

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, APRIL 7, 2025
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER DARON HOLLAND**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 17, 2025.**

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

Proclamation

D.1. PROCLAMATION

"Arbor Day" -- April 25, 2025

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6827

Repealing Ordinance No. 6410 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 288.278 Acres In The Sherrod Dunmore Survey, Abstract No. 329, City Of Sherman, Grayson County, Texas, Located In The 300-1000 Block East Fm 1417 (Vietnam Veterans Parkway), Heretofore Zoned PD(Planned Development) District, R-6 (Single Family Residential) District, C-1 (Retail Business) District And C-2 (General Commercial) District; Rezoning And Placing The Tract In The Bel Air Village PD (Planned Development) District Classification; Adding A 9.9645-Acre Tract Of Land To The Bel Air Village PD (Planned Development) District; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6828

Appointing an Alternate Municipal Court of Record Judge for the City of Sherman, Grayson County, Texas

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6827 & 6828.

Resolutions

G.1. RESOLUTION NO. 7504

Confirming the Appointment of the Executive Director of Operations

G.2. RESOLUTION NO. 7505

Confirming the Appointment of the Executive Director of Administration

G.3. RESOLUTION NO. 7506

Confirming the Appointment of the Director of Public Works

G.4. * RESOLUTION NO. 7507

Authorizing and Approving a Performance Agreement with the Sherman Economic Development Corporation (SEDCO), a Texas Non-Profit Corporation, for the Progress Drive Extension, Interurban Parkway Extension (Currently Flanary Road), and Construction of the North-South Road in Progress Park VI; and Providing for Immediate Effective Date

G.5. * RESOLUTION NO. 7508

Authorizing Execution of a Property Assessment and Collection Interlocal Agreement Between the Bel Air Public Improvement District and Grayson County

G.6. * RESOLUTION NO. 7509

Authorizing Execution of an Agreement for Municipal Services Between the City of Knollwood, Texas and the City of Sherman, Texas for a Ten-Year Period Ending September 30, 2034

G.7. * RESOLUTION NO. 7510

Authorizing Execution of a Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for the Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements

G.8. * RESOLUTION NO. 7511

Authorizing Execution of a Property Assessment and Collection Interlocal Agreement for the Assessment and Collection of Ad Valorem Taxes between the City of Sherman, Texas, and Grayson County

G.9. * RESOLUTION NO. 7512

Authorizing the Execution of Encroachment Agreement with Globalwafers America, LLC for the Encroachment of a Proposed Retaining Wall and Retention Pond within a 30-foot Utility Easement Established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman

G.10. * RESOLUTION NO. 7513

Authorizing the Execution of Encroachment Agreement with Globalwafers America, LLC for the Encroachment of a Proposed Retaining Wall and Monument Sign within a 30-foot Utility Easement Established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman

G.11. * RESOLUTION NO. 7514

Authorizing the Purchase of Materials from Omniwarn for the Sherman Storm Siren System under Emergency Exception

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

Request to Advertise

H.1. * REQUEST TO ADVERTISE

Request for Proposals for Animal Services Lobby Remodel

Other Business

I.1. * OTHER BUSINESS

Consider the Request of the 2025 Earth Day Planning Committee to Temporarily Close Certain Streets for the 17th Annual "Texoma Earth Day Festival" on its rescheduled date of Saturday, April 26, 2025

I.2. * OTHER BUSINESS

Emergency Repair of the Tuck #1 Trinity Well under Emergency Designation

Consider Board/Commission Appointments

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

Keep Sherman Beautiful Commission (9)

J.2. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

Parks and Recreation Advisory Board (6)

COUNCIL COMMENTS

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:

L.1. 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.

L.2. 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.

- a) King Street School
- b) Farm Bureau

L.3. 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.

L.4. 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

L.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

L.6. 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.

L.7. 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

COUNCIL CALENDAR

N.1. COUNCIL CALENDAR

2025 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 Thursday, April 3, 2025 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of April 2025. 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

Shawn C.
Teamann

Deputy Mayor

Juston Dobbs

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Clay Barnett, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4

STATE OF TEXAS §

COUNTY OF GRAYSON §

March 17, 2025

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 Community Room of the Sherman Police Headquarters, 2600 W. Travis Street, on March 17, 2025.

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of March 3, 2025. Council Member Stevenson moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS

There were no citizen's comments.

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.

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

PROCLAMATION

**AUTISM AWARENESS
& ACCEPTANCE
MONTH
(APRIL 2025)**

Mayor Teamann introduced Ordinance No. 6816 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 9.3697 ACRES BEING IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1400 AND 1502 SOUTH GRIBBLE STREET, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN

THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, IPENEMA INVESTMENTS (OWNER), WILL KNOBLER (REPRESENTATIVE) AND AYUB R. SANDHU (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, said this is a zone change for the old National Guard Armory. The owner would like to rezone the property to sell. The Planning and Zoning Commission recommended approval of the zone change.

Sara Jerome, Real Estate Agent

Ms. Jerome appeared representing the property owner, and said they are trying to get it zoned back to a commercial zone so it can be sold.

No other citizens appeared before the City Council to discuss Ordinance No. 6816.

Ordinance 6817

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.153 ACRES BEING IN THE J.B. McANAI SURVEY, ABSTRACT NO. 765, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1004 NORTH EAST STREET, HERETOFORE R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, M&G HOME BUILDERS (OWNER) 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.

ORD 6817
ZONE CHANGE
(1004 N. EAST ST)

Mr. Rae said this is a zone change request and the property is a 40' lot and meets the minimum standards for that size lot. The property owner would like to construct a home on the property. The Planning and Zoning Commission recommended approval of the zone change.

No citizens appeared before the City Council to discuss Ordinance No. 6817.

Ordinance 6818

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING A PART OF SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PART OF LOT 3 OF MOORE'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1005 SOUTH TRAVIS STREET CONSISTING OF 0.312 ACRES AND 1018 SOUTH WALNUT STREET CONSISTING OF 0.433 ACRES, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6

ORD 6818
ZONE CHANGE
(1005 S. TRAVIS ST)

(SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DANIEL DOMINICK (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae explained that much of the property south of the Downtown was previously zoned R-2 Multi-Family. When the zoning ordinance was updated, the R-2 zoning transitioned to MF-30.

The property owner is requesting a zone change so they can plat and sell two of the lots. The zone change would make the property compliant. The Planning and Zoning Commission recommended approval of the zone change.

No citizens appeared before the City Council to discuss Ordinance No. 6818.

Ordinance 6819

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.092 ACRES BEING A PART OF SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PART OF LOT 3 OF MOORE'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1012 SOUTH WALNUT STREET, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DANIEL DOMINICK (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**ORD 6819
ZONE CHANGE
(1012 S. WALNUT ST)**

Mr. Rae said this property is a small lot with an existing home, and the zone change is being requested because the lot is less than 50'. The Planning and Zoning Commission recommended approval of the zone change.

No citizens appeared before the City Council to discuss Ordinance No. 6819.

Ordinance 6820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.555 ACRES BEING A REPLAT OF PART OF LOTS 35, 36 AND 38 CARRIAGE HOUSE ESTATES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2114 NORWOOD STREET, HERETOFORE R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TIMOTHY & LUZ ROTH (OWNERS) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A

**ORD 6820
ZONE CHANGE
(2114 NORWOOD ST)**

REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said the property owner is requesting a zone change so they can plat the property and construct additional buildings on their site. The Planning and Zoning Commission recommended approval of the zone change.

No citizens appeared before the City Council to discuss Ordinance No. 6820.

Ordinance 6821

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 4.417 ACRES BEING A REPLAT OF LOTS 4R-1 AND 4R-2, REPLAT OF LOT 4, OAKS OF NORWOOD, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2300 AND 2320 SHADY OAKS LANE, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BRUCE & KARLA GRAHAM (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6821
ZONE CHANGE
(2300 & 2320 SHADY
OAKS LN)

Mr. Rae said with Ordinance 6821 and 6822, there is a triangle of multi-family zoning that doesn't match lot lines or parcel lines. The property owners are requesting that their properties be zoned R-6 to conform with the neighboring properties. The Planning and Zoning Commission recommended approval of the zone changes.

No citizens appeared before the City Council to discuss Ordinance No. 6821.

Ordinance 6822

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.36 ACRES BEING IN THE LOT 6 OF OAKS OF NORWOOD, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2213 NORWOOD STREET, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TERRI L. GARTMAN & PAUL A. GARTMAN (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6822
ZONE CHANGE
(2213 NORWOOD ST)

No citizens appeared before the City Council to discuss Ordinance No. 6822.

Ordinance 6823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF PRESCRIPTIVE RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHT OF WAY BEING ESTABLISHED BY PRESCRIPTIVE USE; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF CLAIMS (RIGHT-OF-WAY ABANDONMENT).

ORD 6823

**CLOSE & ABANDON
PORTION OF
PRESCRIPTIVE ROW
(MOORE ST)**

Wayne Lee, Director of Engineering, said there was a Prescriptive Right-of-Way on Moore Street that is no longer needed since that street has been realigned and named Interurban Parkway.

No citizens appeared before the City Council to discuss Ordinance No. 6823.

Ordinance 6824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.03 (AMENDMENTS TO CODES) AND ARTICLE 3.11 (RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS); ENLARGING THE APPLICABILITY OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE TO INCLUDE ALL TYPES OF DWELLING UNITS AND USES THAT ARE RENTED OR OFFERED FOR RENT AS RESIDENCES; MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO THE RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS PROGRAM; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6824

**PROPERTY MAINT.
CODE VIOLATIONS
FOR RENTED
RESIDENTIAL UNITS**

Caleb Green, Development Services Inspector, explained that this amendment was what was discussed at a previous Council Meeting, and would allow the City staff to enforce property maintenance code violations for all residential property if it is being operated for rent.

Zachary Flores, Acting City Manager, explained that it would be done on a complaint basis only.

No citizens appeared before the City Council to discuss Ordinance No. 6824.

Ordinance 6825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.06 (SUBSTANDARD STRUCTURES), SECTION 3.06.003 (MINIMUM STANDARDS); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO SUBSTANDARD STRUCTURES; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6825

**SUBSTANDARD
STRUCTURE
ENFORCEMENT**

Larry Bollier, Building Official, said this amendment would help the City staff enforce substandard structure regulations on properties in the City that have become a nuisance and have been abandoned. It would apply to buildings that have not been completed or abandoned on a construction site.

No citizens appeared before the City Council to discuss Ordinance No. 6835.

Ordinance 6826

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 6 (HEALTH AND SANITATION), ARTICLE 6.04 (PUBLIC AND SEMIPUBLIC POOLS); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO PUBLIC POOLS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$500, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

**ORD 6826
REGULATIONS FOR
PUBLIC POOLS**

Mr. Bollier explained that there is conflict between Chapters 3 and 6 of the Code of Ordinances, as it applies to public and semipublic pools. One of the discrepancies is in the height of a fence around a public pool and a semipublic pool.

The request is to strike “semipublic” from the ordinance and designate pools as either public or private.

No citizens appeared before the City Council to discuss Ordinance No. 6826.

The Public Hearing was closed.

Ordinance 6817

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.153 ACRES BEING IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 765, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1004 NORTH EAST STREET, HERETOFORE R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, M&G HOME BUILDERS (OWNER) 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.

**ORD 6817
ZONE CHANGE
(1004 N. EAST ST)**

Ordinance 6818

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING A PART OF SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PART OF LOT 3 OF MOORE'S

**ORD 6818
ZONE CHANGE
(1005 S. TRAVIS ST)**

ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1005 SOUTH TRAVIS STREET CONSISTING OF 0.312 ACRES AND 1018 SOUTH WALNUT STREET CONSISTING OF 0.433 ACRES, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DANIEL DOMINICK (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6819

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.092 ACRES BEING A PART OF SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PART OF LOT 3 OF MOORE'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1012 SOUTH WALNUT STREET, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DANIEL DOMINICK (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**ORD 6819
ZONE CHANGE
(1012 S. WALNUT ST)**

Ordinance 6823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF PRESCRIPTIVE RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHT OF WAY BEING ESTABLISHED BY PRESCRIPTIVE USE; AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF CLAIMS (RIGHT-OF-WAY ABANDONMENT).

**ORD 6823
CLOSE & ABANDON
PORTION OF
PRESCRIPTIVE ROW
(MOORE ST)**

Ordinance 6825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.06 (SUBSTANDARD STRUCTURES), SECTION 3.06.003 (MINIMUM STANDARDS); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO SUBSTANDARD STRUCTURES; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

**ORD 6825
SUBSTANDARD
STRUCTURE
ENFORCEMENT**

Ordinance 6826

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 6 (HEALTH AND SANITATION), ARTICLE 6.04 (PUBLIC AND SEMIPUBLIC POOLS); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO PUBLIC

**ORD 6826
REGULATIONS FOR
PUBLIC POOLS**

POOLS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$500, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ACTION TAKEN.

Motion by Council Member Barnett to approve Ordinance Nos. 6817, 6818, 6819, 6823, 6825, and 6826, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 9.3697 ACRES BEING IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1400 AND 1502 SOUTH GRIBBLE STREET, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, IPENEMA INVESTMENTS (OWNER), WILL KNOBLER (REPRESENTATIVE) AND AYUB R. SANDHU (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**ORD 6816
ZONE CHANGE
(1400 & 1502 S.
GRIBBLE ST)**

Council Member Howeth said this property was previously zoned commercial, but not used as commercial. She asked what type of commercial they anticipated being located there.

Ms. Jerome said they hope to sell to a corporate office, corporate warehouse, or event venue. The back building alone is about 20,000 square feet, and has been completely redone. The front building is 10,000 square feet.

Council Member Howeth expressed concern about parking and noise in the residential neighborhood, and adjacent to a City park. She was also concerned about 18-wheel vehicles coming into the area on such a narrow street.

ACTION TAKEN.

Motion by Council Member Barnett to approve Ordinance No. 6816, as presented. Second by Council Member Howeth.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING

**ORD 6820
ZONE CHANGE
(2114 NORWOOD ST)**

ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.555 ACRES BEING A REPLAT OF PART OF LOTS 35, 36 AND 38 CARRIAGE HOUSE ESTATES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2114 NORWOOD STREET, HERETOFORE R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TIMOTHY & LUZ ROTH (OWNERS) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6821

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 4.417 ACRES BEING A REPLAT OF LOTS 4R-1 AND 4R-2, REPLAT OF LOT 4, OAKS OF NORWOOD, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2300 AND 2320 SHADY OAKS LANE, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BRUCE & KARLA GRAHAM (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6821

**ZONE CHANGE
(2300 & 2320 SHADY
OAKS LN)**

Ordinance 6822

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.36 ACRES BEING IN THE LOT 6 OF OAKS OF NORWOOD, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2213 NORWOOD STREET, HERETOFORE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, TERRI L. GARTMAN & PAUL A. GARTMAN (OWNER) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6822

**ZONE CHANGE
(2213 NORWOOD ST)**

Council Member Barnett wanted to be sure that, when the property owners pulled a permit, they were aware and didn't build over the treatment system. Mr. Rae said that would be identified when they pulled the permit, and all the lots involved, currently have a home already constructed on them.

Council Member Stevenson asked if there were other nearby properties that were not included and are zoned multi-family. Mr.

Rae said this “captures” most of them, the only lot that is still MF-30, is at the corner of Norwood and Shady Oaks, and there is no home on this lot. He said the minimum requirement for MF-30 is five acres.

ACTION TAKEN.

Motion by Council Member Barnett to approve Ordinance Nos. 6820, 6821, and 6822, as presented. Second by Council Member Howeth.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.03 (AMENDMENTS TO CODES) AND ARTICLE 3.11 (RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS); ENLARGING THE APPLICABILITY OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE TO INCLUDE ALL TYPES OF DWELLING UNITS AND USES THAT ARE RENTED OR OFFERED FOR RENT AS RESIDENCES; MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO THE RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS PROGRAM; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

**ORD 6824
PROPERTY MAINT.
CODE VIOLATIONS
FOR RENTED
RESIDENTIAL UNITS**

Council Member Stevenson verified that participation by either the property owner or the renter was voluntary. If either participant has a problem, they could contact the City, who would step in and enforce the property maintenance code.

Council Member Stevenson was concerned with the overlap of what the Justice of the Peace does, and the City getting involved in tenant contract issues that might arise. If a problem was found, he was concerned about enforcement issues.

Mr. Green said the City isn’t trying to “get into” evictions, they only want to focus on using the property maintenance code on substandard houses. Currently the City can’t enforce the property maintenance code for renters in single-family, duplexes, or triplexes, that are used for rental.

Mr. Flores said after the original discussion, it was the staff’s understanding that the Council wanted to see this amendment used on a complaint basis. This change would change the definition of a residence.

Council Member Stevenson was concerned about the City assessing penalties. They are assessed on the multi-family residences.

Council Member Howeth said all the City is asking is that the property be kept up to minimum standards.

Mr. Green added that even if a violation is issued, the Municipal Court Judge is the one that would issue any fine, not the City.

ACTION TAKEN.

Motion by Deputy Mayor Dobbs to approve Ordinance No. 6824, as presented. Second by Council Member Howeth.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin.

VOTING NAY: Stevenson.

MOTION CARRIED.

RESOLUTION NO. 7495 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH STOIC CIVIL CONSTRUCTION, INC. BASED ON AN INVITATION TO BID FOR THE WEST HILL CEMETERY BANK STABILIZATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH STOIC CIVIL CONSTRUCTION, INC. BASED ON AN INVITATION TO BID FOR THE WEST HILL CEMETERY BANK STABILIZATION.

RES 7495
WEST HILL
CEMETERY BANK
STABILIZATION

Justin Eastwood, Parks and Recreation Director, said there has been some severe erosion along Sand Creek, on the west side of West Hill Cemetery.

A bid opening was recently held with Stoic Civil Construction, Inc., being the lowest, responsible, responsive bid in the amount of \$925,000. Funding for the project is from the FY 2023-2024 CIP Program. The stabilization project will cover approximately 200 feet long, and 15 feet high.

He said the original projection for the project was \$1.1 million, and the bid was at \$925,000. Construction is estimated to start in April or May 2025, and completion will be at the end of the year.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7495, as presented. Second by Council Member Howeth.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7496 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PROGRESS PARK OFFSITE WASTEWATER OUTFALL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE GWA OFFSITE WASTEWATER OUTFALL.

RES 7496
PROGRESS PARK
OFFSITE
WASTEWATER
OUTFALL

Mr. Lee said there was a lot of development in Progress Park, and it was determined that a new wastewater system was needed to help handle the growth. To expedite the design and alignment, Global Wafers secured Kimley-Horn to perform an alignment study and design the line.

This agreement “picks that up” and hires Kimley-Horn to handle the bids and construction phase services of the contract. The project will provide additional wastewater capacity for Progress Park and other properties that don’t have service.

Funding needed for the contract is \$75,000, and the contract should be presented to the Council in April or May 2025, with construction beginning in June or July 2025.

ACTION TAKEN.

Motion by Deputy Mayor Dobbs to approve Resolution No. 7496, as presented. Second by Council Member Barnett.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7497 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD EARLY CHILDHOOD CENTER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AUTHORIZING EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD EARLY CHILDHOOD CENTER.

RES 7497
PLAN REVIEW &
BUILDING INSPECTION
SERVICES

Mr. Rae said this contract is with Bureau Veritas to handle the third-party inspections and plan review for the Sherman Independent School District Early Childhood Center. Sherman ISD has already paid for the permit fees for this, which covers the cost for the services. However, since the contract is with the City, it needs to be approved by the Council. There is no expense to the City, it is a “pass-through” cost.

ACTION TAKEN.

Motion by Council Member Barnett to approve Resolution No. 7497, as presented. Second by Deputy Mayor Dobbs.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin.

VOTING NAY: Stevenson.

MOTION CARRIED.

RESOLUTION NO. 7498 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF THE OLD SETTLERS PARK PICKLEBALL COURTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A

RES 7498
OLD SETTLERS PARK
PICKLEBALL
COURTS DESIGN

PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF THE OLD SETTLERS PARK PICKLEBALL COURTS.

RESOLUTION NO. 7499 -- AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF FAIRVIEW PARK PARKING AND PLAZA AREA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF FAIRVIEW PARK PARKING AND PLAZA AREA.

RES 7499
FAIRVIEW PARK
PARKING & PLAZA
AREA DESIGN

RESOLUTION NO. 7500 -- AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF HAWN PARK FUTSAL COURTS AND PARKING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING, INC. FOR THE DESIGN OF HAWN PARK FUTSAL COURTS AND PARKING.

RES 7500
HAWN PARK
FUTSAL COURTS
& PARKING DESIGN

Mr. Eastwood said these projects were City Council priorities from the FY 2023-2024 CIP Program, and also support the goals in the Parks, Recreation, and Open Space Master Plan. The staff believes that CEI Engineering, Inc. is the best professional for the projects.

The contracts today are only for design of the projects, which in total is \$779,000. The estimated, probable cost of the actual projects will be about \$7.7 million.

The projects include Hawn Park, with a design cost of \$221,340, and a total cost of \$2 million. It will include two Mini-Pitch Courts, Court Lighting, 48 Parking Spaces, Bleacher Shade Canopies, Restroom Building, Access Drives, Sidewalks, Water, Sewer, and Electrical.

The second project is at Old Settlers Park, with a design cost of \$90,309, and a total cost of \$830,000. It will include two Pickleball Courts, Court Lighting, 15 Parking Spaces, Bleacher Shade Canopies, Access Drives, Sidewalks, and Electrical.

The third project is at Fairview Park, with a design cost of \$466,923, and a total cost of \$4.5 million. It will include 190 to 200 Parking Spaces, Restroom Building, Pavilion, Sidewalks, Water, Sewer, Electrical, Landscaping, and Irrigation.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution Nos. 7498, 7499, and 7500, as presented. Second by Council Member Holland.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7501 -- AUTHORIZIING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN ENCROACHMENT AGREEMENT WITH ONCOR FOR THE CROSSING OF A ONCOR ELECTRICAL EASEMENT FOR THE PURPOSE OF A NEW WASTEWATER LINE
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN ENCROACHMENT EASEMENT IN SHERMAN INDUSTRIAL DEVELOPMENT ADDITION REPLAT LT 2R & 3, BLOCK 1, LOT 1 KNOWN AS PROGRESS DRIVE, SHERMAN, TEXAS.
CONSENT AGENDA

RES 7501
ENCROACHMENT
WITH ONCOR FOR
WASTEWATER LINE

RESOLUTION NO. 7502 -- AUTHORIZING PAYMENT TO OVERDRIVE ENTERTAINMENT FOR COSTS ASSOCIATED WITH SHERMAN'S SUMMER MUSIC SERIES
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PAYMENT TO OVERDRIVE ENTERTAINMENT FOR COSTS ASSOCIATED WITH SHERMAN'S SUMMER MUSIC SERIES.
CONSENT AGENDA.

RES 7502
HOT SUMMER
NIGHTS

RESOLUTION NO. 7503 -- AUTHORIZING THE PURCHASE OF A NEW FRONT-LOAD TRASH TRUCK FOR THE SOLID WASTE DEPARTMENT FROM BOND EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A FRONT-LOAD TRUCK FROM BOND EQUIPMENT FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RES 7503
SOLID WASTE
EQUIPMENT

CHANGE ORDER NO. 1
APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO APPROVE CHANGE ORDER NO. 1 TO THE SOUTH WASTEWATER TREATMENT PLANT - MBR
Clint Philpott, Assistant City Manager, outlined the South Wastewater Treatment Plant MBR project, and the percentage of completion of each part. He said, overall, the project is about 70% complete.

CHANGE ORDER
SOUTH WASTEWATER
TREATMENT PLANT
MBR

He said at the time the project was bid, they did not have final plans for a lot of the project parts. There were about 28 items that were still being looked at when the lump sum contract was approved. A lot of the reasons for changes were "design progressions."

Mr. Philpott said they bid the plans with 90% plans, and once the final plans came into place, they compared what was bid to the final plans, and then they accounted for any differences in scope.

He discussed the items in the change order with their cost, some resulting in a credit and others resulting in a cost. The original GMP value in November 2024 was \$288 million. They negotiated the changes, resulting in the proposed change order today, for a decrease of \$425,481.05, in the original contract amount.

Mr. Philpott said there would probably be one more change order later this year, once everything is completed and the project is closed out.

ACTION TAKEN.

Motion by Council Member Barnett to approve the Greater Texoma Utility Authority's Change Order No. 1, for the South Wastewater Treatment Plant - MBR, as presented. Second by Council Member Holland.

VOTING AYE: Teamann, Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CULTURAL DISTRICT QUARTERLY REPORT

Cary Wacker, Sherman Cultural District Coordinator, presented the quarterly report on activities of the Sherman Cultural District. She outlined their projects including the next submittal to the Texas Commission on the Arts for a grant. The project is a larger scale project than anything they've ever had, and is a Sherman Bird Sculpture Project.

The project is currently in the planning stages, but the application will be submitted to the State by June 15, 2025. The project is a Sherman Bird Sculpture Project. Sherman has been designated as a bird sanctuary since 1970.

It will include six different sculptures, representing various birds that are native to the Sherman area. The sculptures will be installed in six pedestrian-friendly locations in historic Downtown Sherman.

The project will be supported by Hagerman National Wildlife Refuge, located 15 miles from the Cultural District, but which has a Sherman address. She outlined plans and a timeline for the project.

COUNCIL COMMENTS

- Was very impressed with the new playground equipment at Fairview Park. Also, congratulations to the various City departments that worked on the park. The grand opening was very upscale. (Clay Barnett, Juston Dobbs, Pam Howeth, Henry Marroquin, Shawn Teamann)

ANNOUNCEMENTS

Mayor Teamann announced the following:

- The Annual Celtic Festival will be held on March 21 through 23, 2025, at Pecan Grove Park.

**CULTURAL DISTRICT
QUARTERLY REPORT**

COUNCIL COMMENTS

ANNOUNCEMENTS

- Texoma FC's first home opener for Sherman's new minor league soccer team will play on March 22, 2025, at 7:00 p.m., at Bearcat Stadium.
- The next Coffee with the Mayor will be held on April 4, 2025, in the Municipal Ballroom, and will feature the 2025 Hot Summer Nights musical line-up.
- The Cinco de Mayo Celebration will be held on May 2, 2025, from 6:00 p.m. unto 10:00 p.m., in the Houston and Crockett Street parking lot.
- The Inaugural Sherman Showdown Food Truck Competition will be held May 3, 2025, in Downtown Sherman, starting at 11:00 a.m.

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

A) MOU with TxDOT for Lease of Property

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

TEXAS 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 Executive Session was not needed.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:28 p.m.

ADJOURNMENT

MAYOR

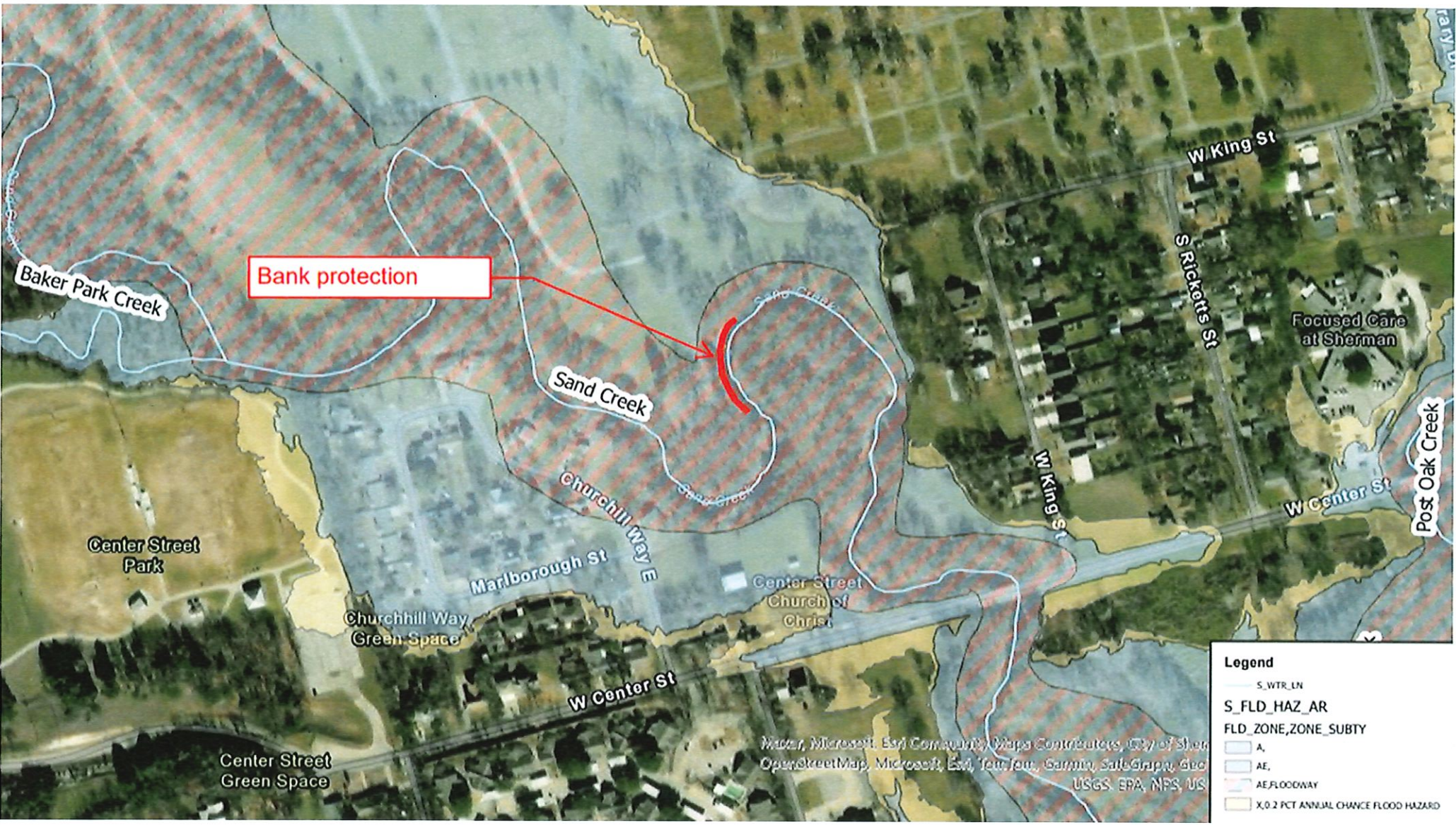
CITY CLERK

Westhill Cemetery Bank Stabilization

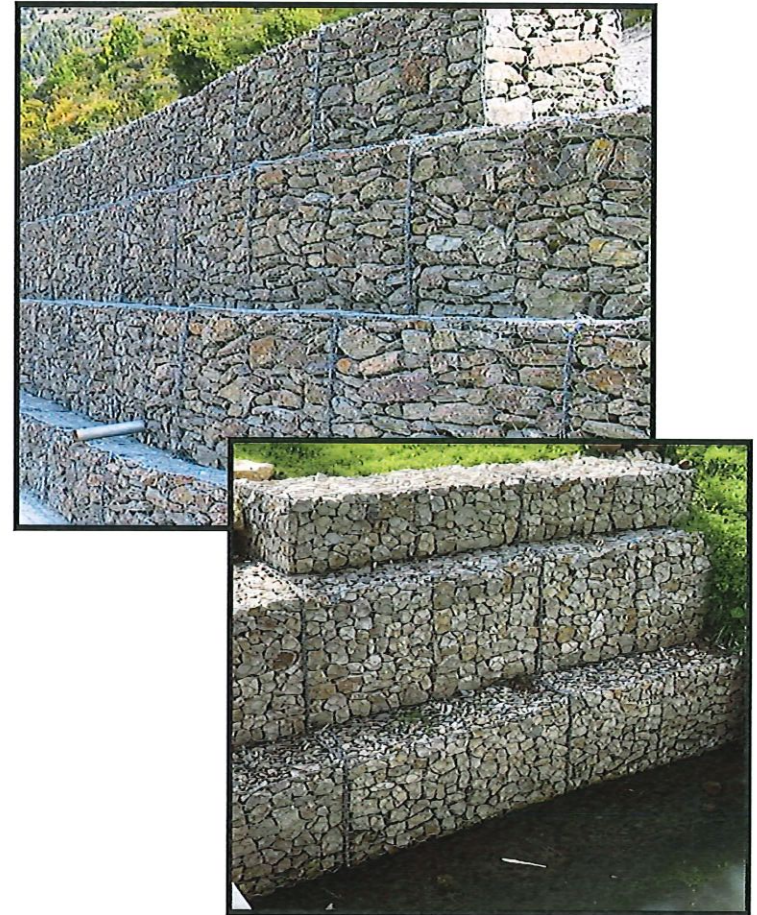
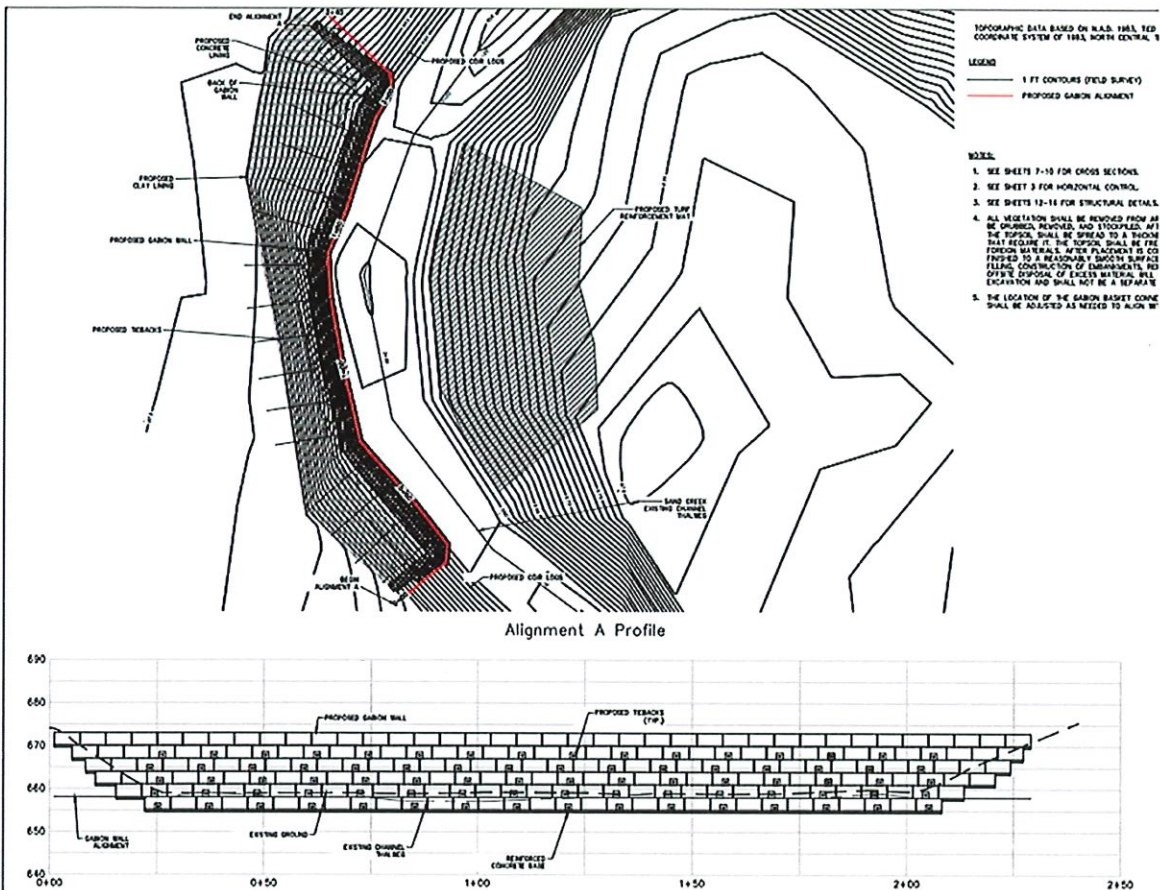
Parks and Recreation CIP

Background

- West Hill Cemetery (**earliest records est. 1851**) is a key asset that provides essential services, preserving the history and heritage of our city. Stabilizing the site ensures its legacy for both our community and future generations.
- Severe erosion along Sand Creek threatens the stability of gravesites at the southwest corner of West Hill Cemetery.
- The stream bank will be reconstructed with a gabion basket wall to stabilize the eroding slope and protect the integrity of nearby gravesites.
- A public bid opening was held on February 27, 2025, with five bidders participating.
- The lowest, responsible, and responsive bid of **\$925K** was submitted by Stoic Civil Construction, Inc. (Bartonville, Texas).
- Funding secured from FY 2023-24 Capital Improvement Program



Gabion Wall Profile & Examples





West Hill CIP

- **Engineer's Total Project Estimate-** \$1.1MM+
- **Actual Bid Amount-** \$925K
- **Projected Construction Start-** April-May 2025
- **Projected Completion-** End of 2025
- **Contract**

CIP Updates & Park Designs

Hawn, Old Settlers & Fairview Parks

Background

- This project directly supports the goals outlined in the Parks, Recreation, and Open Space Master Plan, enhancing our commitment to quality-of-life standards
- Aligns with our objectives to upgrade amenities and optimize the use of key parks, ensuring they remain active and well-utilized.
- By enhancing these spaces, we expect to not only attract local visitors but also position our parks as regional destinations.
- CEI, Inc. is uniquely qualified for this project, with specialized expertise in Parks and Trails design. Their previous collaboration with city staff on the Open Space, Parks, and Trails Master Plans underscores their proficiency to deliver.
- Funding secured from **FY 2023-24 Capital Improvement Program**- Total estimated opinion of probable cost (Hawn, OSP, Fairview): **\$7.3MM +/-**. Today's total design request: \$779K.
 - **Majority of the Parks and Recreation CIP budget has been allocated, ensuring sufficient funds are in place for potential overages while still leaving potential room to address lower-cost, high-priority projects**



**South Dewey Ave &
East Thomas Street**

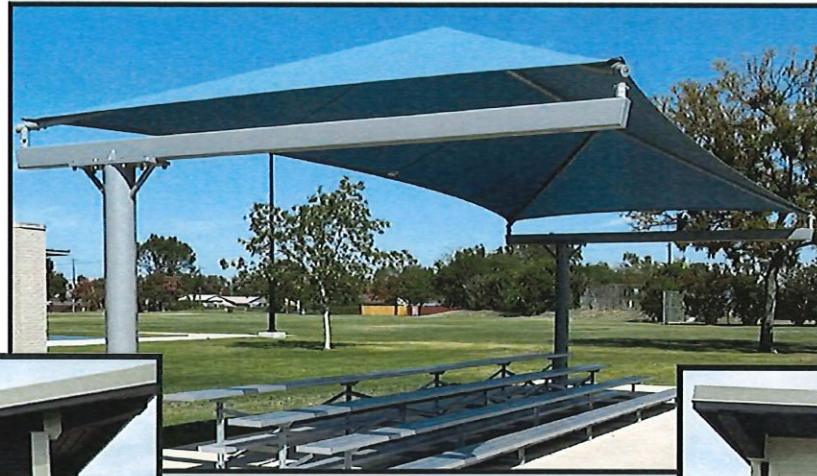


Hawn Park CIP

- **Design Request (today)- \$221,340**
 - (2) Mini-Pitch Courts
 - Court Lighting
 - 48 Parking spaces
 - Bleacher Shade Canopies
 - Restroom Building, Access Drives, Sidewalks
 - Water, Sewer, Electrical
- **Total Project Estimate- \$2MM+/-**
- **Projected Timeline**
 - Bid- Sept/Oct 2025
 - Estimated Construction 7-8 Mo



Example Restroom & Shade Structure

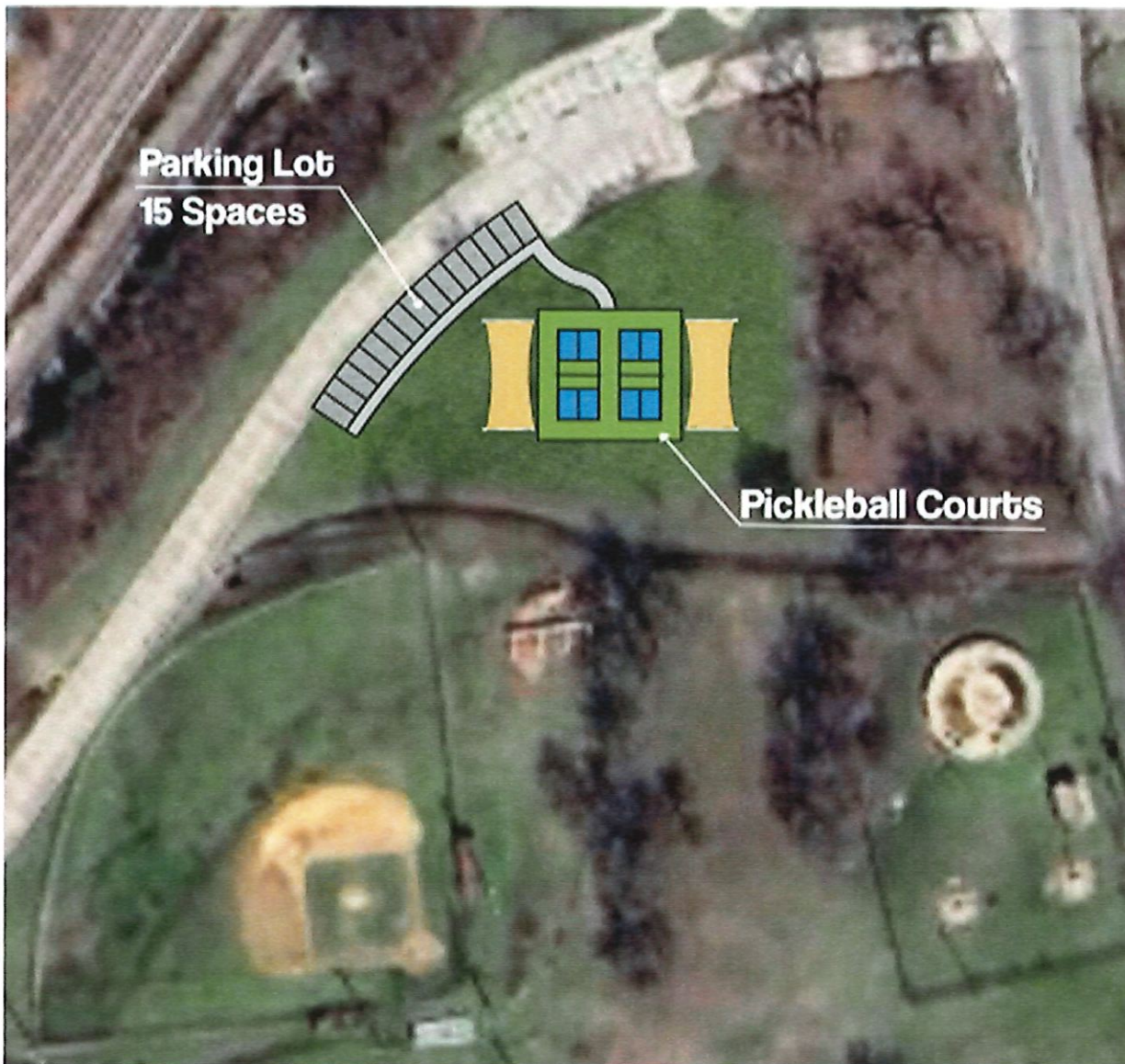


Near Texoma Pkwy & US
Hwy 82 (N Ross Ave)

Parking Lot
75 Spaces

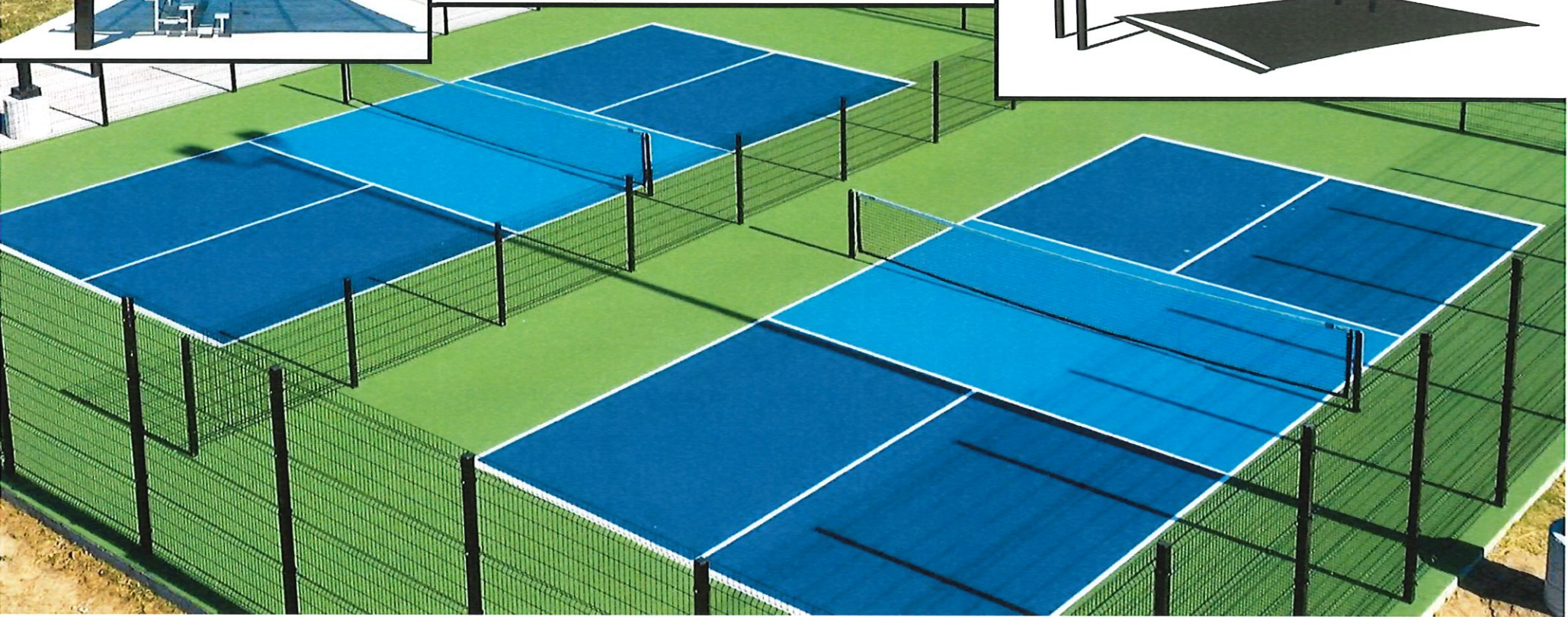


Pickleball Courts



Old Settlers CIP

- **Design Request (today)- \$90,309**
- (2) Pickle Ball Courts
 - Court Lighting
 - 15 Parking Spaces
 - Bleacher Shade Canopies
 - Access Drives, Sidewalks
 - Electrical
- **Total Project Estimate- \$830K +/-**
- **Projected Timeline**
 - Bid- Sept/Oct 2025
 - Estimated Construction 5-6 Mo





**W Taylor Street &
N Ricketts Street**



Fairview Park CIP

- **Design Request (today)- \$466,923**
 - 190-200 Parking Spaces (Rough Gain of 75)
 - Restroom Building
 - Pavilion
 - Sidewalks
 - Water, Sewer, Electrical, Landscaping & Irrigation
- **Total Project Estimate- \$4.5MM**
- **Projected Timeline**
 - Bid- Sept/Oct 2025
 - Estimated Construction 9-10 Mo

Examples Park Plaza & Activity Types



Examples Pavilion Types



South WWTP – MBR Change Order 001

PCO #	Description	Reason for Change	Cost	Time	Expected
27	P&ID Update	Design Progression	\$0.00	0 days	Yes
35	Filtered Effluent Junction Box	Design Progression	\$530,768.27	0 days	Yes
39	MBR Support Building and Backpulse Tank	Design Progression	\$133,896.43	0 days	Yes
42	Electrical Equipment Pad at the PTU	Design Progression	\$185,828.20	0 days	Yes
43	BRB-MBR 18-in Air Pipe Supports	Design Progression	\$100,667.96	0 days	Yes
44	MEMC - 54" Influent MH Change	Design Progression	\$443,623.68	0 days	Yes
45	Instrumentation Update	Design Progression	\$0.00	0 days	Yes
46	Delete Tank Mixer CPs	Design Clarification	(\$21,723.90)	0 days	Yes
47	PW in-slab piping PVC to Copper	Design Clarification	\$3,494.98	0 days	Yes
48	Diversion Box Ammonia Sampler	Design Progression	\$136,013.35	0 days	Yes
49	Remove Heat Trace & Insulation	Design Progression	(\$51,112.75)	0 days	Yes
50	Relift PS Electrical Changes	Design Progression	\$86,416.60	0 days	Yes
52	EQ Basin Effluent Valve and Piping	Design Progression	\$8,616.08	0 days	Yes

South WWTP – MBR Change Order 001

PCO #	Description	Reason for Change	Cost	Time	Expected
53	Access Control - Building Security	Design Progression	\$73,258.85	0 days	Yes
54	BRB Walls at scum box	Design Progression	\$14,986.98	0 days	Yes
55	Alkalinity Storage Relocation	Design Progression	(\$317,968.36)	0 days	Yes
56	36-inch RS re-route	Owner Request	\$14,105.80	0 days	Yes
57	30" Rerouting Due to Utility Conflict	Unforeseen Conditions	\$41,953.47	0 days	No
60	EQ Basin and SST 304 SST Replacement	Design Clarification	\$151,615.01	0 days	Yes
61	COR 10 North Plant Relift DB Revised	Unforeseen Conditions	\$16,738.33	0 days	No
62	Beam Connection Detail CO3 Steel Boss	Design Clarification	\$7,450.24	0 days	Yes
63	Head of interior CIP Wall at Underside of Roof Deck	Design Clarification	\$27,109.68	0 days	Yes
64	Stair Revision at BRB	Design Progression	\$94,044.25	0 days	Yes
65	Electrical and I&C Updates from RFIs	Design Progression	\$68,236.24	0 days	Yes
66	MBR Blower Victaulic Couplings	Design Clarification	\$36,442.73	0 days	Yes
67	Site Finishes Credit	Value Engineering	(\$2,195,886.97)	0 days	Yes

South WWTP – MBR Change Order 001

PCO #	Description	Reason for Change	Cost	Time	Expected
69	Alterman Field Order 19	Design Clarification	\$5,178.94	0 days	Yes
72	DN Tanks 316 SS Credit	Design Clarification	(\$19,235.14)	0 days	Yes
Total for Change Order 001				0 days	

South WWTP – MBR Change Order 001

- GMP Value approved 11/11/2024 = \$288,131,409.55
- Estimated Value of Known Design Progression Changes at GMP = \$2,300,000
- Estimated Value of Contemplated Possible Changes at GMP (Risk) = \$2,000,000
- Total Possible Change Order 001 = \$4,300,000
- Program Manager Recommendation
 - Approve Change Order 001
 - (\$425,481.05) Credited to Contract Value
 - 0 Days Added to Contract Time
- Revised Contract Value = \$287,705,928.50



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 4/7/2025

Prepared By:

Approved By:

Caption:

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:

G. 4. * RESOLUTION NO. 7507

Authorizing and Approving a Performance Agreement with the Sherman Economic Development Corporation (SEDCO), a Texas Non-Profit Corporation, for the Progress Drive Extension, Interurban Parkway Extension (Currently Flanary Road), and Construction of the North-South Road in Progress Park VI; and Providing for Immediate Effective Date

G. 5. * RESOLUTION NO. 7508

Authorizing Execution of a Property Assessment and Collection Interlocal Agreement Between the Bel Air Public Improvement District and Grayson County

G. 6. * RESOLUTION NO. 7509

Authorizing Execution of an Agreement for Municipal Services Between the City of Knollwood, Texas and the City of Sherman, Texas for a Ten-Year Period Ending September 30, 2034

G. 7. * RESOLUTION NO. 7510

Authorizing Execution of a Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for the Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements

G. 8. * RESOLUTION NO. 7511

Authorizing Execution of a Property Assessment and Collection Interlocal Agreement for the Assessment and Collection of Ad Valorem Taxes between the City of Sherman, Texas, and Grayson County

G. 9. * RESOLUTION NO. 7512

Authorizing the Execution of Encroachment Agreement with Globalwafers America, LLC for the Encroachment of a Proposed Retaining Wall and Retention Pond within a 30-foot Utility Easement Established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman

G. 10. * RESOLUTION NO. 7513

Authorizing the Execution of Encroachment Agreement with Globalwafers America, LLC for the Encroachment of a Proposed Retaining Wall and Monument Sign within a 30-foot Utility Easement Established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman

G. * RESOLUTION NO. 7514

- 11.** Authorizing the Purchase of Materials from Omniwarn for the Sherman Storm Siren System under
Emergency Exception

H. 1. * REQUEST TO ADVERTISE

Request for Proposals for Animal Services Lobby Remodel

I. 1. * OTHER BUSINESS

Consider the Request of the 2025 Earth Day Planning Committee to Temporarily Close Certain Streets for
the 17th Annual "Texoma Earth Day Festival" on its rescheduled date of Saturday, April 26, 2025

I. 2. * OTHER BUSINESS

Emergency Repair of the Tuck #1 Trinity Well under Emergency Designation

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 4/7/2025

Prepared By: Linda Ashby, City Clerk

Approved By:

Caption:

PROCLAMATION

"Arbor Day" -- April 25, 2025

Issue:

To present a proclamation designating April 25, 2025, as "Arbor Day" in the City of Sherman.

Background:

Arbor Day was set aside in 1872 as a day for planting trees. Since that time, it has been observed annually to encourage planting trees to help reduce erosion, cut heating and cooling costs, and provide a renewable resource for communities throughout the world.

Origination:

The request for the proclamation originated with the City's Parks and Recreation Department.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff's recommendation to present a proclamation designating April 25, 2025 as "Arbor Day" in the City of Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. Arbor Day Proclamation

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the United States and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Shawn Teamam, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 25, 2025

ARBOR DAY

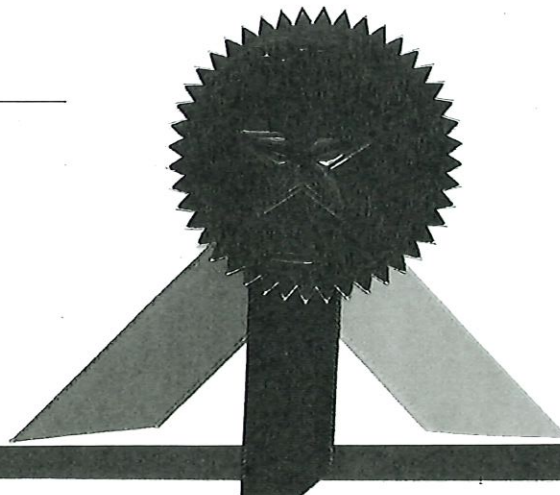
in the City of Sherman and urge all citizens to celebrate Arbor Day, and to support efforts to protect our trees and woodlands, thereby promoting the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 7th day of April, 2025.

Mayor

ATTEST:

Linda Ashby
City Clerk





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 4/7/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6827

Repealing Ordinance No. 6410 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 288.278 Acres In The Sherrod Dunmore Survey, Abstract No. 329, City Of Sherman, Grayson County, Texas, Located In The 300-1000 Block East Fm 1417 (Vietnam Veterans Parkway), Heretofore Zoned PD(Planned Development) District, R-6 (Single Family Residential) District, C-1 (Retail Business) District And C-2 (General Commercial) District; Rezoning And Placing The Tract In The Bel Air Village PD (Planned Development) District Classification; Adding A 9.9645-Acre Tract Of Land To The Bel Air Village PD (Planned Development) District; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 9.965 acres of land located in the 300-1000 Block East FM 1417 (Vietnam Veterans Parkway) from an R-6 (Single Family Residential) District, C-1 (Retail Business) District and C-2 (General Commercial) District to the Bel Air Village PD (Planned Development) District and repeal Ordinance No. 6410.

Background:

This Ordinance only contains the request to add the 10-acre tract to the Bel Air Planned Development District. The other request for the text amendment to allow for detached townhomes has been removed from the Ordinance at the request of the developer.

The property is located in the 300-1000 Block East FM 1417 (Vietnam Veterans Parkway) between South Highway 75 and Luella Road. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District, C-1 (Retail Business) District and C-2 (General Commercial) District to the Bel Air Village PD (Planned Development) District.

The following has been approved for this location:

- 11/14/2023 - Site Plan for Bel Air Beach Club (Subject to the Staff Review Letter)
- 12/13/2022 - Final plat approval of Bel-Air Village West
- 10/18/2022 - Preliminary Plat approval of Bel-Air Village West Infrastructure.
- 8/16/2022 - Final Plat of Bel-Air Village Phase 2 (Single Family).
- 6/21/2022 - Preliminary Plat of Bel-Air Village Phase 2 (Single Family).
- 4/19/2022 - Final Plat approval for Bel Air Village Multifamily Phase 1.
- 3/22/2022 - Preliminary Plat approval for Bel Air Village Multifamily Phase 1.
- 3/22/2022 - Site plan approval for Bel Air Village Single Family Phase 2 and Phase 3.
- 8/17/2021 - Amend a Planned Development and site plan approval under Ordinance No. 2280, Section 6.12, for Bel Air Village (Ordinance No. 6319).

- 8/18/2020 - Amending Planned Development and site plan approval under Ordinance No. 2280, Section 6.11, for Bel Air Village formerly known as Terra Perpetua Village (Ord No. 6232).
- 7/16/2019 - Planned Development and site plan approval for Terra Perpetua Village (was zoned M-1)

Origination:

City of Sherman

Financial Consideration:

None

Staff Recommendation:

At the December 17, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6827
2. Exhibit A - Survey - combined
3. Exhibit B - Development Standards
4. Exhibit C - Development Districts Map
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Sign
9. Narrative
10. Ordinance 6410

ORDINANCE NO. 6827

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6410 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 288.278 ACRES IN THE SHERROD DUNMORE SURVEY, ABSTRACT NO. 329, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 300-1000 BLOCK EAST FM 1417 (VIETNAM VETERANS PARKWAY), HERETOFORE ZONED PD (PLANNED DEVELOPMENT) DISTRICT, R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, C-1 (RETAIL BUSINESS) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE BEL AIR VILLAGE PD (PLANNED DEVELOPMENT) DISTRICT CLASSIFICATION; ADDING A 9.9645-ACRE TRACT OF LAND TO THE BEL AIR VILLAGE PD (PLANNED DEVELOPMENT) DISTRICT; PROVIDING FOR 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 property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That Ordinance No. 6410 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6410 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance No. 6410 occurring before the effective date of this Ordinance.

SECTION 2. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 300-1000 Block East FM 1417 (Vietnam Veterans Parkway), and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed into the PD (Planned Development) District known as the Bel Air Village Planned Development, and that Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

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

SECTION 3. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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

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

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

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

SECTION 8. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 7th day of April 2025.

ADOPTED on this the 7th day of April 2025.

