (Applicant)
DFD Architects, Inc. (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.

Number of notices mailed:

4

Objections Received:

0

Attachments

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

Reeves, Patsy

From: William Beeghly <creicorp@aol.com>
Sent: Friday, December 11, 2020 9:30 AM
To: Reeves, Patsy
Cc: Joe Gilbert
Subject: Townhome units

EXTERNAL EMAIL: - Avoid clicking on links or files - Be safe!

Hi Patsy,
I wanted to express my enthusiasm for development project on West Moore Street near West Park Avenue. I understand Joe Gilbert Construction is wanting to develop Townhome units, multi family and single family residential units in that area.
Additional housing is much needed in that area, and townhome units may offer lower cost housing for families moving into the area.
Kind Regards,

Andy Beeghly
TX CREI Corporation

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 01/04/2021
Prepared By: Teri Fine, Assistant to the City Manager
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6351
Amending Chapter 12 of the Code of Ordinances, entitled "Traffic and Vehicles", Article 12.05, entitled "Traffic-Control Signs, Signals and Devices", at Section 12.05.002; Deleting Section 12.05.004 in its Entirety; Authorizing the City Manager or His Designee to Place, Erect and Maintain Traffic Control Devices

Issue:

The proposed ordinance would amend the Code of Ordinances to grant the City Manager or his designee authority to enact traffic control devices.

Background:

City Attorney Ryan Pittman has advised that the City Council can grant the City Manager or his designee authority to place and enforce stop signs and other roadway signs and traffic control devices on City-controlled roadways without the Council having to adopt separate ordinances for each intersection.

Origination:

City Attorney Ryan Pittman
City Manager Robby Hefton

Financial Consideration:

None

Staff Recommendation:

It is recommended that the proposed ordinance be adopted.

Alternatives:

As the City Council directs

Attachments

Ordinance No. 6351

ORDINANCE NO. 6351

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES, ENTITLED "TRAFFIC AND VEHICLES", ARTICLE 12.05, ENTITLED "TRAFFIC-CONTROL SIGNS, SIGNALS AND DEVICES", AT SECTION 12.05.002; DELETING SECTION 12.05.004 IN ITS ENTIRETY; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PLACE, ERECT AND MAINTAIN TRAFFIC CONTROL DEVICES; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 12, Article 12.05 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended at Section 12.05.002, such section to read as follows:

Sec. 12.05.002 ~~General powers and duties of director relative to devices~~ *Traffic-control devices are authorized, placed or erected as provided*

~~The director of public services shall place and maintain traffic-control signs, signals and devices when and as required under this chapter to make effective the provisions of this chapter, and may place and maintain such additional traffic-control devices as he may deem necessary to regulate traffic under this chapter or under state law, or to guide or warn traffic. It shall be the duty of the director of public services to supervise the installation and proper timing and maintenance of traffic-control devices. (1991 Code, sec. 33-11)~~

(a) The city manager or his designee is authorized to place, erect and maintain such traffic control devices as he deems warranted in accordance with provisions or requirements of the "Texas Manual of Uniform Traffic-Control Devices" or as may be required by ordinances of the City.

(b) All existing traffic-control devices that have been placed or erected in general compliance with this article are hereby approved and ratified, and shall be considered as having been legally placed and/or erected.

(c) Traffic-control devices that are determined by the city manager or his designee or by the City Council to be no longer needed for the safety or welfare of the citizens of the City may be caused to be removed by the city manager or his designee.

(d) All traffic-control devices authorized, placed or erected by the state highway department on state highways are hereby adopted by the City Council.

SECTION 2. That Chapter 12, Article 12.05 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended to delete Section 12.05.004 in its entirety.

Sec. 12.05.004 ~~Ratification of existing devices~~ *Reserved*

~~All traffic control signs, signals, devices, and markings placed or installed prior to the adoption of this code and in use for the purpose of regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be official traffic control devices, provided such traffic control devices are not inconsistent with the provisions of this chapter or state law. (1991 Code, sec. 33-13)~~

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

SECTION 4. That 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 5. That the Code of Ordinances 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 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 7. 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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 11.**

Meeting Date: 01/04/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6342, 6343, 6344, 6345, 6346, 6347, 6348, 6349, 6350 and 6351

Issue:

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6342**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Preschool in an R-1 (One Family Residential) District/College Park Overlay District on property located at 1318 North Luckett Street, being Lot 2R, Block 5, Replat Mildred Heights Addition, Block 5, Lots 1R and 2R (Lennie and Lisa Lundervold, Owners; and Preston Trail Land Surveying, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6343**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow an Automobile Restoration Center with Paint Booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District on property located at 2500 Texoma Parkway, being 5.919 acres in the Reuben Hendrix Survey, Abstract No. 504 (RFJ Auto Properties, LLC, Owner; and Alan Kainrad, Diamond K Contractors, Representative/General Contractor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6344**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Residential Duplex in an R-1 (One-Family Residential) District on property located at 405 West McLain Street, being Lot 1, Block 1, Paul D. Cravens Addition (Jose Menjivar, Owner; and James Green, Representative/General Contractor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6345**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow Residential Townhomes in a C-O (Office) District on property located at 2708 West Lamberth Road, being Lot 17, The Gardens at O'Hanlon Ranch (Lamberth Crossing Joint Venture, Owner; and D2L Designs, LLC, Designer); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6346**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the C-1 (Retail Business) District, generally located in the 2400-2700 blocks of South F.M. 1417 (Heritage Parkway), Tract 1 being 46.339 acres of land in the Elizabeth Jones Survey, Abstract No. 625, and Tract 2 being 21.799 acres of land in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing for a Penalty not to Exceed $2,000.00

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6347**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow Multi-Family Apartments in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2610 South F.M. 1417 (Heritage Parkway), being 13.022 acres in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6348**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Multi-Family Development (329 units) in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2500 South F.M. 1417 (Heritage Parkway), being 38.585 acres of land in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6349**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, so as to Grant a Specific Use Permit to allow a Storage Facility in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District on property located at 2602 South F.M. 1417 (Heritage Parkway), being 3.545 acres in the Elizabeth Jones Survey, Abstract No. 625 (ARC STX Holdings, LLC, Owner; Tesch Development & Management Co., LLC, Prospective Buyer; Robert Tesch, Representative; Pape-Dawson Engineers, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing that this Specific Use Permit shall be Granted Subject to Certain Conditions; Providing a Penalty not to Exceed $2,000.00

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6350**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, generally located at 2151 West Moore Street, being 13.466 acres in the Elizabeth Jones Survey, Abstract No. 625 (SSCGC Holdings, LLC, Owners; Grove Addition Development JV, Applicant; DFD Architects, Inc., Architect; and Underwood Drafting and Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6351**

Amending Chapter 12 of the Code of Ordinances, entitled "Traffic and Vehicles", Article 12.05, entitled "Traffic-Control Signs, Signals and Devices", at Section 12.05.002; Deleting Section 12.05.004 in its Entirety; Authorizing the City Manager or His Designee to Place, Erect and Maintain Traffic Control Devices

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 01/04/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6678

Approving and Authorizing Execution of a Master Development Agreement among the CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY HOTEL GROUP, LLC and CFP SHERMAN, LLC for the Development, Design and Construction of an Estimated 80-bed Acute Care Hospital and Appropriate Site Amenities Supporting the Same within the City of Sherman, Texas

Issue:

A Master Development Agreement to facilitate the development, design, and construction of an estimated 80-bed acute care hospital on twelve acres of land near the Sherman Crossroads development.

Background:

In cooperation with IVY HOTEL GROUP, LLC, (IHG) a Texas limited liability company, CFP SHERMAN, LLC, (CFP) a Minnesota nonprofit limited liability company, proposes to develop, design and construct an estimated 80-bed acute care hospital and site amenities to serve the hospital in the Crossroads Development area, north of West Travis Street and west of U.S. Highway 75. This proposed site is just north of the recently constructed medical office building in Sherman Crossroads.

Through this Agreement, the CITY OF SHERMAN along with CROSSROADS HOSPITAL DEVELOPMENT LLC, a Texas limited liability company, agree to participate with CFP and IHG through the pre-development phase. This Agreement calls for financial participation from various stakeholders in the form of a non-recourse loan to CFP to allow them to complete the pre-development phase of this project. The pre-development phase is expected to be completed by late 2021. Upon successful completion of the pre-development phase, CFP would issue bonds to be used for the construction of the facilities and would retain ownership of the facilities throughout the duration of the project. The bond proceeds would be used to repay the City for its loan to CFP, which will bear an annual interest rate of five percent (5%).

Origination:

City Manager's Office

Financial Consideration:

The City's participation in this project will be limited to an initial cash contribution of between $525,000 and $737,500 in the form of a non-recourse loan to CFP, repayable when the construction bonds are issued by CFP. The City's final contribution is dependent upon total final pre-development costs. When the hospital project is completed, it is expected to generate over $1.1 million annually in incremental property tax and utility revenues to the City.

Staff Recommendation:

Staff recommends approval and acceptance of the Master Development Agreement with CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY HOTEL GROUP, LLC and CFP SHERMAN, LLC.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6678

RESOLUTION NO. 6678

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A MASTER DEVELOPMENT AGREEMENT AMONG THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY HOTEL GROUP, LLC AND CFP SHERMAN, LLC FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby approves and accepts the Master Development Agreement to facilitate the development, design and construction of an estimated 80-bed acute care hospital on twelve acres of land near the Sherman Crossroads development in Sherman, Texas.

SECTION 2. 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 Master Development Agreement with Crossroads Hospital Development LLC, Ivy Hotel Group, LLC and CFP Sherman, LLC for the development, design and construction of the acute care hospital and appropriate site amenities supporting the same, in accordance with all contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

[*The remainder of this page intentionally left blank*.]

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 01/04/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6679

Approving and Authorizing Execution of a Predevelopment Loan Agreement among CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., PHOENIX INDUSTRIAL DEVELOPMENT AUTHORITY, and E4 ARCHITECTURE for the Commitment of Funds for Predevelopment Expenses related to the Development, Design and Construction of an Estimated 80-bed Acute Care Hospital and Appropriate Site Amenities Supporting the Same within the City of Sherman, Texas

Issue:

A Predevelopment Loan Agreement (PLA) to provide funding for the development, design and construction of an estimated 80-bed acute care hospital on twelve acres of land near the Sherman Crossroads development

Background:

In cooperation with IVY HOTEL GROUP, LLC, (IHG) a Texas limited liability company, CFP SHERMAN, LLC, (CFP) a Minnesota nonprofit limited liability company, proposes to develop, design and construct an estimated 80-bed acute care hospital and site amenities to serve the hospital in the Crossroads Development area, north of West Travis Street and west of U.S. Highway 75. This proposed site is just north of the recently constructed medical office building in Sherman Crossroads.

Through this PLA, the CITY OF SHERMAN along with CROSSROADS HOSPITAL DEVELOPMENT LLC, a Texas limited liability company, and various other parties agree to participate with CFP and IHG through the pre-development phase. This Agreement calls for financial participation in the form of a non-recourse loan from the various stakeholders to CFP to allow them to complete the pre-development phase of this project. The pre-development phase is expected to be completed by late 2021. Upon successful completion of the pre-development phase, CFP would issue bonds to be used for the construction of the facilities, and would retain ownership of the facilities throughout the duration of the project. The funds contributed by the City would be repaid upon issuance of construction financing (tax exempt bonds) by CFP at an annual interest rate of five percent (5%).

Origination:

City Manager's Office

Financial Consideration:

The City's participation in this project will be limited to an initial cash contribution of between $525,000 and $737,500 that will be in the form of a non-recourse loan, repayable to the City upon issuance of debt by CFP. The City's final contribution amount is dependent upon total final pre-development costs. When the hospital project is completed, it is expected to generate over $1.1 million annually in incremental property tax and utility revenues to the City.

Staff Recommendation:

Staff recommends approval and acceptance of the Predevelopment Loan Agreement with the parties.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6679

RESOLUTION NO. 6679

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A PREDEVELOPMENT LOAN AGREEMENT AMONG CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., PHOENIX INDUSTRIAL DEVELOPMENT AUTHORITY, AND E4 ARCHITECTURE FOR THE COMMITMENT OF FUNDS FOR PREDEVELOPMENT EXPENSES RELATED FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN 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 Council of the City of Sherman, Texas, hereby approves and accepts the Predevelopment Loan Agreement committing funds to facilitate the development, design and construction of an estimated 80-bed acute care hospital and appropriate site amenities supporting the same on twelve acres of land near the Sherman Crossroads development in Sherman, Texas.

SECTION 2. 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 Predevelopment Loan Agreement among CFP Sherman, LLC, The City Of Sherman, Texas, Crossroads Hospital Development, LLC, Ivy Hotel Group, LLC, AP Gulf States, Inc., Phoenix Industrial Development Authority, and E4 Architecture for the commitment of funds for predevelopment expenses related to the development, design and construction of the acute care hospital and appropriate site amenities supporting the same, in accordance with all contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

[*The remainder of this page intentionally left blank*.]

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 01/04/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6650 (TABLED AT THE SEPTEMBER 21, 2020 CITY COUNCIL MEETING)

Authorizing Execution of a Development Agreement between the City of Sherman and Brown Lewisville Railroad Family First LP for the Construction of Public Facilities for 695 Highway 11, Sherman, TX, in the City of Sherman's Extra Territorial Jurisdiction (ETJ)

Issue:

This item was tabled at the September 21, 2020 City Council meeting. A motion and order are required to remove the item from the table and permit its discussion.

The construction of public facilities for 695 Highway 11, Sherman, TX in the City of Sherman's ETJ

Background:

Big City Crushed Concrete, owned by Brown Lewisville Railroad Family First LP, is building a production facility at 695 Highway 11 within the City of Sherman's ETJ. In order for Big City Crushed Concrete to connect to the City's water system for their operations, they propose to extend approximately 1,440 linear feet of water main along Highway 11. The City of Sherman is requesting the line be oversized for future demands and is participating in some of the additional upgrade costs per this agreement. This agreement also sets a discounted contract price to the City of Sherman for crushed concrete through 2030. Also as part of this agreement, the owner will voluntarily annex when the city limits are adjacent to their property.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for testing of public infrastructure of such water line will include a contribution by the City of up to 30% of the total engineering design costs and construction installation costs, not to exceed a total of $62,537.50. The City shall also waive the engineering plan review, inspection, and testing fee of $5,853.75. Funding for this project is available in the Utility Capital Improvements Program (CIP) Fund.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement

Alternatives:

As directed by City Council

Attachments

Resolution No. 6650
Development Agreement
Aerial Location Map

RESOLUTION NO. 6650

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND BROWN LEWISVILLE RAILROAD FAMILY FIRST LP FOR THE CONSTRUCTION OF PUBLIC FACILITIES FOR 695 HIGHWAY 11, SHERMAN, TX, IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Brown Lewisville Railroad Family First LP for the construction of public facilities for 695 Highway 11, Sherman, TX, in the City of Sherman's Extra Territorial Jurisdiction (ETJ), 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.

PASSED AND APPROVED 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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND BROWN LEWISVILLE RAILROAD FAMILY FIRST LP

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 4th 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 Brown Lewisville Railroad Family First LP ("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 within the City of Sherman, Texas Extraterritorial Jurisdiction (ETJ), and described to the City by the Developer as 695 Highway 11, Sherman, TX, 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 December 7, 2021, 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. The Developer shall extend approximately 1,440 linear feet of water main to serve the Property.

B. The City desires the water main extension referenced in paragraph "A" above to be a 12-inch oversized main.

C. The City agrees to contribute up to 30% of the total engineering design costs for the water main in an amount not to exceed $4,000.00.

D. The City agrees to contribute up to 30% of the total construction installation cost to offset some of the difference between an 8-inch and 12-inch water main in an amount not to exceed $58,537.50.

E. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

F. The City shall waive the engineering plan review, inspection, and testing fee of $5,853.75.

G. 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.

H. 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.

I. City agrees to charge the Developer the same water rate for the Property as charged to users within the City limits.

J. When the City of Sherman City limits extend to a land parcel adjacent to the Property, the Developer shall voluntarily annex into the City of Sherman, if requested by the City to annex.

K. The City of Sherman will close its yard from receiving recycled concrete or asphalt at least through 2030. The City of Sherman is entitled to purchase up to 11,000 tons of crushed concrete from the Developer at a rate of $7.00 per ton or the market rate, whichever is less, until 2025. The City of Sherman is entitled to purchase up to 15,000 tons of crushed concrete from the Developer at a rate of $8.50 per ton or the market rate, whichever is less, from 2026 to 2030. A discounted crushed concrete rate for the City of Sherman after 2030 will be subject to negation between both parties. The City of Sherman shall not resell any material bought at a discounted rate from Developer and will only be used for self-performed work.

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: Brown Lewisville Railroad Family First LP
DESIGNEE: Michael Richard
ADDRESS: P.O. Box 29816
Dallas, TX 75229
PHONE: 972-243-5820
FAX: 972-243-4353

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 24 day of December 2020, with an original to each party.

Developer: **Brown Lewisville Railroad Family First LP**

BY: _____
NAME: Michael Richard
TITLE: Vice President

ATTEST:

BY: _____
NAME: Mason C. Brown III (Trey)
TITLE: V.P.

CITY: **CITY OF SHERMAN**

BY: _____
NAME: Robby Hefton
TITLE: City Manager

ATTEST:

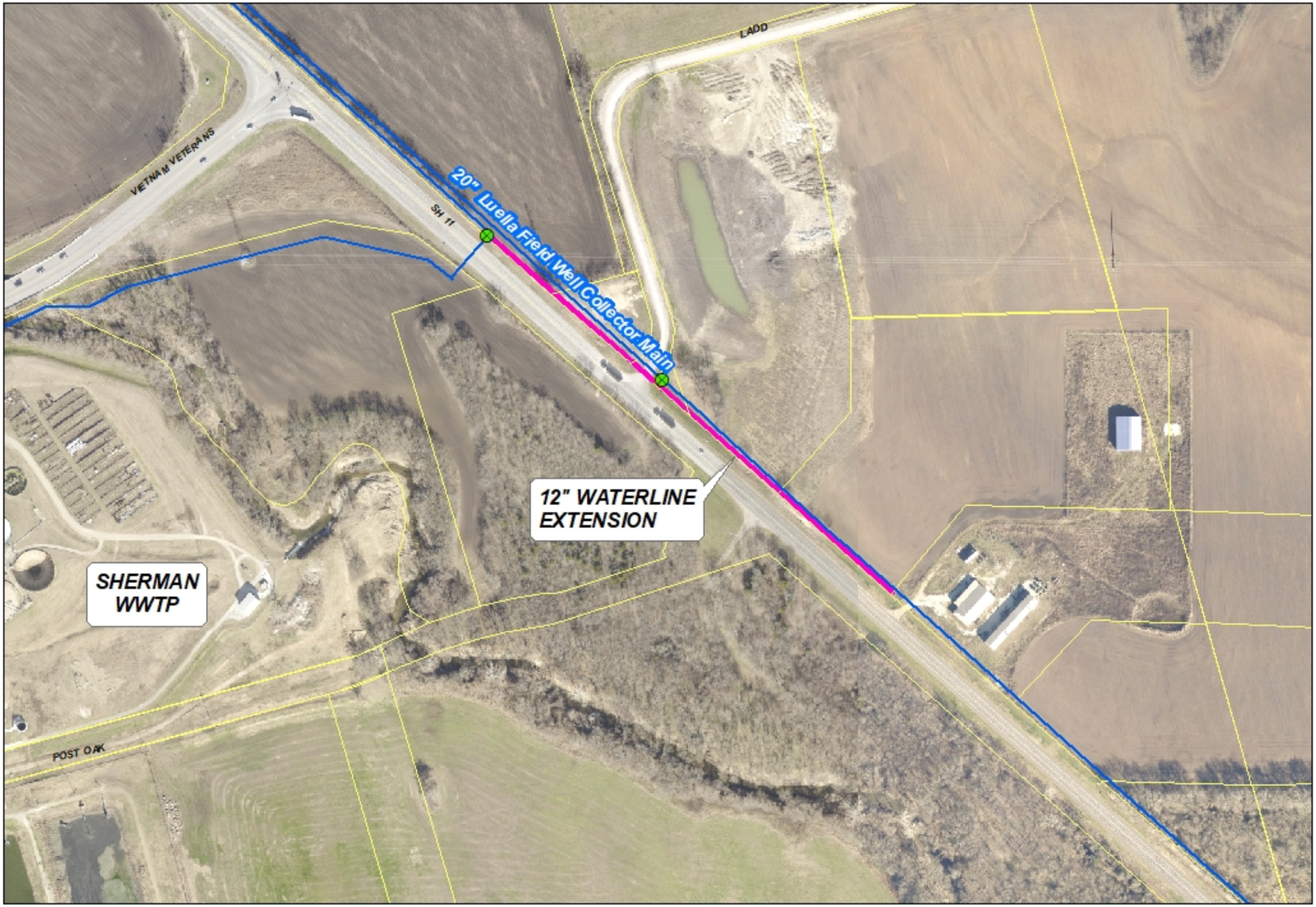
BY: _____
NAME: Linda Ashby
TITLE: City Clerk

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



Sherman
ENGINEERING DEPT
220 W. MULBERRY
SHERMAN, TX 75090

BIG CITY CRUSHED CONCRETE
12" WATERLINE EXTENSION

1 inch = 300 feet

N

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 01/04/2021
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6680***

Approving an Amendment to the Composition of the Animal Control Advisory Committee; Providing for its Membership and Terms of Office; Allowing its Organization and Structure

Issue:

To consider an amendment to the membership of the Animal Control Advisory Committee (ACAC) pursuant to the provisions of Section 823.005 of the Texas Health and Safety Code

Background:

On February 12, 2020, the City Council approved the creation of an Animal Services Advisory Committee. The resolution adopted called for the Animal Services Manager to be on the committee. City staff has since changed the structure of Animal Services and no longer has the position of Animal Services Manager. The Police Department now oversees Animal Services; and the Animal Services Supervisor now manages the day-to-day operations of Animal Services. This Resolution clarifies the changes in titles within the ACAC to reflect the new operating structure.

Origination:

Animal Control Advisory Committee
Police Chief Zachary Flores

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is the staff's recommendation that the City Council approve the Resolution restating the title of the Animal Services Manager to Animal Services Supervisor.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No. 6680
Resolution No. 6593
Application for Board or Commission Membership

RESOLUTION NO. 6680

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AN AMENDMENT TO THE COMPOSITION OF THE ANIMAL CONTROL ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP AND TERMS OF OFFICE; ALLOWING ITS ORGANIZATION AND STRUCTURE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, at the February 12, 2020 meeting, the City Council of the City of Sherman, Texas, created an Animal Control Advisory Committee to serve in an advisory capacity to assist the City's Animal Control Department in compliance with city and state regulations concerning the operation of the City's Animal Control facility; and

WHEREAS, the Animal Control Advisory Committee recommends that their membership be amended to restate the title of the City of Sherman Animal Services Manager to the City of Sherman Animal Services Supervisor;

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

SECTION 1. That there is hereby created the Animal Control Advisory Committee of the City of Sherman, Texas, to assist the City in communicating awareness to the citizens of Sherman regarding the services, procedures, and compliance with state regulations concerning the operation of animal shelters and coordinating review of programs and services to make recommendations for improvements in those programs and services to better serve the community. The Committee shall be advisory in nature and shall not have any responsibility or authority over any board, commission, public official or employee of the City. The Animal Control Advisory Committee shall consist of eight (8) members appointed by the City Council as follows: one (1) licensed veterinarian; one (1) municipal official; one (1) person whose duties include the daily operation of an animal shelter and serves as the City of Sherman Animal Services Supervisor; one (1) representative from an animal welfare organization; and four (4) people who reside in the city limits.

SECTION 2. That the Committee shall elect its own officers, may establish its own procedural rules, and may adopt by-laws for the conducting of its business, to the extent that such by-laws do not conflict with the Charter and Code of Ordinances of the City of Sherman. Further, the Committee shall establish the term of office for its members that does not exceed the three (3) year limit set forth in the Sherman City Charter and Code of Ordinances.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

RESOLUTION NO. 6593

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING AN ANIMAL CONTROL ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP AND TERMS OF OFFICE; ALLOWING ITS ORGANIZATION AND STRUCTURE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to create an Animal Control Advisory Committee to serve in an advisory capacity to assist the City's Animal Control Department in compliance with city and state regulations concerning the operation of the City's Animal Control facility;

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

SECTION 1. That there is hereby created the Animal Control Advisory Committee of the City of Sherman, Texas, to assist the City in communicating awareness to the citizens of Sherman regarding the services, procedures, and compliance with state regulations concerning the operation of animal shelters and coordinating review of programs and services to make recommendations for improvements in those programs and services to better serve the community. The Committee shall be advisory in nature and shall not have any responsibility or authority over any board, commission, public official or employee of the City. The Animal Control Advisory Committee shall consist of eight (8) members appointed by the City Council as follows: one (1) licensed veterinarian; one (1) municipal official; one (1) person whose duties include the daily operation of an animal shelter and serves as the City of Sherman Animal Services Manager; one (1) representative from an animal welfare organization; and four (4) people who reside in the city limits.

SECTION 2. That the Committee shall elect its own officers, may establish its own procedural rules, and may adopt by-laws for the conducting of its business, to the extent that such by-laws do not conflict with the Charter and Code of Ordinances of the City of Sherman. Further, the Committee shall establish the term of office for its members that does not exceed the three (3) year limit set forth in the Sherman City Charter and Code of Ordinances.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: _____

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: _____

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: _____	Business Name: _____
Mailing Address: _____	Occupation: _____
Telephone: _____ Fax: _____	Address: _____
E-Mail: _____	Telephone: _____ Fax: _____
Sherman Resident for _____ years County: _____	E-Mail: _____
Drivers License No.: _____	
Voter Registration No.: _____	

Which Council District do you live in? *(see attached map)* _____

Prior work experience: *(please include dates)*

_____

_____

_____

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

_____

_____

_____

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☐ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

_____

_____

_____

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☐ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?

_____

_____

_____

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1)_____

_____

_____

_____

_____

2)_____

_____

_____

_____

_____

3)_____

_____

_____

_____

_____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

_____

_____

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

_____

_____

_____

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☐ No

Comments:_____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* _____

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 01/04/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6681***

Authorizing Execution of an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the Relocation of Overhead Electric Supply along the Highway 75 South Service Road at Highway 56 in the City of Sherman, Texas

Issue:

Authorizing the City Manager to execute an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the relocation of overhead electric supply along the Highway 75 South service road at Highway 56

Background:

The Texas Department of Transportation (TxDOT) is currently under construction on the Highway 75 project. As a part of this project, Oncor Electric Delivery must relocate existing utility poles out of the right of way. This relocation requires an easement from the City of Sherman as the proposed relocation lies within City owned property.

Origination:

Oncor Electric Delivery Company, LLC
Engineering Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Easement and the Easement for Temporary Working Space be approved and that the City Manager be authorized to execute the documents.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6681
Easement
Easement for Temporary Working Space
Aerial Location Map

RESOLUTION NO. 6681

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT AND AN EASEMENT FOR TEMPORARY WORKING SPACE TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE RELOCATION OF OVERHEAD ELECTRIC SUPPLY ALONG THE HIGHWAY 75 SOUTH SERVICE ROAD AT HIGHWAY 56 IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 an Easement and an Easement for Temporary Working Space to Oncor Electric Delivery Company, LLC for the relocation of overhead electric supply along the Highway 75 South service road at Highway 56 in the City of Sherman, Texas.

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

PT No.: 2020-2693
District: Texoma
WR #: 3497751
ER #

EASEMENT

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

That the **City of Sherman, a Texas home-rule municipal corporation,** hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement for overhead and/or underground electric supply and associated communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances related thereto over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED) (the “Easement Area”)

Together with the right of ingress and egress along and upon said easement for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in said easement and the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to approve excavation within the easement area; the right to prevent construction of, within the Easement Area, any and all buildings, structures or other obstructions which, in the reasonable judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said Easement Area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the reasonable judgment of Grantee, as may be necessary to prevent interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the Easement Area as described above without prior written consent of Grantee.

Grantor and Grantee hereby agree that upon Grantor’s submittal of a preliminary plat for the development of Grantor’s property on which this easement (or a portion thereof) is located is developed, (i) Grantee shall relocate the overhead facilities located within this easement or the effected portion thereof to such other mutually agreed upon underground location(s) on property of Grantor, (ii) the cost of relocating such overhead facilities to the new underground location(s) will be the sole responsibility of Grantee, and (iii) Grantor agrees to grant one or more new fifteen (15) feet wide easement(s) having terms and conditions substantially similar to this Easement at no cost to Grantee under and across the underground location. Notwithstanding the foregoing, Grantor and Grantee expressly agree that Grantee shall have no obligation to relocate said overhead lines pursuant to this paragraph unless and until Grantee has received sufficient easement(s) for the facilities to be relocated under the entire relocation area. Grantee acknowledges that Grantor’s property may be developed in phases, and Grantee agrees that its overhead facilities may be relocated in phases as

well, however, once a portion of the overhead facilities initially installed hereunder have been relocated pursuant to this paragraph, Oncor shall have no obligation to relocate such portion of the facilities pursuant to this paragraph again.

TO HAVE AND TO HOLD the above described easement unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but not otherwise, subject to any and all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights of way, and easements affecting the Easement Area or any part thereof, including building and zoning ordinances, all laws, regulations and restrictions and restrictions by municipal or other governmental authority applicable to and enforceable against the Temporary Easement Area.

Grantee agrees to and shall defend, protect, indemnify and hold harmless Grantor from and against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, for personal injury, death, or property damage ("Claims"), which arise out of Grantee's use of the Easement when such Claims result from Grantee's negligence or willful misconduct.

Grantee hereby agrees to obtain all required permits and governmental approvals for its construction activity so as to meet all regulatory requirements and shall complete all construction in a workmanlike manner. Grantee will at all times after doing any work in connection with the construction, operation, maintenance or repair of said facilities, promptly restore the surface of the Easement Area as close to the condition in which it was found before such work was undertaken as is reasonably practicable.

Notwithstanding anything to the contrary herein, this instrument shall not be considered as a deed to the Easement Area or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Easement Area for any purpose or purposes whatsoever, provided that such use does not unreasonably interfere with or obstruct the use of the Easement Area by Grantee for the purposes specified herein as being within the scope of this easement.

The provisions herein shall extend to and be binding upon Grantee and Grantor and their respective successors and assigns.

EXECUTED this _____ day of _____, 2020.

Grantor:

City of Sherman,
a Texas home-rule municipal corporation

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, **City Manager** of the **City of Sherman, a Texas home-rule municipal corporation**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Sherman, as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

Agreed to and Accepted by Grantee:

Oncor Electric Delivery Company LLC,
a Delaware limited liability company

By: _____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the said company, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"
15' ONCOR ELECTRIC DELIVERY COMPANY, LLC
EASEMENT

BEING a ONCOR Electric Delivery Company, LLC easement situated in the Samuel Blagg Survey, Abstract No. 56, in the City of Sherman, Grayson County, Texas, and being a part of that tract of land as described in deeds to the City of Sherman recorded in Volume 239, Page 640, Volume 248, Pg. 396, Volume 249, Page 192 and Volume 250, Page 190 in the Deed Records of Grayson County, Texas (DRGCT), and being more particularly described as follows:

BEGINNING at a point in the north end of a corner clip at the intersection of the north line of Houston Street (60 foot right-of-way), with the west line of U.S. Highway No. 75 (variable right-of-way);

THENCE South 36 Degrees 07 Minutes 36 Seconds West, along said corner clip, 20.12 feet;

THENCE North 12 Degrees 05 Minutes 37 Seconds West, departing the north line of said Houston Street, at all times remaining 15.00 feet west of and parallel to the west line of said U.S. Highway No. 75, 206.83 feet;

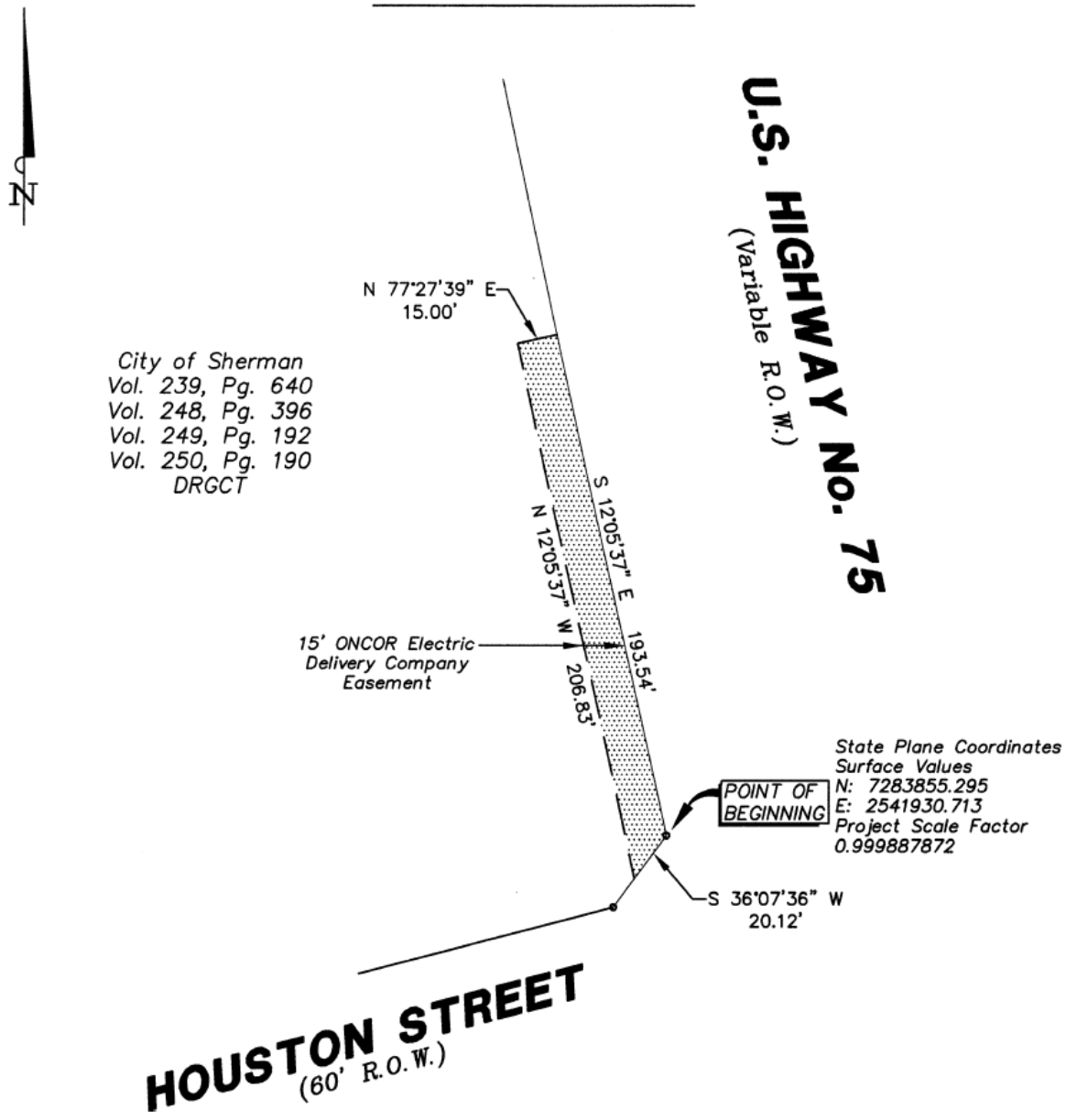
THENCE North 77 Degrees 27 Minutes 39 Seconds East, 15.00 feet to a point in the west line of said U.S. Highway 75;

THENCE South 12 Degrees 05 Minutes 37 Seconds East along the west line of said U.S. Highway 75, 193.54 feet to the **POINT of BEGINNING** and containing 0.07 acre of land.

Brad Sparr
Registered Professional
Land Surveyor No. 3701

Sparr Surveys
2553 County Road 722
McKinney, TX 75069
(214) 544-2297

EXHIBIT A



NOTES:

1) BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD 83, AS DERIVED FROM THE ALLTERRA CONTINUALLY OPERATING REFERENCE STATIONS via REAL TIME KINEMATIC METHODS.

2) FIR DENOTES A FOUND IRON ROD.

3) THE RIGHTS-OF-WAY SHOWN ON THIS SURVEY WERE PROVIDED BY KCI TECHNOLOGIES, NO CORNER MONUMENTS WERE FOUND AT THE TIME OF SURVEY.

Scale 1" = 60'

Date 06-30-2020

JOB No.: 3439944

Sparr Surveys
2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297
TBPLS FIRM No. 10059300

PT # 2020-2694
District: Texoma
WR #: 3497751
ER #:

EASEMENT FOR
TEMPORARY WORKING SPACE

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF GRAYSON §

That, **City of Sherman, a Texas home-rule municipal corporation**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by **Oncor Electric Delivery Company, LLC,** a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202, hereinafter referred to as "Grantee", does hereby grant unto Grantee a temporary easement ("Temporary Easement"), to be utilized for temporary working space during the initial construction of a distribution line and associated equipment, over, under, along, to, from and through land more particularly described in Exhibit A, attached hereto and made part hereof (the "Temporary Easement Area").

This easement grant is made by Grantor and accepted by Grantee subject to the following exception, reservations, restrictions, conditions and provisions:

All valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights of way, and easements of records affecting the Temporary Easement Area or any part thereof, including building and zoning ordinances, all laws, regulations and restrictions and restrictions by municipal or other governmental authority applicable to and enforceable against the Temporary Easement Area.

Grantee shall be entitled to use said Temporary Easement for construction purposes, subject to the termination provision hereof.

Grantee agrees to and shall defend, protect, indemnify and hold harmless Grantor from and against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, for personal injury, death, or property damage ("Claims"), which arise out of Grantee's use of the Temporary Easement when such Claims result from Grantee's negligence or willful misconduct.

Grantee hereby agrees to obtain all required permits and governmental approvals for its construction activity so as to meet all regulatory requirements and shall complete all construction in a workmanlike manner. Upon completion of construction, Grantee shall promptly restore the surface of the Easement Area as close to the condition in which it was found before such work was undertaken as is reasonably practicable.

It is understood and agreed that this easement grant is not a conveyance of any land in the Temporary Easement Area but is a grant solely of the temporary construction easement described herein.

Grantor, its successors and assigns, shall have the right to use the Temporary Easement Area for any purpose or purposes whatsoever, provided that such use does not unreasonably interfere with or obstruct the use of the Temporary Easement Area by Grantee for the purposes specified herein as being within the scope of this easement.

The provisions herein shall extend to and be binding upon Grantee and Grantor and their respective successors and assigns.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns, for twelve months of Owner's execution of the easement or until work is complete in the Temporary Easement Area, at which time this easement will terminate and be of no further force and effect.

EXECUTED as the dates of the respective acknowledgements hereinafter set forth, but effective the _____ day of _____ 2020.

Grantor:

City of Sherman,
a Texas home-rule municipal corporation

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton, City Manager** of the **City of Sherman, a Texas home-rule municipal corporation,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, _____day of _____, 2020.

_____
Notary Public in and for the State of Texas

Agreed to and Accepted by Grantee:

Oncor Electric Delivery Company LLC,
a Delaware limited liability company

By: _____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the said company, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2020.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"
ONCOR ELECTRIC DELIVERY COMPANY, LLC
TEMPORARY CONSTRUCTION EASEMENT

BEING a ONCOR Electric Delivery Company, LLC temporary construction easement situated in the Samuel Blagg Survey, Abstract No. 56, in the City of Sherman, Grayson County, Texas, and being a part of that tract of land as described in deeds to the City of Sherman recorded in Volume 239, Page 640, Volume 248, Pg. 396, Volume 249, Page 192 and Volume 250, Page 190 in the Deed Records of Grayson County, Texas (DRGCT), and being more particularly described as follows:

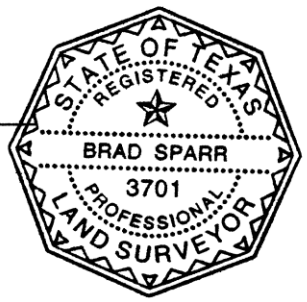
BEGINNING at a point in the west line of U.S. Highway No. 75 (variable right-of-way), from which the north end of a corner clip at the intersection of the north line of Houston Street (60 foot right-of-way), with the west line of said U.S. Highway No. 75 bears South 12 Degrees 05 Minutes 37 Seconds East, 161.04 feet;

THENCE South 77 Degrees 27 Minutes 39 Seconds West, departing the west line of said U.S. Highway No. 75, 100.00 feet

THENCE North 12 Degrees 32 Minutes 21 Seconds West, 50.00 feet;

THENCE North 77 Degrees 27 Minutes 39 Seconds East, 100.39 feet to a point in the west line of said U.S. Highway 75;

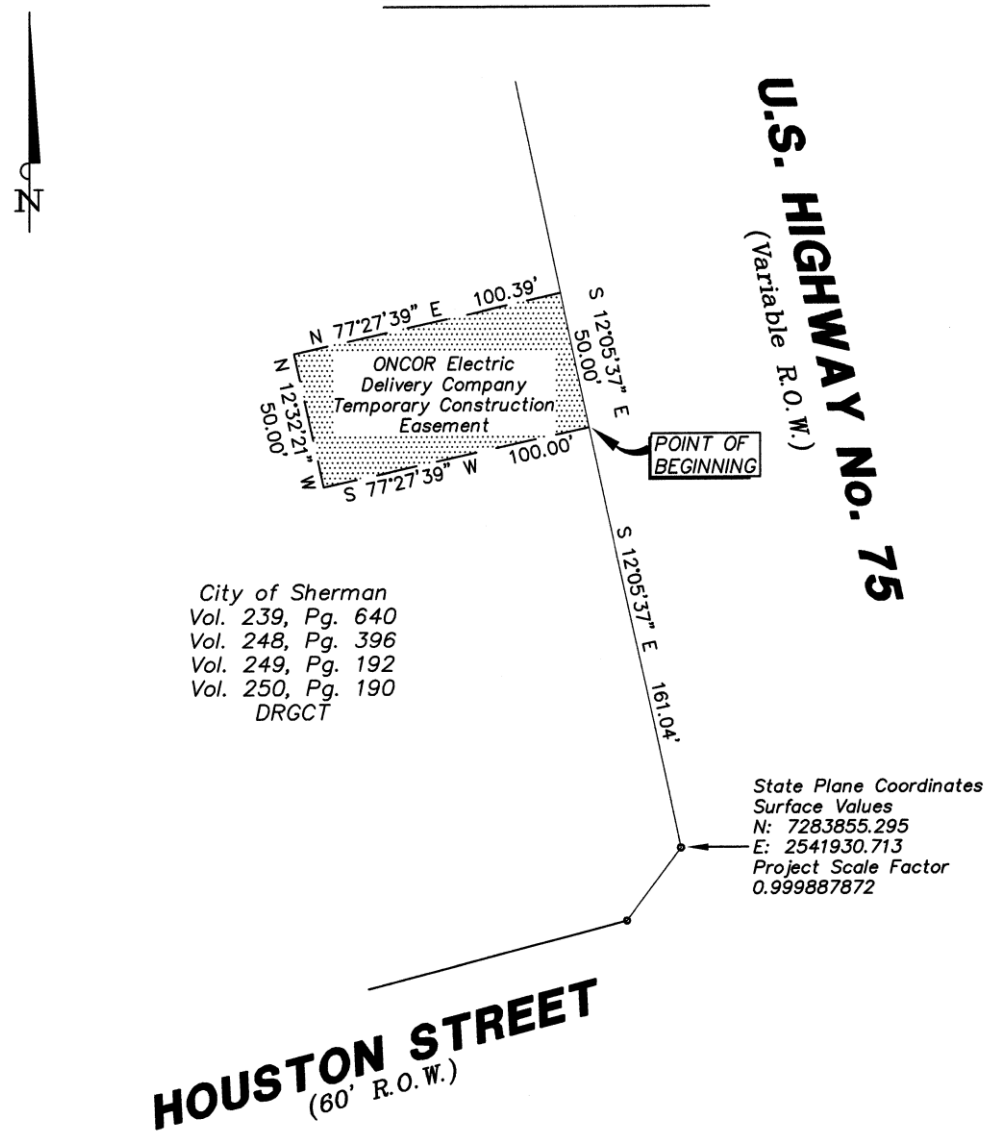
THENCE South 12 Degrees 05 Minutes 37 Seconds East along the west line of said U.S. Highway 75, 50.00 feet to the **POINT of BEGINNING** and containing 0.12 acre of land.



Brad Sparr
Registered Professional
Land Surveyor No. 3701

Sparr Surveys
2553 County Road 722
McKinney, TX 75069
(214) 544-2297

EXHIBIT A



NOTES:

1) BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH ON TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD 83, AS DERIVED FROM THE ALLTERRA CONTINUALLY OPERATING REFERENCE STATIONS via REAL TIME KINEMATIC METHODS.

2) FIR DENOTES A FOUND IRON ROD.

3) THE RIGHTS-OF-WAY SHOWN ON THIS SURVEY WERE PROVIDED BY KCI TECHNOLOGIES, NO CORNER MONUMENTS WERE FOUND AT THE TIME OF SURVEY.

Scale 1" = 60'

Date 06-30-2020

JOB No.: 3439944

Sparr Surveys
2553 C.R. 722
McKinney, Texas 75069
(214) 544-2297
TBPLS FIRM No. 10059300

PECAN
EXIT 59 RAMP
EXIT 59 RAMP
RUSK
LINCOLN
SAM RAYBURN
LAUREL
US 75
SAM RAYBURN
HOUSTON
US75
WOODS
RICKETTS
LAMAR
JONES
N
0
100
200
400
600
800
Feet
1 inch = 200 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 6.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6682***

Authorizing Execution of an Agreement with The Cunningham Family Trust LTD 1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 809 East Wells Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 809 East Wells Avenue situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

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

Origination:

The Cunningham Family Trust LTD 1, Owner
Luis Moran, General Contractor

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $415.65 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6682
Residential Tax Abatement Ageement
Application
Deed
Plat
Building Permit
Site Plan
Aerial Location Map
Photo
Reinvestment Zone Map

RESOLUTION NO. 6682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CUNNINGHAM FAMILY TRUST LTD 1 FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 809 EAST WELLS AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from The Cunningham Family Trust LTD 1 and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with The Cunningham Family Trust LTD 1 for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 809 East Wells Avenue, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

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

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **THE CUNNINGHAM FAMILY TRUST LTD 1** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable

real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2021, and continuing for tax years 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029 and 2030, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2021, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2021	100%
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	80%
2028	60%
2029	40%
2030	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029 and 2030, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new single-family residence at 809 East Wells Avenue, Sherman, Texas, and as more particularly described by the following:

BEING LOT 11R, BLOCK 7, MORAN ADDITION, A REPLAT OF ALL OF LOTS 10, 11 AND 12 AND A PART OF LOT 9, BLOCK 7, W. ELLIOTT'S ADDITION.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

The Cunningham Family Trust LTD 1
Tom Cunningham
PO Box 337
Borrego Springs, CA
(858) 401-3836

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2021.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON
CITY MANAGER

OWNER:
THE CUNNINGHAM FAMILY TRUST LTD 1

BY: _____
TOM CUNNINGHAM

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

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **TOM CUNNINGHAM** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _____, 2021 A.D.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner: Tom Cunningham

Name: The Cunningham Family Trust dtd 1 November 1988

Mailing Address: PO Box 337, Borrego Springs Ca 92004

Telephone Number: (858) 401-3836

Contact (if different than owner):

Name: Luis Moran

Mailing Address: 910 S. Travis st. Sherman, TX 75090

Telephone Number: (903) 821-5803

Property:

Physical Address: 809 E. Wells

Summary Legal Description: Lot: 11R Block: 7 Addition: Moran

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ✓ Remodeling: _____

Estimated Value of Improvements: $85,000

Estimated Date of Start of Construction: Nov. 16, 2020

Estimated Date of Completion of Project: Jan. 16, 2021

Description of Project: New Single family home construction

Applicant(s): _____ Date: 11-11-20

_____ Date: _____

2020 - 28173

VG-286-2020-28173

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 28173

Real Property Recordings

Recorded On: October 14, 2020 10:25 AM

Number of Pages: 5

Parties: ALVARADO JUANA

" Examined and Charged as Follows: "

Total Recording: $28.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	28173
Receipt Number:	20201014000080
Recorded Date/Time:	October 14, 2020 10:25 AM
User:	Rachelle C
Station:	CLERK06

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST
SHERMAN TX 75090

GRAYSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

2020 - 28173

GF No. 0134143

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: October 9, 2020

Grantor: Juana Alvarado and Jessica Alvarado

Grantee: Thomas Cunningham and Rosalind E. Cunningham, Trustees of The Cunningham Family Trust, dated November 1, 1988

Grantee's Mailing Address:

P.O Box 337
Borrego Springs, CA 92004

Consideration:

Ten and No/100 Dollars ($10.00), good and other valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements):

BEING LOTS 10, 11 AND 12 AND A PART OF LOT 9, BLOCK 7, W. ELLIOTT'S ADDITION TO THE CITY OF SHERMAN, TEXAS, AS PER PLAT OF RECORD IN VOLUME 101, PAGE 4, DEED RECORDS, GRAYSON COUNTY, TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON THE ATTACHED EXHIBIT "A".

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Subject to all easements, right-of-ways, mineral reservations and other matters of record.

GF No. 0134143

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

Juana Alvarado

Juana Alvarado

Date: October 9, 2020

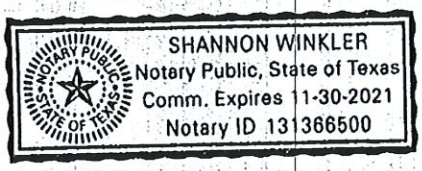
Jessica Alvarado

Date: October 8, 2020

GF No. 0134143

STATE OF TEXAS §
§
COUNTY OF Grayson §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 9 day of October, 2020 by **Juana Alvarado.**



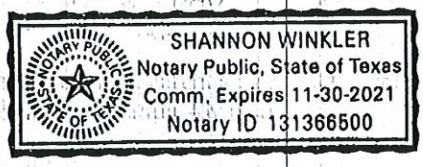
Notary Public, State of Texas

Shannon Winkler
Printed Name of Notary

11.30.2021
My Commission Expires

STATE OF TEXAS §
§
COUNTY OF Grayson §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 8 day of October, 2020 by **Jessica Alvarado.**



Notary Public, State of Texas

Shannon Winkler
Printed Name of Notary

11.30.2020
My Commission Expires

AFTER RECORDING RETURN TO:

The Cunningham Family Trust, dated November 1, 1988

EXHIBIT A

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, being all of Lots 10, 11, and 12 and a part of Lot 9, Block 7, W. Elliott's Addition to the City of Sherman, Texas as recorded in Volume 101, Page 4, Deed Records, Grayson County, Texas, and being the same tract of land conveyed by Warranty Deed from Harold Gene Word and Mary Edna Word to Juana Alvardo and Jessica Alvardo on February 27, 2013, as recorded in Volume 5258, Page 328, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit;

COMMENCING at a 1/2 inch capped rebar found (RPLS 6585) found in the East right-of-way line of Maxey Street, a public street, at the Southwest corner of Lot 3, said Block 7 and the Northwest corner of Lot 4, said Block 7;

THENCE South 16 deg. 01 min. 19 sec. East, with the East right-of-way line of Maxey Street and the West line of said Block 7, a distance of 146.42 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the TRUE PLACE OF BEGINNING, at the most Western Northwest corner of said Alvardo tract;

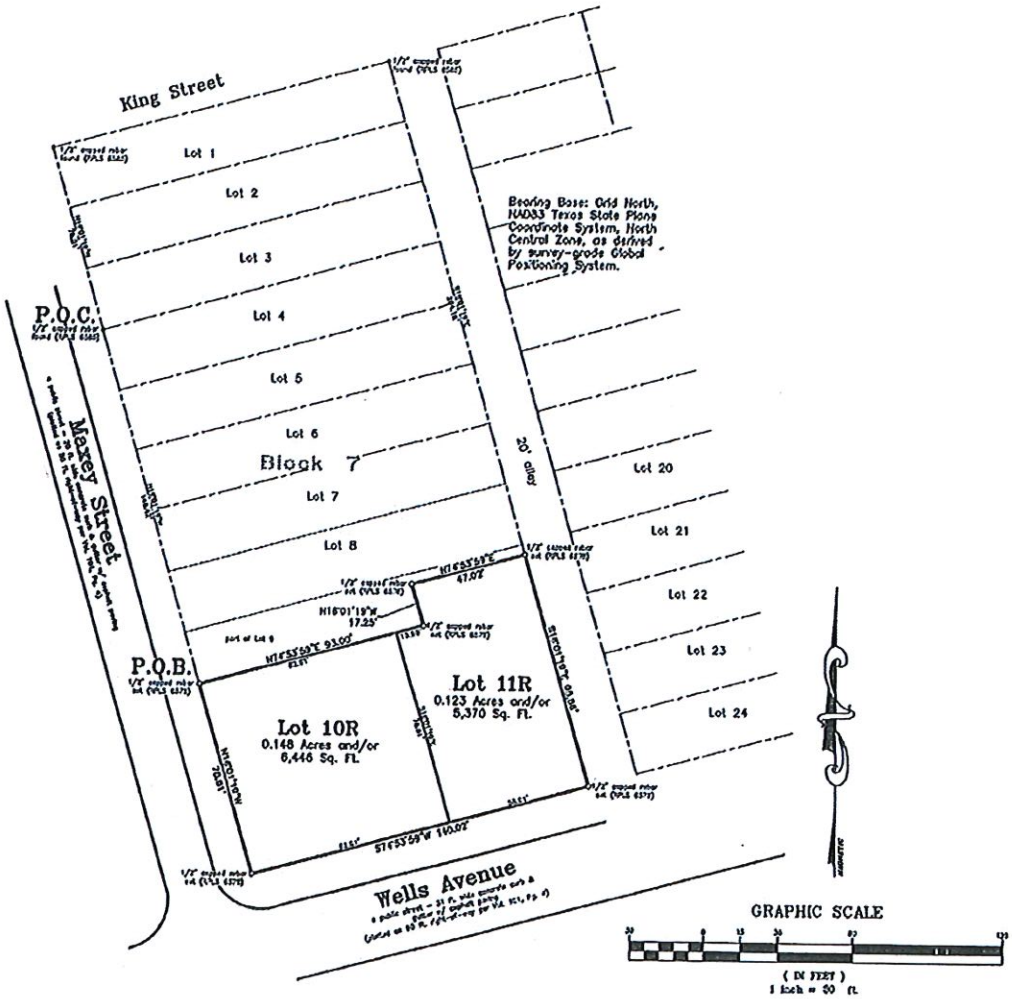
THENCE Easterly and Northerly, over and across said Lot 9, the following calls and distances:

1. North 74 deg. 53 min. 59 sec. East, a distance of 93.00 ft. to a 1/2 inch capped rebar set (RPLS 6578) at an Ell corner of said Alvardo tract;
2. North 16 deg. 01 min. 19 sec. West, a distance of 17.25 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the most Northern Northwest corner of said Alvardo tract;
3. North 74 deg. 53 min. 59 sec. East, a distance of 47.02 ft. to a 1/2 inch capped rebar set in the West line of a 20 ft. wide alley and the East line of said Lot 9, at the Northeast corner of said Alvardo tract, SAID rebar bears South 16 deg. 01 min. 19 sec. East, 204.18 ft. from a ½ inch capped rebar found, stamped "RPLS 6585" at the Northeast corner of Lot 1, said Block 7;

THENCE South 16 deg. 01 min. 19 sec. East, with the West line of said 20 ft. alley and the East lien of said Lots 9, 10, 11 and 12, a distance of 95.86 ft. to a 1/2 inch capped rebar set (RPLS 6578) in the North line of Wells Avenue, a public street, at the Southeast corner of both said Lot 12 and Alvardo 0.271 ac.;

THENCE South 74 deg. 53 min. 59 sec. West, with the North line of said Wells Avenue and the South line of said Lot 12, a distance of 140.02 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the intersection of the North line of said Wells Avenue with the East line of said Maxey Street, at the Southwest corner of both said Lot 12 and Alvardo tract;

THENCE North 16 deg. 01 min. 19 sec. West, with the East line of Maxey Street and the West line of said Lots 12, 11, 10 and 9, a distance of 78.61 ft. to the PLACE OF BEGINNING and containing 0.271 ACRES of land.



Moran Addition

(being a Replat of all of Lots 10, 11 and 12 and a part of Lot 9, Block 7, W. Elliott's Addition)

to

City of Sherman, Texas

0.271 Acres

in the

G.B. Pilant Survey
Abstract No. 963

Job No. CGS800920

General Notes:

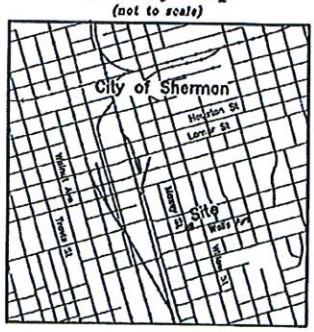
1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0230 F Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. <Job number>

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-8191 Fax (903) 463-4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Owner:
The Cunningham Family Trust, DTD

Vicinity Map
(not to scale)



S:\Land Projects R2\623-S-Maxey-Street-Sherman\Civil 3D\Replat.dwg 9/28/2020 1:37 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#20-002806 | Issued on: 11/17/2020 at 1:33 PM

Project Description: CONSTRUCT SINGLE FAMILY RESIDENTIAL

ADDRESS
809 E WELLS St
Sherman, TX

PERMIT HOLDER
LUIS ALBERTO MORAN
MORAN CONSTRUCTION
(903) 821-5803

INFORMATION FIELDS

Subcontractor	MORAN CONSTRUCTION	Square Feet	1453
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	.5
Type of Construction List	Wood Frame	Off Street Parking	3
Tax Abatement	Yes	Sewer Disposal	Public Sewer
Water Supply	Public	Heating	Electric
Proposed Use	SINGLE FAMILY RESIDENTIAL	Former Use	NONE
Firm Name	MORAN CONSTRUCTION		

FEE	TOTAL	PAID	DUE
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
TOTALS	$ 25.00	$ 25.00	$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started.

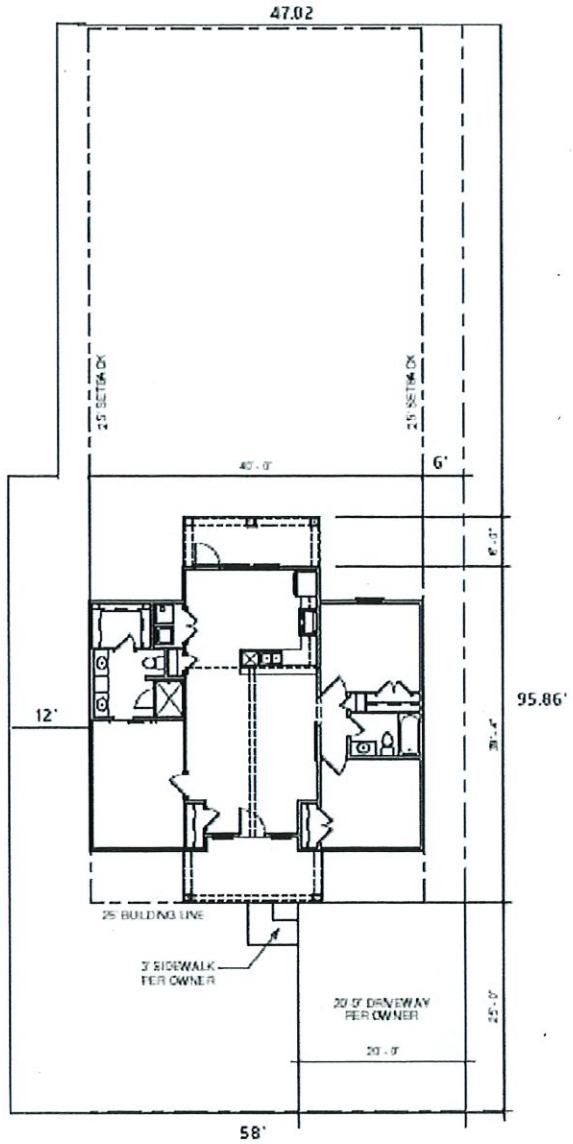
I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

(Signature of Contractor or Authorized Agent) _____ Date

(Approved By) Flood Plain Administrator 11/17/20 Date

(Approved By) Building & Zoning) 12/4/20 Date

Site Plan 809 E. Wells



809 E. Wells

809 East Wells Avenue

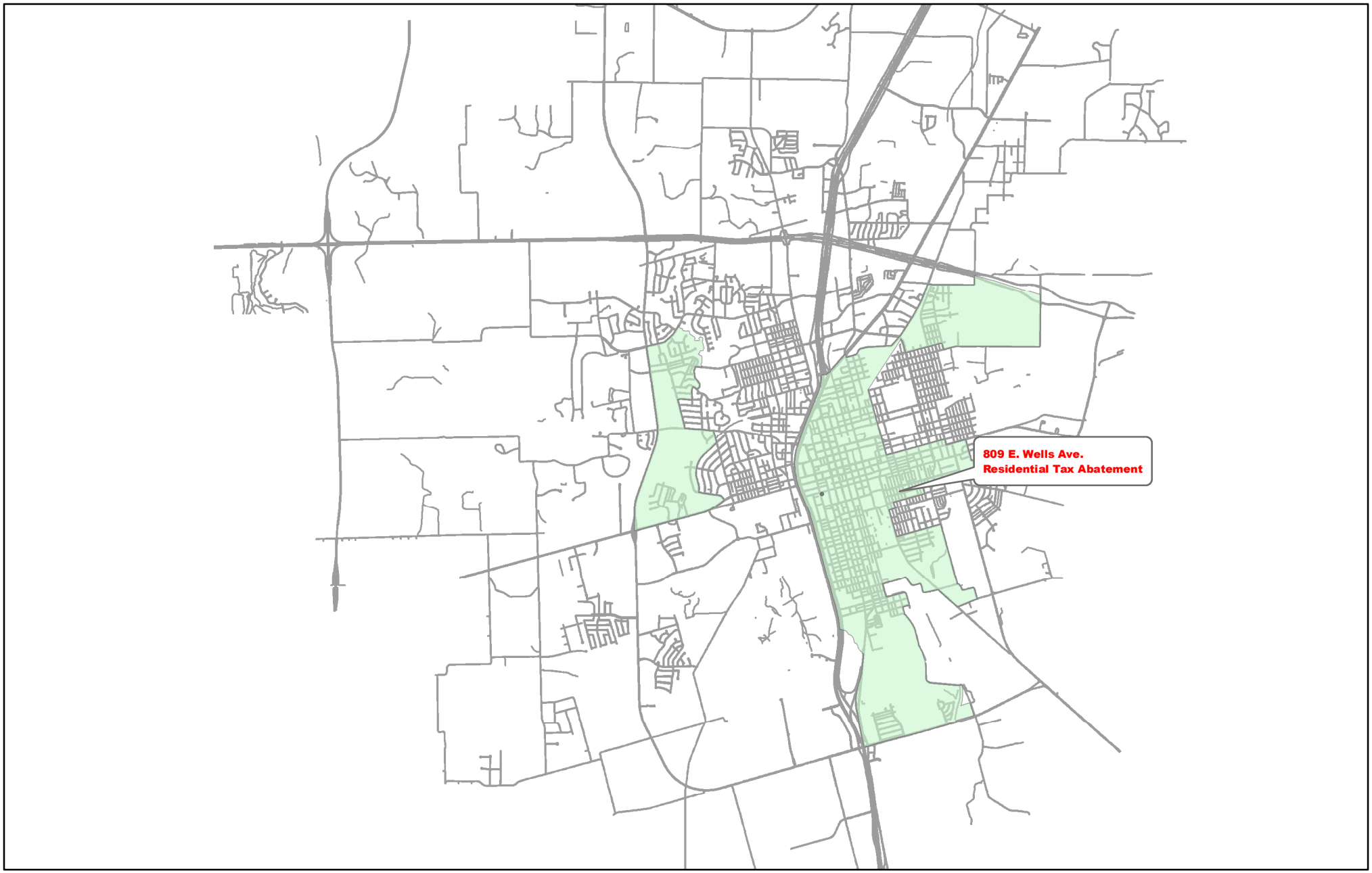
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 200 ft

809 East Wells Avenue



809 East Wells Avenue
Residential Tax Abatement

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 inch = 7,000 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 7.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6683***

Authorizing Execution of an Agreement with The Cunningham Family Trust LTD 1 for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 623 South Maxey Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 623 South Maxey Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

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

Origination:

The Cunningham Family Trust LTD 1, Owner
Luis Moran, General Contractor

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $464.55 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6683
Residential Tax Abatement Ageement
Application
Deed
Plat
Building Permit
Site Plan
Aerial Location Map
Photo
Reinvestment Zone Map

RESOLUTION NO. 6683

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CUNNINGHAM FAMILY TRUST LTD 1 FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 623 SOUTH MAXEY STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from The Cunningham Family Trust LTD 1 and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with The Cunningham Family Trust LTD 1 for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 623 South Maxey Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

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

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **THE CUNNINGHAM FAMILY TRUST LTD 1** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable

real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2021, and continuing for tax years 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029 and 2030, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2021, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2021	100%
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	80%
2028	60%
2029	40%
2030	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029 and 2030, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new single-family residence at 623 South Maxey Street, Sherman, Texas, and as more particularly described by the following:

BEING LOT 10R, BLOCK 7, MORAN ADDITION, A REPLAT OF ALL OF LOTS 10, 11 AND 12 AND A PART OF LOT 9, BLOCK 7, W. ELLIOTT'S ADDITION.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

The Cunningham Family Trust LTD 1
Tom Cunningham
PO Box 337
Borrego Springs, CA
(858) 401-3836

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2020.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON
CITY MANAGER

OWNER:
THE CUNNINGHAM FAMILY TRUST LTD 1

BY: _____
TOM CUNNINGHAM

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

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **TOM CUNNINGHAM** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _____, 2020 A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: The Cunningham Family Trust dtd 1 November 1988

Mailing Address: PO Box 337, Borrego Springs Ca 92004

Telephone Number: (858) 401-3836

Contact (if different than owner):

Name: Luis Moran

Mailing Address: 910 S. Travis st. Sherman, TX 75090

Telephone Number: (903) 821-5803

Property:

Physical Address: 623 S. Maxey st.

Summary Legal Description: Lot: 10R Block: 7 Addition: Moran

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ✓ Remodeling: _____

Estimated Value of Improvements: $ 95,000

Estimated Date of Start of Construction: 12-10-20

Estimated Date of Completion of Project: 02-10-20

Description of Project: New single-family home construction

Applicant(s): _____ Date: 12-08-20

_____ Date: _____

2020 - 28173

VG-286-2020-28173

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 28173

Real Property Recordings

Recorded On: October 14, 2020 10:25 AM

Number of Pages: 5

Parties: ALVARADO JUANA

" Examined and Charged as Follows: "

Total Recording: $28.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	28173
Receipt Number:	20201014000080
Recorded Date/Time:	October 14, 2020 10:25 AM
User:	Rachelle C
Station:	CLERK06

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST
SHERMAN TX 75090

GRAYSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

2020 - 28173

GF No. 0134143

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: October 9, 2020

Grantor: Juana Alvarado and Jessica Alvarado

Grantee: Thomas Cunningham and Rosalind E. Cunningham, Trustees of The Cunningham Family Trust, dated November 1, 1988

Grantee's Mailing Address:

P.O Box 337
Borrego Springs, CA 92004

Consideration:

Ten and No/100 Dollars ($10.00), good and other valuable consideration, the receipt of which is hereby acknowledged.

Property (including any improvements):

BEING LOTS 10, 11 AND 12 AND A PART OF LOT 9, BLOCK 7, W. ELLIOTT'S ADDITION TO THE CITY OF SHERMAN, TEXAS, AS PER PLAT OF RECORD IN VOLUME 101, PAGE 4, DEED RECORDS, GRAYSON COUNTY, TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON THE ATTACHED EXHIBIT "A".

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Subject to all easements, right-of-ways, mineral reservations and other matters of record.