EFFECTIVE DATE on this the 7th day of April 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

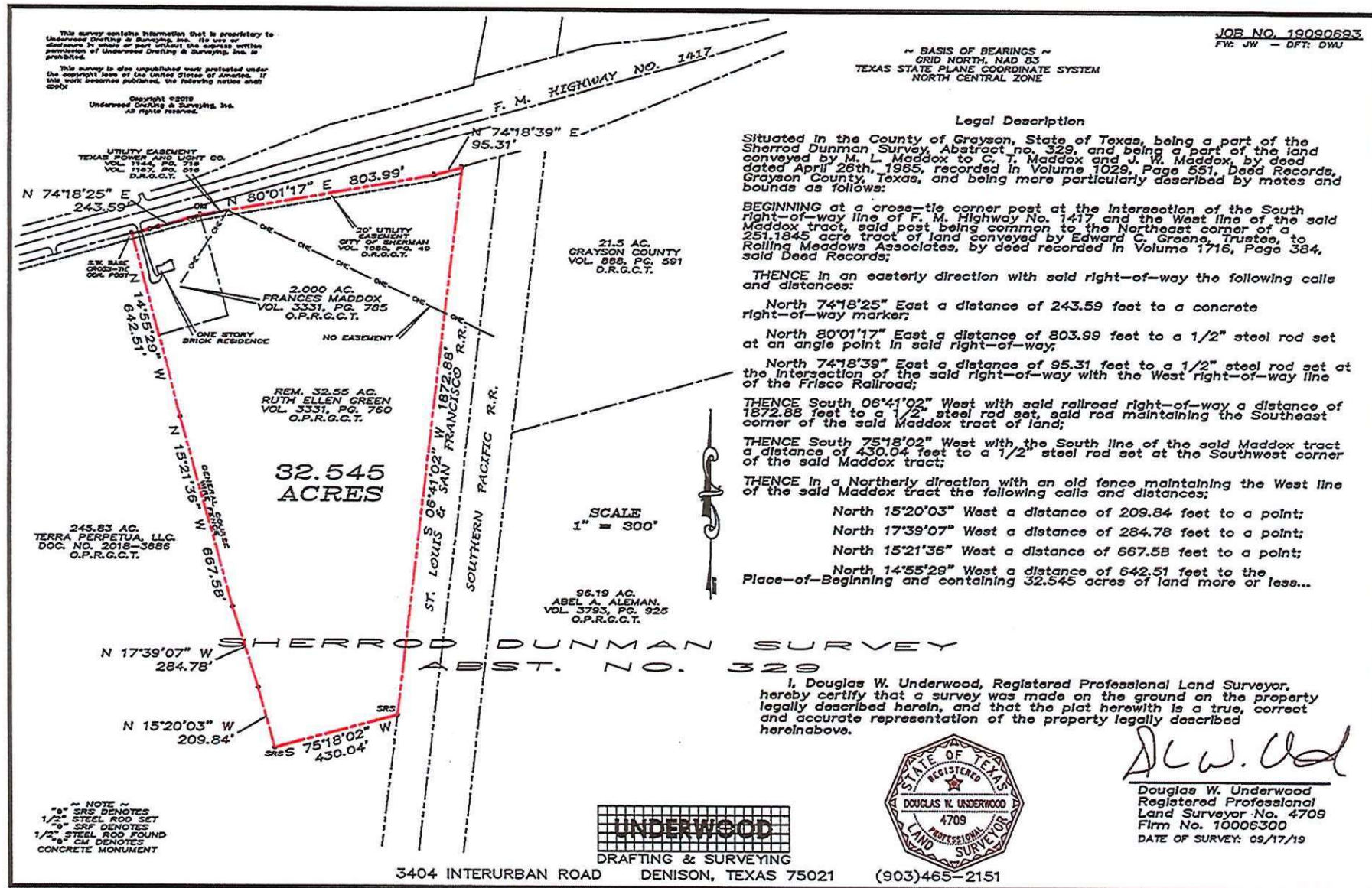
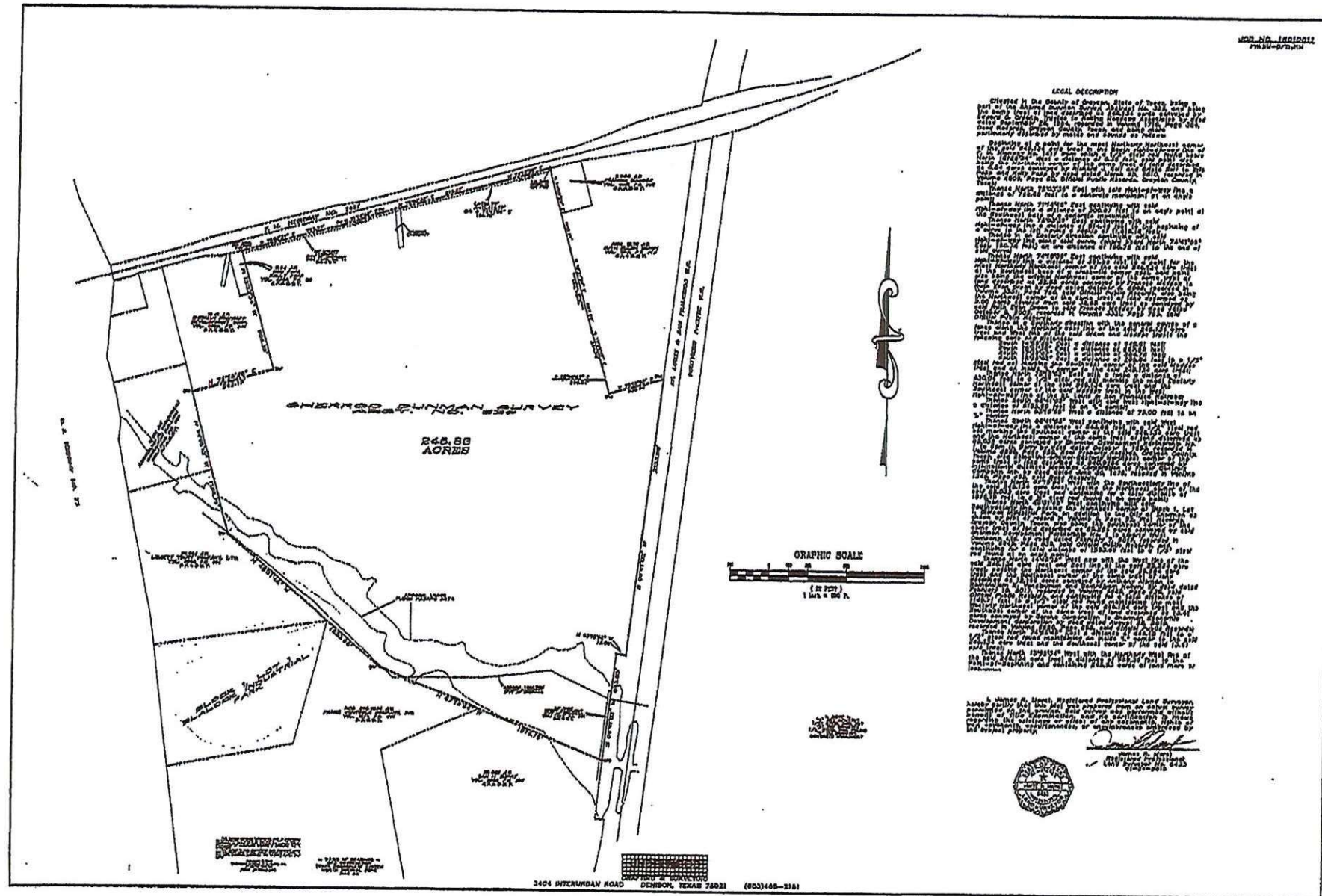


EXHIBIT A



BEL AIR VILLAGE

PLANNED DEVELOPMENT

CITY OF SHERMAN, TEXAS

DESIGN TEAM

ION DESIGN GROUP, LLC

7075 Twin Hills Avenue, Suite 350, Dallas, TX 75231

GFF ARCHITECTS

808 Fairmount St SUITE 300, Dallas, TX 75201

REVISED SEPTEMBER 7, 2021

ADMINISTRATIVE AMENDMENTS APPROVED NOVEMBER 30, 2021

REVISED NOVEMBER 5, 2024

BEL AIR VILLAGE PLANNED DEVELOPMENT

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I. Components of Bel Air Village Planned Development

A. Introduction

Bel Air Village is a mixed-use community encompassing approximately 288.3 acres east of Highway 75 and immediately south of FM 1417. The Village offers a mix of commercial, residential, and recreational opportunities complemented by almost 14 percent of the land area set aside as parks, open space, trails, buffers, or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of RESIDENTIAL and VILLAGE URBAN CENTER uses in proximity to one another.

Note: Words shown in all CAPITAL LETTERS are defined in VI. Definitions.

B. Village Development Objectives

The Bel Air Village addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- Ensuring buildings relate appropriately to surrounding developments and streets to create cohesive visual identity and attractive street scenes;
- Offering a variety of housing types responsive to current and future residents' desire for a mix of product types based on their demographic and income needs;
- Siting land uses, streets, and pedestrian circulation in a cohesive and complementary layout supportive of the mix of uses and oriented towards the pedestrian realm to enhance and activate streetscapes;
- Applying residential and non-residential architectural FAÇADE elements and finishes;
- Ensuring creation of high quality street and sidewalk environments that are supportive of pedestrian mobility and appropriate to roadway context;
- Creating an enhanced pedestrian realm by the inclusion of wide sidewalks, vegetative avenues and a trail system interconnecting the respective development areas of the village; and,
- Preserving the natural resources of the site to the greatest extent practicable recognizing the value of the floodplain and stream channels as amenities to the development.

C. Key Village Elements

The following enumerates the key elements of the Bel Air Planned Development:

I. Components

A summary of key components covered in the Planned Development, acreages, and overall objectives.

II. Use and Building Envelope Standards

The USE and BUILDING ENVELOPE STANDARDS section establishes basic parameters for permitted and prohibited uses, building siting, lot widths, height, stories, and overall densities.

III. Architectural Standards

The ARCHITECTURAL STANDARDS section governs the VILLAGE URBAN CENTER and VILLAGE RESIDENTIAL DISTRICTS architectural elements and FAÇADE materials, windows, roofs, service areas and other standards.

IV. Lighting, Parking and Signage Standards

The LIGHTING, PARKING and SIGNAGE STANDARDS section establishes the standards for public/private space lighting, provision of adequate parking, and compatible signage.

V. Landscaping and Park/Open Space and Other Recreation Standards

The LANDSCAPING and PARK/OPEN SPACE and OTHER RECREATION STANDARDS section addresses required landscaping and other recreation amenities.

VI. Definitions

The DEFINITIONS section defines terms used within the Bel Air Village Planned Development.

VII. Appendices

The Appendices contain: Appendix A – CONCEPTUAL PLAN MAP; Appendix B – DEVELOPMENT DISTRICT MAP; and Appendix C – STREET CROSS SECTIONS.

D. Conceptual Plan and Development Districts Maps

The Bel Air Village Planned Development includes the CONCEPTUAL PLAN MAP depicting the respective land uses and the DEVELOPMENT DISTRICTS MAP identifying the two regulating districts.

1. Conceptual Plan Map

- The CONCEPTUAL PLAN MAP is a depiction of large land use categories that include residential, commercial, open space and major rights-of-way to be developed within the Bel Air Village Planned Development. (See Appendix A – CONCEPTUAL PLAN MAP)
- The allocation of land uses and proposed road network may be modified as specific development plans come forward at DETAILED SITE PLAN.
- The table below summarizes generalized land use acreages depicted on the CONCEPTUAL PLAN MAP:

Summary Table of Bel Air Village Acreages and Uses

	Acres	%	Units
RESIDENTIAL			
Single-Family Detached & Attached Residential	167.3	58.0	1,900
Mid-Rise Residential & Lagoon Area	51.2	17.8	3,000
COMMERCIAL			
Village Center	14.5	5.0	N/A
OPEN SPACE			
Parks, Open Space, Buffers & Flood Plain Areas	38.6	13.4	N/A
MAJOR RIGHTS-OF-WAY			
Collector Streets (does not include local residential streets)	16.7	5.8	N/A
Total Acres	288.3	100.0%	
<i>Note: Above acreages, units count and percentages are approximate and will be finalized at Site Plan Approval</i>			

2. Development Districts Map

The DEVELOPMENT DISTRICTS MAP consists of two districts, the VILLAGE URBAN CENTER DISTRICT and the VILLAGE RESIDENTIAL DISTRICT. (See Appendix B – DEVELOPMENT DISTRICTS MAP).

- VILLAGE URBAN CENTER DISTRICT – land designated for development of COMMERCIAL and MID-RISE RESIDENTIAL uses.
- VILLAGE RESIDENTIAL DISTRICT – land designated for development of a mix of DETACHED and ATTACHED SINGLE-FAMILY RESIDENTIAL uses.

II. Use and Building Envelope Standards

A. Village Urban Center District

1. Permitted and Prohibited Uses

- a. Permitted uses
 - (1) VILLAGE URBAN CENTER uses including BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, STUDIO USES, restaurants, coffee shops, except where requiring a SPECIFIC USE PERMIT or prohibited by this Ordinance or the City of Sherman's Zoning Ordinance.
 - (2) COMMERCIAL INDOOR AMUSEMENT
 - (3) HOTEL, FULL-SERVICE or LIMITED-SERVICE
 - (4) MID-RISE RESIDENTIAL
 - (5) SENIOR/ASSISTED LIVING FACILITY
 - (6) SCHOOL, PRIMARY OR SECONDARY
 - (7) SKILLED NURSING HOME FACILITY
 - (8) RECREATIONAL LAGOON
- b. Permitted ACCESSORY USES
 - (1) AFFILIATED RESIDENTIAL USES
 - (2) AMENITY CENTER
 - (3) Home Occupations
 - (4) PARK/OPEN SPACE
 - (5) Special events
 - (6) STRUCTURED PARKING
- c. Uses permitted upon review and approval of a SPECIFIC USE PERMIT
 - (1) Alcoholic beverage sales and for any qualified restaurants serving alcoholic beverages on site
 - (2) CIVIC BUILDING
 - (3) Telephonic, radio, television or microwave, communication antennas and tower
- d. Prohibited uses
 - (1) Check cashing businesses, payday advance/loan businesses, car or motor vehicle title loan businesses, or credit access businesses as defined by applicable provisions of Texas Finance Code.
 - (2) Gas wells
 - (3) Industrial, manufacturing, and warehousing uses
 - (4) Outside storage, unscreened
 - (5) Sexually oriented business
 - (6) Tattoo parlors
 - (7) Vape businesses
 - (8) Vehicle-related sales or repair

2. Building Lot Dimensional Standards

a. Dimensional Table

	Min. Lot Width (ft)	Min. Lot Depth (ft)	Min. Front Yard Setback (ft)	Min. Rear Yard Setback (ft)	Min. Side Yard Setback (ft)	Maximum Units /Ac.	Max. Stories	Max. Building Height (ft)	Max. Lot Coverage (%)
Village Urban Center	N/A	N/A	0	0	0	85	5	75'	80

b. Additional Dimensional Standards

- (1) Permitted lot coverage for uses not listed in the Dimensional Table shall be determined upon approval of a SPECIFIC USE PERMIT or DETAILED SITE PLAN.
- (2) Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plain view is no greater than twenty-five percent (25%) of the first floor footprint may exceed the height limits by up to twenty (20) feet.
- (3) Mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twelve (12) feet above the actual building height, provided that:
 - (a) The equipment is set back from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height; or
 - (b) The exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building shall be constructed as architecturally integral parts of the building FAÇADE(S).

B. Village Residential District

1. Permitted and Prohibited Uses

a. Permitted uses

- (1) SINGLE-FAMILY DETACHED RESIDENTIAL (SFD)
- (2) SINGLE-FAMILY ATTACHED RESIDENTIAL (SFA)

b. Permitted ACCESSORY USES

- (1) ACCESSORY BUILDING or STRUCTURE
- (2) AFFILIATED RESIDENTIAL USES
- (3) AMENITY CENTER
- (4) Home Occupations
- (5) PARK/OPEN SPACE

c. Uses permitted upon review and approval of a SPECIFIC USE PERMIT

- (1) CIVIC BUILDING
- (2) SCHOOL, PRIMARY OR SECONDARY
- (3) SENIOR/ASSISTED LIVING FACILITY and/or SKILLED NURSING HOME FACILITY and any STRUCTURED PARKING
- (4) Special events

d. Prohibited uses

Any use that is not expressly set forth as a permitted use in this Subsection "VILLAGE RESIDENTIAL DISTRICT" or not considered incidental to the primary permitted use.

2. Building Lot Dimensional Standards

a. Dimensional Table

Description	Single-Family Residential Detached	Single-Family Residential Attached
Building Type	Detached	Attached
Minimum Lot Area	4000 square feet	1200 square feet
Maximum Density	12 units per acre	24 units per acre
Minimum Lot Width	40 feet	20 feet
Minimum Lot Depth	90 feet	50 feet
Front Yard Setback (Alley-Loaded)	10 feet	6 feet
Front Yard Setback (Front-Loaded)	10 feet (building); 20 feet (garage door)	N/A
Side Yard Setback		
Interior Lot	5 feet	0 feet (side abutting another unit); 5 feet (side not abutting another unit)
Interior Lot (Zero Lot Line)	1 foot one side, 9 feet other side	N/A
Corner Lot	10 feet	10 feet
Minimum Rear Yard Setback	10 feet	5 feet
Maximum Building Height	2.5 story, 40 feet	3 story, 50 feet

b. Additional Dimensional Standards

- (1) Zero lot line development shall have a five (5) foot maintenance easement within the lot that abuts the 1-foot side of adjacent lot for maintenance.
- (2) SINGLE-FAMILY ATTACHED RESIDENTIAL shall be alley-loaded with overall building length not to exceed two hundred (200) feet and a required building separation of not less than ten (10) feet between buildings.

III. Architectural Standards

A. Architectural Standards – Village Urban Center District

1. Building FAÇADE Materials

- a. Permitted primary building materials (which must cover not less than 85% of the area of the FAÇADE) shall be:
 - (1) MASONRY/STONE
 - (2) STUCCO/PLASTER
 - (3) Hardie-Plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a SPECIAL EXCEPTION as a part of DETAILED SITE PLAN approval
- b. Accent building materials (no greater than 15% of the area of the FAÇADE) may be:
 - (1) Pre-cast masonry (for trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (for trim elements only)
 - (3) Metal (for beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (only for piers, foundation walls and chimneys)
 - (5) EIFS

2. Building AWNINGS and CANOPIES

- a. Materials, Illumination and Location
 - (1) AWNINGS and CANOPIES shall be architectural and constructed with fully opaque materials that complement the building to which they are attached; provided, however, no shiny or reflective materials are permitted.
 - (2) AWNINGS and CANOPIES shall not be internally illuminated in a manner that illuminates the AWNINGS or CANOPY material; provided, however, downward lighting limited to lighting the building FAÇADE, sidewalk areas, and seating areas, is permitted to be installed beneath AWNINGS and CANOPIES.

3. Building Roofs

- a. Permitted Roof Materials
 - (1) Architectural asphalt shingles
 - (2) Tile, clay or concrete (faux clay)
 - (3) Slate (equivalent synthetic or better)
 - (4) Metal (standing seam, equivalent or better)
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent determined by BUILDING OFFICIAL
- b. Flat Roofs – roof material interior to the PARAPET shall not be visible from any adjacent ground-level areas.

4. Building Mechanical, Underground Utilities, and Solid Waste Facilities

- a. Mechanical Equipment
 - (1) Ground level transformers, HVAC equipment, lift stations, utility meters, and other machinery shall be located at the rear of the lot where practical
 - (2) Roof mounted equipment shall be screened from view from the PUBLIC SPACE where practical.
- b. All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of DETAILED SITE PLAN.

- c. Solid Waste Collection and Disposal
 - (1) Location of solid waste facilities shall be approved at time of DETAILED SITE PLAN.
 - (2) Solid waste facilities including trash compactors shall be screened by a MASONRY wall of a height that is at least one (1) foot above the height of the solid waste facility or trash compactor. Such screening wall shall be built with the same materials as used for the principal building, or an otherwise CITY approved material
 - (3) Access to Solid waste facilities shall be provided by a metal gate or door equal in height of the wall and shall remain closed at all times when not being accessed for purpose of disposing solid waste into, or collecting for off-site disposal from, the facility.

B. Architectural Standards – Village Residential District

1. Architectural Diversity

- a. Floor plans and front FAÇADES of the same PRIMARY BUILDING MATERIAL color for SINGLE-FAMILY DETACHED RESIDENTIAL shall be separated from one another by no fewer than two (2) lots for same floor plans and no fewer than three (3) lots for the same front FAÇADE.
- b. No combination of the same masonry color, mortar color, and sand color shall be repeated for SINGLE FAMILY DETACHED RESIDENTIAL buildings located on adjacent lots.
- c. The following list of architectural elements shall be incorporated into FAÇADES of SINGLE-FAMILY DETACHED RESIDENTIAL buildings with a choice of at least two (2) different elements and be included in the DETAILED SITE PLAN:
 - (1) BALCONY (limited to rear balconies directly overlooking PARK/OPEN space)
 - (2) Front Porch (4:12 or greater roof pitch)
 - (3) Chimney
 - (4) Patio courtyard
 - (5) MASONRY, stone, or cast stone accents
 - (6) Double entry doors
 - (7) Covered entry
 - (8) DORMERS
 - (9) Cedar shutters
 - (10) Natural stone (30% front FAÇADE)
 - (11) 10:12 or greater roof pitch (pitch may be reduced for Front Porch – see above)
 - (12) Gables with architecture feature
 - (13) Arch top windows
 - (14) Circle top windows
 - (15) Stained wood columns

2. Building FAÇADES

FAÇADE treatments are those portions of a building's STREET FRONTAGE FAÇADE elevation extending from the ground to the roof that consists of a single layer or architectural expression.

- a. RESIDENTIAL buildings shall have a finished floor elevation of not less than 0.8 feet above the top of the front curb elevation.
- b. Wall openings shall not span vertically more than one story.

3. Building FAÇADE Materials

- a. Permitted primary building materials (which must cover not less than 85% of each area of the area of the FAÇADE) shall be:
 - (1) MASONRY/STONE
 - (2) STUCCO/PLASTER
 - (3) Hardie-Plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a SPECIAL EXCEPTION as a part of SITE PLAN approval
- b. Accent building materials (which may cover no more than 15% of the area of the FAÇADE) may be:
 - (1) Pre-cast masonry (limited trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (limited to trim elements only)
 - (3) Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (but used only for piers, foundation walls and chimneys)
 - (5) EIFS
- c. Calculation of the percentage of the area of permitted building materials on a FAÇADE shall not include:
 - (1) The area occupied by windows and doors (including garage doors); and
 - (2) Other architectural features above the roofline, or areas not in plane with first-floor wall.

4. Building Windows

Windows shall conform to the following:

- a. Window Materials
 - (1) Specialty windows such as stained, opalescent, or glass block shall be permitted in limited amounts but in no case greater than fifteen (15) percent of the total window area of the FAÇADE.
 - (2) Solar screens are permitted only on FAÇADES not visible from the PUBLIC SPACE.
- b. Window Configurations
 - (1) The horizontal dimension of the window opening shall not exceed the vertical dimension except as provided below in subparagraphs 4. B. (2) and 4. B. (3).
 - (2) A maximum of five (5) windows may be mulled horizontally together to form a compound window which may be wider than it is tall if each grouping is separated by a mullion, column, pier or wall section that is not less than three (3) inches wide.
 - (3) An individual window may be wider than it is tall – if not mulled together as described herein subparagraph 4. B. (2) – but shall not exceed five (5) feet in width and four (4) feet in height. No combination of width and height dimensions for an individual window shall result in width exceeding height by more than three (3) feet.
- c. Alterations to these standards may be granted as part of a DETAILED SITE PLAN.

5. Building Roofs and PARAPETS

- a. Permitted Roof Materials
 - (1) 30-year dimensional shingles.
 - (2) Tile, clay or concrete (faux clay).
 - (3) Slate (equivalent synthetic or better).
 - (4) Metal on porches and accent roofs.
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent determined by BUILDING OFFICIAL.

- (6) Roofing materials shall have a minimum 30-year rated warranty.
- b. Authorized Roof Configurations
 - (1) Pitched Roofs

Hip and gable roofs shall be symmetrically pitched 8:12 or greater – with the exception of front porch roofs, which can be pitched 4:12 or greater.
 - (2) Flat Roofs

Roof material interior to the PARAPET shall not be visible from any adjacent ground-level areas.
- c. Roofs, Dormers and Chimneys
 - (1) DORMERS shall be finished with permitted primary building materials; chimney chases above the roof structure shall be finished with MASONRY/STONE only.
 - (2) Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

Finished construction that provides for an exposed pre-fabricated metal flue piping (other than gas appliance vent stacks required by applicable construction codes) is permissible, only if (i) finished to be complimentary of the building's exterior, (ii) vented through the roof structure (not a wall), (iii) designed, built, and located according to applicable construction codes, (iv) designed, built, and located to the rear of the building with limited visible appearance from the front of the building. Should said requirements not be satisfied in full, exposed pre-fabricated metal flue piping (other than gas appliance vent stacks required by applicable construction codes) is prohibited.

6. Underground Utilities

- a. All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of DETAILED SITE PLAN.

IV. Lighting, Parking and Signage Standards

A. Lighting

1. STREET Lights

- a. STREET LIGHTS shall be install in accordance with the following:
 - (1) MAJOR STREETS – spaced a maximum of one hundred and fifty feet (150) feet including one (1) at each intersection.
 - (2) MINOR STREETS – spaced a maximum of one hundred feet (100) feet including one (1) at each intersection.
 - (3) LOCAL STREETS – lighting shall be at each intersection.
- b. STREET LIGHTS shall not cast a perceptively unnatural spectrum of light (such as low-pressure sodium) or project light skyward (dark sky friendly lighting).

2. VILLAGE URBAN CENTER Lighting

- a. An exterior Lighting Plan shall be approved as part of the DETAILED SITE PLAN for the VILLAGE URBAN CENTER.
- b. Lighting Standards
 - (1) Site lighting shall be of a design, height, and location to illuminate only the lot on which the light fixture is located unless illumination across lot lines is by a lighting fixture is authorized by the approved lighting plan included in the approved DETAILED SITE PLAN.
 - (2) Lighting elements shall not cast a clearly/perceptively unnatural spectrum of light (such as low pressure sodium). Lighting elements shall be limited to incandescent, metal halide, or halogen type fixtures.
 - (3) No flashing, traveling, animated, or intermittent lighting shall be visible from the exterior of any building whether such lighting is of temporary or long-term duration.

B. Parking

1. Parking Standards

- a. SINGLE-FAMILY RESIDENTIAL
 - (1) SINGLE-FAMILY RESIDENTIAL DETACHED and ATTACHED shall provide a minimum of two (2) garage parking spaces that shall remain usable for parking of two (2) passenger vehicles.
 - (2) Additional visitor parking (on or off street) shall be provided for SINGLE-FAMILY RESIDENTIAL uses at a rate of one (1) space per four (4) dwellings located within five hundred (500) feet for any SINGLE-FAMILY RESIDENTIAL lot providing parking for less than four (4) vehicles.
- b. MID-RISE RESIDENTIAL
 - (1) A minimum of 1.5 parking spaces shall be provided for each MID-RISE RESIDENTIAL unit.
 - (2) Additional onsite visitor parking shall be provided for MID-RISE RESIDENTIAL at a rate of one (1) space per six (6) units.
- c. VILLAGE URBAN CENTER
 - (1) For uses other than MID-RISE RESIDENTIAL, a Parking Plan prepared by a Texas professional engineer shall be submitted to the CITY that sets forth how the uses in the VILLAGE URBAN CENTER will accommodate parking demand. The Parking Plan shall be based on the parking standards set forth herein, or in the absence of a standard for a proposed use, shall be established as part of the approved DETAILED SITE PLAN.
 - (2) Required parking ratios for VILLAGE URBAN CENTER uses shall be:
 - (a) Office – 1 space per 300 square foot

- (b) Retail – 1 space per 250 square foot
- (c) Restaurant – 1 space per 150 square foot

2. On-Street Parking

- a. On-street parallel parking shall be eight (8) feet in depth and twenty-two (22) feet length.
- b. On-street parking may be counted towards meeting off-street parking requirements if authorized by the approved DETAILED SITE PLAN.

C. Signage**1. Signage Plan**

- a. A Comprehensive Sign Plan shall be submitted to the CITY as part of the DETAILED SITE PLAN.
- b. Only individual lettering on a VILLAGE URBAN CENTER signage may be internally lit.
- c. Lettering on AWNINGS and CANOPIES shall be limited to six (6) inches tall located only on vertically hanging fabric at curbside.

2. Prohibited or Limited Signs

- a. Billboards, off-premises, pole signs, marquees, animated, flashing or intermittent signs, and roof and painted building FAÇADE signs are prohibited.
- b. Portable or wheeled signs and advertising devices located outside any building shall be prohibited.

V. Landscaping and Park/Open Space Standards

A. Landscaping

1. Landscaping – Trees

a. STREET TREES

- (1) MAJOR STREETS shall have STREET TREES planted along the PARKWAY with a spacing of no greater than one hundred (100) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (2) MINOR and LOCAL STREETS shall have STREET TREES planted along the PARKWAY with a spacing of no greater than seventy-five (75) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (3) For on-street parking spaces where bump-outs are utilized for parallel parking, one (1) STREET TREE shall be planted in each bump-out.
- (4) STREET TREES shall be at least three (3) caliper inches in diameter measured twelve (12) inches above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

b. VILLAGE URBAN CENTER TREES

- (1) Where the primary structure is located within twenty (20) feet of the front property line, the VILLAGE URBAN CENTER use shall be only responsible for planting STREET TREES in accordance with standards for STREET TREES on MAJOR STREETS.
- (2) Where the primary structure is located greater than twenty (20) feet from the front property line, the following tree planting shall be required:
 - (a) One tree at least three (3) caliper inches in diameter measured twelve (12) inches above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting for each fifty (50) feet of linear STREET FRONTAGE, which trees shall be planted within fifteen (15) feet of the front property line.
 - (b) Trees may be planted in groups with appropriate spacing for species.
 - (c) The trees required by this Subparagraph b. shall be in addition to the required STREET TREES.

c. SINGLE-FAMILY RESIDENTIAL TREES

- (1) General
 - (a) Required FRONT YARD TREES shall be in addition to the required STREET TREES
 - (b) Required FRONT YARD TREES shall be at least three (3) inches in diameter measured twelve (12) inches above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.
- (2) Required FRONT YARD TREES
 - (a) Lots having building setbacks of ten (10) feet or less no FRONT YARD TREES shall be required.
 - (b) Lots having building setbacks of greater than ten (10) feet one (1) FRONT YARD TREES shall be required.

2. Landscaping – Yards

a. VILLAGE URBAN CENTER Yards

- (1) Required Landscaping shall be approved as a part of DETAILED SITE PLAN approval.

b. SINGLE-FAMILY RESIDENTIAL LOTS Yards

- (1) For lots widths of forty (40) feet or greater, no fewer than four (4) five (5) gallon shrubs and twelve (12) one (1) gallon shrubs shall be planted.
- (2) For lots widths twenty-five (25) feet and less than forty (40) feet, no fewer than three (3) five (5) gallon shrubs and eight (8) one (1) gallon shrubs shall be planted.
- (3) For lots widths less than twenty-five (25) feet, no fewer than two (2) five (5) gallon shrubs and six (6) one (1) gallon shrubs shall be planted.
- (4) SINGLE-FAMILY RESIDENTIAL lots shall have full sod installed within any portion of the front yard and side yard abutting a STREET not covered by walkways, driveways, trees, shrubbery, ground cover or planting beds, or other approved landscape materials.
- (5) Decorative rocks shall be permitted in limited amounts and within areas between structures where plant material is difficult to maintain.

3. Landscaping – Parking Lots

- a. Five (5) linear feet of landscaped evergreen screening and/or masonry wall at a height of three (3) feet shall be planted between the STREET right-of-way and the parking area in all parking areas within a parking lot abutting a STREET.
- b. The following interior landscaping shall be planted in off-street, surface parking that contains twenty (20) or more parking spaces:
 - (1) Twenty (20) square feet of landscaping for each parking space shall be installed within the paved boundaries of the parking area.
 - (2) Landscaped islands shall be located at the ends of all parking rows and one (1) landscaped island for each twenty (20) parking spaces in a parking row shall be located on the interior of each parking row. The location the landscape islands within parking areas shall be approved as part of the DETAILED SITE PLAN
 - (3) No fewer than one (1) tree, three-inch (3) caliper inch minimum as measured twelve (12) inches above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting shall be planted in each parking lot landscaped island.
 - (4) Landscaped islands shall be not less than six (6) feet wide, not less than ninety percent (90%) of the abutting parking space in length, and planted with approved ground cover.
 - (5) Landscaped areas shall be protected by a raised six (6) inch concrete curb with pavement placed no closer than three (3) feet from the trunk of a tree if no CITY-approved root barrier has been installed.

4. Landscaping – Fences/Walls

- a. Fences/Walls – General
 - (1) Metal fencing shall be ornamental metal, tubular steel or similar material with a consistent design and finished in black.
 - (2) MASONRY walls shall be constructed with MASONRY materials compatible with adjacent buildings.
 - (3) Wood fencing adjacent to STREETS shall be board-on-board with capping, pre-stained cedar, with steel posts.
 - (4) Fences and walls exceeding eight (8) feet in height are prohibited except to screen service areas of VILLAGE URBAN CENTER.
 - (5) Fence and wall materials and location shall be approved as part of the DETAILED SITE PLAN.
- b. Fencing/Walls – MAJOR STREETS
 - (1) WOOD fencing along MAJOR and MINOR STREETS is prohibited.
 - (2) MASONRY walls exceeding two (2) feet in height shall be designed with footings approved by a structural engineer or other appropriately licensed professional.
- c. Fences/Walls – RESIDENTIAL

- (1) No fence or wall shall be permitted within front yards except on corner lots, wherein approved ornamental metal fences, not exceeding five (5) feet in height, may be installed within the front yard not serving as the main entry point to the dwelling (i.e. the side yard along the STREET).
- (2) On RESIDENTIAL lots abutting or facing a PARK/OPEN SPACE, only ornamental metal fencing shall be used on the side of the lot facing the PARK/OPEN SPACE unless another material approved as part of the DETAILED SITE PLAN.
- (3) Fences and walls consisting of materials or placed in locations not otherwise authorized by this Subparagraph may be approved as part of the approved DETAILED SITE PLAN.

5. Landscaping – Irrigation

Permanent automatic irrigation systems shall be designed, installed, and operated for all required landscaping.

6. Landscaping – Completion

- a. No certificate of occupancy for any building on any lot may be issued until all required irrigation systems, trees and other plant materials have been installed and/or planted on the lot.
- b. Due to on-going drought conditions, the CITY may authorize delaying planting of new landscape materials, in which case, a certificate of occupancy may be issued.
- c. In the event of such authorized delay, all landscape materials shall be planted not later than the date provided in the authorization. Failure to install all landscaping by the date set forth in the delay authorization shall be a violation of this Ordinance.

B. Park/Open Space

1. PARK/OPEN SPACE

- a. VILLAGE URBAN CENTER
 - (1) VILLAGE URBAN CENTER uses, other than MID-RISE RESIDENTIAL, shall not be required to set aside a percentage of lot area for PARK/OPEN SPACE.
 - (2) MID-RISE RESIDENTIAL shall allocate not less than ten percent (10%) of the lot area to PARK/OPEN SPACE.
 - (a) Landscaped parking areas, walkways, yards and entries shall be considered PARK/OPEN SPACE.
 - (b) Areas designated as PARK/OPEN SPACE shall be shown on the approved DETAILED SITE PLAN.
- b. VILLAGE RESIDENTIAL
 - (1) Areas designated as PARK/OPEN SPACE shall be shown on all approved DETAILED SITE PLANS.
 - (2) PARK/OPEN SPACE shall be maintained by either a property or homeowners association or by the CITY if designated public PARK/OPEN SPACE.

2. PEDESTRIAN PATHWAYS

- c. PEDESTRIAN PATHWAYS shall be a minimum of six (6) feet in width on MAJOR and MINOR STREETS and five (5) feet on LOCAL STREETS.
- d. PEDESTRIAN PATHWAYS shall be installed at all required locations on a lot prior to issuance of a certificate of occupancy of the first building constructed on the lot or, if the issuance of a certificate of occupancy is required, the commencement of the provision of utilities to any building on the lot.

VI. Definitions

A. Purpose

The words and phrases as used in this ORDINANCE shall have the following meanings unless the context of such use clearly indicates otherwise. Words and phrases not defined within the Definitions, but which are defined in the City of Sherman's Zoning Ordinance shall have the meaning provided such words and phrases in the Zoning Ordinance. Wherever a word or phrases is printed in CAPITAL LETTERS, it is being used as defined herein.

B. Terms Defined

ACCESSORY BUILDING OR STRUCTURE (RESIDENTIAL DISTRICT) – A subordinate building or structure, detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, tool house, lathe or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house, garden shelter or swimming pool, but not involving the conduct of a business.

ACCESSORY USE (see USE).

AFFILIATED RESIDENTIAL USES (see USE).

ALLEY – A public space or drive which affords secondary means of access to abutting property.

AMENITY CENTER – An OPEN SPACE area developed as a recreational center for the use by VILLAGE residents and their guests that may include pools, hot tubs, meeting rooms, workout spaces, bathrooms, playgrounds and similar uses.

AWNING – A cantilevered, projected or suspended cover over the sidewalk portion of the PUBLIC SPACE. This also includes roof-like coverings, usually of canvas or metal and often adjustable, placed over the sidewalk, windows, or doors to provide protection from sun and rain.

BALCONY – An exterior platform attached to the building FAÇADE extending outward from an interior room located above a GROUND STORY.

BLOCK – An area enclosed by streets and occupied by or intended for buildings; or if said word is used as a term of measurement, it shall mean the full length along the street between the intersection of two streets.

BUILDING HEIGHT – For VILLAGE URBAN CENTER uses, BUILDING HEIGHT is measured in STORIES; for SINGLE-FAMILY RESIDENTIAL uses, BUILDING HEIGHT is measured from the existing grade to the midpoint of a gabled roof line or the top of the PARAPET or mansard roof.

BUILDING OFFICIAL – The official appointed to enforce the ZONING ORDINANCE.

CANOPY – An architectural projection of canvas or similar material that provides weather protection over an area and is supported by the building to which it is attached and at the outer end by not less than two posts.

CITY – City of Sherman, Texas.

CIVIC BUILDING – Publicly- or privately-owned buildings that are open to the public for non-COMMERCIAL purposes.

COMMERCIAL INDOOR AMUSEMENT (see USE).

COMMERCIAL USE (see USE).

CONCEPTUAL PLAN – Proposed land uses as shown on the CONCEPTUAL PLAN.

DETAILED SITE PLAN – A site plan approved by the City of Sherman.

DEVELOPMENT DISTRICTS

VILLAGE URBAN CENTER – Land designated on the DEVELOPMENT DISTRICT MAP as VILLAGE URBAN CENTER intended for more flexible development standards allowing for VILLAGE URBAN CENTER uses ranging from single lot projects such as big-box stores and hotels to larger-scale shopping centers and business centers as well as MID-

RISE RESIDENTIAL uses.

VILLAGE RESIDENTIAL DISTRICT – Land designated on the DEVELOPMENT DISTRICT MAP as RESIDENTIAL intended for a mix of DETACHED and ATTACHED RESIDENTIAL.

DORMER – Small, roofed ancillary structures with windows providing light and air to habitable space within the roof.

EXTERIOR INSULATION AND FINISH SYSTEM or “EIFS” - a no-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

FAÇADE – Exterior building face.

FENESTRATION – Openings in the building wall allowing light and views between interior and exterior measured as glass area.

FRONT SETBACK LINE – The line at which the building FAÇADE shall be located adjacent to or behind.

FRONT YARD TREE (see TREE, FRONT YARD).

HEIGHT (see BUILDING HEIGHT)

HOTEL, FULL SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays with one or more restaurants and lounges, food and beverage catering, conference meeting rooms, recreational amenities, and STRUCTURED PARKING.

HOTEL, LIMITED SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays that may offer a business center, pool/whirlpool, workout room, a meeting room and a lobby marketplace for snacks and beverages; the establishment may offer restaurant services geared to primarily hotel guests.

LOT, CORNER – A lot that is bounded by intersecting STREETS.

LOT COVERAGE – The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot or the area determined as the maximum cross-sectional area of the building; eaves, drives, uncovered patios/porches, sidewalk, and similar improvements are excluded from LOT COVERAGE computations.

LOT LINE – The lines bounding a lot.

LOT WIDTH – The width of the lot as measured at the FRONT SETBACK LINE.

MAJOR STREET (see STREET, MAJOR).

MASONRY/STONE – Defined as construction material three (3) inches or thicker composed of natural stone, kiln fired clay brick, decorative concrete block or other masonry material approved by the CITY’S BUILDING OFFICIAL.

MINOR STREET (see STREET, MINOR).

OFFICE BUILDING – A building used to house OFFICE USES.

PARAPET – A low wall projecting from the edge of a platform, terrace, or roof.

PARAPET HEIGHT – Where used to limit building height, PARAPET HEIGHT is the distance measured at the top of the parapet, including any coping.

PARK (see OPEN SPACE).

PARK/OPEN SPACE – Land and water designed for active and/or passive recreational enjoyment, but also including small vegetative spaces, flood plains, AMENITY CENTERS, development entries, PEDESTRIAN PATHWAYS; areas located within a SINGLE-FAMILY RESIDENTIAL LOT or within a public right-of-way shall not be considered PARK/OPEN SPACE.

PARKWAY – An area located immediately between the street curb and sidewalk in which STREET TREES and street lights and other such infrastructure are placed.

PEDESTRIAN PATHWAY – A paved walkway/sidewalk that provides pedestrian access throughout a community to VILLAGE URBAN CENTER and RESIDENTIAL uses; PEDESTRIAN PATHWAYS are not considered appropriate for bicycle use.

PLANNING AND ZONING COMMISSION – The Planning and Zoning Commission of the City of Sherman, Texas.

PUBLIC SPACE – The public domain commonly referred to as the public STREETS, ALLEYS and rights-of-way but can include travel lanes, PARKWAYS, PEDESTRIAN PATHWAY, and PARK/OPEN SPACE.

REAR LOT LINES – Lot lines located at the rear of the property and often abutting ALLEYS.

RETAIL (see USE).

RESIDENTIAL (see USE)

SCHOOL, PRIMARY OR SECONDARY – A school operated by an independent school district, religious entity or private corporation providing a kindergarten, elementary and/or secondary curriculum.

SCHOOL, COLLEGE OR UNIVERSITY – An academic institution of higher learning, accredited or recognized by the State and offering a program or series of programs of academic study.

SENIOR/ASSISTED LIVING FACILITY – A residential living facility for older adults that may include independent living arrangements designed exclusively for seniors, generally those 55 years or older, to live independently within an apartment-style facility or freestanding home; it may also include, as an ACCESSORY USE, living facilities that offer a larger range of services for residents as their level of care expands, as long as the resident does not need skilled 24-hour nursing care.

SKILLED NURSING HOME FACILITY – State-licensed long-term care residential living facility offering 24-hour medical care provided by registered nurses, licensed practical nurses and/or certified nurse assistants for residents who are totally dependent on nursing care or short-term rehabilitation between hospital and home.

STORY – That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

STORY, GROUND – The first level of a building at or above grade.

STREET – A public thoroughfare used for vehicular traffic usually within dedicated right-of-way; this definition does not include ALLEYS, CITY fire lanes, driveways, or access aisles or easements.

STREET LIGHT – A luminaire installed on both sides of a STREET within the public right-of-way.

STREET, MAJOR – A STREET having four or more travel lanes with rights-of-way greater than seventy (70) feet.

STREET, MINOR – A STREET having three or less travel lanes with rights-of-way exceeding sixty (60) feet but not exceeding seventy (70) feet.

STREET, LOCAL – A STREET having two travel lanes with rights-of-way sixty (60) feet or less.

STREET FRONTAGE – That portion of the lot or building that is coincident with the FRONT SETBACK LINE.

STREET TREE (see TREE, STREET).

STUCCO/PLASTER – Stucco/Plaster material shall only be considered as meeting the masonry requirement when applied using a 3-step process over diamond metal lath mesh to a 7/8-inch thickness or by other processes producing comparable cement stucco finish with equal or greater strength, durability, and fire resistive specifications.

TREE, STREET – A tree planted in the PARKWAY.

TREE, FRONT YARD – A tree planted in a front yard area.

USES

ACCESSORY USE – A use of land or building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use; within a RESIDENTIAL DISTRICT this may include a pool, children's play equipment, gazebo, picnic table, etc.

AFFILIATED RESIDENTIAL USE – A use intended for the residents and their guests of a RESIDENTIAL use that includes a leasing office, fitness center, game room, laundry, pool, amenity center and other residential-related services and uses.

BUSINESS SERVICE USE – Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, including but not limited to advertising and mailing; building maintenance; employment service; management and consulting services; equipment rental and leasing (does not include outside storage or heavy construction equipment); commercial research; development and testing; photo finishing; and supplies services.

CIVIC USE – Community uses including the following: meeting halls; libraries; schools (kindergarten through college); police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; government functions open to the public; and, other similar uses.

COMMERCIAL INDOOR AMUSEMENT USE – Commercial establishments wholly contained within a building that provide amusement, entertainment or games of skill for a fee or admission charge including, but not limited to, billiards, bowling, video or game arcades, movie theaters, and skating rinks.

COMMERCIAL USE – Includes BUSINESS SERVICES, OFFICES, PERSONAL SERVICES, RETAIL SERVICES, RETAIL SPECIALTY USES, RETAIL TRADE USES, STUDIO USES, and RECREATIONAL LAGOON.

PERSONAL SERVICE USE – Establishments primarily engaged in providing services involving the care of a person or his or her apparel, including laundry, cleaning and garment services, garment pressing, coin operated laundries, beauty shops, barber shops, shoe repair, reducing salons and health clubs, clothing rental, doctors, dentists, chiropractors, veterinarians, etc.

OFFICE USE – Includes, but are not limited to lawyers, engineers, architects, landscape architects, accountants, insurance agencies, economic consultants, general business offices, or other similar professions.

RECREATIONAL LAGOON – A large, artificially-created recreational water body for swimming and other water-related activities (can be a COMMERCIAL or CIVIC use).

RESIDENTIAL USE – A range of housing uses that encompass SINGLE-FAMILY and MID-RISE uses, and SENIOR/ASSISTED and/or SKILLED NURSING HOME FACILITIES.

RESIDENTIAL, SINGLE-FAMILY ATTACHED – A SINGLE-FAMILY RESIDENTIAL use constructed in a group of two (2) or more attached units separated by property lines in which each unit extends from foundation to roof.

RESIDENTIAL, SINGLE-FAMILY DETACHED – A free-standing, SINGLE-FAMILY RESIDENTIAL use occupying a single lot not sharing any walls in common with adjacent SINGLE-FAMILY RESIDENTIAL use.

RESIDENTIAL, MID-RISE – A multi-storied residential building containing multiple separate housing units above one another for residential purposes within one building or complex, commonly referred to as “apartments;” this definition does not include a HOTEL or any short-term stay facility (stays of less than six months) but may include ground-floor commercial.

RESIDENTIAL, SINGLE-FAMILY – A residential dwelling occupied by persons living as a single household unit; this definition includes DETACHED and ATTACHED residential uses but does not include MID-RISE RESIDENTIAL.

RETAIL SERVICE USE – Establishments providing services, as opposed to products, to the general public, including restaurants, LIMITED and FULL SERVICE HOTELS, finance, real estate and insurance, travel agencies, health and educational services, and galleries.

RETAIL SPECIALTY USE – Include, but are not limited to the sale of gifts, antiques, flowers, books, jewelry, wearing apparel or craft shops making articles exclusively for sale at retail on the premises. Establishments selling used goods or merchandise and retail store sales consisting primarily of specialty and novelty items as defined by City of Sherman Resolution No. 77-028 are specifically excluded.

RETAIL TRADE USE – Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Establishments primarily engaged in the selling of used goods or merchandise are specifically excluded.

STUDIO USE – Includes, but is not limited to dance, art, music, photography, radio or television and specifically excluding any type of sexually oriented business.

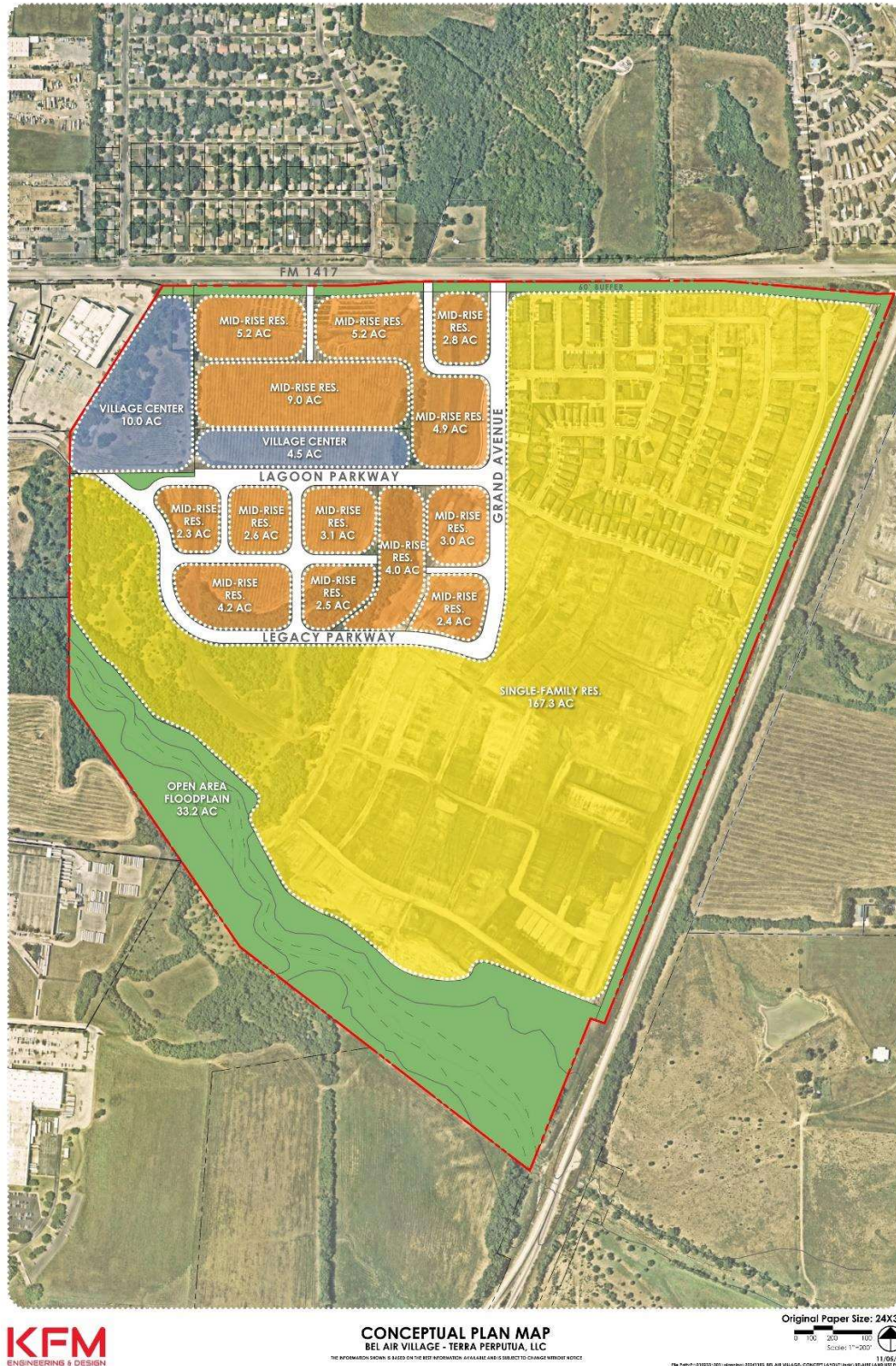
VILLAGE URBAN CENTER USE – Any use that is defined herein as a MID-RISE RESIDENTIAL, BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, and STUDIO uses but specifically excluding any uses prohibited by this ORDINANCE.

VILLAGE URBAN CENTER USE (see USE).

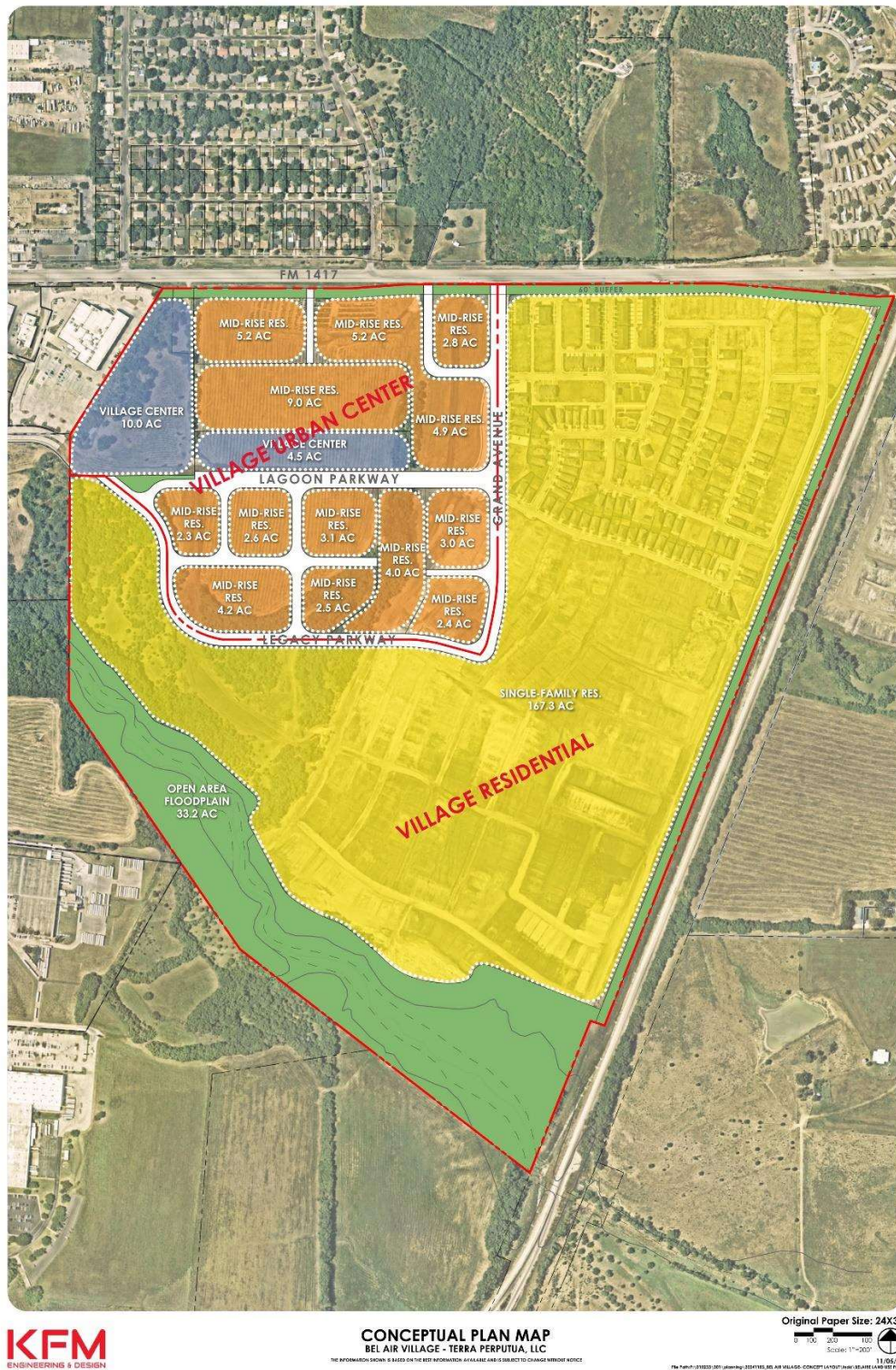
ZONING ORDINANCE – The Zoning Ordinance of the City of Sherman, as amended from time to time, including any future codifications.