GF No. 0134143

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

Juana Alvarado

Juana Alvarado

Date: October 9, 2020

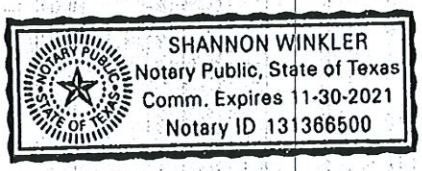
Jessica Alvarado

Date: October 8, 2020

GF No. 0134143

STATE OF TEXAS §
§
COUNTY OF Grayson §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 9 day of October, 2020 by **Juana Alvarado.**



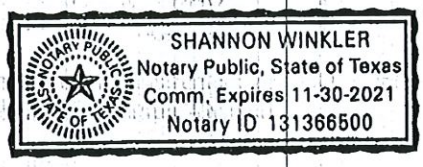
Notary Public, State of Texas

Shannon Winkler
Printed Name of Notary

11.30.2021
My Commission Expires

STATE OF TEXAS §
§
COUNTY OF Grayson §

The foregoing instrument was acknowledged before me, the undersigned notary, on the 8 day of October, 2020 by **Jessica Alvarado.**



Notary Public, State of Texas

Shannon Winkler
Printed Name of Notary

11.30.2020
My Commission Expires

AFTER RECORDING RETURN TO:

The Cunningham Family Trust, dated November 1, 1988

EXHIBIT A

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, being all of Lots 10, 11, and 12 and a part of Lot 9, Block 7, W. Elliott's Addition to the City of Sherman, Texas as recorded in Volume 101, Page 4, Deed Records, Grayson County, Texas, and being the same tract of land conveyed by Warranty Deed from Harold Gene Word and Mary Edna Word to Juana Alvardo and Jessica Alvardo on February 27, 2013, as recorded in Volume 5258, Page 328, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit;

COMMENCING at a 1/2 inch capped rebar found (RPLS 6585) found in the East right-of-way line of Maxey Street, a public street, at the Southwest corner of Lot 3, said Block 7 and the Northwest corner of Lot 4, said Block 7;

THENCE South 16 deg. 01 min. 19 sec. East, with the East right-of-way line of Maxey Street and the West line of said Block 7, a distance of 146.42 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the TRUE PLACE OF BEGINNING, at the most Western Northwest corner of said Alvardo tract;

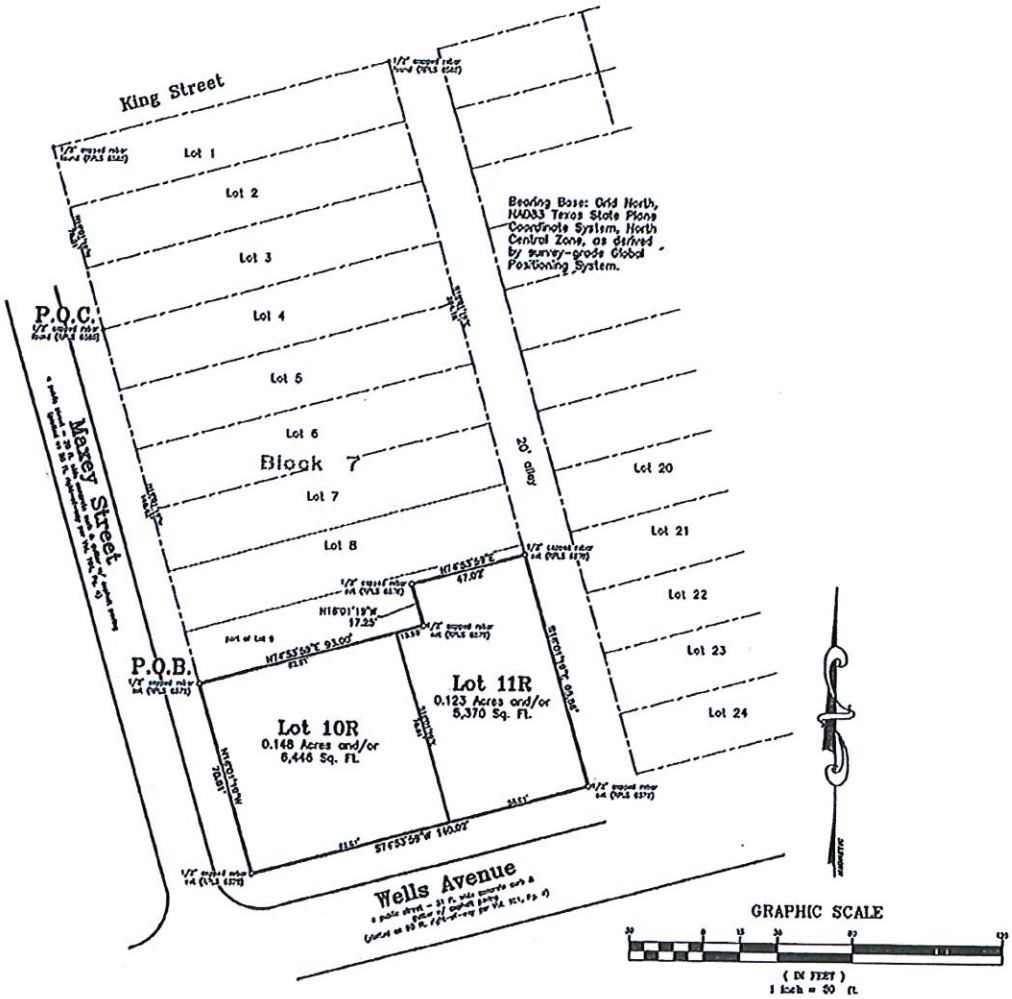
THENCE Easterly and Northerly, over and across said Lot 9, the following calls and distances:

1. North 74 deg. 53 min. 59 sec. East, a distance of 93.00 ft. to a 1/2 inch capped rebar set (RPLS 6578) at an Ell corner of said Alvardo tract;
2. North 16 deg. 01 min. 19 sec. West, a distance of 17.25 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the most Northern Northwest corner of said Alvardo tract;
3. North 74 deg. 53 min. 59 sec. East, a distance of 47.02 ft. to a 1/2 inch capped rebar set in the West line of a 20 ft. wide alley and the East line of said Lot 9, at the Northeast corner of said Alvardo tract, SAID rebar bears South 16 deg. 01 min. 19 sec. East, 204.18 ft. from a ½ inch capped rebar found, stamped "RPLS 6585" at the Northeast corner of Lot 1, said Block 7;

THENCE South 16 deg. 01 min. 19 sec. East, with the West line of said 20 ft. alley and the East lien of said Lots 9, 10, 11 and 12, a distance of 95.86 ft. to a 1/2 inch capped rebar set (RPLS 6578) in the North line of Wells Avenue, a public street, at the Southeast corner of both said Lot 12 and Alvardo 0.271 ac.;

THENCE South 74 deg. 53 min. 59 sec. West, with the North line of said Wells Avenue and the South line of said Lot 12, a distance of 140.02 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the intersection of the North line of said Wells Avenue with the East line of said Maxey Street, at the Southwest corner of both said Lot 12 and Alvardo tract;

THENCE North 16 deg. 01 min. 19 sec. West, with the East line of Maxey Street and the West line of said Lots 12, 11, 10 and 9, a distance of 78.61 ft. to the PLACE OF BEGINNING and containing 0.271 ACRES of land.



Moran Addition

(being a Replat of all of Lots 10, 11 and 12 and a part of Lot 9, Block 7, W. Elliott's Addition)

to

City of Sherman, Texas

0.271 Acres

in the

G.B. Pilant Survey
Abstract No. 963

Job No. CGS800920

General Notes:

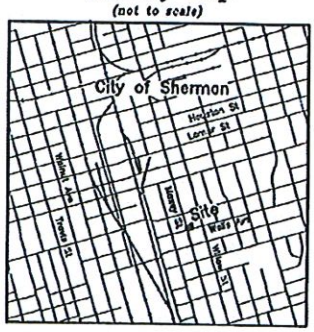
1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0230 F Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. <Job number>

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-8191 Fax (903) 463-4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Owner:
The Cunningham Family Trust, DTD

Vicinity Map
(not to scale)



S:\Land Projects R2\623-S-Maxey-Street-Sherman\Civil 3D\Replat.dwg 9/28/2020 1:37 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#20-002972 | Issued on: 12/08/2020 at 2:10 PM

Project Description: CONSTRUCT SINGLE FAMILY RESIDENTIAL

ADDRESS	LEGAL	PERMIT HOLDER	OWNERS	OTHER CONTACTS
623 S MAXEY St Sherman, TX	Elliotts W Addn, Block 7, Lot 10 11 12 & 3' 9	LUIS ALBERTO MORAN *MORAN CONSTRUCTION* (903) 821-5803	• Juana & Jessica Alvardo	• LUIS ALBERTO MORAN *MORAN CONSTRUCTION* (903) 821-5803

INFORMATION FIELDS

Subcontractor	LUIS MORAN	Square Feet	1445
Bedrooms	3	Bathrooms	2
Number of Stories	2	Number of Acres	.05
Type of Construction List	Wood Frame	Off Street Parking	3
Tax Abatement	Yes	Sewer Disposal	Public Sewer
Water Supply	Public	Heating	Electric
Proposed Use	ONE FAMILY RESIDENTIAL	Former Use	NONE
Firm Name	THOMAS CUNNINGHAM		

FEE	TOTAL	PAID	DUE
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
TOTALS	$ 25.00	$ 25.00	$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started.

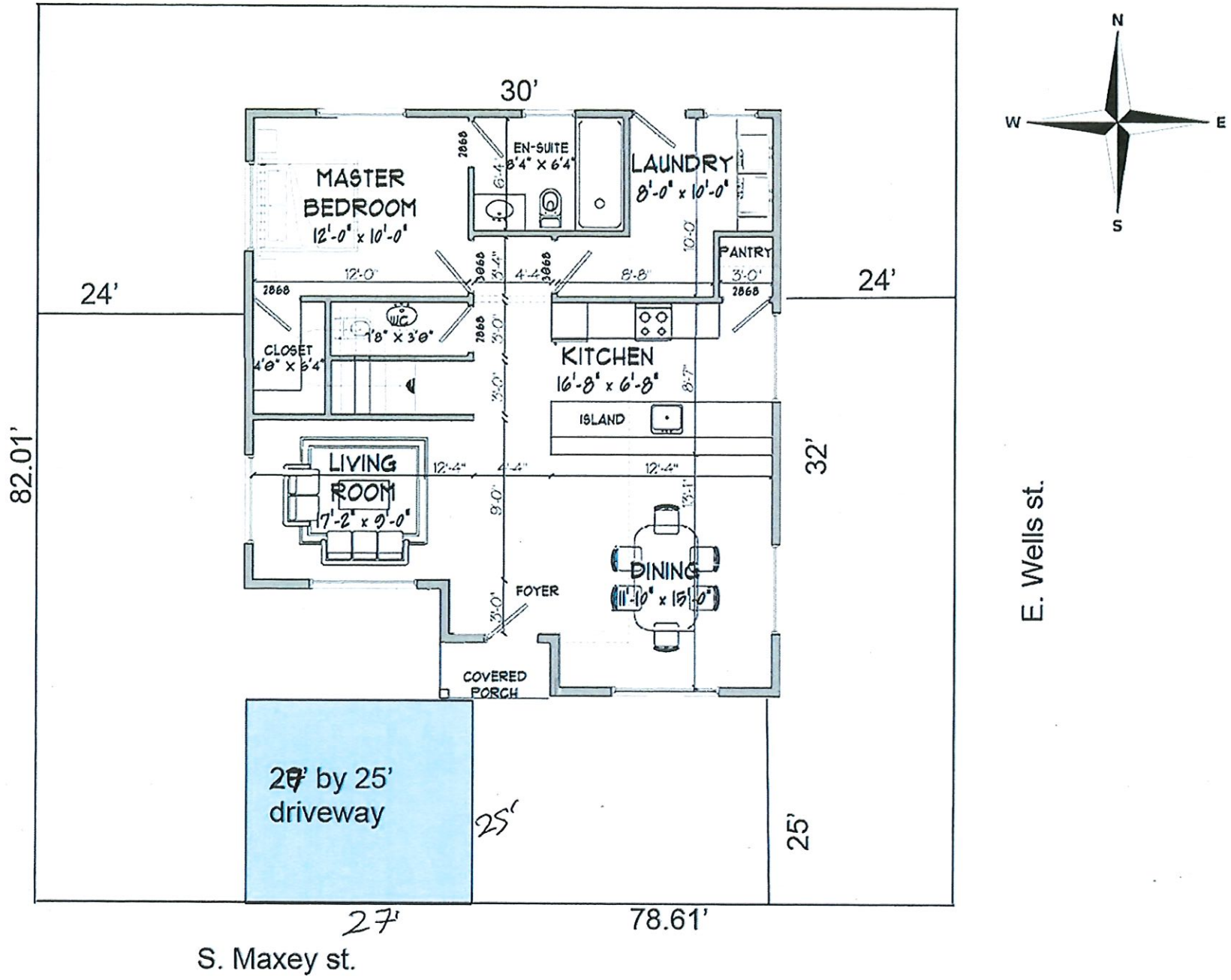
I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

(Signature of Contractor or Authorized Agent) — 12-08-20 — Date

(Approved By) Flood Plain Administrator — Date

(Approved By) Building & Zoning) — 12/16/20 — Date

623 S. Maxey st. Site Plan



Sherman
CLASSIC TOWN. BROAD HORIZON.

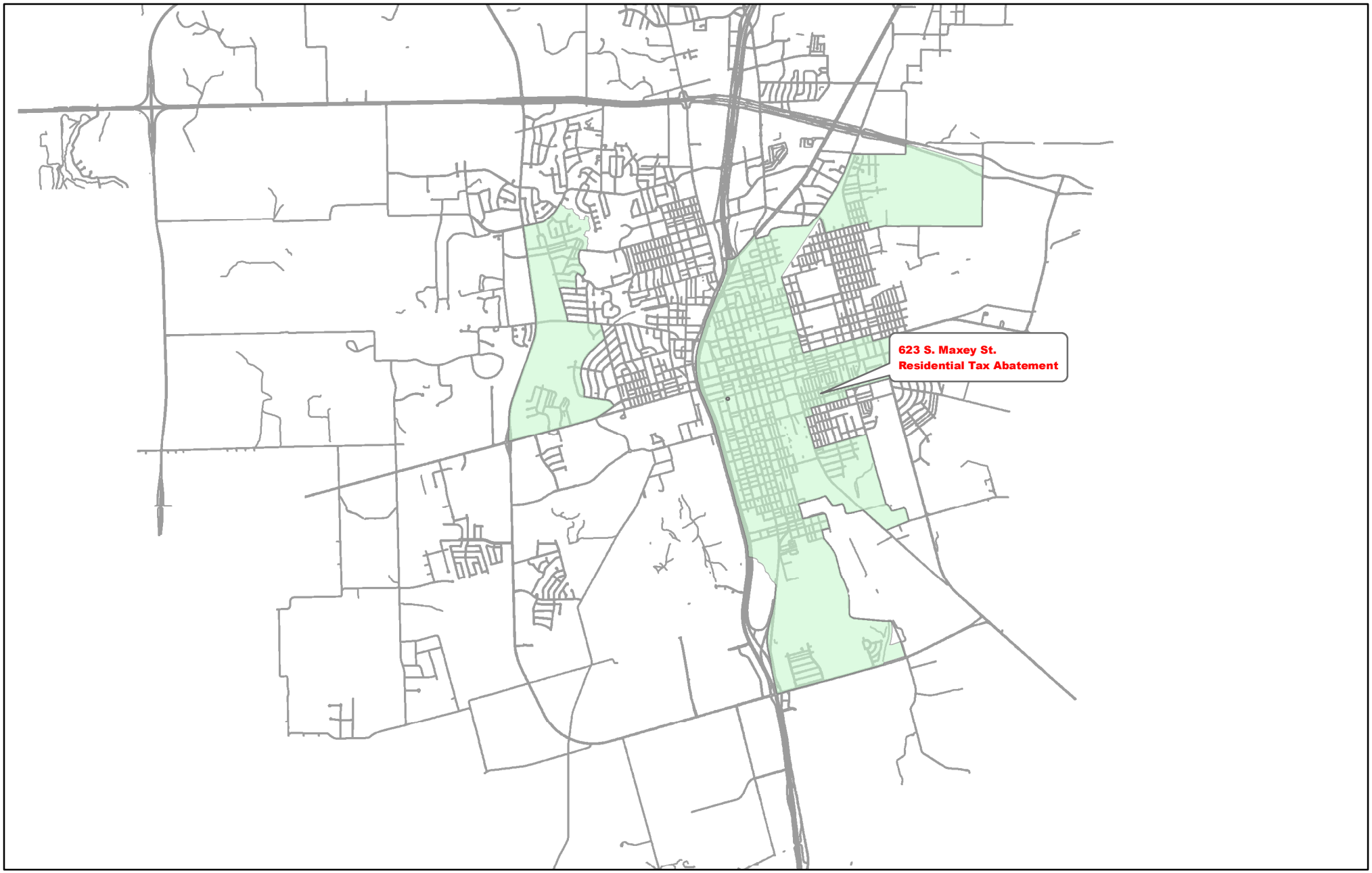
City of Sherman, Texas
Developmental Services Department

623 S. Maxey Street
Residential Tax Abatemtn

NOT TO SCALE

1 in = 200 ft

623 South Maxey Street



623 S. Maxey Street
Residential Tax Abatement

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 inch = 6,000 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 8.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6684***

Authorizing the Purchase of a New 2021 Kenworth T440 6x4 Dump Truck for the Utilities Distribution Services Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new 2021 T440 6x4 Kenworth Dump Truck from MHC Kenworth through the Sourcewell Purchasing Cooperative for use within the Utilities Distribution Services Department

Background:

The requested purchase is a new purchase to be used for water leaks and sewer repair in the Utilities Distribution Services Department. The Utilities Distribution Services Department currently doesn't have a dump truck of this size.

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet member needs and allows them to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new 2021 T440 6x4 MHC Kenworth Dump Truck will be purchased from MHC Kenworth for $125,993.19 through the Sourcewell Purchasing Cooperative. Funding for this purchase was appropriated in the fiscal year 2020-2021 Utilities Distribution Services Department budget.

Staff Recommendation:

Is is recommended that staff be authorized to purchase the new 2021 T440 6x4 Dump Truck through the Sourcewell Purchasing Cooperative.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6684

Kenworth Dump Truck Quote

Sourcewell NJPA Certificate of Membership

RESOLUTION NO. 6684

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2021 KENWORTH T440 6X4 DUMP TRUCK FOR THE UTILITIES DISTRIBUTION SERVICES DEPARTMENT FROM MHC KENWORTH THROUGH THE SOURCEWELL PURCHASING COOPERATIVE; 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 to purchase from MHC Kenworth through the Sourcewell Purchasing Cooperative a new 2021 Kenworth T440 6x4 Dump Truck at a total price of One Hundred Twenty-Five Thousand Nine Hundred Ninety-Three Dollars and Nineteen Cents ($125,993.19). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

NEW TRUCK ORDER

TEXAS KENWORTH CO ("Dealer")
doing business as: MHC KENWORTH - DALLAS

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER			ADDRESS				
City of Sherman			PO Box 1106				
BUSINESS PHONE	**OTHER PHONE**		**CITY**	**STATE**	**ZIP CODE**	**COUNTY**	**DATE**
903-892-7309	903-891-0255		Sherman	TX	75091-1106	GRAYSON	12/08/2020
QUANTITY	**YEAR**	**MAKE**	**MODEL**	**BODY TYPE**		**SALESPERSON**	
1	2021	KW	T440 6X4			EARL TUCKER	
STOCK NUMBER		**COLOR**		**TO BE DELIVERED ON OR ABOUT**		**FINANCIAL SOURCE**	
				01/29/2021		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET							$125,353.14

Warren dump body included in price.

Sourcewell contract # #0817-16-KTC

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			
YEAR	**MAKE**	**MODEL**	
SERIAL NUMBER		**MILEAGE**	
BALANCE OWED TO		**TRADE DIFFERENCE**	

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

SUBTOTAL	$125,353.14
BUSINESS TAX	
SALES TAX	
VIT TAX	$285.05
DOCUMENTATION FEE	$295.00
REGISTRATION FEES	$60.00
TOTAL DELIVERED PRICE	$125,993.19
LESS: TRADE-IN ALLOWANCE	
LESS: BALANCE OWED ON TRADE-IN	
TRADE-IN EQUITY	
LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$125,993.19

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

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6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade- in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

Customer Initials _____

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 9.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6685***

Authorizing the Purchase of a New 2021 Kenworth T440 6x4 Dump Truck for the Street Maintenance Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new 2021 Kenworth T440 6x4 Dump Truck from MHC Kenworth through the Sourcewell Purchasing Cooperative for use within the Street Maintenance Department

Background:

The requested purchase is to replace Unit 457, a 2000 GMC Dump Truck.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet member needs and allows them to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new 2021 Kenworth Dump Truck will be purchased from MHC Kenworth for $125,993.19 through the Sourcewell Purchasing Cooperative. Funding for this purchase was appropriated in the fiscal year 2020-2021 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2021 Kenworth Dump Truck through the Sourcewell Purchasing Cooperative.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6685
MHC Dump Truck Quote
Sourcewell NJPA Certificate of Membership

RESOLUTION NO. 6685

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2021 KENWORTH T440 6X4 DUMP TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM MHC KENWORTH THROUGH THE SOURCEWELL PURCHASING COOPERATIVE; 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 to purchase from MHC Kenworth through the Sourcewell Purchasing Cooperative a new 2021 Kenworth T440 6x4 Dump Truck at a total price of One Hundred Twenty-Five Thousand Nine Hundred Ninety-Three Dollars and Nineteen Cents ($125,993.19). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

NEW TRUCK ORDER

TEXAS KENWORTH CO ("Dealer")
doing business as: MHC KENWORTH - DALLAS

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER			ADDRESS				
City of Sherman			PO Box 1106				
BUSINESS PHONE	**OTHER PHONE**		**CITY**	**STATE**	**ZIP CODE**	**COUNTY**	**DATE**
903-892-7309	903-891-0255		Sherman	TX	75091-1106	GRAYSON	12/08/2020
QUANTITY	**YEAR**	**MAKE**	**MODEL**	**BODY TYPE**		**SALESPERSON**	
1	2021	KW	T440 6X4			EARL TUCKER	
STOCK NUMBER		**COLOR**		**TO BE DELIVERED ON OR ABOUT**		**FINANCIAL SOURCE**	
				01/29/2021		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET							$125,353.14

Warren dump body included in price.

Sourcewell contract # #0817-16-KTC

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			
YEAR	**MAKE**	**MODEL**	
SERIAL NUMBER		**MILEAGE**	
BALANCE OWED TO		**TRADE DIFFERENCE**	

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

SUBTOTAL	$125,353.14
BUSINESS TAX	
SALES TAX	
VIT TAX	$285.05
DOCUMENTATION FEE	$295.00
REGISTRATION FEES	$60.00
TOTAL DELIVERED PRICE	$125,993.19
LESS: TRADE-IN ALLOWANCE	
LESS: BALANCE OWED ON TRADE-IN	
TRADE-IN EQUITY	
LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$125,993.19

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

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New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

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4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

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6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade- in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

Customer Initials _____

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 10.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6686***

Authorizing the Purchase of a New Chipper Truck for the Street Maintenance Department from Southwest International through the Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new Chipper Truck from Southwest International through the Sourcewell Purchasing Cooperative for use within the Street Maintenance Department.

Background:

The requested purchase is to replace Unit 471, a 2002 GMC Flat Bed Dump Truck.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet member needs and allows them to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new Chipper Truck will be purchased from Southwest International for $112,942.89 through the Sourcewell Purchasing Cooperative. Funding for this purchase was appropriated in the fiscal year 2020-2021 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Chipper Truck from Southwest International through the Sourcewell Purchasing Cooperative.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6686
International Chipper Truck Quote
Sourcewell NJPA Certificate of Membership

RESOLUTION NO. 6686

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CHIPPER TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM SOUTHWEST INTERNATIONAL THROUGH THE SOURCEWELL PURCHASING COOPERATIVE; 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 to purchase from Southwest International through the Sourcewell Purchasing Cooperative a new Chipper Truck at a total price of One Hundred Twelve Thousand Nine Hundred Forty-Two Dollars and Eighty-Nine Cents ($112,942.89). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

MV607 SBA

Sales Proposal For:

City Of Sherman

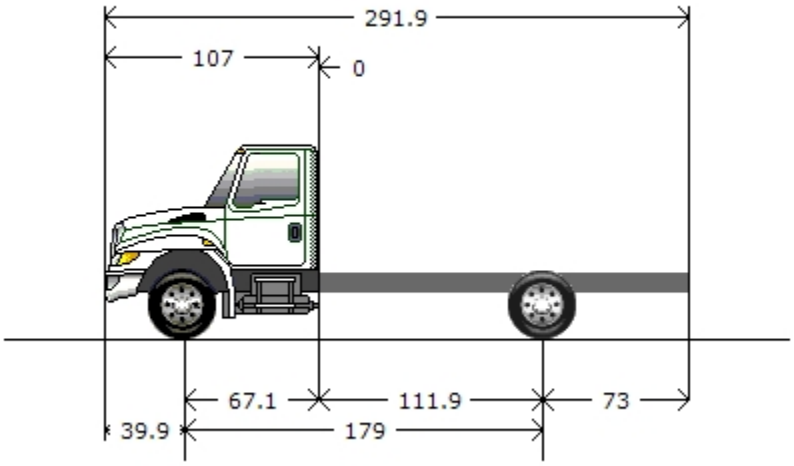
Presented By:

SOUTHWEST INTL TRKS

Prepared For:
City Of Sherman
ERIC SANDBERG
BOX 1106
Sherman, TX 75091-
(903)892 - 7394
Reference ID: CHIPPER TRUCK

Presented By:
SOUTHWEST INTL TRKS
Calvin B Lewis
2105 N. CENTRAL EXPRSWAY
MCKINNEY TX 75069 -
(972)629-3600

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.



Model Profile
2022 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Utility/Service (Other)
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000 Calc. Start / Grade Ability: 36.64% / 2.15% @ 55 MPH Calc. Geared Speed: 75.2 MPH
DIMENSION:	Wheelbase: 179.00, CA: 111.90, Axle to Frame: 73.00
ENGINE, DIESEL:	{Cummins B6.7 250} EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S140} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 6.50
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(5) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 179.00 Wheelbase, 111.90 CA, and 73.00 Axle to Frame.	5355/2774	8129
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	Notes : Pricing may change if axle configuration is changed.		
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL	188/446	634
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LLD	BUMPER, FRONT Contoured, Steel	0/0	0
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	75/-75	0
2ASC	AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity	42/0	42
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	36/0	36
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	-31/-19	-50
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZE	AIR BRAKE ABS {Wabco AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator)	5/0	5
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	8/3	11
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/39	39
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	18/0	18
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	37/1	38
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel	10/6	16
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	0/0	0
4WWZ	DRAIN VALVE (3) with Pull Chains for Air Tanks	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity	124/0	124
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/195	195
5AAA	STEERING COLUMN Stationary	0/0	0
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	27/-5	22
6DGJ	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL100, for 4x2/6x2	0/0	0
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8GHP	ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	-1/0	-1
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/ Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	39/35	74
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted	2/0	2
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8VAY	HORN, ELECTRIC Disc Style	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8VUX	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab	0/0	0
8WBW	JUMP START STUD Remote Mounted	2/0	2
	Includes : JUMP START STUD Mounted to Battery Box		
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XKC	HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled	0/0	0
8XKL	STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start	0/0	0
8XKZ	USB PORT (2) Located in the Instrument Panel	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAD	GRILLE Chrome	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	Includes : PAINT SCHEMATIC ID LETTERS "WP"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
12ERH	ENGINE, DIESEL {Cummins B6.7 250} EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)	0/0	0
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0
	Includes : FAN Nylon		
12UYE	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VBR	AIR CLEANER with Service Protection Element	0/0	0
12VHP	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	2/0	2
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/ B6.7 and ISL/L9 Engines	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	221/62	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged	0/0	0
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral	0/0	0
13WVW	NEUTRAL AT STOP OMIT	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14AKB	AXLE, REAR, SINGLE {Dana Spicer S140} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.50	0/163	163
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/66	66
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine	-1/0	-1
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	21/8	29
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
	Includes		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
16975	HEATER HOSES Silicone	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster	0/0	0
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-14/-4	-18
16KAW	SEAT, TWO-MAN PASSENGER {National} Vinyl, with Under Seat Storage Compartment	53/21	74
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	11/0	11
16SED	GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar	4/0	4
16SNN	MIRRORS (2) C-Loop, Heated, Bright Heads, Black Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height	0/0	0
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16WLM	HOURMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch	2/0	2
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
26DTJ	WHEEL, SPARE, DISC {Maxion 90541} 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted	0/70	70
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-4/0	-4
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8
29007	TIRE, SPARE Equal to Model Standard	0/0	0
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
60AJG	BDY INTG, THROTTLE CONTROL Accommodation for Single Customer Mounted External Engine Speed Control Switch, for Utility Applications, Programmable Mode for Various Switch Actions and Engine Speed Control Option, Only with Vehicle Stopped and Park Brake is Applied (requires 1 Remote Power Module input)	0/0	0
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0
7372135415	(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position	54/0	54
7372135423	(5) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/210	210
	Services Section:		
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
	Total Component Weight:	**6380/4010**	**10390**
1	NEW 14FT CHIPPER BODY	0/0	0
	Total Body Allied:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description	Price
Net Sales Price:	$112,942.89

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

SOURCEWELL NJPA CONTRACT SALE #060920 NVS

CITY OF SHERMAN SOURCEWELL CONTRACT MEMBER NUMBER ID# 2440

ALL PRICING INCLUDES CHIPPER BODY .

INCLUDES SPECIAL LIGHTING, BAR LIGHT AND LED LIGHTING IN BODY CORNERS.

INCLUDES SPARE WHEEL AND TIRE, FITS FRONT AND REAR AXLE.

Purchase orders must have the Sourcewell contract number (060920 NVS) along with the Customers Sourcewell Membership Identification number 2440. Customer confirmation that vehicle is being purchased through the Sourcewell contract

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

SOUTHWEST INTL TRKS
2105 N. CENTRAL EXPRSWAY
MCKINNEY TX 75069 -
(972)629-3600

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 11.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6687***

Authorizing the Purchase of a New International Bucket Truck for the Street Maintenance Department from Southwest International through the Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new International Bucket Truck from the Sourcewell Purchasing Cooperative for use within the Street Maintenance Department

Background:

The requested purchase is to replace Unit 436, a 1999 Ford Bucket Truck.

Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet member needs and allows them to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new Bucket Truck will be purchased from Southwest International for $128,232.12 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2020-2021 Street Maintenance Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Bucket Truck through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6687
International Bucket Truck Quote
Sourcewell NJPA Certificate of Membership

RESOLUTION NO. 6687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW INTERNATIONAL BUCKET TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM SOUTHWEST INTERNATIONAL THROUGH THE SOURCEWELL PURCHASING COOPERATIVE; 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 to purchase from Southwest International through the Sourcewell Purchasing Cooperative a new International Bucket Truck at a total price of One Hundred Twenty-Eight Thousand Two Hundred Thirty-Two Dollars and Twelve Cents ($128,232.12). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

CV515 SFA

Sales Proposal For:

City Of Sherman

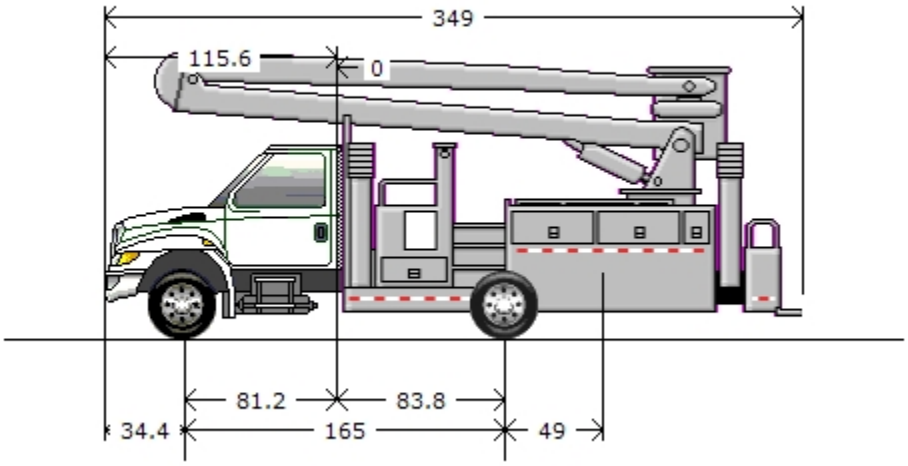
Presented By:

SOUTHWEST INTL TRKS

Prepared For:
City Of Sherman
ERIC SANDBERG
BOX 1106
Sherman, TX 75091-
(903)892 - 7394
Reference ID: VERSALIFT

Presented By:
SOUTHWEST INTL TRKS
Calvin B Lewis
2105 N. CENTRAL EXPRSWAY
MCKINNEY TX 75069 -
(972)629-3600

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.



Model Profile
2020 CV515 SFA (CV515)

AXLE CONFIG:	4X2
APPLICATION:	Utility/Service (Other)
MISSION:	Requested GVWR: 25500. Calc. GVWR: 23500 Calc. Start / Grade Ability: 30.09% / 2.07% @ 55 MPH Calc. Geared Speed: 107.2 MPH
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 49.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2700 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 26,000 GCW Max, On/Off Highway
AXLE, FRONT NON-DRIVING:	{Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.10
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(5) 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
CV51500	Base Chassis, Model CV515 SFA with 165.00 Wheelbase, 83.80 CA, and 49.00 Axle to Frame.	4671/2886	7557
1570	TOW HOOK, FRONT (2) Frame Mounted	13/-1	12
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	Notes : Pricing may change if axle configuration is changed.		
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	40/33	73
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	2/0	2
1LRZ	BUMPER, FRONT Contoured, Steel, Painted Black	0/0	0
1WEB	WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)	0/0	0
2AJL	AXLE, FRONT NON-DRIVING {Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity	0/0	0
3ADA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 8,000-lb Capacity, with Shock Absorbers	0/0	0
3WAP	STABILIZER BAR, FRONT	50/0	50
4240	BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control	0/0	0
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0
4GBJ	BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted	0/0	0
4XCU	BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0
4XCV	BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0
5708	STEERING COLUMN Tilting	0/0	0
5CBG	STEERING WHEEL 4-Spoke; 15" Dia., Black	0/0	0
5PSS	STEERING GEAR {Bosch S2 8014 Plus} Power	0/0	0
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2	0/0	0
7BLL	EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0
7XAA	MANUAL REGEN Capability	0/0	0
8002	ELECTRICAL SYSTEM 12-Volt for CV Model	0/0	0
	Includes : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever		
8GJA	ALTERNATOR {Denso SC2} Brush Type, 12 Volt, 150 Amp Capacity	0/0	0
8HBW	TRAILER BRAKE CONTROL Integrated	6/13	19
8HXV	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Crew Cab at Left Frame; Includes One Sealed Connector for Separate Ground/Backup/Left and Right Hand Turn, Left and Right Hand Tail/Stop/Accessory Power and Combined for Left and Right Hand Stop/Turn	3/1	4
8MWA	BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud	0/0	0
8RNM	RADIO AM/FM/Clock/Bluetooth, Seek/Scan, with 7" Touch Panel Display	1/0	1
8RNU	SPEAKERS (6)	2/0	2
8RNY	CAMERA SYSTEM, REAR VIEW Includes Camera, Mounting, Wiring and Interface to the Monitor, for the Back-up Camera System	1/1	2
8TRA	TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	8/-2	6
8TUK	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, LED Lights for Stop, Turn and Tail Lights, Incandescent Backup Lights, with Rear Reflex Reflector, Includes LED License Plate Light	0/1	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0
8WBW	JUMP START STUD Remote Mounted	3/0	3
8XJN	HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights	0/0	0
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0
8XJW	STARTING MOTOR 12 Volt	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9HBZ	GRILLE Molded in Dark Gray	0/0	0
9HCU	RADIATOR STONE GUARD Mounted to Front Bumper	4/0	4
9WAC	BUG SCREEN Mounted Behind Grille	0/0	0
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
9WBS	FENDER EXTENSIONS Molded in Black	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance	0/0	0
10XAX	GVWR WEIGHT CLASSIFICATION Class 6 (19,501-26,000 lbs)	0/0	0
12GAG	ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max) Includes : GLOW PLUG Automatic with Indicator Light : OIL FILTER, ENGINE Spin-On Type	0/0	0
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled	0/0	0
12VGC	AIR CLEANER Single Element, with Water Separator	0/0	0
12VHV	FEDERAL EMISSIONS {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2021	0/0	0
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control	0/0	0
12WUU	GOVERNOR Electronic Road Speed Type; with 75 MPH Default	0/0	0
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
13AXH	TRANSMISSION, AUTOMATIC {Allison 2700 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 26,000 GCW Max, On/Off Highway	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	0/0	0
14AJE	AXLE, REAR, SINGLE {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.10	0/12	12
14SAE	SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs	0/41	41
14WAP	SHOCK ABSORBERS, REAR (2)	0/50	50
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0
15SZN	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab Includes : CAB DOOR LOCKS Power Door Locks All Doors	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console : READING LIGHT, CAB Located in Overhead Console : STEP (2) One Per Door : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
16ACB	MIRROR, INSIDE REAR VIEW with Manual Tilt	0/0	0
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint	0/0	0
16CEM	COLOR, INTERIOR Dark Ash	0/0	0
16HCT	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information	0/0	0
16KVS	SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar	0/0	0
16LVR	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline	0/0	0
16SPS	MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Black Heads and Arms, for 96" Load Width	5/0	5
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	Includes : SUN VISOR (2) Vinyl		
16WAK	WINDOW, POWER (2) in Left and Right Doors	0/0	0
16XCP	AIR BAG, FRONT, DRIVER SIDE	0/0	0
16XCR	AIR BAG, FRONT, PASSENGER SIDE	0/0	0
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0
16XZA	AIR CONDITIONER with Heater, Single Zone	0/0	0
26DTX	WHEEL, SPARE, DISC {Accuride 50180} 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted	0/59	59
27DTX	WHEELS, FRONT {Accuride 50180} DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
28DTX	WHEELS, REAR {Accuride 50180} DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
29007	TIRE, SPARE Equal to Model Standard	0/0	0
29SAE	WHEEL SEALS, FRONT {Chicago Rawhide Nitrile} for Oil Lubricated Wheel Bearings	0/0	0
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
7789445436	(2) TIRE, FRONT 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All-Position	6/0	6
7789445436	(5) TIRE, REAR 225/70R19.5 Load Range H CROSSTRAC HA3 (CONTINENTAL), 649 rev/mile, 75 MPH, All-Position	0/15	15

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Services Section:		
40131	WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0
	Total Component Weight:	**4815/3109**	**7924**
1	VERSAILIFT SST-37-EIH	0/0	0
	Total Body Allied:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description	Price
Net Sales Price:	$128,232.12

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased

Purchase orders must have the Sourcewell contract number (060920-NVS) along with the Customers Sourcewell Membership Identification number 2440. Customer confirmation that vehicle is being purchased through the Sourcewell contracted with the quality and service of an International vehicle.