VII. Appendices

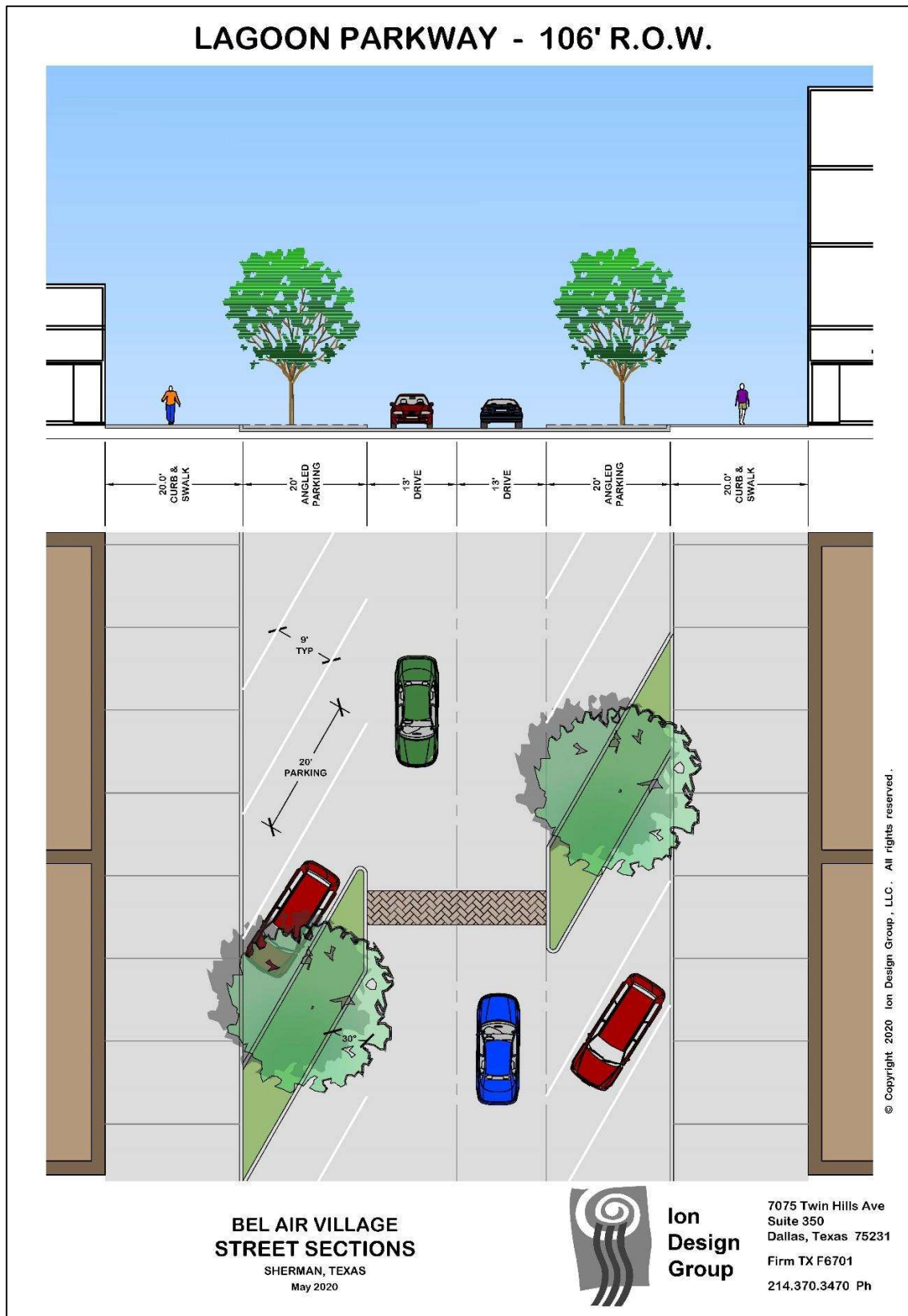
A. Appendix – Conceptual Plan Map

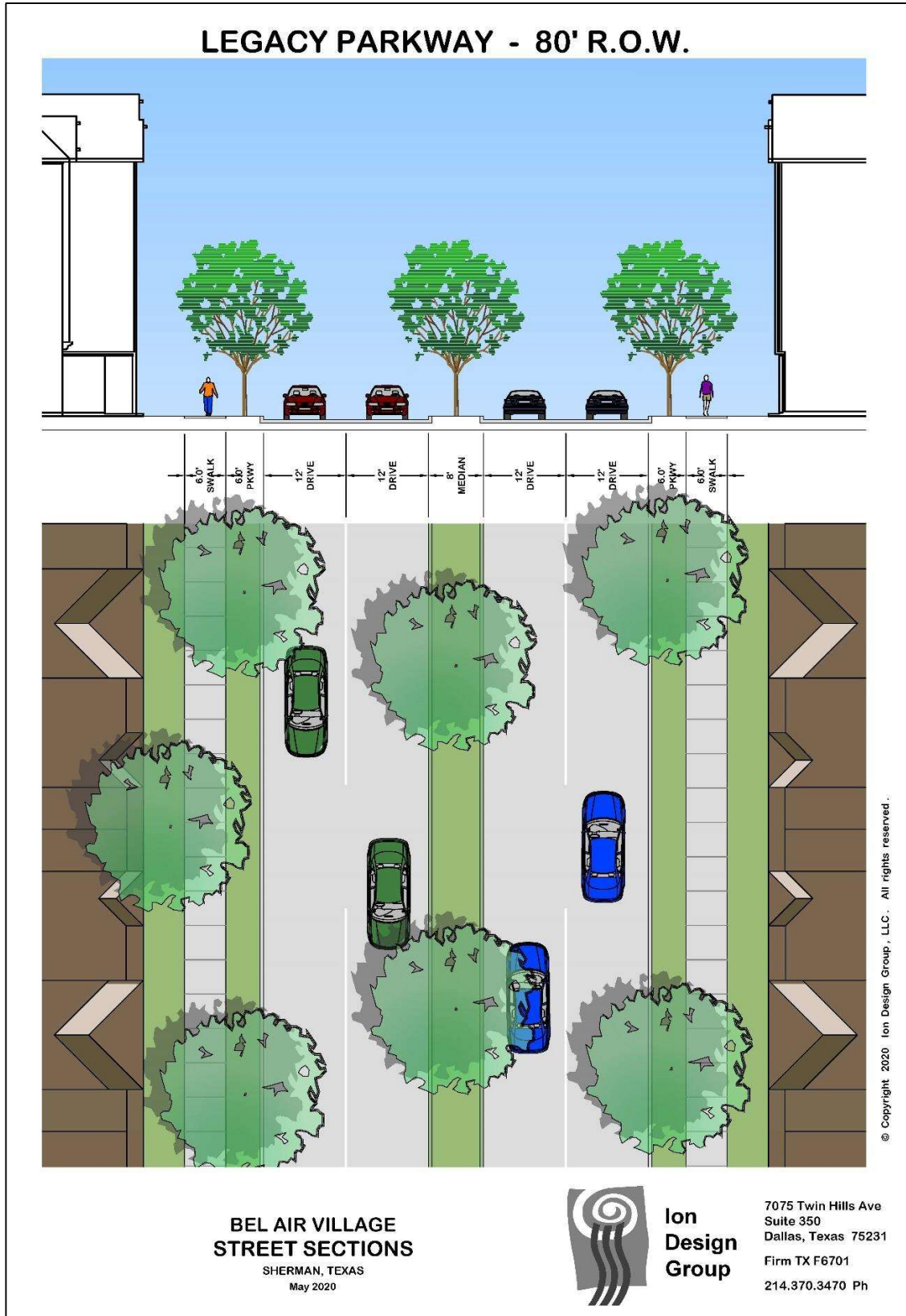


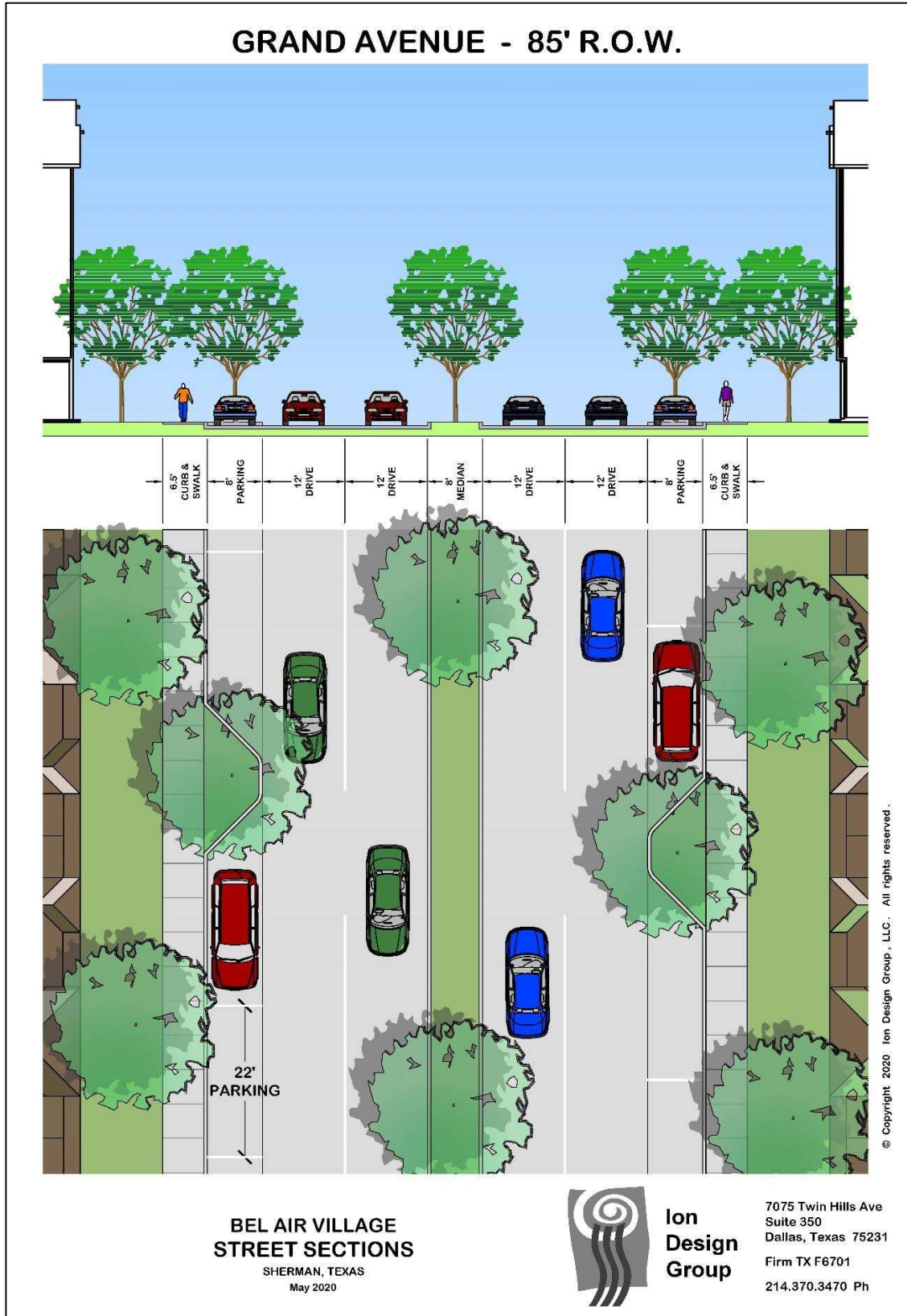
B. Appendix – Development Districts Map

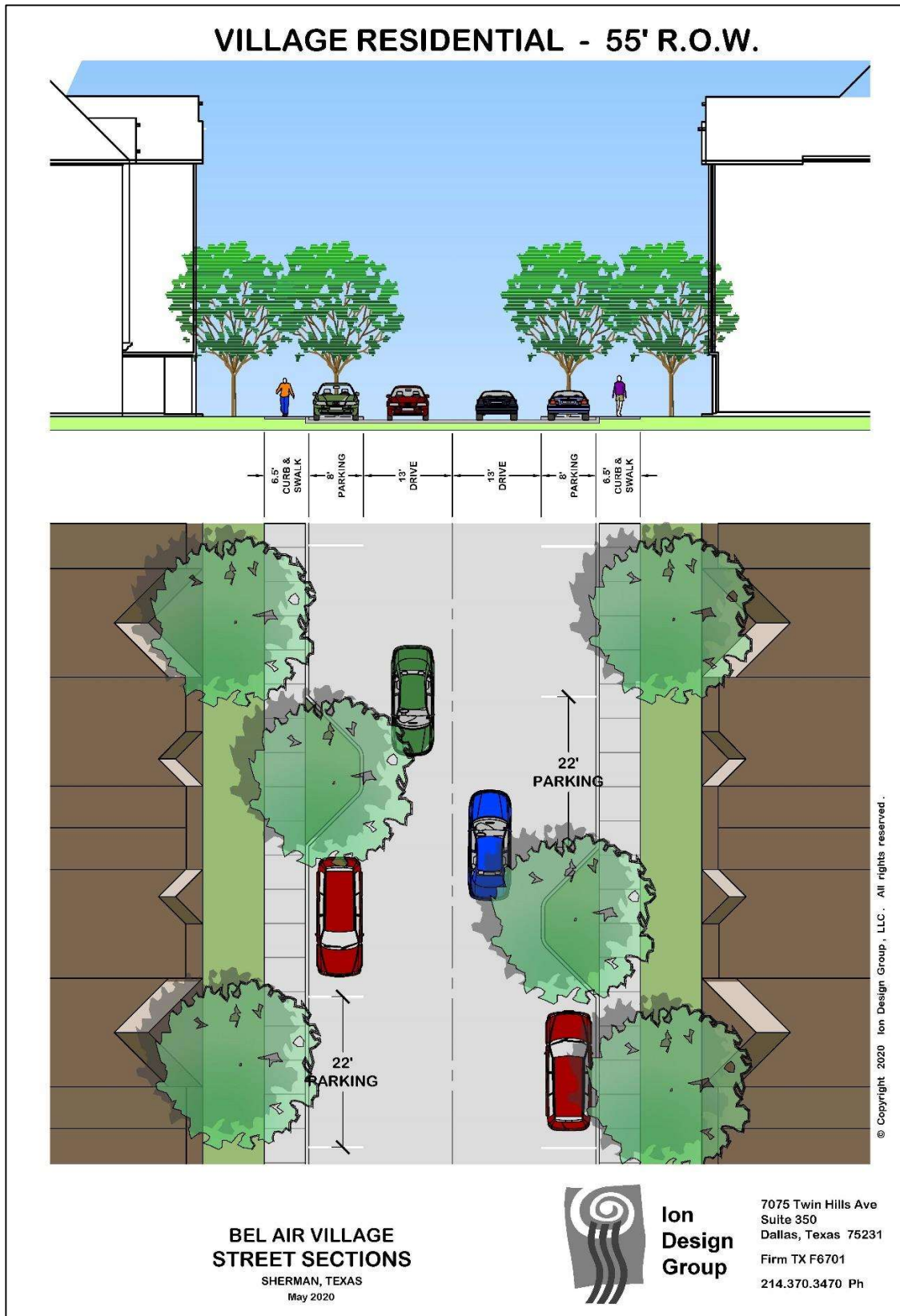


C. Appendix – Street Cross Sections

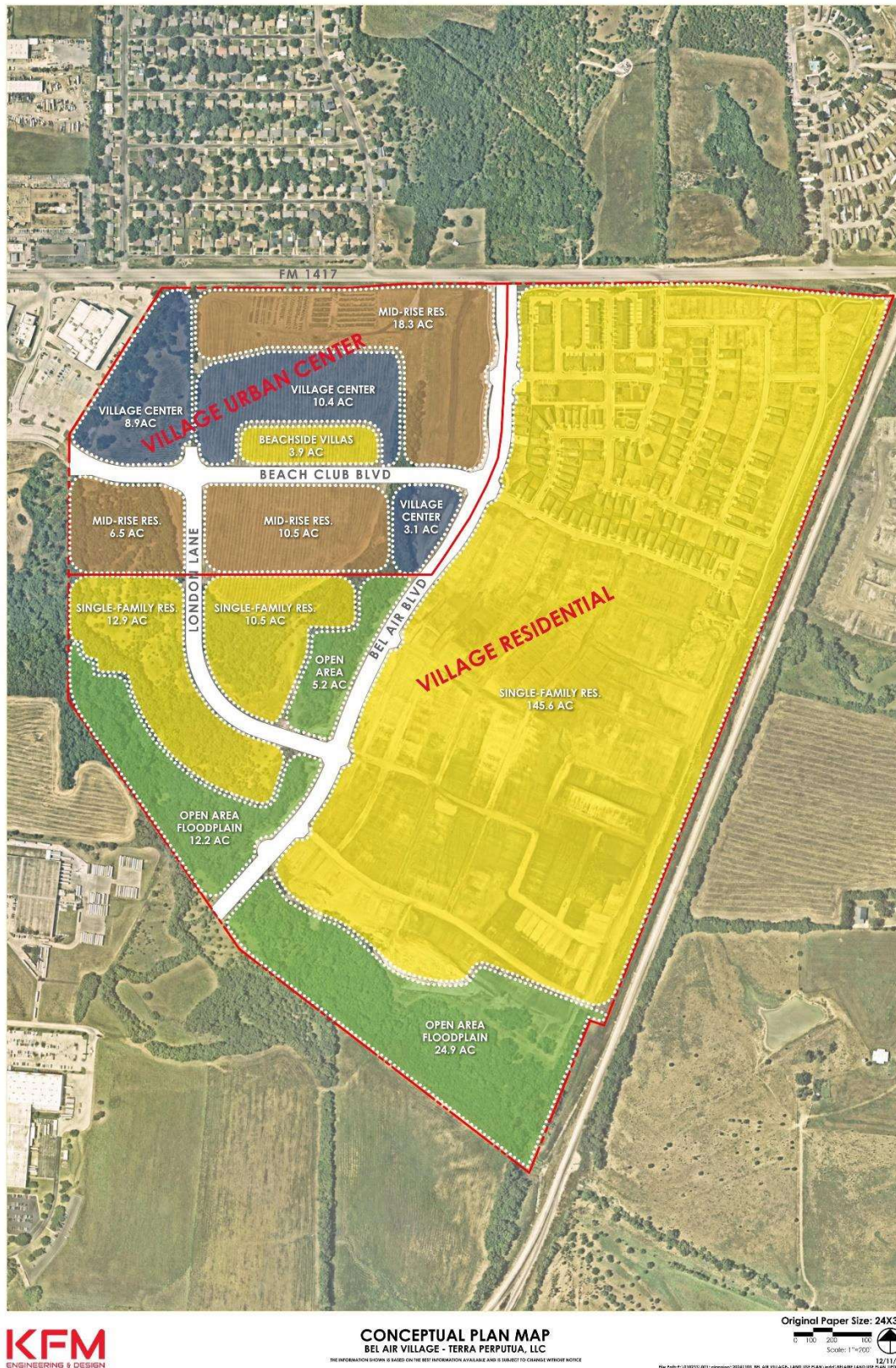




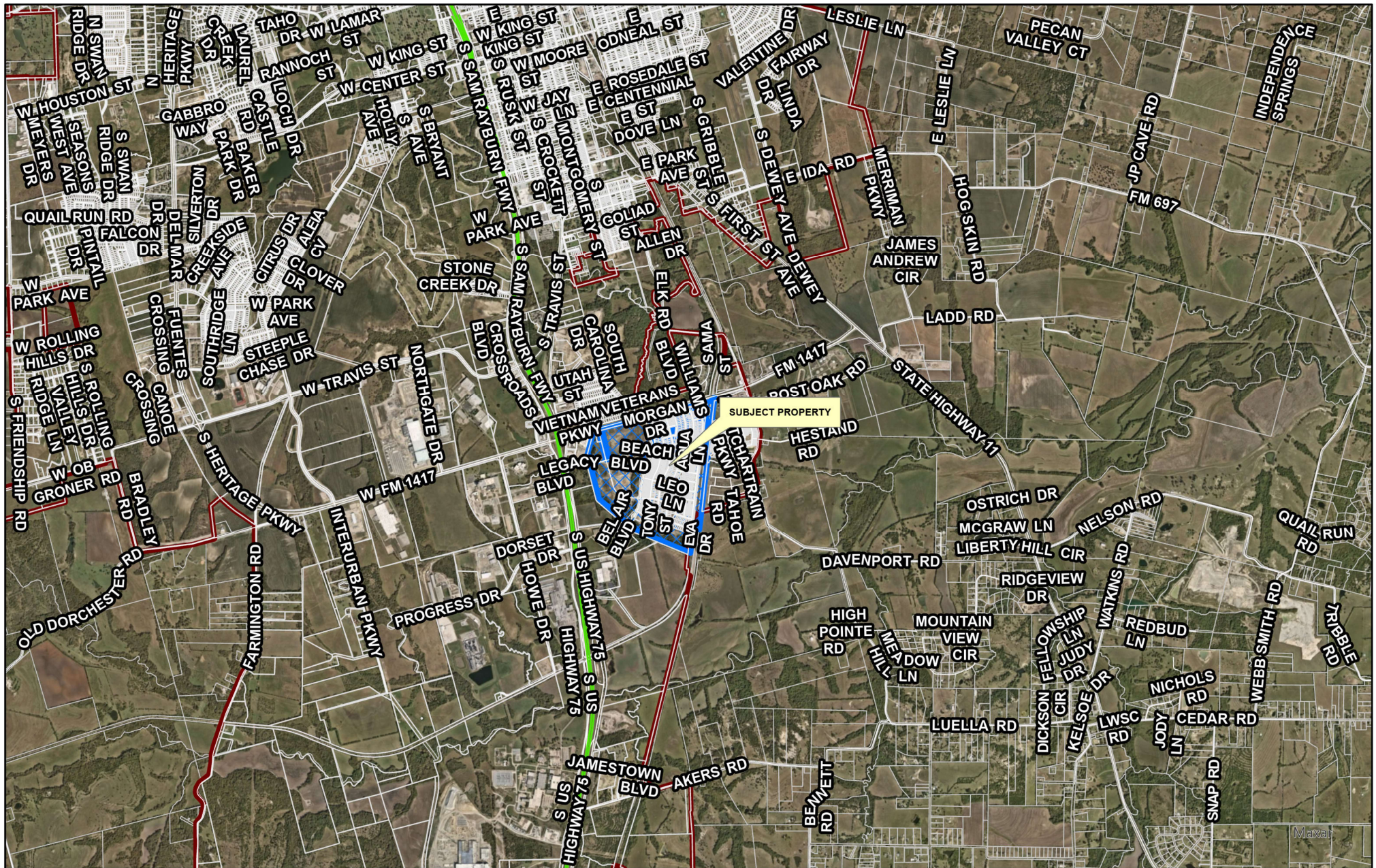




B. Appendix – Development Districts Map



diagrame H:\PLANNING\Public Notification KT.aprx

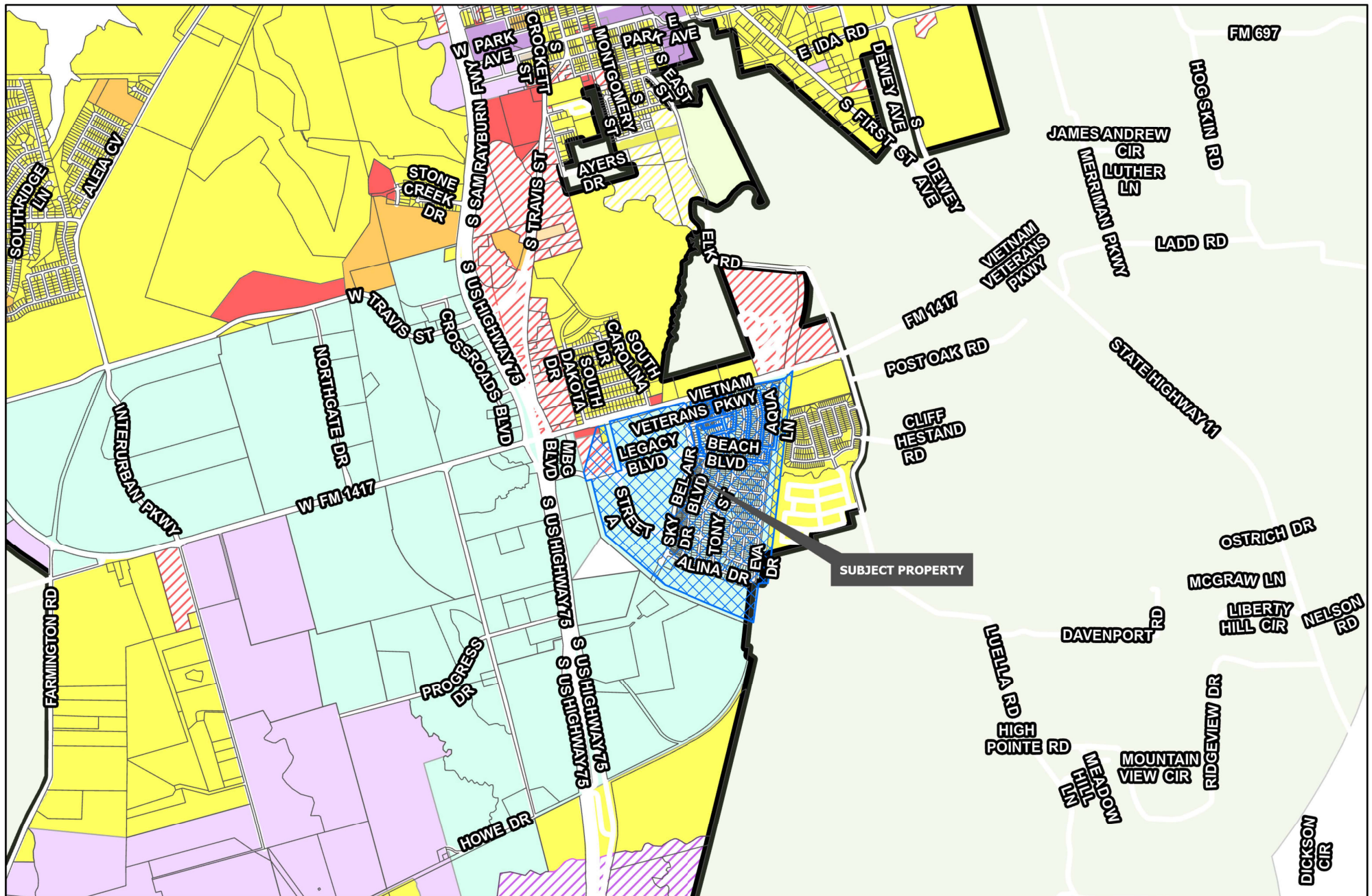


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
300-1000 BLK E FM 1417
(VIETNAM VETERANS PKWY)



Date: 12/31/2024 8:21 AM

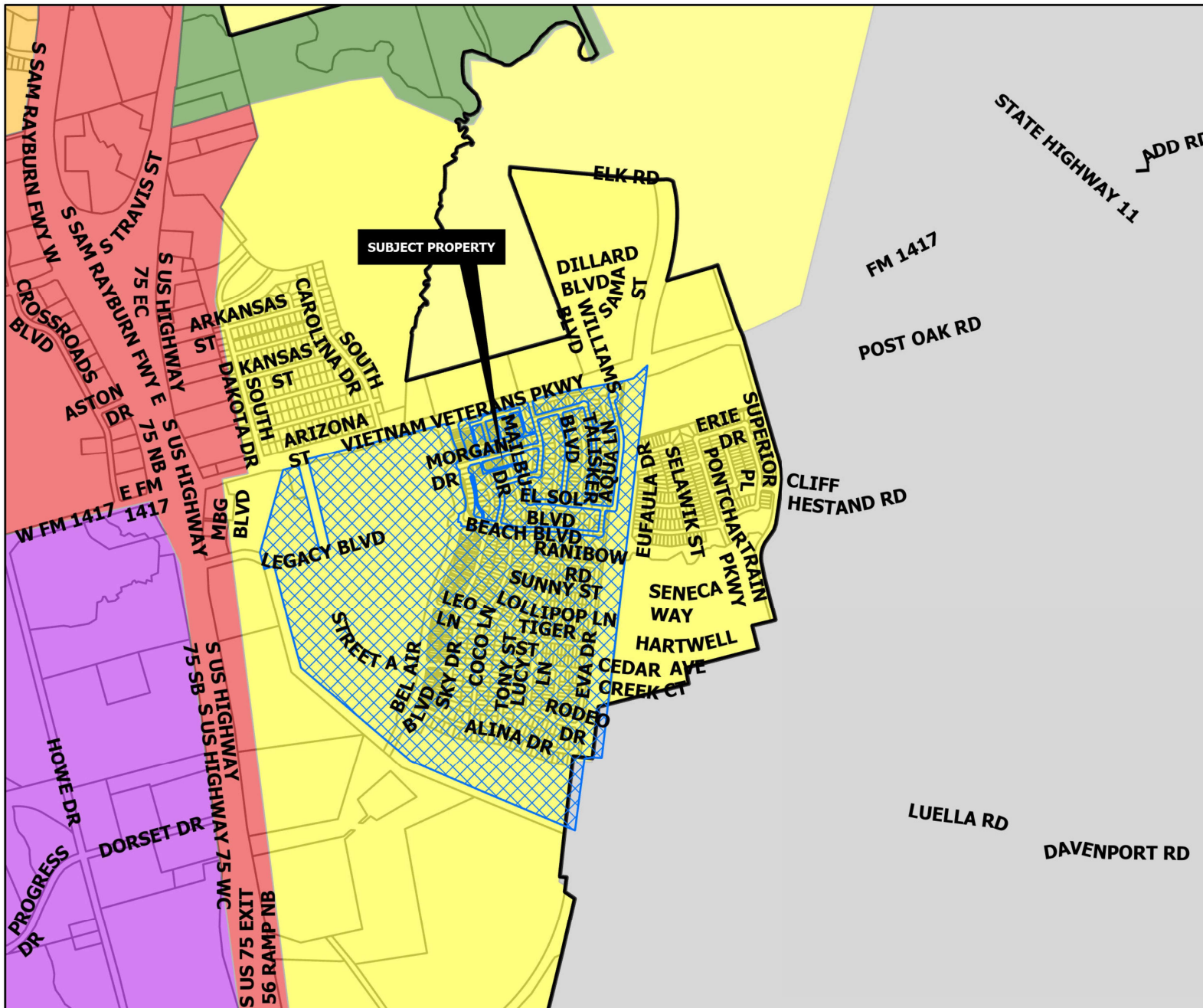


Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

CITY OF SHERMAN
ZONING MAP
300-1000 BLK E FM 1417
(VIETNAM VETERANS PKWY)





SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.



Development Services
Department

	Agriculture/Rural		Core Neighborhood		Technology Hub
	Airport		Downtown		Planning & Zoning
	City Parkland		Regional Commercial		
	Community Commercial		Suburban Neighborhood		

CITY OF SHERMAN
FUTURE LAND USE MAP
300-1000 BLK E FM 1417
(VIETNAM VETERANS PKWY)



9:38

5G+ 

Today

9:19 AM

...

X





November 25, 2024

City of Sherman
Rob Rae
220 W Mulberry
Sherman, TX 75090

RE: Bel Air Beach Club – Planned Development Submittal: Project Narrative

Mr. Rae,

Bel Air Village is a mixed-use community encompassing approximately 288.3 acres east of Highway 75 and immediately south of FM 1417. The Village offers a mix of commercial, residential, and recreational opportunities. The development will also include land set aside for parks, open space, trails, buffers, or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of residential and village urban center uses in proximity to one another. The addition of approximately 10 acres of land adjacent to the development to the west will allow for additional commercial and mixed-use development adjacent to the spring.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shaw' with a stylized flourish underneath.

Kevin Shaw, P.E.
PROJECT ENGINEER
KFM Engineering & Design
TBPE #: F-20821

ORDINANCE NO. 6410

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NOS. 6232 AND 6319, AND AMENDING SECTION 6.12, ORDINANCE NO. 2280, SO AS TO AMEND A PLANNED DEVELOPMENT FOR BEL AIR VILLAGE (ORD. NO. 6319) FORMERLY KNOWN AS TERRA PERPETUA VILLAGE (ORD. NO. 6232) IN THE 300-1000 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERANS PARKWAY), BEING 278.313 ACRES IN THE SHERROD DUNMAN SURVEY, ABSTRACT NO. 329 (TERRA PERPETUA, LLC, OWNERS; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR/CIVIL ENGINEER); PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, the City Council finds that this Planned Development will complement or be compatible with the surrounding developments 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 Planned Development, subject to certain conditions;

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

SECTION 1. Ordinance Nos. 6232 and 6319 are hereby repealed in their entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance Nos. 6232 and 6319 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance Nos. 6232 or 6319 occurring before the effective date of this Ordinance.

SECTION 2. Section 6.12 of Ordinance No. 2280 is hereby amended as follows: The zoning designation of the Property described in Exhibit A, attached hereto, and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development. The

development plans, standards and uses for the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development zoning classification, the additional conditions as set forth and/or depicted in Exhibit B – Development Standards, which is attached hereto and incorporated herein by reference for all purposes.

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

SECTION 3. That this rezoning is granted on the following conditions:

Zoning:

1. All aspects of the Planned Development Ordinance must be followed. (*Chapter 14, Exhibit A, Section 6.2*)
2. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

SECTION 4. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

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

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

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

SECTION 8. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

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

INTRODUCED on this the 7th day of September, 2021.

ADOPTED on this the 7th day of September, 2021.

EFFECTIVE DATE on this the 7th day of September, 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:



RYAN D. PITTMAN, CITY ATTORNEY

**EXHIBIT A
FIELD NOTES**

SITUATED in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being the same tract of land described as 246.134 acres conveyed by Edward C. Greene, Trustee to Rolling Meadows Associates by deed dated September 28, 1984, recorded in Volume 1716, Page 384, Deed Records, Grayson County, Texas, and a tract of land conveyed to C. T. Maddox and J. W. Maddox, by deed dated April 26th, 1965, recorded in Volume 1029, Page 551 Deed Records Grayson County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most Northerly Northwest corner of the said 246.134 acre tract in the South right-of-way line of F. M. Highway No. 1417 from which a ½" steel rod found bears North 15° 22' 34" West a distance of 0.36 feet, said point also being the Northeast corner of the same tract of land described as 0.84 acres conveyed by Richard J. Self and Brieta Self to Eric Popp and Kelly Popp by deed dated March 20, 2010, recorded in Volume 4809, Page 60, Official Public Records, Grayson County, Texas;

THENCE North 75° 03' 39" East with said right-of-way line a distance of 799.69 feet to a concrete monument at an angle point;

THENCE North 71° 14' 48" East continuing with said right-of-way line a distance of 300.67 feet to an angle point at the Southwest base of a concrete monument;

THENCE North 75° 03' 39" East continuing with said right-of-way line a distance of 814.42 feet to the beginning of a curve to the left having a radius of 11,519.16 feet;

THENCE in an Easterly direction continuing with said right-of-way line along said curve, (chord bears North 74° 41' 09" East, 150.78 feet) an arc distance of 150.79 feet to the end of said curve;

THENCE North 74° 18' 39" East continuing with said right-of-way line a distance of 391.99 feet to a point for the most Northerly Northeast corner of the said 246.134 acre tract at the Southwest base of a cross-tie corner post, said point also being the original Northwest corner of the same tract of land described as 32.55 acres conveyed by Frances Maddox to Ruth Ellen Green by deed dated October 8, 2002, recorded in Volume 3331, Page 760, said Official Public Records, also being the Northwest corner of the same tract of land described as 2.00 acres severed from said 32.55 acre tract as conveyed by said Ruth Ellen Green to said Frances Maddox by deed dated October 8, 2002, recorded in Volume 3331, Page 765, said Official Public Records;

THENCE North 74° 18' 25" East a distance of 243.59 feet to a concrete right-of-way marker; Thence North 80° 01' 17" East a distance of 803.99 feet to a ½" steel rod set at an angle point in said right-of-way;

THENCE North 74° 18' 39" East a distance of 95.31 feet to a ½" steel rod set at the intersection of the said right-of-way with the West right-of-way line of the Frisco Railroad;

THENCE South 06° 41' 02" West with said West right-of-way line a distance of 4,025.86 feet to an "L" corner;

THENCE North 83° 18' 58" West a distance of 75.00 feet to an "L" corner;

THENCE South 06° 41' 02" West continuing with said West right-of-way line a distance of 843.85 feet to a ½" steel rod set marking the Southeast corner of the said 246.134 acre tract and the Northeast corner of the same tract of land described as 82.032 acres conveyed by Sherman Development Partnership No. 1 to Sam H. Berry by deed dated October 1, 1993, recorded in Volume 2298, Page 258, Real Property Records, Grayson County, Texas, also being the original Easterly Northeast corner of the same tract of land described as 240.9284 acres conveyed by International Business Machines Corporation to Fisher Controls Company, Inc. by deed dated June 30, 1976, recoded in Volume 1349, Page 493, said Deed Records;

THENCE North 67° 19' 54" West with the Southwesterly line of the said 246.134 acre tract, passing the Northwest corner of the said 82.032 acre tract and continuing for a total distance of 1879.15 feet to a ½" steel rod found at an angle point;

THENCE North 49° 31' 48" West continuing with said Southwesterly line, passing the Northeast corner of Block 1, Lot 1, Blalock Industrial Park, an addition to the City of Sherman as shown by plat of record in Volume 8, Page 92, Plat Records, Grayson County, Texas, also being the Southeast corner of the same tract of land described as 25.264 acres conveyed by said Sherman Development Partnership No. 1 to Liberty Trust Company, Ltd. by deed dated February 7, 2017, recorded in Volume 5948, Page 836, said Official Public Records, and continuing for a total distance of 1553.66 feet to a ½" steel rod found at an angle point;

THENCE North 14° 46' 12" West now with the West line of the said 246.134 acre tract and East line of the said 25.264 acre tract, passing the Northeast corner of the said 25.264 acre tract and the Southeast corner of the same tract of land described as 12.166 acres conveyed by Anthony Aleman to Ramanujam K. Vangipuram and Samrajyam Kolluru by deed dated February 10, 2017, recorded in Volume 5948, Page 638, said Official Public Records, and continuing for a total distance of 1146.71 feet to a ½" steel rod found maintaining the most Westerly Northwest corner of the said 246.134 acre tract and the Southwest corner of the same tract of land described as 13.41 acres conveyed by Garcha Corporation to Sherman Economic Development Corporation by deed dated August 25, 2015, recorded in Volume 5680, Page 685, said official Public Records;

THENCE North 74° 28' 45" East a distance of 642.18 feet to a 1/2" steel rod found maintaining an inside "L" corner to the said 246.134 acre tract and the Southeast corner of the said 13.41 acre tract;

THENCE North 15° 22' 34" West with the Northerly West line of the said 246.134 acre tract a distance of 959.39 feet to the **POINT-OF-BEGINNING AND CONTAINING 278.313 ACRES OF LAND MORE OR LESS.....**

EXHIBIT B

BEL AIR VILLAGE
PLANNED DEVELOPMENT

CITY OF SHERMAN, TEXAS

DESIGN TEAM

ION DESIGN GROUP, LLC

7075 Twin Hills Avenue, Suite 350, Dallas, TX 75231

GFF ARCHITECTS

808 Fairmount St SUITE 300, Dallas, TX 75201

REVISED SEPTEMBER 7, 2021

BEL AIR VILLAGE PLANNED DEVELOPMENT

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I. Components of Bel Air Village Planned Development

A. Introduction

Bel Air Village is a mixed-use community encompassing approximately 278.3 acres east of Highway 75 and immediately south of FM 1417. The Village offers a mix of commercial, residential, and recreational opportunities complemented by almost 14 percent of the land area set aside as parks, open space, trails, buffers, or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of RESIDENTIAL and VILLAGE URBAN CENTER uses in proximity to one another.

Note: Words shown in all CAPITAL LETTERS are defined in VI. Definitions.

B. Village Development Objectives

The Bel Air Village addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- Ensuring buildings relate appropriately to surrounding developments and streets to create cohesive visual identity and attractive street scenes;
- Offering a variety of housing types responsive to current and future residents' desire for a mix of product types based on their demographic and income needs;
- Siting land uses, streets, and pedestrian circulation in a cohesive and complementary layout supportive of the mix of uses and oriented towards the pedestrian realm to enhance and activate streetscapes;
- Applying residential and non-residential architectural FAÇADE elements and finishes;
- Ensuring creation of high quality street and sidewalk environments that are supportive of pedestrian mobility and appropriate to roadway context;
- Creating an enhanced pedestrian realm by the inclusion of wide sidewalks, vegetative avenues and a trail system interconnecting the respective development areas of the village; and,
- Preserving the natural resources of the site to the greatest extent practicable recognizing the value of the floodplain and stream channels as amenities to the development.

C. Key Village Elements

The following enumerates the key elements of the Bel Air Planned Development:

I. Components

A summary of key components covered in the Planned Development, acreages, and overall objectives.

II. Use and Building Envelope Standards

The USE and BUILDING ENVELOPE STANDARDS section establishes basic parameters for permitted and prohibited uses, building siting, lot widths, height, stories, and overall densities.

III. Architectural Standards

The ARCHITECTURAL STANDARDS section governs the VILLAGE URBAN CENTER and VILLAGE RESIDENTIAL DISTRICTS architectural elements and FAÇADE materials, windows, roofs, service areas and other standards.

IV. Lighting, Parking and Signage Standards

The LIGHTING, PARKING and SIGNAGE STANDARDS section establishes the standards for public/private space lighting, provision of adequate parking, and compatible signage.

V. Landscaping and Park/Open Space and Other Recreation Standards

The LANDSCAPING and PARK/OPEN SPACE and OTHER RECREATION STANDARDS section addresses required landscaping and other recreation amenities.

VI. Definitions

The DEFINITIONS section defines terms used within the Bel Air Village Planned Development.

VII. Appendices

The Appendices contain: Appendix A – CONCEPTUAL PLAN MAP; Appendix B – DEVELOPMENT DISTRICT MAP; and Appendix C – STREET CROSS SECTIONS.

D. Conceptual Plan and Development Districts Maps

The Bel Air Village Planned Development includes the CONCEPTUAL PLAN MAP depicting the respective land uses and the DEVELOPMENT DISTRICTS MAP identifying the two regulating districts.

1. Conceptual Plan Map

- a. The CONCEPTUAL PLAN MAP is a depiction of large land use categories that include residential, commercial, open space and major rights-of-way to be developed within the Bel Air Village Planned Development. (See Appendix A – CONCEPTUAL PLAN MAP)
- b. The allocation of land uses and proposed road network may be modified as specific development plans come forward at DETAILED SITE PLAN.
- c. The table below summarizes generalized land use acreages depicted on the CONCEPTUAL PLAN MAP:

Summary Table of Bel Air Village Acreages and Uses

	Acres	%	Units
RESIDENTIAL			
Single-Family Detached & Attached Residential	167.3	60.1	1,900
Mid-Rise Residential & Lagoon Area	51.2	18.4	3,000
COMMERCIAL			
Village Center	4.5	1.6	N/A
OPEN SPACE			
Parks, Open Space, Buffers & Flood Plain Areas	38.6	13.9	N/A
MAJOR RIGHTS-OF-WAY			
Collector Streets (does not include local residential streets)	16.7	6.0	N/A
Total Acres	278.3	100.0%	
<i>Note: Above acreages, units count and percentages are approximate and will be finalized at Site Plan Approval</i>			

2. Development Districts Map

The DEVELOPMENT DISTRICTS MAP consists of two districts, the VILLAGE URBAN CENTER DISTRICT and the VILLAGE RESIDENTIAL DISTRICT. (See Appendix B – DEVELOPMENT DISTRICTS MAP).

- a. VILLAGE URBAN CENTER DISTRICT – land designated for development of COMMERCIAL and MID-RISE RESIDENTIAL uses.
- b. VILLAGE RESIDENTIAL DISTRICT – land designated for development of a mix of DETACHED and ATTACHED SINGLE-FAMILY RESIDENTIAL uses.

II. Use and Building Envelope Standards

A. Village Urban Center District

1. Permitted and Prohibited Uses

- a. Permitted uses
 - (1) VILLAGE URBAN CENTER uses including BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, STUDIO USES, restaurants, coffee shops, except where requiring a SPECIFIC USE PERMIT or prohibited by this Ordinance or the City of Sherman's Zoning Ordinance.
 - (2) COMMERCIAL INDOOR AMUSEMENT
 - (3) HOTEL, FULL-SERVICE or LIMITED-SERVICE
 - (4) MID-RISE RESIDENTIAL
 - (5) SENIOR/ASSISTED LIVING FACILITY
 - (6) SCHOOL, PRIMARY OR SECONDARY
 - (7) SKILLED NURSING HOME FACILITY
 - (8) RECREATIONAL LAGOON
- b. Permitted ACCESSORY USES
 - (1) AFFILIATED RESIDENTIAL USES
 - (2) AMENITY CENTER
 - (3) Home Occupations
 - (4) PARK/OPEN SPACE
 - (5) Special events
 - (6) STRUCTURED PARKING
- c. Uses permitted upon review and approval of a SPECIFIC USE PERMIT
 - (1) Alcoholic beverage sales and for any qualified restaurants serving alcoholic beverages on site
 - (2) CIVIC BUILDING
 - (3) Telephonic, radio, television or microwave, communication antennas and tower
- d. Prohibited uses
 - (1) Check cashing businesses, payday advance/loan businesses, car or motor vehicle title loan businesses, or credit access businesses as defined by applicable provisions of Texas Finance Code.
 - (2) Gas wells
 - (3) Industrial, manufacturing, and warehousing uses
 - (4) Outside storage, unscreened
 - (5) Sexually oriented business
 - (6) Tattoo parlors
 - (7) Vape businesses
 - (8) Vehicle-related sales or repair

2. Building Lot Dimensional Standards

a. Dimensional Table

	Min. Lot Width (ft)	Min. Lot Depth (ft)	Min. Front Yard Setback (ft)	Min. Rear Yard Setback (ft)	Min. Side Yard Setback (ft)	Maximum Units /Ac.	Max. Stories	Max. Building Height (ft)	Max. Lot Coverage (%)
Village Urban Center	N/A	N/A	0	0	0	85	5	75'	80

b. Additional Dimensional Standards

- (1) Permitted lot coverage for uses not listed in the Dimensional Table shall be determined upon approval of a SPECIFIC USE PERMIT or DETAILED SITE PLAN.
- (2) Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plain view is no greater than twenty-five percent (25%) of the first floor footprint may exceed the height limits by up to twenty (20) feet.
- (3) Mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twelve (12) feet above the actual building height, provided that:
 - (a) The equipment is set back from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height; or
 - (b) The exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building shall be constructed as architecturally integral parts of the building FAÇADE(S).

B. Village Residential District

1. Permitted and Prohibited Uses

a. Permitted uses

- (1) SINGLE-FAMILY DETACHED RESIDENTIAL (SFD)
- (2) SINGLE-FAMILY ATTACHED RESIDENTIAL (SFA)

b. Permitted ACCESSORY USES

- (1) ACCESSORY BUILDING or STRUCTURE
- (2) AFFILIATED RESIDENTIAL USES
- (3) AMENITY CENTER
- (4) Home Occupations
- (5) PARK/OPEN SPACE

c. Uses permitted upon review and approval of a SPECIFIC USE PERMIT

- (1) CIVIC BUILDING
- (2) SCHOOL, PRIMARY OR SECONDARY
- (3) SENIOR/ASSISTED LIVING FACILITY and/or SKILLED NURSING HOME FACILITY and any STRUCTURED PARKING
- (4) Special events

d. Prohibited uses

Any use that is not expressly set forth as a permitted use in this Subsection "VILLAGE RESIDENTIAL DISTRICT" or not considered incidental to the primary permitted use.

2. Building Lot Dimensional Standards

a. Dimensional Table

Description	Single-Family Residential Detached	Single-Family Residential Attached
Building Type	Detached	Attached
Minimum Lot Area	4000 square feet	1200 square feet
Maximum Density	12 units per acre	24 units per acre
Minimum Lot Width	40 feet	20 feet
Minimum Lot Depth	90 feet	50 feet
Front Yard Setback (Alley-Loaded)	10 feet	6 feet
Front Yard Setback (Front-Loaded)	10 feet (building); 20 feet (garage door)	N/A
Side Yard Setback		
Interior Lot	5 feet	0 feet (side abutting another unit); 5 feet (side not abutting another unit)
Interior Lot (Zero Lot Line)	1 foot one side, 9 feet other side	N/A
Corner Lot	10 feet	10 feet
Minimum Rear Yard Setback	10 feet	5 feet
Maximum Building Height	2.5 story, 40 feet	3 story, 50 feet

b. Additional Dimensional Standards

- (1) Zero lot line development shall have a five (5) foot maintenance easement within the lot that abuts the 1-foot side of adjacent lot for maintenance.
- (2) SINGLE-FAMILY ATTACHED RESIDENTIAL shall be alley-loaded with overall building length not to exceed two hundred (200) feet and a required building separation of not less than ten (10) feet between buildings.

III. Architectural Standards

A. Architectural Standards – Village Urban Center District

1. Building FAÇADE Materials

- a. Permitted primary building materials (which must cover not less than 85% of the area of the FAÇADE) shall be:
 - (1) MASONRY/STONE
 - (2) STUCCO/PLASTER
 - (3) Hardie-Plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a SPECIAL EXCEPTION as a part of DETAILED SITE PLAN approval
- b. Accent building materials (no greater than 15% of the area of the FAÇADE) may be:
 - (1) Pre-cast masonry (for trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (for trim elements only)
 - (3) Metal (for beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (only for piers, foundation walls and chimneys)
 - (5) EIFS

2. Building AWNINGS and CANOPIES

- a. Materials, Illumination and Location
 - (1) AWNINGS and CANOPIES shall be architectural and constructed with fully opaque materials that complement the building to which they are attached; provided, however, no shiny or reflective materials are permitted.
 - (2) AWNINGS and CANOPIES shall not be internally illuminated in a manner that illuminates the AWNINGS or CANOPY material; provided, however, downward lighting limited to lighting the building FAÇADE, sidewalk areas, and seating areas, is permitted to be installed beneath AWNINGS and CANOPIES.

3. Building Roofs

- a. Permitted Roof Materials
 - (1) Architectural asphalt shingles
 - (2) Tile, clay or concrete (faux clay)
 - (3) Slate (equivalent synthetic or better)
 - (4) Metal (standing seam, equivalent or better)
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent determined by BUILDING OFFICIAL
- b. Flat Roofs – roof material interior to the PARAPET shall not be visible from any adjacent ground-level areas.

4. Building Mechanical, Underground Utilities, and Solid Waste Facilities

- a. Mechanical Equipment
 - (1) Ground level transformers, HVAC equipment, lift stations, utility meters, and other machinery shall be located at the rear of the lot where practical
 - (2) Roof mounted equipment shall be screened from view from the PUBLIC SPACE where practical.
- b. All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of DETAILED SITE PLAN.

c. Solid Waste Collection and Disposal

- (1) Location of solid waste facilities shall be approved at time of DETAILED SITE PLAN.
- (2) Solid waste facilities including trash compactors shall be screened by a MASONRY wall of a height that is at least one (1) foot above the height of the solid waste facility or trash compactor. Such screening wall shall be built with the same materials as used for the principal building, or an otherwise CITY approved material
- (3) Access to Solid waste facilities shall be provided by a metal gate or door equal in height of the wall and shall remain closed at all times when not being accessed for purpose of disposing solid waste into, or collecting for off-site disposal from, the facility.

B. Architectural Standards – Village Residential District

1. Architectural Diversity

- a. Floor plans and front FAÇADES of the same PRIMARY BUILDING MATERIAL color for SINGLE-FAMILY DETACHED RESIDENTIAL shall be separated from one another by no fewer than three (3) lots for same floor plans and no fewer than four (4) lots for the same front FAÇADE.
- b. No combination of the same masonry color, mortar color, and sand color shall be repeated for SINGLE FAMILY DETACHED RESIDENTIAL buildings located on adjacent lots.
- c. The following list of architectural elements shall be incorporated into FAÇADES of SINGLE-FAMILY DETACHED RESIDENTIAL buildings with a choice of at least two (2) different elements occurring no more often than every fourth (4th) lot and be included in the DETAILED SITE PLAN:
 - (1) BALCONY
 - (2) Front Porch (may occur more often than every 4th lot)
 - (3) Chimney
 - (4) Patio courtyard
 - (5) MASONRY, stone, or cast stone accents
 - (6) Double entry doors
 - (7) Covered entry
 - (8) DORMERS
 - (9) Cedar shutters
 - (10) Natural stone (30% front FAÇADE)
 - (11) 10:12 or great roof pitch (may occur more often than every 4th lot)
 - (12) Gables with architecture feature
 - (13) Arch top windows
 - (14) Circle top windows
 - (15) Stained wood columns

2. Building FAÇADES

FAÇADE treatments are those portions of a building's STREET FRONTAGE FAÇADE elevation extending from the ground to the roof that consists of a single layer or architectural expression.

- a. RESIDENTIAL buildings shall have a finished floor elevation of not less than one (1) foot above the top of the front curb elevation.
- b. Wall openings shall not span vertically more than one story.

3. Building FAÇADE Materials

- a. Permitted primary building materials (which must cover not less than 85% of each area of the area of the FAÇADE) shall be:
 - (1) MASONRY/STONE
 - (2) STUCCO/PLASTER
 - (3) Hardie-Plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a SPECIAL EXCEPTION as a part of SITE PLAN approval
- b. Accent building materials (which may cover no more than 15% of the area of the FAÇADE) may be:
 - (1) Pre-cast masonry (limited trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (limited to trim elements only)
 - (3) Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (but used only for piers, foundation walls and chimneys)
 - (5) EIFS
- c. Calculation of the percentage of the area of permitted building materials on a FAÇADE shall not include:
 - (1) The area occupied by windows and doors (including garage doors); and
 - (2) Other architectural features above the roofline, or areas not in plane with first-floor wall.

4. Building Windows

Windows shall conform to the following:

- a. Window Materials
 - (1) Specialty windows such as stained, opalescent, or glass block shall be permitted in limited amounts but in no case greater than fifteen (15) percent of the total window area of the FAÇADE.
 - (2) Solar screens are permitted only on FAÇADES not visible from the PUBLIC SPACE.
- b. Window Configurations
 - (1) The horizontal dimension of the window opening shall not exceed the vertical dimension except as provided in subparagraph b. (2), below.
 - (2) A maximum of five (5) windows may be mulled horizontally together to form a compound window which may be wider than it is tall if each grouping is separated by a mullion, column, pier or wall section that is not less than seven (7) inches wide.
- c. Alterations to these standards may be granted as part of a DETAILED SITE PLAN.

5. Building Roofs and PARAPETS

- a. Permitted Roof Materials
 - (1) 30-year dimensional shingles.
 - (2) Tile, clay or concrete (faux clay).
 - (3) Slate (equivalent synthetic or better).
 - (4) Metal on porches and accent roofs.
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent determined by BUILDING OFFICIAL.
 - (6) Roofing materials shall have a minimum 30-year rated warranty.
- b. Authorized Roof Configurations
 - (1) Pitched Roofs

Hip and gable roofs shall be symmetrically pitched 8:12 or greater.

(2) Flat Roofs

Roof material interior to the PARAPET shall not be visible from any adjacent ground-level areas.

c. Roofs, Dormers and Chimneys

(1) DORMERS and chimney chases above the roof structure shall be finished with a permitted PRIMARY BUILDING MATERIAL

(2) Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior. Finished construction that provides for an exposed pre-fabricated metal flue piping (other than gas appliance vent stacks required by applicable construction codes) is prohibited

6. Underground Utilities

- a. All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of DETAILED SITE PLAN.

IV. Lighting, Parking and Signage Standards

A. Lighting

1. STREET Lights

- a. STREET LIGHTS shall be install in accordance with the following:
 - (1) MAJOR STREETS – spaced a maximum of one hundred and fifty feet (150) feet including one (1) at each intersection.
 - (2) MINOR STREETS – spaced a maximum of one hundred feet (100) feet including one (1) at each intersection.
 - (3) LOCAL STREETS – lighting shall be at each intersection.
- b. STREET LIGHTS shall not cast a perceptively unnatural spectrum of light (such as low-pressure sodium) or project light skyward (dark sky friendly lighting).

2. VILLAGE URBAN CENTER Lighting

- a. An exterior Lighting Plan shall be approved as part of the DETAILED SITE PLAN for the VILLAGE URBAN CENTER.
- b. Lighting Standards
 - (1) Site lighting shall be of a design, height, and location to illuminate only the lot on which the light fixture is located unless illumination across lot lines is by a lighting fixture is authorized by the approved lighting plan included in the approved DETAILED SITE PLAN.
 - (2) Lighting elements shall not cast a clearly/perceptively unnatural spectrum of light (such as low pressure sodium). Lighting elements shall be limited to incandescent, metal halide, or halogen type fixtures.
 - (3) No flashing, traveling, animated, or intermittent lighting shall be visible from the exterior of any building whether such lighting is of temporary or long-term duration.

B. Parking

1. Parking Standards

- a. SINGLE-FAMILY RESIDENTIAL
 - (1) SINGLE-FAMILY RESIDENTIAL DETACHED and ATTACHED shall provide a minimum of two (2) garage parking spaces that shall remain usable for parking of two (2) passenger vehicles.
 - (2) Additional visitor parking (on or off street) shall be provided for SINGLE-FAMILY RESIDENTIAL uses at a rate of one (1) space per four (4) dwellings located within five hundred (500) feet for any SINGLE-FAMILY RESIDENTIAL lot providing parking for less than four (4) vehicles.
- b. MID-RISE RESIDENTIAL
 - (1) A minimum of 1.5 parking spaces shall be provided for each MID-RISE RESIDENTIAL unit.
 - (2) Additional onsite visitor parking shall be provided for MID-RISE RESIDENTIAL at a rate of one (1) space per six (6) units.
- c. VILLAGE URBAN CENTER
 - (1) For uses other than MID-RISE RESIDENTIAL, a Parking Plan prepared by a Texas professional engineer shall be submitted to the CITY that sets forth how the uses in the VILLAGE URBAN CENTER will accommodate parking demand. The Parking Plan shall be based on the parking standards set forth herein, or in the absence of a standard for a proposed use, shall be established as part of the approved DETAILED SITE PLAN.
 - (2) Required parking ratios for VILLAGE URBAN CENTER uses shall be:
 - (a) Office – 1 space per 300 square foot

- (b) Retail – 1 space per 250 square foot
- (c) Restaurant – 1 space per 150 square foot

2. On-Street Parking

- a. On-street parallel parking shall be eight (8) feet in depth and twenty-two (22) feet length.
- b. On-street parking may be counted towards meeting off-street parking requirements if authorized by the approved DETAILED SITE PLAN.

C. Signage

1. Signage Plan

- a. A Comprehensive Sign Plan shall be submitted to the CITY as part of the DETAILED SITE PLAN.
- b. Only individual lettering on a VILLAGE URBAN CENTER signage may be internally lit.
- c. Lettering on AWNINGS and CANOPIES shall be limited to six (6) inches tall located only on vertically hanging fabric at curbside.

2. Prohibited or Limited Signs

- a. Billboards, off-premises, pole signs, marquees, animated, flashing or intermittent signs, and roof and painted building FAÇADE signs are prohibited.
- b. Portable or wheeled signs and advertising devices located outside any building shall be prohibited.

V. Landscaping and Park/Open Space Standards

A. Landscaping

1. Landscaping – Trees

a. STREET TREES

- (1) MAJOR STREETS shall have STREET TREES planted along the PARKWAY with a spacing of no greater than one hundred (100) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (2) MINOR and LOCAL STREETS shall have STREET TREES planted along the PARKWAY with a spacing of no greater than seventy-five (75) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (3) For on-street parking spaces where bump-outs are utilized for parallel parking, one (1) STREET TREE shall be planted in each bump-out.
- (4) STREET TREES shall be at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

b. VILLAGE URBAN CENTER TREES

- (1) Where the primary structure is located within twenty (20) feet of the front property line, the VILLAGE URBAN CENTER use shall be only responsible for planting STREET TREES in accordance with standards for STREET TREES on MAJOR STREETS.
- (2) Where the primary structure is located greater than twenty (20) feet from the front property line, the following tree planting shall be required:
 - (a) One tree at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting for each fifty (50) feet of linear STREET FRONTAGE, which trees shall be planted within fifteen (15) feet of the front property line.
 - (b) Trees may be planted in groups with appropriate spacing for species.
 - (c) The trees required by this Subparagraph b. shall be in addition to the required STREET TREES.

c. SINGLE-FAMILY RESIDENTIAL TREES

(1) General

- (a) Required FRONT YARD TREES shall be in addition to the required STREET TREES
- (b) Required FRONT YARD TREES shall be at least three (3) inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

(2) Required FRONT YARD TREES

- (a) Lots having building setbacks of ten (10) feet or less no FRONT YARD TREES shall be required.
- (b) Lots having building setbacks of greater than ten (10) feet one (1) FRONT YARD TREES shall be required.

2. Landscaping – Yards

a. VILLAGE URBAN CENTER Yards

- (1) Required Landscaping shall be approved as a part of DETAILED SITE PLAN approval.

b. SINGLE-FAMILY RESIDENTIAL LOTS Yards

- (1) For lots widths of forty (40) feet or greater, no fewer than four (4) five (5) gallon shrubs and twelve (12) one (1) gallon shrubs shall be planted.

- (2) For lots widths twenty-five (25) feet and less than forty (40) feet, no fewer than three (3) five (5) gallon shrubs and eight (8) one (1) gallon shrubs shall be planted.
- (3) For lots widths less than twenty-five (25) feet, no fewer than two (2) five (5) gallon shrubs and six (6) one (1) gallon shrubs shall be planted.
- (4) SINGLE-FAMILY RESIDENTIAL lots shall have full sod installed within any portion of the front yard and side yard abutting a STREET not covered by walkways, driveways, trees, shrubbery, ground cover or planting beds, or other approved landscape materials.
- (5) Decorative rocks shall be permitted in limited amounts and within areas between structures where plant material is difficult to maintain.

3. Landscaping – Parking Lots

- a. Five (5) linear feet of landscaped evergreen screening and/or masonry wall at a height of three (3) feet shall be planted between the STREET right-of-way and the parking area in all parking areas within a parking lot abutting a STREET.
- b. The following interior landscaping shall be planted in off-street, surface parking that contains twenty (20) or more parking spaces:
 - (1) Twenty (20) square feet of landscaping for each parking space shall be installed within the paved boundaries of the parking area.
 - (2) Landscaped islands shall be located at the ends of all parking rows and one (1) landscaped island for each twenty (20) parking spaces in a parking row shall be located on the interior of each parking row. The location the landscape islands within parking areas shall be approved as part of the DETAILED SITE PLAN
 - (3) No fewer than one (1) tree, three-inch (3) caliper inch minimum as measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting shall be planted in each parking lot landscaped island.
 - (4) Landscaped islands shall be not less than six (6) feet wide, not less than ninety percent (90%) of the abutting parking space in length, and planted with approved ground cover.
 - (5) Landscaped areas shall be protected by a raised six (6) inch concrete curb with pavement placed no closer than three (3) feet from the trunk of a tree if no CITY-approved root barrier has been installed.

4. Landscaping – Fences/Walls

- a. Fences/Walls – General
 - (1) Metal fencing shall be ornamental metal, tubular steel or similar material with a consistent design and finished in black.
 - (2) MASONRY walls shall be constructed with MASONRY materials compatible with adjacent buildings.
 - (3) Wood fencing adjacent to STREETS shall be board-on-board with capping, pre-stained cedar, with steel posts.
 - (4) Fences and walls exceeding eight (8) feet in height are prohibited except to screen service areas of VILLAGE URBAN CENTER.
 - (5) Fence and wall materials and location shall be approved as part of the DETAILED SITE PLAN.
- b. Fencing/Walls – MAJOR STREETS
 - (1) WOOD fencing along MAJOR and MINOR STREETS is prohibited.
 - (2) MASONRY walls exceeding two (2) feet in height shall be designed with footings approved by a structural engineer or other appropriately licensed professional.
- c. Fences/Walls – RESIDENTIAL
 - (1) No fence or wall shall be permitted within front yards except on corner lots, wherein approved ornamental metal fences, not exceeding five (5) feet in height, may be installed within the front yard not serving as the main entry point to the dwelling (i.e. the side yard along the STREET).

- (2) On RESIDENTIAL lots abutting or facing a PARK/OPEN SPACE, only ornamental metal fencing shall be used on the side of the lot facing the PARK/OPEN SPACE unless another material approved as part of the DETAILED SITE PLAN.
- (3) Fences and walls consisting of materials or placed in locations not otherwise authorized by this Subparagraph may be approved as part of the approved DETAILED SITE PLAN.

5. Landscaping – Irrigation

Permanent automatic irrigation systems shall be designed, installed, and operated for all required landscaping.

6. Landscaping – Completion

- a. No certificate of occupancy for any building on any lot may be issued until all required irrigation systems, trees and other plant materials have been installed and/or planted on the lot.
- b. Due to on-going drought conditions, the CITY may authorize delaying planting of new landscape materials, in which case, a certificate of occupancy may be issued.
- c. In the event of such authorized delay, all landscape materials shall be planted not later than the date provided in the authorization. Failure to install all landscaping by the date set forth in the delay authorization shall be a violation of this Ordinance.

B. Park/Open Space

1. PARK/OPEN SPACE

- a. VILLAGE URBAN CENTER
 - (1) VILLAGE URBAN CENTER uses, other than MID-RISE RESIDENTIAL, shall not be required to set aside a percentage of lot area for PARK/OPEN SPACE.
 - (2) MID-RISE RESIDENTIAL shall allocate not less than ten percent (10%) of the lot area to PARK/OPEN SPACE.
 - (a) Landscaped parking areas, walkways, yards and entries shall be considered PARK/OPEN SPACE.
 - (b) Areas designated as PARK/OPEN SPACE shall be shown on the approved DETAILED SITE PLAN.
- b. VILLAGE RESIDENTIAL
 - (1) Areas designated as PARK/OPEN SPACE shall be shown on all approved DETAILED SITE PLANS.
 - (2) PARK/OPEN SPACE shall be maintained by either a property or homeowners association or by the CITY if designated public PARK/OPEN SPACE.

2. PEDESTRIAN PATHWAYS

- c. PEDESTRIAN PATHWAYS shall be a minimum of six (6) feet in width on MAJOR and MINOR STREETS and five (5) feet on LOCAL STREETS.
- d. PEDESTRIAN PATHWAYS shall be installed at all required locations on a lot prior to issuance of a certificate of occupancy of the first building constructed on the lot or, if the issuance of a certificate of occupancy is required, the commencement of the provision of utilities to any building on the lot.

VI. Definitions

A. Purpose

The words and phrases as used in this ORDINANCE shall have the following meanings unless the context of such use clearly indicates otherwise. Words and phrases not defined within the Definitions, but which are defined in the City of Sherman's Zoning Ordinance shall have the meaning provided such words and phrases in the Zoning Ordinance. Wherever a word or phrases is printed in CAPITAL LETTERS, it is being used as defined herein.

B. Terms Defined

ACCESSORY BUILDING OR STRUCTURE (RESIDENTIAL DISTRICT) – A subordinate building or structure, detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, tool house, lathe or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house, garden shelter or swimming pool, but not involving the conduct of a business.

ACCESSORY USE (see USE).

AFFILIATED RESIDENTIAL USES (see USE).

ALLEY – A public space or drive which affords secondary means of access to abutting property.