ALL PRICING INCLUDES THE VERSALIFT SST-37-EIH.

LIGHT BAR INCLUDED.

SPARE TIRE AND WHEEL INCLUDED TO FIT FRONT AND REAR AXLES

Approved by Seller:

Official Title and Date

Authorized Signature

SOUTHWEST INTL TRKS
2105 N. CENTRAL EXPRSWAY
MCKINNEY TX 75069 -
(972)629-3600

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 12.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6688***

Authorizing the Purchase of a New 2020 John Deere Box Blade for the Street Maintenance Department from RDO Equipment through the Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new 2020 John Deere Box Blade from RDO Equipment through the Sourcewell Purchasing Cooperative for use within the Street Maintenance Department.

Background:

The requested purchase is a new purchase that will be used in the Street Maintenance Department in the repair of city roads. The department is currently renting a Box Blade; and this purchase will allow the department to discontinue renting the current one.

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet member needs and allows them to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Department of Public Works

Financial Consideration:

The new 2020 John Deere Box Blade will be purchased from RDO Equipment for $83,934.55 through the Sourcewell Purchasing Cooperative. Funding for this purchase was appropriated in the fiscal year 2020-2021 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2020 John Deere Box Blade through the Sourcewell Purchasing Cooperative.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6688

John Deere Box Blade Quote

Sourcewell NJPA Certificate of Membership

RESOLUTION NO. 6688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2020 JOHN DEERE BOX BLADE FOR THE STREET MAINTENANCE DEPARTMENT FROM RDO EQUIPMENT THROUGH THE SOURCEWELL PURCHASING COOPERATIVE; 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 to purchase from RDO Equipment through the Sourcewell Purchasing Cooperative a new 2020 John Deere Box Blade at a total price of Eighty-Three Thousand Nine Hundred Thirty-Four Dollars and Fifty-Five Cents ($83,934.55). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

Investment Proposal (Quote)

RDO Equipment Co.
2902 N Central Expy
McKinney TX, 75071
Phone: (214) 856-4899 - Fax:

Proposal for:
CITY OF SHERMAN
PO BOX 1106
SHERMAN, TX, 750911106
GRAYSON

Investment Proposal Date:	1/30/2020
Pricing Valid Until:	2/29/2020
Deal Number:	1281756
Customer Account#:	7260002
Sales Professional:	Justen Phillips
Phone:	(972) 438-4699
Fax:	(972) 438-6789
Email:	JPhillips@rdoequipment.com

Comments

Sourcewell Contract 032515-JDC

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	TBD TBD	0	New 2020 JOHN DEERE 210L	$137,610.15
			Customer Discount Sourcewell Contract 032515-JDC	($53,675.60)
			Warranty -John Deere Power Train & Hyd.-60 Months, 3000 Hours,Deductible: 0	$0.00
			Equipment Subtotal:	**$83,934.55**

Purchase Order Totals

Balance:	$83,934.55
Tax Rate 3: (TXEG 0%)	$0.00
Sales Tax Total:	$0.00
Sub Total:	$83,934.55
Cash with Order:	$0.00
Balance Due:	**$83,934.55**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2020 JOHN DEERE 210L	7001T8 210L TRACTOR LOADER
			170C JDLINK 4G 5 YR SUBSCRIPTION
			2025 OPEN CANOPY
			2213 VINYL OPEN SUSPENSION SEAT
			3085 3085 AXLE MSB W/O LS DIFF
			4200 DOUBLE HITCH TILT
			5330 3FUNC/5 FUNC ELECTRO HYDRAUL
			7005 7005 BATTERY GP-SINGLE
			7640 MP BUCKET W/SHOES & BOLT ON
			8052 LIGHT GP-OPEN STATION STD
			8095 ANTI THEFT
			8097 REAR WEIGHT GP-1500 LBS
			8100 WHEEL WEIGHT GP
			8110 HAND THROTTLE
			8115 MFWD DRIVE LINE GUARD
			8120 284 BOX BLADE
			8130 8130 RIDE CONTROL GP
			8150 HEAVY DUTY GRILL FRAME FT4
			8160 TRANSMISSION GUARD

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 13.**

Meeting Date: 01/04/2021
Prepared By: Kevin Winkler, Public Works Manager
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6689***

Authorizing the Purchase of a New 2021 Ford Super Duty F-350 Truck for the Street Maintenance Department from Holiday Ford Whitesboro

Issue:

To consider approval of a resolution to purchase a new 2021 Ford Super Duty F-350 Truck from Holiday Ford Whitesboro for use within the Street Maintenance Department

Background:

The requested purchase will be used to facilitate picking up palleted quantities of street materials and to carry the Thermoplastic Application Trailer to be used within the Street Maintenance Department. Quotes were solicited from vendors within Sherman; and one response was received. The response from the Sherman vendor was not the lowest quote.

Origination:

Department of Public Works

Financial Consideration:

The new 2021 Ford Super Duty F-350 Truck will be purchased from Holiday Ford Whitesboro for $32,715.00. Funding for this purchase was appropriated in the fiscal year 2020-2021 Street Maintenance Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2021 Ford Super Duty F-350 Truck from Holiday Ford Whitesboro.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6689
Ford F-350 Truck Quote

RESOLUTION NO. 6689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2021 FORD SUPER DUTY F-350 TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLIDAY FORD WHITESBORO; 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 to purchase from Holiday Ford Whitesboro a new 2021 Ford Super Duty F-350 2WD Regular Cab Truck at a total price of Thirty-Two Thousand Seven Hundred Fifteen Dollars and No Cents ($32,715.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

$32715.00 City of Sherman Government Pricing
Includes J&I 9'4" flatbed with 2) Underbody Boxes & Installation

Vehicle: [Fleet] 2021 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 145" WB 60" CA (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 145" WB 60" CA XXXXXXX

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL		MSRP
F3G	[Fleet] 2021 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 145" WB 60" CA	W/A	
	OPTIONS		
153	Front License Plate Bracket	W/A	
17F	XL Decor Group	Inc.	
43C	110V/400W Outlet		XXXXX
44G	Transmission: TorqShift 10-Speed Automatic		$0.00
512	Spare Tire, Wheel & Jack		XXXXXX
52B	Trailer Brake Controller		XXXXX
61J	4-Ton Hydraulic Jack	Inc.	
640A	Order Code 640A		$0.00
64K	Wheels: 17" Argent Painted Steel		$0.00
67E	240 Amp Alternator		XXXXX
90L	Power Equipment Group		XXXXX
942	Daytime Running Lamps (DRL)		XXXXX
96V	XL Value Package		XXXXX
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)		$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat		$0.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S		$0.00
X37	3.73 Axle Ratio		$0.00

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Data Version: 12497. Data Updated: Dec 1, 2020 10:56:00 PM PST.

Vehicle: [Fleet] 2021 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 145" WB 60" CA (Complete)

Z1	Oxford White		$0.00
	SUBTOTAL	**W/A**	
	Adjustments Total	W/A	
	Destination Charge	W/A	
	TOTAL PRICE	**W/A**	

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 12497. Data Updated: Dec 1, 2020 10:56:00 PM PST.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 14.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6690***

Authorizing the Purchase of a New 2021 Ford Super Duty F-250 Crew Cab Truck for the Street Maintenance Department from Holiday Ford Whitesboro

Issue:

To consider approval of a resolution to purchase a new 2021 Ford Super Duty F-250 Crew Cab Truck from Holiday Ford Whitesboro for use within the Street Maintenance Department

Background:

The requested purchase is a new purchase to be used to facilitate tools and supplies needed for asphalt paving operations in the Street Maintenance Department. Quotes from Sherman vendors were solicited for this purchase; and only one response was received. The quote received from the Sherman vendor was not the lowest cost.

Origination:

Department of Public Works

Financial Consideration:

The new 2021 Ford Super Duty F-250 Crew Cab Truck will be purchased from Holiday Ford Whitesboro for $37,936.00. Funding for this purchase was appropriated in the fiscal year 2020-2021 Street Maintenance budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2021 Ford Super Duty F-250 Crew Cab from Holiday Ford Whitesboro.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6690
Ford F-250 Truck Quote

RESOLUTION NO. 6690

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2021 FORD SUPER DUTY F-250 CREW CAB TRUCK FOR THE STREET MAINTENANCE DEPARTMENT FROM HOLIDAY FORD WHITESBORO; 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 to purchase from Holiday Ford Whitesboro a new 2021 Ford Super Duty F-250 2WD Crew Cab Truck at a total price of Thirty-Seven Thousand Nine Hundred Thirty-Six Dollars and No Cents ($37,936.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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 PYLER, MAYOR

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

BY: _____
CITY ATTORNEY

$37936.00 City of Sherman Government Pricing
Stahl Service Body and Liftgate Installed

Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 8' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 8' Box MSRP:$38,620.00

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift-G 6-Spd Auto w/SelectShift

OPTIONS

CODE	MODEL	MSRP
W2A	[Fleet] 2021 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 8' Box	$38,620.00
	OPTIONS	
43C	110V/400W Outlet	$170.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	$0.00
512	Spare Tire, Wheel, Carrier & Jack	$295.00
52B	Trailer Brake Controller	$270.00
600A	Order Code 600A	$0.00
64A	Wheels: 17" Argent Painted Steel	$0.00
66D	Pickup Box Delete	($625.00)
66S	Upfitter Switches (6)	$105.00
872	Rear View Camera & Prep Kit	$415.00
90L	Power Equipment Group	$1,075.00
942	Daytime Running Lamps (DRL)	$45.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	$0.00
X37	3.73 Axle Ratio	$0.00
Z1	Oxford White	$0.00
	SUBTOTAL	$39,635.00

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Data Version: 12497. Data Updated: Dec 1, 2020 10:56:00 PM PST.

Vehicle: [Fleet] 2021 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 8' Box (Complete)

Adjustments Total	$0.00
Destination Charge	[illegible]
TOTAL PRICE	[illegible]

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 12497. Data Updated: Dec 1, 2020 10:56:00 PM PST.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 15.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6691***

Authorizing the Purchase of a New 40 cubic yard Frontier Front Loader Body for the Solid Waste Department from Bridgeport Manufacturing through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider approval of a resolution to purchase a new 40 cubic yard Frontier Front Loader Body from Bridgeport Manufacturing through H-GAC for use within the Solid Waste Department.

Background:

The requested purchase is a new purchase to be used by the Solid Waste Department in the expansion of routes to accommodate the growth of the city.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination:

Department of Public Works

Financial Consideration:

The new 40 cubic yard Front Loader Body will be purchased from Bridgeport Manufacturing for $118,999.00 through the H-GAC. Funding for this purchase was appropriated in the fiscal year 2020-2021 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Front Loader Body through H-GAC.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6691
Front Loader Quote
H-GAC Interlocal Agreement

RESOLUTION NO. 6691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 40 CUBIC YARD FRONTIER FRONT LOADER BODY FOR THE SOLID WASTE DEPARTMENT FROM BRIDGEPORT MANUFACTURING THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); 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 to purchase from Bridgeport Manufacturing, through the Houston-Galveston Area Council of Governments (H-GAC), a new 40 cubic yard Frontier Front Loader Body for the Solid Waste Department at a total price of One Hundred Eighteen Thousand Nine Hundred Ninety-Nine Dollars and No Cents ($118,999.00), in accordance with the provisions of the H-GAC proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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: _____
CITY ATTORNEY

Bridgeport MANUFACTURING

QUOTE

PO Box 1212
Breckenridge, TX 76424
t. 940.683.5477

Number BMIQ3288

Date Nov 20, 2020

Bill To / Ship To

City of Sherman
Jimmy Mrozinski
811 South East Street
Sherman, TX 75090

Phone 903 892 7288

End User

City of Sherman
Jimmy Mrozinski
811 South East Street
Sherman, TX 75090

Phone 903 892 7288

Here is the quote you requested.

Salesperson	Quote Good Through	Ship Via	FOB
JR	3/20/2021		Origin

Qty	Description	Unit Price	Ext. Price
1	40 cu yd Frontier Front Loader Commercial East Coast Complete With All Standard Equipment Including: Vane Pump, LED Lights - Strobe Array, Strobe Light, Work Lights, Body Side Ladder & Clean Out Door, Tailgate w/ Rubber Seal, Clean Out Sump, Hydraulic Sliding Hopper Cover, Replaceable Fork Bushings, 10,000 lb Clamp-On Arms, Body Mounted 20 lb Fire Extinguisher. With the Following Options: -	$109,462.00	$109,462.00
1	FEL Canopy Sweep	$408.00	$408.00
1	Full Eject Blade	$3,169.00	$3,169.00
1	Sump - Clean Out doors 6" x 20"	$500.00	$500.00
1	Body - Service Hoist	$1,500.00	$1,500.00
1	Safety - 3 Camera System loactions Center of hopper towards rear of trucks ,Tailgate and curb side forward of cab tied to right blinker	$3,360.00	$3,360.00
1	Transmision mounted pump	$0.00	$0.00

One year parts and labor
Two year warranty on paint against delaminated and dulling
5 year warranty against structual defects for body and arms
Training is included
Paint on body to match cab
Suggested wheel base on a cabover is 210"
Our HGAC # is RH0820

SubTotal	$118,399.00
F.E.T.	$0.00
Shipping	$600.00
Total	**$118,999.00**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, ON PARTS AND LABOR.- BMI WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEEMENT.

The intent of these specifications is to cover minimum requirements for a new unused full eject style front load body for lifting and dumping 2-8 yard standard industry containers. Failure to complete this information is grounds for rejection of the bid. Bidders are requested to state wherein your equipment meets or fails to meet the specifications by checking 'Yes' or 'No' in the provided space. Any exceptions must be noted in the 'Offered' column			
Overall Dimensions	Yes	No	Offered
Body length with arms up will not exceed:			
40 cu yd. = 295" including tailgate (excludes canopy)			
Body height with arms up is 120.5"			
Body height with arms down is 114"			
Body width outside is 101.75"			
Body width inside is 97"			
Upper hopper inside width is 83"			
Upper hopper opening is 87"			
Body	Yes	No	Offered
Body can dispense a load by means of hydraulic ejection.			
Total Capacity (Including 10 cu yd. hopper): 40 cu yds.			
Body floor is $^{3}/_{16}$" AR-400. Floor is tapered 4 ½" front to back for easy unloading.			
Floor cross members are formed from 6" x 3" x $^{3}/_{16}$" high tensile plate interlaced in 6" x 3" x ¼" tubing long members on 14" centers throughout the hopper area.			
Body sides are $^{3}/_{16}$" AR-235 rolled into a broad radius with an 8" lip formed in the top to make up outside of roof.			
Body posts are formed 6" x 4" x $^{3}/_{16}$" channels using high tensile plate.			
The first 24" of the body roof is $^{3}/_{16}$" hi tensile steel plate rolled into a broad radius for added strength. Body rear roof sheet is 10 Ga. high tensile steel plate rolled into a broad radius.			
Body roof cross members are formed 6" x 4" x 3/16" channels made from high tensile plate.			

A one-piece canopy is bolted to the front of the body to protect the cab. A service hoist is standard to lift the body to be able to tilt the cab.			
Hopper	Yes	No	Offered
The hopper measures 95" long and 97" high with a 10 cu yd. capacity.			
Lower hopper sides are formed from a minimum of 3/16" AR-400 plate 60" high x 96" long rolled into a broad radius for strength and material flow.			
Upper hopper sides are formed from $^{3}/_{16}$" high tensile steel plate.			
Hopper floor is ¼" AR-400 hopper floor material covering the entire hopper area and extending 24" into the body.			
Hopper front is completely enclosed 14 Ga. sheet metal/expanded metal for viewing behind the packer.			
Hopper access door is hinged and covers a 24" x 36" opening on the driver side of hopper. Door has an interlock switch to shut down the system when open.			
The sliding hopper cover opens automatically when raising arms but must be closed with the cab control switch. A pressure limiter on the extended stroke of the cylinder is used to protect the cylinder and the door. Hopper cover is made with 2" square tubing and 14 ga sheet metal.			
Hopper cover skids are a 1" black UHMW strips bolted to the tubing frame.			
Packing Mechanism	Yes	No	Offered
Packing force is 23 lbs. per square inch. The packer is constructed using a tube frame assembly with black UHMW adjustable side skid plates to correct any developed looseness without removing the packer from the body. Packer structural tubing frame measures 82" x 80". Lower packer plate is ¼" AR-400 plate. Upper packer plate will be 3/16" AR-400 plate. Bottom wear plates are 3/8" x 3" x 42" AR-400 plate. Top wear plate is ¼" x 2" x 2 x 42" AR-400 plate. Side wear plates are adjustable 1-½" x 3" x 42" black UHMW. The packer panel cycle time is 48 seconds.			
Two (2) 6- ½" bore x 184" stroke 3-stage packer cylinders are mounted horizontal and lay across the width of the hopper in a standard scissor arrangement. The packing force of each cylinder is 74,500 psi.			

Loading Arms and Forks	Yes	No	Offered
Over the cab arms are rated at 10,000 lb. capacity and come to a progressively slow stop before coming in contact with the rubber arm stops. Extra-long arm pivot shaft bushings are fixed. Arms are clamped to the shaft for easy dis-assembly and for timing the left and right arms together.			
Loading arms are constructed from flame cut pieces welded into a box frame design 3 1/2" thick and 10" wide.			
The arm pivot shaft is constructed of 4 1/2" OD x 1/2" wall D.O.M. round tubing. Two (2) pivot bushings a minimum of 12" long to prevent wear of the bushings or pivot shaft.			
The forks are constructed of 1 1/2" T-1 plate, 53" long and tapered at the end. The tips of the forks at the dump position are not to exceed 13' 6" from the ground. Forks rotate inside replaceable aluminum bronze split bushings that bolt to arms with 4 each 3/4", grade 8, bolts on each side. Fork shafts are 4 1/2" OD x 1/2" wall D.O.M. grade steel tubing.			
Arm cylinders: Two each 4" bore x 42" stroke x 2" rod Fork cylinders: Two each 3" bore x 24" stroke x 1- ¾" rod			
Arm and fork cylinders have spherical bearing rod ends to relieve side load.			
Full cycle time for arm/fork operation is 12 seconds at 1200 RPM.			

Tailgate	Yes	No	Offered
Tailgate is a (1) piece, bubble style, top hinged. Tailgate uses 3/16" AR-235 plate framed with 5 ½" x 5 ½" x 3/16" C channel, secured to the body using two (2) sets of hinges with 1 ½" hinge pins at the roof line. The door is secured in the closed position by means of separately controlled horizontal lock pins. A heavy duty rubber seal is installed along the bottom and partially up the side 24" to prevent leakage. Tailgate cylinders are 3" bore x 18" stroke and roof mounted to allow for a wider body. Lock cylinders are 3" bore x 4" stroke.			

Service Hoist	Yes	No	Offered
Service hoist raises the front of the full eject body 24" using (2) each 3- ½" bore x 2" rod single acting hydraulic cylinders mounted outside the chassis frame. Body stands are installed for protection. The hoist is activated by an electric toggle switch located in the cab.			

Hydraulics and Controls	Yes	No	Offered
The hydraulic pump is a Vane type that flows 42 GPM at 1200 RPM.			
The directional valve for the arms, forks, hopper cover and packer is a Parker Model VG35 with integral relief set at 2250 PSI. The directional valve for the hoist, tailgate and tailgate lock is a Hydraforce cartridge/manifold.			
Hydraulic reservoir is a 53-gallon, frame mounted, steel construction tank with internal baffling, sight level gauge, by-pass gauge, and air breather.			
Hydraulic reservoir is also equipped with a 90 gpm 10 micron return filter with fiberglass media. Filter housing bowl is welded to top of reservoir to eliminate need for a gasket. Reservoir has a mesh 100 gpm suction strainer.			
Hydraulic hoses are Parker tough cover or equal with "bite wire" type crimped fittings with a nylon guard in tight areas. All hoses over ½" are 4 wire mesh. Stainless steel tubing is used wherever possible and held in place with shock absorbing bolt-on clamps. All hose ends, tubing and adapters have JIC 37-degree flares. Pipe thread or flat-faced O-ring seals are not acceptable.			
All cylinders and valves shall have straight thread O-ring boss porting. Cylinder pin material is stress proof C1144.			
Arm/Fork controller is a 4-way metering air joystick controller mounted separately from the other controls. The controller is mounted with an arm rest pad within comfortable reach of the driver. The Flodraulic brand controller shall communicate with the hydraulic valve air shifters in a metering function providing more control of the loading process.			
The fork dump control is locked out unless the packer is fully retracted to prevent dumping behind the packer.			
The System Reset button must be pressed after starting the truck to activate any and all functions.			
A cab mounted air/water separator is used to protect pneumatic components.			
Packer cycle consists of a cycle start button and emergency stop button. Cycle will rev engine automatically to 1200 RPM if the truck is in neutral. The packer will automatically cycle through the hopper and return to the retracted home position.			

Miscellaneous controls for the hoist and tailgate are operated by electric toggle switches with a built-in safety feature. Hopper cover is also run by an electric toggle switch and opens automatically when raising the loader arms.			
Indicator lights and alarms mounted on the console will be provided for hoist up, pump on, and tailgate unlocked. Tailgate unlocked switch will be wired to an audible alarm.			
Lighting	Yes	No	Offered
All lighting shall meet or exceed DOT and Federal Safety Standards.			
Clearance, back-up and directional lighting is Grote, anti-shock lens mounted in a protective housing, that is pop-out and replaceable.			
Lower tailgate will have grommet mounted 4 ½" round LED lights consisting of red stop lights. Back up, tail and turn lights are also cab operated strobe lights.			
Upper tailgate will have grommet mounted 4 ½" red stop, tail and turn, amber strobe, three (3) each of a 6" oblong red LED stop and tail lights in the center and 2 ½" upper rear clearance markers.			
Clearance lights are 6" oblong red LED lights for rear clearance, turn signals.			
Paint	Yes	No	Offered
The completed unit is cleaned, and all weld slag removed. The unit is acid washed and dried before primer is applied.			
2 coats of Endura direct to metal urethane primer are used. The entire body is sanded to ensure a smooth finish.			
Endura single stage urethane top coat is applied, and the body is baked dry. Body is clear coated after paint for shine and protection.			
Miscellaneous	Yes	No	Offered
An access ladder is provided on the right hand side of body, OSHA approved with 12" wire and 7" deep rungs.			
CNG Installation	Yes	No	Offered
A 60-120 dge capacity CNG fuel system is installed in an approved tank enclosure and includes a regulator, pressure gauges, fuel spout and control box. The certified enclosure is a prefabricated steel or aluminum box with a hinged access door and positive latch.			

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-1539

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY Talmadge M Buie

TALMADGE M BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [signature] Date 7/27/91
Manager of Cooperative Purchasing

BY [signature] Date 8/3/91
March 28, 1991

Jack Steele
Executive Director

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 16.**

Meeting Date: 01/04/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6692***

Authorizing the Purchase of a New 2021 Autocar Xpeditor ACX64 Chassis for Use as a Commercial Front End Loader within the Solid Waste Department from Chastang Enterprises through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new 2021 Autocar Xpeditor Chassis from BuyBoard to be used as a Commercial Front End Loader within the Solid Waste Department

Background:

The requested purchase is a new purchase to be used by the Solid Waste Department in the expansion of routes to accommodate the growth of the city.

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

Origination:

Department of Public Works

Financial Consideration:

The new 2021 Autocar Xpeditor Chassis will be purchased from Chastang Enterprises for $185,994.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2020-2021 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2021 Autocar Xpeditor Chassis through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6692
Autocar Quote
BuyBoard Interlocal Agreement

RESOLUTION NO. 6692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2021 AUTOCAR XPEDITOR ACX64 CHASSIS FOR USE AS A COMMERCIAL FRONT END LOADER WITHIN THE SOLID WASTE DEPARTMENT FROM CHASTANG ENTERPRISES THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 to purchase from Chastang Enterprises, through the Texas Local Government Purchasing Cooperative (BuyBoard), a new 2021 Autocar Xpeditor ACX64 Chassis for use as a Commercial Front End Loader by the Solid Waste Department at a total price of One Hundred Eighty-Five Thousand Nine Hundred Ninety-Four Dollars and No Cents ($185,994.00), in accordance with the provisions of the proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2020-2021 budget.

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

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: _____
CITY ATTORNEY

Chastang AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Sherman	QUOTE DATE:	12/3/2020
CONTACT	Jimmy Mrozinski	QUOTED BY:	Carl Norberg
PHONE:	903-892-7288	PHONE:	713-678-5060 512-557-7453
EMAIL:	jimmym@cityofsherman.com	EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2021 Autocar Xpeditor ACX64 Suitable for use as Commercial Front End Loader						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
Single LH Drive Cab
Tilt/Telescop Steering Column
Allison 3000 Series 5-Speed
Cummins L9 350HP Diesel Engine

STANDARD EQUIPMENT
Air Conditioning
Technical Training Manuals
Autocar 24/7 Tech Support
RP 170 Connectors

OPTIONAL EQUIPMENT
Cummins X12 350HP
Allison 4500 Series 6 Speed Transmission
Front Engine PTO Prep
46,000 Rear Suspension
Vocational Frame Prep/Double Frame
22,000 Front Suspension
Aux. Load Cushions
Chassis Engineering Layout
Pneumatic Cab Lift Assist
46,000 Rear Suspension
Double Frame
Allison Transmission Retarder
Work Brake-Yellow Valve Activated
Central Air Drain Manifold
Aux. Shock Absorbers
Turbo Heat Shield
Trans Oil Cooler

OPTIONAL EQUIPMENT	
Auto Neutral Trans and Vocation Programming	
Autocar Advanced Diagnostic Display	
Oil Pan Guard	
Dual Fire Extinguishers	
4 Wheel Lock	
16" Two Stage Air Cleaner	
16.5x7 Front Brakes	
16.5x8.62 Rear Brakes	
Overhang over 56"	
46,000 Rear Axle	
Refuse Suspension Prep	
Air Ride Driver's Seat	
Aluminum 22.5 Wheels ($4250 option NOT included)	
315/80R22.5 Rear Tires	
5 Year Cummins Aftertreatment Warranty	
5 Year Transmission Warranty	
5 Year Cummins X12 Warranty	
CHASSIS OPTIONS	133812
CHASSIS OPTION DISCOUNT (-3.2%)	-4282
CHASSIS TOTAL	185594

BODY EQUIPMENT

BODY VENDOR:		PROPOSAL NO.		ITEM NO.		ITEM PRICE:	
BODY MFG:		MODEL:		TYPE:		CAPACITY:	

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Chassis on order; complete April 2021

UNIT PRICE	185594
QUANTITY	1
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	185994

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

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

GENERAL PROVISIONS

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

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

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

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 01/04/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Construction of Hilre Drive Extension

Issue:

Requesting permission to advertise for bids the construction of Hilre Drive Extension

Background:

With the increase in traffic on North Creek Drive, the close proximity of the Knollwood Road intersection to the North Creek Drive and F.M. 131 (North Travis Street) intersection is becoming a traffic safety issue. The northeast corner of Knollwood Road and North Creek Drive will soon be developed with more housing units, creating additional traffic on Knollwood Road. A pending traffic signal is scheduled to be installed by the Texas Department of Transportation (TxDOT) in 2021 at the F.M. 131 and North Creek Drive intersection. The Knollwod Road connection to North Creek Drive must first be closed for the traffic signal to safely operate. As a result of the need to close Knollwood Road at North Creek Drive, Hilre Drive will be extended to the west approximately 430 linear feet from Knollwood Road to F.M. 131 (North Travis Street).

Staff is seeking permission to advertise for bids the construction of Hilre Drive Extension. This includes construction of a two-lane undivided road that will connect the existing Hilre Drive to F.M. 131 (North Travis Street).

Origination:

Engineering Department

Financial Consideration:

This project will cost approximately $438,000.00 and is funded through the Capital Improvement Program. The cost of advertising is expected to be less than $300.00.

Staff Recommendation:

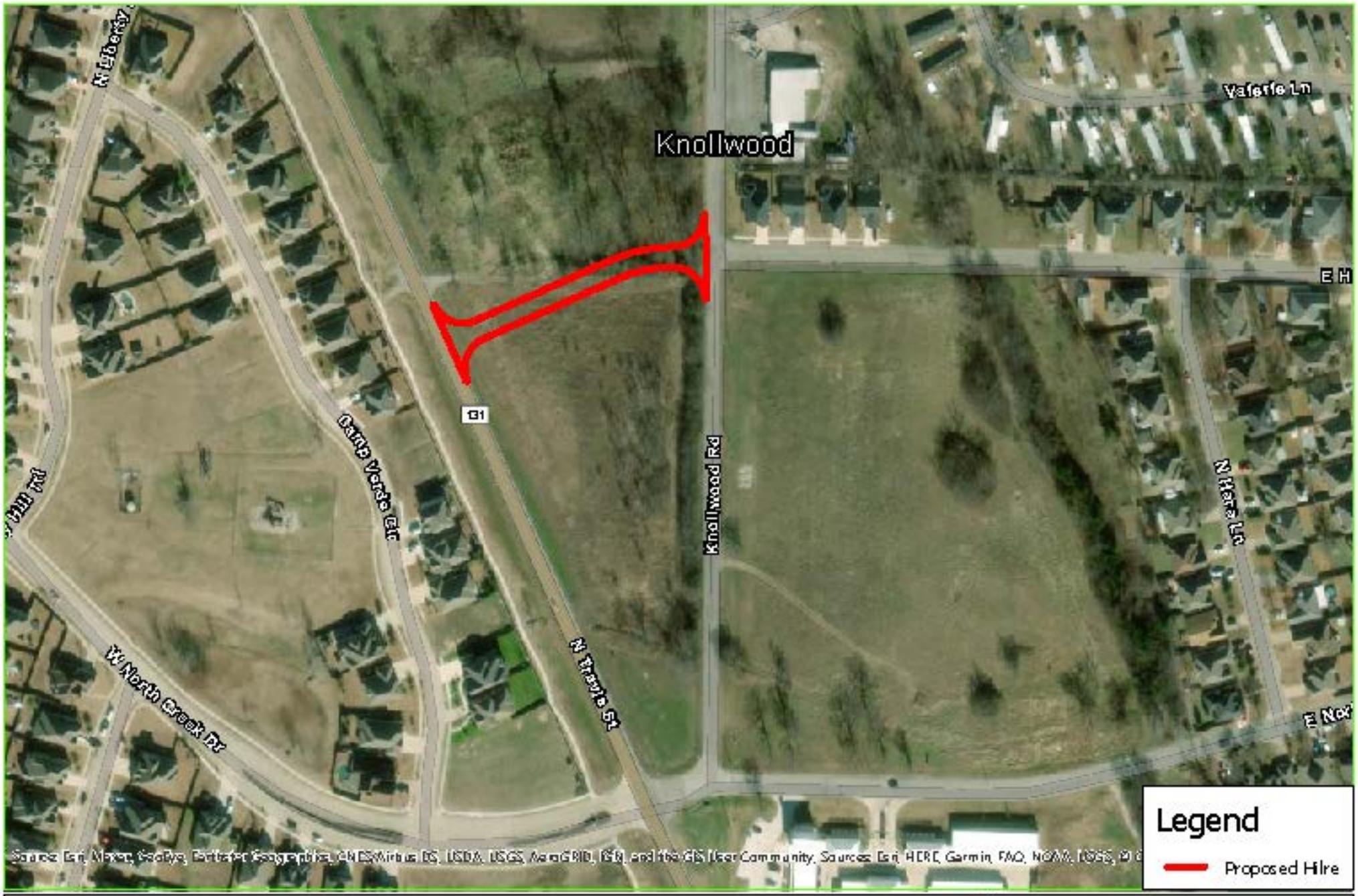
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map



N

0 50 100 200 300 400

Feet

Proposed Hilre Drive

Sherman

CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 01/04/2021

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***

WWTP Operations Building Additions and Remodel Project

Issue:

Requesting permission to advertise for bids the construction of the WWTP Operations Building Additions and Remodel Project

Background:

The project includes the construction of proposed modifications to existing building, building additions, pavement, sidewalks, water and sewer service lines, plumbing, HVAC and electrical improvements at the Post Oak Wastewater Treatment Plant for the City of Sherman.

Origination:

Engineering Department

Financial Consideration:

The project estimate of probable cost is approximately $1,200,000.00. This project is funded through the Greater Texoma Utility Authority (GTUA) $13.59M Clean Water SRF made available by the Texas Water Development Board. The cost of advertising is expected to be less than $500.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map

VIETNAM VETERANS
SH 11
POST O
Renovation of
WWTP Control Building
N
0
200
400
800
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 01/04/2021
Prepared By: Kevin Winkler, Public Works Manager
Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***
Annual Water and Sewer Maintenance Supplies and Parts

Issue:

Approve advertising for bids that will provide the City with water and sewer supplies and parts for annual maintenance work

Background:

Annually, the City requests bids or renews the contract, if able, for our supply of water and sewer supplies and parts. The water and sewer piping supplies and parts are used in the maintenance of the City's water system and sewer system. The staff is requesting to advertise for a new annual supply contract. The final contract renewal is expiring in February 2021, requiring a new request for public bids.

Origination:

Distribution Services

Financial Consideration:

Purchases are made with budgeted funds in the Utility Fund and are included in the approved fiscal year 2020-2021 budget. Cost for advertising for this contract is expected to be less than $200.00.

Staff Recommendation:

It is requested that the City Council authorize the staff to advertise the annual contract for bids.

Alternatives:

As may be directed by the City Council.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 4.**

Meeting Date: 01/04/2021
Prepared By: Mary Lawrence, Director of Finance
Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***
Annual Services for Finish and Rough Mowing of Various City Properties

Issue:

Requesting permission to advertise to contract for the annual mowing of City boulevards, islands, street right-of-ways, and other City properties

Background:

In order to optimize efficiency and maintenance, City staff has contracted for various City-owned properties to be mowed on a periodic basis. The public bid will be structured to include bidding components for Finish and Rough Mowing locations, to be overseen by the Park Maintenance and Street Maintenance departments. City staff requests permission to advertise for bids to provide these services.

Origination:

Park Maintenance Department
Street Maintenance Department

Financial Consideration:

Funding for mowing services has been allocated in various City department budgets for the 2020-2021 fiscal year. Costs for advertising are expected to be about $200.00.

Staff Recommendation:

It is recommended that the Sherman City Council authorize the staff to advertise for bids.

Alternatives:

As may be directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 01/04/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"

Issue:

The City of Sherman Finance Department has received the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2019.

Background:

The Certificate of Achievement for Excellence in Financial Reporting has been awarded for the 34th consecutive year to the City of Sherman by the Government Finance Officers Association of the United States and Canada for its comprehensive annual financial report (CAFR). This award is the highest form of recognition in the area of governmental accounting and financial reporting; and its attainment represents a significant accomplishment by a government and its management. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate the City's financial story and motivate potential users and user groups to read the CAFR. It speaks well of the City of Sherman, the Finance Department, and all operating departments that play a role in the financial reporting process. It also reflects favorably on the external audit firm that has been an important part of the financial reporting process.