AMENITY CENTER – An OPEN SPACE area developed as a recreational center for the use by VILLAGE residents and their guests that may include pools, hot tubs, meeting rooms, workout spaces, bathrooms, playgrounds and similar uses.

AWNING – A cantilevered, projected or suspended cover over the sidewalk portion of the PUBLIC SPACE. This also includes roof-like coverings, usually of canvas or metal and often adjustable, placed over the sidewalk, windows, or doors to provide protection from sun and rain.

BALCONY – An exterior platform attached to the building FAÇADE extending outward from an interior room located above a GROUND STORY.

BLOCK – An area enclosed by streets and occupied by or intended for buildings; or if said word is used as a term of measurement, it shall mean the full length along the street between the intersection of two streets.

BUILDING HEIGHT – For VILLAGE URBAN CENTER uses, BUILDING HEIGHT is measured in STORIES; for SINGLE-FAMILY RESIDENTIAL uses, BUILDING HEIGHT is measured from the existing grade to the midpoint of a gabled roof line or the top of the PARAPET or mansard roof.

BUILDING OFFICIAL – The official appointed to enforce the ZONING ORDINANCE.

CANOPY – An architectural projection of canvas or similar material that provides weather protection over an area and is supported by the building to which it is attached and at the outer end by not less than two posts.

CITY – City of Sherman, Texas.

CIVIC BUILDING – Publicly- or privately-owned buildings that are open to the public for non-COMMERCIAL purposes.

COMMERCIAL INDOOR AMUSEMENT (see USE).

COMMERCIAL USE (see USE).

CONCEPTUAL PLAN – Proposed land uses as shown on the CONCEPTUAL PLAN.

DETAILED SITE PLAN – A site plan approved by the City of Sherman.

DEVELOPMENT DISTRICTS

VILLAGE URBAN CENTER – Land designated on the DEVELOPMENT DISTRICT MAP as VILLAGE URBAN CENTER intended for more flexible development standards allowing for VILLAGE URBAN CENTER uses ranging from single lot projects such as big-box stores and hotels to larger-scale shopping centers and business centers as well as MID-

RISE RESIDENTIAL uses.

VILLAGE RESIDENTIAL DISTRICT – Land designated on the DEVELOPMENT DISTRICT MAP as RESIDENTIAL Intended for a mix of DETACHED and ATTACHED RESIDENTIAL.

DORMER – Small, roofed ancillary structures with windows providing light and air to habitable space within the roof.

EXTERIOR INSULATION AND FINISH SYSTEM or “EIFS” - a no-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

FAÇADE – Exterior building face.

FENESTRATION – Openings in the building wall allowing light and views between interior and exterior measured as glass area.

FRONT SETBACK LINE – The line at which the building FAÇADE shall be located adjacent to or behind.

FRONT YARD TREE (see TREE, FRONT YARD).

HEIGHT (see BUILDING HEIGHT)

HOTEL, FULL SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays with one or more restaurants and lounges, food and beverage catering, conference meeting rooms, recreational amenities, and STRUCTURED PARKING.

HOTEL, LIMITED SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays that may offer a business center, pool/whirlpool, workout room, a meeting room and a lobby marketplace for snacks and beverages; the establishment may offer restaurant services geared to primarily hotel guests.

LOT, CORNER – A lot that is bounded by intersecting STREETS.

LOT COVERAGE – The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot or the area determined as the maximum cross-sectional area of the building; eaves, drives, uncovered patios/porches, sidewalk, and similar improvements are excluded from LOT COVERAGE computations.

LOT LINE – The lines bounding a lot.

LOT WIDTH – The width of the lot as measured at the FRONT SETBACK LINE.

MAJOR STREET (see STREET, MAJOR).

MASONRY/STONE – Defined as construction material three (3) inches or thicker composed of natural stone, kiln fired clay brick, decorative concrete block or other masonry material approved by the CITY’S BUILDING OFFICIAL.

MINOR STREET (see STREET, MINOR).

OFFICE BUILDING – A building used to house OFFICE USES.

PARAPET – A low wall projecting from the edge of a platform, terrace, or roof.

PARAPET HEIGHT – Where used to limit building height, PARAPET HEIGHT is the distance measured at the top of the parapet, including any coping.

PARK (see OPEN SPACE).

PARK/OPEN SPACE – Land and water designed for active and/or passive recreational enjoyment, but also including small vegetative spaces, flood plains, AMENITY CENTERS, development entries, PEDESTRIAN PATHWAYS; areas located within a SINGLE-FAMILY RESIDENTIAL LOT or within a public right-of-way shall not be considered PARK/OPEN SPACE.

PARKWAY – An area located immediately between the street curb and sidewalk in which STREET TREES and street lights and other such infrastructure are placed.

PEDESTRIAN PATHWAY – A paved walkway/sidewalk that provides pedestrian access throughout a community to VILLAGE URBAN CENTER and RESIDENTIAL uses; PEDESTRIAN PATHWAYS are not considered appropriate for bicycle use.

PLANNING AND ZONING COMMISSION – The Planning and Zoning Commission of the City of Sherman, Texas.

PUBLIC SPACE – The public domain commonly referred to as the public STREETS, ALLEYS and rights-of-way but can include travel lanes, PARKWAYS, PEDESTRIAN PATHWAY, and PARK/OPEN SPACE.

REAR LOT LINES – Lot lines located at the rear of the property and often abutting ALLEYS.

RETAIL (see USE).

RESIDENTIAL (see USE)

SCHOOL, PRIMARY OR SECONDARY – A school operated by an independent school district, religious entity or private corporation providing a kindergarten, elementary and/or secondary curriculum.

SCHOOL, COLLEGE OR UNIVERSITY – An academic institution of higher learning, accredited or recognized by the State and offering a program or series of programs of academic study.

SENIOR/ASSISTED LIVING FACILITY – A residential living facility for older adults that may include independent living arrangements designed exclusively for seniors, generally those 55 years or older, to live independently within an apartment-style facility or freestanding home; it may also include, as an ACCESSORY USE, living facilities that offer a larger range of services for residents as their level of care expands, as long as the resident does not need skilled 24-hour nursing care.

SKILLED NURSING HOME FACILITY – State-licensed long-term care residential living facility offering 24-hour medical care provided by registered nurses, licensed practical nurses and/or certified nurse assistants for residents who are totally dependent on nursing care or short-term rehabilitation between hospital and home.

STORY – That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

STORY, GROUND – The first level of a building at or above grade.

STREET – A public thoroughfare used for vehicular traffic usually within dedicated right-of-way; this definition does not include ALLEYS, CITY fire lanes, driveways, or access aisles or easements.

STREET LIGHT – A luminaire installed on both sides of a STREET within the public right-of-way.

STREET, MAJOR – A STREET having four or more travel lanes with rights-of-way greater than seventy (70) feet.

STREET, MINOR – A STREET having three or less travel lanes with rights-of-way exceeding sixty (60) feet but not exceeding seventy (70) feet.

STREET, LOCAL – A STREET having two travel lanes with rights-of-way sixty (60) feet or less.

STREET FRONTAGE – That portion of the lot or building that is coincident with the FRONT SETBACK LINE.

STREET TREE (see TREE, STREET).

STUCCO/PLASTER – Stucco/Plaster material shall only be considered as meeting the masonry requirement when applied using a 3-step process over diamond metal lath mesh to a 7/8-inch thickness or by other processes producing comparable cement stucco finish with equal or greater strength, durability, and fire resistive specifications.

TREE, STREET – A tree planted in the PARKWAY.

TREE, FRONT YARD – A tree planted in a front yard area.

USES

ACCESSORY USE – A use of land or building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use; within a RESIDENTIAL DISTRICT this may include a pool, children's play equipment, gazebo, picnic table, etc.

AFFILIATED RESIDENTIAL USE – A use intended for the residents and their guests of a RESIDENTIAL use that includes a leasing office, fitness center, game room, laundry, pool, amenity center and other residential-related services and uses.

BUSINESS SERVICE USE – Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, including but not limited to advertising and mailing; building maintenance; employment service; management and consulting services; equipment rental and leasing (does not include outside storage or heavy construction equipment); commercial research; development and testing; photo finishing; and supplies services.

CIVIC USE – Community uses including the following: meeting halls; libraries; schools (kindergarten through college); police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; government functions open to the public; and, other similar uses.

COMMERCIAL INDOOR AMUSEMENT USE – Commercial establishments wholly contained within a building that provide amusement, entertainment or games of skill for a fee or admission charge including, but not limited to, billiards, bowling, video or game arcades, movie theaters, and skating rinks.

COMMERCIAL USE – Includes BUSINESS SERVICES, OFFICES, PERSONAL SERVICES, RETAIL SERVICES, RETAIL SPECIALTY USES, RETAIL TRADE USES, STUDIO USES, and RECREATIONAL LAGOON.

PERSONAL SERVICE USE – Establishments primarily engaged in providing services involving the care of a person or his or her apparel, including laundry, cleaning and garment services, garment pressing, coin operated laundries, beauty shops, barber shops, shoe repair, reducing salons and health clubs, clothing rental, doctors, dentists, chiropractors, veterinarians, etc.

OFFICE USE – Includes, but are not limited to lawyers, engineers, architects, landscape architects, accountants, insurance agencies, economic consultants, general business offices, or other similar professions.

RECREATIONAL LAGOON – A large, artificially-created recreational water body for swimming and other water-related activities (can be a COMMERCIAL or CIVIC use).

RESIDENTIAL USE – A range of housing uses that encompass SINGLE-FAMILY and MID-RISE uses, and SENIOR/ASSISTED and/or SKILLED NURSING HOME FACILITIES.

RESIDENTIAL, SINGLE-FAMILY ATTACHED – A SINGLE-FAMILY RESIDENTIAL use constructed in a group of two (2) or more attached units separated by property lines in which each unit extends from foundation to roof.

RESIDENTIAL, SINGLE-FAMILY DETACHED – A free-standing, SINGLE-FAMILY RESIDENTIAL use occupying a single lot not sharing any walls in common with adjacent SINGLE-FAMILY RESIDENTIAL use.

RESIDENTIAL, MID-RISE – A multi-storied residential building containing multiple separate housing units above one another for residential purposes within one building or complex, commonly referred to as “apartments;” this definition does not include a HOTEL or any short-term stay facility (stays of less than six months) but may include ground-floor commercial.

RESIDENTIAL, SINGLE-FAMILY – A residential dwelling occupied by persons living as a single household unit; this definition includes DETACHED and ATTACHED residential uses but does not include MID-RISE RESIDENTIAL.

RETAIL SERVICE USE – Establishments providing services, as opposed to products, to the general public, including restaurants, LIMITED and FULL SERVICE HOTELS, finance, real estate and insurance, travel agencies, health and educational services, and galleries.

RETAIL SPECIALTY USE – Include, but are not limited to the sale of gifts, antiques, flowers, books, jewelry, wearing apparel or craft shops making articles exclusively for sale at retail on the premises. Establishments selling used goods or merchandise and retail store sales consisting primarily of specialty and novelty items as defined by City of Sherman Resolution No. 77-028 are specifically excluded.

RETAIL TRADE USE – Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Establishments primarily engaged in the selling of used goods or merchandise are specifically excluded.

STUDIO USE – Includes, but is not limited to dance, art, music, photography, radio or television and specifically excluding any type of sexually oriented business.

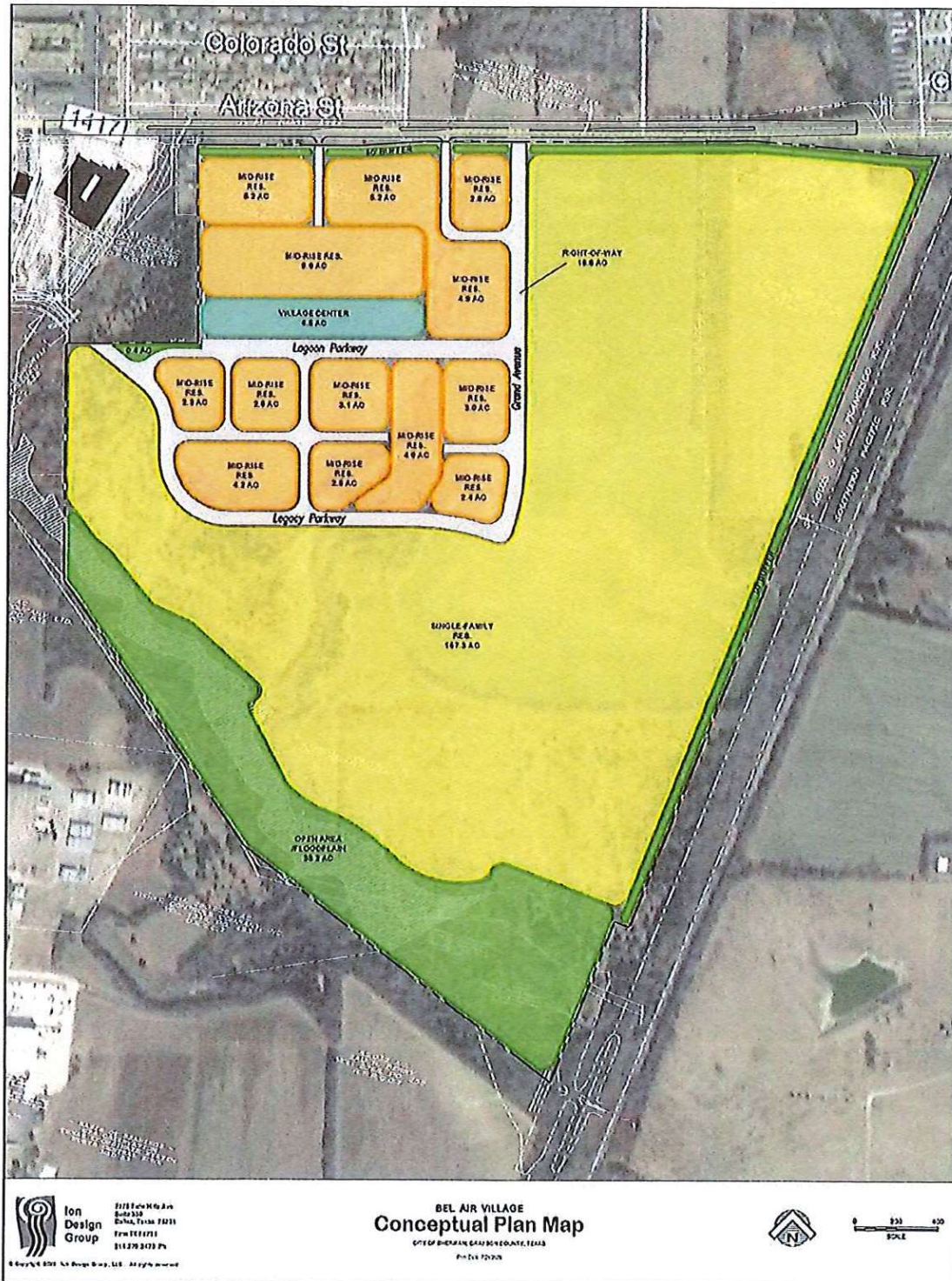
VILLAGE URBAN CENTER USE – Any use that is defined herein as a MID-RISE RESIDENTIAL, BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, and STUDIO uses but specifically excluding any uses prohibited by this ORDINANCE.

VILLAGE URBAN CENTER USE (see USE).

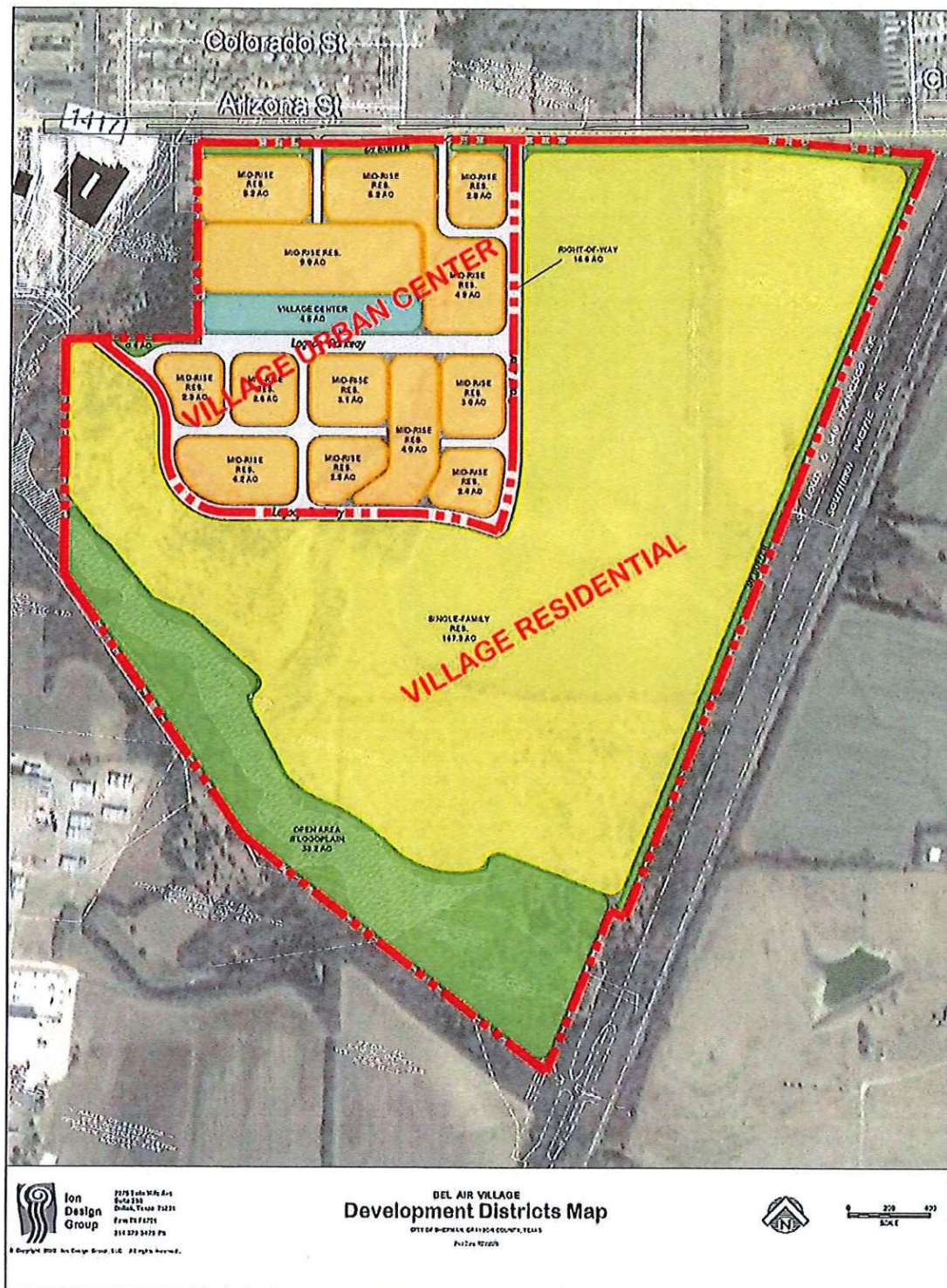
ZONING ORDINANCE – The Zoning Ordinance of the City of Sherman, as amended from time to time, including any future codifications.

VII. Appendices

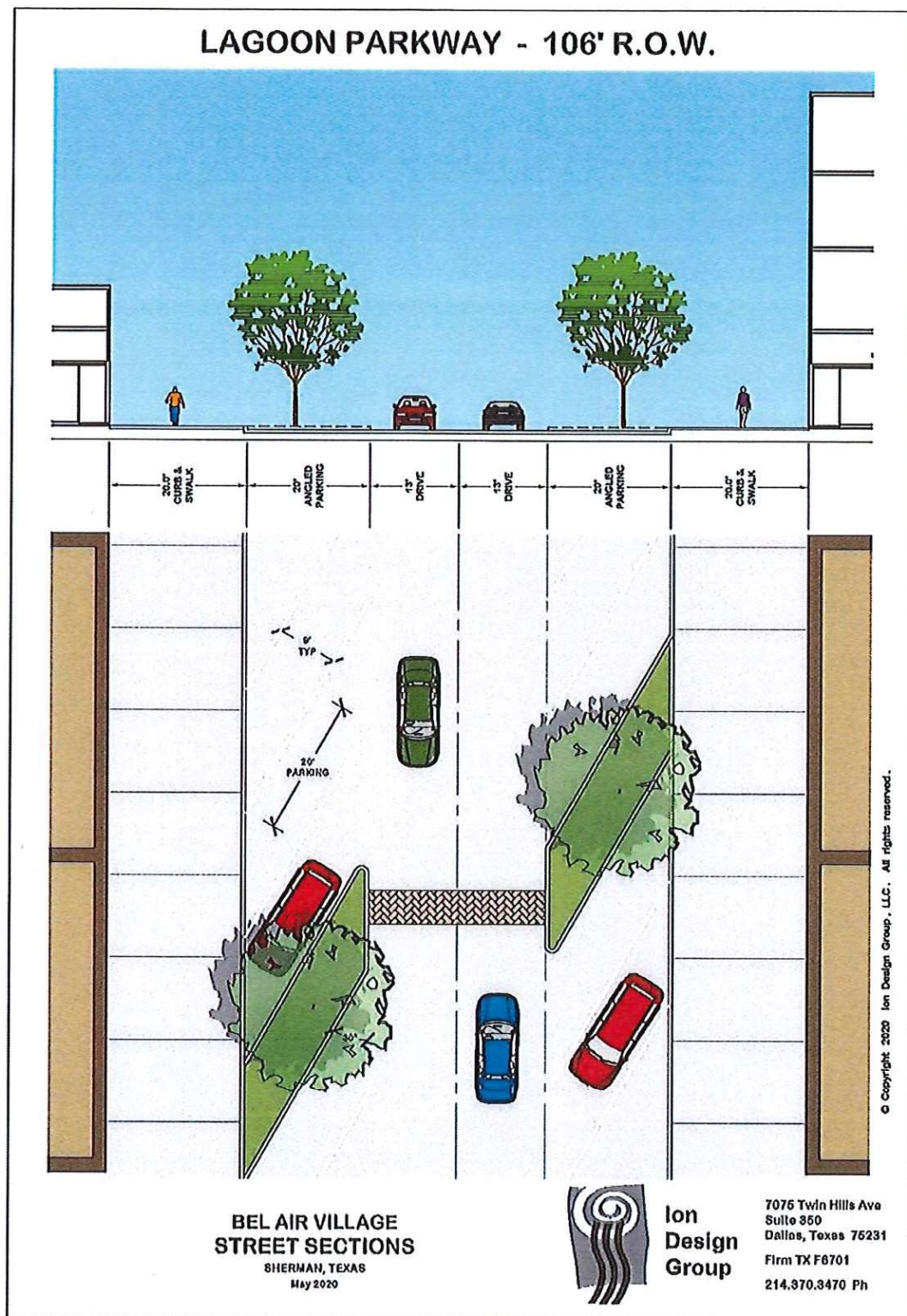
A. Appendix – Conceptual Plan Map

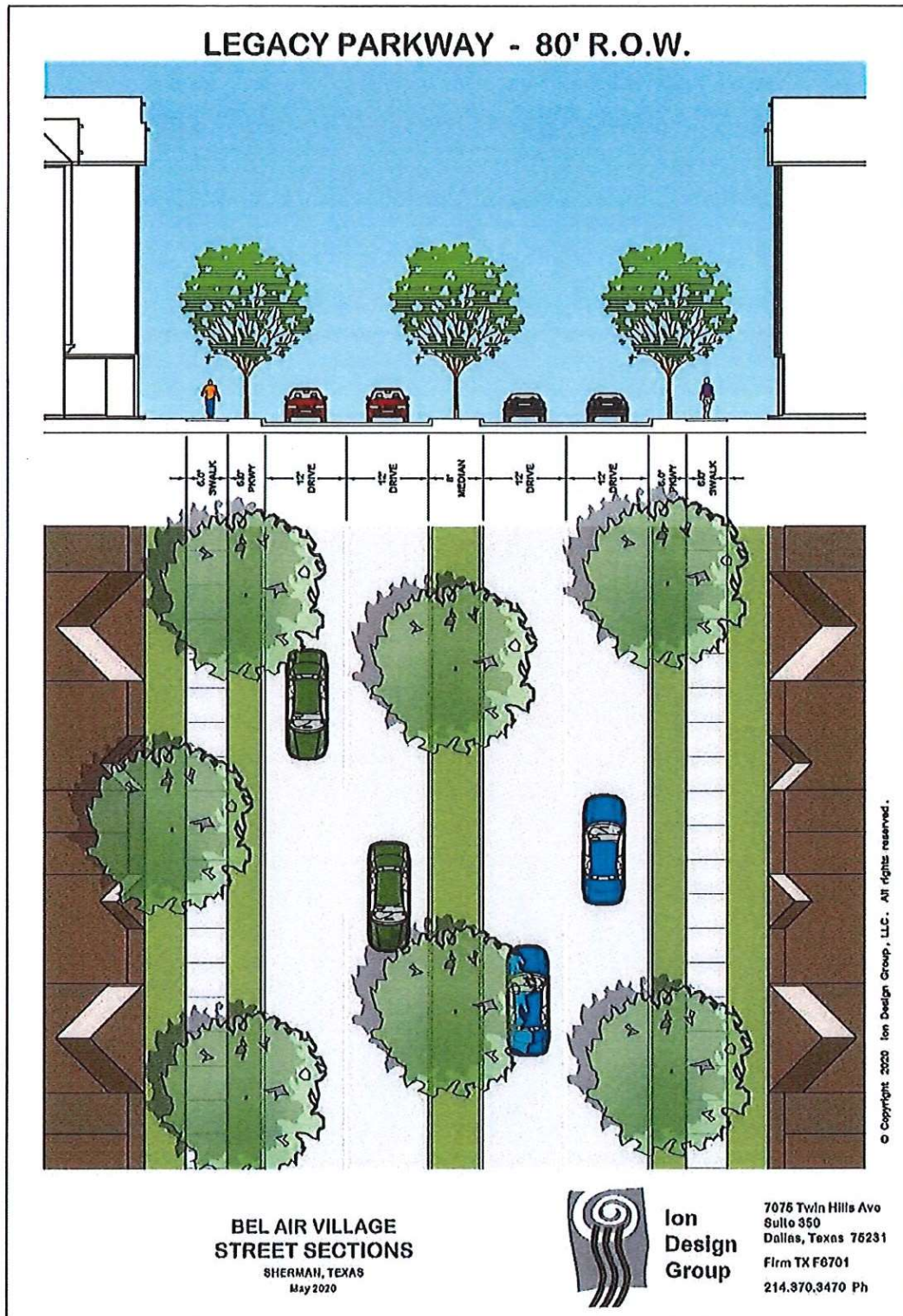


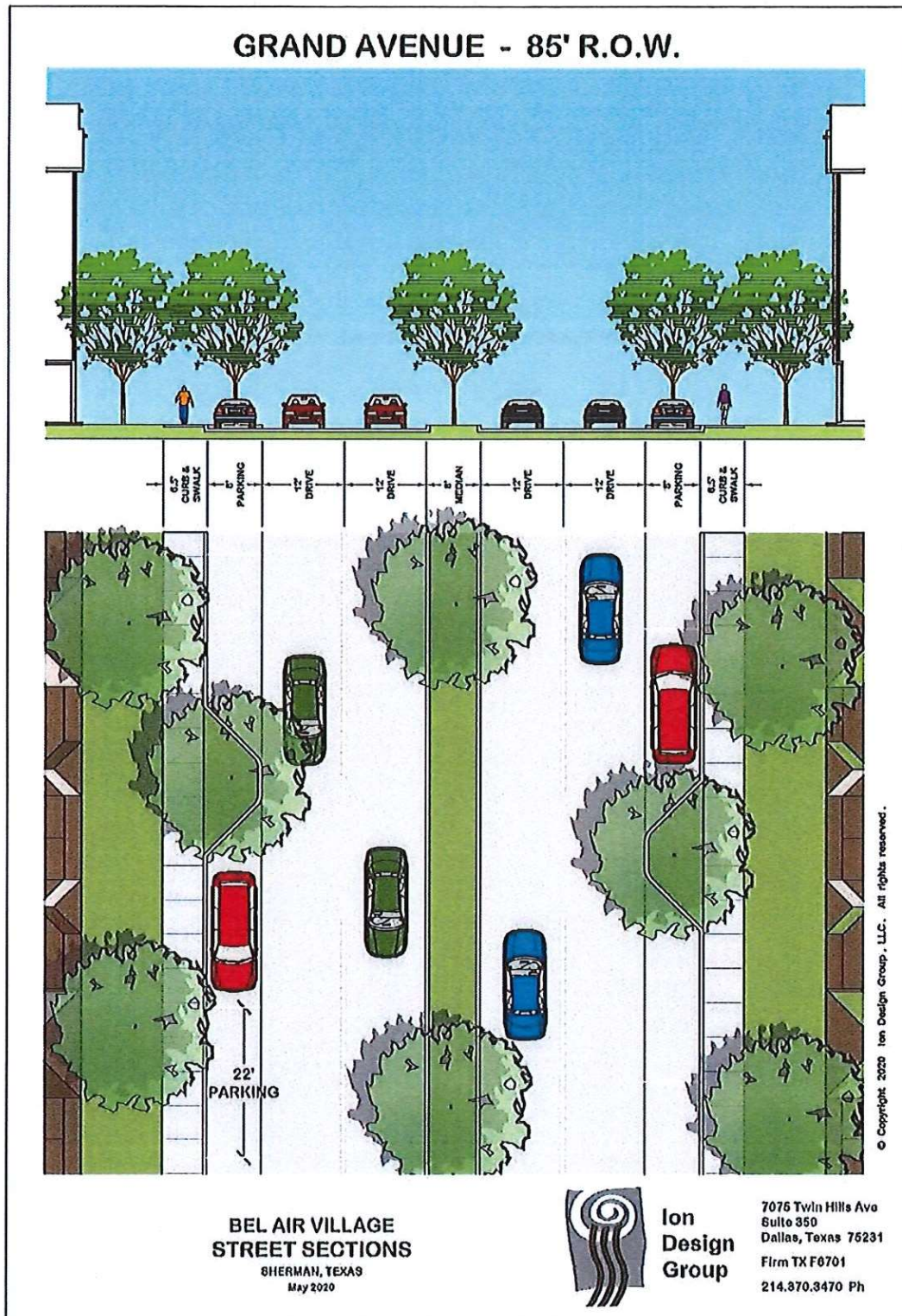
B. Appendix – Development Districts Map

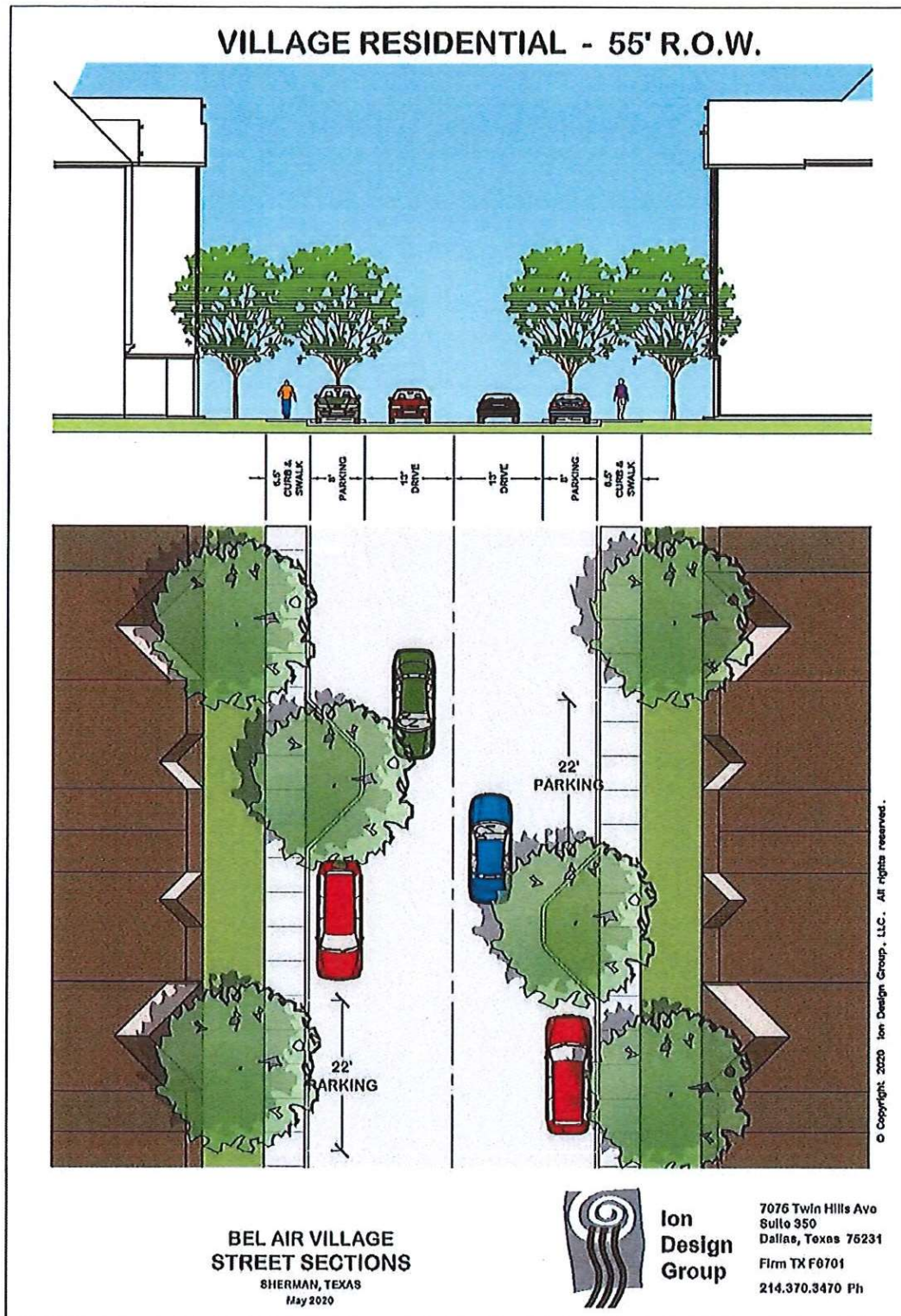


C. Appendix – Street Cross Sections











300-1000 Blks. E. FM 1417 (Vietnam Veterans Pkwy)

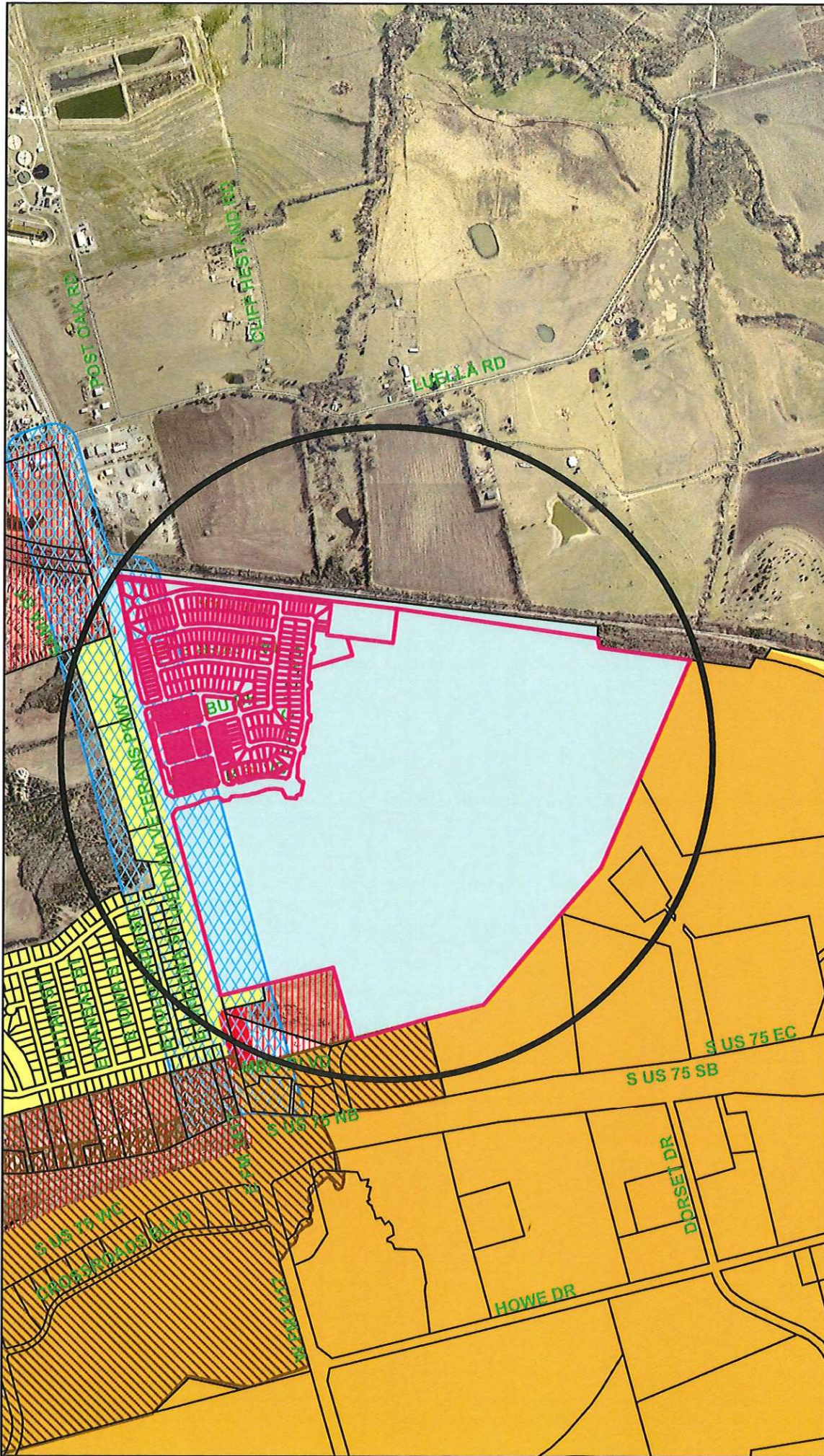


City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 1,000 ft



Zoning - 300-1000 Bocks East FM 1417 (Vietnam Veterans Parkway)

Legend

Special Districts Overlay	Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
DISTRICT_NAME	FM 1417
Arts and Cultural District	Sam Rayburn Freeway
Blalock Commercial Overlay District	US Hwy 82 and 75
Central Business District	SH 289
College Park District	FM 691
Downtown Overlay District	
Historic Preservation District	
Transportation Corridor	Representation: ShermGIS.DBO.ZoningDistrict_Rep
	Unknown
	BIP Blalock Industrial Park
	C-1 Retail Business District
	C-2 General Commercial District
	CO Office District
	Lakes
	M-1 Light Manufacturing District
	M-1.5 Medium Manufacturing District
	M-2 Heavy Manufacturing District
	MH Manufacturing Housing District
	R-1 One Family Residential District
	R-2 Multi-Family Residential District
	R-4 Single Family Agricultural District
	SF-1 Single Family Residential District
	PD Planned Development



1 in = 1,173 ft

**300-1000 Blocks East FM 1417 (Heritage Parkway)
(Vietnam Veterans Parkway)**

Jul 27, 2021 at 3:30 PM



STAFF REVIEW LETTER

August 9, 2021

Terra Perpetua LLC
Ronny Guerrero
2800 N. Dallas Pkwy., Ste. 324
Plano, TX 75093

Kimley-Horn & Associates
Michel Carlisle
260 E. Davis St., Ste. 100
McKinney, TX 75069

Dear Applicants,

The request to Amend a Planned Development under Ordinance No. 2280, Section 6.12, for Bel Air Village (Ordinance No. 6319) located in the 300-1000 blocks of East FM 1417 (Vietnam Veterans Parkway) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, August 17, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the Planned Development Ordinance must be followed. (*Chapter 14, Exhibit A, Section 6.2*)
2. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

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
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Heflon, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



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

Agenda Item No. 15.

Meeting Date: 08/17/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

300-1000 BLOCKS EAST FM 1417 (VIETNAM VETERANS PARKWAY)

The request of Terra Perpetua LLC (Owners) and Kimley-Horn & Associates (Surveyor/Civil Engineer) concerning the property located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway), being 278.313 acres in the Sherrod Dunman Survey Abstract No. 329, as follows:

Planning and Zoning Commission

Amend a Planned Development and site plan approval under Ordinance No. 2280, Section 6.12, for Bel Air Village (Ordinance No. 6319).

Background:

The property is located in the 300-1000 blocks East FM 1417 (Vietnam Veterans Parkway) between U.S. Highway 75 and State Highway 11 (Dewey Avenue). A portion of the property (245.83 acres) was approved for a Planned Development for Terra Perpetua Village by Ordinance 6232, August 5, 2019. The owner purchased an additional 32.545 acres east of the development which was zoned an R-1 (One-Family Residential) District. The owner amended the planned development to include that acreage for a total of 278.313 acres and renamed it to Bel Air Village. The Planned Development Ordinance (No. 6186) was approved March 18, 2019.

The developer has requested to amend the Planned Development Ordinance to change the front yard setback (garage door) from 25 feet to 20 feet for Single-Family Residential Detached.

Adjacent Zoning:

R-1 (One-Family Residential) District

C-2 (General Commercial) District

Blalock Industrial Park

Origination:

Terra Perpetua LLC (Owners)

Kimley-Horn & Associates (Surveyor/Civil Engineer)

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:

25

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Ordinance 6232

Ordinance 6319

Amended Planned Development

Staff Review Letter

ORDINANCE NO. 6319

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, ORDINANCE NO. 2280, SO AS TO AMEND A PLANNED DEVELOPMENT FOR BEL AIR VILLAGE FORMERLY KNOWN AS TERRA PERPETUA VILLAGE (ORDINANCE NO. 6232) IN THE 300-1000 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERANS PARKWAY), TO INCLUDE 32.545 ACRES FOR A TOTAL OF 278.313 ACRES IN THE SHERROD DUNMAN SURVEY, ABSTRACT NO. 329 (TERRA PERPETUA, LLC, OWNERS; BRYAN KLEIN, ION DESIGN GROUP, REPRESENTATIVE; BUSH ARCHITECTS, LLC, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, the City Council finds that this Planned Development will complement or be compatible with the surrounding developments 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 Planned Development, 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, Terra Perpetua, LLC (Owners), Bryan Klein, ION Design Group (Representative), Bush Architects, LLC (Architect) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property located in the 300-1000 blocks of East F.M. 1417 (Vietnam Veterans Parkway) and that Section 6.11, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being the same tract of land described as 246.134 acres conveyed by Edward C. Greene, Trustee to Rolling Meadows Associates by deed dated September 28, 1984, recorded in Volume 1716, Page 384, Deed Records, Grayson County, Texas, and a tract of land conveyed to C. T.

Maddox and J. W. Maddox, by deed dated April 26th, 1965, recorded in Volume 1029, Page 551 Deed Records Grayson County, Texas being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most Northerly Northwest corner of the said 246.134 acre tract in the South right-of-way line of F. M. Highway No. 1417 from which a ½" steel rod found bears North 15° 22' 34" West a distance of 0.36 feet, said point also being the Northeast corner of the same tract of land described as 0.84 acres conveyed by Richard J. Self and Brieta Self to Eric Popp and Kelly Popp by deed dated March 20, 2010, recorded in Volume 4809, Page 60, Official Public Records, Grayson County, Texas;

THENCE North 75° 03' 39" East with said right-of-way line a distance of 799.69 feet to a concrete monument at an angle point;

THENCE North 71° 14' 48" East continuing with said right-of-way line a distance of 300.67 feet to an angle point at the Southwest base of a concrete monument;

THENCE North 75° 03' 39" East continuing with said right-of-way line a distance of 814.42 feet to the beginning of a curve to the left having a radius of 11,519.16 feet;

THENCE in an Easterly direction continuing with said right-of-way line along said curve, (chord bears North 74° 41' 09" East, 150.78 feet) an arc distance of 150.79 feet to the end of said curve;

THENCE North 74° 18' 39" East continuing with said right-of-way line a distance of 391.99 feet to a point for the most Northerly Northeast corner of the said 246.134 acre tract at the Southwest base of a cross-tie corner post, said point also being the original Northwest corner of the same tract of land described as 32.55 acres conveyed by Frances Maddox to Ruth Ellen Green by deed dated October 8, 2002, recorded in Volume 3331, Page 760, said Official Public Records, also being the Northwest corner of the same tract of land described as 2.00 acres severed from said 32.55 acre tract as conveyed by said Ruth Ellen Green to said Frances Maddox by deed dated October 8, 2002, recorded in Volume 3331, Page 765, said Official Public Records;

THENCE North 74° 18' 25" East a distance of 243.59 feet to a concrete right-of-way marker; Thence North 80° 01' 17" East a distance of 803.99 feet to a ½" steel rod set at an angle point in said right-of-way;

THENCE North 74° 18' 39" East a distance of 95.31 feet to a ½" steel rod set at the intersection of the said right-of-way with the West right-of-way line of the Frisco Railroad;

THENCE South 06° 41' 02" West with said West right-of-way line a distance of 4,025.86 feet to an "L" corner;

THENCE North 83° 18' 58" West a distance of 75.00 feet to an "L" corner;

THENCE South 06° 41' 02" West continuing with said West right-of-way line a distance of 843.85 feet to a ½" steel rod set marking the Southeast corner of the said 246.134 acre tract and the Northeast corner of the same tract of land described as 82.032 acres conveyed by Sherman Development Partnership No. 1 to Sam H. Berry by deed dated October 1, 1993, recorded in Volume 2298, Page 258, Real Property Records, Grayson County, Texas, also being the original Easterly Northeast corner of the same tract of land described as 240.9284 acres conveyed by International Business Machines Corporation to Fisher Controls Company, Inc. by deed dated June 30, 1976, recoded in Volume 1349, Page 493, said Deed Records;

THENCE North 67° 19' 54" West with the Southwesterly line of the said 246.134 acre tract, passing the Northwest corner of the said 82.032 acre tract and continuing for a total distance of 1879.15 feet to a ½" steel rod found at an angle point;

THENCE North 49° 31' 48" West continuing with said Southwesterly line, passing the Northeast corner of Block 1, Lot 1, Blalock Industrial Park, an addition to the City of Sherman as shown by plat of record in Volume 8, Page 92, Plat Records, Grayson County, Texas, also being the Southeast corner of the same tract of land described as 25.264 acres conveyed by said Sherman Development Partnership No. 1 to Liberty Trust Company, Ltd. by deed dated February 7, 2017, recorded in Volume 5948, Page 836, said Official Public Records, and continuing for a total distance of 1553.66 feet to a ½" steel rod found at an angle point;

THENCE North 14° 46' 12" West now with the West line of the said 246.134 acre tract and East line of the said 25.264 acre tract, passing the Northeast corner of the said 25.264 acre tract and the Southeast corner of the same tract of land described as 12.166 acres conveyed by Anthony Aleman to Ramanujam K. Vangipuram and Samrajyam Kolluru by deed dated February 10, 2017, recorded in Volume 5948, Page 638, said Official Public Records, and continuing for a total distance of 1146.71 feet to a ½" steel rod found maintaining the most Westerly Northwest corner of the said 246.134 acre tract and the Southwest corner of the same tract of land described as 13.41 acres conveyed by Garcha Corporation to Sherman Economic Development Corporation by deed dated August 25, 2015, recorded in Volume 5680, Page 685, said official Public Records;

THENCE North 74° 28' 45" East a distance of 642.18 feet to a 1/2" steel rod found maintaining an inside "L" corner to the said 246.134 acre tract and the Southeast corner of the said 13.41 acre tract;

THENCE North 15° 22' 34" West with the Northerly West line of the said 246.134 acre tract a distance of 959.39 feet to the **POINT-OF-BEGINNING AND CONTAINING 278.313 ACRES OF LAND MORE OR LESS.....**

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

Zoning

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

Engineering:

6. Driveways and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
7. 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.
8. Platting of the property is required.
9. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
10. Development Agreement required for public infrastructures.
11. Traffic Impact Analysis required.

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

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

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

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

INTRODUCED on this the 8th day of September, 2020.

ADOPTED on this the 8th day of September, 2020.

EFFECTIVE DATE on this the 8th day of September, 2020.

CITY OF SHERMAN, TEXAS

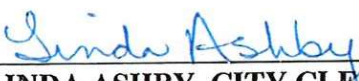
BY:



DAVID RLYLER, MAYOR

ATTEST:

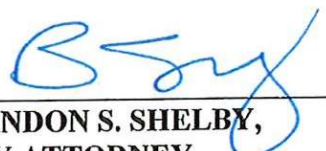
BY:



LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY:



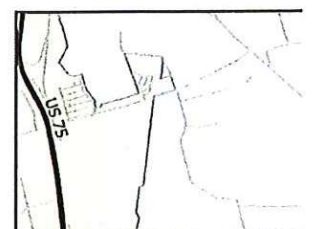
**BRANDON S. SHELBY,
CITY ATTORNEY**



-  Bel Air Village Expansion
-  Bel Air Village

CITY OF SHERMAN

Bel Air Village Expansion



300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)



ORDINANCE NO. 6232

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, ORDINANCE NO. 2280, SO AS TO GRANT A PLANNED DEVELOPMENT FOR TERRA PERPETUA VILLAGE IN THE 300-1000 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERANS PARKWAY), BEING 245.83 ACRES IN THE SHERROD DUNMAN SURVEY, ABSTRACT NO. 329 (TERRA PERPETUA, LLC, OWNERS; BRYAN KLEIN, ION DESIGN GROUP, REPRESENTATIVE; BUSH ARCHITECTS, LLC, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, the City Council finds that this Planned Development will complement or be compatible with the surrounding developments 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 Planned Development, 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, Terra Perpetua, LLC (Owners), Bryan Klein, ION Design Group (Representative), Bush Architects, LLC (Architect) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 300-1000 blocks of East F.M. 1417 (Vietnam Veterans Parkway) and that Section 6.11, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being the same tract of land described as 246.134 acres conveyed by Edward C. Greene, Trustee to Rolling Meadows Associates by deed dated September 28, 1984, recorded in Volume 1716, Page 384, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most Northerly Northwest corner of the said 246.134 acre tract in the South right-of-way line of F. M. Highway No. 1417 from which a 1/2" steel rod found bears North 15°22'34" West a distance of 0.36 feet, said point also being the Northeast corner of the same tract of land described as 0.84 acres conveyed by Richard J. Self and Brieta Self to Eric Popp and Kelly Popp by deed dated March 20, 2010, recorded in Volume 4809, Page 60, Official Public Records, Grayson County, Texas;

THENCE North 75°03'39" East with said right-of-way line a distance of 799.69 feet to a concrete monument at an angle point;

THENCE North 71°14'48" East continuing with said right-of-way line a distance of 300.67 feet to an angle point at the Southwest base of a concrete monument;

THENCE North 75°03'39" East continuing with said right-of-way line a distance of 814.42 feet to the beginning of a curve to the left having a radius of 11,519.16 feet;

THENCE in an Easterly direction continuing with said right-of-way line along said curve, (chord bears North 74°41'09" East, 150.78 feet) an arc distance of 150.79 feet to the end of said curve;

THENCE North 74°18'39" East continuing with said right-of-way line a distance of 391.99 feet to a point for the most Northerly Northeast corner of the said 246.134 acre tract at the Southwest base of a cross-tie corner post, said point also being the original Northwest corner of the same tract of land described as 32.55 acres conveyed by Frances Maddox to Ruth Ellen Green by deed dated October 8, 2002, recorded in Volume 3331, Page 760, said Official Public Records, also being the Northwest corner of the same tract of land described as 2.00 acres severed from said 32.55 acre tract as conveyed by said Ruth Ellen Green to said Frances Maddox by deed dated October 8, 2002, recorded in Volume 3331, Page 765, said Official Public Records;

THENCE in a Southerly direction with the general course of a fence along the Northerly East line of the said 246.134 acre tract and West line of the said Green and Maddox tracts the following calls and distances:

South 14°55'29" East a distance of 642.51 feet;

South 15°21'36" East a distance of 667.58 feet;

South 17°39'07" East a distance of 284.78 feet;

South 15°20'03" East a distance of 209.84 feet to a 1/2" steel rod set marking the Southwest corner of the said Maddox tract and an inside "L" corner to the said 246.134 acre tract;

THENCE North 75°18'02" East with a fence a distance of 430.04 feet to a 1/2" steel rod set marking the most Easterly Northeast corner of the said 246.134 acre tract and the Southeast corner of the said Maddox tract in the West right-of-way line of the St. Louis & San Francisco Railroad;

THENCE South 06°41'02" West with said West right-of-way line a distance of 2152.98 feet to an "L" corner;

THENCE North 83°18'58" West a distance of 75.00 feet to an "L" corner;

THENCE South 06°41'02" West continuing with said West right-of-way line a distance of 843.85 feet to a 1/2" steel rod set marking the Southeast corner of the said 246.134 acre tract and the Northeast corner of the same tract of land described as 82.032 acres conveyed by Sherman Development Partnership No. 1 to Sam H. Berry by deed dated October 1, 1993, recorded in Volume 2298, Page 258, Real Property Records, Grayson County, Texas, also being the original Easterly Northeast corner of the same tract of land described as 240.9284 acres conveyed by International Business Machines Corporation to Fisher Controls Company, Inc. by deed dated June 30, 1976, recoded in Volume 1349, Page 493, said Deed Records;

THENCE North 67°19'54" West with the Southwesterly line of the said 246.134 acre tract, passing the Northwest corner of the said 82.032 acre tract and continuing for a total distance of 1879.15 feet to a 1/2" steel rod found at an angle point;

THENCE North 49°31'48" West continuing with said Southwesterly line, passing the Northeast corner of Block 1, Lot 1, Blalock Industrial Park, an addition to the City of Sherman as shown by plat of record in Volume 8, Page 92, Plat Records, Grayson County, Texas, also being the Southeast corner of the same tract of land described as 25.264 acres conveyed by said Sherman Development Partnership No. 1 to Liberty Trust Company, Ltd. by deed dated February 7, 2017, recorded in Volume 5948, Page 836, said Official Public Records, and continuing for a total distance of 1553.66 feet to a 1/2" steel rod found at an angle point;

THENCE North 14°46'12" West now with the West line of the said 246.134 acre tract and East line of the said 25.264 acre tract, passing the Northeast corner of the said 25.264 acre tract and the Southeast corner of the same tract of land described as 12.166 acres conveyed by Anthony Aleman to Ramanujam K. Vangipuram and Samrajyam Kolluru by deed dated February 10, 2017, recorded in Volume 5948, Page 638, said Official Public Records, and continuing for a total distance of 1146.71 feet to a 1/2" steel rod found maintaining the most Westerly Northwest corner of the said 246.134 acre tract and the Southwest corner of the same tract of land described as 13.41 acres conveyed by Garcha Corporation to Sherman Economic Development Corporation by deed dated August 25, 2015, recorded in Volume 5680, Page 685, said official Public Records;

THENCE North 74°28'45" East a distance of 642.18 feet to a 1/2" steel rod found maintaining an inside "L" corner to the said 246.134 acre tract and the Southeast corner of the said 13.41 acre tract;

THENCE North 15°22'34" West with the Northerly West line of the said 246.134 acre tract a distance of 959.39 feet to the **POINT-OF-BEGINNING** and **containing 245.83 acres of land more or less.....**

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

Zoning:

1. All aspects of the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

Engineering:

4. Platting of the property is required.
5. Street names must be approved by Building & Zoning Department.
6. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
7. Privately owned and maintained detention in accordance with City criteria will be required upon development.
8. All requirements of the Floodplain Ordinance should be followed.
9. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
10. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
11. Development Agreement required for all Public Infrastructures.

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

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

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

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

INTRODUCED on this the 5th day of August, 2019.

ADOPTED on this the 5th day of August, 2019

EFFECTIVE DATE on this the 5th day of August, 2019.

CITY OF SHERMAN, TEXAS

BY:



DAVID PLYLER, MAYOR

ATTEST:

BY:



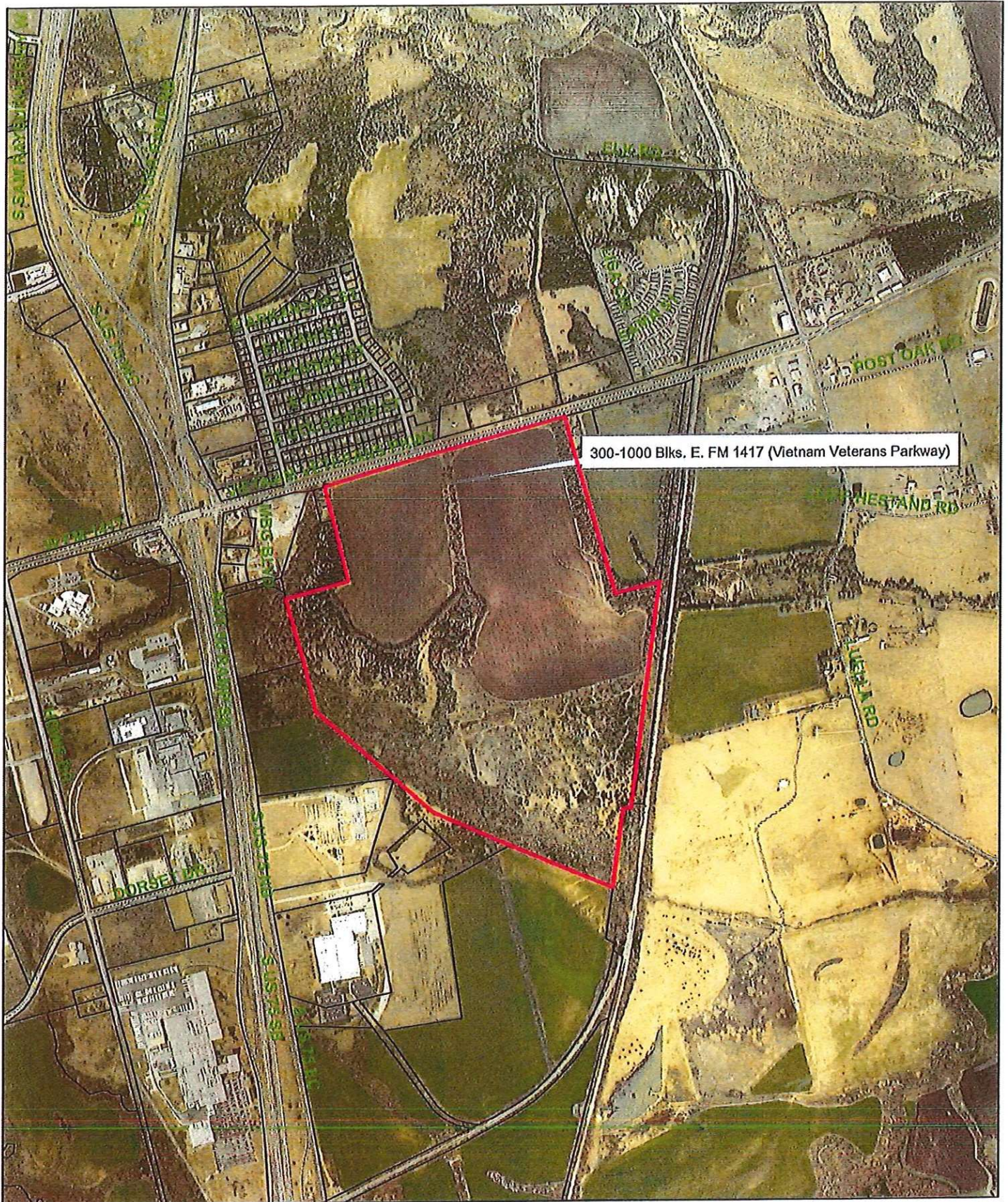
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY:



**BRANDON S. SHELBY,
CITY ATTORNEY**



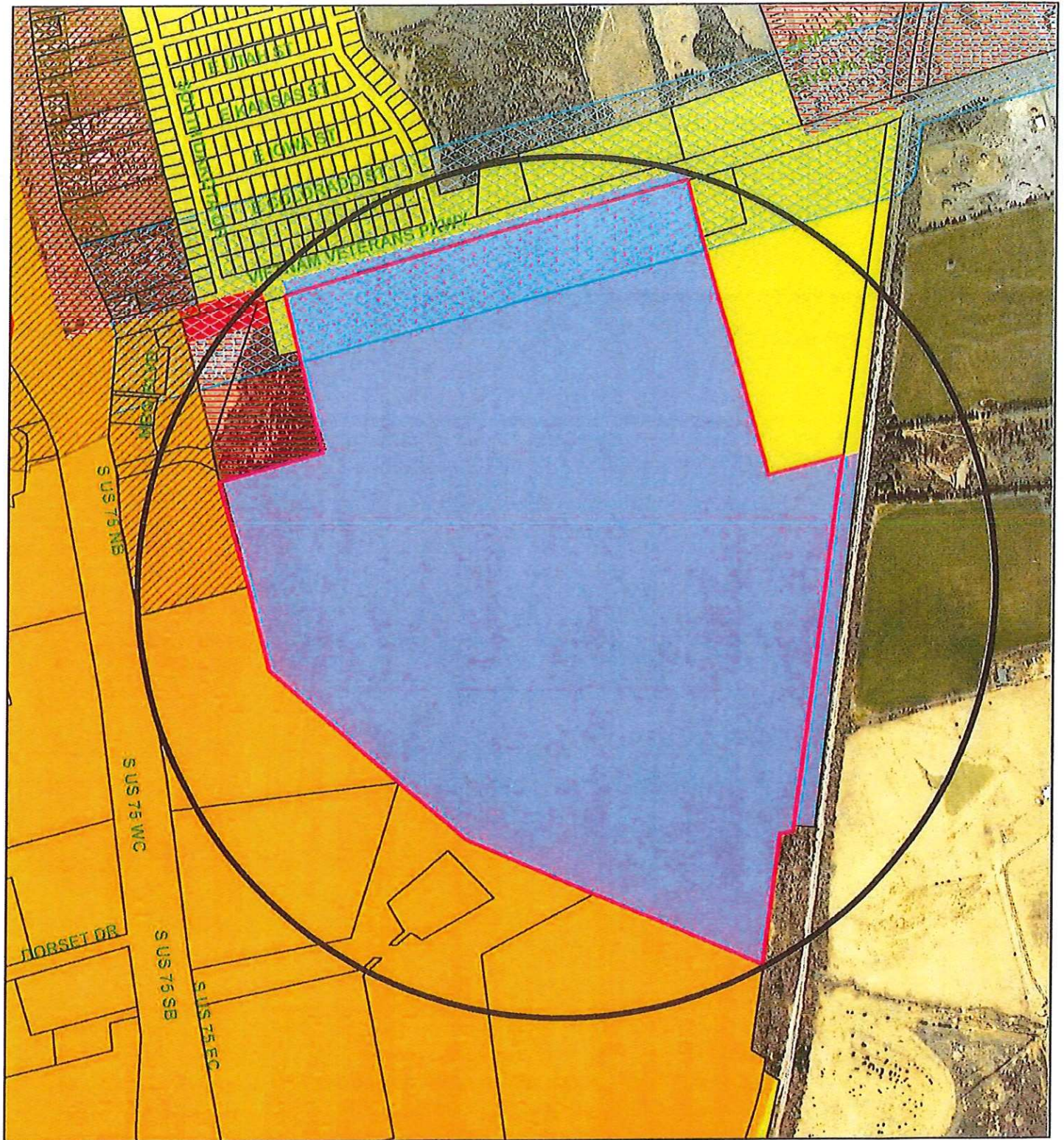
Sherman
CLASSIC TOWN. BROAD HORIZON.