Origination:

City Manager's Office

Financial Consideration:

None

Staff Recommendation:

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

Attachments

Certificate of Achievement for Excellence in Financial Reporting

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Sherman
Texas

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morrill

Executive Director/CEO

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 2.**

Meeting Date: 01/04/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from President Kent Sharp

Background:

The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period of July 2020 through the end of the 2020 calendar year. SEDCO's last update for the quarterly period of April, May and June 2020 was presented at the July 20th City Council meeting; and the City Council's annual joint meeting with the SEDCO Board was held on September 11, 2020.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO's Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chair: Janie Bates
Name of Vice-Chair: Gail Utter

Date of Report to City Council: January 4, 2021

1. **In simple terms and as briefly as possible, please describe the mission of your board.**
   - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*

2. **Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
   - *The SEDCO Board approved Resolution No. SEDCO-2020.09 authorizing the purchase of 10.33 acres of vacant land located at the southeast corner of Dorset Drive and Howe Drive from Gervasio Negrete and Border Del Bajio SA DE CV for $150,000.00 plus all closing costs associated with the transaction (est. total: $156,850).*
   - *The SEDCO Board approved Resolution No. SEDCO-2020.10 authorizing the sale of an approx. 10-acre parcel of vacant land located at the southwest corner of West Travis Street and Northgate Drive in Progress Park I to the City of Sherman for use as a law enforcement center. SEDCO staff used the Grayson County Appraisal District valuations to determine fair market value of the 10-acre tract to be $1.60 per sq. ft. or $69,696.00 per acre.*
   - *In partnership with Austin College and the Grayson SBDC, SEDCO launched the RISE (Raising Innovative Sherman Entrepreneurs) Challenge. The goal of this competition is to develop young, entrepreneurial companies by awarding a total of $250,000 to qualified applicants. The website - RiseInSherman.com – went live in November, the application portal opened December 1st, and we held one of two Public Interest Meetings.*
   - *SEDCO presented the third incentive payment of $48,000 to Elevate Recoveries after the company met the conditions of the performance agreement by creating 13 jobs for a total of 50 jobs.*
   - *In partnership with the Grayson College Center for Workplace Learning (CWL), SEDCO sent a Training Needs Interest Survey to the Sherman industries. The goal was to define current and emerging training needs within the following areas: Safety, Interpersonal Skills, Computer Application, and Technical Skills. The CWL collected 19 responses from the survey and will use the data to develop and schedule a set of training topics for implementation in Spring 2021/Summer 2021. SEDCO will assist in funding the tuition for employees at our existing industries to complete these trainings.*

3. **What are your plans for this board in the next quarter?**
   - *Compete aggressively for the attraction of new jobs and investments to the city from existing Sherman employers and new companies, both nationally and internationally.*
   - *Work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Economic Development Performance Agreements.*

- *Continue to promote the RISE Challenge through various media platforms until the application portal closes on January 31st. A second Public Interest Meeting will be held in January, as well as an orientation for the judges. On February 12th, we will notify the qualified applicants, and on the 17th, they will participate in an orientation and training through the Grayson SBDC. The participants will make their initial pitch to the judges on February 25th.*
- *Poll the Safety Leaders and Human Resource Managers to plan either an in-person or a virtual meeting for Q1 2021.*
- *Contact each company with a job listing on shermantxjobs.com for updates. If needed, we will continue to sponsor ads on Facebook and LinkedIn highlighting these available jobs.*
- *Start an aerial map update.*
- *Kent will present an economic development update at RE/MAX on January 11th.*
- *Host the Winter Leadership Breakfast on February 23rd.*
- *The TEDC Legislative Conference will be held on February 24th-26th.*
- *Sponsor the Sherman Chamber Annual Awards Luncheon.*
- *Kent will continue business retention and expansion visits to the Sherman industries and attend meetings for the Texas Economic Development Council, CWL Advisory Board, Advanced Manufacturing Program, NTRA Master Plan Steering Committee, United Way of Grayson County, Grayson Leadership Roundtable, and the Sherman Education Foundation Board.*

4. How often did this board meet in the last quarter?

- *The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. Since our last report, the SEDCO Board held three regularly scheduled meetings (October 13th, November 10th, December 8th).*

5. In what percentage of those meetings was a quorum of board members present?

- *100%*

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

- *No*

7. What other information would your board like to communicate to the City Council? (please be concise in your response).

- *Presently working 15 active projects with an estimated $2.2 billion in investments, approximately 5,700 new jobs, and 26 retained jobs.*
- *Completed one site visit and participated in three prospect and site selector calls.*
- *Received an incentive application from a Plano-based business considering acquisition of a local company for retention of existing jobs and the creation of new jobs and products.*
- *Kent completed Business Retention and Expansion visits with the following: Commissary Express, 903 Brewers, Elevate Recoveries, Emerson, Eaton, Presco, and Modular Power Solutions.*
- *Hosted a Plant Managers Forum with guest speaker Lynn Tomaszewski, Business Development for the Texas Manufacturing Assistance Center (TMAC).*
- *In October, the SEDCO Board approved an amendment to the SEDCO Investment Policy to include First State Bank on the "Approved List of Broker/Dealers and Financial Institutions."*

- *In November, the SEDCO Board voted to have the FY 2019-2020 Officers (Chair – Janie Bates; Vice Chair – Gail Utter; Secretary – Scott Bandemir) continue serving in their roles for FY 2020-2021.*
- *In December, the SEDCO Board approved Resolution No. SEDCO-2020.11 to amend Section 4.14 and 6.02 of the Amended SEDCO Bylaws. Section 4.14 clarifies the SEDCO Board's relationship with administrative departments of the City of Sherman, and Section 6.02 gives the Sherman City Council the right to approve other ex officio members as they deem necessary to the SEDCO Board of Directors.*
- *Kent presented an economic development update to Downtown Sherman Now and the Grayson Rotary Club and served as a panelist during the THRMA State of the Community webinar.*
- *Kent met virtually with Kevin Shatley of the Dallas Regional Chamber to provide an update on Sherman and the RISE Challenge.*
- *Kent and Ashton attended the Texas Economic Development Council (TEDC) 2020 Virtual Annual Conference. Kent served as a panel moderator during one of the conference sessions.*
- *Kent attended the virtual TEDC Board Retreat and was installed on the TEDC Executive Committee as Treasurer. He is now in rotation to be a future TEDC Board Chair.*
- *Ashton celebrated her 5-year anniversary with SEDCO and was promoted to the newly created position of Chief Administrative Officer. The CAO position replaces the previous position of Executive Vice President and was created to align staff roles and responsibilities more functionally.*
- *Anna completed the Economic Development Sales Tax Workshop.*
- *Dondra retired from SEDCO at the end of October after serving as the part-time Administrative Assistant since July 2018. Kent and Ashton completed seven interviews to fill the now full-time position, and Brandy Washington was selected and started on November 5th.*
- *Hosted the Fall Leadership Breakfast.*
- *Placed an ad in the Herald Democrat to promote the Red, White & You Virtual Job Fair.*
- *Co-sponsored the Advanced Manufacturing Program (AMP) Counselor Luncheon.*
- *Mailed flyers promoting AMP to the parents of students in the 7th-9th grades at Sherman, Pottsboro, Whitesboro, and S&S. Denison Development Alliance mailed flyers to the Denison 7th-9th graders.*
- *Sponsored the virtual Sherman Chamber Texas Legislative Luncheon.*
- *Updated the homepage, navigation, and mobile response on sedco.org.*
- *Continued promoting the available jobs at the Sherman industries on ShermanTXJobs.com, and each company received a sponsored ad on Facebook and LinkedIn.*
- *Continued promoting the RISE (Raising Innovative Sherman Entrepreneurs) Challenge on social media and through radio ads.*
- Sponsored a total of 5 ads on Facebook and LinkedIn. Below is the total response we received from each platform in Q4:
    - Facebook:
        - Total Reach: 34,574
        - Total Clicks/Engagements: 662
    - LinkedIn:
        - Total Reach: 3,852
        - Total Clicks/Engagements: 59

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 3.**

Meeting Date: 01/04/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 57.88 acres 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 Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 57.88 acres of land situated 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's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owner, TPJ Properties, LTD., has requested annexation into the city limits of approximately 57.88 acres 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's ETJ. The Texas Local Government Code, Section 43.0673 provides the following:

(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:

(1) a list of each service the municipality will provide on the effective date of the annexation; and

(2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

(c) The municipality is not required to provide a service that is not included in the agreement.

City staff recommends the public hearing on its intent to annex be held at the January 19th called meeting and that action on the Annexation Ordinance be taken at the same meeting.

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:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the January 19th called meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan - Heritage Ranch East
Request for Annexation
Annexation Service Plan Agreement
Exhibit A - Legal Description
Exhibit A - Annexation Drawing
Aerial Location Map

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)

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 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: _____

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 _____ day of _____, 2020.

_____
Notary Public, State of Texas
My Commission Expires:_____

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, 2020.

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

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

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:

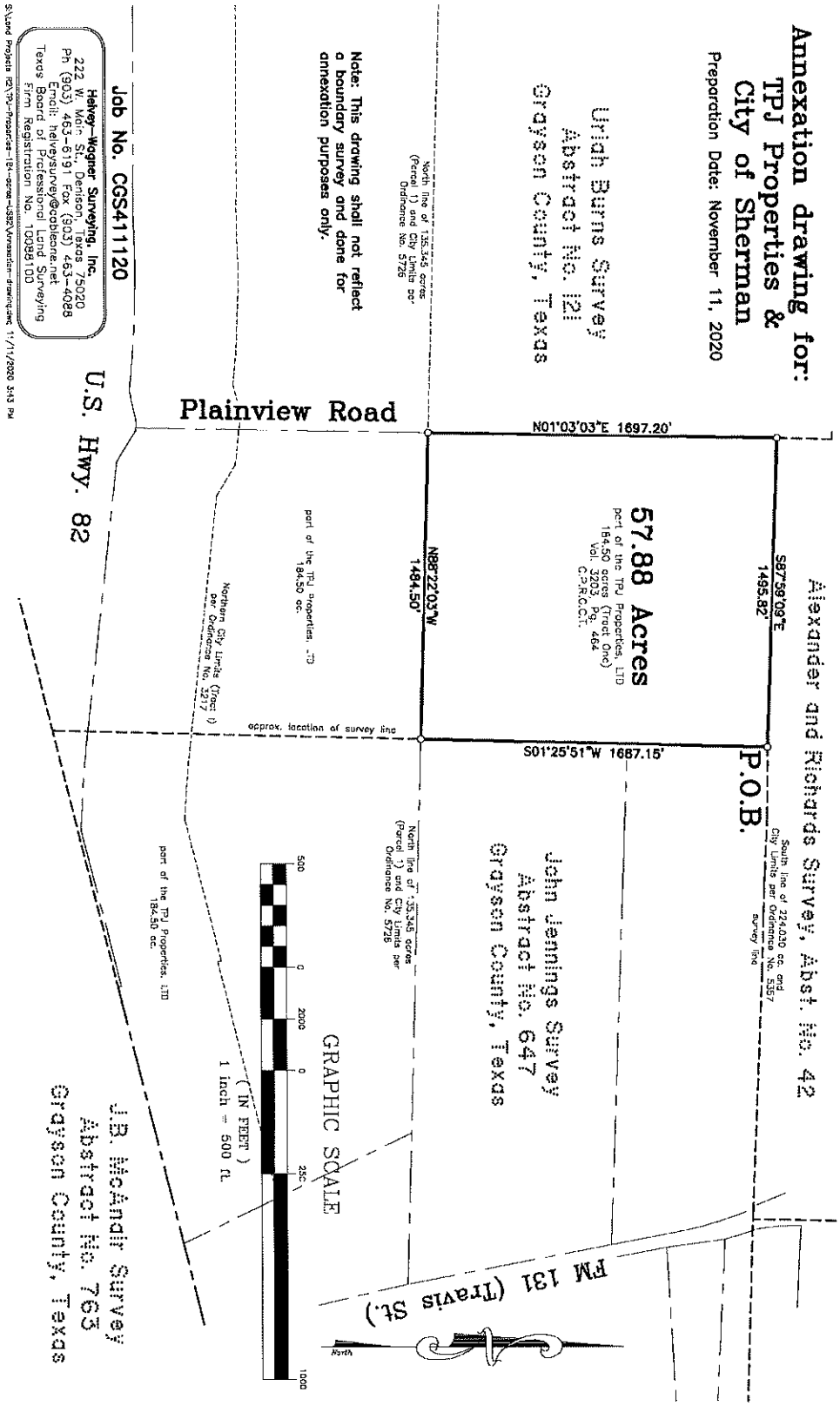
BEGINNING at a point in the South line of both the Alexander and Richards Survey, Abstract No. 42 and the 224.030 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5357, at the Northwest corner of the John Jennings Survey, Abstract No. 647 and the most Northern 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 11, 2020
Uriah Burns Survey
Abstract No. 121
Grayson County, Texas
Alexander and Richards Survey, Abst. No. 42
John Jennings Survey
Abstract No. 647
Grayson County, Texas
J.B. McAnair Survey
Abstract No. 763
Grayson County, Texas
Plainview Road
U.S. Hwy. 82
FM 131 (Travis St.)
57.88 Acres
part of the TPJ Properties, LTD
164.50 acres (Tract One)
Vol. 3203, Pg. 464
O.P.R.G.C.T.
N01°03'03"E 1697.20'
S87°59'09"E
1495.82'
N88°22'03"W
1484.50'
S01°25'51"W 1687.15'
P.O.B.
North line of 135.345 acres
(Parcel 1) and City Limits per
Ordinance No. 5726
South line of 224.030 ac. and
City Limits per Ordinance No. 5357
survey line
approx. location of survey line
Northern City Limits (Tract I)
per Ordinance No. 3217
part of the TPJ Properties, LTD
164.50 ac.
GRAPHIC SCALE
500 0 2000 0 3500 7000
(IN FEET)
1 inch = 500 ft.
North
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 Street Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10098100
S:\Land Projects (CS)\TPJ-Properties-184--acres-(SSR)\Annexation-drawing.dwg 11/11/2020 3:43 PM

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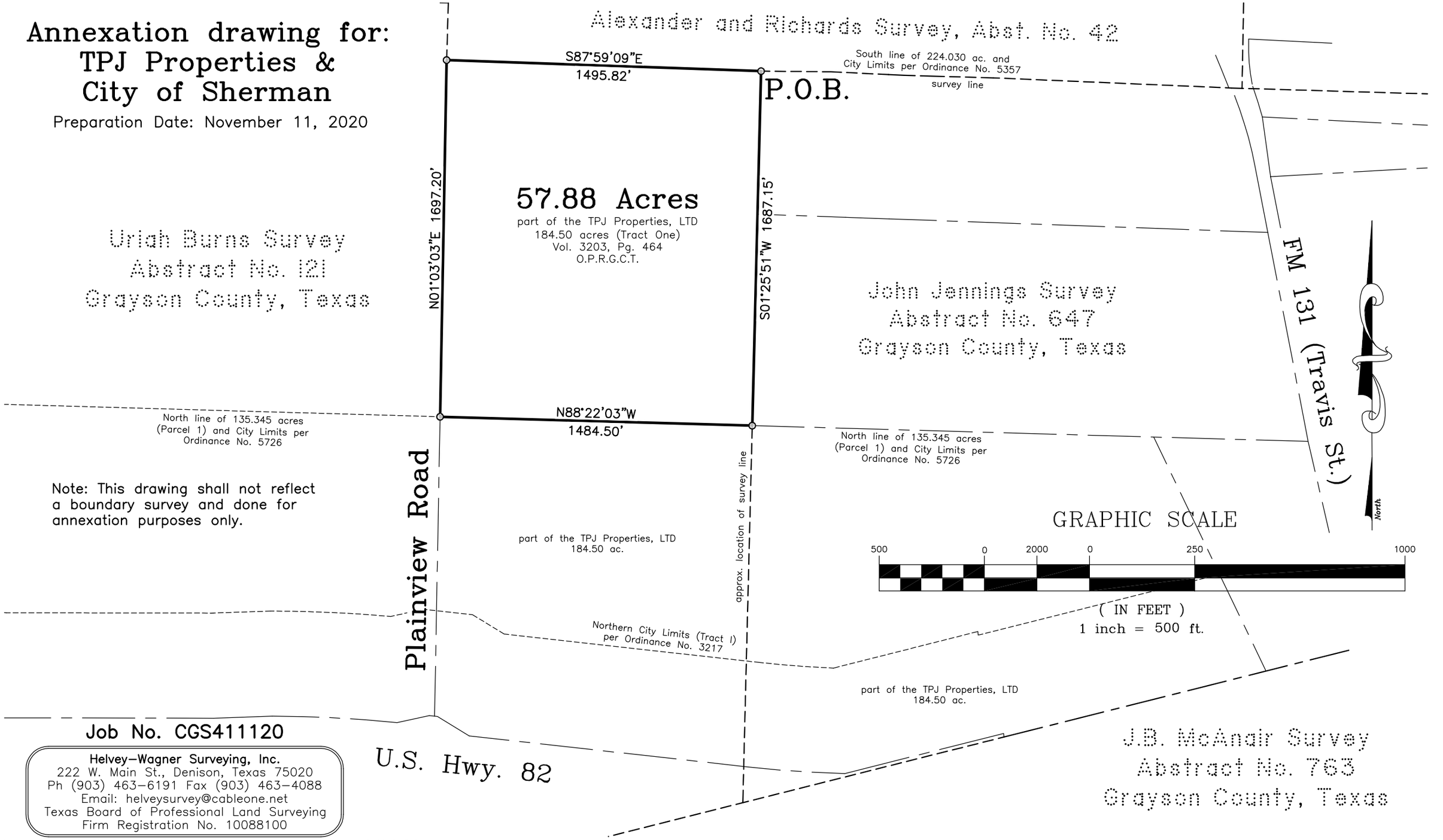
THENCE South 87 deg. 59 min. 09 sec. East, with the South line of both said Alexander and Richards Survey and 224.030 ac. and the North line of both said TPJ Properties 184.50 ac. and said Uriah Burns Survey, a distance of 1,495.82 ft. to the **PLACE OF BEGINNING** and containing **57.88 ACRES** of land.

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

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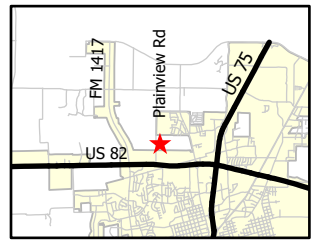
dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Administration\Administration.aprx

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 Regular Meeting **G. 4.**

Meeting Date: 01/04/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 136.94 acres 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 Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 136.94 acres 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's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owner, Heritage Ranch Land Holdings, LTD. has requested annexation into the city limits of approximately 136.94 acres 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's ETJ. The Texas Local Government Code, Section 43.0673 provides the following:

(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:
(1) a list of each service the municipality will provide on the effective date of the annexation; and
(2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

(c) The municipality is not required to provide a service that is not included in the agreement.

City staff recommends the public hearing on its intent to annex be held at the January 19th called meeting and that action on the Annexation Ordinance be taken at the same meeting.

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:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the January 19th called meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None proposed

Attachments

Annexation Scheduling Plan - Heritage Ranch West
Request for Annexation
Annexation Service Plan Agreement
Exhibit A - Legal Description
Exhibit A - Annexation Drawing
Aerial Location Map

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)

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 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, 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:

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: _____

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 _____ day of _____, 2021.

_____
Notary Public, State of Texas
My Commission Expires:_____

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

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

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;

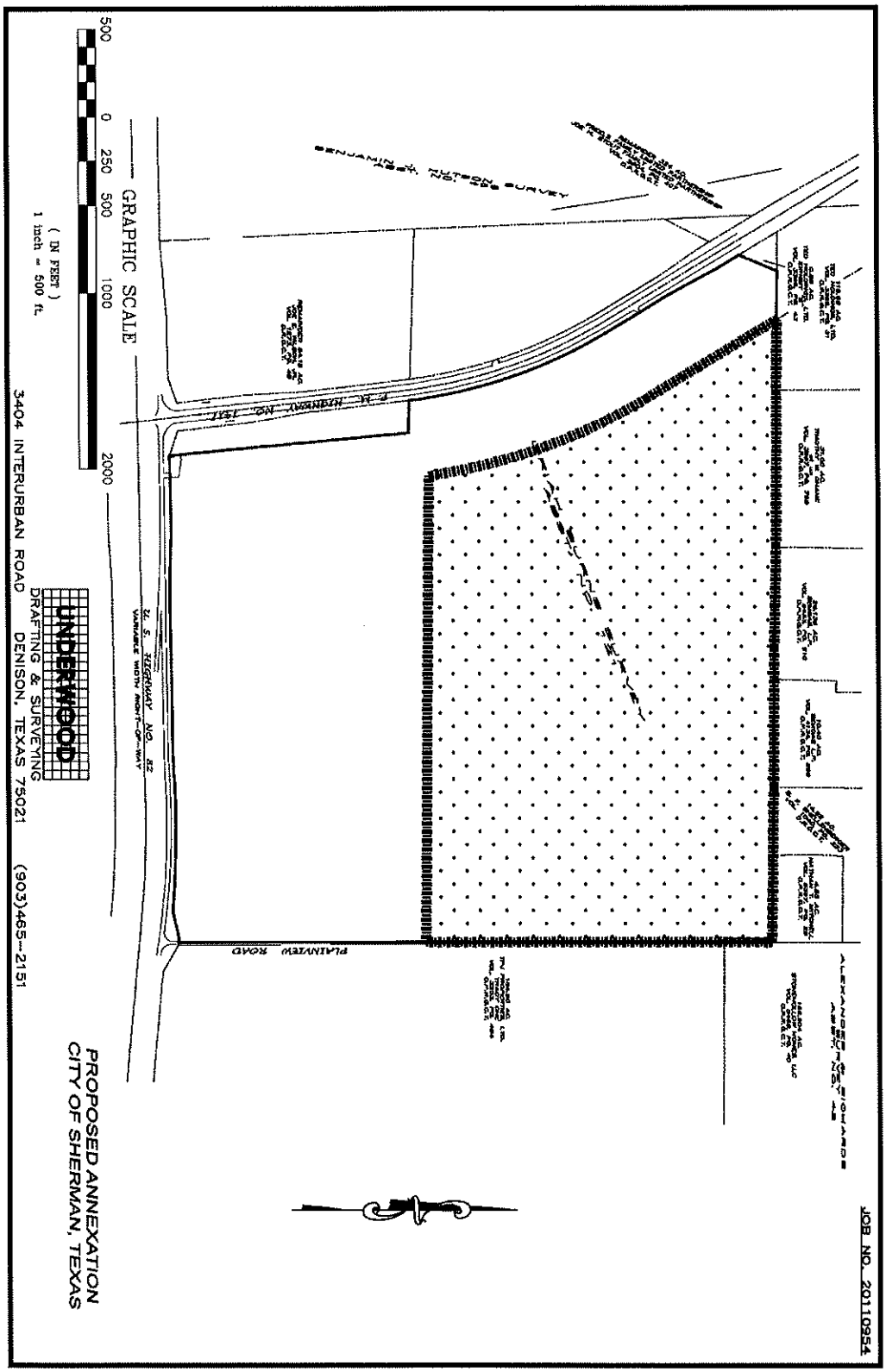
Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 402.09 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed 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
500 0 250 500 1000 2000
(IN FEET)
1 inch = 500 ft.
PROPOSED ANNEXATION
CITY OF SHERMAN, TEXAS
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151
JOB NO. 20110954

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:

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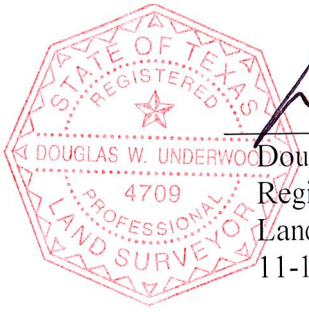
I, DOUGLAS W. UNDERWOOD, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THAT THE ABOVE DESCRIBED 136.94 ACRE ANNEXATION PARCEL METES AND BOUNDS DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE AND IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN NOVEMBER,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

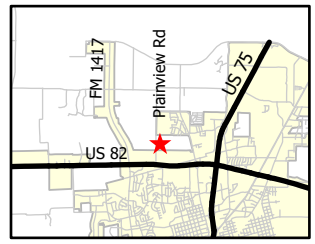
dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Administration\Administration.aprx

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 Regular Meeting **G. 5.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Final Plat Approval of Washington Meadows, Phase I, being 15.983 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor [900 block of North F.M. 1417 (Heritage Parkway)]

Issue:

To consider Final Plat Approval of Washington Meadows, Phase I, being 15.983 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor [900 block of North F.M. 1417 (Heritage Parkway)]

Background:

The property is located in the 900 block of North F.M. 1417 (Heritage Parkway); the southeast corner of F.M. 1417 (Heritage Parkway) and Washington Street. The property was zoned an R-1 (One Family Residential) District at the September 8, 2020 City Council Meeting. The owners would like to plat the property into fifty-seven (57) lots for residential development.

Origination:

Wyldewood Homes (Owners)
Tim Pike (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

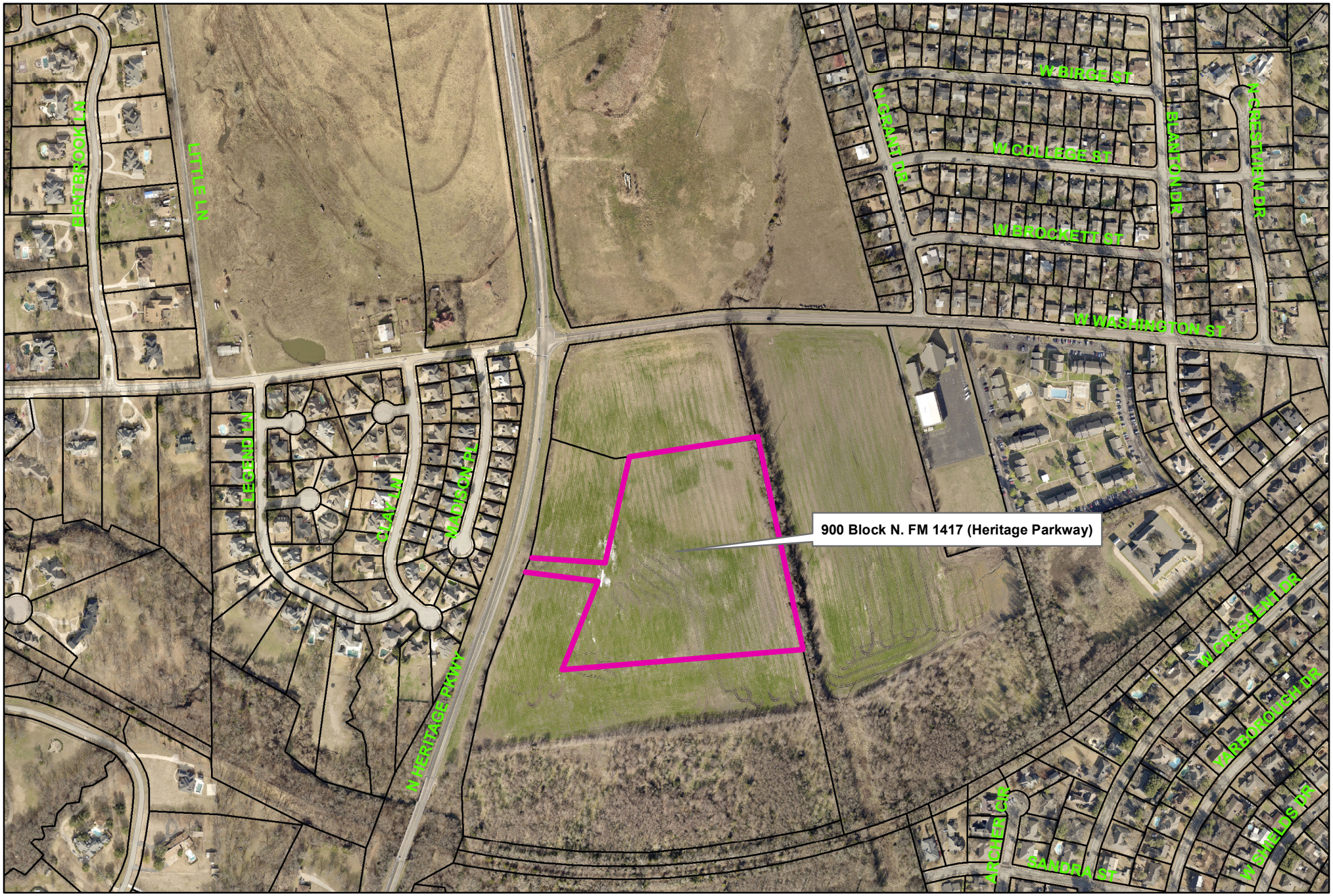
At the December 15, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map
Zoning Map
Washington Meadows Phase One
Staff Review Letter
P&Z Communication



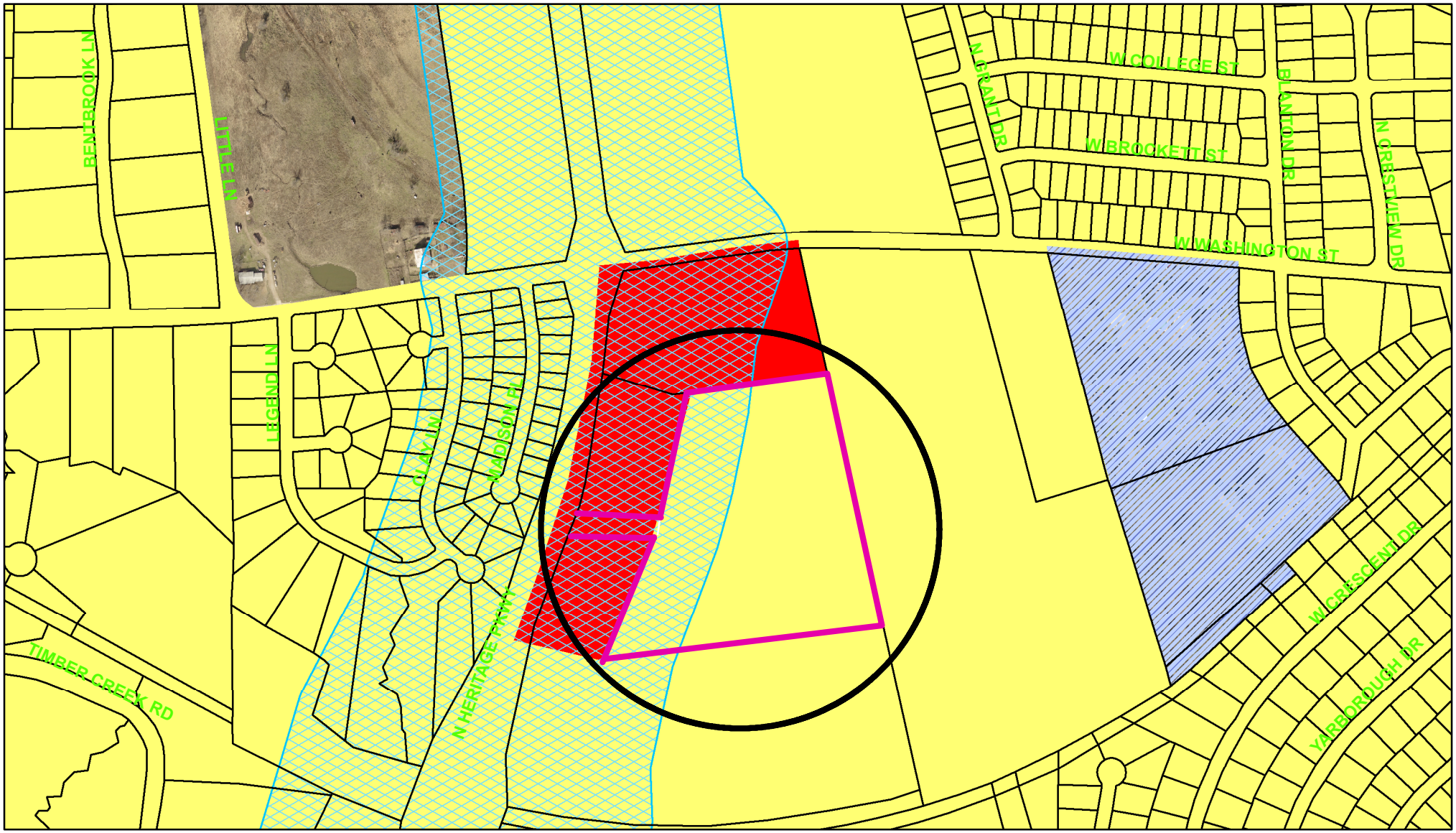
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

900 Block North FM 1417 (Heritage Parkway)
Washington Meadows, Phase 1

NOT TO SCALE

1 in = 483 ft



Zoning - 900 Block North FM 1417 (Heritage Parkway)
Washington Meadows, Phase 1

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

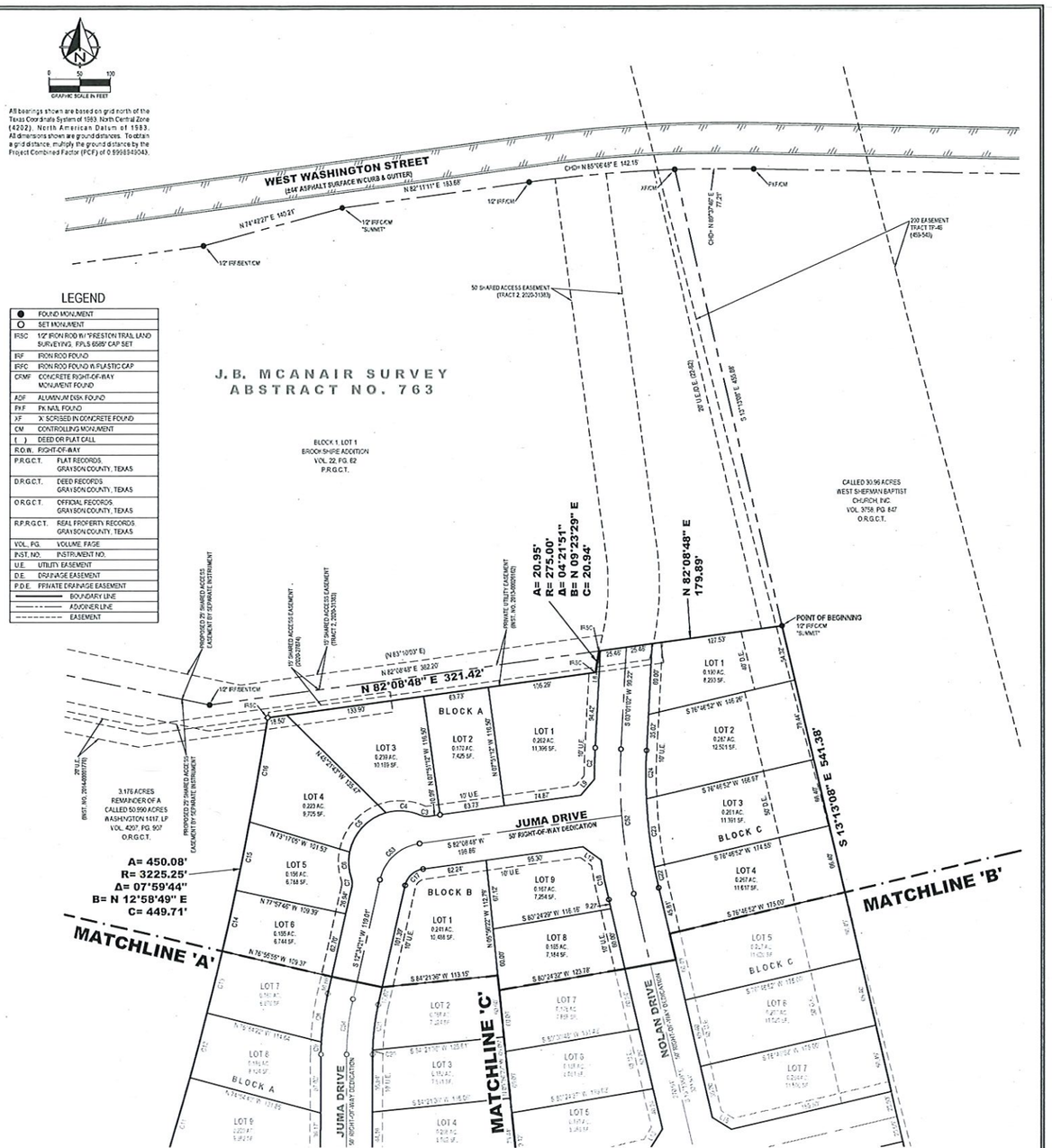
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- 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

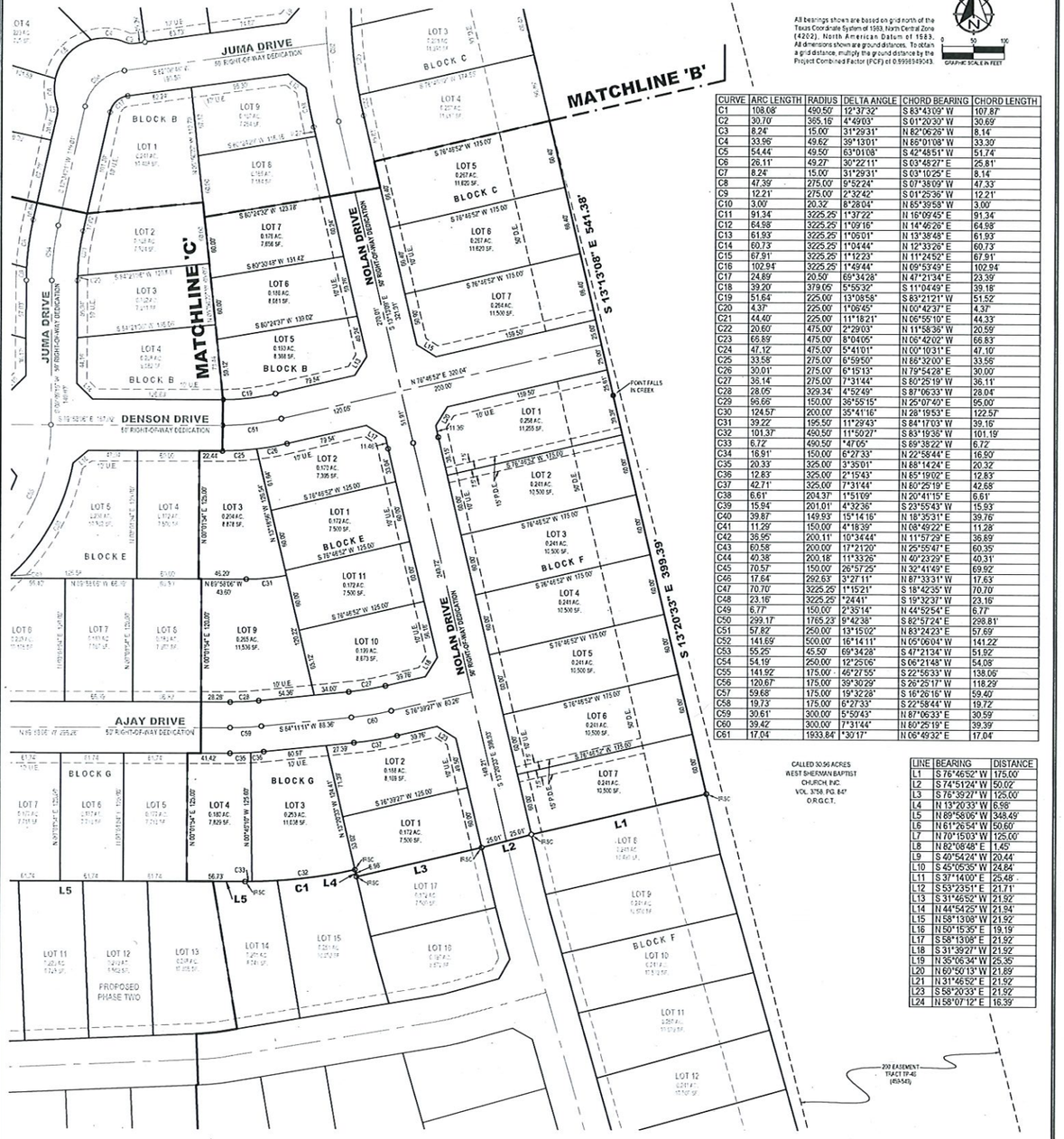
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 483 ft


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 0.99988043043.
GRAPHIC SCALE IN FEET
WEST WASHINGTON STREET
(54' ASPHALT SURFACE W/CURB & GUTTER)
N 82°11'11" E 183.68'
CHD= N 85°06'48" E 142.15'
N 74°43'27" E 143.23'
12" IRF/CCM "SUNNET"
12" IRF/BENT/CM
IRF/CM
CHD= N 89°25'56" E 77.21'
200 EASEMENT TRACT TF-46 (69-540)
50' SHARED ACCESS EASEMENT (TRACT 2, 2020-31389)
J.B. MCANAIR SURVEY
ABSTRACT NO. 763
BLOCK 1, LOT 1
BROOKSHIRE ADDITION
VOL. 22, PG. 62
P.R.G.C.T.
CALLED 30.96 ACRES
WEST SHERMAN BAPTIST
CHURCH, INC.
VOL. 3758, PG. 847
O.R.G.C.T.
A= 20.95'
R= 275.00'
Δ= 04°21'51"
B= N 09°23'29" E
C= 20.94'
N 82°08'48" E
179.89'
POINT OF BEGINNING
1/2" IRF/CCM "SUNNET"
IRSC
N 82°08'48" E 321.42'
N 82°08'48" E 382.20'
(N 83°10'03" E)
PROPOSED 25' SHARED ACCESS EASEMENT BY SEPARATE INSTRUMENT
15' SHARED ACCESS EASEMENT (2020-27874)
15' SHARED ACCESS EASEMENT (TRACT 2, 2020-31389)
PRIVATE UTILITY EASEMENT (INST. NO. 20134000102)
1/2" IRF/BENT/CM
S 13°13'08" E 541.38'
S 13°13'08" E 541.38'
BLOCK A
LOT 1 0.262 AC. 11,396 SF.
LOT 2 0.172 AC. 7,475 SF.
LOT 3 0.239 AC. 10,189 SF.
LOT 4 0.223 AC. 9,705 SF.
LOT 5 0.156 AC. 6,784 SF.
LOT 6 0.155 AC. 6,744 SF.
LOT 7 0.155 AC. 6,751 SF.
LOT 8 0.155 AC. 6,749 SF.
LOT 9 0.220 AC. 9,567 SF.
BLOCK B
LOT 1 0.241 AC. 10,498 SF.
LOT 2 0.156 AC. 6,799 SF.
LOT 3 0.152 AC. 6,624 SF.
LOT 4 0.228 AC. 9,923 SF.
LOT 5 0.228 AC. 9,923 SF.
LOT 6 0.228 AC. 9,923 SF.
LOT 7 0.167 AC. 7,254 SF.
LOT 8 0.165 AC. 7,184 SF.
LOT 9 0.167 AC. 7,254 SF.
BLOCK C
LOT 1 0.190 AC. 8,283 SF.
LOT 2 0.267 AC. 12,551 SF.
LOT 3 0.261 AC. 11,391 SF.
LOT 4 0.267 AC. 11,617 SF.
LOT 5 0.267 AC. 11,625 SF.
LOT 6 0.267 AC. 11,625 SF.
LOT 7 0.267 AC. 11,625 SF.
3.176 ACRES REMAINDER OF A CALLED 50.990 ACRES WASHINGTON 1417, LP VOL. 4207, PG. 907 O.R.G.C.T.
PROPOSED 25' SHARED ACCESS EASEMENT BY SEPARATE INSTRUMENT
(INST. NO. 20144000778)
JUMA DRIVE
50' RIGHT-OF-WAY DEDICATION
MATCHLINE 'A'
MATCHLINE 'B'
MATCHLINE 'C'
NOLAN DRIVE
50' RIGHT-OF-WAY DEDICATION
A= 450.08'
R= 3225.25'
Δ= 07°59'44"
B= N 12°58'49" E
C= 449.71'
N 73°31'05" W 101.52'
N 77°57'46" W 109.39'
N 76°56'55" W 109.37'
N 74°54'22" W 114.64'
S 84°21'26" W 113.15'
S 82°08'48" W 199.86'
S 82°24'29" W 116.16'
S 84°24'39" W 123.78'
S 84°21'26" W 113.15'
S 82°24'29" W 119.01'
S 82°08'48" W 199.86'
S 76°48'52" W 166.67'
S 76°48'52" W 174.55'
S 76°48'52" W 173.03'
S 76°48'52" W 173.03'
S 13°13'08" E 541.38'
S 13°13'08" E 541.38'
N 13°13'08" W 541.38'
N 13°13'08" W 541.38'
N 82°08'48" E 382.20'
N 82°08'48" E 321.42'
S 82°08'48" W 382.20'
S 82°08'48" W



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.

GRAPHIC SCALE IN FEET 0 50 100

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°01'08" 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°45'27" 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°25'36" W	12.21'
C10	3.00'	20.32'	8°28'04"	N 85°39'58" W	3.00'
C11	91.34'	3225.25'	1°37'22"	N 16°09'45" E	91.34'
C12	64.58'	3225.25'	1°09'16"	N 14°46'26" E	64.58'
C13	61.93'	3225.25'	1°05'01"	N 13°35'48" 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°08'58"	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 06°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	33.55'
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 81°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'	1°18'05"	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°32'35"	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°06'04" 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°56'33" 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°06'33" 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	150.60'
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" E	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'

LEGEND

●	FOUND MONUMENT	P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O	SET MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRF	IRON ROD FOUND	R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
IRFC	IRON ROD FOUND W/ PLASTIC CAP	VOL. PG.	VOLUME, PAGE
CRMF	CONCRETE RIGHT-OF-WAY MONUMENT FOUND	INST. NO.	INSTRUMENT NO.
ADF	ALUMINUM DISK FOUND	U.E.	UTILITY EASEMENT
PKF	PK NAIL FOUND	D.E.	DRAINAGE EASEMENT
XF	"X" SCRIBED IN CONCRETE FOUND		BOUNDARY LINE
CM	CONTROLLING MONUMENT		ADJOINER LINE
( )	DEED OR PLAT CALL		EASEMENT
R.O.W.	RIGHT-OF-WAY		
P.D.E.	PRIVATE DRAINAGE EASEMENT		

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 LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194105	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. 2020-31393, 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 455.68 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 93.85 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 1765.23 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 50.45 feet to a 5/8-inch iron rod found for corner;

THENCE North 16°49'44" East, continuing 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 288.33 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 01°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 LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No. 10194105	Drawn by: BNH	Scale: 1"=60'	Project No. 20-0204.6A
	Checked by: CRN	Date: 10/20/2020	Sheet No. 4 of 4

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

December 7, 2020

Wyldewood Homes, LLC
P.O. Box 911688
Sherman, TX 75092
Attn: Tim Pike

MDJ Engineering, LLC
3774 Childress St.
Houston, TX 77005
Attn: Michael Jensvold

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

Dear Applicants,

The request for approval of the Final Plat of Washington Meadows, Phase One has been scheduled to be heard by the Planning and Zoning Board on the day of 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:

1. When a street changes direction, the street name shall change.
2. Drainage Easements on East line of Blocks C & F shall be shown as Private Drainage Easements.
3. Right of Way width to be shown for Washington Street.
4. Entrances/Exits off FM 1417 will be Right-in, Right-out only.
5. Proposed Access Easements by Separate Instrument shall be filed in the Official Public Records and Instrument Nos. to be shown on plat.
6. 20' and 30' Utility Easement (Inst. No. 2014-00001776) to be shown as "20' Utility Easement for Water and Sewer."
7. Additional easements may be required upon civil review.
8. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done with public right of way.
9. Letters from various utility providers to be obtained by property owner verifying availability of service and when service will be available.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include

the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

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

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

Respectfully,

Clint Philpott, P.E.
Assistant City Manager

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 23.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

900 BLOCK NORTH FM 1417 (HERITAGE PARKWAY)

The request of Wyldewood Homes, LLC (Owners), Tim Pike (Representative), MDJ Engineering, LLC (Civil Engineer) and Preston Trail Land Surveying (Surveyor) concerning the property in the 900 block of North FM 1417 (Heritage Parkway), being 15.983 acres in the J.B. McAnair Survey, Abstract No. 763, as follows;

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.2, Subsection (1) to allow the following lots widths in lieu of the required 60' lot width for a residential dwelling for the proposed Washington Meadows, Phase 1 in an R-1 (One-Family Residential) District:

Lot 3, Block A – 53.20'
Lot 4, Block A – 54.44'
Lot 6, Block B – 59.76'
Lot 3, Block E – 56.03'

Planning and Zoning Commission

Final Plat approval of Washington Meadows, Phase I

Background:

The property is located in the 900 block of North FM 1417 (Heritage Parkway); the southeast corner of FM 1417 (Heritage Parkway) and Washington Street. The property was zoned an R-1 (One Family Residential) District at the September 8, 2020 City Council Meeting. The owners would like to plat the property into (57) fifty-seven lots for residential development. They are also requesting an exception for less than 60' lot widths on four of the lots.

Adjacent Zoning:

R-1 (One Family Residential) District
C-1 (Retail Business) District

Origination:

Wyldewood Homes (Owners)
Tim Pike (Representative)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

22

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Lots for Exception
Washington Meadows Phase One
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 6.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Final Plat Approval of Washington Meadows, Phase II, being 21.132 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor [900 block of North F.M. 1417 (Heritage Parkway)]

Issue:

To consider Final Plat Approval of Washington Meadows, Phase II, being 21.132 acres in the J.B. McAnair Survey, Abstract No. 763; Wyldewood Homes, LLC, Owners; Tim Pike, Representative; MDJ Engineering, LLC, Civil Engineer; and Preston Trail Land Surveying, Surveyor (900 block of North F.M. 1417 (Heritage Parkway)

Background:

The property is located in the 900 block of North F.M. 1417 (Heritage Parkway); the southeast corner of F.M. 1417 (Heritage Parkway) and Washington Street. The property was zoned an R-1 (One Family Residential) District at the September 8, 2020 City Council Meeting. The owners would like to plat the property into seventy-seven (77) lots for residential development.

Origination:

Wyldewood Homes (Owners)
Tim Pike (Representative)
MDJ Engineering, LLC (Civil Engineer)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

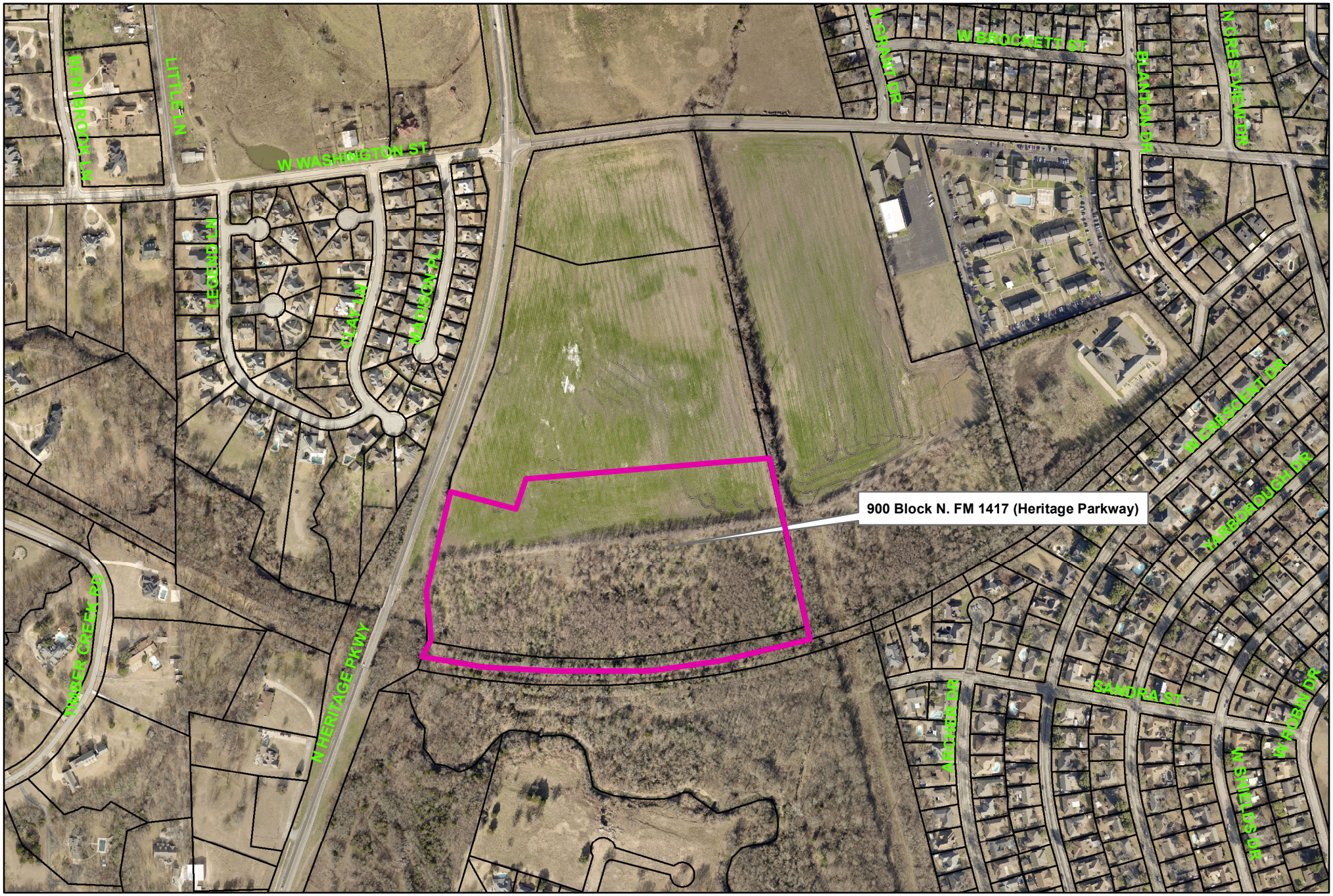
At the December 15, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map
Zoning Map
Washington Meadows Phase Two
Staff Review Letter
P&Z Communication



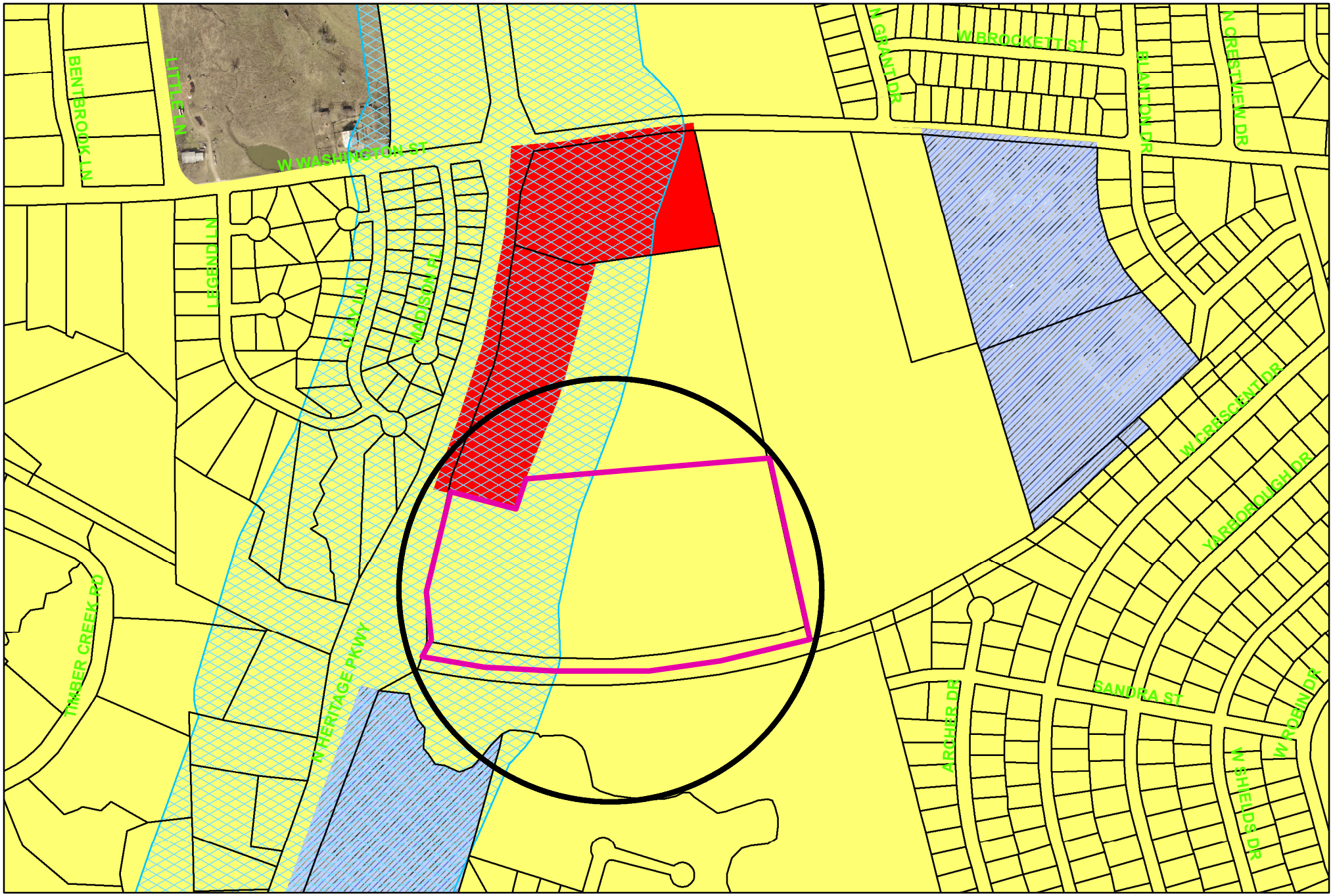
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

900 Block North FM 1417 (Heritage Parkway)
Washington Meadows, Phase 2

NOT TO SCALE

1 in = 483 ft



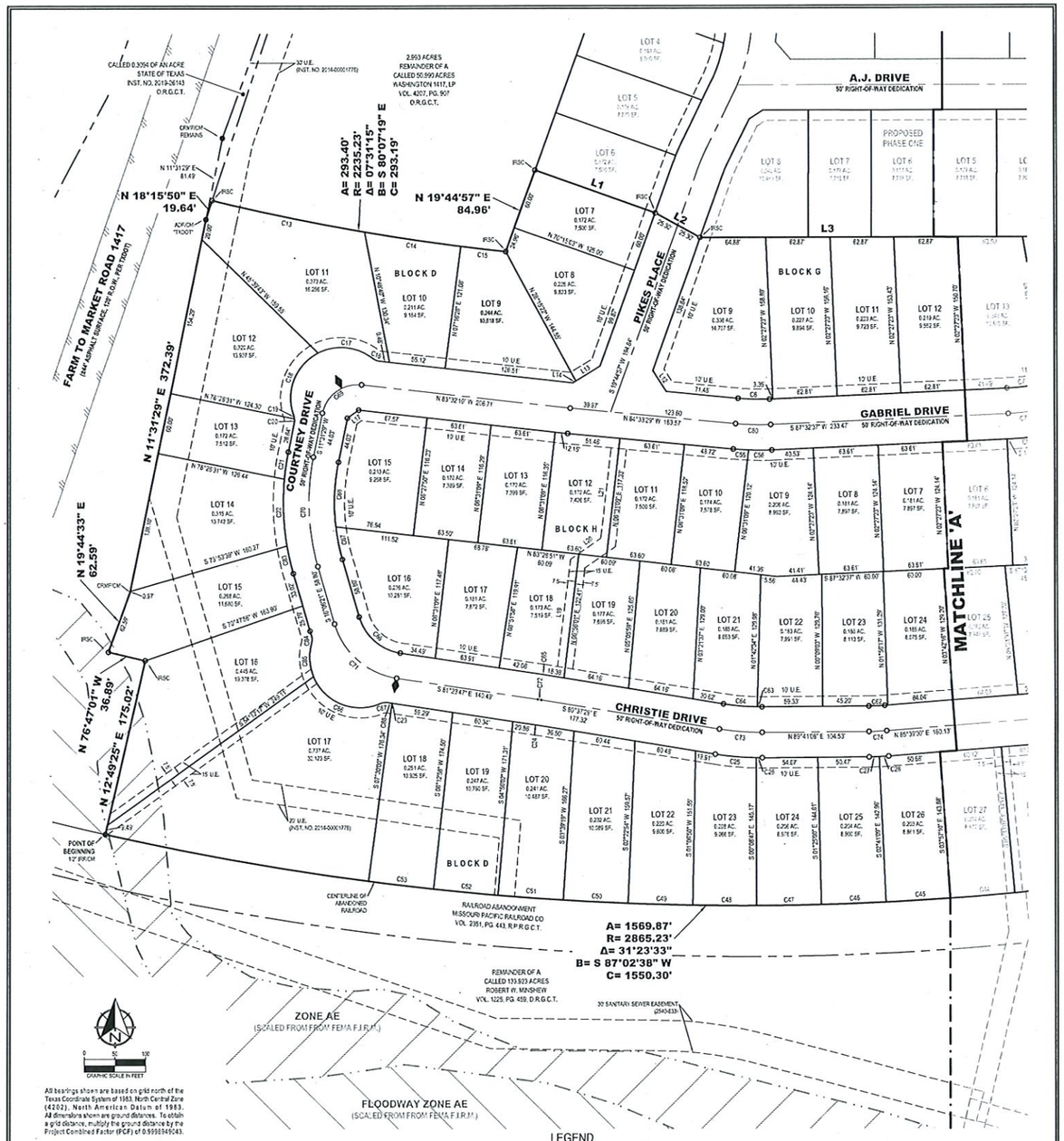
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

Zoning - 900 Block North FM 1417 (Heritage Parkway)
Washington Meadows, Phase 2

NOT TO SCALE

1 in = 483 ft



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 0.999949043.

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

LEGEND

●	FOUND MONUMENT	S.S.E.	SANITARY SEWER EASEMENT
O	SET MONUMENT	P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
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	R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
CRMF	CONCRETE RIGHT-OF-WAY MONUMENT FOUND	VOL., PG.	VOLUME, PAGE
ADF	ALUMINUM DISK FOUND	INST. NO.	INSTRUMENT NO.
PKF	PK NAIL FOUND	U.E.	UTILITY EASEMENT
XF	"X" SCRIBED IN CONCRETE FOUND	D.E.	DRAINAGE EASEMENT
CM	CONTROLLING MONUMENT	P.D.E.	PRIVATE DRAINAGE EASEMENT
( )	DEED OR PLAT CALL		BOUNDARY LINE
R.O.W.	RIGHT-OF-WAY		ADJOINER LINE
◆	STREET NAME CHANGE		EASEMENT

OWNER/DEVELOPER:
Wyldewood Homes LLC
P.O. Box 911668
Sherman, TX 75092
Contact: Tim Pike

ENGINEER:
MDJ Engineering, LLC
3774 Childress Street
Houston, TX 77005
Firm Registration # 20254
Contact: Michael Jenevold

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 TWO
21.132 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: BNH	Scale: 1"=60'	Project No. 20-020416B
10194175	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 0.999949043.

LEGEND

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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 911668
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FINAL PLAT
WASHINGTON MEADOWS, PHASE TWO
21.132 ACRES
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TBPLS Firm No.	Drawn by: BNH	Scale: 1"=60'	Project No. 20-020416B
10194175	Checked by: CRN	Date: 10/20/2020	Sheet No. 2 of 4

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	108.08'	490.50'	12°37'32"	N 83°43'09" E	107.87'
C2	28.63'	975.00'	1°40'56"	N 15°05'11" W	28.62'
C3	15.36'	975.00'	°54'10"	N 13°47'38" W	15.36'
C4	16.93'	1025.00'	°56'48"	S 13°48'57" E	16.93'
C5	29.31'	1025.00'	1°38'18"	S 15°06'30" E	29.31'
C6	24.71'	225.00'	6°17'33"	S 77°13'07" W	24.70'
C7	28.19'	225.00'	7°10'43"	S 83°57'15" W	28.17'
C8	31.02'	225.00'	7°53'54"	N 88°30'26" W	30.99'
C9	31.36'	460.50'	3°39'09"	N 88°12'00" E	31.36'
C10	76.72'	490.50'	8°57'43"	N 81°53'14" E	76.64'
C11	34.95'	1150.00'	1°44'29"	N 15°03'25" W	34.95'
C12	16.93'	1150.00'	°50'37"	N 13°45'52" W	16.93'
C13	152.66'	2235.23'	3°54'48"	S 78°19'06" E	152.63'
C14	95.61'	2235.23'	2°27'03"	S 81°30'01" E	95.60'
C15	45.13'	2235.23'	1°09'25"	S 83°18'14" E	45.13'
C16	8.24'	15.00'	31°29'31"	N 67°47'25" W	8.14'
C17	56.21'	49.50'	65°03'55"	N 84°34'37" W	53.24'
C18	71.58'	49.50'	82°51'26"	S 21°27'42" W	65.51'
C19	3.64'	15.00'	13°54'24"	S 13°05'50" E	3.63'
C20	4.60'	15.00'	17°15'07"	S 02°43'55" W	4.59'
C21	26.85'	250.00'	6°09'36"	S 08°26'41" W	26.87'
C22	65.83'	250.00'	15°05'16"	S 02°10'45" E	65.64'
C23	1.01'	100.00'	°34'40"	S 81°00'27" E	1.01'
C24	3.03'	225.00'	°46'19"	S 81°00'38" E	3.03'
C25	40.26'	275.01'	8°23'18"	S 84°49'09" E	40.23'
C26	6.24'	275.35'	1°17'58"	S 89°39'52" E	6.24'
C27	9.85'	274.99'	2°03'09"	N 88°39'33" E	9.85'
C28	9.52'	274.99'	1°58'59"	N 85°35'30" E	9.52'
C29	10.95'	275.00'	2°16'53"	N 84°30'34" E	10.95'
C30	11.11'	275.00'	2°18'54"	N 82°12'40" E	11.11'
C31	4.15'	275.00'	°51'50"	N 80°37'17" E	4.15'
C32	4.52'	275.00'	°56'34"	N 79°43'04" E	4.52'
C33	11.98'	275.00'	2°29'48"	N 77°59'53" E	11.98'
C34	11.98'	275.00'	2°29'45"	N 75°30'07" E	11.98'
C35	145.27'	2655.23'	2°54'18"	S 72°48'01" W	145.25'
C36	72.63'	2655.23'	1°27'09"	S 74°15'44" W	72.63'
C37	72.75'	2655.23'	1°27'17"	S 76°25'57" W	72.75'
C38	63.40'	2655.23'	1°16'04"	S 77°47'38" W	63.40'
C39	63.53'	2655.23'	1°16'14"	S 79°03'47" W	63.53'
C40	63.60'	2655.23'	1°16'19"	S 80°20'03" W	63.60'
C41	63.61'	2655.23'	1°16'19"	S 81°36'22" W	63.61'
C42	63.56'	2655.23'	1°16'15"	S 82°52'39" W	63.55'
C43	63.44'	2655.23'	1°16'07"	S 84°08'50" W	63.44'
C44	63.29'	2655.23'	1°15'56"	S 85°24'51" W	63.29'
C45	63.36'	2655.23'	1°16'01"	S 86°40'50" W	63.35'
C46	63.48'	2655.23'	1°16'10"	S 87°56'55" W	63.48'
C47	63.52'	2655.23'	1°16'13"	S 89°13'07" W	63.52'
C48	63.03'	2655.23'	1°15'37"	N 89°30'58" W	63.02'
C49	63.39'	2655.23'	1°16'03"	N 88°15'08" W	63.39'
C50	63.69'	2655.23'	1°16'25"	N 86°58'54" W	63.69'
C51	63.94'	2655.23'	1°16'43"	N 85°42'20" W	63.94'
C52	64.12'	2655.23'	1°16'55"	N 84°25'30" W	64.12'
C53	64.21'	2655.23'	1°17'02"	N 83°08'31" W	64.21'
C56	14.90'	275.00'	3°06'18"	S 85°06'38" E	14.90'
C57	23.01'	275.00'	4°47'37"	N 89°56'25" E	23.00'
C58	34.46'	275.00'	7°10'43"	N 83°57'15" E	34.43'
C59	30.20'	275.00'	6°17'33"	N 77°13'07" E	30.19'
C60	19.61'	225.00'	4°59'33"	S 76°45'00" W	19.60'
C61	7.10'	225.00'	1°48'26"	S 80°09'00" W	7.10'
C62	18.05'	225.00'	4°35'48"	S 83°21'07" W	18.05'
C63	15.85'	225.00'	4°02'07"	S 87°40'04" W	15.84'
C64	4.73'	225.82'	1°12'02"	N 89°42'44" W	4.73'
C65	33.32'	225.01'	8°29'04"	N 84°52'02" W	33.29'
C66	3.70'	275.00'	°46'19"	N 81°00'38" W	3.70'
C67	56.95'	50.00'	65°17'26"	N 48°45'04" W	53.94'
C68	32.85'	200.00'	9°24'34"	N 11°24'04" W	32.81'
C69	63.60'	200.00'	18°13'16"	N 02°24'51" E	63.34'
C70	51.89'	35.00'	84°56'21"	S 53°59'39" W	47.26'
C71	109.51'	225.00'	27°37'50"	S 02°11'26" E	107.46'
C72	85.47'	75.00'	65°17'26"	S 48°45'04" E	80.92'
C73	3.37'	250.00'	°46'19"	S 81°00'38" E	3.37'
C74	42.28'	250.00'	9°41'23"	S 85°28'11" E	42.23'
C75	17.61'	250.00'	4°02'07"	N 87°40'04" E	17.60'
C76	20.06'	250.00'	4°35'48"	N 83°21'07" E	20.05'
C77	7.89'	250.00'	1°48'26"	N 80°09'00" E	7.89'
C78	21.78'	250.00'	4°59'33"	N 76°45'00" E	21.78'
C79	27.46'	250.00'	6°17'33"	S 77°13'07" W	27.44'
C80	31.32'	250.00'	7°10'43"	S 83°57'15" W	31.30'
C81	34.46'	250.00'	7°53'54"	N 88°30'26" W	34.44'
C82	NOT USED				
C83	27.85'	250.00'	6°22'58"	S 12°54'52" E	27.84'
C84	8.65'	15.00'	33°47'43"	S 01°21'18" E	8.72'
C85	32.92'	49.50'	38°06'12"	S 03°30'35" E	32.32'
C86	78.17'	49.50'	90°28'58"	S 67°48'11" E	70.30'
C87	8.68'	15.00'	33°54'05"	N 83°54'23" E	8.75'
C88	3.00'	99.99'	1°43'05"	S 79°57'35" E	3.00'