**300-1000 Blks. East FM 1417
(Vietnam Veterans Parkway)**



1 in = 1,270 ft

City of Sherman, Texas
Developmental Services Department



Zoning - 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

Legend

Special Districts Overlay
DISTRICT_NAME

- Arts and Cultural District
- Blaock 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
- San Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.6 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District



NOT TO SCALE

1 in = 800 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

300-1000 East FM 1417
(Vietnam Veterans Parkway)



JOB NO. 19080693
P.L. JW - D.T. DW

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being part of the land conveyed by M. L. Maddox to C. T. Maddox and J. W. Maddox, by deed dated April 28th, 1985, recorded in Volume 1029, Page 551, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a cross-tie corner post at the intersection of the South right-of-way line of F. M. Highway No. 1417 and the West line of the said 1872.88 acre tract, said post being common to the Northeast corner of a 25.5 acre tract, said tract being owned and occupied by Edward V. Green, to the Rolling Meadows Associates, by deed recorded in Volume 1716, Page 384, said Deed Records;

THENCE in an easterly direction with said right-of-way the following calls and distances:

North 74°18'25" East a distance of 243.59 feet to a concrete right-of-way marker;

North 80°01'17" East a distance of 803.99 feet to a 1/2" steel rod set at an angle point in said right-of-way;

North 74°18'39" East a distance of 95.31 feet to a 1/2" steel rod set at the intersection of the said right-of-way with the West right-of-way line of the Frisco Railroad;

THENCE South 06°41'02" West with said railroad right-of-way a distance of 1872.88 feet to a 1/2" steel rod set, said rod maintaining the Southeast corner of the said Maddox tract of land;

THENCE South 75°18'02" West with the South line of the said Maddox tract a distance of 430.04 feet to a 1/2" steel rod set at the Southwest corner of the said Maddox tract;

THENCE in a Northerly direction with an old fence maintaining the West line of the said Maddox tract the following calls and distances;

North 15°20'03" West a distance of 209.84 feet to a point;

North 17°39'07" West a distance of 284.78 feet to a point;

North 15°21'36" West a distance of 667.58 feet to a point;

North 14°55'29" West a distance of 642.51 feet to the

Place-of-Beginning and containing 32.545 acres of land more or less...

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.

D.W.U.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 09/17/19



(903)465-2151



DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021

This survey was made pursuant to the provisions of the Texas Surveying Act, Chapter 131, Acts of the 54th Legislature, 1935, and the rules and regulations of the State Board of Surveying, created by the Texas Legislature in 1935, and amended from time to time. The survey was made in accordance with the provisions of the Texas Surveying Act, Chapter 131, Acts of the 54th Legislature, 1935, and the rules and regulations of the State Board of Surveying, created by the Texas Legislature in 1935, and amended from time to time.

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BEL AIR VILLAGE

PLANNED DEVELOPMENT

CITY OF SHERMAN, TEXAS

DESIGN TEAM

ION DESIGN GROUP, LLC

7075 Twin Hills Avenue, Suite 350, Dallas, TX 75231

GFF ARCHITECTS

808 Fairmount St SUITE 300, Dallas, TX 75201

REVISED JULY 22, 2020

BEL AIR VILLAGE PLANNED DEVELOPMENT

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I. Components of Bel Air Village Planned Development

A. Introduction

Bel Air Village is a mixed-use community encompassing approximately 278.3 acres east of Highway 75 and immediately south of FM 1417. The Village offers a mix of commercial, residential, and recreational opportunities complemented by almost 14 percent of the land area set aside as parks, open space, trails, buffers, or other village amenities. The use and development regulations set forth in the Development Plan provide for and encourage development that contains a compatible mix of RESIDENTIAL and VILLAGE URBAN CENTER uses in proximity to one another.

Note: Words shown in all CAPITAL LETTERS are defined in VI. Definitions.

B. Village Development Objectives

The Bel Air Village addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- Ensuring buildings relate appropriately to surrounding developments and streets to create cohesive visual identity and attractive street scenes;
- Offering a variety of housing types responsive to current and future residents' desire for a mix of product types based on their demographic and income needs;
- Siting land uses, streets, and pedestrian circulation in a cohesive and complementary layout supportive of the mix of uses and oriented towards the pedestrian realm to enhance and activate streetscapes;
- Applying residential and non-residential architectural FAÇADE elements and finishes;
- Ensuring creation of high quality street and sidewalk environments that are supportive of pedestrian mobility and appropriate to roadway context;
- Creating an enhanced pedestrian realm by the inclusion of wide sidewalks, vegetative avenues and a trail system interconnecting the respective development areas of the village; and,
- Preserving the natural resources of the site to the greatest extent practicable recognizing the value of the floodplain and stream channels as amenities to the development.

C. Key Village Elements

The following enumerates the key elements of the Bel Air Planned Development:

I. Components

A summary of key components covered in the Planned Development, acreages, and overall objectives.

II. Use and Building Envelope Standards

The USE and BUILDING ENVELOPE STANDARDS section establishes basic parameters for permitted and prohibited uses, building siting, lot widths, height, stories, and overall densities.

III. Architectural Standards

The ARCHITECTURAL STANDARDS section governs the VILLAGE URBAN CENTER and VILLAGE RESIDENTIAL DISTRICTS architectural elements and FAÇADE materials, windows, roofs, service areas and other standards.

IV. Lighting, Parking and Signage Standards

The LIGHTING, PARKING and SIGNAGE STANDARDS section establishes the standards for public/private space lighting, provision of adequate parking, and compatible signage.

V. Landscaping and Park/Open Space and Other Recreation Standards

The LANDSCAPING and PARK/OPEN SPACE and OTHER RECREATION STANDARDS section addresses required landscaping and other recreation amenities.

VI. Definitions

The DEFINITIONS section defines terms used within the Bel Air Village Planned Development.

VII. Appendices

The Appendices contain: Appendix A – CONCEPTUAL PLAN MAP; Appendix B – DEVELOPMENT DISTRICT MAP; and Appendix C – STREET CROSS SECTIONS.

D. Conceptual Plan and Development Districts Maps

The Bel Air Village Planned Development includes the CONCEPTUAL PLAN MAP depicting the respective land uses and the DEVELOPMENT DISTRICTS MAP identifying the two regulating districts.

1. Conceptual Plan Map

- a. The CONCEPTUAL PLAN MAP is a depiction of large land use categories that include residential, commercial, open space and major rights-of-way to be developed within the Bel Air Village Planned Development. (See Appendix A – CONCEPTUAL PLAN MAP)
- b. The allocation of land uses and proposed road network may be modified as specific development plans come forward at DETAILED SITE PLAN.
- c. The table below summarizes generalized land use acreages depicted on the CONCEPTUAL PLAN MAP:

Summary Table of Bel Air Village Acreages and Uses

	Acres	%	Units
RESIDENTIAL			
Single-Family Detached & Attached Residential	167.3	60.1	1,900
Mid-Rise Residential & Lagoon Area	51.2	18.4	3,000
COMMERCIAL			
Village Center	4.5	1.6	N/A
OPEN SPACE			
Parks, Open Space, Buffers & Flood Plain Areas	38.6	13.9	N/A
MAJOR RIGHTS-OF-WAY			
Collector Streets (does not include local residential streets)	16.7	6.0	N/A
Total Acres	278.3	100.0%	
<i>Note: Above acreages, units count and percentages are approximate and will be finalized at Site Plan Approval</i>			

2. Development Districts Map

The DEVELOPMENT DISTRICTS MAP consists of two districts, the VILLAGE URBAN CENTER DISTRICT and the VILLAGE RESIDENTIAL DISTRICT. (See Appendix B – DEVELOPMENT DISTRICTS MAP).

- a. VILLAGE URBAN CENTER DISTRICT – land designated for development of COMMERCIAL and MID-RISE RESIDENTIAL uses.
- b. VILLAGE RESIDENTIAL DISTRICT – land designated for development of a mix of DETACHED and ATTACHED SINGLE-FAMILY RESIDENTIAL uses.

II. Use and Building Envelope Standards

A. Village Urban Center District

1. Permitted and Prohibited Uses

a. Permitted uses

- (1) VILLAGE URBAN CENTER uses including BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, STUDIO USES, restaurants, coffee shops, except where requiring a SPECIFIC USE PERMIT or prohibited by this Ordinance or the City of Sherman's Zoning Ordinance.
- (2) COMMERCIAL INDOOR AMUSEMENT
- (3) HOTEL, FULL-SERVICE or LIMITED-SERVICE
- (4) MID-RISE RESIDENTIAL
- (5) SENIOR/ASSISTED LIVING FACILITY
- (6) SCHOOL, PRIMARY OR SECONDARY
- (7) SKILLED NURSING HOME FACILITY
- (8) RECREATIONAL LAGOON

b. Permitted ACCESSORY USES

- (1) AFFILIATED RESIDENTIAL USES
- (2) AMENITY CENTER
- (3) Home Occupations
- (4) PARK/OPEN SPACE
- (5) Special events
- (6) STRUCTURED PARKING

c. Uses permitted upon review and approval of a SPECIFIC USE PERMIT

- (1) Alcoholic beverage sales and for any qualified restaurants serving alcoholic beverages on site
- (2) CIVIC BUILDING
- (3) Telephonic, radio, television or microwave, communication antennas and tower

d. Prohibited uses

- (1) Check cashing businesses, payday advance/loan businesses, car or motor vehicle title loan businesses, or credit access businesses as defined by applicable provisions of Texas Finance Code.
- (2) Gas wells
- (3) Industrial, manufacturing, and warehousing uses
- (4) Outside storage, unscreened
- (5) Sexually oriented business
- (6) Tattoo parlors
- (7) Vape businesses
- (8) Vehicle-related sales or repair

2. Building Lot Dimensional Standards

a. Dimensional Table

	Mln. Lot Width (ft)	Mln. Lot Depth (ft)	Mln. Front Yard Setback (ft)	Mln. Rear Yard Setback (ft)	Mln. Side Yard Setback (ft)	Maximum Units /Ac.	Max. Stories	Max. Building Height (ft)	Max. Lot Coverage (%)
Village Urban Center	N/A	N/A	0	0	0	85	5	75'	80

b. Additional Dimensional Standards

- (1) Permitted lot coverage for uses not listed in the Dimensional Table shall be determined upon approval of a SPECIFIC USE PERMIT or DETAILED SITE PLAN.
- (2) Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plain view is no greater than twenty-five percent (25%) of the first floor footprint may exceed the height limits by up to twenty (20) feet.
- (3) Mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend up to twelve (12) feet above the actual building height, provided that:
 - (a) The equipment is set back from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height; or
 - (b) The exterior wall and roof surfaces of such items that are set back less than the vertical dimension above the actual building shall be constructed as architecturally integral parts of the building FAÇADE(S).

B. Village Residential District

1. Permitted and Prohibited Uses

a. Permitted uses

- (1) SINGLE-FAMILY DETACHED RESIDENTIAL (SFD)
- (2) SINGLE-FAMILY ATTACHED RESIDENTIAL (SFA)

b. Permitted ACCESSORY USES

- (1) ACCESSORY BUILDING or STRUCTURE
- (2) AFFILIATED RESIDENTIAL USES
- (3) AMENITY CENTER
- (4) Home Occupations
- (5) PARK/OPEN SPACE

c. Uses permitted upon review and approval of a SPECIFIC USE PERMIT

- (1) CIVIC BUILDING
- (2) SCHOOL, PRIMARY OR SECONDARY
- (3) SENIOR/ASSISTED LIVING FACILITY and/or SKILLED NURSING HOME FACILITY and any STRUCTURED PARKING
- (4) Special events

d. Prohibited uses

Any use that is not expressly set forth as a permitted use in this Subsection "VILLAGE RESIDENTIAL DISTRICT" or not considered incidental to the primary permitted use.

2. Building Lot Dimensional Standards

a. Dimensional Table

Description	Single-Family Residential Detached	Single-Family Residential Attached
Building Type	Detached	Attached
Minimum Lot Area	4000 square feet	1200 square feet
Maximum Density	12 units per acre	24 units per acre
Minimum Lot Width	40 feet	20 feet
Minimum Lot Depth	90 feet	50 feet
Front Yard Setback (Alley-Loaded)	10 feet	6 feet
Front Yard Setback (Front-Loaded)	10 feet (building); 25 feet (garage door)	N/A
Side Yard Setback		
Interior Lot	5 feet	0 feet (side abutting another unit); 5 feet (side not abutting another unit)
Interior Lot (Zero Lot Line)	1 foot one side, 9 feet other side	N/A
Corner Lot	10 feet	10 feet
Minimum Rear Yard Setback	10 feet	5 feet
Maximum Building Height	3 stories, 50 feet	3 stories, 50 feet

b. Additional Dimensional Standards

- (1) Zero lot line development shall have a five (5) foot maintenance easement within the lot that abuts the 1-foot side of adjacent lot for maintenance.
- (2) SINGLE-FAMILY ATTACHED RESIDENTIAL shall be alley-loaded with overall building length not to exceed two hundred (200) feet and a required building separation of not less than ten (10) feet between buildings.

III. Architectural Standards

A. Architectural Standards – Village Urban Center District

1. Building FAÇADE Materials

- a. Permitted primary building materials (which must cover not less than 85% of the area of the FAÇADE) shall be:
 - (1) MASONRY/STONE
 - (2) STUCCO/PLASTER
 - (3) Hardie-Plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a SPECIAL EXCEPTION as a part of DETAILED SITE PLAN approval
- b. Accent building materials (no greater than 15% of the area of the FAÇADE) may be:
 - (1) Pre-cast masonry (for trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (for trim elements only)
 - (3) Metal (for beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (only for pliers, foundation walls and chimneys)
 - (5) EIFS

2. Building AWNINGS and CANOPIES

- a. Materials, Illumination and Location
 - (1) AWNINGS and CANOPIES shall be architectural and constructed with fully opaque materials that complement the building to which they are attached; provided, however, no shiny or reflective materials are permitted.
 - (2) AWNINGS and CANOPIES shall not be internally illuminated in a manner that illuminates the AWNINGS or CANOPY material; provided, however, downward lighting limited to lighting the building FAÇADE, sidewalk areas, and seating areas, is permitted to be installed beneath AWNINGS and CANOPIES.

3. Building Roofs

- a. Permitted Roof Materials
 - (1) Architectural asphalt shingles
 - (2) Tile, clay or concrete (faux clay)
 - (3) Slate (equivalent synthetic or better)
 - (4) Metal (standing seam, equivalent or better)
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefn (TPO) membrane or equivalent determined by BUILDING OFFICIAL
- b. Flat Roofs – roof material interior to the PARAPET shall not be visible from any adjacent ground-level areas.

4. Building Mechanical, Underground Utilities, and Solid Waste Facilities

- a. Mechanical Equipment
 - (1) Ground level transformers, HVAC equipment, lift stations, utility meters, and other machinery shall be located at the rear of the lot where practical
 - (2) Roof mounted equipment shall be screened from view from the PUBLIC SPACE where practical.
- b. All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of DETAILED SITE PLAN.

c. Solid Waste Collection and Disposal

- (1) Location of solid waste facilities shall be approved at time of DETAILED SITE PLAN.
- (2) Solid waste facilities including trash compactors shall be screened by a MASONRY wall of a height that is at least one (1) foot above the height of the solid waste facility or trash compactor. Such screening wall shall be built with the same materials as used for the principal building, or an otherwise CITY approved material
- (3) Access to Solid waste facilities shall be provided by a metal gate or door equal in height of the wall and shall remain closed at all times when not being accessed for purpose of disposing solid waste into, or collecting for off-site disposal from, the facility.

B. Architectural Standards – Village Residential District**1. Architectural Diversity**

- a. Floor plans and front FAÇADES of the same PRIMARY BUILDING MATERIAL color for SINGLE-FAMILY DETACHED RESIDENTIAL shall be separated from one another by no fewer than three (3) lots for same floor plans and no fewer than four (4) lots for the same front FAÇADE.
- b. No combination of the same masonry color, mortar color, and sand color shall be repeated for SINGLE FAMILY DETACHED RESIDENTIAL buildings located on adjacent lots.
- c. The following list of architectural elements shall be incorporated into FAÇADES of SINGLE-FAMILY DETACHED RESIDENTIAL buildings with a choice of at least two (2) different elements occurring no more often than every fourth (4th) lot and be included in the DETAILED SITE PLAN:
 - (1) BALCONY
 - (2) Front Porch (may occur more often than every 4th lot)
 - (3) Chimney
 - (4) Patio courtyard
 - (5) MASONRY, stone, or cast stone accents
 - (6) Double entry doors
 - (7) Covered entry
 - (8) DORMERS
 - (9) Cedar shutters
 - (10) Natural stone (30% front FAÇADE)
 - (11) 10:12 or great roof pitch (may occur more often than every 4th lot)
 - (12) Gables with architecture feature
 - (13) Arch top windows
 - (14) Circle top windows
 - (15) Stained wood columns

2. Building FAÇADES

FAÇADE treatments are those portions of a building's STREET FRONTAGE FAÇADE elevation extending from the ground to the roof that consists of a single layer or architectural expression.

- a. RESIDENTIAL buildings shall have a finished floor elevation of not less than one (1) foot above the top of the front curb elevation.
- b. Wall openings shall not span vertically more than one story.

3. Building FAÇADE Materials

- a. Permitted primary building materials (which must cover not less than 85% of each area of the area of the FAÇADE) shall be:
 - (1) MASONRY/STONE
 - (2) STUCCO/PLASTER
 - (3) Hardie-Plank™ equivalent or better siding
 - (4) Other primary building materials shall be required to obtain a SPECIAL EXCEPTION as a part of SITE PLAN approval
- b. Accent building materials (which may cover no more than 15% of the area of the FAÇADE) may be:
 - (1) Pre-cast masonry (limited trim and cornice elements only)
 - (2) Gypsum reinforced fiber concrete (limited to trim elements only)
 - (3) Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - (4) Split-faced CMU block (but used only for piers, foundation walls and chimneys)
 - (5) EIFS
- c. Calculation of the percentage of the area of permitted building materials on a FAÇADE shall not include:
 - (1) The area occupied by windows and doors (including garage doors); and
 - (2) Other architectural features above the roofline, or areas not in plane with first-floor wall.

4. Building Windows

Windows shall conform to the following:

- a. Window Materials
 - (1) Specialty windows such as stained, opalescent, or glass block shall be permitted in limited amounts but in no case greater than fifteen (15) percent of the total window area of the FAÇADE.
 - (2) Solar screens are permitted only on FAÇADES not visible from the PUBLIC SPACE.
- b. Window Configurations
 - (1) The horizontal dimension of the window opening shall not exceed the vertical dimension except as provided in subparagraph b. (2), below.
 - (2) A maximum of five (5) windows may be mulled horizontally together to form a compound window which may be wider than it is tall if each grouping is separated by a mullion, column, pier or wall section that is not less than seven (7) inches wide.
- c. Alterations to these standards may be granted as part of a DETAILED SITE PLAN.

5. Building Roofs and PARAPETS

- a. Permitted Roof Materials
 - (1) 30-year dimensional shingles.
 - (2) Tile, clay or concrete (faux clay).
 - (3) Slate (equivalent synthetic or better).
 - (4) Metal on porches and accent roofs.
 - (5) Roofing material for flat roofs shall be monolithic Thermoplastic Polydefin (TPO) membrane or equivalent determined by BUILDING OFFICIAL.
 - (6) Roofing materials shall have a minimum 30-year rated warranty.
- b. Authorized Roof Configurations
 - (1) Pitched Roofs

Hip and gable roofs shall be symmetrically pitched 8:12 or greater.

(2) Flat Roofs

Roof material interior to the PARAPET shall not be visible from any adjacent ground-level areas.

c. Roofs, Dormers and Chimneys

(1) DORMERS and chimney chases above the roof structure shall be finished with a permitted PRIMARY BUILDING MATERIAL

(2) Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior. Finished construction that provides for an exposed pre-fabricated metal flue piping (other than gas appliance vent stacks required by applicable construction codes) is prohibited

6. Underground Utilities

- a. All electrical, phone, cable and other similar types of facilities shall be underground except for service boxes which shall be approved at the time of DETAILED SITE PLAN.

IV. Lighting, Parking and Signage Standards

A. Lighting

1. STREET Lights

- a. STREET LIGHTS shall be install in accordance with the following:
 - (1) MAJOR STREETS – spaced a maximum of one hundred and fifty feet (150) feet including one (1) at each intersection.
 - (2) MINOR STREETS – spaced a maximum of one hundred feet (100) feet including one (1) at each intersection.
 - (3) LOCAL STREETS – lighting shall be at each intersection.
- b. STREET LIGHTS shall not cast a perceptively unnatural spectrum of light (such as low-pressure sodium) or project light skyward (dark sky friendly lighting).

2. VILLAGE URBAN CENTER Lighting

- a. An exterior Lighting Plan shall be approved as part of the DETAILED SITE PLAN for the VILLAGE URBAN CENTER.
- b. Lighting Standards
 - (1) Site lighting shall be of a design, height, and location to illuminate only the lot on which the light fixture is located unless illumination across lot lines is by a lighting fixture is authorized by the approved lighting plan included in the approved DETAILED SITE PLAN.
 - (2) Lighting elements shall not cast a clearly/perceptively unnatural spectrum of light (such as low pressure sodium). Lighting elements shall be limited to incandescent, metal halide, or halogen type fixtures.
 - (3) No flashing, traveling, animated, or intermittent lighting shall be visible from the exterior of any building whether such lighting is of temporary or long-term duration.

B. Parking

1. Parking Standards

- a. SINGLE-FAMILY RESIDENTIAL
 - (1) SINGLE-FAMILY RESIDENTIAL DETACHED and ATTACHED shall provide a minimum of two (2) garage parking spaces that shall remain usable for parking of two (2) passenger vehicles.
 - (2) Additional visitor parking (on or off street) shall be provided for SINGLE-FAMILY RESIDENTIAL uses at a rate of one (1) space per four (4) dwellings located within five hundred (500) feet for any SINGLE-FAMILY RESIDENTIAL lot providing parking for less than four (4) vehicles.
- b. MID-RISE RESIDENTIAL
 - (1) A minimum of 1.5 parking spaces shall be provided for each MID-RISE RESIDENTIAL unit.
 - (2) Additional onsite visitor parking shall be provided for MID-RISE RESIDENTIAL at a rate of one (1) space per six (6) units.
- c. VILLAGE URBAN CENTER
 - (1) For uses other than MID-RISE RESIDENTIAL, a Parking Plan prepared by a Texas professional engineer shall be submitted to the CITY that sets forth how the uses in the VILLAGE URBAN CENTER will accommodate parking demand. The Parking Plan shall be based on the parking standards set forth herein, or in the absence of a standard for a proposed use, shall be established as part of the approved DETAILED SITE PLAN.
 - (2) Required parking ratios for VILLAGE URBAN CENTER uses shall be:
 - (a) Office – 1 space per 300 square foot

- (b) Retail – 1 space per 250 square foot
- (c) Restaurant – 1 space per 150 square foot

2. On-Street Parking

- a. On-street parallel parking shall be eight (8) feet in depth and twenty-two (22) feet length.
- b. On-street parking may be counted towards meeting off-street parking requirements if authorized by the approved DETAILED SITE PLAN.

C. Signage

3. Signage Plan

- a. A Comprehensive Sign Plan shall be submitted to the CITY as part of the DETAILED SITE PLAN.
- b. Only individual lettering on a VILLAGE URBAN CENTER signage may be internally lit.
- c. Lettering on AWNINGS and CANOPIES shall be limited to six (6) inches tall located only on vertically hanging fabric at curbside.

4. Prohibited or Limited Signs

- a. Billboards, off-premises, pole signs, marquees, animated, flashing or intermittent signs, and roof and painted building FAÇADE signs are prohibited.
- b. Portable or wheeled signs and advertising devices located outside any building shall be prohibited.

V. Landscaping and Park/Open Space Standards

A. Landscaping

1. Landscaping – Trees

a. STREET TREES

- (1) MAJOR STREETS shall have STREET TREES planted along the PARKWAY with a spacing of no greater than one hundred (100) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (2) MINOR and LOCAL STREETS shall have STREET TREES planted along the PARKWAY with a spacing of no greater than seventy-five (75) feet on center measured per BLOCK face or on a project by project basis, whichever is the smaller lineal dimension.
- (3) For on-street parking spaces where bump-outs are utilized for parallel parking, one (1) STREET TREE shall be planted in each bump-out.
- (4) STREET TREES shall be at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

b. VILLAGE URBAN CENTER TREES

- (1) Where the primary structure is located within twenty (20) feet of the front property line, the VILLAGE URBAN CENTER use shall be only responsible for planting STREET TREES in accordance with standards for STREET TREES on MAJOR STREETS.
- (2) Where the primary structure is located greater than twenty (20) feet from the front property line, the following tree planting shall be required:
 - (a) One tree at least three (3) caliper inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting for each fifty (50) feet of linear STREET FRONTAGE, which trees shall be planted within fifteen (15) feet of the front property line.
 - (b) Trees may be planted in groups with appropriate spacing for species.
 - (c) The trees required by this Subparagraph b. shall be in addition to the required STREET TREES.

c. SINGLE-FAMILY RESIDENTIAL TREES

(1) General

- (a) Required FRONT YARD TREES shall be in addition to the required STREET TREES
- (b) Required FRONT YARD TREES shall be at least three (3) inches in diameter measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting.

(2) Required FRONT YARD TREES

- (a) Lots having building setbacks of ten (10) feet or less no FRONT YARD TREES shall be required.
- (b) Lots having building setbacks of greater than ten (10) feet one (1) FRONT YARD TREES shall be required.

2. Landscaping – Yards

a. VILLAGE URBAN CENTER Yards

- (1) Required Landscaping shall be approved as a part of DETAILED SITE PLAN approval.

b. SINGLE-FAMILY RESIDENTIAL LOTS Yards

- (1) For lots widths of forty (40) feet or greater, no fewer than four (4) five (5) gallon shrubs and twelve (12) one (1) gallon shrubs shall be planted.

- (2) For lots widths twenty-five (25) feet and less than forty (40) feet, no fewer than three (3) five (5) gallon shrubs and eight (8) one (1) gallon shrubs shall be planted.
- (3) For lots widths less than twenty-five (25) feet, no fewer than two (2) five (5) gallon shrubs and six (6) one (1) gallon shrubs shall be planted.
- (4) SINGLE-FAMILY RESIDENTIAL lots shall have full sod installed within any portion of the front yard and side yard abutting a STREET not covered by walkways, driveways, trees, shrubbery, ground cover or planting beds, or other approved landscape materials.
- (5) Decorative rocks shall be permitted in limited amounts and within areas between structures where plant material is difficult to maintain.

3. Landscaping – Parking Lots

- a. Five (5) linear feet of landscaped evergreen screening and/or masonry wall at a height of three (3) feet shall be planted between the STREET right-of-way and the parking area in all parking areas within a parking lot abutting a STREET.
- b. The following interior landscaping shall be planted in off-street, surface parking that contains twenty (20) or more parking spaces:
 - (1) Twenty (20) square feet of landscaping for each parking space shall be installed within the paved boundaries of the parking area.
 - (2) Landscaped islands shall be located at the ends of all parking rows and one (1) landscaped island for each twenty (20) parking spaces in a parking row shall be located on the interior of each parking row. The location the landscape islands within parking areas shall be approved as part of the DETAILED SITE PLAN
 - (3) No fewer than one (1) tree, three-inch (3) caliper inch minimum as measured four (4) feet above grade and not less than ten (10) feet in height measured from the base of the main trunk showing at grade at time of planting shall be planted in each parking lot landscaped island.
 - (4) Landscaped islands shall be not less than six (6) feet wide, not less than ninety percent (90%) of the abutting parking space in length, and planted with approved ground cover.
 - (5) Landscaped areas shall be protected by a raised six (6) inch concrete curb with pavement placed no closer than three (3) feet from the trunk of a tree if no CITY-approved root barrier has been installed.

4. Landscaping – Fences/Walls

- a. Fences/Walls – General
 - (1) Metal fencing shall be ornamental metal, tubular steel or similar material with a consistent design and finished in black.
 - (2) MASONRY walls shall be constructed with MASONRY materials compatible with adjacent buildings.
 - (3) Wood fencing adjacent to STREETS shall be board-on-board with capping, pre-stained cedar, with steel posts.
 - (4) Fences and walls exceeding eight (8) feet in height are prohibited except to screen service areas of VILLAGE URBAN CENTER.
 - (5) Fence and wall materials and location shall be approved as part of the DETAILED SITE PLAN.
- b. Fencing/Walls – MAJOR STREETS
 - (1) WOOD fencing along MAJOR and MINOR STREETS is prohibited.
 - (2) MASONRY walls exceeding two (2) feet in height shall be designed with footings approved by a structural engineer or other appropriately licensed professional.
- c. Fences/Walls – RESIDENTIAL
 - (1) No fence or wall shall be permitted within front yards except on corner lots, wherein approved ornamental metal fences, not exceeding five (5) feet in height, may be installed within the front yard not serving as the main entry point to the dwelling (i.e. the side yard along the STREET).

- (2) On RESIDENTIAL lots abutting or facing a PARK/OPEN SPACE, only ornamental metal fencing shall be used on the side of the lot facing the PARK/OPEN SPACE unless another material approved as part of the DETAILED SITE PLAN.
- (3) Fences and walls consisting of materials or placed in locations not otherwise authorized by this Subparagraph may be approved as part of the approved DETAILED SITE PLAN.

5. Landscaping – Irrigation

Permanent automatic irrigation systems shall be designed, installed, and operated for all required landscaping.

6. Landscaping – Completion

- a. No certificate of occupancy for any building on any lot may be issued until all required irrigation systems, trees and other plant materials have been installed and/or planted on the lot.
- b. Due to on-going drought conditions, the CITY may authorize delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
- c. In the event of such authorized delay, all landscape materials shall be planted not later than the date provided in the authorization. Failure to install all landscaping by the date set forth in the delay authorization shall be a violation of this Ordinance.

B. Park/Open Space

1. PARK/OPEN SPACE

- a. VILLAGE URBAN CENTER
 - (1) VILLAGE URBAN CENTER uses, other than MID-RISE RESIDENTIAL, shall not be required to set aside a percentage of lot area for PARK/OPEN SPACE.
 - (2) MID-RISE RESIDENTIAL shall allocate not less than ten percent (10%) of the lot area to PARK/OPEN SPACE.
 - (a) Landscaped parking areas, walkways, yards and entries shall be considered PARK/OPEN SPACE.
 - (b) Areas designated as PARK/OPEN SPACE shall be shown on the approved DETAILED SITE PLAN.
- b. VILLAGE RESIDENTIAL
 - (1) Areas designated as PARK/OPEN SPACE shall be shown on all approved DETAILED SITE PLANS.
 - (2) PARK/OPEN SPACE shall be maintained by either a property or homeowners association or by the CITY if designated public PARK/OPEN SPACE.

2. PEDESTRIAN PATHWAYS

- c. PEDESTRIAN PATHWAYS shall be a minimum of six (6) feet in width on MAJOR and MINOR STREETS and five (5) feet on LOCAL STREETS.
- d. PEDESTRIAN PATHWAYS shall be installed at all required locations on a lot prior to issuance of a certificate of occupancy of the first building constructed on the lot or, if the issuance of a certificate of occupancy is required, the commencement of the provision of utilities to any building on the lot.

VI. Definitions

A. Purpose

The words and phrases as used in this ORDINANCE shall have the following meanings unless the context of such use clearly indicates otherwise. Words and phrases not defined within the Definitions, but which are defined in the City of Sherman's Zoning Ordinance shall have the meaning provided such words and phrases in the Zoning Ordinance. Wherever a word or phrases is printed in CAPITAL LETTERS, it is being used as defined herein.

B. Terms Defined

ACCESSORY BUILDING OR STRUCTURE (RESIDENTIAL DISTRICT) – A subordinate building or structure, detached and used for a purpose customarily incidental to the main structure such as a private garage for automobile storage, tool house, lathe or greenhouse as a hobby (no business), home workshop, children's playhouse, storage house, garden shelter or swimming pool, but not involving the conduct of a business.

ACCESSORY USE (see USE).

AFFILIATED RESIDENTIAL USES (see USE).

ALLEY – A public space or drive which affords secondary means of access to abutting property.

AMENITY CENTER – An OPEN SPACE area developed as a recreational center for the use by VILLAGE residents and their guests that may include pools, hot tubs, meeting rooms, workout spaces, bathrooms, playgrounds and similar uses.

AWNING – A cantilevered, projected or suspended cover over the sidewalk portion of the PUBLIC SPACE. This also includes roof-like coverings, usually of canvas or metal and often adjustable, placed over the sidewalk, windows, or doors to provide protection from sun and rain.

BALCONY – An exterior platform attached to the building FAÇADE extending outward from an interior room located above a GROUND STORY.

BLOCK – An area enclosed by streets and occupied by or intended for buildings; or if said word is used as a term of measurement, it shall mean the full length along the street between the intersection of two streets.

BUILDING HEIGHT – For VILLAGE URBAN CENTER uses, BUILDING HEIGHT is measured in STORIES; for SINGLE-FAMILY RESIDENTIAL uses, BUILDING HEIGHT is measured from the existing grade to the midpoint of a gabled roof line or the top of the PARAPET or mansard roof.

BUILDING OFFICIAL – The official appointed to enforce the ZONING ORDINANCE.

CANOPY – An architectural projection of canvas or similar material that provides weather protection over an area and is supported by the building to which it is attached and at the outer end by not less than two posts.

CITY – City of Sherman, Texas.

CIVIC BUILDING – Publicly- or privately-owned buildings that are open to the public for non-COMMERCIAL purposes.

COMMERCIAL INDOOR AMUSEMENT (see USE).

COMMERCIAL USE (see USE).

CONCEPTUAL PLAN – Proposed land uses as shown on the CONCEPTUAL PLAN.

DETAILED SITE PLAN – A site plan approved by the City of Sherman.

DEVELOPMENT DISTRICTS

VILLAGE URBAN CENTER – Land designated on the DEVELOPMENT DISTRICT MAP as VILLAGE URBAN CENTER intended for more flexible development standards allowing for VILLAGE URBAN CENTER uses ranging from single lot projects such as big-box stores and hotels to larger-scale shopping centers and business centers as well as MID-

RISE RESIDENTIAL uses.

VILLAGE RESIDENTIAL DISTRICT – Land designated on the DEVELOPMENT DISTRICT MAP as RESIDENTIAL Intended for a mix of DETACHED and ATTACHED RESIDENTIAL.

DORMER – Small, roofed ancillary structures with windows providing light and air to habitable space within the roof.

EIFS (EXTERIOR INSULATION AND FINISH SYSTEM) – a no-load bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

FAÇADE – Exterior building face.

FENESTRATION – Openings in the building wall allowing light and views between interior and exterior measured as glass area.

FRONT SETBACK LINE – The line at which the building FAÇADE shall be located adjacent to or behind.

FRONT YARD TREE (see TREE, FRONT YARD).

HEIGHT (see BUILDING HEIGHT)

HOTEL, FULL SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays with one or more restaurants and lounges, food and beverage catering, conference meeting rooms, recreational amenities, and STRUCTURED PARKING.

HOTEL, LIMITED SERVICE – An establishment offering temporary lodging facilities consisting of regular rooms or suites suitable for short-term stays that may offer a business center, pool/whirlpool, workout room, a meeting room and a lobby marketplace for snacks and beverages; the establishment may offer restaurant services geared to primarily hotel guests.

LOT, CORNER – A lot that is bounded by intersecting STREETS.

LOT COVERAGE – The percentage of the total area of a lot occupied by the base (first story or floor) of buildings located on the lot or the area determined as the maximum cross-sectional area of the building; eaves, drives, uncovered patios/porches, sidewalk, and similar improvements are excluded from LOT COVERAGE computations.

LOT LINE – The lines bounding a lot.

LOT WIDTH – The width of the lot as measured at the FRONT SETBACK LINE.

MAJOR STREET (see STREET, MAJOR).

MASONRY/STONE – Defined as construction material three (3) inches or thicker composed of natural stone, kiln fired clay brick, decorative concrete block or other masonry material approved by the CITY'S BUILDING OFFICIAL.

MINOR STREET (see STREET, MINOR).

OFFICE BUILDING – A building used to house OFFICE USES.

PARAPET – A low wall projecting from the edge of a platform, terrace, or roof.

PARAPET HEIGHT – Where used to limit building height, PARAPET HEIGHT is the distance measured at the top of the parapet, including any coping.

PARK (see OPEN SPACE).

PARK/OPEN SPACE – Land and water designed for active and/or passive recreational enjoyment, but also including small vegetative spaces, flood plains, AMENITY CENTERS, development entries, PEDESTRIAN PATHWAYS; areas located within a SINGLE-FAMILY RESIDENTIAL LOT or within a public right-of-way shall not be considered PARK/OPEN SPACE.

PARKWAY – An area located immediately between the street curb and sidewalk in which STREET TREES and street lights and other such infrastructure are placed.

PEDESTRIAN PATHWAY – A paved walkway/sidewalk that provides pedestrian access throughout a community to VILLAGE URBAN CENTER and RESIDENTIAL uses; PEDESTRIAN PATHWAYS are not considered appropriate for bicycle use.

PLANNING AND ZONING COMMISSION – The Planning and Zoning Commission of the City of Sherman, Texas.

PUBLIC SPACE – The public domain commonly referred to as the public **STREETS**, **ALLEYS** and rights-of-way but can include travel lanes, **PARKWAYS**, **PEDESTRIAN PATHWAY**, and **PARK/OPEN SPACE**.

REAR LOT LINES – Lot lines located at the rear of the property and often abutting **ALLEYS**.

RETAIL (see **USE**).

RESIDENTIAL (see **USE**)

SCHOOL, PRIMARY OR SECONDARY – A school operated by an independent school district, religious entity or private corporation providing a kindergarten, elementary and/or secondary curriculum.

SCHOOL, COLLEGE OR UNIVERSITY – An academic institution of higher learning, accredited or recognized by the State and offering a program or series of programs of academic study.

SENIOR/ASSISTED LIVING FACILITY – A residential living facility for older adults that may include independent living arrangements designed exclusively for seniors, generally those 55 years or older, to live independently within an apartment-style facility or freestanding home; It may also include, as an **ACCESSORY USE**, living facilities that offer a larger range of services for residents as their level of care expands, as long as the resident does not need skilled 24-hour nursing care.

SKILLED NURSING HOME FACILITY – State-licensed long-term care residential living facility offering 24-hour medical care provided by registered nurses, licensed practical nurses and/or certified nurse assistants for residents who are totally dependent on nursing care or short-term rehabilitation between hospital and home.

STORY – That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

STORY, GROUND – The first level of a building at or above grade.

STREET – A public thoroughfare used for vehicular traffic usually within dedicated right-of-way; this definition does not include **ALLEYS**, **CITY** fire lanes, driveways, or access aisles or easements.

STREET LIGHT – A luminaire installed on both sides of a **STREET** within the public right-of-way.

STREET, MAJOR – A **STREET** having four or more travel lanes with rights-of-way greater than seventy (70) feet.

STREET, MINOR – A **STREET** having three or less travel lanes with rights-of-way exceeding sixty (60) feet but not exceeding seventy (70) feet.

STREET, LOCAL – A **STREET** having two travel lanes with rights-of-way sixty (60) feet or less.

STREET FRONTAGE – That portion of the lot or building that is coincident with the **FRONT SETBACK LINE**.

STREET TREE (see **TREE, STREET**).

STUCCO/PLASTER – Stucco/Plaster material shall only be considered as meeting the masonry requirement when applied using a 3-step process over diamond metal lath mesh to a 7/8-inch thickness or by other processes producing comparable cement stucco finish with equal or greater strength, durability, and fire resistive specifications.

TREE, STREET – A tree planted in the **PARKWAY**.

TREE, FRONT YARD – A tree planted in a front yard area.

USES

ACCESSORY USE – A use of land or building or portion thereof customarily incidental and subordinate to the principal use of the land or building and located on the same lot with the principal use; within a **RESIDENTIAL DISTRICT** this may include a pool, children's play equipment, gazebo, picnic table, etc.

AFFILIATED RESIDENTIAL USE – A use intended for the residents and their guests of a RESIDENTIAL use that includes a leasing office, fitness center, game room, laundry, pool, amenity center and other residential-related services and uses.

BUSINESS SERVICE USE – Establishments primarily engaged in rendering services to business establishments on a fee or contract basis, including but not limited to advertising and mailing; building maintenance; employment service; management and consulting services; equipment rental and leasing (does not include outside storage or heavy construction equipment); commercial research; development and testing; photo finishing; and supplies services.

CIVIC USE – Community uses including the following: meeting halls; libraries; schools (kindergarten through college); police and fire stations; post offices (retail operations only, no primary distribution facilities); places of worship; museums; cultural, visual and performing art centers; transit centers; government functions open to the public; and, other similar uses.

COMMERCIAL INDOOR AMUSEMENT USE – Commercial establishments wholly contained within a building that provide amusement, entertainment or games of skill for a fee or admission charge including, but not limited to, billiards, bowling, video or game arcades, movie theaters, and skating rinks.

COMMERCIAL USE – Includes BUSINESS SERVICES, OFFICES, PERSONAL SERVICES, RETAIL SERVICES, RETAIL SPECIALTY USES, RETAIL TRADE USES, STUDIO USES, and RECREATIONAL LAGOON.

PERSONAL SERVICE USE – Establishments primarily engaged in providing services involving the care of a person or his or her apparel, including laundry, cleaning and garment services, garment pressing, coin operated laundries, beauty shops, barber shops, shoe repair, reducing salons and health clubs, clothing rental, doctors, dentists, chiropractors, veterinarians, etc.

OFFICE USE – Includes, but are not limited to lawyers, engineers, architects, landscape architects, accountants, insurance agencies, economic consultants, general business offices, or other similar professions.

RECREATIONAL LAGOON – A large, artificially-created recreational water body for swimming and other water-related activities (can be a COMMERCIAL or CIVIC use).

RESIDENTIAL USE – A range of housing uses that encompass SINGLE-FAMILY and MID-RISE uses, and SENIOR/ASSISTED and/or SKILLED NURSING HOME FACILITIES.

RESIDENTIAL, SINGLE-FAMILY ATTACHED – A SINGLE-FAMILY RESIDENTIAL use constructed in a group of two (2) or more attached units separated by property lines in which each unit extends from foundation to roof.

RESIDENTIAL, SINGLE-FAMILY DETACHED – A free-standing, SINGLE-FAMILY RESIDENTIAL use occupying a single lot not sharing any walls in common with adjacent SINGLE-FAMILY RESIDENTIAL use.

RESIDENTIAL, MID-RISE – A multi-storied residential building containing multiple separate housing units above one another for residential purposes within one building or complex, commonly referred to as "apartments;" this definition does not include a HOTEL or any short-term stay facility (stays of less than six months) but may include ground-floor commercial.

RESIDENTIAL, SINGLE-FAMILY – A residential dwelling occupied by persons living as a single household unit; this definition includes DETACHED and ATTACHED residential uses but does not include MID-RISE RESIDENTIAL.

RETAIL SERVICE USE – Establishments providing services, as opposed to products, to the general public, including restaurants, LIMITED and FULL SERVICE HOTELS, finance, real estate and insurance, travel agencies, health and educational services, and galleries.

RETAIL SPECIALTY USE – Include, but are not limited to the sale of gifts, antiques, flowers, books, jewelry, wearing apparel or craft shops making articles exclusively for sale at retail on the premises. Establishments selling used goods or merchandise and retail store sales consisting primarily of specialty and novelty items as defined by City of Sherman Resolution No. 77-028 are specifically excluded.

RETAIL TRADE USE – Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Establishments primarily engaged in the selling of used goods or merchandise are specifically excluded.

STUDIO USE – Includes, but is not limited to dance, art, music, photography, radio or television and specifically excluding any type of sexually oriented business.

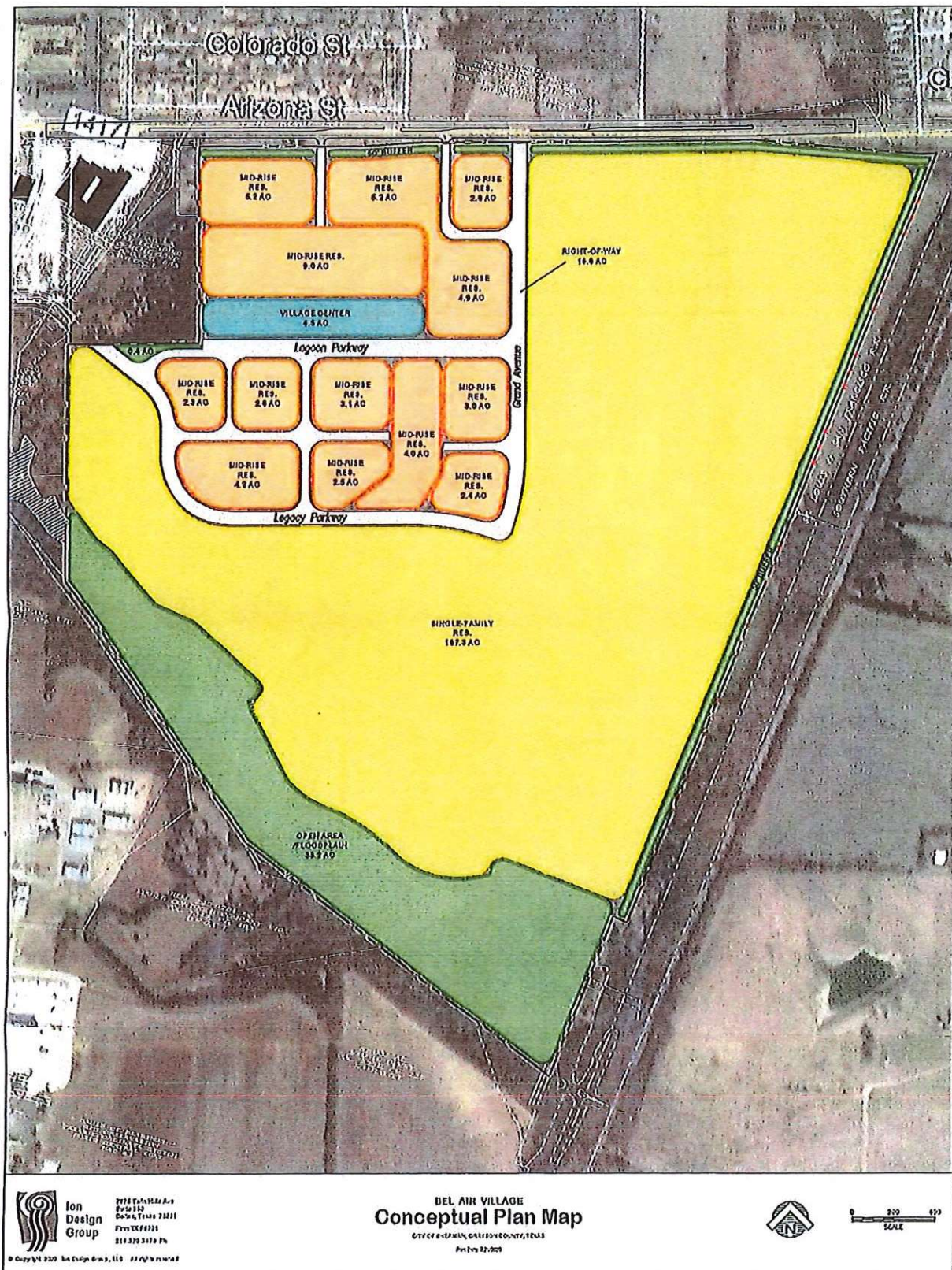
VILLAGE URBAN CENTER USE – Any use that is defined herein as a MID-RISE RESIDENTIAL, BUSINESS SERVICE, OFFICE, PERSONAL SERVICE, RETAIL SERVICE, RETAIL SPECIALTY, RETAIL TRADE, and STUDIO uses but specifically excluding any uses prohibited by this ORDINANCE.

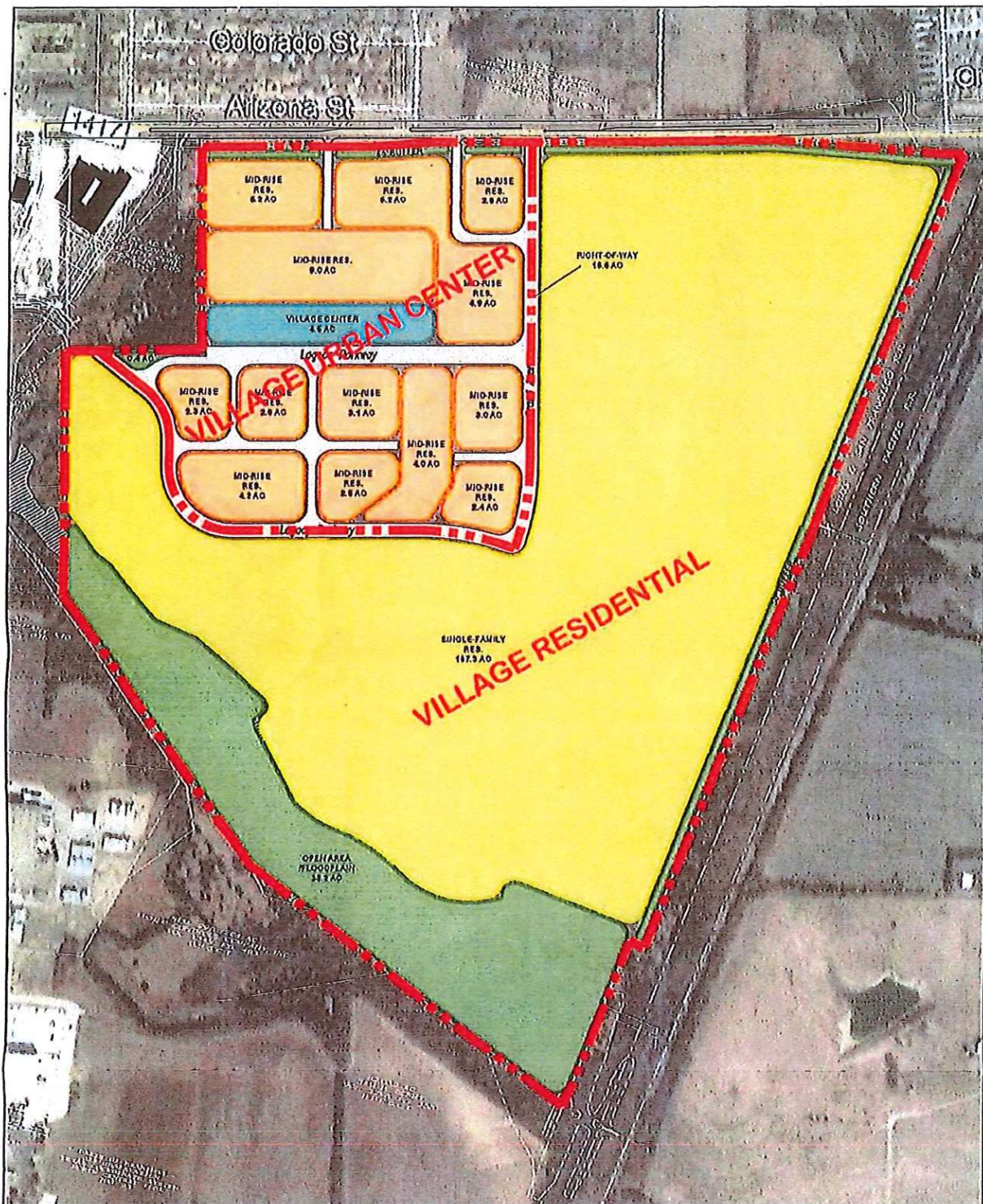
VILLAGE URBAN CENTER USE (see USE).

ZONING ORDINANCE – The Zoning Ordinance of the City of Sherman, as amended from time to time, including any future codifications.

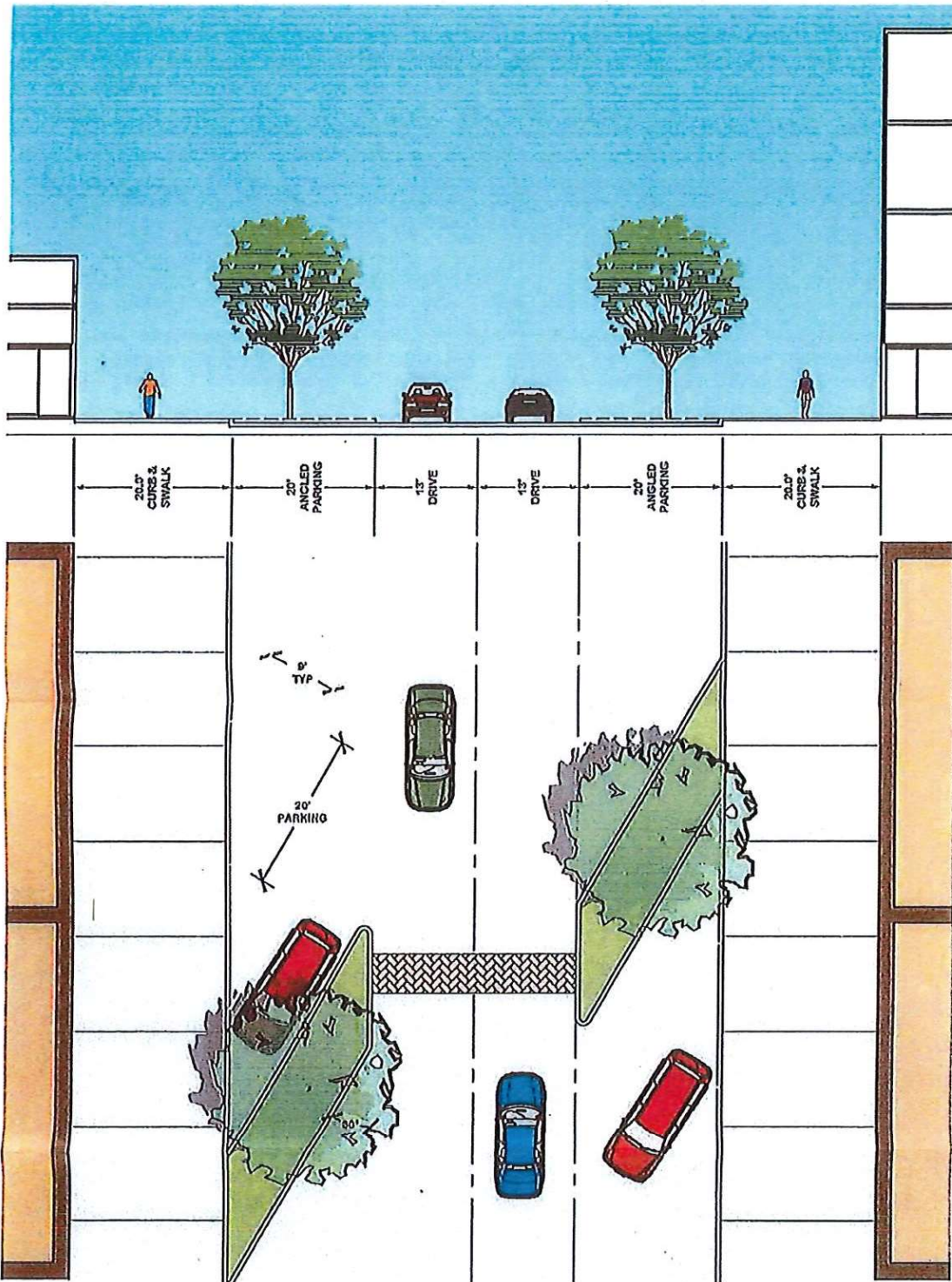
VII. Appendices

- A. Appendix – Conceptual Plan Map
- B. Appendix – Development Districts Map
- C. Appendix – Street Cross Sections





LAGOON PARKWAY - 106' R.O.W.



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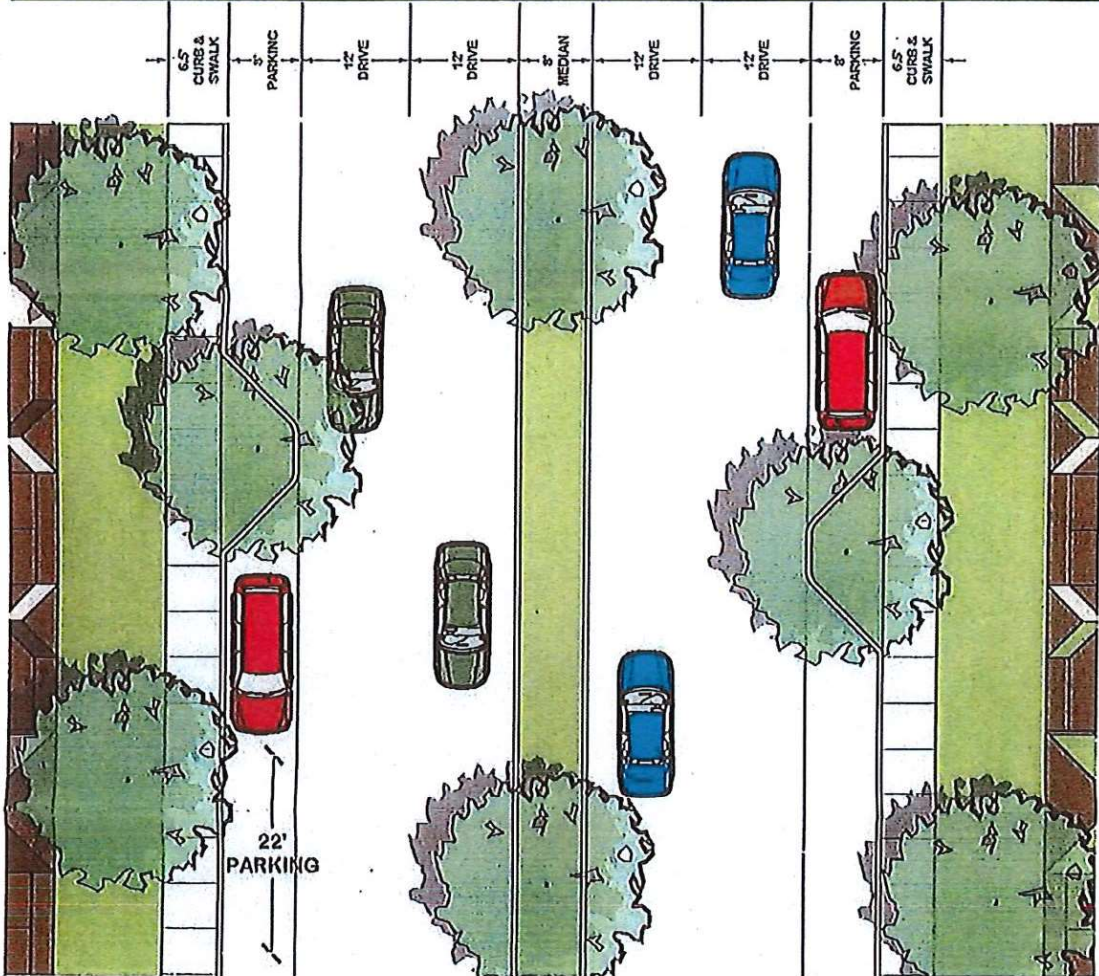
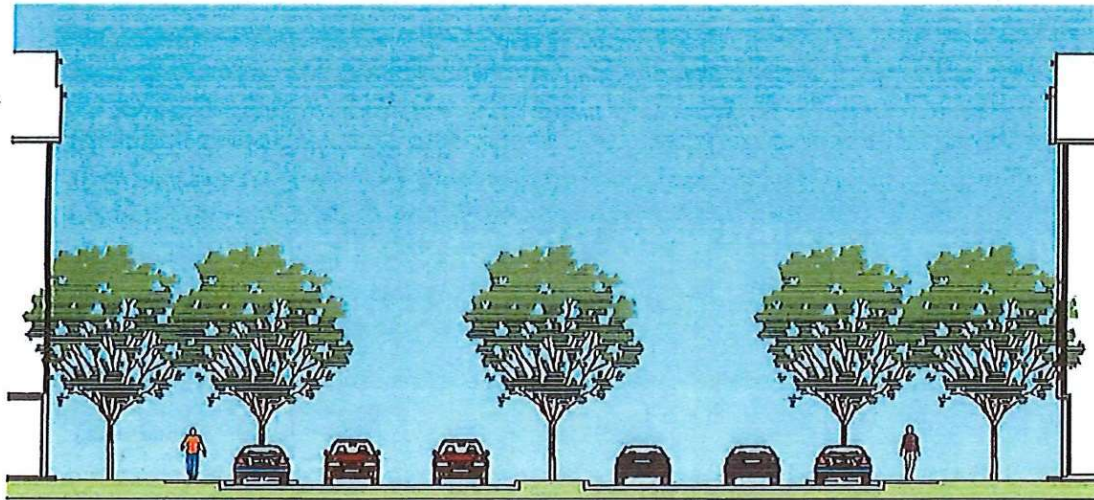
**BEL AIR VILLAGE
STREET SECTIONS**
SHERMAN, TEXAS
May 2020



**Ion
Design
Group**

7075 Twin Hills Ave
Suite 350
Dallas, Texas 75231
Firm TX F0701
214.370.3470 Ph

GRAND AVENUE - 85' R.O.W.