LINE	BEARING	DISTANCE
L1	S 70°15'03" E	125.00'
L2	S 61°26'54" E	50.60'
L3	S 69°58'06" E	348.49'
L4	S 13°20'33" E	6.98'
L5	N 76°39'27" E	125.00'
L6	N 74°51'24" E	50.02'
L7	N 76°46'52" E	175.00'
L8	N 60°50'13" W	21.89'
L9	S 29°04'21" W	21.92'
L10	N 13°20'33" W	43.07'
L11	N 15°55'39" W	32.81'
L12	N 32°24'16" W	24.48'
L13	S 55°36'42" W	28.00'
L14	S 55°36'42" W	3.37'
L15	S 60°55'39" E	21.92'
L16	S 29°09'47" W	21.95'
L17	N 53°59'39" E	13.50'
L18	N 13°20'33" W	43.85'
L19	N 06°56'01" E	106.02'
L20	N 55°15'50" E	36.31'
L21	N 06°31'09" E	89.30'

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 Jenevold

SURVEYOR:
Chris Noah, RPLS 6555
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Phn: 903-786-6029

FINAL PLAT
WASHINGTON MEADOWS, PHASE TWO
21.132 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: ENH	Scale: 1"=50'	Project No. 20-0204.68
10194175	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 found for the southern-most southwest corner of said 37.114 acre tract, and on the easterly right-of-way line of Farm to Market Road 1417, and at the centerline of the abandoned Missouri Pacific Railroad Co. Right-of-Way, recorded in Volume 2351, Page 443, Real Property Records of Grayson County, Texas;

THENCE North 12°49'25" East, with a westerly line of said 37.114 acre tract, and with the easterly right-of-way line of said Farm to Market Road 1417, a distance of 175.02 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6555" (hereinafter referred to as Capped Iron Rod) set for a re-entrant corner of said 37.114 acre tract;

THENCE North 76°47'01" West, with a southerly line of said 37.114 acre tract, and with the northerly right-of-way line of said Farm to Market Road 1417, a distance of 59.89 feet to a Capped Iron Rod set for the western-most southwest corner of said 37.114 acre tract;

THENCE in a northerly direction, with a westerly line of said 37.114 acre tract, and with the easterly right-of-way line of said Farm to Market Road 1417, the following two (2) courses:

1. North 19°44'33" East, a distance of 62.59 feet to a concrete TXDOT right-of-way monument found for corner;
2. North 11°31'29" East, a distance of 373.36 feet to an aluminum disk stamped "TXDOT" found for the southern-most corner of a called 0.3094 of an acre tract of land described in the deed to State of Texas, recorded in Instrument No. 2019-26143, said Official Records;

THENCE North 18°15'50" East, with a westerly line of said 37.114 acre tract, 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 19.64 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°31'15", a radius of 2235.23 feet, and a chord bearing and distance of South 80°07'19" East, 293.19 feet;

THENCE with a northerly line of said 37.114 acre tract, with said curve to the left, an arc distance of 293.40 feet to a Capped Iron Rod set for corner;

THENCE North 19°44'57" East, with a westerly line of said 37.114 acre tract, a distance of 84.96 feet to a Capped Iron Rod set for the northern-most northwest corner of the herein described tract of land;

THENCE crossing said 37.114 acre tract, the following eight (8) courses:

1. South 70°15'03" East, a distance of 125.00 feet to a Capped Iron Rod set for corner;
2. South 61°26'54" East, a distance of 50.60 feet to a Capped Iron Rod set for corner;
3. South 69°58'06" East, a distance of 348.49 feet to a Capped Iron Rod set for corner at the beginning of a tangent curve to the left having a delta angle of 12°37'32", a radius of 490.50 feet, and a chord bearing and distance of North 83°43'09" East, 107.87 feet;
4. With said curve to the left, an arc distance of 108.08 feet to a Capped Iron Rod;
5. South 13°20'33" East, a distance of 6.98 feet to a Capped Iron Rod set for corner;
6. North 76°39'27" East, a distance of 125.00 feet to a Capped Iron Rod set for corner;
7. South 74°51'24" East, a distance of 50.02 feet to a Capped Iron Rod set for corner;
8. South 76°46'52" East, a distance of 175.00 feet to a Capped Iron Rod set for the northeast corner of the herein described tract of land, and on the easterly line of said 37.114 acre tract, and on the easterly line of a called 30.99 acre tract of land described in the deed to West Sherman Baptist Church, Inc., recorded in Volume 3758, Page 847, said Official Records;

THENCE South 13°20'33" East, with the easterly line of said 37.114 acre tract, and with the westerly line of said 30.99 acre tract, a distance of 62.31 feet to a point for corner, said point falls in said creek;

THENCE South 15°55'39" East, continuing with the easterly line of said 37.114 acre tract, and with the westerly line of said 30.99 acre tract, a distance of 553.14 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6555" set for the southeast corner of said 37.114 acre tract, common to the southwest corner of said 30.99 acre tract, and at the centerline of aforesaid Abandoned Railroad, and at the beginning on a non-tangent curve to the right having a delta angle of 31°23'33", a radius of 2865.23 feet, and a chord bearing and distance of South 87°02'38" West, 1550.30 feet;

THENCE with a southerly line of said 37.114 acre tract, and with centerline of said Abandoned Railroad, and with said curve to the right, an arc distance of 1569.87 feet to the POINT OF BEGINNING and enclosing 21.132 acres (920,504 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 TWO**, 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 TWO** 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 Jenevold

SURVEYOR:
Chris Noah, RPLS 6555
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Phn: 903-786-6029

FINAL PLAT
WASHINGTON MEADOWS, PHASE TWO
21.132 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: ENH	Scale: 1"=50'	Project No. 20-0204.68
10194175	Checked by: CRN	Date: 10/20/2020	Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

December 7, 2020

Wyldewood Homes, LLC
P.O. Box 911688
Sherman, TX 75092
Attn: Tim Pike

MDJ Engineering, LLC
3774 Childress St.
Houston, TX 77005
Attn: Michael Jensvold

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

Dear Applicants,

The request for approval of the Final Plat of Washington Meadows, Phase Two has been scheduled to be heard by the Planning and Zoning Board on the day of 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:

1. When a street changes direction, the street name shall change.
2. Drainage Easement on East line of Block F shall be shown as Private Drainage Easements.
3. Right of Way width to be shown for Washington Street.
4. Verify ownership of Railroad Abandonment property adjacent to South perimeter of subject property.
5. Proposed Sanitary Sewer Easements by Separate Instrument shall be filed in the Official Public Records and Instrument Nos. to be shown on plat. Potentially two easements required to two potential property owners to cross said easement location.
6. 20' and 30' Utility Easement (Inst. No. 2014-00001776) to be shown as "20' Utility Easement for Water and Sewer."
7. 15' Utility Easement on Lots 16 & 17, Block D to be changed to Drainage Easement.
8. 15' Utility Easement on Lots 11, 12, 18, 19, Block H to be changed to Drainage Easement.
9. Offsite 15' Utility Easement on Lots 6, 7, Block F to be shown as Private Drainage Easement.
10. 15' Utility Easement on Lots 27, 28, Block D to be changed to Sanitary Sewer Easement.
11. Additional easements may be required upon civil review.
12. All requirements of the Floodplain Ordinance shall be followed.
13. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done with public right of way.
14. Letters from various utility providers to be obtained by property owner verifying availability of service and when service will be available.

15. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
16. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

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

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

Respectfully,

Clint Philpott, P.E.
Assistant City Manager

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 24.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

900 BLOCK NORTH FM 1417 (HERITAGE PARKWAY)

The request of Wyldewood Homes, LLC (Owners), Tim Pike (Representative), MDJ Engineering, LLC (Civil Engineer) and Preston Trail Land Surveying (Surveyor) concerning the property in the 900 block of North FM 1417 (Heritage Parkway), being 21.132 acres in the J.B. McAnair Survey, Abstract No. 763, as follows;

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.2, Subsection (1) to allow Lot 10, Block D of the proposed Washington Meadows, Phase II, a 55.12’ lot width in lieu of the required 60’ lot width for a residential dwelling in an R-1 (One-Family Residential) District.

Planning and Zoning Commission

Final Plat approval of Washington Meadows, Phase II

Background:

The property is located in the 900 block of North FM 1417 (Heritage Parkway); the southeast corner of FM 1417 (Heritage Parkway) and Washington Street. The property was zoned an R-1 (One Family Residential) District at the September 8, 2020 City Council Meeting. The owners would like to plat the property into (77) seventy-seven lots for residential development. They are also requesting an exception to allow one lot to 55.12' wide in lieu of the required 60'.

Adjacent Zoning:

R-1 (One Family Residential) District
C-1 (Retail Business) District

Origination:

Wyldewood Homes (Owners)
Tim Pike (Representative)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

22

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Lot for Exception
Washington Meadows Phase Two
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 7.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Final Plat Approval of M&G Home Builders Epstein Street Addition, Lots 1 and 2, being 0.367 acres in the G.B. Pilant Survey, Abstract No. 963; M&G Homebuilders, LLC, Owners; Martin Covarrubias, Representative; and Preston Trail Land Surveying, LLC, Surveyor (1014 East Esptein Street)

Issue:

To consider Final Plat Approval of M&G Home Builders Epstein Street Addition, Lots 1 and 2, being 0.367 acres in the G.B. Pilant Survey, Abstract No. 963, M&G Homebuilders, LLC, Owners; Martin Covarrubias, Representative; and Preston Trail Land Surveying, LLC, Surveyor (1014 East Epstein Street)

Background:

The property is located at 1014 East Epstein Street, between Hazelwood and Vaden Streets. The property is zoned an R-1 (One Family Residential) District. The owners would like to plat the property into two 50' lots for residential development.

Origination:

M&G Homebuilders, LLC (Owners)
Martin Covarrubias (Representative)
Preston Trail Land Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

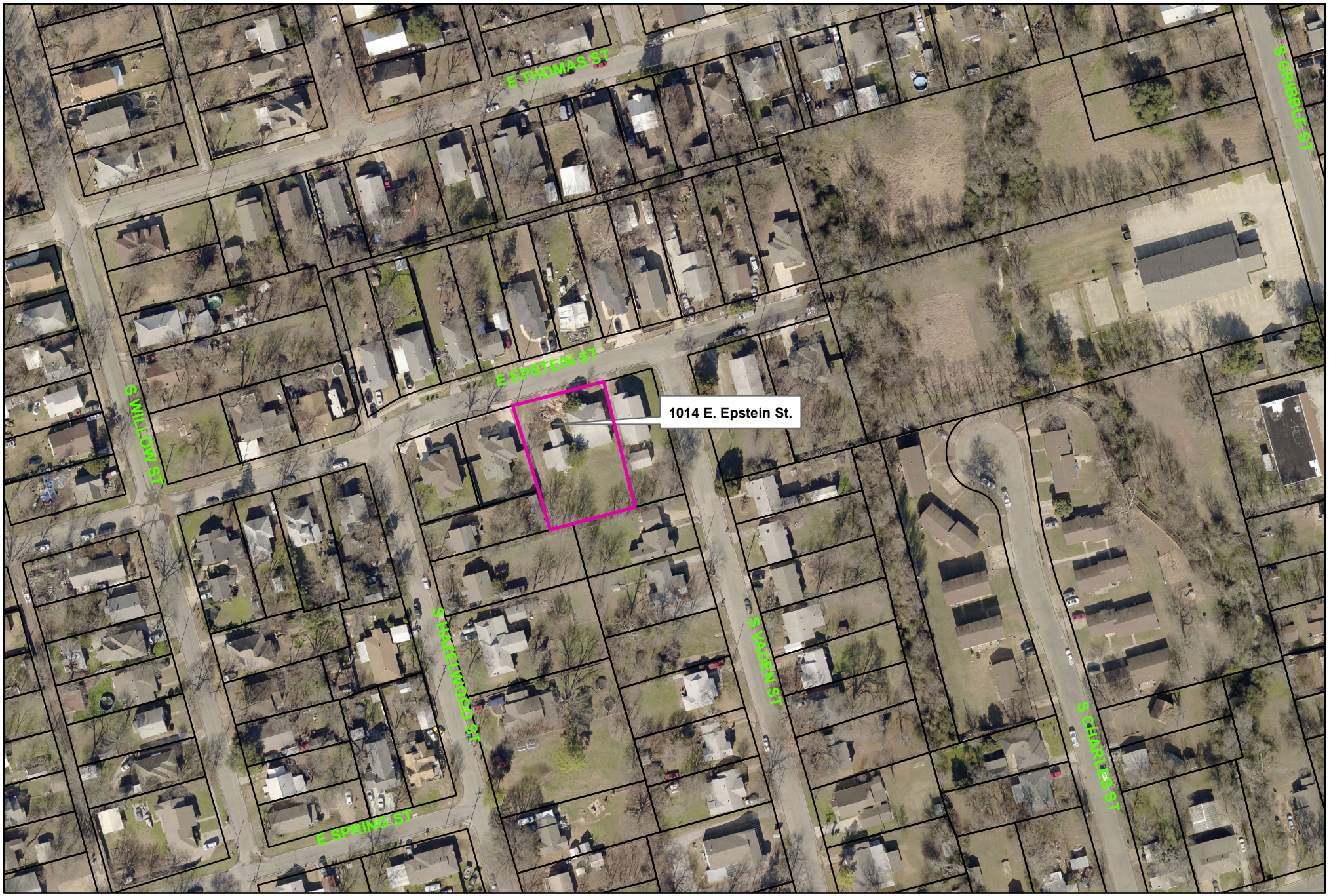
At the December 15, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map
Zoning Map
M&G Home Builders Epstein Street Addition
Staff Review Letter
P&Z Communication



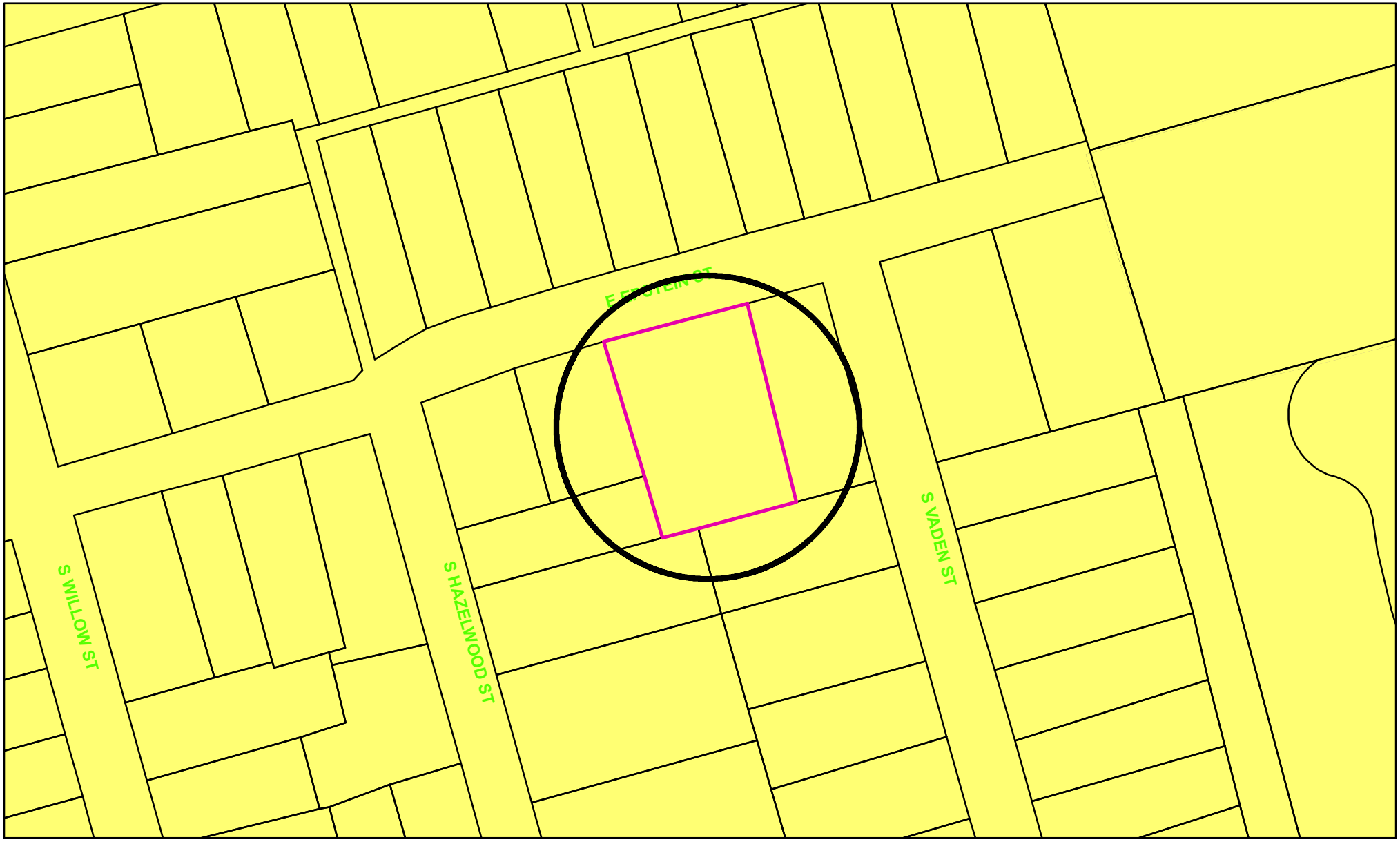
1014 East Epstein Street

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 150 ft



Zoning - 1014 East Epstein Street

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

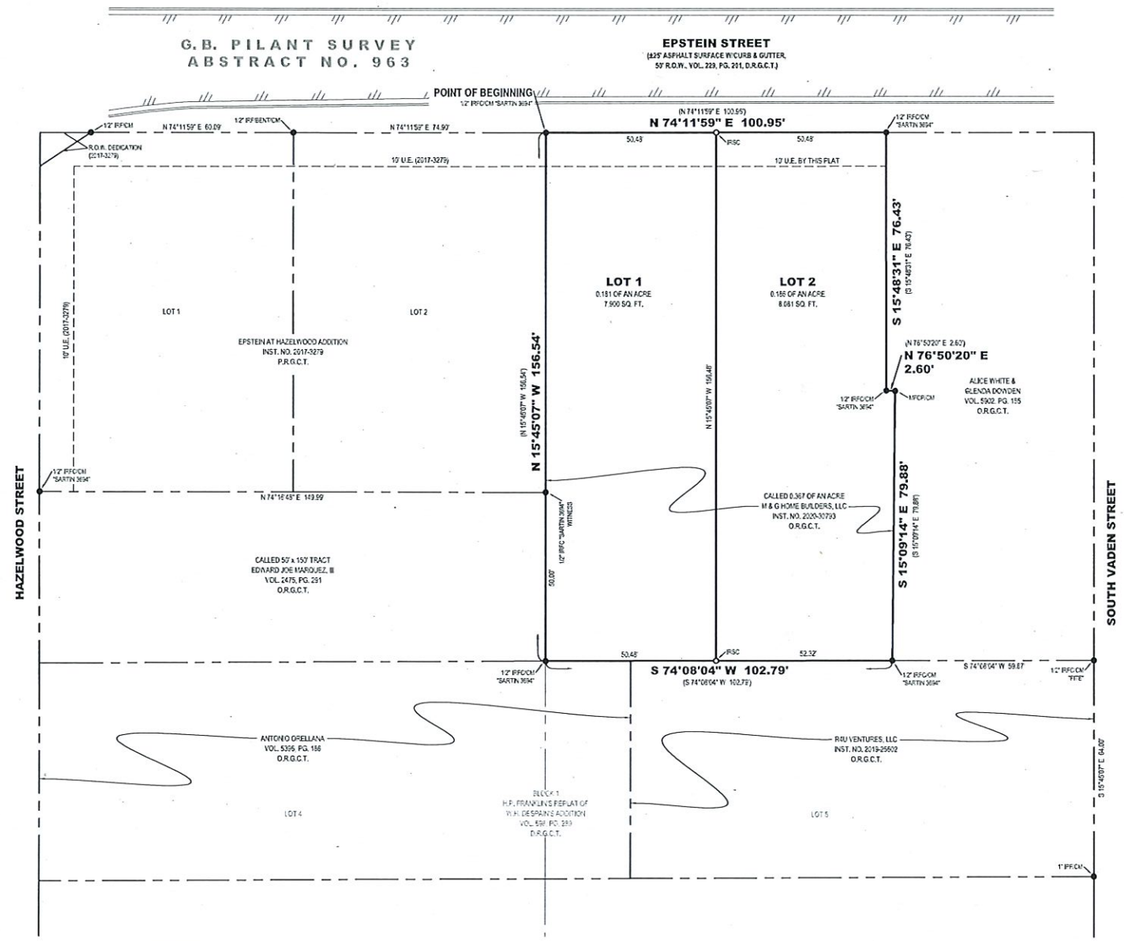
NOT TO SCALE

1 in = 100 ft

0 12 25
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

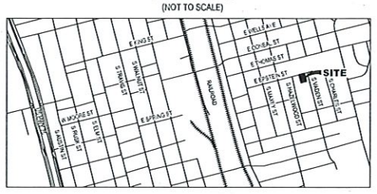
FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.



LEGEND

●	FOUND MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O	SET MONUMENT		
RSC	1/2" IRON ROD W "PRESTON TRAIL LAND SURVEYING, RPLS 6555" CAP SET	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRF	IRON ROD FOUND	R.O.W.	RIGHT-OF-WAY
IRFC	IRON ROD FOUND W/PLASTIC CAP	VOL., PG.	VOLUME, PAGE
MFCP	METAL FENCE CORNER POST	INST. NO.	INSTRUMENT NO.
IPF	IRON PIPE FOUND	U.E.	UTILITY EASEMENT
CM	CONTROLLING MONUMENT		BOUNDARY LINE
( )	DEED OR PLAT CALL		ADJOINER LINE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS		EASEMENT
			ASPHALT

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

MINOR PLAT
M & G HOME BUILDERS EPSTEIN STREET ADDITION LOTS 1 & 2
0.367 OF AN ACRE
G.B. PILANT SURVEY, ABSTRACT NO. 963
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
M & G Home Builders, LLC
1218 North Brents Avenue
Sherman, TX 75090

SURVEYOR:
Chris Noah, RPLS 6555
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-786-6029

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: BNH	Scale: 1"=20'	Project No. 20-05593
10194175	Checked by: CRN	Date: 11/12/2020	Sheet No. 1 of 2

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS M & G HOME BUILDERS, LLC is the owner of all of that certain tract or parcel of land situated in the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 0.37 of an acre tract of land described in the deed to Scott A. Craven, recorded in Instrument No. 2019-10455, Official Records, Grayson County, Texas, and being the same 0.367 of an acre tract of land described in the deed to M & G Home Builders, LLC, recorded in Instrument No. 2020-30793, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said 0.37 acre tract, common to the northeast corner of Lot 2 of Epstein At Hazelwood Addition, according to the plat thereof recorded in Instrument No. 2017-3279, Plat Records, Grayson County, Texas, and on the southerly right-of-way line of East Epstein Street;

THENCE North 74°11'59" East, with a northerly line of said 0.37 acre tract, and with the southerly right-of-way line of said East Epstein Street, a distance of 100.95 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northern-most northeast corner of said 0.37 acre tract, common to the northwest corner of a tract of land described in the deed to Alice White and Glenda Dowden, recorded in Volume 5902, Page 155, said Official Records;

THENCE South 15°48'31" East, with an easterly line of said 0.37 acre tract, and with a westerly line of said Dowden Tract, a distance of 76.43 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for a re-entrant corner of said 0.37 acre tract, common to the western-most southwest corner of said Dowden Tract;

THENCE North 76°59'20" East, with a northerly line of said 0.37 acre tract, and with a southerly line of said Dowden Tract, a distance of 2.60 feet to a metal fence corner post found for the eastern-most northeast corner of said 0.37 acre tract, common to a re-entrant corner of said Dowden Tract;

THENCE South 15°09'14" East, with an easterly line of said 0.37 acre tract, and with a westerly line of said Dowden Tract, along or near a fence, a distance of 79.88 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southeast corner of said 0.37 acre tract, common to the southern-most southwest corner of said Dowden Tract, and on the northerly line of Lot 5 in Block 1 of H.P. Franklin's Replat of W.H. Despain's Addition, recorded in Volume 597, Page 289, Deed Records, Grayson County, Texas, and on the northerly line of a tract of land described in the deed to RAU Ventures, LLC, recorded in Instrument No. 2019-25602, said Official Records;

THENCE South 74°08'04" West, with the southerly line of said 0.37 acre tract, and with the northerly line of said Lot 5, and with the northerly line of said RAU Ventures, LLC Tract, and with the northerly line of a tract of land described in the deed to Antonio Orellana, recorded in Volume 5396, Page 186, said Official Records, a distance of 102.79 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southwest corner of said 0.37 acre tract, common to the northwest corner of said Lot 5, and common to the northeast corner of Lot 4 in said Block 1, and common to the southeast corner of a called 50-foot by 150-foot tract of land described in the deed to Edward Joe Marquez, III, recorded in Volume 2475, Page 291, said Official Records;

THENCE North 15°45'07" West, with the westerly line of said 0.37 acre tract, and with the easterly line of said Marquez Tract, passing en route at a distance of 50.00 feet a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said Marquez Tract, and continuing on said course, with the easterly line of aforesaid Lot 2 (Epstein at Hazelwood Addition), a total distance of 156.53 feet to the POINT OF BEGINNING and enclosing 0.367 of an acre (15,980 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **M & G HOME BUILDERS, LLC**, does hereby adopt this plat designating the hereinbefore described property as **M & G HOME BUILDERS EPSTEIN STREET ADDITION, LOTS 1 & 2**, 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: M & G HOME BUILDERS, LLC

By: _____
Martin Covarrubias, Managing Member

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 Martin Covarrubias, 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

By: _____
Martin G. Covarrubias, Managing Member

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 Martin G. Covarrubias, 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 **M & G HOME BUILDERS EPSTEIN STREET ADDITION, LOTS 1 & 2** 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

MINOR PLAT
M & G HOME BUILDERS EPSTEIN STREET ADDITION LOTS 1 & 2
0.367 OF AN ACRE
G.B. PILANT SURVEY, ABSTRACT NO. 963
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
M & G Home Builders, LLC
1218 North Brents Avenue
Sherman, TX 75090

SURVEYOR:
Chris Noah, RPLS 6555
Preston Trail Land Surveying LLC
83493 N State Highway 289
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Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: BNH	Scale: 1"=20'	Project No. 20-05593
10194175	Checked by: CRN	Date: 11/12/2020	Sheet No. 2 of 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

December 7, 2020

M&G Home Builders, LLC
1218 N. Brents Ave.
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Final Plat of M&G Home Builders Epstein Street Addition Lots 1 & 2 has been scheduled to be heard by the Planning and Zoning Board on the day of 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:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done with public right of way. Sidewalks are required for these sites.
2. Metes and bounds do not match drawing. Correct appropriate information as needed.
3. Minor Plat to be changed to Final Plat in Addition block.
4. Dedicate a 10' Private Sanitary Sewer Easement on South end of Lot 1 to serve Lot 2 with sanitary sewer.
5. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. <u>CAD file must be submitted digitally at time of final approval.</u>

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

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

Respectfully,

Clint Philpott, P.E.
Assistant City Manager

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services
Rob Rae, Incoming Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Trish Wood, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner

Requested Action/Proposed Use:

1014 EAST EPSTEIN STREET

The request of M&G Homebuilders, LLC (Owners), Martin Covarrubias (Representative) and Preston Trail Land Surveying, LLC (Surveyor) concerning the property at 1014 East Epstein Street, being 0.367 acres in the G.B. Pilant Survey, Abstract No. 963, as follows:

Board of Adjustments

Exception under Ordinance No. 2280, Section 6.2, Subsection (1) to allow two 50' lots in lieu of the required 60' lot widths for residential development in the proposed M&G Home Builders Epstein Street Addition, Lots 1 & 2 in an R-1 (One-Family Residential) District.

Planning and Zoning Commission

Final Plat approval of M&G Home Builders Epstein Street Addition, Lots 1 & 2

Background:

The property is located at 1014 East Epstein Street between Hazelwood and Vaden Streets. The property is zoned an R-1 (One Family Residential) District. The owner would like to plat the property into two 50' lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

M&G Homebuilders, LLC (Owners)
Martin Covarrubias (Representative)
Preston Trail Land Surveying, LLC (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

29

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Deed
Narrative
M&G Home Builders Epstein Street Addn
Site Plan
Building Elevations
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 8.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Final Plat Approval of Lots 1 and 2, Block A, First United Bank Addition, being 5.583 acres in the J.B. McAnair Survey, Abstract No. 763; First United Bank & Trust, Owners; Dean Gilbert, Representative; and All American Surveying, Surveyor (2007 and 2011 Texoma Parkway)

Issue:

To consider Final Plat Approval of Lots 1 and 2, Block A, First United Bank Addition, being 5.583 acres in the J.B. McAnair Survey, Abstract No. 763; First United Bank & Trust, Owners; Dean Gilbert, Representative; and All American Surveying, Surveyor (2007 and 2011 Texoma Parkway)

Background:

The property is located at 2007 and 2011 Texoma Parkway, between Grand Avenue and Texoma Drive; First United Bank and an Office Building are located on the property. The property is zoned a C-2 (General Commercial) District. The owners would like to plat the property into two lots to sell one of the lots.

Origination:

First United Bank & Trust (Owners)
Dean Gilbert (Representative)
All American Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

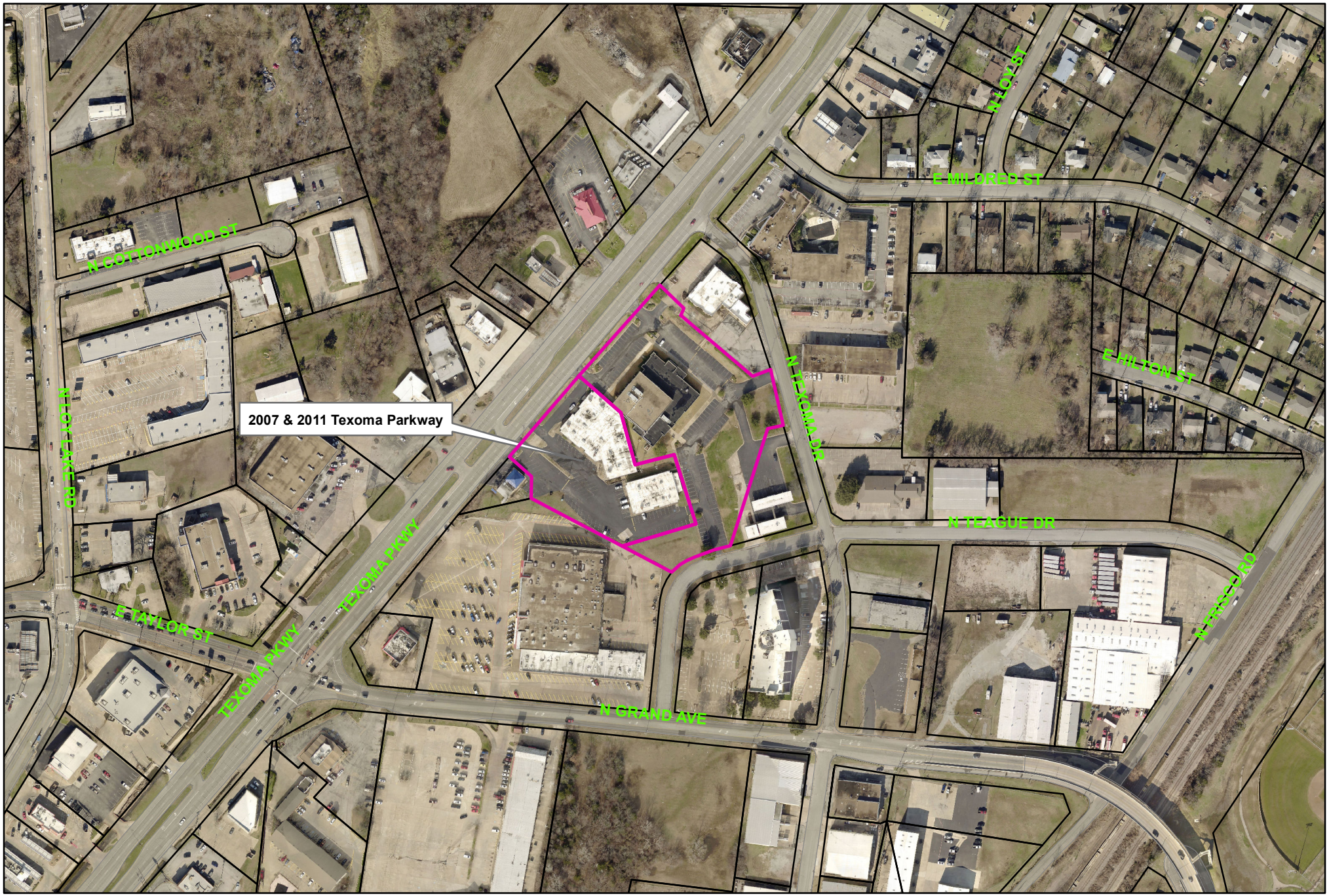
At the December 15, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map
Zoning Map
First United Bank Addition
Staff Review Letter
P&Z Communication



2007 & 2011 Texoma Parkway

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 289 ft

Zoning - 2007 & 2011 Texoma Parkway

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

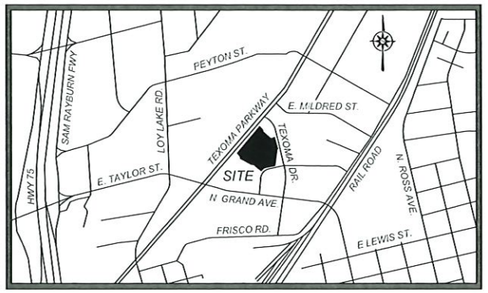
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- 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

Sherman
CLASSIC TOWN. BROAD HORIZON.