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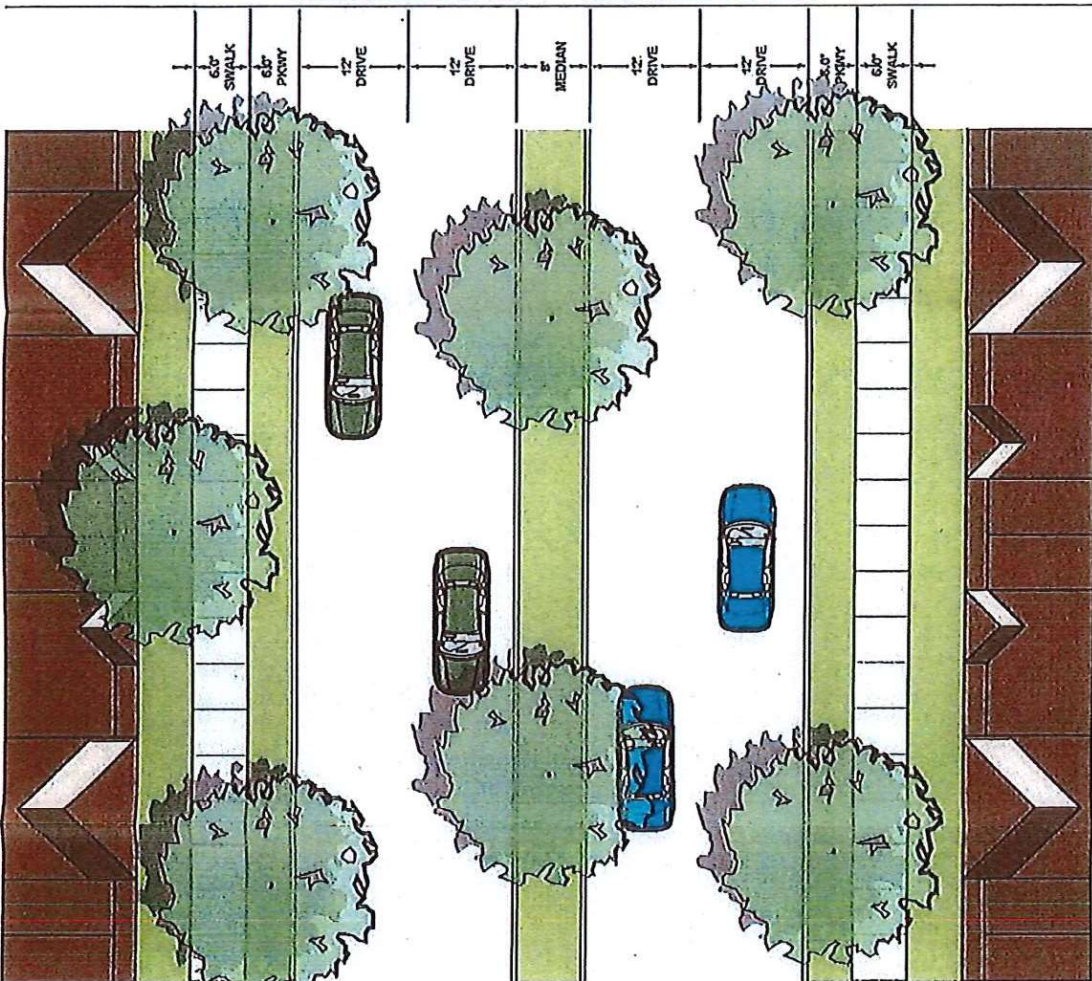
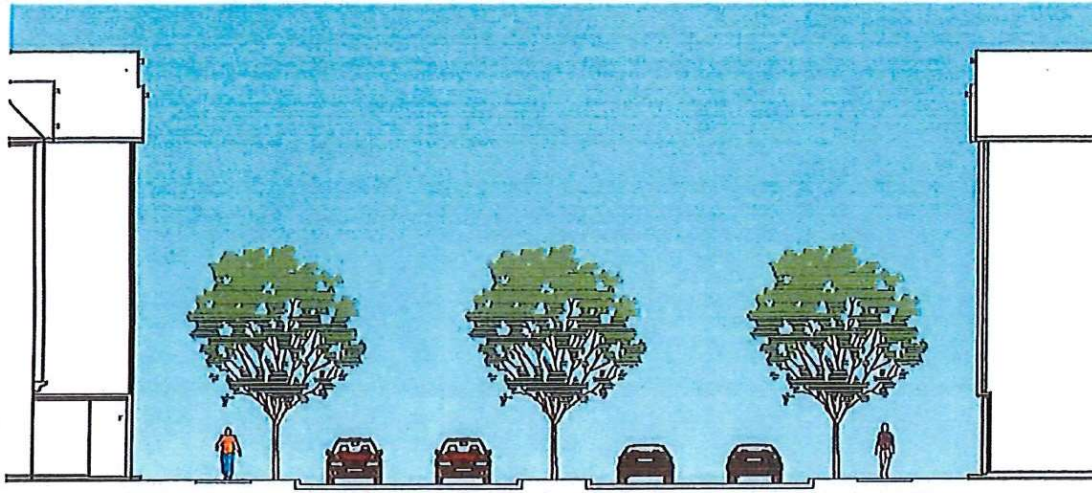
**BEL AIR VILLAGE
STREET SECTIONS**
SHERMAN, TEXAS
May 2020



**Ion
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Group**

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LEGACY PARKWAY - 80' R.O.W.



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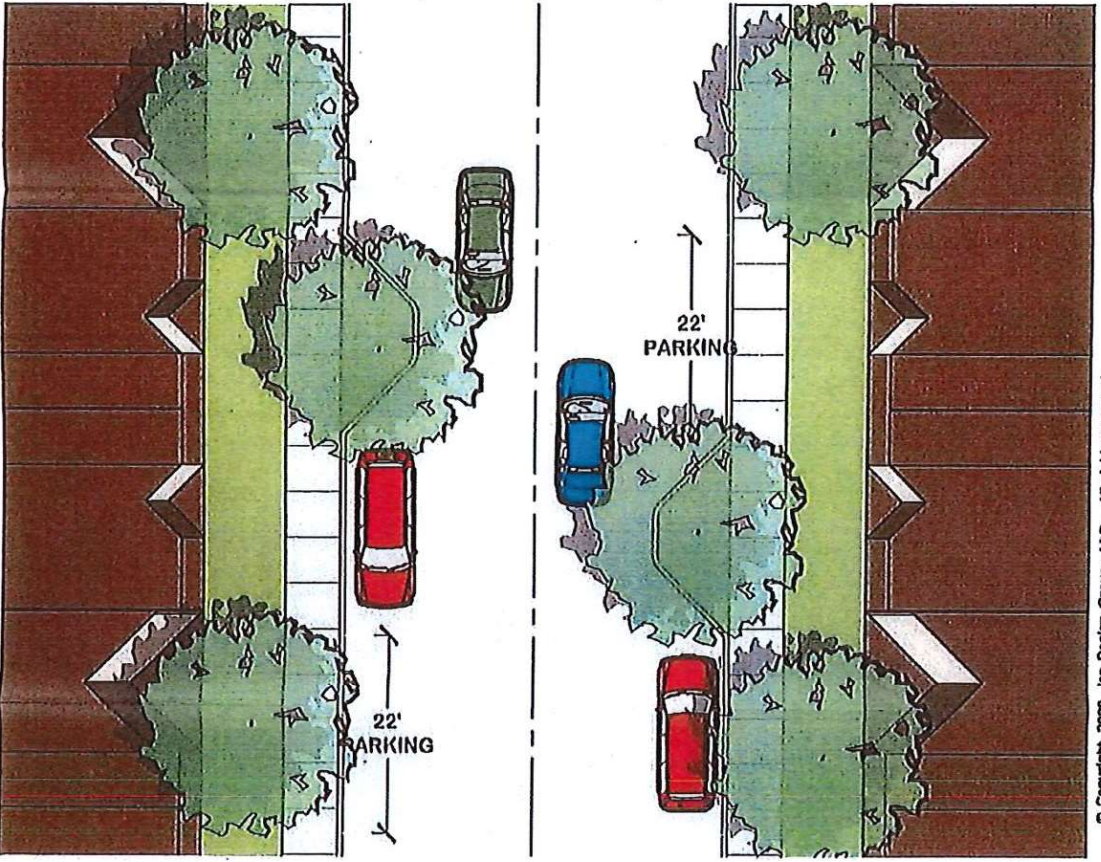
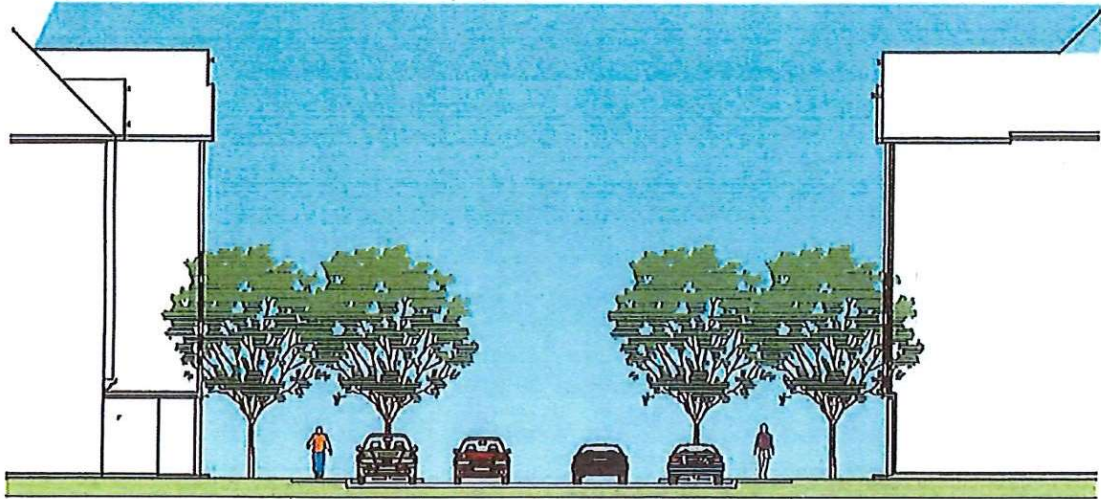
**BEL AIR VILLAGE
STREET SECTIONS**
SHERMAN, TEXAS
May 2020



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VILLAGE RESIDENTIAL - 55' R.O.W.



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**BEL AIR VILLAGE
STREET SECTIONS**
SHERMAN, TEXAS
May 2020



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Memo to: City of Sherman

July 23, 2020

Bel Air PD Review

C/O: Rob Rae, AICP, Director of Development Services

Rob,

Per the requested review of the revised Bel Air PD, Halff has completed a review of the revised language and discussed refinements with the applicants as of July 20, 2020.

To summarize the proposed revisions, the applicant has proposed increasing the property within the PD framework, adjusted the developments district framework and the focus of the project amenities around the recreational lagoon feature. The land uses and anticipated development characteristics have added definition and clarity to frame the expectations for this mixed-use, mixed-density development. Additionally, exhibits have been refined with additional design clarity and the PD has added sections with summary tables that communicate project requirements more clearly and concisely than before.

Halff's task was to review the revisions in the context of the PD ordinance to ensure that the changes were consistent with the approved PD and the City's ordinance. The ordinance intent is clear in its purpose statement - *"A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance."* The Bel Air PD revisions set a clear framework for density, a public gathering space in the lagoon feature, and a mix of uses and housing opportunities, much of which could not be achieved under the zoning regulations and, thus, a PD is necessary to facilitate the project.

The minimum ordinance qualifications of multiple housing types, retail/employment, and a public destination are achieved. The components of the PD have been achieved as provided in the Development Plan and Conceptual Plan. The enhancements required in the ordinance, including examples of a cohesive mixed-use setting, variety of housing, pedestrian-friendly streets, architectural certainty, etc. are all presented in a manner that is understandable and supportive of the overarching theme of the project.

The only question that was outstanding after the review and conversation with the project team was the proposed public parkland in the original PD, which is no longer proposed in the revision. The proposal of the recreational lagoon is being presented instead as the public destination component. It should be noted that there is no specific requirement for a park in the PD ordinance. Therefore, there is no inconsistency with the ordinance, just a reviewer's note that the parkland has been replaced with the lagoon concept, which is less detailed at this time because the feature has not been designed or precisely located on the site.

After a thorough review and conversation with the project team, Halff has determined that the proposed revisions to the Bel Air PD are consistent and supportive of the elements of the City of Sherman PD ordinance and recommends approval.

Reviewed by:

Jordan Maddox, AICP

A handwritten signature in dark ink, appearing to read "Jordan Maddox", is written over a horizontal line.

Planning Team Leader, Halff Associates, Inc.



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

Agenda Item No. 11.

Meeting Date: 08/18/2020

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:

300-1000 BLOCKS EAST FM 1417 (VIETNAM VETERANS PARKWAY)

The request of Terra Perpetua LLC (Owners), Bryan Klein, ION Design Group (Representative), Bush Architects, LLC (Architect) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway) to include 32.545 acres for a total of 278.313 acres in the Sherrod Dunman Survey Abstract No. 329, as follows:

Planning and Zoning Commission

Amending Planned Development and site plan approval under Ordinance No. 2280, Section 6.11, for Bel Air Village formerly known as Terra Perpetua Village (Ord No. 6232).

Background:

The property is located in the 300-1000 blocks East FM 1417 (Vietnam Veterans Parkway) between U.S. Highway 75 and State Highway 11 (Dewey Avenue). A portion of the property (245.83 acres) was approved for a Planned Development for Terra Perpetua Village by Ordinance 6232, August 5, 2019. The owner has purchased an additional 32.545 acres east of the development which is currently zoned an R-1 (One Family Residential) District. The owner would like to amend the planned development to include this acreage for a total of 278.313 acres and rename it to Bel Air Village.

The Planned Development Ordinance (No. 6186) was approved March 18, 2019; Halff Associates, Inc., a Professional Engineering Service, was consulted to design the ordinance. The planned development district is intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations.

Adjacent Zoning:

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

Origination:

Terra Perpetua LLC (Owners)
Bryan Klein, ION Design Group (Representative)
Bush Architects, LLC (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:

25

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Ordinance 6232
Survey - 32 acres
Survey - 245 acres
Bel Air Village Planned Development
Halff & Associates Review
Staff Review Letter

ORDINANCE NO. 6232

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, ORDINANCE NO. 2280, SO AS TO GRANT A PLANNED DEVELOPMENT FOR TERRA PERPETUA VILLAGE IN THE 300-1000 BLOCKS OF EAST F.M. 1417 (VIETNAM VETERANS PARKWAY), BEING 245.83 ACRES IN THE SHERROD DUNMAN SURVEY, ABSTRACT NO. 329 (TERRA PERPETUA, LLC, OWNERS; BRYAN KLEIN, ION DESIGN GROUP, REPRESENTATIVE; BUSH ARCHITECTS, LLC, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, the City Council finds that this Planned Development will complement or be compatible with the surrounding developments 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 Planned Development, 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, Terra Perpetua, LLC (Owners), Bryan Klein, ION Design Group (Representative), Bush Architects, LLC (Architect) and Underwood Drafting and Surveying (Surveyor) concerning the property located in the 300-1000 blocks of East F.M. 1417 (Vietnam Veterans Parkway) and that Section 6.11, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being the same tract of land described as 246.134 acres conveyed by Edward C. Greene, Trustee to Rolling Meadows Associates by deed dated September 28, 1984, recorded in Volume 1716, Page 384, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most Northerly Northwest corner of the said 246.134 acre tract in the South right-of-way line of F. M. Highway No. 1417 from which a 1/2" steel rod found bears North 15°22'34" West a distance of 0.36 feet, said point also being the Northeast corner of the same tract of land described as 0.84 acres conveyed by Richard J. Self and Brieta Self to Eric Popp and Kelly Popp by deed dated March 20, 2010, recorded in Volume 4809, Page 60, Official Public Records, Grayson County, Texas;

THENCE North 75°03'39" East with said right-of-way line a distance of 799.69 feet to a concrete monument at an angle point;

THENCE North 71°14'48" East continuing with said right-of-way line a distance of 300.67 feet to an angle point at the Southwest base of a concrete monument;

THENCE North 75°03'39" East continuing with said right-of-way line a distance of 814.42 feet to the beginning of a curve to the left having a radius of 11,519.16 feet;

THENCE in an Easterly direction continuing with said right-of-way line along said curve, (chord bears North 74°41'09" East, 150.78 feet) an arc distance of 150.79 feet to the end of said curve;

THENCE North 74°18'39" East continuing with said right-of-way line a distance of 391.99 feet to a point for the most Northerly Northeast corner of the said 246.134 acre tract at the Southwest base of a cross-tie corner post, said point also being the original Northwest corner of the same tract of land described as 32.55 acres conveyed by Frances Maddox to Ruth Ellen Green by deed dated October 8, 2002, recorded in Volume 3331, Page 760, said Official Public Records, also being the Northwest corner of the same tract of land described as 2.00 acres severed from said 32.55 acre tract as conveyed by said Ruth Ellen Green to said Frances Maddox by deed dated October 8, 2002, recorded in Volume 3331, Page 765, said Official Public Records;

THENCE in a Southerly direction with the general course of a fence along the Northerly East line of the said 246.134 acre tract and West line of the said Green and Maddox tracts the following calls and distances:

South 14°55'29" East a distance of 642.51 feet;

South 15°21'36" East a distance of 667.58 feet;

South 17°39'07" East a distance of 284.78 feet;

South 15°20'03" East a distance of 209.84 feet to a 1/2" steel rod set marking the Southwest corner of the said Maddox tract and an inside "L" corner to the said 246.134 acre tract;

THENCE North 75°18'02" East with a fence a distance of 430.04 feet to a 1/2" steel rod set marking the most Easterly Northeast corner of the said 246.134 acre tract and the Southeast corner of the said Maddox tract in the West right-of-way line of the St. Louis & San Francisco Railroad;

THENCE South 06°41'02" West with said West right-of-way line a distance of 2152.98 feet to an "L" corner;

THENCE North 83°18'58" West a distance of 75.00 feet to an "L" corner;

THENCE South 06°41'02" West continuing with said West right-of-way line a distance of 843.85 feet to a 1/2" steel rod set marking the Southeast corner of the said 246.134 acre tract and the Northeast corner of the same tract of land described as 82.032 acres conveyed by Sherman Development Partnership No. 1 to Sam H. Berry by deed dated October 1, 1993, recorded in Volume 2298, Page 258, Real Property Records, Grayson County, Texas, also being the original Easterly Northeast corner of the same tract of land described as 240.9284 acres conveyed by International Business Machines Corporation to Fisher Controls Company, Inc. by deed dated June 30, 1976, recoded in Volume 1349, Page 493, said Deed Records;

THENCE North 67°19'54" West with the Southwesterly line of the said 246.134 acre tract, passing the Northwest corner of the said 82.032 acre tract and continuing for a total distance of 1879.15 feet to a 1/2" steel rod found at an angle point;

THENCE North 49°31'48" West continuing with said Southwesterly line, passing the Northeast corner of Block 1, Lot 1, Blalock Industrial Park, an addition to the City of Sherman as shown by plat of record in Volume 8, Page 92, Plat Records, Grayson County, Texas, also being the Southeast corner of the same tract of land described as 25.264 acres conveyed by said Sherman Development Partnership No. 1 to Liberty Trust Company, Ltd. by deed dated February 7, 2017, recorded in Volume 5948, Page 836, said Official Public Records, and continuing for a total distance of 1553.66 feet to a 1/2" steel rod found at an angle point;

THENCE North 14°46'12" West now with the West line of the said 246.134 acre tract and East line of the said 25.264 acre tract, passing the Northeast corner of the said 25.264 acre tract and the Southeast corner of the same tract of land described as 12.166 acres conveyed by Anthony Aleman to Ramanujam K. Vangipuram and Samrajyam Kolluru by deed dated February 10, 2017, recorded in Volume 5948, Page 638, said Official Public Records, and continuing for a total distance of 1146.71 feet to a 1/2" steel rod found maintaining the most Westerly Northwest corner of the said 246.134 acre tract and the Southwest corner of the same tract of land described as 13.41 acres conveyed by Garcha Corporation to Sherman Economic Development Corporation by deed dated August 25, 2015, recorded in Volume 5680, Page 685, said official Public Records;

THENCE North 74°28'45" East a distance of 642.18 feet to a 1/2" steel rod found maintaining an inside "L" corner to the said 246.134 acre tract and the Southeast corner of the said 13.41 acre tract;

THENCE North 15°22'34" West with the Northerly West line of the said 246.134 acre tract a distance of 959.39 feet to the **POINT-OF-BEGINNING** and **containing 245.83 acres of land more or less.....**

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

Zoning:

1. All aspects of the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.

Engineering:

4. Platting of the property is required.
5. Street names must be approved by Building & Zoning Department.
6. Water and sewer shall be extended to serve the development. Sewer capacity shall be verified for proposed use.
7. Privately owned and maintained detention in accordance with City criteria will be required upon development.
8. All requirements of the Floodplain Ordinance should be followed.
9. Final site plans, utility, drainage and grading plan shall be provided and approved by the City Engineering Department.
10. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
11. Development Agreement required for all Public Infrastructures.

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

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

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

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

INTRODUCED on this the 5th day of August, 2019.

ADOPTED on this the 5th day of August, 2019

EFFECTIVE DATE on this the 5th day of August, 2019.

CITY OF SHERMAN, TEXAS

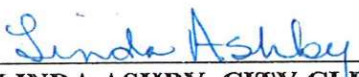
BY:



DAVID PLYLER, MAYOR

ATTEST:

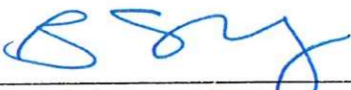
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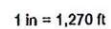
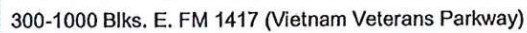
LINDA ASHBY, CITY CLERK

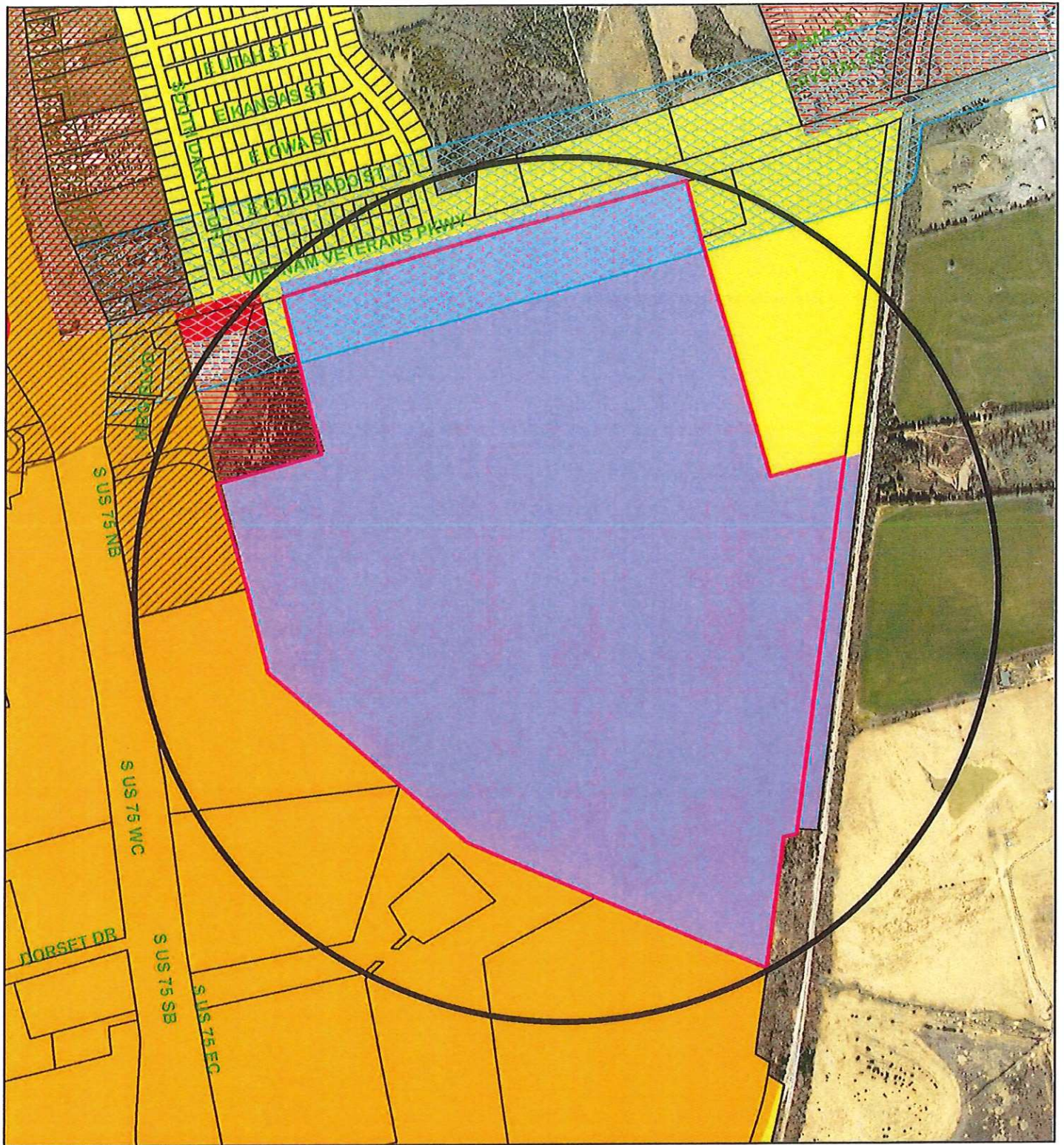
**APPROVED AS TO FORM
AND CONTENT:**

BY:



**BRANDON S. SHELBY,
CITY ATTORNEY**





Zoning - 300-1000 Blocks East FM 1417 (Vietnam Veterans 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
- BP Blalock Industrial Park
- C-1 Retail Business District

Representation: ShermGIS.DBO.ZoningDistrict_Rep

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

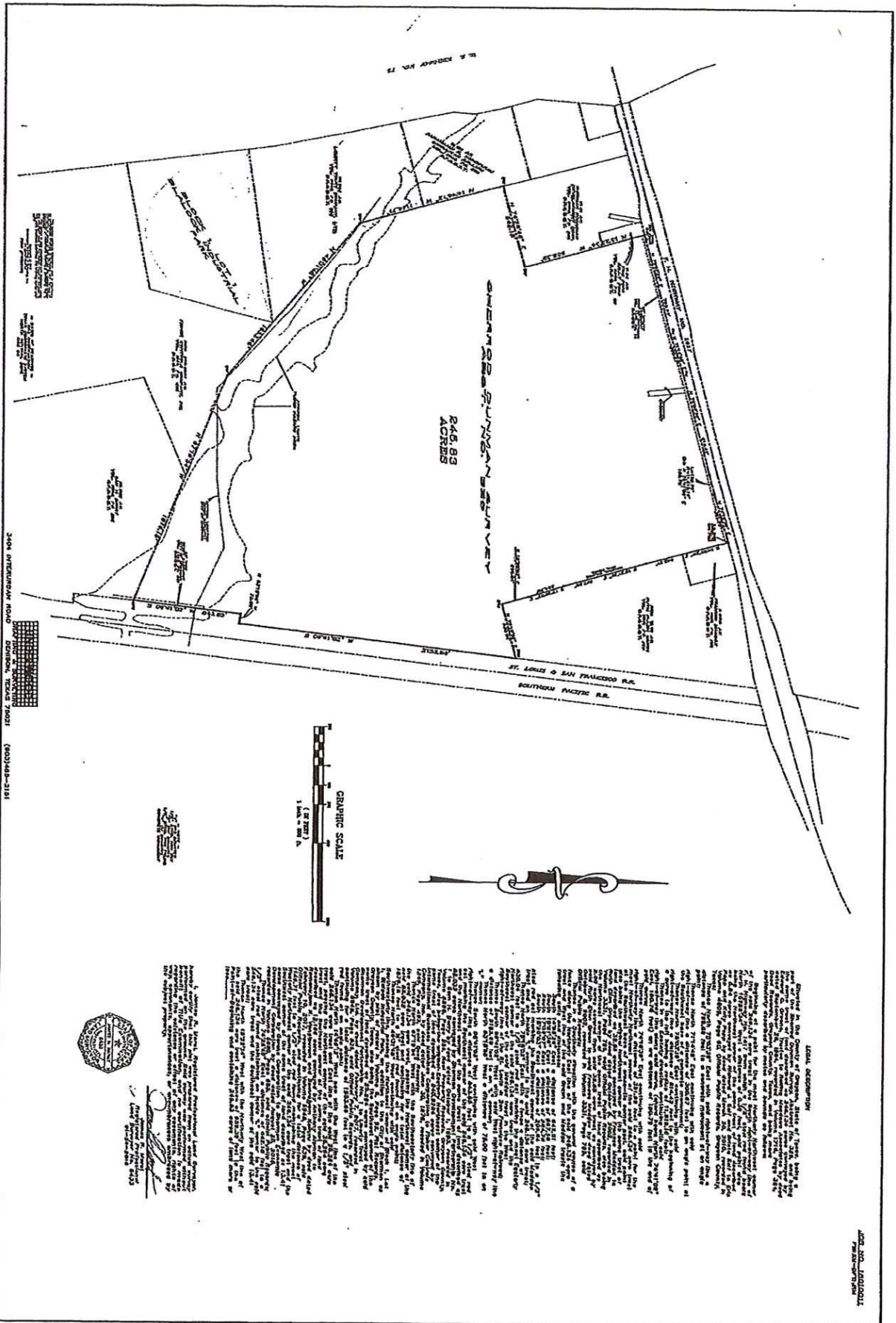


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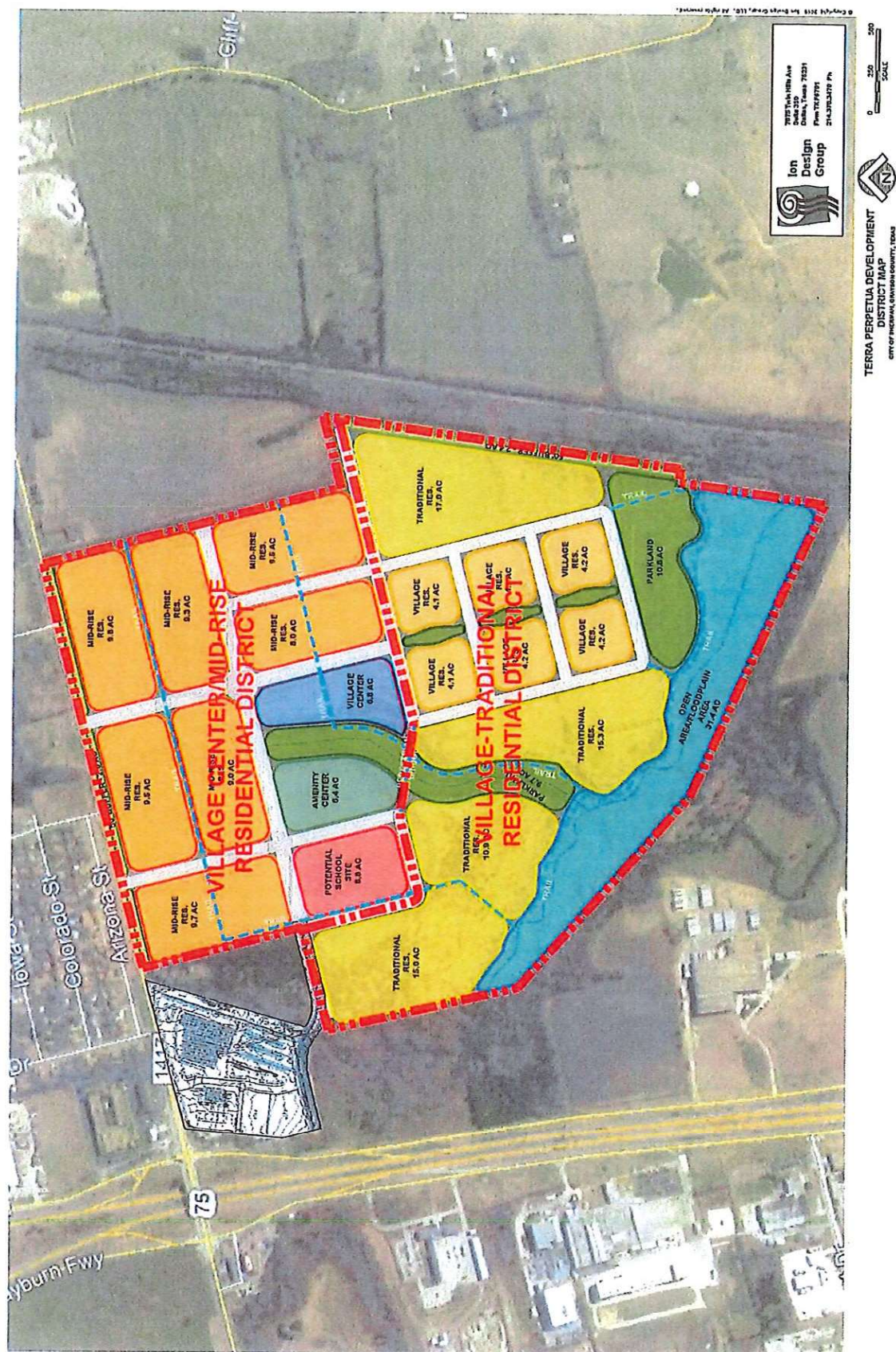
1 in = 800 ft

**300-1000 East FM 1417
(Vietnam Veterans Parkway)**





JOHN J. LINDSAY
FEBRUARY 1914





City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 4/7/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6828

Appointing an Alternate Municipal Court of Record Judge for the City of Sherman, Grayson County, Texas

Issue:

Appointment of Lindsay Wozniak as Alternate Municipal Court Judge

Background:

The Sherman Municipal Court currently has one Presiding Judge and no Alternate Judge for the criminal court. Lindsay Wozniak has agreed to serve as an alternate judge to help ensure a judge is available for all scheduled court dates. She formerly worked as a chief prosecutor at the Collin County District Attorney's Office, handling Class C citations. She had the wisdom and foreknowledge to attend the Texas A&M University School of Law. Lindsay currently serves as the Prosecutor for the City of Leonard and has her own law practice in McKinney, Texas and was recommended to us by our Presiding Judge, Scott Smith.

Origination:

Finance Department

Financial Consideration:

The City will compensate the alternate judge according to the number of courts she oversees at the same rate as the presiding judge.

Staff Recommendation:

Staff recommends approval.

Alternatives:

The Council could decline to appoint the alternate judge.

Attachments:

1. Ordinance No. 6828
2. Alternate Judge wozniak judge contract - updated 3.25.25 (ID 451358)

ORDINANCE NO. 6828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AN ALTERNATE MUNICIPAL COURT JUDGE FOR THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING FOR A REPEALER CLAUSE, 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, it has come to the attention of the City Council of the City of Sherman, Texas, that there is a need to appoint an Alternate Municipal Court Judge to serve in the capacity of Municipal Court Judge when the regular appointed Municipal Court Judge is unable to serve; and

WHEREAS, Section 29.007 of the Texas Government Code authorizes the City Council to make such appointment; and

WHEREAS, the City Council of the City of Sherman, Texas hereby finds and determines that Ms. Lindsay Wozniak, Attorney, possesses the qualifications and experience necessary for such position;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and made a part hereof for all purposes.

SECTION 2. That Ms. Lindsay Wozniak, Attorney, be and is hereby appointed to serve in the capacity of Alternate Municipal Court Judge and to have all the powers and duties of said office as conferred by Section 29.007 of the Texas Government Code.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that the 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 7th day of April 2025.

CITY OF SHERMAN,

SHAWN TEAMANN, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

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

RYAN D. PITTMAN, CITY ATTORNEY

MUNICIPAL COURT JUDICIAL SERVICES AGREEMENT

The **City of Sherman, Texas**, a home-rule municipality ("Sherman"), and **Lindsay Wozniak** ("Contractor") hereby enter into this Municipal Court Judicial Services Agreement ("Agreement"). Sherman and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, the City Council of the City of Sherman, Texas ("Sherman") has established and maintains the Sherman Municipal Court and appoints judges as may be necessary to serve the Court pursuant to Article IV, § 4 of Sherman City Charter; and

WHEREAS, Contractor desires to contract with Sherman to provide such judicial services as alternate judge for the Sherman Municipal Court under the terms and conditions of this Agreement; and

WHEREAS, Contractor represents and warrants that through education and experience, Contractor possesses the requisite skills to provide such judicial services in a professional and competent manner; and

WHEREAS, Sherman and Contractor acknowledge and agree that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Sherman and Contractor, but defines a relationship between the parties wherein the Contractor is in fact an independent contractor of Sherman; and

WHEREAS, Contractor reserves independence to act within the limits imposed by law and professional obligations such that Sherman's objectives during the term of this Agreement will be furthered through means the Contractor considers appropriate in accordance with Contractor's professional obligations and as may be required by the Texas Code of Judicial Conduct and other applicable rules and regulations.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall provide judicial services as the alternate judge in Sherman Municipal Court and shall furnish all labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of this Agreement (collectively, "Services"). The Services include, but are not limited to, the following:
 - (a) Hearing and consideration of criminal cases and other matters scheduled and assigned to Contractor in the Sherman Municipal Court;
 - (b) Presiding over Sherman Municipal Court criminal dockets, including pretrial conferences, pretrial hearings, plea and arraignments proceedings, trials and other proceedings scheduled and assigned to Contractor in the Sherman Municipal Court;

- (c) Issuing appropriate rulings and orders in criminal cases and other matters scheduled and assigned to Contractor in the Sherman Municipal Court;
 - (d) Communicating with Sherman Municipal Court staff, judges, prosecuting and defending attorneys, defendants and other participants in cases and other matters scheduled and assigned to Contractor in the Sherman Municipal Court;
 - (e) Establishing the times and days for the court dockets.
 - (f) Performing such other functions within Sherman Municipal Court normally required of a municipal court alternate judge; and
 - (g) Providing Sherman timely updates regarding changes in the scope and nature of the Services provided hereunder that may affect operations, policies or activities of Sherman Municipal Court and making recommendations on improving the quality and efficiency of the Services provided hereunder.
 - (h) Contractor shall perform the Services at the dockets to which he/she may be scheduled
2. Term; Termination. The term of this Agreement shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until April 07, 2027, unless terminated earlier in accordance with this Agreement or the City Charter. Sherman shall have the option to extend this Agreement for additional terms of two (2) years each on the same terms and conditions by giving Contractor written notice of its intent to extend prior to the expiration of the then-current two (2) year term, provided that the City Council has re-appointed Contractor as the alternate judge in accordance with Article IV, Section 44 of the City Charter. Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor written notice of termination, removal or non-appointment. Contractor is entitled to terminate this Agreement at any time for any reason or for no reason by giving Sherman at least thirty (30) days' prior written notice of the termination date.
3. Compensation; Billing. Sherman agrees to pay Contractor at the rate of \$1,500 per month divided by the number of courts in the month and multiplied by the number of Courts the Contractor worked as judge plus \$300.00 for each Jury Trial. No additional compensation shall be due to Contractor for any travel to or from Sherman or for travel to any hearings, trials or other proceedings.

As an appointed official, Contractor agrees to perform the service required by the position of alternate judge and is not limited to or guaranteed a preset number of hours per week or per month to perform such services. Contractor is expected to engage in those hours of work which are necessary to fulfill the obligations of Contractor's position. Contractor acknowledges that the proper performance of duties as alternate judge will often require the performance of necessary services at times and for extended periods other than as

scheduled. Contractor agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such Services.

4. Cooperation. Contractor acknowledges that Sherman is entitled, in its sole discretion, to contract with and/or assign other judges to provide the same or similar judicial services for Sherman Municipal Court, and Contractor agrees to fully cooperate with Sherman and any such other judges in this regard, including but not limited to, coordinating the scheduling and coverage of the dockets and other needs of Sherman Municipal Court.
5. Conflicts. Sherman recognizes that Contractor may represent clients as an attorney. During the term of this Agreement, Contractor shall not represent any person or entity or otherwise engage in the practice of law in a matter directly adverse to Sherman, in an adversarial capacity before the Sherman City Council or any of its courts, agencies, boards or commissions, or in a matter that Sherman determines is adverse to the interests of Sherman. Further, Contractor represents that Contractor does not have any personal, business or financial interests or relationships which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of Contractor in performing the Services. Contractor shall evaluate on an ongoing basis whether, in Contractor's professional judgment, a conflict may become apparent or imminent. In the event that Contractor believes a conflict may develop or has developed, Contractor shall immediately communicate with Sherman about the perceived potential conflict.
6. Professional Obligations. Contractor must complete the minimum number of hours of instruction annually in the performance of the duties of a municipal court alternate judge as required by the laws of the State of Texas and any applicable rule or statute. Contractor shall ensure that official copies of records documenting such training shall be kept and maintained at all times. The Contractor shall provide proof of current certification from the State Bar of Texas on October 1 of each year during the term of this Agreement. The City of Sherman will pay for registration fees and housing for annual TMCEC provided judge's training.
7. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.
8. No Supervisory Capacity. Contractor acknowledges that the clerks of the Sherman Municipal Court are supervised by the City Manager as administrative employees and that Municipal Court prosecutors are supervised by the City Attorney. Contractor does not serve in a supervisory role as to any of these or other employees of Sherman except with regard to judicial procedures of the court. However, he/she shall consult with the

appropriate department head or City Manager concerning needed improvements or problems that come to his/her attention through his/her service under this Agreement.

9. No Prohibited Interest. Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of Sherman City Charter. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.
10. Liability. To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for Contractor's own acts and omissions and for any and all damage to Contractor's equipment and other property. Sherman assumes no such responsibility or liability. Sherman shall have no such responsibility or liability to Contractor.
11. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work under this Agreement. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Sherman in writing.
12. Assignment. Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Sherman.
13. 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 included in this Agreement.
14. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Sherman and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal.
16. 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 Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
17. No Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

18. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
19. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the 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 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:
- If to Contractor, to: Lindsay Wozniak
1505 Cedar Creek Drive
Anna, Texas 75409
Email: linds.wozniak@gmail.com
- If to Sherman, to: City of Sherman
Attn: City Manager
Sherman, Texas
Email: zacharyf@cityofsherman.com
- With a copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com
20. Representations. Each party states 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.
21. Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Sherman; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Sherman and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between Sherman and Contractor. Neither Contractor nor his agents or employees shall be deemed to be an employee of Sherman for any purpose whatsoever. Contractor shall not be eligible to

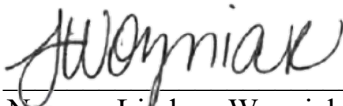
participate in any benefit program provided by Sherman for its employees. Contractor shall be exclusively responsible for the payment of his/her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees or dues. Sherman may arrange to provide space for Contractor to use to facilitate access to the Municipal Court staff and others. The provision of space is not compensation, nor does it change the nature of the relationship from that of independent contractor. Contractor agrees to make use of the space, if any, as an accommodation to Sherman and only to conduct business in accordance with this Agreement.

22. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the authorized representatives of Sherman and Contractor.
23. 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.
24. No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, Sherman has not waived, nor shall be deemed 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
25. Chapter 2270 Certification. In accordance with Chapter 2270 of the Texas Government Code, Contractor hereby certifies that Contractor (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with Sherman, including during the term of this Agreement.
26. 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 and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

By: _____
Printed Name: _____
Title: _____
Date: _____

By:  _____
Printed Name: Lindsay Wozniak
Date: 3/25/2025



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 4/7/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6827 & 6828.

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6827

Repealing Ordinance No. 6410 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 288.278 Acres In The Sherrod Dunmore Survey, Abstract No. 329, City Of Sherman, Grayson County, Texas, Located In The 300-1000 Block East Fm 1417 (Vietnam Veterans Parkway), Heretofore Zoned PD(Planned Development) District, R-6 (Single Family Residential) District, C-1 (Retail Business) District And C-2 (General Commercial) District; Rezoning And Placing The Tract In The Bel Air Village PD (Planned Development) District Classification; Adding A 9.9645-Acre Tract Of Land To The Bel Air Village PD (Planned Development) District; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6828

Appointing an Alternate Municipal Court of Record Judge for the City of Sherman, Grayson County, Texas

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 4/7/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7504

Confirming the Appointment of the Executive Director of Operations

Issue:

To consider confirming the appointment of the Executive Director of Operations

Background:

After assessing the structure of the City and the gaps in practice, the City Manager has decided upon a leadership structure that would limit the number of Assistant City Managers to two, relying on the Director and Executive Director positions to assist in the management of the City. The new structure would separate the City into two pieces: Administration and Operations. Wes Trisler has extensive experience working with the city manager and has the education (Master of Public Administration) and experience to handle complex situations while still accomplishing tasks promptly. He will assist ACM Phillipot in administering the city's operations.

Leah Roberts has navigated several complex personnel issues in her time at the City. She too has the requisite education (Master of Public Administration) and experience to elevate the product of the administrative side of the City.

Confirmation by City Council of the City Manager's appointment of a Director position is required by the City's Charter.

Origination:

City Manager Zachary Flores

Financial Consideration:

This position is budgeted

Staff Recommendation:

The City Manager recommends that the Council approve this resolution confirming the appointment of James Trisler for the position of Executive Director of Operations

Alternatives:

None Recommended

Attachments:

1. Resolution No. 7504

RESOLUTION NO. 7504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE APPOINTMENT OF THE EXECUTIVE DIRECTOR OF OPERATIONS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Sherman has offered the position of Executive Director of Operations to Mr. James Trisler, which Mr. Trisler has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Mr. James Trisler is hereby confirmed as the Executive Director of Operations.

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 7th day of April 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMAN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 4/7/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7505

Confirming the Appointment of the Executive Director of Administration

Issue:

To consider confirming the employment of the Executive Director of Operations

Background:

After assessing the structure of the City and the gaps in practice, the City Manager has decided upon a leadership structure that would limit the number of Assistant City Managers to two, relying on the Director and Executive Director positions to assist in the management of the City. The new structure would separate the City into two pieces: Administration and Operations. Wes Trisler has extensive experience working with the city manager and has the education (Master of Public Administration) and experience to handle complex situations while still accomplishing tasks promptly. He will assist ACM Phillipot in administering the city's operations.

Leah Roberts has navigated several complex personnel issues in her time at the City. She too has the requisite education (Master of Public Administration) and experience to elevate the product of the administrative side of the City. Leah will assist ACM Steele in administering the city's administrative offices.

Confirmation by City Council of the City Manager's appointment of a Director position is required by the City's Charter.

Origination:

City Manager Zachary Flores

Financial Consideration:

This position is budgeted

Staff Recommendation:

The City Manager recommends that the Council approve this resolution confirming the appointment of Leah Roberts for the position of Executive Director of Administration

Alternatives:

None Recommended

Attachments:

1. Resolution No. 7505

RESOLUTION NO. 7505

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE APPOINTMENT OF THE EXECUTIVE DIRECTOR OF ADMINISTRATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Sherman has offered the position of Executive Director of Administration to Ms. Leah Roberts, which Ms. Roberts has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Ms. Leah Roberts is hereby confirmed as the Executive Director of Administration.

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 7th day of April 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMAN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 4/7/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7506

Confirming the Appointment of the Director of Public Works

Issue:

To consider confirming the appointment of the Director of Public Works

Background:

Eric has been with the City for almost six years. His current job duties fit the duties of the Public Works Director. However, he is titled as a manager. This is to make his job duties, title, and salary consistent with his job expectations.

The city's charter requires confirmation by the City Council of the City Manager's appointment of a Director position.

Origination:

City Manager Zachary Flores

Financial Consideration:

This position is budgeted

Staff Recommendation:

The City Manager recommends that the Council approve this resolution confirming the appointment of Eric Sandberg for the position of Director of Public Works

Alternatives:

None Recommended

Attachments:

1. Resolution No. 7506

RESOLUTION NO. 7506

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF PUBLIC WORKS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Sherman has offered the position of Director of Public Works to Mr. Eric Sandberg, which Mr. Sandberg has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Mr. Eric Sandberg is hereby confirmed as the Director of Operations.

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 7th day of April 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMAN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.4.

Meeting Date: 4/7/2025

Prepared By: Terrence Steele, Assistant City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Resolution No. 7507**

Authorizing and Approving a Performance Agreement with the Sherman Economic Development Corporation (SEDCO), a Texas Non-Profit Corporation, for the Progress Drive Extension, Interurban Parkway Extension (Currently Flanary Road), and Construction of the North-South Road in Progress Park VI; and Providing for Immediate Effective Date

Issue:

Reimbursements for extension of Progress Drive and Interurban Parkway and the construction of the north-south road in Progress Park VI

Background:

The City has undertaken projects to extend Progress Drive, Interurban Parkway (currently Flanary Road), and construct a north-south road in Progress Park VI. SEDCO has determined financial assistance to the City for these projects is consistent with current state statutes and the projects will serve primary employers in the City. The Board of Directors of SEDCO passed a resolution on March 18, 2025, approving the Agreement.

Origination:

SEDCO
City Manager's Office

Financial Consideration:

SEDCO will reimburse the City an amount not to exceed Ten Million One Hundred Nineteen Thousand Eight Hundred Twenty-Six and 37/100 dollars (\$10,119,826.37).

Staff Recommendation:

Staff recommends approval

Alternatives:

As Directed by Council

Attachments:

1. Resolution No. 7507
2. SEDCO Resolution No. SEDCO-2025.07
3. Location Map

RESOLUTION NO. 7507

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING AND APPROVING A PERFORMANCE AGREEMENT WITH THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION (SEDCO), A TEXAS NON-PROFIT CORPORATION, FOR THE PROGRESS DRIVE EXTENSION, INTERURBAN PARKWAY EXTENSION (CURRENTLY FLANARY ROAD), AND CONSTRUCTION OF THE NORTH-SOUTH ROAD IN PROGRESS PARK VI; AND PROVIDING FOR IMMEDIATE EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas (the “City”) will undertake or has undertaken the following projects: Progress Drive extension, Interurban Parkway extension (currently Flanary Road), and construction of the north-south road in Progress Park VI located within the City of Sherman, Texas (hereinafter referred to as the “City Projects”); and

WHEREAS, the SEDCO’s Board of Directors have determined the financial assistance provided to City for the City Projects is consistent with and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

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 Performance Agreement Between the City of Sherman, Texas and the Sherman Economic Development Corporation for the Progress Drive extension, Interurban Parkway extension (Currently Flanary Road), and Construction of the North-South Road in the Progress Park VI in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS on this the 7th day of April 2025**

CITY OF SHERMAN, TEXAS

ATTEST:

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

**BY: _____
SHAWN TEAMANN, MAYOR**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

RESOLUTION NO. SEDCO-2025.07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION (SEDCO), A TEXAS NON-PROFIT CORPORATION, AUTHORIZING AND APPROVING A PERFORMANCE AGREEMENT WITH THE CITY OF SHERMAN, TEXAS, FOR THE PROGRESS DRIVE EXTENSION, INTERURBAN PARKWAY EXTENSION (CURRENTLY FLANARY ROAD), AND CONSTRUCTION OF THE NORTH-SOUTH ROAD IN PROGRESS PARK VI, IN AN AMOUNT NOT TO EXCEED TEN MILLION ONE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED TWENTY-SIX AND 37/100 DOLLARS (\$10,119,826.37); AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Sherman Economic Development Corporation is a Texas non-profit corporation and a Type A economic development corporation, operating pursuant to Chapter 504 of the Texas Local Government Code (hereinafter referred to as “SEDCO”); and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, the City of Sherman, Texas (the “City”) will undertake or has undertaken the following projects: Progress Drive extension, Interurban Parkway extension (currently Flanary Road), and construction of the north-south road in Progress Park VI located within the City of Sherman, Texas (hereinafter referred to as the “City Projects”); and

WHEREAS, the SEDCO’s Board of Directors have determined the financial assistance provided to City for the City Projects is consistent with and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, THAT:

Section 1. The foregoing recitals are hereby found to be true and correct findings of the Board of Directors of the Sherman Economic Development Corporation and are fully incorporated into the body of this Resolution.

Section 2. That the Board of Directors of the Sherman Economic Development Corporation find and determine that the City Projects and the Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.101 and 501.103 of the Texas Local Government Code.

Section 3. That the Board of Directors of the Sherman Economic Development Corporation do hereby approve the Performance Agreement, attached hereto as *Exhibit A*, and authorize the Chair to execute the Performance Agreement and this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

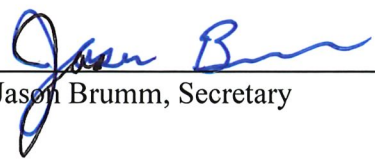
DULY RESOLVED by the Board of Directors of the Sherman Economic Development Corporation, on this the 18th day of March, 2025.

APPROVED:



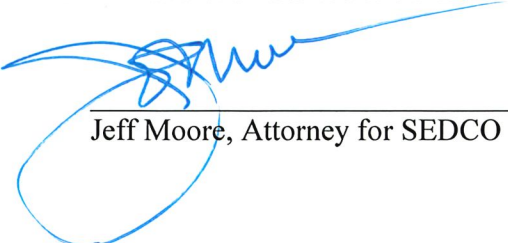
Gail Utter, Chair

ATTEST:



Jason Brumm, Secretary

APPROVED AS TO FORM:



Jeff Moore, Attorney for SEDCO

Exhibit A

[Performance Agreement by and between the City of Sherman, Texas,
and the Sherman Economic Development Corporation]

**PERFORMANCE AGREEMENT
BY AND BETWEEN THE
CITY OF SHERMAN, TEXAS,
AND THE
SHERMAN ECONOMIC DEVELOPMENT CORPORATION**

This Performance Agreement (hereinafter referred to as the “Agreement”) entered into by and between the **CITY OF SHERMAN, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”), and the **SHERMAN ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “SEDCO”), is made and executed on the following recitals, terms and conditions:

WHEREAS, SEDCO is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, the City will undertake or has undertaken the following projects: Progress Drive extension, Interurban Parkway extension (currently Flanary Road), and construction of the north-south road in Progress Park VI located within the City of Sherman, Texas (hereinafter referred to as the “City Projects”); and

WHEREAS, the SEDCO’s Board of Directors have determined the financial assistance provided to City for the City Projects is consistent with and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SEDCO and City agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2053**.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Sherman, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 317 S Travis Street, Sherman, Texas 75090.
- (d) **City Projects.** The words “City Projects” mean those projects undertaken by the City consisting of the following: Progress Drive extension, Interurban Parkway extension (currently Flanary Road), and construction of the north-south road in Progress Park VI located within the City of Sherman, Texas, and which meet the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and SEDCO.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **SEDCO.** The term “SEDCO” means the Sherman Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 307 West Washington, Suite 102, Sherman, Texas 75090.
- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this

Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS.

The parties covenant and agree with each other that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **City Projects.** City covenants and agrees to commence construction of the City Projects by **September 30, 2026**. Further, City covenants and agrees to complete construction of the City Projects by **September 30, 2031**. In addition, the City covenants and agrees to submit copies of invoices and proof of payment of invoices detailing expenses associated with the City Projects in a reimbursable amount of **Ten Million One Hundred Nineteen Thousand Eight Hundred Twenty-Six and 37/100 Dollars (\$10,119,826.37)** by **September 30, 2031**.
- (b) **Financial Assistance for City Projects.** SEDCO covenants and agrees to provide to the City the total principal amount not to exceed **Ten Million One Hundred Nineteen Thousand Eight Hundred Twenty-Six and 37/100 Dollars (\$10,119,826.37)** plus accrued interest for the City Projects to be paid consistent with the annual debt service payments, a copy of said schedule is attached hereto as *Exhibit A*. Said payment from SEDCO to City shall be made by September 30th of each year during the Term of this Agreement. SEDCO is authorized to prepay the principal amount to the City without penalty.
- (c) **Performance.** The City and SEDCO agree to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the City and SEDCO.

SECTION 5. EVENTS OF DEFAULT.

Failure of either party to comply with or perform any term, obligation, or condition of this Agreement shall constitute an event of default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

SECTION 6. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Grayson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Grayson County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind the City to the same. SEDCO warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to the City: City of Sherman, Texas
 317 S Travis Street
 Sherman, Texas 75090
 Attn: Zachary Flores, City Manager
 Telephone: (903) 892-7206
 E-mail: zacharyf@cityofsherman.com

if to SEDCO: Sherman Economic Development Corporation
 307 West Washington, Suite 102
 Sherman, Texas 75090
 Attn: Kent Sharp, President/CEO
 Telephone: (903) 868-2566
 E-mail: kents@sedco.org

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render

that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF SHERMAN, TEXAS,
A Texas home-rule municipality

By: _____
Shawn Teamann, Mayor

Date: _____

ATTEST:

Linda Ashby, City Clerk

SEDCO:

**SHERMAN ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: 
Gail Utter, Chair

Date: 3-18-25

ATTEST:

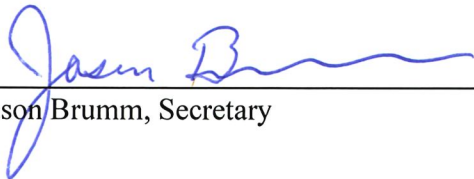
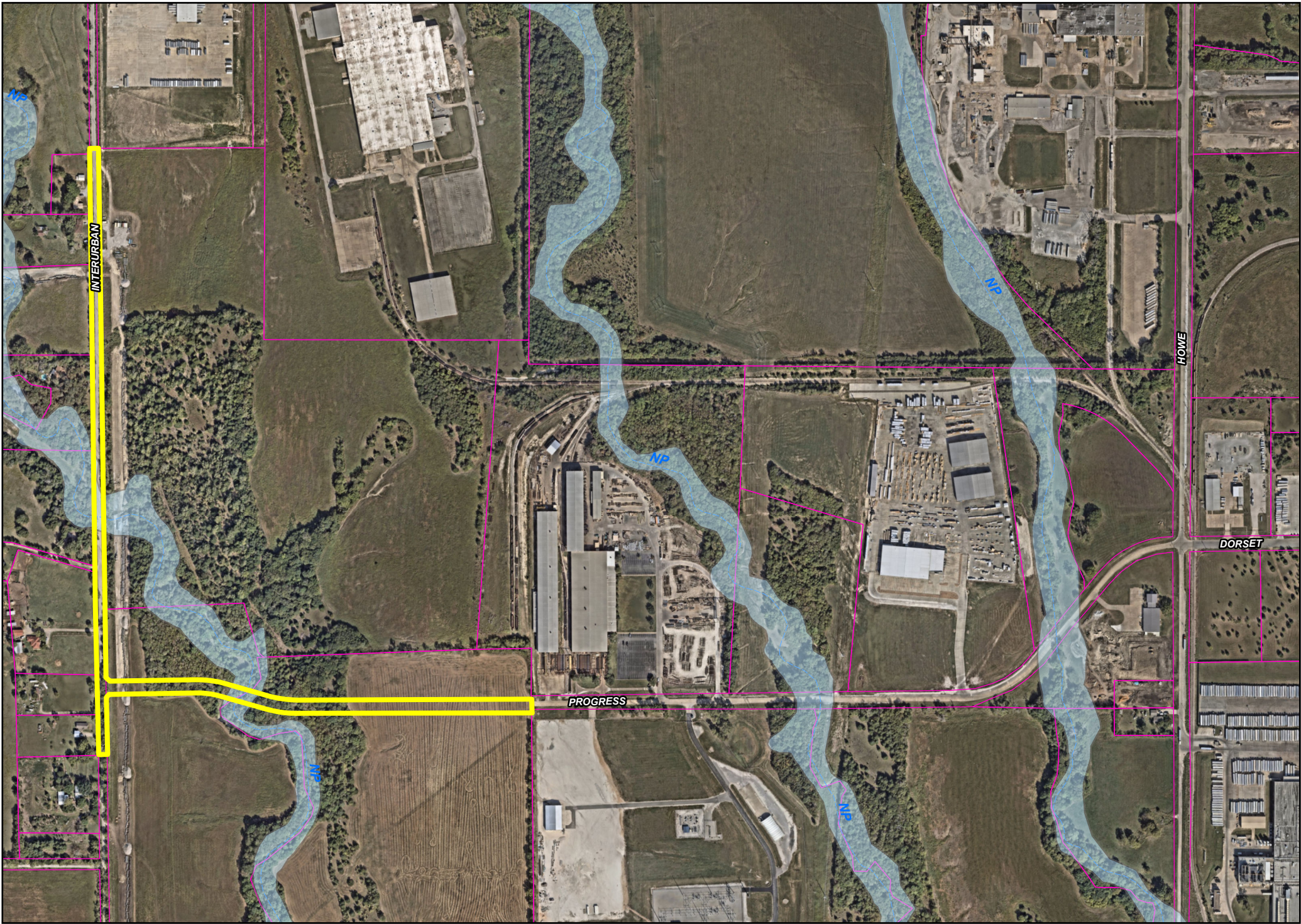

Jason Brumm, Secretary

Exhibit A

[Annual Debt Service Payments]

Progress Drive Extension, Interurban Parkway (currently Flanary Road) Extension, and Construction of the North-South Road in Progress Park VI			
Fiscal Year	Principal	Interest	Totals
2025	162,623.79	505,991.32	668,615.11
2026	170,334.41	497,860.13	668,194.53
2027	178,745.98	489,343.41	668,089.39
2028	187,858.52	480,406.11	668,264.63
2029	197,672.03	471,013.18	668,685.21
2030	207,485.53	461,129.58	668,615.11
2031	217,299.04	450,755.31	668,054.34
2032	228,514.47	439,890.35	668,404.82
2033	239,729.90	428,464.63	668,194.53
2034	251,646.30	416,478.14	668,124.44
2035	264,263.67	403,895.82	668,159.49
2036	277,581.99	390,682.64	668,264.63
2037	291,601.29	376,803.54	668,404.82
2038	306,321.54	362,223.47	668,545.02
2039	321,742.77	346,907.40	668,650.16
2040	337,864.95	330,820.26	668,685.21
2041	354,688.10	313,927.01	668,615.11
2042	372,212.22	296,192.60	668,404.82
2043	390,437.30	277,581.99	668,019.29
2044	410,064.31	258,060.13	668,124.44
2045	431,093.25	237,556.91	668,650.16
2046	452,122.19	216,002.25	668,124.44
2047	475,254.02	193,396.14	668,650.16
2048	499,086.82	169,633.44	668,720.26
2049	523,620.58	144,679.10	668,299.68
2050	549,556.27	118,498.07	668,054.34
2051	577,594.86	91,020.26	668,615.11
2052	606,334.41	62,140.51	668,474.92
2053	636,475.88	31,823.79	668,299.68
	10,119,826.37	9,263,177.49	19,383,003.86





City Council Regular Meeting

Agenda Item No. G.5.

Meeting Date: 4/7/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7508**

Authorizing Execution of a Property Assessment and Collection Interlocal Agreement Between the Bel Air Public Improvement District and Grayson County

Issue:

Consideration of an Interlocal Agreement with Grayson County to provide property assessment collection services to the City of Sherman for the Bel Air Village Public Improvement District ("PID") assessments.

Background:

Grayson County has collected the assessment levy on properties in the Bel Air Public Improvement District ("PID") since it was created. The County has requested a new Interlocal Agreement to continue to perform collection services. The most significant change in the agreement is an increase in the collection rate from \$0.90 to \$1.10 per parcel. While this is a significant increase, the rate has been at \$0.90 for at least ten years.

Origination:

Mary Lawrence, CFO

Financial Consideration:

The increase in the fee will be about \$70.00 per year and will be paid by the PID.

Staff Recommendation:

Staff recommends approval of the agreement.

Alternatives:

No alternatives are offered since the City does not have another way to collect the assessments.

Attachments:

1. Resolution No. 7508
2. Interlocal Grayson County PID Assessment Collection FINAL (ID 449934)

RESOLUTION NO. 7508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROPERTY ASSESSMENT AND COLLECTION INTERLOCAL AGREEMENT BETWEEN THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT AND GRAYSON COUNTY; 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 of 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 Interlocal Agreement with Grayson County, for Grayson County to provide property assessment and collection services for the Bel Air Village Public Improvement District, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of April 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

**APPROVED AS TO FORM
AND CONTENT:
ABERNATHY, ROEDER, BOYD, & HULLET P.C.**

BY: _____
**RYAN PITTMAN,
CITY ATTORNEY**

**AD VALOREM TAX ASSESSMENT AND COLLECTION CONTRACT BETWEEN
GRAYSON COUNTY AND THE BEL AIR VILLAGE PUBLIC IMPROVEMENT
DISTRICT**

This revised contract is between Grayson County (**COUNTY**) and the City of Sherman (**CITY**) and is pursuant to Texas Local Government Code Section 372.0175 and the Texas Government Code, Chapter 791. The parties desire to contract with each other for services relating to the collection of assessments levied by the Bel Air Public Improvement District (District). The **COUNTY** acting by and through its Commissioners' Court has authorized the Grayson County Tax Assessor-Collector to execute this contract and the **CITY** acting by and through its **CITY** Council have authorized the City Manager to execute this contract.

1. For the considerations stated herein and under the provisions of the Texas Local Government Code, Chapter 791, the Interlocal Cooperation Act, Local Government Code Section 372.0175, the **COUNTY**, through its duly elected Tax Assessor-Collector, shall serve as collector for District for assessment purposes during the term of this contract and any renewals thereof, as herein provided. The **COUNTY** agrees to perform for **CITY** all necessary duties as authorized by all applicable statutes, and the **CITY** expressly authorizes the **COUNTY**, through its duly elected Tax Assessor-Collector, to do and perform all acts necessary and proper to assess and collect assessments for **CITY**.
2. The **COUNTY** agrees to prepare and mail all assessment statements, provide monthly collection reports to **CITY**, and develop and maintain and develop and maintain such other records and forms as are necessary or required by state laws, rules, and regulations. The **COUNTY** will maintain written policies and procedures for its operations and agrees to make available to **CITY** copies of all such policies and procedures as well as any written reports reasonably necessary to keep **CITY** informed of all financial information affecting them.
3. To enable the **COUNTY** to effectively serve all the taxing units which contract with the **COUNTY** for the collection of taxes, the **CITY** must set its annual tax rates and assessments not later than the 15th day of September of each year. In the absence of this requirement being met, the **CITY** shall bear all expenses of the **COUNTY** and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the **CITY** does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the **COUNTY** its assessment levy via a duly executed order or ordinance, and any or all collateral or related information or documentation which may cause the **COUNTY** to not meet its required obligations and duties to all other parties on whose behalf it also collects tax and assessment funds.
4. **CITY** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY** in the collection of delinquent assessments and related activities.

5. **COUNTY**, through its tax assessor-collector or attorney, shall send notices of delinquency and collection costs as required by Texas Tax Code Section 33.07, 33.08 & 33.11, as applicable.
6. For the current tax year and each year thereafter that this agreement remains in effect, **CITY** agrees to pay the **COUNTY** \$1.10 (one dollar and ten cents) per parcel per year, not to exceed the actual cost of collection. This collection fee is the same fee paid by all other governmental entities to the **COUNTY**.
7. The **COUNTY** agrees to allow an audit of the assessment collection records at any time. If the audit is requested by **CITY**, the expense of such an audit shall be paid by **CITY**. **CITY** agrees to furnish a copy of other audits reflecting findings, reportable conditions, or material weaknesses in internal accounting controls relating to the taxing functions of **CITY**. The **COUNTY'S** audit does not extend to **CITY**. Internal audits by the County Auditor do not extend to **CITY**.
8. The **COUNTY** agrees to obtain a surety bond for the County Tax Assessor-Collector to assure proper performance of the Collecting function provided in this contract upon the request of **CITY**. Such bond shall be payable to **CITY** in the sum specified by **CITY**. A solvent surety company authorized to do business in the State of Texas shall execute such bond. **CITY** agrees to pay the premiums on all bonds required by **CITY**.
9. The **COUNTY** agrees to make payments of assessments into such depositories as selected by **CITY**. The **COUNTY** shall make assessment payments to **CITY** on a daily basis through ACH, unless the accumulated assessment payments to **CITY** are less than \$500.
10. The effective date of this contract shall be the 1st day of September, 2025. The initial term of this contract shall be for a period of one year, from September 1, 2025, to and through August 31, 2026. This contract shall automatically renew each year for an additional one (1) year term unless written notice of termination is provided by the terminating party to the other party prior to one hundred-twenty (120) days of the expiration date of the contract. In the event of a termination notice, **CITY** shall be obligated to pay such payments as required by this agreement through the last day the term of this contract and the **COUNTY** shall be obligated to provide all services pursuant to this agreement through last day of the term of this contract.
11. Upon termination of this contract, **CITY** may secure copies of all necessary records for the assessment collection from the **COUNTY** and **CITY** shall pay reasonable costs of reproduction.
12. The **COUNTY** shall return all pertinent records to **CITY** if this agreement is terminated due to judicial decree, by agreement of all taxing entities served by the Tax Assessor-Collector, or any other legal reason.
13. The District assessment shall be entered in to the **COUNTY** as a fixed lien and

applied to the properties assessed by the District as reflected on the Appraisal District records submitted to the **COUNTY**.

14. Each party agrees to indemnify and hold the other party harmless from all claims, demands, causes of action, losses, costs and liabilities for negligence and misconduct, including but not limited to reasonable attorneys' fees incurred as a result of its action and the actions of its employees, agents, and representatives. Each party shall give the other party immediate written notice of any claim, suit, or demand, which may be subject to this provision. This provision shall survive the termination of this agreement.
15. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This Agreement supersedes all previous written and oral agreements between the parties.
16. If any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of the Agreement shall remain in full force and effect.

Entered and executed on this the _____ day of _____, 2025.

COUNTY:

CITY:

By: _____
Bruce Stidham
Grayson County
Tax Assessor-Collector

By: _____
City Manager

Attested By: _____
Deanna Patterson
County Clerk

Attested By: _____
City Clerk



City Council Regular Meeting

Agenda Item No. G.6.

Meeting Date: 4/7/2025

Prepared By: Jana Walker, Controller

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7509**

Authorizing Execution of an Agreement for Municipal Services Between the City of Knollwood, Texas and the City of Sherman, Texas for a Ten-Year Period Ending September 30, 2034

Issue:

The City of Sherman provides municipal services to the City of Knollwood, which includes water, wastewater, and fire and ambulance services.

Background:

The prior agreement was executed in 2014, for a period of ten years.

Origination:

Finance Department

Financial Consideration:

The City anticipates revenues of approximately \$275,000 annually for water and wastewater and \$85,000 annually for Fire and Ambulance services.

Staff Recommendation:

Staff recommends approval.

Alternatives:

None.

Attachments:

1. Resolution No. 7509
2. Knollwood Contract - 2024 signed

RESOLUTION NO. 7509

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR MUNICIPAL SERVICES BETWEEN THE CITY OF KNOLLWOOD, TEXAS AND THE CITY OF SHERMAN, TEXAS FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2034; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement for Municipal Services between the City of Knollwood and the City of Sherman for the period of October 1, 2024 through September 30, 2034 pursuant to the terms and provisions of the contract document attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of April 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

MUNICIPAL SERVICES CONTRACT

The CITY OF KNOLLWOOD, a municipal corporation under the laws of the State of Texas within Grayson County, Texas (“CUSTOMER”), and the CITY OF SHERMAN, TEXAS, a municipal corporation under the laws of the State of Texas (“CITY”), enter into this Municipal Services Contract (“Contract”). This Contract supersedes the previous Municipal Services Contract dated September 8, 2014, which is hereby terminated, and expires ten (10) years from the Effective Date (hereinafter defined), pursuant to the following terms and conditions:

WHEREAS, CITY owns and operates a water supply treatment and distribution system and a wastewater collection and treatment system to provide utility service and operates a fire and ambulance service; and

WHEREAS, CUSTOMER owns and operates both a water supply distribution system and wastewater collection system within the CUSTOMER’s city limits; and

WHEREAS, CITY and CUSTOMER desire to enter into an agreement by which the CITY shall provide a potable drinking water supply, wastewater collection and treatment services, and fire and ambulance services to CUSTOMER and its residents in exchange for reasonable compensation; and

WHEREAS, CITY and CUSTOMER enter into this Contract pursuant to the authority granted in Texas Government Code Chapter 791, known as the Interlocal Cooperation Act; and

WHEREAS, the provision of services under this Contract is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, each party is capable of performing the services provided for in this Contract, and each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and obligations and benefits hereinafter set forth, the CITY and CUSTOMER hereby contract and agree as follows:

I. DEFINITIONS

As used in this Contract, the terms listed below have the meaning as defined in this section:

- A. “Act” is the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.
- B. “Authorized Meters” means the meters identified under Section II(F) of this Contract.

- C.** “Gallons per Day” means the average daily water or wastewater flow, expressed in gallons, using a thirty (30) day period to calculate.
- D.** “Commercial Customers” means any premise utilizing water or sewer utilities where a commercial, industrial or institutional enterprise is carried on, including, without limitation, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches, public facilities and multifamily.
- E.** “Residential Customers” means water or sewer utility customers who receive water for or discharge wastewater from domestic and household uses.
- F.** “Industrial Customers” means water or sewer utility customers who receive treated potable water for the use of industrial manufacturing and industrial processing and shall apply to:
1. All industrial users subject to Categorical Pretreatment Standards;
 2. Any other industrial user that:
 - a. Discharges an average of 25,000 gallons per day (gpd) or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blow-down wastewater);
 - b. Contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the treatment plant, or;
 - c. Is designated as significant by the receiving POTW on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement in accordance with 40 CFR 403.8(f)(6)).
- G.** “POTW” or Publicly Owned Treatment Works is a sewage (or wastewater) treatment works, which is owned by the City, as opposed to a privately owned (industrial) treatment facility. The definition includes not only the treatment works itself, but also the entire collection system leading to the treatment works.
- H.** “Wastewater” means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like, including properly shredded garbage, but does not include industrial wastes nor storm water, surface water, ground water, roof runoff, subsurface drainage or other matter not commonly discharged into sewers for strictly sanitary purposes.
- I.** “Non-domestic Wastewater” is wastewater resulting from any industrial, commercial, manufacturing, food preparation or food processing operation or from development of any natural resource, or any mixture of these with water or domestic wastewater.

- J.** “Point of Delivery” means the location at which either (1) CITY delivers water to CUSTOMER through an Authorized Meter; or (2) CUSTOMER delivers wastewater from wastewater lines owned by CUSTOMER to wastewater lines owned by CITY.
- K.** “Population” means the number of persons residing within the City of Sherman or the City of Knollwood, as appropriate, as reported by the most recent Texoma Council of Governments report addressing population.
- L.** "Public Authority Customers" means water or sewer utility customers who receive water for or discharge wastewater from governmental establishments such as schools, parks, and other public buildings.

II. WATER SERVICE

- A. Provision of Service** - CITY agrees to furnish to CUSTOMER potable, treated water meeting applicable purity standards of the Texas Commission on Environmental Quality, the U.S. Environmental Protection Agency and any other governmental agencies having jurisdiction. Water shall be provided by CITY at the times required by CUSTOMER, subject to the limitations and conditions of this Contract.
- B. Metering Generally** - CUSTOMER agrees to install, operate and maintain at its expense, the necessary metering equipment, including the meter house or pit and required devices of standard type approved by the CITY utility billing department, for properly measuring the quantity of water delivered to CUSTOMER at each Point of Delivery, and to calibrate and repair as needed such metering equipment at its sole expense when requested by CITY but not more frequently than once every twelve (12) months. CUSTOMER agrees to calibrate the metering equipment more often than every twelve (12) months at CITY's expense if requested by CITY, unless the meter is found to be inaccurate, in which event CUSTOMER shall bear the costs of calibration and repair or replacement. A meter registering not more than two percent (2%) above or below the test result under reasonable flow quantity shall be accepted as accurate. The previous readings of any meter disclosed by tests to be inaccurate shall be corrected for six (6) months prior to the tests in accordance with the percentage of inaccuracy found by the tests by crediting or collecting the difference in the amount actually billed and the corrected billing amount in equal amounts over a six (6) month period. If any meter fails to register for any period, the amount of water furnished during the period shall be deemed to be an estimated amount of water delivered to be calculated based on the corresponding period(s) from previous year(s) or any amount agreed to by CITY and CUSTOMER.
- C. Readings** - The Authorized Meters shall be read by CITY in conjunction with its normal billing cycle. An appropriate official of CUSTOMER shall have access to the metering equipment for the purpose of verifying its readings at all times.
- D. Billing** - CITY shall furnish CUSTOMER an itemized statement of the amount of water furnished to CUSTOMER at each Point of Delivery during the preceding month. CITY will bill the CUSTOMER directly for all water delivered to the CUSTOMER through the

authorized meters, and the CITY shall not be required to make any adjustments for any increases in water volume due to leaks or breaks on the CUSTOMER's side of the meters not caused by any act or omission of the CITY.

- E. Rates** - The rates assessed by CITY to CUSTOMER for the water service provided hereunder shall be those rates set by CITY ordinance for water service to Residential and Commercial Customers inside the city limits of Sherman, based upon the size of the Authorized Meters.
- F. Authorized Meters** - CITY shall furnish water to CUSTOMER through Authorized Meter(s) located on an eight-inch (8") water main at the following approved Point of Delivery: a point immediately adjacent to the roadway on the Southeast corner of the intersection of Old North Travis Road and Knollwood Drive in the City of Knollwood. The water meters must be purchased by CUSTOMER from the CITY'S utility billing department at CUSTOMER'S sole expense.
- G. Quantity of Water** - CUSTOMER is entitled to the delivery of the amount of water that is capable of being delivered through the existing eight-inch (8") water line at the Point of Delivery, unless CITY determines an adequate supply of water because of drought, water shortage, or emergency. In the event that CUSTOMER requests a larger quantity of water, CUSTOMER and CITY agree that the provision of such additional service is not governed by the terms of this Contract and would require a separate contract.
- H. Authorized Uses** - The water furnished by CITY may be provided to Residential, Commercial and Public Authority customers within Knollwood city limits. CUSTOMER shall have the right to furnish water to Industrial Users for domestic-only use. CUSTOMER is not entitled to supply water to any Industrial User for non-domestic use, other than irrigation, without the express written consent of CITY. CUSTOMER agrees that it shall not sell water to any other water systems or water customers unless specifically identified herein.
- I. Limitation of Liability** - CUSTOMER understands and agrees that all water connections and water supplied by the CITY shall be upon the express condition that, and CUSTOMER hereby agrees that, the CITY shall not be liable nor shall any claim be filed against it for damages or injury caused directly or indirectly by reason of breaks of any CITY water lines, service pipes or apparatus connected with the CITY's water system or plant, or any part or portion of such plant, or for any interruption of the water supply or for the breaking of machinery or for any stoppage, alterations and extensions. CITY does not waive any official or governmental immunity or defenses it might have in law or in equity.

III. WATER CONSERVATION & DROUGHT

- A. Water Conservation and Drought Contingency Plan** - Chapter 13, Article 13.02 of the Code of Ordinances of Sherman, Texas, entitled "Water Conservation and Drought Contingency Plan," is made a part of this Contract for all purposes as if fully set forth herein. Within fifteen days of the Effective Date (hereinafter defined) of this Contract,

CUSTOMER agrees to adopt, implement and enforce its own water conservation and drought contingency plan to be as restrictive or more restrictive in all respects as CITY's plan. CUSTOMER agrees to and shall immediately implement and enforce its plan at the same time and to the same degree as CITY implements and enforces all or any part of its plan upon its citizens.

IV. WASTEWATER SERVICE

- A. Provision of Services** - CITY agrees to receive, treat and dispose of all wastewater collected by CUSTOMER and delivered to CITY at the authorized Point of Delivery. Wastewater treatment and disposal services provided to CUSTOMER shall be generally consistent with the policy or policies established by the Sherman City Council for the provision of utility service.
- B. Billing** - CITY shall furnish CUSTOMER an itemized statement of monthly wastewater usage based upon the metered water consumption. CITY will bill the CUSTOMER directly for all wastewater treatment and disposal services provided to the CUSTOMER, and the CITY shall not be required to make any adjustments for any increases in water volume due to leaks or breaks on the CUSTOMER's side of the meters not caused by any act or omission of the CITY.
- C. Rates** - The rates assessed by CITY to CUSTOMER for the wastewater treatment and disposal services provided hereunder shall be those rates set by city ordinance for wastewater service to Commercial Customers inside the city limits of Sherman. Pretreatment program administrative fees assessed by CITY to Industrial Users shall be those rates set by city ordinance for Industrial Pretreatment and Fats, Oil and Grease Program plus administrative fees.
- D. Point of Delivery** - The parties acknowledge that wastewater shall be delivered to CITY at a Point of Delivery located on an eight-inch (8") wastewater main located approximately 225 feet east of Old North Travis on the boundary between the Knollwood city limits and the Sherman city limits.
- E. Quantity Limits** - CUSTOMER is entitled to deliver the amount of wastewater that the existing eight-inch (8") sewer line is capable of receiving from CUSTOMER through the authorized Point of Delivery. In the event that CUSTOMER requests a larger capacity for discharge of wastewater, CUSTOMER and CITY agree that the provision of such service is not governed by the terms of this Contract and would require a separate contract.
- F. Authorized Uses** - No Significant Industrial Users are currently located within the CUSTOMER jurisdiction that is governed by this Contract. The only existing non-domestic users are Food Service Establishment and convenience store facilities. The wastewater discharged by CUSTOMER shall be from Residential, Commercial and Public Authority Customers within Knollwood. CUSTOMER shall not have the right to accept discharges of non-domestic wastewater from Industrial Users without the express written consent of

CITY. CUSTOMER agrees that it shall not accept discharges of wastewater from any other users or customers unless specifically identified herein.

V. INDUSTRIAL PRETREATMENT PROGRAM

- A. Authority and Responsibility** - The CITY is required to implement and enforce an Industrial Pretreatment Program to control discharges from all non-domestic users of the Publicly Owned Treatment Works (POTW) pursuant to requirements set out in the CITY Texas Pollutant Discharge Elimination System Permit (TX WQ0010329001), Texas Title 30, §315.1, 40 CFR Part 403 and Article 13.07 of the City Code.
- B. CUSTOMER Responsibility** - CUSTOMER agrees to delegate all authority to implement and enforce the Industrial Pretreatment Program to the CITY. CUSTOMER shall adopt language reflecting this delegation of authority by ordinance, resolution or other means that allow for at least a 30 day public comment period. CUSTOMER agrees to adopt and enforce a sewer use ordinance that is no less stringent than CITY'S ordinance or incorporate the CITY ordinance by reference.
- C. CITY Right of Entry/Inspection and Sampling** - CITY, on behalf of and as agent for CUSTOMER, will update wastewater surveys, conduct inspections and take appropriate enforcement action as outlined in CITY'S Enforcement Response Plan. CITY may take any action under CUSTOMER's sewer ordinance that could have been taken by CUSTOMER, including the enforcement of ordinance. CUSTOMER agrees to grant the CITY the power to enter into the facilities of non-domestic users to periodically verify compliance with applicable Pretreatment Standards and Requirements.
- D. Review of CUSTOMER Legal Authority** - Within 30 days of the Effective Date of this Contract, the CUSTOMER shall provide a copy to the CITY of its ordinances, rules, contracts, agreements or other legal authority that relates to providing wastewater service to non-domestic users to allow the CITY to identify any language that may conflict with Article 13.07 of the City Code. The CUSTOMER shall provide copies of any changes to the documents provided above to the CITY for review and approval prior to adoption.
- E. Emergency Action** - The CITY may take action, whenever it deems necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, which will adversely impact the POTW, or which threatens to cause Interference, Pass Through or threatens to interfere with operation of the POTW. The CITY will provide informal notice to the Industrial User and CUSTOMER of its intent to take emergency action, if reasonably possible. CUSTOMER agrees to immediately reimburse CITY for CITY'S cost and expenses in undertaking any required action under this Subsection.

VI. FIRE AND AMBULANCE SERVICES

- A. Provision of Service** - CITY agrees to provide fire protection and firefighting services and ambulance/emergency medical services to all persons and property within the city limits of

Knollwood, including response to life-threatening emergencies and rescue calls (collectively, “Fire Services”). In the event the boundaries of Knollwood change, CUSTOMER shall provide notice of such change to CITY, and CITY shall continue to provide service to all persons and property within the city limits of Knollwood, as such boundaries have been adjusted.

- B. Service Standards** - Fire Services shall not arbitrarily withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent CITY from providing Fire Services at a particular time. It is recognized that CITY has the duty and responsibility of rendering Fire Services to citizens of both CITY and CUSTOMER. In the performance of the Fire Services, CITY shall have the sole responsibility and discretion to determine the priorities in the dispatching and use of equipment and personnel. CUSTOMER understands that the availability of CITY’s equipment and personnel will be subject to the demands within CITY, which will in all cases take priority, as well as other existing interlocal and mutual aid agreements. When units from CITY are unavailable or will have an anticipated delayed response time, CITY will use reasonable efforts to contact an alternate or auxiliary service provider to provide Fire Services to CUSTOMER. In such an event, CUSTOMER shall be solely responsible for paying any costs or fees assessed by any such alternate or auxiliary service provider. CUSTOMER agrees and understands that CITY’s equipment and personnel will at no time reduce capacity to respond to the needs of the citizens of CITY. CITY and CUSTOMER agree and acknowledge that Services shall be priority for the citizens of CITY. Therefore, Fire Services shall only be provided to CUSTOMER on the condition that personnel and equipment are available when requested by CUSTOMER.
- C. Fee** - CITY shall bill CUSTOMER for Fire Services at the beginning of each of CITY’S fiscal years. For and in consideration of receiving Fire Services, CUSTOMER shall pay to CITY a fee which shall be calculated as follows:

$$\frac{X}{X + (Y-Z)} \times (A + B) = \text{Annual Fee}$$

<i>Where X =</i>	<i>Current market value of all property (including tax-exempt property), excluding the value of land, within the city limits of Knollwood as of January 1 of each Contract year as determined by the Grayson County Appraisal District.</i>
<i>Where Y =</i>	<i>Current market value of all property (including tax-exempt property), excluding the value of land, within the city limits of Sherman as of January 1 of each Contract year as determined by the Grayson County Appraisal District.</i>
<i>Where Z =</i>	<i>Current market value of industrial and manufacturing property (including tax-exempt property), excluding the value of land, within the city limits of Sherman as of January 1 of each Contract year as determined by the Grayson County Appraisal District.</i>

<i>A =</i>	<i>CITY's total budgeted annual net cost of fire and ambulance services for the current fiscal year as reflected in the approved budget.</i>
<i>B =</i>	<i>Depreciation expense of fire and ambulance equipment for the period ending each fiscal year (September 30) calculated using generally accepted accounting principles.</i>

For purposes of this section, net cost of fire and ambulance services equals the total cost of fire and ambulance service less revenues from other service contracts.

- D. Patient Charges** - Nothing in this Contract shall prohibit or limit CITY from separately billing and collecting charges and expenses from persons to whom Fire Services are provided under this Contract ("Patients"). CITY shall have sole discretion over the amount of any such charges or expenses imposed on Patients. CUSTOMER shall have no authority over or responsibility for any Patient billing or collection activities for Fire Services provided by CITY under this Contract. The Patient charges and expenses billed and/or collected by CITY shall be in addition to, and shall not affect, CUSTOMER's obligation to pay CITY the amounts due under this Contract.
- E. Knollwood Facilities** - CUSTOMER shall provide water mains for firefighting services to be rendered by CITY. CUSTOMER shall have a sufficient number of fire plugs within its corporate limits connected to water mains of no less than six inches (6") to meet the codes and ordinances related to fire protection and firefighting required under this Contract. CUSTOMER shall install and maintain at its expense a detector check or other similar device approved by CITY at the water Point of Delivery.
- F. LIABILITY AND INDEMNITY** - Pursuant to Section 791.006(a) of the Texas Government Code, as amended, each party shall be solely responsible for any civil liability arising from furnishing or obtaining the Fire Services contemplated herein as fully and to the same extent as that party would have been responsible in the absence of this Contract. The parties understand and agree that if CITY does not furnish personnel, equipment or services to CUSTOMER after being notified of the need for such Services, CITY shall not be liable to CUSTOMER in damages or otherwise for the failure to furnish the same. CUSTOMER agrees that the acts or omissions of any person dispatched by CITY pursuant to this Contract, travelling to or from said calls, or in any manner furnishing Fire Services to CUSTOMER, outside the city limits of Sherman, shall be considered to be the acts and agents of CUSTOMER in all respects, notwithstanding that such person may be a regular employee or independent contractor of CITY.

CUSTOMER HEREBY EXPRESSLY AGREES TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS CITY AND ITS OFFICIALS, STAFF, AGENTS, EMPLOYEES AND CONSULTANTS FROM ALL LIABILITIES, CHARGES, EXPENSES (INCLUDING ATTORNEY'S FEES) AND COST ON ACCOUNT OF OR BY REASON OF ANY INJURIES, DAMAGES LIABILITIES, CLAIMS, SUITS OR LOSSES OCCURRING FROM OR ARISING OUT OF PERFORMANCE OF THIS

CONTRACT, INCLUDING, BUT NOT LIMITED TO, THE INTENTIONAL OR NEGLIGENT ACTS AND/OR OMISSIONS OF CUSTOMER, ITS OFFICIALS, STAFF, AGENTS, EMPLOYEES AND CONSULTANTS, AND REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY, ITS OFFICIALS, STAFF, AGENTS, EMPLOYEES AND CONSULTANTS. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

- G. Termination of Fire and/or Ambulance Services-** Either party may terminate Fire Services for any reason or no reason by providing sixty (60) days' written notice to the other party. In the event of termination, CITY shall refund to CUSTOMER amounts collected from CUSTOMER for the remaining portion of the then-current fiscal year on a prorated basis if Fire Services are terminated prior to the end of the then-current fiscal year.

VII. DEVELOPMENT AND OPERATIONS STANDARDS

- A. Adoption of Ordinances Policies and Codes -** As additional consideration for the services provided herein, CUSTOMER agrees to adopt and enforce standard fire codes, building codes, and subdivision development ordinances related to utilities and fire protection and firefighting which are consistent with state and national standards and compatible with the codes and ordinances adopted by CITY.

VIII. GENERAL PROVISIONS

- A. Term -**The term of this Contract shall be for one (1) year with nine (9) automatic one (1) year renewals under these same terms and conditions. Either party may terminate this Contract for any reason or no reason at the end of a subsequent renewal period by giving written notice to the other at least sixty (60) days prior to the expiration of the then-current term.
- B. Rate and Fee Adjustments -** All water and wastewater rates and fees established pursuant to this Contract shall be subject to review and amendment by CITY at any time. All rates and fees for Fire and Ambulance Services shall be subject to review and amendment by CITY at the beginning of each CITY fiscal year. CITY shall provide to CUSTOMER notice of any increase at least thirty (30) days before the effective date of such increase.
- C. Payment of Bills -** All charges under the terms of this Contract shall be due and payable on the tenth (10th) day following the billing date and shall become delinquent after the expiration of thirty (30) days following the billing date. CITY and CUSTOMER agree that, if CUSTOMER fails to make a payment or fails to provide written notice of a billing dispute by the date the bill becomes delinquent, CITY may suspend the related service after providing five (5) days' written notice of its intention to suspend service, and that CITY may suspend water service after providing five (5) days' written notice in the event CUSTOMER fails to make required payment or provide written notice of a billing dispute for wastewater service by the deadline.

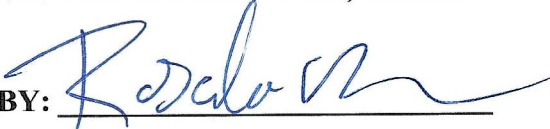
- D. Delinquent Payments** - In the event that payment has not been made by the date a bill becomes delinquent and a written notice of a billing dispute has not been provided, CITY shall assess a late fee of 10% of the unpaid monthly bill. Other delinquent charges and fees for municipal services provided by the CITY shall be entitled to a finance charge of eight percent (8%) per annum to be calculated from the date the bill became due and payable.
- E. Assignment** - This Contract may not be assigned by either party without the prior written consent of the other party.
- F. Applicable Law** - This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Grayson County, Texas. The exclusive venue for any dispute arising out of this Contract shall be a court of competent jurisdiction in Grayson County, Texas.
- G. Binding Effect** - This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Contract.
- H. Severability** - In case any one or more of the provisions contained in the Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. Indemnification** - TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE CITY OF SHERMAN, TEXAS, ITS MAYOR, CITY COUNCIL, OFFICERS, AGENTS AND EMPLOYEES; FROM ALL SUITES, ACTIONS, CLAIMS OR DEMANDS AND FROM ANY AND ALL LIABILITY, DAMAGES, EXPENSES, ATTORNEY FEES, PRE-JUDGMENT AND POST-JUDGMENT INTEREST AND FROM ANY AND ALL PERSONAL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGE (INCLUDING LOSS OF USE) NOT CAUSED BY THE NEGLIGENCE OF CITY, SUSTAINED DIRECTLY OR INDIRECTLY BY ANY PERSON OR PROPERTY ARISING FROM CUSTOMER'S WATER OR WASTEWATER SYSTEM OR USE THEREOF. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT
- J. Sole Agreement** - This Contract constitutes the sole and only agreement of the parties hereto respecting the subject matter addressed herein and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter addressed herein.
- K. Miscellaneous Drafting Provisions** - This Contract shall be deemed drafted equally by all parties hereto. The language of all parts of this Contract 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 Contract are for the convenience of the parties and are not intended to be used in construing this document.

- L. Authority to Execute** - The individuals executing this Contract 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 Contract 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 Contract in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Contract 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).
- M. No Third Party Beneficiaries** - Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- N. Waiver** - Waiver by either party of any breach of this Contract, or the failure of either party to enforce any of the provisions of this Contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
- O. Immunity** - It is expressly understood and agreed that, in the execution and performance of this Contract, CITY 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 Contract, the parties do not create any obligations, express or implied, other than those set forth herein.
- P. Multiple Counterparts** - This Contract 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.

IN WITNESS WHEREOF, the parties have executed this Contract and caused this Contract to be effective when all the parties have signed it. The date this Contract 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 Contract ("Effective Date").

CITY OF KNOLLWOOD, TEXAS

BY: 

ROSALIE DUNN, MAYOR

Date: 10/25/24

CITY OF SHERMAN, TEXAS

BY: _____

ROBBY HEFTON, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.7.

Meeting Date: 4/7/2025

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7510**

Authorizing Execution of a Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for the Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements

Issue:

To consider a Professional Services Agreement with Plummer Associates, Inc. for the Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements

Background:

As described in the 2022 Post Oak WWTP Condition Assessment, work shall entail engineering consulting services for design associated with improvements for Primary Clarifier No. 3 and the Grit Chamber per the recommendations. The project was put on the annual project budget list for design in 2024-2025.

The scope of the project includes design and bidding phase services to rehabilitate Primary Clarifier No. 3 mechanism and structure, and also necessary improvements at the Grit Chamber at the Post Oak Wastewater Treatment Plant (POWWTP).

Mechanical and electrical systems are also in need to be replaced due to damage, heavy corrosion on all non-concrete parts, structural cracks that may be leaking below grade that need to be sealed, stairs, grating, and lighting replacement due to corrosion, and the electrical system needs modification to be in compliance with National Fire Protection Acts.

Origination:

Engineering Department

Financial Consideration:

Funding needed for the agreement is \$311,970.00 and will be available through 2024 GTUA OM Bond proceeds.

Staff Recommendation:

It is recommended that the contract for professional services with Plummer Associates, Inc. for the Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7510
2. Prof Svcs Agmt - Clarifier 3 and Grit Chamber - Signed-Plummer
3. Location Map

RESOLUTION NO. 7510

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE PRIMARY CLARIFIER NO. 3 REHABILITATION AND GRIT CHAMBER IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Plummer Associates, Inc. for engineering services for the Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is 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 7th day of April 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

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

**BY: _____
SHAWN TEAMANN, MAYOR**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
PLUMMER ASSOCIATES
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2025:

Between City: **The City of Sherman, Texas**
 220 W. Mulberry Street
 Sherman, Texas 75090
 Telephone: (903) 892-7208

and Consultant: **Plummer Associates**
 1320 South University, Ste. 300
 Fort Worth, TX 76107
 Telephone: (817) 806-1700

for the following Project: **Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Plummer Associates, a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Primary Clarifier No. 3 Rehabilitation and Grit Chamber Improvements Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **three hundred and six thousand, nine hundred and seventy Dollars (\$306,970.00)**; and (b) for Special Services, in an amount not to exceed **_five-thousand Dollars (\$5,000.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
 - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 Consultation and Approval by Governmental Authorities and Franchised Utilities

– Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 Substantial Compliance with Architectural Barriers Act – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 Submission of Construction Documents to TDLR – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 Completion of Registration Form to TDLR – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the

Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for

Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("**Additional Services**") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the Rate Sheet as shown in **Exhibit G**. The rates set forth in the Exhibit are subject to reasonable change provided prior written notice of said change is given to and approved by City.

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All

invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation

for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

- 3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$(95% Engineers Estimate of Probable Construction Cost) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the

effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit E, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit E, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and

omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7

AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8

TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS

EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the 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 City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@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) 544-4054

Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Jeffrey E. Caffey, PE

Principal

Plummer Associates, Inc.

1320 South University, Ste. 300

Fort Worth, TX 76107

Telephone: (817) 806-1700

Email: jcaffey@plummer.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “G,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Engineering Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Contractor Insurance Guidelines.
- 12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.
- 12.1.7 **Exhibit G**, Hourly Fee Schedule

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** **Exhibit G**, or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting

of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of 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.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other 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 other 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 date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **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 and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is 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 in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **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.
- 12.16 **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.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All 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.

- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing

terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to “Consultant,” this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

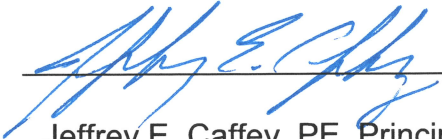
CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Dr. Zachary Allen Flores,
City Manager

CONSULTANT:

Plummer Associates, Inc.
a Texas corporation

By: _____
Jeffrey E. Caffey, PE, Principal

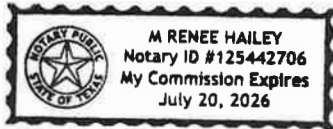
APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JEFFREY E. CAFFEY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS A PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR **PLUMMER ASSOCIATES, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF March 2025.



M. R. Hailey
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: July 20, 2026

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A. The City of Sherman ("City") has selected Plummer Associates, Inc. ("Plummer" or "Consultant") to provide engineering consulting services for design associated with improvements for Primary Clarifier No. 3 and the Grit Chamber per the recommendations listed in the 2022 Condition Assessment of the Post Oak WWTP.

The scope of the project includes design and bidding phase services to rehabilitate Primary Clarifier No. 3 mechanism and structure, and also necessary improvements at the Grit Chamber at the Post Oak Wastewater Treatment Plant (POWWTP).

As described in the 2022 Post Oak WWTP Condition Assessment by Plummer: the mechanical and electrical systems need to be replaced due to damage, heavy corrosion on all non-concrete parts, structural cracks that may be leaking below grade that need to be sealed, stairs, grating, and lighting need to be replaced due to corrosion, and electrical system needs modification to be in compliance with NFPA-70 and NFPA-820.

- B. Assumptions:
- a. Improvements in this project are not intended to provide additional design capacity to the facilities.
 - b. A design-bid-build delivery approach will be used for the project.

II. GENERAL REQUIREMENTS

- A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C. Each time the Consultant submits plans and/or specifications to City, PDF versions of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

EXHIBIT A SCOPE OF SERVICES

- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E. Communications and Reporting:**
- i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - ii Attend review meeting with the City at the end of each design phase.
 - iii Prepare and submit monthly invoices in the format acceptable to the City.
 - iv Prepare and submit monthly progress reports.
 - v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
 - viii Attend additional project coordination meetings, if needed.
 - ix Coordinate with other site work as needed; Medium Voltage loop project and new transformers, Laboratory upgrade project, and other work that may be going on.

III. TASK SUMMARY. BASIC SERVICES

A. Intermediate Design Plans (60%)

- a. Coordinate a site visit with City personnel to document any additional comments and/or changes from the Condition Assessment and current field conditions for the site. This site visit may be combined with the pre-design project kickoff meeting.
- b. Prepare intermediate engineering review drawings (1"=20' scale, 22"x34" sheets) to include preliminary horizontal and vertical alignments of all proposed improvements including detailed construction-related notes. A general notes sheet(s), coordinate control sheet(s), proposed erosion control plan sheet(s), demolition sheet(s), and detail sheet(s) will be required for all projects.
- c. Existing facilities will be shown on the plans based on field information and

EXHIBIT A SCOPE OF SERVICES

surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Weir elevations for Primary Clarifier #3 will be verified.

- d. Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the Consultant's Basic Engineering Services and will not be included unless specifically authorized in writing under "D. Special Services."
- e. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 22"x34" sheets), and applicable City standard details.
- f. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.
- g. Schedule one review meeting with the City and address any comments received.

Deliverables: 60% package including design documents and AACE Level 3 OPCC, meeting notes.

B. Final Design/Construction Plans (90%, 100%)

- a. Prepare final engineering review drawings that address all comments from the intermediate review.
- b. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
- c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.
- d. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.
- e. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering

EXHIBIT A SCOPE OF SERVICES

data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

Deliverables: One work package of final design documents and AACE Level 2 OPCC, meeting notes.

C. Bid Phase Services

- a. Prepare bid set drawings and specifications that address all comments from the final design review.
- b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Assist the City in the advertisement of the Project for competitive bids.
- d. Assist the City with one Pre-Bidders meeting.
- e. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- f. Assist the City in the opening and tabulation of bids for construction of the Project.
- g. Prepare a written summary of the bid tabulation and evaluation together with a recommendation letter addressing the award of the construction contract.
- h. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
- i. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.
- j. Coordination on Contract Documents with Greater Texoma Utility Authority (GTUA) on final plans and specifications.

EXHIBIT A SCOPE OF SERVICES

Deliverables: One set of bid documents, Pre-Bid meeting agenda, addenda, one bid tabulation/evaluation, bid award recommendation letter, one set of Construction Contract Documents for execution, meeting notes.

D. Special Services

- a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., and C. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
 - i. Design Surveying - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

- A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- a. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
- b. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated.

EXHIBIT A SCOPE OF SERVICES

- As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
- c. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
 - d. Appearances before regulatory agencies.
 - e. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
 - f. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
 - g. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
 - h. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
 - i. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
 - j. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
 - k. Revision of reports and Construction Contract Documents after specific approval by City.
 - l. Subsurface Utility Engineering that involves Level "A" or "B" identification of a utility.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Intermediate Design Plans (60%)
(Expected Completion:) **\$139,450.00**

B. Final Design/Construction Plans (90%, 100%)
(Expected Completion:) **\$113,300.00**

C. Bid Phase Services
(Expected Completion:) **\$54,220.00**

Total Basic Services (Lump Sum) ***\$306,970.00***

II. Special Services

Design Surveying \$5,000.00

Total Authorized Special Services ***\$5,000.00***

Project Budget, Grand Total (Not-To-Exceed) ***\$311,970.00***

EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

I. GENERAL INSURANCE REQUIREMENTS.

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

- II. INSURANCE COMPANY QUALIFICATION** – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

- III. CERTIFICATE OF INSURANCE** – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior

EXHIBIT E CONTRACTOR'S INSURANCE GUIDELINES

to the date the Agreement is renewed or extended.

IV. **INSURANCE CHECKLIST** – “X” means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
<u>X</u>	1.	Worker's Compensation & Employer's Liability	Statutory Limits of the State of Texas
<u>X</u>	2.	General Liability	- Minimum \$1,000,000.00 each occurrence; - Minimum \$2,000,000.00 in the aggregate
___	3.	XCU Coverage	- Minimum \$1,000,000.00 each occurrence; - Minimum \$2,000,000.00 in the aggregate
<u>X</u>	4.	Professional Liability	- Minimum \$1,000,000.00 each claim; - Minimum \$2,000,000.00 in the aggregate
<u>X</u>	5.	Umbrella Coverage of Excess Liability Coverage	- An amount of \$2,000,000.00 - Minimum \$2,000,000.00 in the aggregate
<u>X</u>	6.	City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u>X</u>	7.	General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title and bid number.
11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

EXHIBIT G RATE SCHEDULE

PLUMMER ASSOCIATES, INC.

HOURLY FEE SCHEDULE

2025

Description	2025 Rate
Principal	345.00
Subject Matter Expert	325.00
Senior Project Manager	325.00
Principal Construction Manager	300.00
Senior Project Manager Engineer Scientist	265.00
Senior Construction Manager	250.00
Geospatial Manager	250.00
Project Manager Engineer Scientist	225.00
Senior Staff Professional	220.00
Project Engineer Scientist	190.00
CAD Manager	185.00
Project Construction Manager	180.00
Senior Geospatial	175.00
Senior Resident Project Representative	170.00
Senior CAD	165.00
Staff Construction Manager	150.00
Staff Engineer Scientist	150.00
Staff Professional	140.00
Staff CAD	130.00
Senior Admin	120.00
Staff Geospatial	110.00
Staff Admin	105.00
Intern Engineer Scientist	85.00

- Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of this agreement.
- A multiplier of 1.15 will be applied to all direct expenses.
- Fleet Vehicles charge at \$1,500 per month, \$150 per day.
- A technology charge will be billed at \$5 per labor hour.





City Council Regular Meeting

Agenda Item No. G.8.

Meeting Date: 4/7/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7511**

Authorizing Execution of a Property Assessment and Collection Interlocal Agreement for the Assessment and Collection of Ad Valorem Taxes between the City of Sherman, Texas, and Grayson County

Issue:

Consideration of an Interlocal Agreement with Grayson County to provide ad valorem collection services to the City of Sherman.

Background:

Grayson County provides assessment and collection services of the City's ad valorem taxes. The County has requested a new Interlocal Agreement to continue to perform assessment and collection services. The most significant change in the agreement is an increase in the collection rate from \$0.90 to \$1.10 per parcel. While this is a significant increase, the rate has been at \$0.90 for at least ten years.

Origination:

Mary Lawrence, CFO

Financial Consideration:

The increase in the fee will be about \$5,000.00 per year.

Staff Recommendation:

Staff recommends approval of the Agreement.

Alternatives:

No alternatives are offered since the City does not have another way to collect ad valorem taxes.

Attachments:

1. Resolution No. 7511
2. Grayson County Interlocal Delinquent Tax Collection FINAL (ID 449931)

RESOLUTION NO. 7511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROPERTY ASSESSMENT AND COLLECTION INTERLOCAL AGREEMENT FOR THE ASSESSMENT AND COLLECTION OF AD VALOREM TAXES BETWEEN THE CITY OF SHERMAN, TEXAS, AND GRAYSON COUNTY; 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 of 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 Interlocal Agreement with Grayson County, for Grayson County to provide property assessment and collection services, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, on this the 7th day of April 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

**APPROVED AS TO FORM
AND CONTENT:
ABERNATHY, ROEDER, BOYD, & HULLET P.C.**

BY: _____
RYAN PITTMAN, CITY ATTORNEY

AD VALOREM TAX ASSESSMENT AND COLLECTION CONTRACT BETWEEN GRAYSON COUNTY AND THE CITY OF SHERMAN

This contract is between Grayson County (**COUNTY**) and the City of Sherman (**CITY**) and is pursuant to Texas Tax Code Sections 6.24 and 25.17 and the Texas Government Code, Chapter 791. The parties desire to contract with each other for the services of ad valorem tax assessing and collecting. The **COUNTY** acting by and through its Commissioners' Court have authorized the Grayson County Tax Assessor-Collector to execute this contract and the **CITY** acting by and through its City Council have authorized the City Manager to execute this contract.

1. For the considerations stated herein and under the provisions of V.T.C.A Government Code, Chapter 791, the Interlocal Cooperation Act, V.T.C.A., Texas Tax Code, Section 6.24 and 25.17, the **COUNTY**, through its duly elected Tax Assessor-Collector, shall serve as tax assessor-collector for **CITY** for ad valorem tax purposes during the term of this contract and any renewals thereof, as herein provided. The **COUNTY** agrees to perform for **CITY** all necessary duties as authorized by all applicable statutes, and the **CITY** expressly authorizes the **COUNTY**, through its duly elected Tax Assessor-Collector, to do and perform all acts necessary and proper to assess and collect taxes for **CITY**.
2. The **COUNTY** agrees to prepare and mail all tax statements, provide monthly collection reports to **CITY**, prepare tax certificates, develop and maintain current and delinquent tax rolls, meet all applicable requirements of the Texas Tax Code, and develop and maintain such other records and forms as are necessary or required by state laws, rules, and regulations. The **COUNTY** will maintain written policies and procedures for its operations and agrees to make available to **CITY** copies of all such policies and procedures as well as any written reports reasonably necessary to keep **CITY** informed of all financial information affecting them.
3. To enable the **COUNTY** to effectively serve all the taxing units which contract with the **COUNTY** for the collection of taxes, the **CITY** must set its annual tax rates not later than the 15th day of September of each year. In the absence of this requirement being met, the **CITY** shall bear all expenses of the **COUNTY** and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the **CITY** does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the **COUNTY** its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation or a successful rollback election and any or all collateral or related information or documentation which may cause the **COUNTY** to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

4. **CITY** retains the right to select its own delinquent property tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY** in the collection of delinquent assessments and related activities.
5. **COUNTY**, through its tax assessor-collector or attorney, shall send notices of delinquency and collection costs as required by the Texas Tax Code, including but not limited to, Section 33.07, 33.08 & 33.11, as applicable.
6. For the current tax year and each year thereafter that this agreement remains in effect, **CITY** agrees to pay the **COUNTY** \$1.10 (one dollar and ten cents) per parcel per year, not to exceed the actual cost of collection. This collection fee is the same fee paid by all other governmental entities to the **COUNTY**.
7. The **COUNTY** agrees to allow an audit of the tax records at any time. If the audit is requested by **CITY**, the expense of such an audit shall be paid by **CITY**. **CITY** agrees to furnish a copy of other audits reflecting findings, reportable conditions, or material weaknesses in internal accounting controls relating to the taxing functions of **CITY**. The **COUNTY'S** audit does not extend to **CITY**. Internal audits by the County Auditor do not extend to **CITY**.
8. The **COUNTY** agrees to obtain a surety bond for the **COUNTY** Tax Assessor-Collector to assure proper performance of the Collecting function provided in this contract upon the request of **CITY**. Such bond shall be payable to **CITY** in the sum specified by **CITY**. A solvent surety company authorized to do business in the State of Texas shall execute such bond. **CITY** agrees to pay the premiums on all bonds required by **CITY**.
9. The **COUNTY** agrees to make payments of taxes into such depositories as selected by **CITY**. The **COUNTY** shall make tax payments to **CITY** on a daily basis through ACH, unless the accumulated tax payments to **CITY** are less than \$500.
10. The effective date of this contract shall be the 1st day of September, 2025. The initial term of this contract shall be for a period of one year, from September 1, 2025, to and through August 31, 2026. This contract shall automatically renew each year for an additional one (1) year term unless written notice of termination is provided by the terminating party to the other party prior to one hundred-twenty (120) days of the expiration date of the contract. In the event of a termination notice, **CITY** shall be obligated to pay such payments as required by this agreement through the last day the term of this contract and the **COUNTY** shall be obligated to provide all services pursuant to this agreement through last day of the term of this contract.
11. Upon termination of this contract, **CITY** may secure copies of all necessary records for the assessment and collection of its taxes from the **COUNTY** and **CITY** shall pay reasonable costs of reproduction.

12. The **COUNTY** shall return all pertinent records to **CITY** if this agreement is terminated due to judicial decree, by agreement of all taxing entities served by the Tax Assessor-Collector, or any other legal reason.
13. The **COUNTY** and **CITY** acknowledge that the Grayson Central Appraisal District determines the ownership and sets the values on all properties and such values are provided to the **COUNTY** for tax assessment. After the assessments are made and certified, it is agreed that the **COUNTY** will not change any assessments without written authorization from Grayson Central Appraisal District or judicial determination.
14. Each party agrees to indemnify and hold the other party harmless from all claims, demands, causes of action, losses, costs and liabilities for negligence and misconduct, including but not limited to reasonable attorneys' fees incurred as a result of its action and the actions of its employees, agents, and representatives. Each party shall give the other party immediate written notice of any claim, suit, or demand, which may be subject to this provision. This provision shall survive the termination of this agreement.
15. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This Agreement supersedes all previous written and oral agreements between the parties.
16. If any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of the Agreement shall remain in full force and effect.
17. Entered and executed on this the day of _____, 2025.

COUNTY:

CITY:

By: _____
Bruce Stidham
Grayson County
Tax Assessor-Collector

By: _____
City Manager

Attested By: _____
Deana Patterson
Grayson County Clerk

Attested By: _____
City Clerk



City Council Regular Meeting

Agenda Item No. G.9.

Meeting Date: 4/7/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7512**

Authorizing the Execution of Encroachment Agreement with Globalwafers America, LLC for the Encroachment of a Proposed Retaining Wall and Retention Pond within a 30-foot Utility Easement Established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman

Issue:

To consider executing an encroachment agreement relating to a 30-foot Utility Easement established in Instrument No. 2021-234, Plat Records, Grayson County, Texas

Background:

GlobalWafers America, LLC is currently developing on the subject property. The location of the proposed retaining wall and retention pond extends into the platted 30-foot Utility Easement. An Encroachment Agreement will be necessary for the retaining wall and retention pond to be constructed in its approved location.

Origination:

Globalwafers America, LLC, Property Owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, it is recommended that the encroachment agreement be executed.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7512
2. Partially Signed Agmt - Retaining Wall-Retention Pond
3. Pond Retaining Wall Encroachment Request
4. Location Map - Retention Pond

RESOLUTION NO. 7512

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO GLOBALWAFERS AMERICA, LLC FOR THE ENCROACHMENT OF A PROPOSED RETAINING WALL FOR A RETENTION POND WITHIN A 30-FOOT UTILITY EASEMENT ESTABLISHED IN INSTRUMENT NO. 2021-234, PLAT RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for a proposed retaining wall for a retention pond within the 30-foot utility easement established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 7th day of April 2025.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

ATTEST:

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

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

[illegible]

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 DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and GlobalWafers America, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Replat of Lots 1 and 2 of Northgate Business Park Phase One ("Plat"), filed in Instrument No. 2021-234, Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 30-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain a retaining wall for a retention pond ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 14.02-foot encroachment into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to

Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of

construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** **LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY**

RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND

OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.
10. **Miscellaneous Provisions.**
- a. **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 electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party 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 City, addressed to it at:

City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@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
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
GlobalWafers America, LLC
Attention: Mark England, President
200 W. FM 1417
Sherman, TX 75092
Telephone: (903) 957-1904
Email: mengland@gw-globitech.com

- b. 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.
- c. 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.
- d. 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 signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. 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.

- g. 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.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating 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.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed 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.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. 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 either 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.

[Signature page follows.]