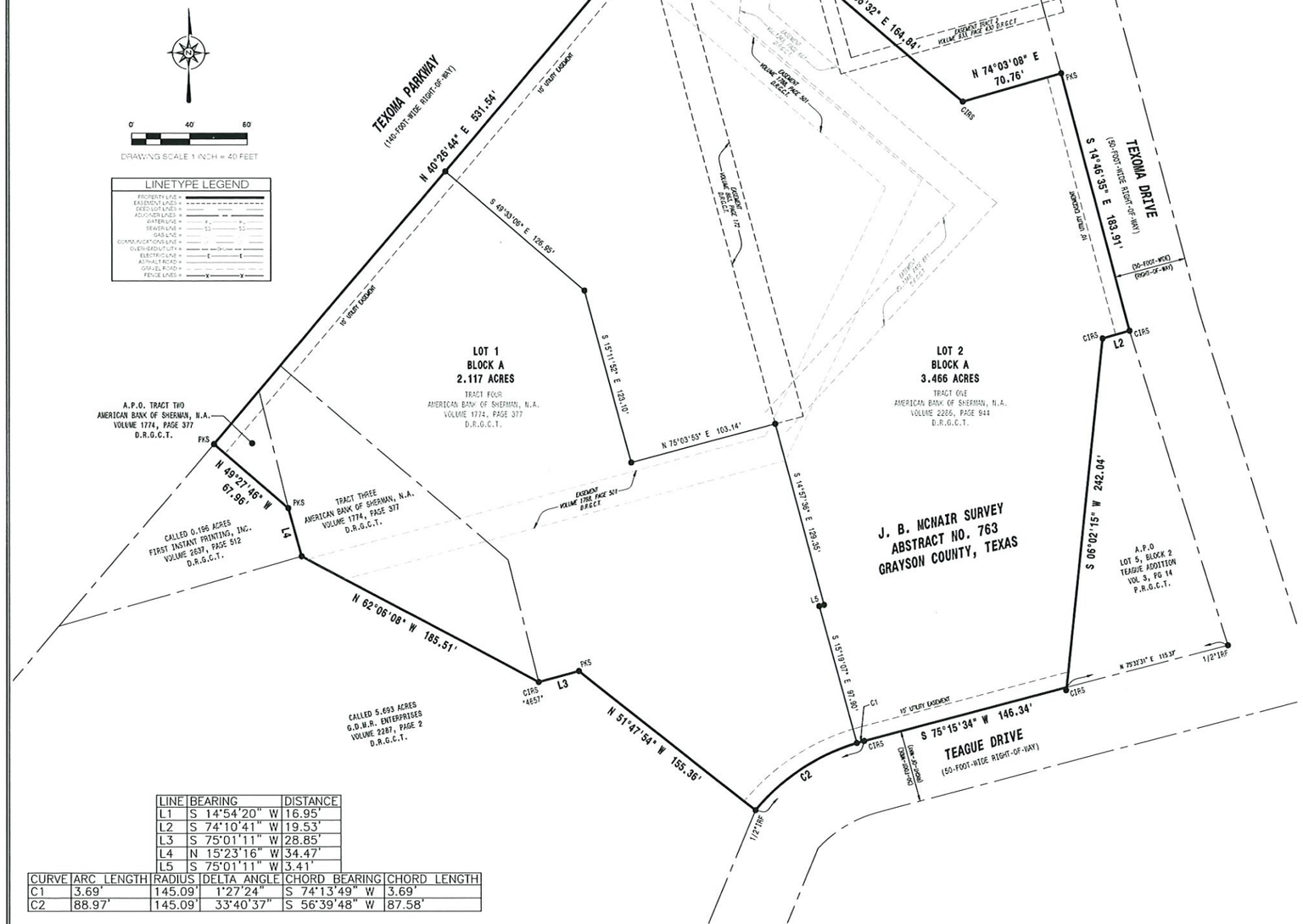
City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 200 ft



VICINITY MAP
(NOT TO SCALE)
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS



LINETYPE LEGEND

PROPERTY LINE	
EASEMENT LINES	
DEED LOT LINES	
ADJOINER LINES	
WATER LINE	W W
SEWER LINE	SS SS
GAS LINE	G G
COMMUNICATIONS LINE	C C
OVERHEAD UTILITY	OHU OHU
ELECTRIC LINE	E E
ASPHALT ROAD	
GRAVEL ROAD	
FENCE LINES	X X

LINE	BEARING	DISTANCE
L1	S 14°54'20" W	16.95'
L2	S 74°10'41" W	19.53'
L3	S 75°01'11" W	28.85'
L4	N 15°23'16" W	34.47'
L5	S 75°01'11" W	3.41'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	3.69'	145.09'	1°27'24"	S 74°13'49" W	3.69'
C2	88.97'	145.09'	33°40'37"	S 56°39'48" W	87.58'

OWNER'S DEDICATION

WHEREAS AMERICAN BANK OF TEXAS N.A IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J.B. MCNAIR SURVEY, ABSTRACT # 763, GRAYSON COUNTY TEXAS AND BEING A PART OF TRACT TWO, ALL OF TRACT THREE AND ALL OF TRACT 4 DESCRIBED IN THE DEED TO AMERICAN BANK OF SHERMAN, N. A. AS RECORDED IN VOLUME 1774, PAGE 377, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS AND BEING A PART OF A CALLED 3.8073 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO AMERICAN BANK OF TEXAS, SHERMAN, TEXAS AS RECORDED IN VOLUME 2285, PAGE 944, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF THE TRACT BEING DESCRIBED HEREIN AT A ½" CAPPED IRON ROD SET LABELED #4557 SET FOR CORNER AT THE NORTH CORNER OF SAID 3.8073 ACRE TRACT IN THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY # 75 FROM WHICH A POINT FOR WITNESS AT THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY LINE OF TEXOMA DRIVE AND THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY BEARS NORTH 40 DEGREES 26 MINUTES 44 SECONDS EAST A DISTANCE OF 150.60 FEET;

THENCE WITH THE EASTERLY LINES OF SAID 3.8073 ACRE TRACT THE FOLLOWING 5 CALLS;

SOUTH 49 DEGREES 36 MINUTES 32 SECONDS EAST A DISTANCE OF 70.00 FEET TO A FX-NAIL SET FOR CORNER;

SOUTH 14 DEGREES 54 MINUTES 20 SECONDS WEST A DISTANCE OF 16.95 FEET TO A CAPPED IRON ROD SET FOR CORNER;

SOUTH 49 DEGREES 36 MINUTES 32 SECONDS EAST A DISTANCE OF 164.84 FEET TO A FX-NAIL FOR CORNER;

NORTH 74 DEGREES 03 MINUTES 08 SECONDS EAST A DISTANCE OF 70.76 FEET TO A FX-NAIL FOR CORNER IN SAID SOUTHWEST RIGHT-OF-WAY LINE;

SOUTH 14 DEGREES 46 MINUTES 35 SECONDS EAST WITH SAID SOUTHWEST RIGHT-OF-WAY LINE A DISTANCE OF 183.91 FEET TO A CAPPED IRON SET FOR CORNER AT THE NORTHEAST CORNER OF LOT 5, BLOCK 2 OF TEAGUE INDUSTRIAL PARK UNIT NO. 2 AS RECORDED IN VOLUME 3, PAGE 14 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS;

THENCE SOUTH 75 DEGREES 33 MINUTES 41 SECONDS WEST A DISTANCE OF 19.53 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE NORTHWEST CORNER OF SAID LOT 5;

THENCE SOUTH 06 DEGREES 02 MINUTES 15 SECONDS WEST WITH THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 242.04 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF TEAGUE DRIVE;

THENCE SOUTH 75 DEGREES 17 MINUTES 07 SECONDS WEST WITH THE NORTH RIGHT-OF-WAY LINE OF TEAGUE DRIVE A DISTANCE OF 146.34 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE WITH THE NORTH RIGHT-OF-WAY LINE OF TEAGUE DRIVE AND A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 88.97 FEET, WITH A RADIUS OF 145.09 FEET, WITH A CHORD BEARING OF SOUTH 57 DEGREES 23 MINUTES 30 SECONDS WEST, WITH A CHORD LENGTH OF 87.58 FEET, TO A ½" IRON ROD FOUND FOR CORNER;

THENCE NORTH 51 DEGREES 47 MINUTES 54 SECONDS WEST A DISTANCE OF 155.36 FEET TO A FX-NAIL SET FOR CORNER;

THENCE SOUTH 25 DEGREES 03 MINUTES 11 SECONDS WEST A DISTANCE OF 28.85 FEET TO A ½" CAPPED IRON ROD SET LABELED #4557 SET FOR CORNER AT THE SOUTHEAST CORNER OF SAID TRACT THREE;

THENCE NORTH 62 DEGREES 05 MINUTES 08 SECONDS WEST A DISTANCE OF 185.51 FEET TO A POINT FOR CORNER AT THE SOUTHWEST CORNER OF SAID TRACT THREE AND THE SOUTHEAST CORNER OF A CALLED 0.196 OF AN ACRE TRACT DESCRIBED IN THE DEED TO FIRST INSTANT PRINTING INC. AS RECORDED IN VOLUME 2637, PAGE 512 OF SAID DEED RECORDS FROM WHICH A ½" IRON ROD FOUND BEARS SOUTH 28 DEGREES 27 MINUTES 45 SECONDS WEST A DISTANCE OF 1.87 FEET;

THENCE NORTH 15 DEGREES 23 MINUTES 16 SECONDS WEST WITH THE EAST LINE OF SAID 0.196 OF AN ACRE A DISTANCE OF 34.47 FEET TO A FX-NAIL SET FOR CORNER;

THENCE NORTH 49 DEGREES 27 MINUTES 46 SECONDS WEST WITH THE NORTHEAST LINE OF SAID 0.196 OF AN ACRE A DISTANCE OF 67.96 FEET TO A FX-NAIL SET FOR CORNER IN SAID SOUTHEAST RIGHT-OF-WAY LINE AT THE NORTH CORNER OF SAID 0.196 OF AN ACRE TRACT;

THENCE NORTH 40 DEGREES 26 MINUTES 44 SECONDS EAST WITH SAID SOUTHEAST RIGHT-OF-WAY LINE A DISTANCE OF 531.54 FEET TO THE POINT OF BEGINNING AND ENCLOSING 5.583 ACRES OF LAND MORE OR LESS.

KNOW THEREFORE ALL MEN BY THESE PRESENTS

THAT AMERICAN BANK OF SHERMAN DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS FIRST UNITED BANK ADDITION, COUNTY OF GRAYSON, TEXAS AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE PUBLIC EASEMENTS SHOWN HEREON

_____
AUTHORIZED REPRESENTATIVE
AMERICAN BANK OF SHERMAN, N.A.

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THIS CAPACITY STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____
_____

NOTARY PUBLIC, STATE OF TEXAS

APPROVED THIS _____ DAY OF _____, 20___
BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF SHERMAN TEXAS

_____ _____
CHAIRMAN SECRETARY

CERTIFICATE OF ACCEPTANCE BY THE CITY COUNCIL

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN

_____ _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

THE UNDERSIGNED, THE CITY CLERK OF THE CITY OF SHERMAN, HEREBY CERTIFIES THAT THE FOREGOING FINAL _____ PLAT OF SUBDIVISION OR ADDITION TO THE CITY OF SHERMAN WAS SUBMITTED TO THE CITY COUNCIL ON THE _____ DAY OF _____, 20___ AND THE CITY COUNCIL BY FORMAL ACTION THEREAND 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___

_____
CITY CLERK, CITY OF SHERMAN, TEXAS

NOTES:

1) FLOOD STATEMENT: FLOOD STATEMENT: I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, COMMUNITY NUMBER 480504, EFFECTIVE DATE OF 11-20-2019, AND THAT MAP INDICATES THAT PORTIONS OF THIS PROPERTY ARE WITHIN:

NON-SHADED ZONE X - DEFINED AS AREA OUTSIDE THE 0.2% ANNUAL CHANCE (500 YEAR) FLOOD PLAIN

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. OR RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

2) WATER SUPPLY TO BE PROVIDED BY THE CITY OF SHERMAN

3) SEWER SERVICE TO BE PROVIDED BY THE CITY OF SHERMAN

4) ELECTRIC SERVICE IS PROVIDED BY ONCOR ELECTRIC DELIVERY

5) ANY EX-STING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.

6) THE CITY OF SHERMAN WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR DRAINAGE EASEMENTS FOR THE CONTROL OF EROSION.

7) NEITHER THE CITY OF SHERMAN NOR THE UNDERSIGNED SURVEYOR WILL BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE OR PROPERTY OCCURRED BY FLOODING OR FLOODING CONDITIONS.

8) THE OWNERS AND BUILDERS MUST COMPLY WITH ALL OTHER LOCAL, STATE AND FEDERAL REGULATIONS REGARDING DEVELOPMENTS OF THIS TYPE.

9) BEARING BASIS ARE DERIVED FROM GPS OBSERVATIONS TEXAS NORTH CENTRAL NAD 83 (GRID)

10) THE CITY OF SHERMAN RESERVES THE RIGHT TO REQUIRE SUBMISSION OF DEVELOPMENT PLAT BASED ON PROPOSED USE OF EACH LOT.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COOKE §

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND UNDER MY SUPERVISION.

_____
J.E. THOMPSON, R.P.L.S.
TEXAS REGISTRATION NO. 4857

STATE OF TEXAS §
COUNTY OF COOKE §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED J.E. THOMPSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE
THIS _____ DAY OF _____ 2020

_____
NOTARY PUBLIC, IN THE STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
REGISTERED
J.E. THOMPSON
4857
PROFESSIONAL
LAND SURVEYOR

LEGEND

● = PROPERTY CORNER		CM = CONTROL MONUMENT	
⊕ = BENCHMARK		• = BEARING BASIS	
⊡ = TELEPHONE/UTILITY RISER	(TELCO)	FF = FINISHED FLOOR	
⊡ = BURIED CABLE MARKER	(BCM)	MFCP = METAL FENCE CORNER POST	
⊙ = TELEPHONE MANHOLE	(TMH)	WFCP = WOOD FENCE CORNER POST	
⊿ = POWER/UTILITY POLE	(PP/UP)	FD = FLAT DEED CALL	
☼ = LIGHT POLE	(LP)	POB = POINT OF BEGINNING	
⊷ = GUY WIRE	(GUY)	ROW = RIGHT-OF-WAY	
ELEC = ELECTRIC VAULT	(VLT)	DE = DRAINAGE EASEMENT	
TRANS = ELECTRIC TRANSFORMER	(TRAN)	EE = ELECTRIC EASEMENT	
⊕ = WATER METER	(WM)	UE = UTILITY EASEMENT	
H = WATER VALVE	(WV)	WE = WATER EASEMENT	
⊥ = FIRE HYDRANT	(FH)	PUE = PUBLIC UTILITY EASEMENT	
⊙ = WATER MANHOLE	(WMH)	BL = BUILDING SETBACK LINE	
⊡ = BURIED PEDESTAL MARKER	(BPM)	AE = ACCESS EASEMENT	
■ = GAS METER	(GM)	FLE = FIRELANE EASEMENT	
⊙ = GAS VALVE TEST STATION	(GV TS)	SWE = SIDEWALK EASEMENT	
⊙ = GAS WELL HEAD	(WH)	SSE = SANITARY SEWER EASEMENT	
CP = PROPANE TANK	(PT)	RF = IRON FOUND	
⊙ = SEPTIC CLEAN OUT	(CO)	CIRF = CAPPED IRON ROD FOUND	
⊙ = SEPTIC LID	(SEPT)	CIRS = CAPPED IRON ROD SET	
⊙ = CONTROL BOX MANHOLE	(CBMH)	PKF = PK NAIL FOUND	
⊙ = STORM DRAIN MANHOLE	(SDMH)	PKS = PK NAIL SET	
○ = INLET	(INLET)		= CONCRETE SURFACE
⊼ = FLAG POLE	(FP)		= ASPHALT SURFACE
⊼ = MAILBOX	(MB)		= GRAVEL SURFACE
⊥ = ABSTRACT CORNER			

FINAL PLAT
LOTS 1 & 2
BLOCK A
5.583 ACRES
LOT 1 - 2.117 ACRES
LOT 2 - 3.466 ACRES
FIRST UNITED BANK ADDITION
IN THE J. B. MCNAIR SURVEY,
ABSTRACT NO. 763
IN THE CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
PH: 940.665.0450
TEXAS FIRM #10124500

DRAWN BY	DATE	SCALE	PLOT DATE	SHEET	REVISED
BLC	11/7/20	1" = 40'	11/7/20	1 OF 1	

SURVEYOR
J.E. THOMPSON
ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
PH: 940.665.0450

OWNER
FIRST UNITED BANK & TRUST
ATTN: KEVIN SCOTT
1400 N. HWY 377
ROANOKE, TX 76262

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

December 7, 2020

First United Bank & Trust
1400 W. Main Street
Durant, OK 74701

All American Surveying
111 N. Dixon St.
Gainesville, TX 76240

Dear Applicants,

The request for approval of the Final Plat of First United Bank Addition has been scheduled to be heard by the Planning and Zoning Board on the day of 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:

1. Existing drive approaches do not meet current City and/or TxDOT standard. New drive approaches and sidewalks must conform to City and TxDOT standards 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.
2. All easements locations shall be shown on plat and type of easement shall be identified on plat.
3. Metes and bounds description does not match drawing. Correct appropriately.
4. Vesting and legal description of surrounding properties is not correct. Correct appropriately.
5. Pavement width of Texoma Drive and Teague Drive shall be shown on drawing.
6. Dedicate Mutual Access Easements on plat.
7. Owner name in signature block has typo. Correct appropriately.
8. Red or gray ink will not be permitted on final document. Change all gray drawings and text to black ink.
9. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman at the time of delivery of final mylar and prints for the purpose of recording the plat.
10. Plat layout does not meet standard. Coordinate with Engineering Department for layout.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department

for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

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

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

Respectfully,

Clint Philpott, P.E.
Assistant City Manager

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 17.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

* **2007 & 2011 TEXOMA PARKWY**

The request of First United Bank & Trust (Owners), Dean Gilbert (Representative) and All American Surveying (Surveyor) concerning the properties at 2007 and 2011 Texoma Parkway, being 5.583 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Final approval of Lots 1 & 2, Block A, First United Bank Addition

Background:

The property is located at 2007 and 2011 Texoma Parkway between Grand Avenue and Texoma Drive; First United Bank and an Office Building are located on the property. The property is zoned a C-2 (General Commercial) District. The owner would like to plat the property into two lots to sell one of the lots.

Adjacent Zoning:

C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

First United Bank & Trust (Owners)
Dean Gilbert (Representative)
All American Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:
Not required.

Objections Received:
0

Attachments

Location Map
Zoning Map
First United Bank Addition
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 9.**

Meeting Date: 01/04/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Final Plat Approval of Glitzy Girlz Addition, being 4.250 acres in the Alfred Hume Survey, Abstract No. 522; 680 Investment Properties, LLC, Owners; and Underwood Drafting and Surveying, Inc., Surveyor [4805 North F.M. 1417 (Heritage Parkway)]

Issue:

To consider Final Plat Approval of Glitzy Girlz Addition, being 4.250 acres in the Alfred Hume Survey, Abstract No. 522; 680 Investment Properties, LLC, Owners; and Underwood Drafting and Surveying, Inc., Surveyor [4805 North F.M. 1417 (Heritage Parkway)]

Background:

The property is located at 4805 North F.M. 1417 (Heritage Parkway), between U.S. Highway 82 and Plainview Road; Glitzy Girlz is the tenant. The property is zoned a C-2 (General Commercial) District and is located in the O-1.1 (FM 1417) Overlay District. The owners would like to plat the property into one lot for commercial development.

Origination:

680 Investment Properties, LLC (Owners)
Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

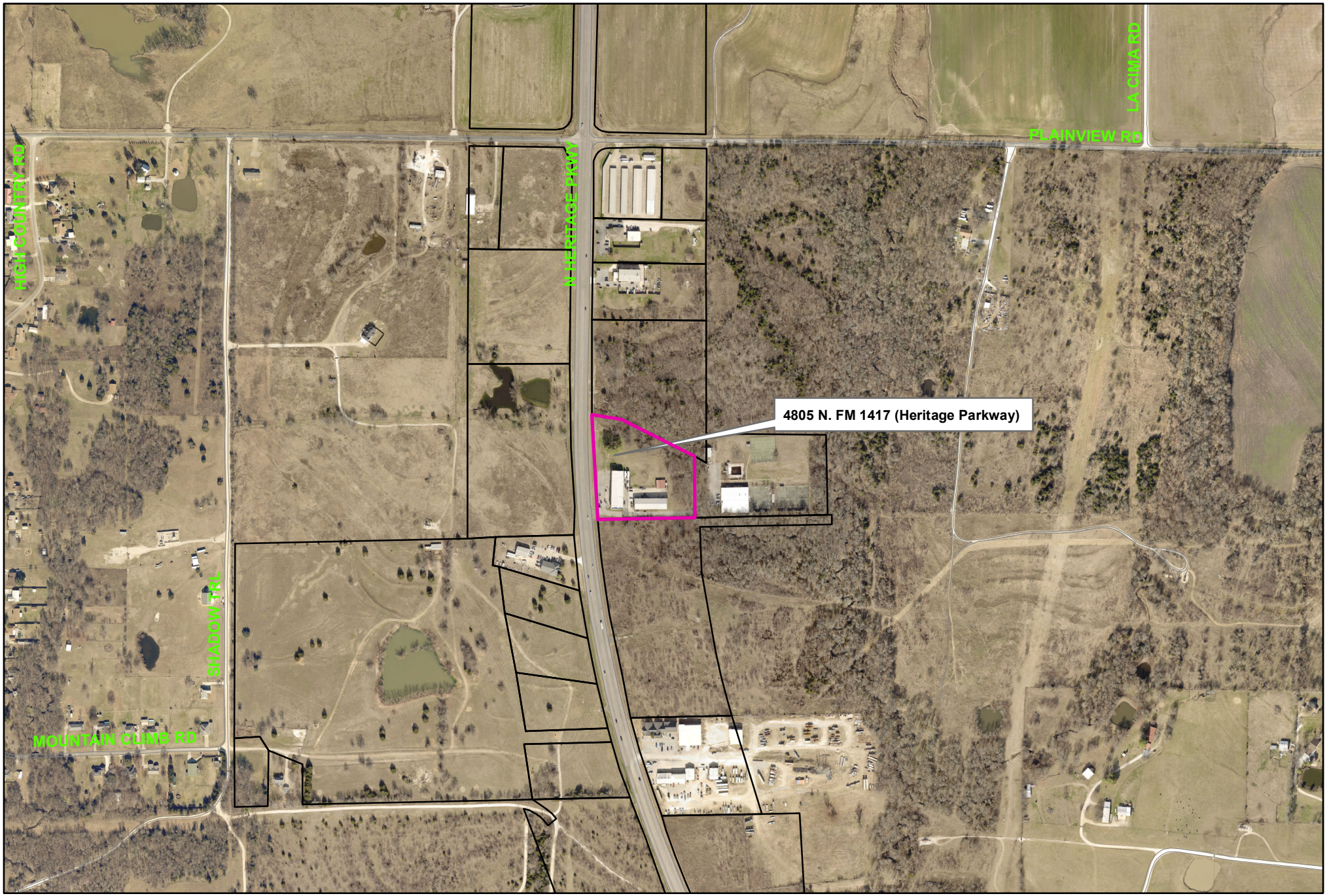
At the December 15, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map
Zoning Map
Glitzy Girlz Addition
Staff Review Letter
P&Z Communication



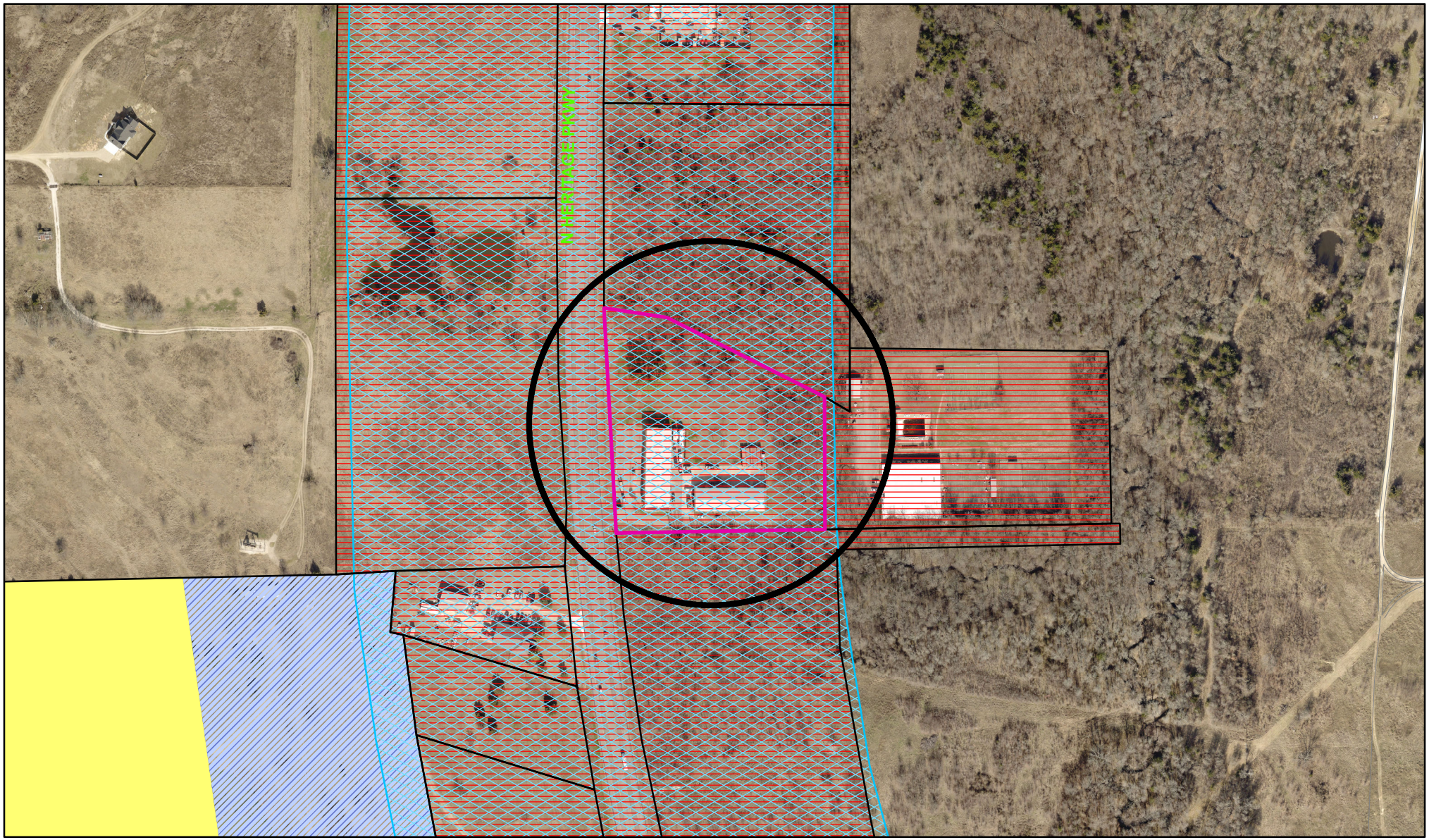
4805 North FM 1417 (Heritage Parkway)

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 600 ft



Zoning - 4805 North FM 1417 (Heritage Parkway)

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_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

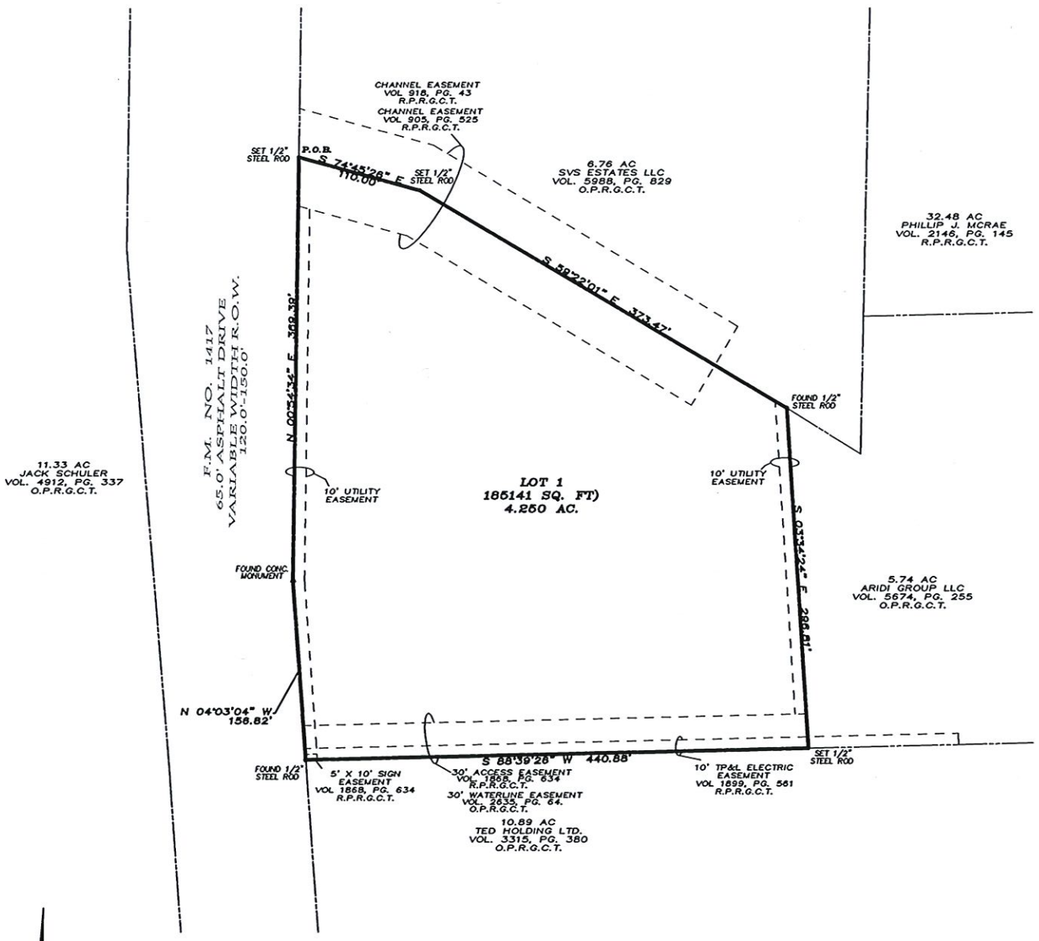
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

NOT TO SCALE

1 in = 300 ft

JOB NO. 20110919



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

FINAL PLAT
GLITZY GIRLZ ADDITION

BEING THE SAME TRACT OF LAND DESCRIBED AS A 4.24 ACRE TRACT OF LAND RECORDED IN VOLUME 4324, PAGE 835 O.P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING 4.250 ACRES

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

OWNERS/DEVELOPER
680 INVESTMENT PROPERTIES
698 FM 996
POTTSBORO, TX 75076

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

11-13-2020

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

SHEET 1 OF 2

JOB NO. 20110919

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Alfred Hume Survey, Abstract No. 522, and being a part of the same tract of land described as 4.24 acres conveyed to Buss Investments LLC, by deed recorded in Volume 4324, Page 835, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a set ½" steel rod in the east Right-of-Way of F.M. 1417 and being the Northwest corner of said 4.24 acre tract of land;

Thence South 74°45'26" East, with the south line of a 6.762 acre tract of land conveyed to SVS Estates LLC. Recorded in Vol. 5988, Pg. 829 of said official public records a distance of 110.00 feet to a set ½" steel rod;

Thence South 59°22'01" East, with the south line of said 6.762 acre tract of land a distance of 373.47 feet to a found ½" steel rod being the northeast corner of said 4.24 acre tract of land;

Thence South 03°34'24" East, with the west line of a 5.74 acre tract of land conveyed to Aridi Group LLC, Recorded in Vol. 5674, Pg. 255 of said Official Public Records a distance of 286.81 feet to a Set ½" Steel rod;

Thence South 88°39'26" West, with the North line of a 10.89 acre tract of land Conveyed to Ted Holding LTD. Recorded in Vol. 3315 Pg. 380 of said Official Public Records, a distance of 440.88 feet to a found ½" steel rod in the East line of said F.M. 1417 Right-of-Way;

Thence North 04°03'04" West, with said Right-of-Way a distance of 156.82 feet to a found Concrete Monument;

Thence North 00°54'34" East, with said Right-of-Way a distance of 369.39 feet to the Point-of-Beginning and containing 4.250 acres of land.

ACCEPTANCE

Approved this _____ day of _____, 2020, by the City Planning Commission to the City of Sherman, Texas.

_____ Chairman

_____ Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ Mayor, City of Sherman, Texas

_____ Date

SURVEYOR'S CERTIFICATION

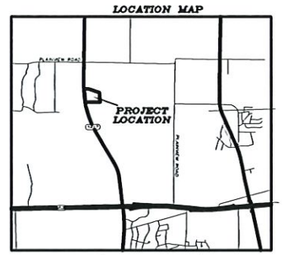
KNOWN ALL MEN BY THESE PRESENTS:

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

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

_____ Date

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, 680 INVESTMENT PROPERTIES, LLC (FELICIA HERRON) do hereby adopt this plat designating the hereinabove property as the GLITZY GIRLZ ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____,2020.

_____ FELICIA HERRON

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2020.

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

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, GLITZY GIRLZ ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the____day of _____, 2020, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____,2020.

_____ Clerk, City of Sherman, Texas

~ GENERAL NOTES ~

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

FINAL PLAT
GLITZY GIRLZ ADDITION

BEING THE SAME TRACT OF LAND DESCRIBED AS A 4.24 ACRE TRACT OF LAND RECORDED IN VOLUME 4324, PAGE 835 O.P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING 4.250 ACRES

OWNERS/DEVELOPER
680 INVESTMENT PROPERTIES
698 FM 996
POTTSBORO, TX 75076

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

11-17-2020

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

SHEET 2 OF 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

December 7, 2020

680 Investments Properties
698 FM 996
Pottsboro, TX 75076

Underwood Drafting & Surveying, Inc.
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Glitzy Girlz Addition has been scheduled to be heard by the Planning and Zoning Board on the day of 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:

1. The City of Sherman does not review or enforce Deed Restrictions properties.
2. City sewer does not serve subject property. On-site sewage facility is required.
3. New drive approaches must conform to City of Sherman standards and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done with public right of way.
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat.
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

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

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

Respectfully,

Clint Philpott, P.E.
Assistant City Manager

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Billy Hartsfield, Fire Marshal
Scott Shadden, Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 12/15/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
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:

* **4805 NORTH FM 1417 (HERITAGE PARKWAY)**

The request of 680 Investment Properties, LLC (Owners) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property at 4805 North FM 1417 (Heritage Parkway), being 4.250 acres in the Alfred Hume Survey, Abstract No. 522, as follows:

Planning and Zoning Commission

Final Plat approval of Glitzy Girlz Addition

Background:

The property is located at 4805 North FM 1417 (Heritage Parkway) between U.S. Highway 82 and Plainview Road; Glitzy Girlz is the tenant. The property is zoned a C-2 (General Commercial) District and located in the O-1.1 (FM 1417) Overlay District. The owners would like to plat the property into one lot for commercial development.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

680 Investment Properties, LLC (Owners)
Underwood Drafting and Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:
Not required.

Objections Received:
0

Attachments

Location Map
Zoning Map
Glitzy Girlz Addn
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 10.**

Meeting Date: 01/04/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Approval of the 2020 Ad Valorem Tax Roll Value and Tax Levy

Issue:

To consider approval of the Ad Valorem Tax Roll Value and Tax Levy for fiscal year 2020-2021

Background:

In accordance with Texas Property Tax Code Section 26.09(e), the Council must approve the final tax roll value and related tax levy. The 2020 tax year represents taxes that will be collected during the City's 2020-2021 fiscal year. The Grayson County Tax Assessor/Collector's office has provided Sherman's taxable value as $3,835,903,712, which produces a levy of $17,908,107.33 based on the City's total tax rate of $0.489000/$100.00 valuation.

Origination:

Grayson County Tax Assessor/Collector Bruce Stidham

Financial Consideration:

There is no financial consideration to approving this tax levy.

Staff Recommendation:

It is recommended that the Council approve the 2020 Tax Roll Value and 2020 Tax Levy at the amounts reflected above.

Alternatives:

As this process is required by the Texas Property Tax Code, there are no alternatives.

Attachments

2020 Tax Roll Value and Tax Levy

OFFICE OF
BRUCE STIDHAM
TAX ASSESSOR - COLLECTOR
GRAYSON COUNTY
www.co.grayson.tx.us

COURTHOUSE
100 W. HOUSTON - SUITE 11
P.O. BOX 2107
SHERMAN, TX 75091

TAX OFFICE: 903-892-8297
VEHICLE REGISTRATION: 903-813-4225
FAX: 903-893-4973

November 30, 2020

VALUE/LEVY

Ms. Mary Lawrence
City of Sherman
P O Box 1106
Sherman, Texas 75091

Dear Ms. Lawrence:

Re: Section 26.09(e) SPTC

Please have your district approve your 2020 Tax Roll Values. Please sign as directed. Make a copy for your files and return the signed original to this office as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2020 Tax Roll Value	**$**	**3,835,903,712**
2020 Tax Levy	**$**	**17,889,347.57**
2020 Special Assessment Levy	**$**	**18,759.76**

If you have any questions, please give us a call.

Very truly yours,

Bruce Stidham

Bruce Stidham
Tax Assessor-Collector

BS:vh

City Secretary _____ **City Mayor** _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting
Meeting Date: 01/04/2021
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
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
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31						

February						
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28						

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July						
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August						
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September						
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November						
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December						
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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