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 system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, Acting City Manager

Date: _____

LICENSEE:

GLOBALWAFERS AMERICA, LLC

By: Mark England
Mark England, President

Date: March 19, 2025

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be the person whose name is 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 Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Mark England known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of March, 2025

Rhonda Jean Spence

Notary Public in and for the State of Texas
My Commission Expires: February 16, 2026

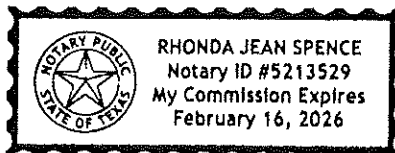
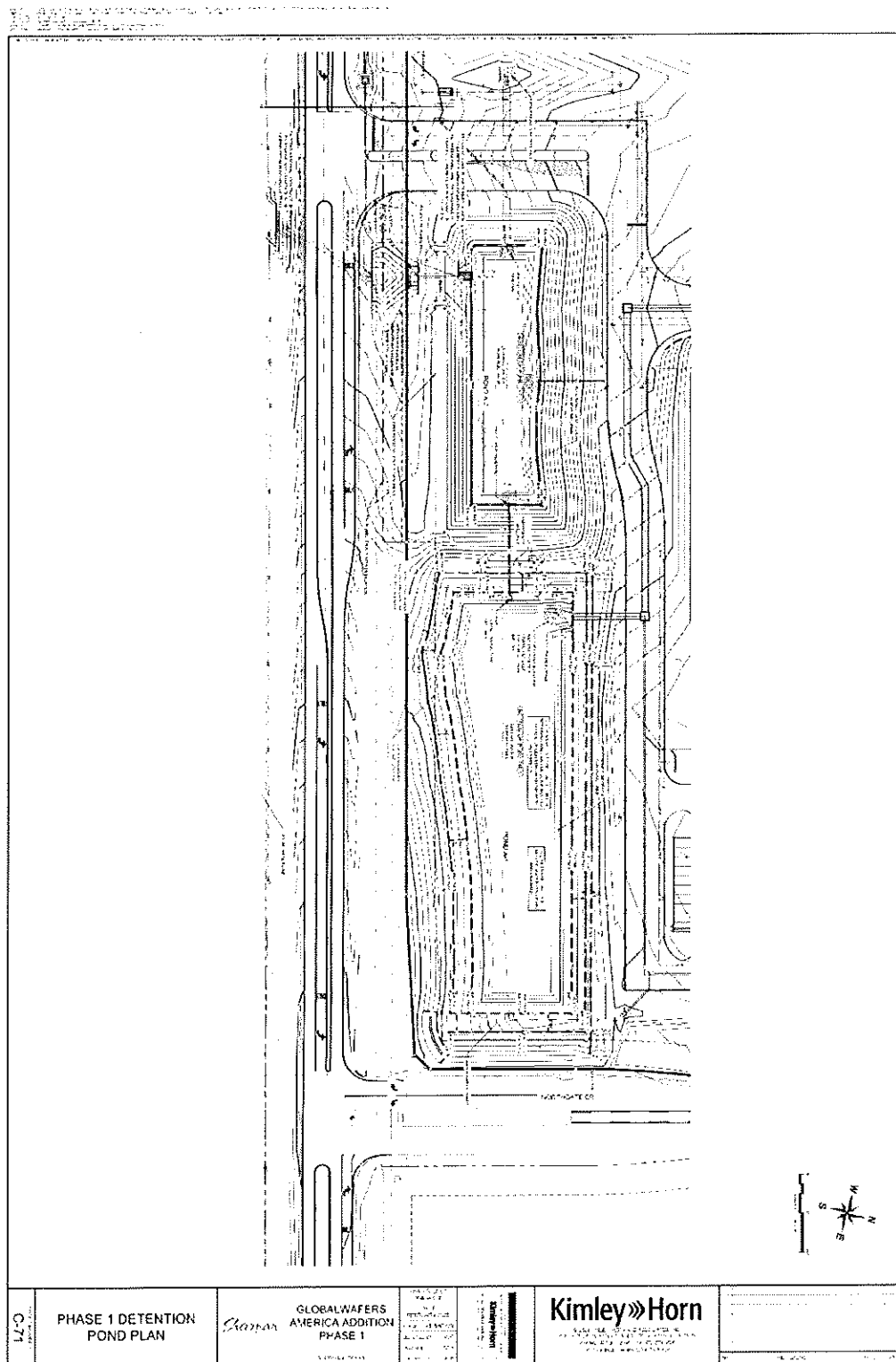
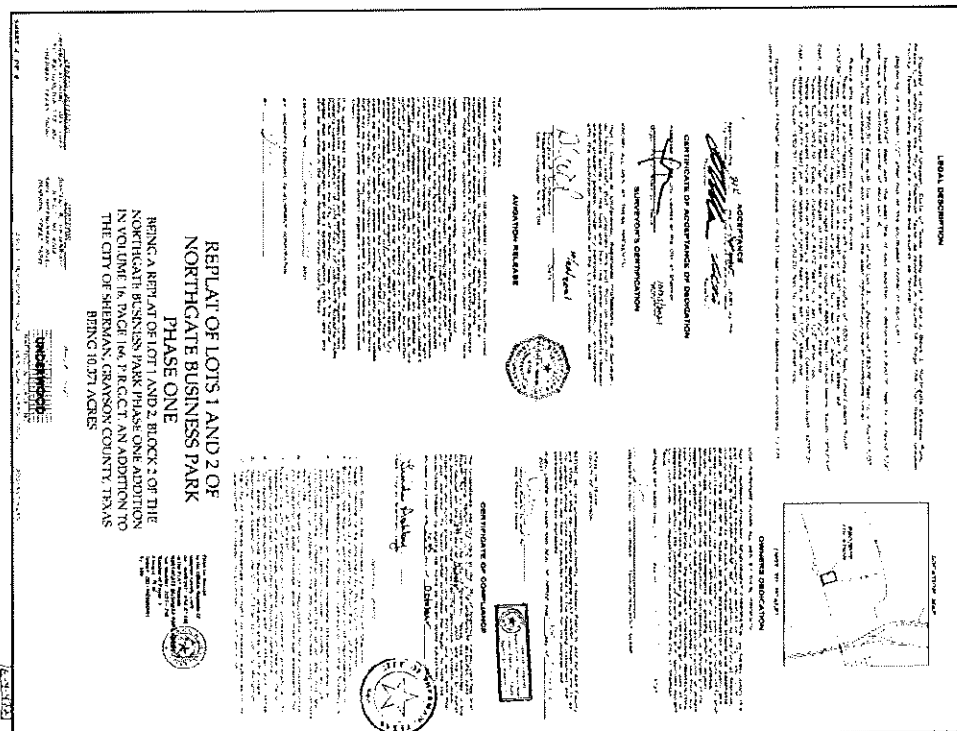
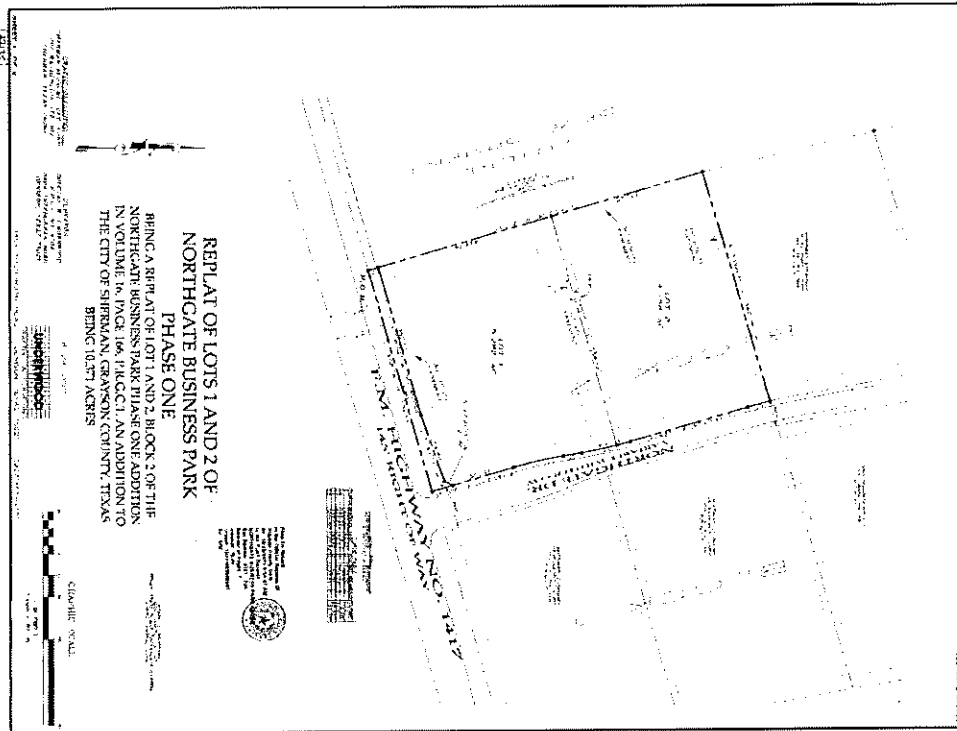


EXHIBIT A



Filed Plat



Encroachment and License Agreement

GLOBALWAFERS AMERICA, LLC – 30-FOOT UTILITY EASEMENT – RETENTION POND ENG. FILE NO. 2592-A



February 18, 2025

Wayne Lee, P.E.
Director of Engineering
City of Sherman

RE: *Eastern Retention Pond Wall Easement Encroachment – GlobalWafers America*

Property Address: 3230 Northgate Dr., Sherman, TX

Property ID: 125123

Dear Mr. Lee,

GlobalWafers America would like to propose an encroachment agreement for the retaining wall of the eastern retention pond located along the frontage of FM 1417. In order to meet the jurisdiction's 100-year detention volume requirements for the GlobalWafers site, the retaining wall for the eastern detention pond must encroach a length of approximately 155' within the existing 30' utility easement (Doc. No. 2021-234). The retaining wall is designed to a maximum height of 5' within the existing utility easement to accommodate not only the required detention volume but allows for tie-ins to the existing grade of the FM 1417 ROW.

We respectfully request an encroachment agreement to allow for the retention pond's retaining wall to encroach within the existing 30' utility easement (Doc. No. 2021-234).

Please contact me at (469) 353-6061 or michael.carlisle@kimley-horn.com should you have any questions.

Sincerely,

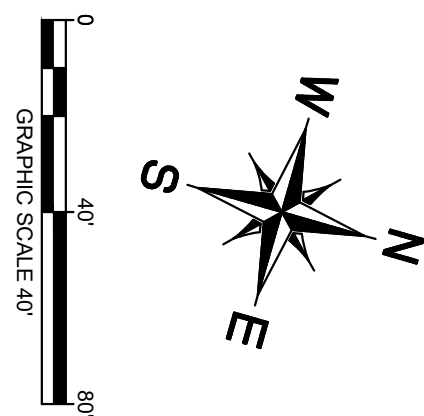
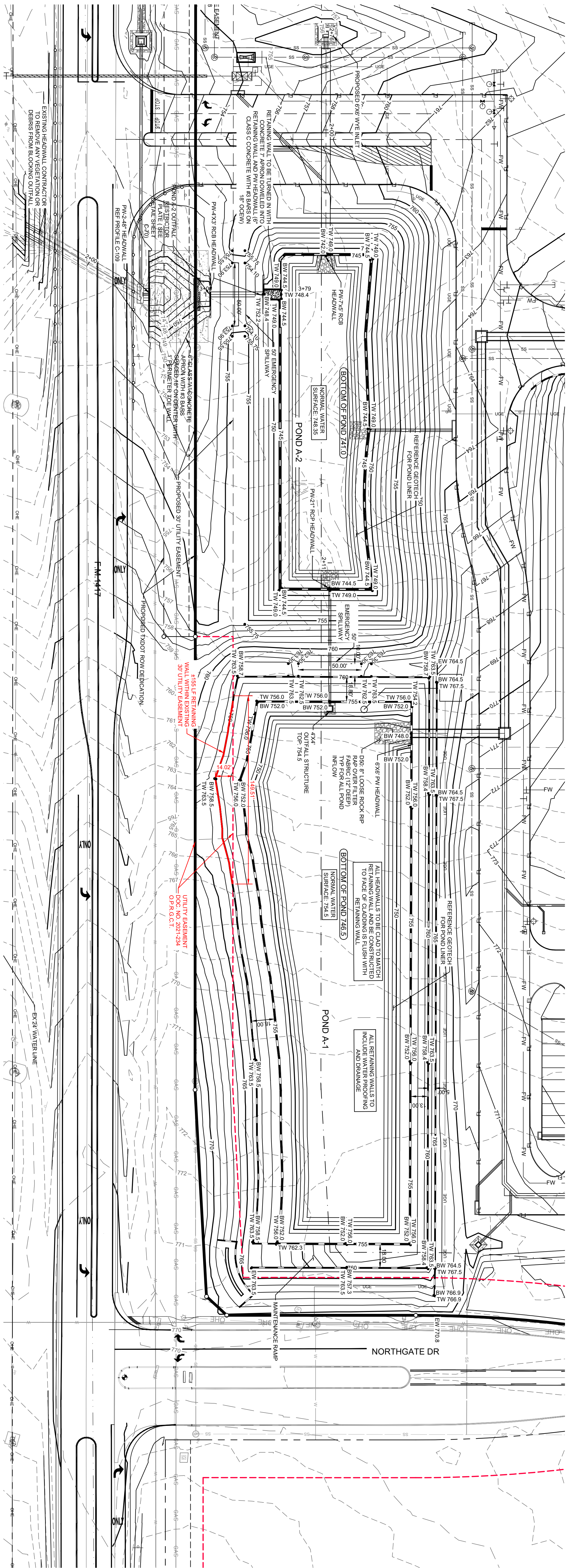
Michael Carlisle, P.E. (TX)
Kimley-Horn and Associates, Inc.
TBPE Firm No. F-928

Owner:

A handwritten signature in black ink that reads "Mark England".

Mark England
GlobalWafers America, LLC

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



No.	REVISIONS	DATE	BY

SHEET NUMBER
C-71

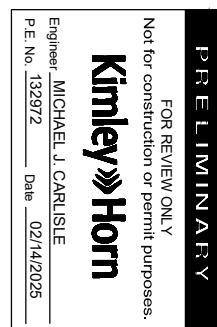
PHASE 1 DETENTION POND PLAN



GLOBALWAFERS
AMERICA ADDITION
PHASE 1

SHERMAN, TEXAS

KHA PROJECT 064046018	
DATE FEBRUARY 2025	
SCALE	AS SHOWN
DESIGNED BY	MJC
DRAWN BY	SEH
CHECKED BY	JCR



Kimley»»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

Encroachment - Retaining Wall & Retention Pond



0 100 200 400 Feet





City Council Regular Meeting

Agenda Item No. G.10.

Meeting Date: 4/7/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7513**

Authorizing the Execution of Encroachment Agreement with Globalwafers America, LLC for the Encroachment of a Proposed Retaining Wall and Monument Sign within a 30-foot Utility Easement Established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman

Issue:

To consider executing an encroachment agreement relating to a 30-foot Utility Easement established in Instrument No. 2021-234, Plat Records, Grayson County, Texas

Background:

GlobalWafers America, LLC is currently developing on the subject property. The location of the proposed monument sign and retaining wall was approved by the Planning & Zoning Commission on January 22, 2025.

Said approval of the proposed location was subject to Globalwafers America, LLC obtaining an Encroachment Agreement, approved by City Council. An Encroachment Agreement will be necessary for the permit for the monument sign to be executed and for the monument sign to be constructed in its approved location.

Origination:

Globalwafers America, LLC, Property Owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, it is recommended that the encroachment agreement be executed.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7513
2. Partially Signed Agmt - Monument Sign
3. Monument Sign Easement Encroachment Request
4. Location Map - Monument Sign

RESOLUTION NO. 7513

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO GLOBALWAFERS AMERICA, LLC FOR THE ENCROACHMENT OF A PROPOSED RETAINING WALL AND MONUMENT SIGN WITHIN A 30-FOOT UTILITY EASEMENT ESTABLISHED IN INSTRUMENT NO. 2021-234, PLAT RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for a proposed retaining wall and monument sign within the 30-foot utility easement established in Instrument No. 2021-234, Plat Records, Grayson County, Texas, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 7th day of April 2025.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

ATTEST:

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

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

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 DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and GlobalWafers America, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Replat of Lots 1 and 2 of Northgate Business Park Phase One ("Plat"), filed in Instrument No. 2021-234, Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 30-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain a retaining wall and monument sign ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 24.11-foot encroachment into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to

Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of

construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** **LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY**

RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND

OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.
10. **Miscellaneous Provisions.**
- a. **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 electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party 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 City, addressed to it at:

City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@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
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
GlobalWafers America, LLC
Attention: Mark England, President
200 W. FM 1417
Sherman, TX 75092
Telephone: (903) 957-1904
Email: mengland@gw-globitech.com

- b. 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.
- c. 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.
- d. 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 signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. 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.

- g. 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.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating 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.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed 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.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. 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 either 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.

[Signature page follows.]

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 system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

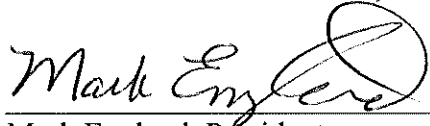
CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, Acting City Manager

Date: _____

LICENSEE:

GLOBALWAFERS AMERICA, LLC

By:  _____
Mark England, President

Date: March 19, 2025

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be the person whose name is 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 Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

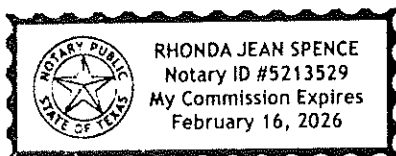
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

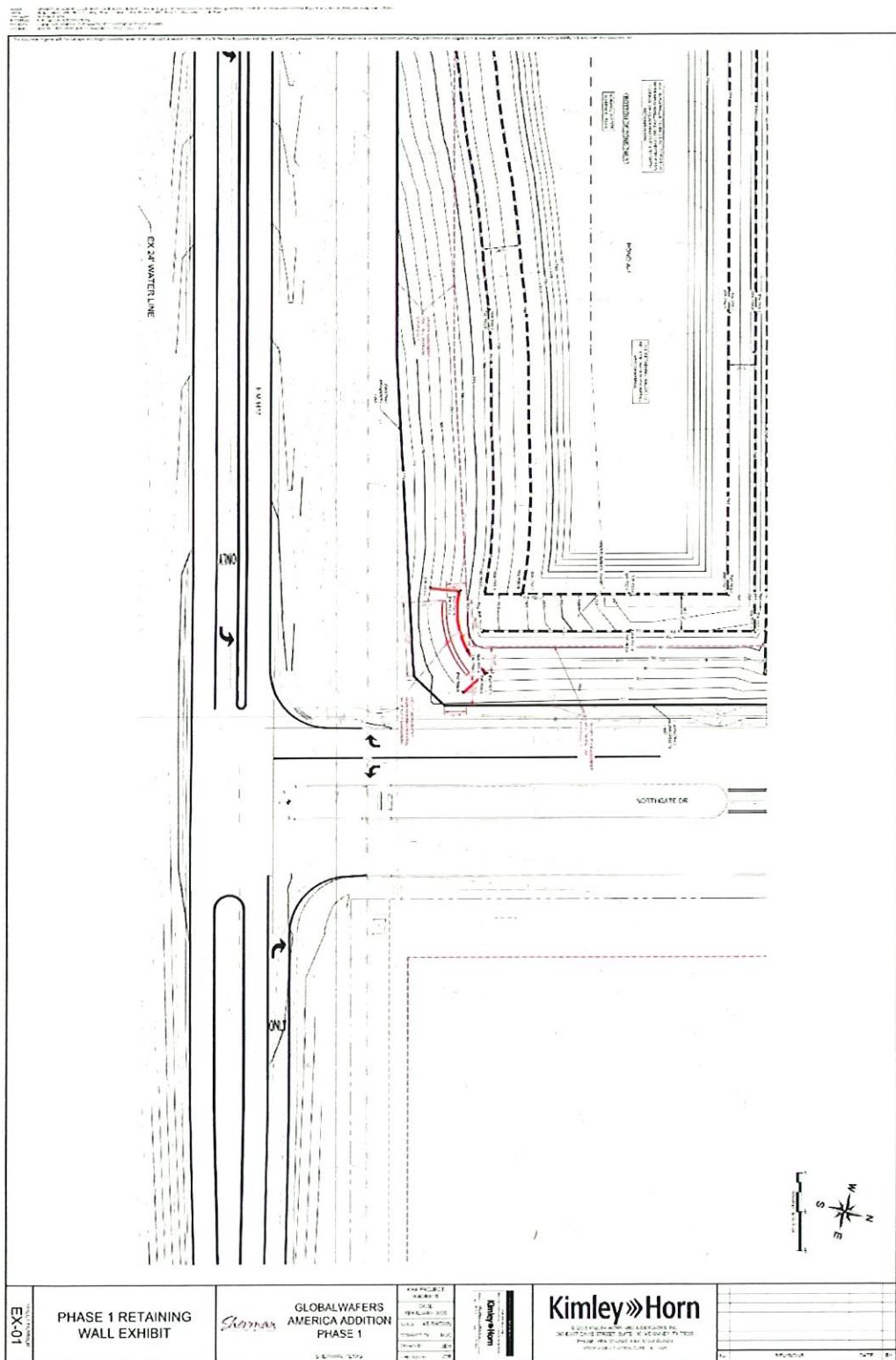
BEFORE ME, the undersigned authority, on this day personally appeared Mark England known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of March, 2025.



Rhonda Jean Spence
Notary Public in and for the State of Texas
My Commission Expires: February 16, 2026

[illegible]

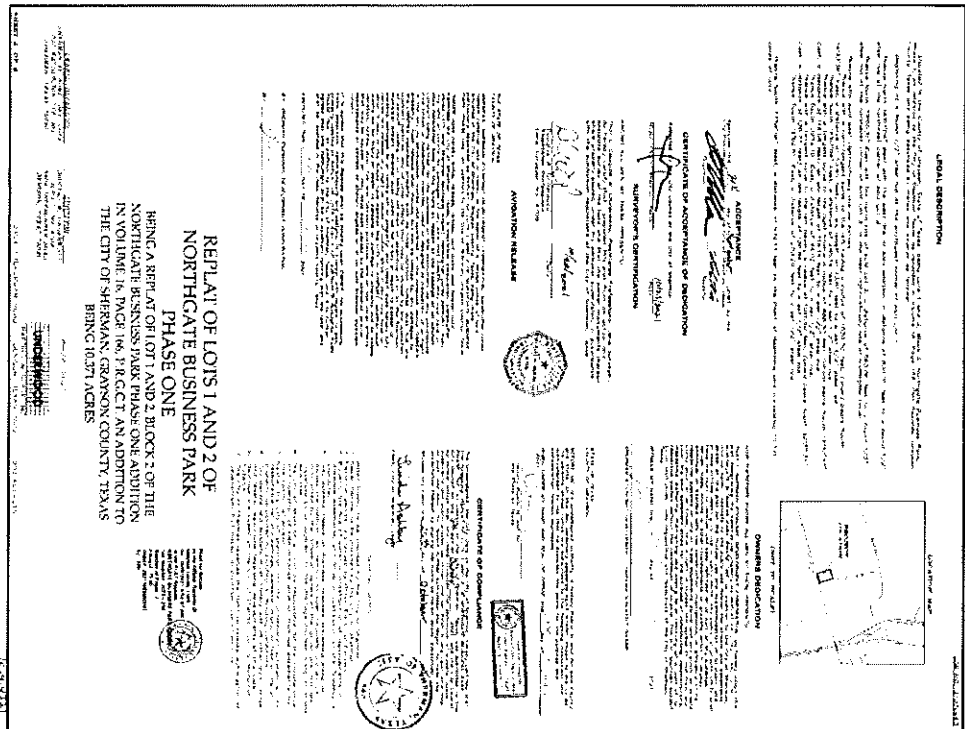
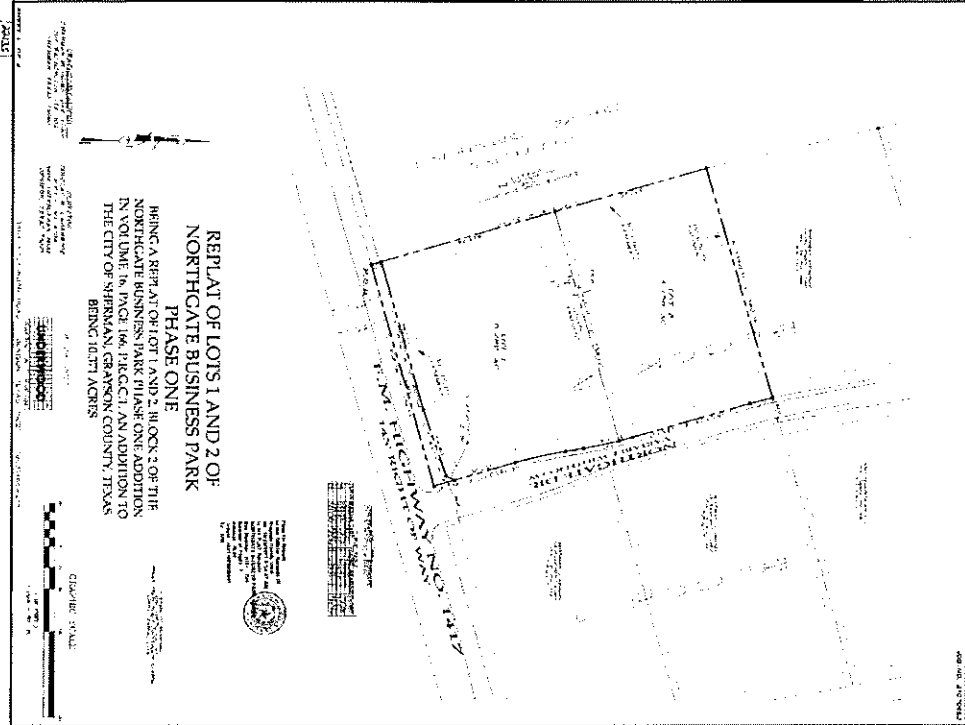


Encroachment and License Agreement

GLOBALWAFERS AMERICA, LLC – 30-FOOT UTILITY EASEMENT – MONUMENT SIGN ENG. FILE NO. 2592-A

Page 11 of 12

Filed Plat





February 18, 2025

Wayne Lee, P.E.
Director of Engineering
City of Sherman

RE: *Monument Sign Easement Encroachment – GlobalWafers America*

Property Address: 3230 Northgate Dr., Sherman, TX

Property ID: 125123

Dear Mr. Lee,

GlobalWafers America would like to propose an encroachment agreement for a monument sign and retaining wall located on the northwest corner of Northgate Drive and FM 1417. The location of the sign was approved by the Planning and Zoning Committee at the January 22nd, 2025 meeting. Due to the area limitations provided by the nearby detention ponds, the proposed monument sign and retaining wall will encroach within the intersection of two existing 30' utility easements (Doc No. 2021-234 and Vol. 16 PG. 166). The entirety of the 40' in length monument sign is encroaching within said intersection. A retaining wall is being proposed with the monument sign to raise the sign to the elevation of FM 1417 for visibility of the monument sign. The retaining wall measures approximately 78' in length and has a max height of 3' at its tallest.

We respectfully request an encroachment agreement to allow for the monument sign and the surrounding retaining wall to encroach within the existing 30' utility easements.

Please contact me at (469) 353-6061 or michael.carlisle@kimley-horn.com should you have any questions.

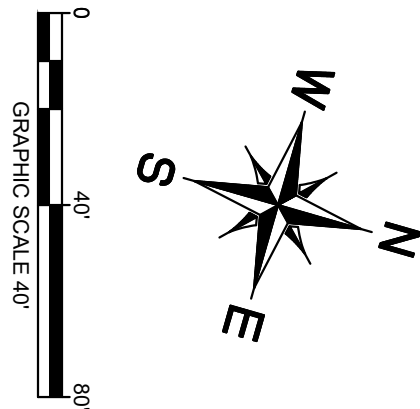
Sincerely,

Michael Carlisle, P.E. (TX)
Kimley-Horn and Associates, Inc.
TBPE Firm No. F-928

Owner:

A handwritten signature in black ink that reads "Mark England".

Mark England
GlobalWafers America, LLC



Kimley»»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes.

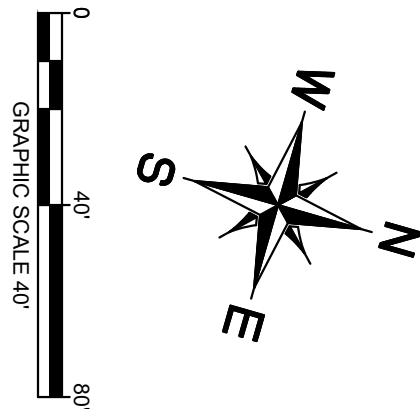
Kimley»Horn

Engineer MICHAEL J. CARLISLE
P.E. No. 132972 Date 02/20/2025

SHERMAN, TEXAS

PHASE 1 RETAINING WALL EXHIBIT

SHEET NUMBER
EX-01



Kimley»»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

Engineer MICHAEL J. CARLISLE
P.E. No. 132972 Date 02/20/2025

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHEET NUMBER
EX-01

Encroachment - Retaining Wall & Monument Sign



0 100 200 400 Feet





City Council Regular Meeting

Agenda Item No. G.11.

Meeting Date: 4/7/2025

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** RESOLUTION NO. 7514**

Authorizing the Purchase of Materials from Omniwarn for the Sherman Storm Siren System under Emergency Exception

Issue:

City of Sherman owns and maintains 21 outdoor warning sirens to notify citizens during dangerous weather.

Background:

Preventative maintenance revealed needed repairs to ensure all 21 sirens are operational for the 2025 storm season.

Origination:

Preventative maintenance revealed needed repairs to ensure the storm siren system is adequately prepared to alert during needed times.

Financial Consideration:

\$68,230.70

Staff Recommendation:

Staff recommends approval.

Alternatives:

Attachments:

1. Resolution No. 7514
2. Resolution No. - repair to siren
3. Contract
4. Storm Siren Quote
5. Sherman Siren Contract

RESOLUTION NO. 7514

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF MATERIALS FROM OMNIWARN FOR THE SHERMAN STORM SIREN SYSTEM UNDER EMERGENCY EXEMPTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to authorize purchase of material from Omniwarn totaling Sixty-eight Thousand Two Hundred Thirty dollars and Seventy cents (\$68,230.70). 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 current Fiscal Year 2024/2025 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 7th day of April 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE MATERIALS FROM OMNIWARN FOR THE SHERMAN STORM SIREN SYSTEM VIA EMERGENCY EXEMPTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to authorize purchase of material from Omniwarn totaling Sixty-eight Thousand Two Hundred Thirty dollars and Seventy cents (\$68,230.70). 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 current Fiscal Year 2024/2025 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 17th day of March 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Quote

OW-000116

OmniWarn LLC

Tax ID : 86-1665989
PO BOX 850509
Yukon Oklahoma 73085
U.S.A
833-360-9276
logan@omni-warn.com
www.omni-warn.com

Bill To
City of Sherman, Texas

Quote Date : September 05, 2024

Expiry Date : December 05, 2024

Subject :

Sherman, Texas - SirenGuard Pro for Federal Signal Warning Sirens

#	Item & Description	Qty	Rate	Amount
1	SirenGuard Pro Annual inspection and maintenance of 21 Federal Signal sirens and associated equipment. See attached service agreement for details.	1.00	17,850.00	17,850.00
2	Battery: ACDelco M24M680	84.00	136.00	11,424.00
			Sub Total	29,274.00
			Total	\$29,274.00

Notes

A Federal Signal factory trained representative will inspect and perform maintenance on (21) sirens and associated activation equipment for the City of Sherman, Texas.

Every site will have a work order documenting the state of the siren and associated equipment, along with minor repairs completed (fuse replacements, tighten cables, etc.). Any repairs that can be completed with parts on hand will be performed and billed as needed (sensors, contactors, etc.)

Batteries will be replaced in all sites to begin agreement.

Any major repairs needed will be quoted following this inspection process.

Upon completion of all repairs, a 12 month service agreement will commence for the warning system as per the attached contract for "SirenGuard Pro Annual Service Agreement".



OmniWarn Maintenance Agreement

OmniWarn Public Safety provides the most comprehensive preventative maintenance and service agreement available. Our service plans meet and often exceed the requirements of all major warning system manufacturers. Inspections include the following check points when applicable:

Controller Type	Serial Number	Site Number
Board Model	Siren Head Type	GPS Coordinates
Address	AC Voltage	Solar Voltage
Charger Voltage	Battery Voltage	Battery Load Test
Firmware Update	Encryption	Intrusion Switch
Padlock	Audio Sensor	Rotate Sensor
DC Converter	Comm Battery	Amplifier(s)
Rotate Board	Radio Model	Radio Type
Radio Frequency	Antenna Type	Antenna Height
Antenna VSWR	Network Equipment	IP Address
Cellular Equipment	Satellite Equipment	Battery Model
Battery Age	Corrosion Protection	Desiccant Package
Coax Condition	Coax Connections	Cabinet Height
Grounding	Lightning Arrestor	Conduit Sealed
Siren Head Secure	Siren Rotation	Siren Audio
Moisture Intrusion	Pest Intrusion	Lightning Damage
Weather Seal	Pole Condition	Wire Integrity
Solar Panels	Radio Modulation	Remote Status

Battery Replacement Schedule

Standard Deep Cycle Lead Acid Battery	2 Years
Standard Deep Cycle AGM Battery	4 Years
Premium Deep Cycle AGM Battery	6 Years



OmniWarn offers three levels of service agreements. All three levels offer you peace of mind that your warning system is properly maintained. Our service agreements provide you with priority service and 24/7 support.

☐ SirenGuard Basic Standard Annual Inspection

- Annual inspection and maintenance of sirens and associated equipment
- Annual inspection and maintenance of base station and associated equipment
- Priority response over non-service plan customers
- Service calls billed at current standard rate
- Parts billed at current standard rate

☐ SirenGuard Plus Annual Service Agreement

- Annual inspection and maintenance of sirens and associated equipment
- Annual inspection and maintenance of base station and associated equipment
- Priority response over Basic⁴
- 12 months of service calls included¹
- 10% parts discount⁵
- Batteries included³

☒ SirenGuard Pro Annual Service Agreement

- Available for Federal Signal Systems Only
- Annual inspection and maintenance of sirens and associated equipment
- Annual inspection and maintenance of base station and associated equipment
- Remote monitoring of system status
- Priority response over Basic & Plus⁴
- 12 months of service calls included¹
- Repair parts included²
- Batteries included³

¹Includes one standard bucket truck (45ft) and one technician. Repairs requiring additional equipment may be quoted at the current standard rate.

²Damage caused by lightning, power surge, vandalism, 3rd party, or "Acts of God" may incur additional costs at the current standard rate.

³Customer must use OmniWarn supplied batteries. Failure to comply may result in loss of service coverage – customer will be billed for service calls resulting from faulty batteries.

⁴See "Special Provisions" (Line 12) below for contract's response time

⁵Applies only to applicable parts sourced through OmniWarn for qualified vendors



TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between OmniWarn LLC dba OmniWarn Public Safety ("OMNIWARN") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, OMNIWARN and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, OMNIWARN hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay OMNIWARN the total set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by OMNIWARN hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than OMNIWARN.
4. OMNIWARN'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by OMNIWARN, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from OMNIWARN the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall OMNIWARN be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of OMNIWARN shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. OMNIWARN shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that OMNIWARN should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be



responsible for all additional costs and expenses incurred by OMNIWARN in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.

6) Any item of the EQUIPMENT which is not new, or which has not been subject to a Maintenance service agreement with OMNIWARN immediately prior to this Agreement, shall be inspected by OMNIWARN at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event OMNIWARN is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

7. OMNIWARN warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to OMNIWARN within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. Repaired parts will be of equal type to existing equipment. It may be the responsibility of the CUSTOMER to pay for any upgraded parts utilized in the repair process.

8. OMNIWARN shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by OMNIWARN is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof. CUSTOMER shall provide in writing notice of inoperable equipment. OMNIWARN will respond within the agreed upon time in this contract. OMNIWARN will notify CUSTOMER if repairs are unable to be completed within the that timeframe in writing including reasons for delays and an estimated time to restore functionality.



9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by OMNIWARN as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) OMNIWARN shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to OMNIWARN and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by OMNIWARN; and (iii) OMNIWARN shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by OMNIWARN subsequent to the effective date of termination.

11. This Agreement constitutes the only agreement between OMNIWARN and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by OMNIWARN and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of OMNIWARN and CUSTOMER and no other party shall have any rights hereunder.

12. SPECIAL PROVISIONS

Parts	Included	Other: All batteries will be replaced at the beginning of service period, then on a schedule of 1/3 the system every year included in the service agreement price.
Batteries	Included	
Siren Heads	Included	
Remote Monitoring	Included	
Contract Period	TBD - 12 Months	
Response Time (Business Days)	5	

Accepted by: _____

Signature

Date

Fire Chief.

Title

Quote #648 - Sherman, Texas - System Refurbishment



Q-DCCHG1

Federal Signal 48VDC Battery Charger

48VDC bulk battery charger

Replaces legacy 12v 4 bank battery chargers



849.00
x 17
20% discount
11,546.40

FROM

Ryan Dean

OmniWarn, CRO - Vice President
1-833-360-9276 Ext. 102

Federal Signal
2645 Federal Signal Dr.
University Park, IL 60484
www.omni-warn.com

PHONE

1-833-360-9276

FOR

City of Sherman, Texas

TO

Moises Duran

EMAIL

moisesd@cityofsherman.com

PHONE

903-892-7363

QUOTE NUMBER

648

DATE

February 7, 2025

EXPIRY DATE

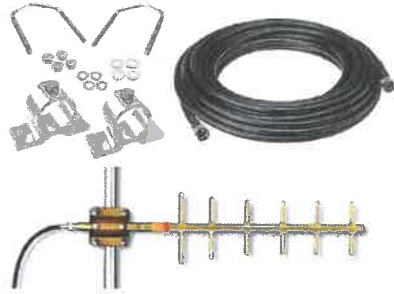
March 18, 2025

[Download PDF](#)

YAGI13

Antenna Kit, 806-896 MHZ, 800Mhz

- Laird Fiberglass antenna, permanent install.
- 35FT LMR400 coax, low loss.
- FM2 antenna mount bracket.



471.00
x 21
20% discount
7,912.80

Q8549A178A

ACCESSORY KIT,DESICCANT

103.00
x 21
20% discount
1,730.40

Q19902326A-04

RADIO,KENWOOD NX5900K-SPFS, 700/800MHZ,35W,WITH FACEPLATE

1,809.00
x 4
20% discount
5,788.80

TK-IO-CUSTINS

Misc. Repair Items

- Grounding, wire, conduit fittings, etc.

250.00
x 21
5,250.00

2001-130

2001-130 High Powered Outdoor Siren

The Federal Signal 2001-130 siren is a high power outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren produces 130dB(C) at 100ft & rotates at 3 RPM. Three distinct warning signals available: steady, wail and fast wail.

ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ



10,760.00
x 1
20% discount
8,608.00

[2001-130 Data Sheet](#)

Q170345D-DOOR DOOR,CONTROL,BOX,ALUM.	458.00 x 9 20% discount 3,297.60
Q170346D-DOOR DOOR,BATTERY,BOX,ALUM.	536.00 x 9 20% discount 3,859.20
TK-IO-CUSTINS (Standard Bucket Truck) Install: Standard Bucket Truck with Operator (Per Hour)	162.50 x 50 8,125.00
• (1) Standard Bucket Truck	
• (1) Operator	
TK-IO-CUSTINS (Radio Master) Install: Siren Tech I (Radio Master) (Per Hour)	162.50 x 50 8,125.00
Federal Signal factory trained and certified technician. Per hour.	
(1) Siren Tech Radio Master	
TK-IO-CUSTINS (Lodging) Lodging (Overnight)	187.50 x 5 937.50
Lodging per technician per night	
TK-IO-CUSTINS (Meals) Meals/Incidentals Per Diem	75.00 x 5 375.00
Meals & Incidentals per technician per day	
Freight2 Shipping & Handling	2,675.00 x 1 2,675.00
Shipping from University Park, IL to Customer location. FOB - University Park, IL (Factory)	
Subtotal, includes discount of 10,685.80	68,230.70
Total	\$68,230.70

Download PDF Quote

You may download a PDF copy of this quote using the download PDF option found on the right side of this digital quote.

Purchase Order Instructions

ATTENTION

ALL PURCHASE ORDERS SHOULD BE EMAILED TO ORDERS@OMNI-WARN.COM

All purchase orders must be made out to the following:

Federal Signal Corporation

Alerting & Notification Systems

2645 Federal Signal Drive

University Park, IL 60484

• Remittance Instructions

Please find our W9 and remittance information attached for your convenience.

Checks may be mailed to:

PO BOX 200217

Dallas, Texas

75320-0217

[Federal Signal 2023 W9](#)

[Remittance Instructions](#)

Sales Tax

All quotes exclude sales tax. If your organization qualifies for sales tax exemption in your area, we kindly request that you provide the necessary details by submitting a Sales Tax Exemption Form with your order.

Credit Card Purchases

Please indicate upon acceptance whether you will be paying by credit card as a customer. Our internal sales team will contact you via phone to process the credit card payment.

Terms & Conditions

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the Terms document, available for download on this quote. Any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

Download full terms and conditions here:

[Terms Conditions Warranty](#)

Questions & Answers

Quote #648 - Sherman, Texas - System Refurbishment

Total \$68,230.70

Additional comments

Optional

Your order/reference number

Optional

Signature

Draw

Type

Sign from a touch device

By clicking Accept Quote, I **Moises Duran** agree to and accept this quote, on February 17, 2025 at 11:18 AM.

Accept Quote

Decline this quote...

Powered by Quotient

AGREEMENT FOR STORM SIREN GOODS AND SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and **OmniWarn, LLC**, a _____ limited liability company ("Contractor"), hereby enter into this Agreement for Storm Siren Goods and Services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to contract for storm siren goods and services; and

WHEREAS, Contractor submitted a quote, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes ("Quote"), offering to provide the requested goods and services for 21 storm sirens owned and maintained by City; and

WHEREAS, based on Contractor's representations set forth in the Quote, City has selected Contractor to provide the goods and services sought by City under the terms and conditions of this Agreement (the "Project"); and

WHEREAS, the parties agree that City is exempt from competitive bidding requirements in connection with this Agreement and the Project pursuant to Section 252.022 of the Texas Local Government Code, including but not limited to subsection (a)(2) of that statute.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Contractor shall provide the goods, services, equipment, supplies and deliverables that are described in the Quote on the terms and conditions set forth in the Agreement Documents (as defined below), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the goods, services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.

The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for two (2) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.

In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Quote (Exhibit A). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement

Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The “Agreement Documents,” as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- A. This Agreement;
- B. Contractor’s Quote, attached hereto as Exhibit A;
- C. City’s Insurance Requirements, attached hereto as Exhibit B;
- D. Affidavit of No Prohibited Interested, attached hereto as Exhibit C; and
- E. Conflict of Interest Questionnaire, attached hereto as Exhibit D.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C and Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D and Exhibit A shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City’s interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The

Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit B.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT

NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents,

representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full

obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed 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.

15. 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 included in this Agreement.

16. Consideration.

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

17. Attorneys' Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. 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.

19. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.
23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the 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 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: OmniWarn, LLC
Attn: _____
P.O. Box 850509
Yukon, Oklahoma 73085
Telephone: (833) 360-9276
Email: logan@omni-warn.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7305
Email: zacharyf@cityofsherman.com

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

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.

When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. 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.

30. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of

the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Contractor certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

31. 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 and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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: _____
Zachary Flores, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

Ryan D. Pittman, City Attorney

OMNIWARN, LLC,
a _____ limited liability company

By: _____
Printed Name: Logan Shelts
Title: CEO
Date: 3/26/25

Exhibit A
Quote
[6 pages]

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
<u>X</u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u>X</u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

STATE OF Oklahoma §
COUNTY OF Canadian §

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- X 4. Professional Liability
- Minimum \$1,000,000.00 each claim;
 - Minimum \$2,000,000.00 in the aggregate.
-
- 5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
-
- X 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.
- X 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- 11. Other Insurance Requirements (State Below):

Exhibit D
Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.	Omniwarn LLC	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
No Relationships		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity 3/26/25 Date		

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jane Nelson
Secretary of State

Office of the Secretary of State

Transaction Receipt

Session ID: 032625GS2513
Document #: 1464098820002
March 26, 2025

Your document, or your order for copies or certificates, has been received through SOSDirect. For future reference, please make note of the document number above.

If you submitted a document, this receipt is not evidence that it has been approved for filing. All documents must be reviewed for statutory compliance.

You will be notified by email when your document is either filed or rejected, or when your order is ready.

- To track the progress of a document, visit the Business Filing Tracker at: <https://webservices.sos.state.tx.us/filing-status/status.aspx>
- To return to the SOSDirect Business Organizations menu, [click here](#).

Thank you for allowing us to assist you with your request. Whether you are filing a business or need assistance with another service, the Texas Secretary of State is here to serve you.



Quote

OW-000116

OmniWarn LLC
Tax ID : 86-1665989
PO BOX 850509
Yukon Oklahoma 73085
U.S.A
833-360-9276
logan@omni-warn.com
www.omni-warn.com

Bill To
City of Sherman, Texas

Quote Date : September 05, 2024
Expiry Date : December 05, 2024
Reference# : Sherman, Texas -
SirenGuard Pro

Subject :
Sherman, Texas - SirenGuard Pro for Federal Signal Warning Sirens

#	Item & Description	Qty	Rate	Amount
1	SirenGuard Pro Annual inspection and maintenance of 21 Federal Signal sirens and associated equipment. See attached service agreement for details.	1.00	17,850.00	17,850.00
2	Battery: ACDelco M24M680	84.00	136.00	11,424.00
			Sub Total	29,274.00
			Total	\$29,274.00

Notes

A Federal Signal factory trained representative will inspect and perform maintenance on (21) sirens and associated activation equipment for the City of Sherman, Texas. Every site will have a work order documenting the state of the siren and associated equipment, along with minor repairs completed (fuse replacements, tighten cables, etc.). Any repairs that can be completed with parts on hand will be performed and billed as needed (sensors, contactors, etc.) Batteries will be replaced in all sites to begin agreement. Any major repairs needed will be quoted following this inspection process. Upon completion of all repairs, a 12 month service agreement will commence for the warning system as per the attached contract for "SirenGuard Pro Annual Service Agreement".

Terms & Conditions

The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for two (2) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 4/7/2025

Prepared By: Jason Jeffcoat, Police Chief

Approved By: Zachary Flores, Acting City Manager

Caption:

*** REQUEST TO ADVERTISE**

Request for Proposals for Animal Services Lobby Remodel

Issue:

Approval of a request to advertise for proposals for interior remodeling of the Animal Services lobby

Background:

Sherman Animal Services is requesting to advertise for the remodeling of the facility lobby. The project will replace existing flooring and cabinetry, to present a more professional and sterile environment and match upgrades to the visitation room and cat condo areas.

Origination:

Sherman Police Department

Financial Consideration:

The project is estimated to be less than \$100,000 and funding was approved in the FY2025 Capital Improvement Fund. Advertising costs are estimated to be about \$200.00.

Staff Recommendation:

Staff recommends the City Council approve this request to advertise for the Animal Services Lobby Remodel project.

Alternatives:

As may be directed by the City Council

Attachments:

None



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 4/7/2025

Prepared By: Sarah McRae, Tourism Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Other Business**

Consider the Request of the 2025 Earth Day Planning Committee to Temporarily Close Certain Streets for the 17th Annual "Texoma Earth Day Festival" on its rescheduled date of Saturday, April 26, 2025

Issue:

The 2025 Earth Day Planning Committee proposes holding the "Texoma Earth Day Festival" on Saturday, April 26, after being forced to cancel the festival on its original date due to inclement weather. They have requested barricades for two street closures and have reserved the Municipal Ballroom and Lucy Kidd-Key Park.

Background:

Ms. Amy Hoffman-Shehan, representing the 2025 Earth Day Planning Committee, proposes holding the 16th Annual "Texoma Earth Day Festival" on the Sherman Municipal Grounds, from 9:00 a.m. to 4:00 p.m., on Saturday, April 26. In order to accommodate the festival, the Committee requested delivery and pick up of barricades for street closures around the Municipal Building, and cones to be placed behind the Gazebo Stage. The street closure time is from 6:00 a.m. to 5:00 p.m.

Origination:

Ms. Amy Hoffman-Shehan, Event Organizer, 2025 Earth Day Planning Committee

Financial Consideration:

Barricade placement and removal will be provided by the City of Sherman Street Department.

Staff Recommendation:

It is recommended that the City Council authorize the street closures and the utilization of the Municipal Grounds and City resources to accommodate this event.

Alternatives:

As directed by the Council

Attachments:

1. Special Event Packet City of Sherman 2025
2. Street Closure Map 2024



Special Events Policies and Procedures Manual & Application

Community and Support Services Department
405 N. Rusk
903-892-7230

The City of Sherman is host to a wide variety of special events each year. Those events range from small gatherings to larger community events. The City has recognized that these special events have become an important part of our resident's life by enhancing tourism, culture, recreation and education as well as providing economic benefit to businesses in the City.

Some gatherings due to their size and special requirements may place unique demands on public resources. In order to plan for those demands and to ensure that public health and safety is protected, it is necessary that the city have advance notice of these special events. This manual will provide details outlining what types of events can be hosted and where.

The purpose of the Special Events Policies and Procedures Manual is to provide a consolidated manual to enable special event coordinators or those thinking of hosting an event easy access to the necessary information to help make the event a success. The primary goal of this manual is to create a win-win relationship between the City of Sherman and event organizers. By creating this relationship both parties will be able to receive, in a timely manner, the required information to plan a special event, big or small.

The specific objectives of the policy and procedure manual ensure that:

- The City of Sherman's assets are protected;
- The City of Sherman's citizens interests are met;
- The event organizers work with the merchants and residents to ensure that any negative impact is kept to a minimum;
- All Federal, County and Municipal laws, regulations and statutes are observed;
- The event organizers work closely with the Community and Support Services Department or designee;
- All special event applications are handled in a fair and equitable manner;
- Each event is evaluated in a consistent manner;
- All direct costs related to the services provided by the City of Sherman are recovered.

A special event is defined as a one time, annual, or infrequently occurring event on City of Sherman property that is reserved for exclusive use. Types of events may include but are not limited to: Cultural events that celebrate/educate heritage and cultures; Theatrical events; Commemorative events acknowledging significant dates or occurrences; Community events that provide the community with an opportunity to celebrate; Athletic events; Artistic events that celebrate/display creative and artistic works; or Commercial events designed to generate surplus revenue.

Special Event Permit Application Process

1. Complete the Special Event Permit Application and submit it to the Department of Community and Support Services, along with any applicable fees, sixty (60) days prior to the event date. The Community and Support Services Office is located in the Sherman Municipal Building at 405 N. Rusk on the 2nd Floor.
2. To ensure that your event is moved along in a timely manner, include as much information as possible on the application. You will be contacted for verification if questions arise.
3. After departmental approval from all affected departments, event approval will be placed on the City Council agenda.
4. You will be notified within 30 days of application submittal the date your event will go to City Council for approval. (All special events require City Council approval.)
5. It is advised, but not required; that you or someone from your organization is present at the City Council meeting to answer any questions that may arise.
6. After the City Council has approved your event you will receive written notification of the approval of your Special Event Application.

Events that will be held on the Municipal Grounds or at a park facility will require facility reservation prior to completion of the Special Event Application. Facility reservation does not guarantee event approval, nor does event approval guarantee facility reservation. Facility reservations will be checked prior to event approval and any event that does not have the appropriate facility reserved will be denied.

For annual events, you can submit a Date Request Form to hold the date of your event for the following year. Event date requests should be submitted by October 31st prior to the event year. An event date request may still be submitted after October 31st; however, the event application must be submitted a minimum of sixty (60) days prior to your event. Remember to check facility availability prior to submitting a Date Request Form.

General Policies and Procedures

1. All legislation, bylaws, regulations and City of Sherman Code of Ordinances must be adhered to.
2. The special event staff and volunteers must adhere to all special event policies and procedures. In the interest of public safety, a zero tolerance policy is enforced for all special events. This means failure to comply with standards will result in ticketing and/or closure of event.
3. The special event operator is required to provide evidence of all necessary licenses/permits required to operate the event.
4. The special event operator is required to submit an Emergency Plan with the special event application. The Emergency Plan must identify potential risks and provide information on how to respond to those risks (i.e. severe weather, notification system and evacuation plan).
5. All special events must comply with current ADA standards to allow participation of all residents at the special event they are planning. For useful information on planning an accessible event, please contact the Community and Support Services Office.
6. No person may be permitted at any special event to: (a) carry or sell firearms or prohibited weapons or (b) carry or sell illegal drugs or (c) carry or sell alcohol.
7. Notwithstanding any of the above, the community and support services department or its designee may vary any element of this policy at their sole discretion.
8. Chalk can be used on a limited basis, as outlined by the Public Works Department or designate to enhance the event setup.
9. Facilities will not be used for anything other than what is permitted by the Community and Support Services Department.

Special Event Insurance

1. The special event organizer must maintain commercial liability insurance, with the city listed as an additional insured before the special events permit will be issued.
2. The certificate shall serve as evidence of a policy written by a company licensed in the state.
3. The policy is to be in effect for the duration of the event, with minimum limits of liability of \$500,000.00 per occurrence, \$1,000,000.00 aggregate for bodily injury, personal injury and property damage, and \$100,000.00 per injury, \$300,000.00 per occurrence and \$100,000.00 per occupational disease.
4. The liability insurance requirements shall not apply to private parties that will not be open to the general public.
5. The City of Sherman reserves the right, solely at its discretion, to set higher insurance limits. This may be required depending on the type of activity planned during the event (e.g. fireworks displays, amusement rides).
6. The special event organizer shall indemnify and hold the City of Sherman harmless from and against all liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or act of omissions by the above names, their officers, agents, employees, volunteers or others for whom they are responsible at law, arising out of any cause whatsoever, either direct or indirect, through its use and/or operation of city property in connection with the special event.

Special Event Emergency Procedures

1. Fire Code requires a Public Safety Plan for certain events. If a Plan is required, it must address how the organizer plans to alert both the attendees and emergency services personnel to the emergency, how they plan to move attendees to safety and provide Fire and Police access to the scene. The City will notify you if a Plan is required.
2. At no time may the activities of the special event restrict access to the street by police and fire vehicles.

3. Prepare an emergency plan to address the following issues:

- Medical Aid: Know the location of first-aid kits; identify people who have knowledge of CPR and/or a medical background.
- Fire Emergencies: Provide fire extinguishers/extinguishing equipment, garden hoses, etc., for all cooking areas.
- Maintaining and/or providing emergency access (moving barricades, tables, etc.) when necessary.

The emergency plan should identify all persons assigned to execute the emergency plan operation, the method to alert the personnel (i.e., bullhorn, whistle, bell, etc.), and the response to put into action for the emergency situation.

4. Fire hydrants shall not be blocked at any time by vehicles, tables, decoration, etc. A minimum six-foot clearance must be maintained around hydrants at all times, and a clear unobstructed path from the street to the hydrant. Ropes or other objects shall not be attached to fire hydrants at any time.
5. In the event an emergency vehicle must enter the event area, a minimum sixteen (16) foot wide road clearance must be maintained for the emergency vehicles. At all times during the event, persons shall be designated to be available to move barricades, tables, chairs, etc. if necessary.
6. If emergency vehicles are requested to respond to your event, the designated personnel must immediately go to the appropriate barricades and standby, as the responding vehicles will need access to your event. Having this standby procedure will prevent any delays for the emergency vehicles.

City of Sherman – Police & Fire Rescue Services

1. Crowd control will be the responsibility of the event organizer. A detailed plan outlining the measures put in place to deal with crowd control will be the responsibility of the event organizer. The plan will need to be submitted to the Community and Support Services department along with application submission.
2. The need for the use of security will be evaluated by the Sherman Police Department on an event by event basis. The cost of special/additional support will be the responsibility of the event organizer.

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3. The plan will be forwarded by the Community and Support Services department, as needed, to the City of Sherman Fire Department to ensure adequate measures are in place for fire and life safety concerns. If there are any concerns, the event organizer will be contacted prior to your event being placed on the City Council agenda.

Street Closure

1. Applicants requesting a temporary street (meaning any part of the municipal road allowance) closure for any special event will need to request the street closure on the Special Event application.
2. Approval is contingent upon ensuring adequate signage and barricades, a traffic control plan and providing adequate emergency access at all times to the satisfaction of the Community and Support Services department or designate.
3. To request a temporary street closure, the applicant may be asked to submit a petition signed and approved by 100% of the business and residence owners or habitants of adjacent properties on the affected street(s) or block(s).
4. In the event an emergency vehicle must enter the closed area, a minimum sixteen (16) foot wide road clearance must be maintained.
5. The applicant or designee must be present on the site during the entire duration of the street closure.
6. Possession and/or consumption of alcoholic beverages on the closed portion of the street is prohibited, unless approval is granted by motion and order by the City Council.

Noise Policy

1. Noise issues will fall subject to the guidelines set forth in Article 8.07 of the Sherman Code of Ordinances.
2. The creating of any unreasonably loud, disturbing and unnecessary noise within the corporate city limits of the city is prohibited.

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3. Any noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in disturbance of the public peace and welfare, is prohibited.
 4. The maintenance or operation of any loudspeaker or amplifying device on the outside of any building or structure in the city whereby music, speaking or noises of any type are or may be transmitted outside the confines of a fully enclosed stone or wood structure is prohibited.
 5. The amplification of sound for special events will be limited to the hours of 8:00a.m. until 9:00p.m., per City Ordinance.

Garbage/Recycling/Site Cleanup/General Maintenance

1. The special event organizer is responsible for the cleanup of the location to the satisfaction of the Community and Support Services Director or designee and the removal of all garbage by noon the day after the event ends.
2. The City will provide all normal maintenance services to its current routine standards including, but not restricted to, grass cutting, snow and ice clearing and any regular janitorial services and supplies at the event location before and during the event. Any additional maintenance required by the special event organizer prior to or during the event, may be at the cost and responsibility of the special event organizer.
3. The City of Sherman will not supply any additional garbage containers over and above the current level for special events, without prior notification. It will be the sole responsibility of the special event organizer to notify the City of collection service needs for the event. Additional fees may be required for additional services.
4. The special event organizer will use recycling containers for beverage cans and bottles.
5. Each event should have the same number of recycling containers as garbage containers and place them appropriately throughout the site.
6. The special event organizer will ensure that a suitable location is provided for food and merchandise vendors to place flattened corrugated cardboard boxes. These will be kept separate from any other recyclables or garbage.

Miscellaneous Requirements

1. Bathroom Facility Requirements

A. The following should be considered when determining the number of toilets to provide at your event.

- Duration of the event
- Weather conditions
- Crowd size, and
- Ticketed or unticketed event.

Where local laws or regulations do not exist, the following table can be used as a guide. Assume a 50/50 male/female split unless otherwise advised.

Crowd Size	Number of Facilities Necessary (dependent on event hours)								
	1	2	3	4	5	6	7	8	9
500	2	4	4	5	6	7	9	9	10
1,000	4	6	8	8	9	9	11	12	13
2,000	5	6	9	12	14	16	18	20	23
3,000	6	9	12	16	20	24	26	30	34
4,000	8	13	16	22	25	30	35	40	45
5,000	12	16	20	25	31	38	44	50	56
10,000	15	25	38	50	63	75	88	100	113

B. A copy of the contract with the Waste Disposal Company must be provided to the Community and Support Services Department no less than 14 days prior to the event.

- Note: the special event coordinator must ensure all washroom/hand wash stations are kept stocked with toilet paper and hand sanitizer.

C. There should be a minimum of one handwashing station with hot/warm water, liquid soap and paper towels immediately adjacent to the bathroom facilities. Washrooms in nearby stores or restaurants are not sufficient. The use of antiseptic hand gels can be used, but it is a good practice to have one handwashing station in case the need arises. The handwashing facilities must be accessible to all event attendees.

D. For more information on portable bathroom facilities please visit the Portable Sanitation Association website at www.psai.org/about.html.

2. Vendors

- A. In the interest of public safety, a zero tolerance policy is enforced for all special events. This means failure to comply with standards may result in ticketing and/or closure.
- B. All vendors will be required to ensure:
 - All outdoor electrical cords used are in good operating condition.
 - The use of manufactured extension cords with a three wire configuration or 2 wire polarized outdoor rated cords are acceptable (no modification to cords or equipment is permitted).
 - The use of panels that are properly assembled and contained in an approved weatherproof enclosure supplying 15 and 20 amp receptacles only which are protected by Ground Fault Circuit Interrupters.
 - Any non weatherproof equipment used in display enclosures (tents, gazebos etc) shall be protected from inclement weather.
 - All vendors shall supply the event organizer with the voltage and current that their equipment will require to eliminate overloading of circuits.
 - All trailers that are self contained and/or have lighting and equipment may be subjected to a field evaluation by the City of Sherman.

3. Food Vendors

- A. The City of Sherman has adopted the provisions of the current rules or rules as amended by the state board of health found in 25 Texas Administrative Code, chapter 229, sections 161 through 171 and 173 through 175, regarding the regulation of food establishments in this jurisdiction.
- B. All food vendors must have a temporary food permit.
- C. For further information regarding permitting of food vendors please contact the Grayson County Health Department.

4. Alcohol & TABC Licensing

- A. The drinking of any alcoholic beverages or the possession of any open container which contains an alcoholic beverage is prohibited and unlawful in the following places:
 - In any public park; on the sidewalks, streets and alleys; on any public parking lot; the Ham Center and the Youth Center.
 - In or on any public school district campus or facility.

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- On any private parking lot of any shopping center or any parking lot of any retail or commercial business.
 - In any theatre building and/or drive-in theater within the corporate limits of the city.
- B. An alcoholic beverage is defined as any spirits, wine, beer, ale or other liquid containing more than one-half of one (1) percent alcohol by volume.
- C. Event organizers must acquire the appropriate temporary permit from the TABC for all events where alcohol will be consumed. If a letter of permission is needed from the City, the request must be made no later than 2 (two) weeks prior to the event date.

5. Petting Zoos or Open Farms

- A. Your petting zoo or farm is designed to provide children and students with the joy of coming close to animals. You must remember, however, animals can carry diseases that can make humans ill, and proper precautions must be taken to ensure that the health and safety of all visitors are protected, especially children.

- B. For the safety of attendees, the City of Sherman requires the following:

Handwashing:

- Staff/Volunteers must encourage all visitors to wash their hands after handling the animals and before consuming food or drinks.
- There should be a minimum of one handwashing station with hot/warm water, liquid soap and paper towels immediately adjacent to the animal petting area. Washrooms in nearby stores or restaurants are not sufficient.
- The use of antiseptic hand gels can be used, but it is a good practice to have one handwashing station in case the need arises.
- Temporary handwash stations should be installed when permanent facilities are not immediately available.
- The exit to the animal area should be controlled to ensure that all participants pass by the handwash facilities and can use them if they choose.
- Handwashing facilities must be accessible to all visitors.

Operation:

- The public should not be permitted access to any animal enclosure except under the direct supervision of trained personnel. These enclosures should be kept locked outside of regular business hours.

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- Ensure that any manure is quickly and thoroughly cleaned up, and appropriately discarded. Straw and sawdust bedding should be replaced at least daily.
 - Staff/Volunteers must report all animal bites or scratches, or other injuries resulting from animal contact to Sherman Police Dispatch at 903-892-7290.

Animals:

- Potentially dangerous animals should not be included in a petting zoo. Reptiles and amphibians are not recommended.
- All animals must be in good health, and any animals with diarrhea must be excluded from display immediately.
- All animals must have up to date vaccinations for diseases applicable to the region. Vaccination records must be readily available when requested.
- All animals must have a friendly disposition, and must be comfortable with extensive petting or handling.

Signs:

- Ensure signs are erected at the entrance of the petting zoo or farm encouraging the act of washing hands upon leaving the animal area and before eating.



Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of \$1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: Texoma Earth Day Festival

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) Family festival and recycling event

Event Date: April 26, 2025 Event Times: 9:00 am to 4:00 pm

Alternate Date: _____ Event Times: _____

*Alternate date required in case of weather delays

Location of Event: Municipal Building, Lucy Kidd-Key Park, Pecan, S Rusk & Elm Streets adjacent to park

Event Contact Name: Amy Hoffman-Shehan

Event Contact Address: 1503 S Travus St, Sherman, TX 75090

Event Contact Phone: 903-821-8198

Event Contact Email: amychs17@gmail.com

Alternate Event Contact Name: Marla Loturco

Alternate Event Contact Address: 1725 S FM 1417 #17109

Alternate Event Contact Phone: 940-367-3291

Alternate Event Contact Email: marla.ruu@gmail.com

Event Day Emergency Contact: Amy Hoffman-Shehan Phone: 903-821-8198

Event Day Emergency Contact: Marla Loturco Phone: 40-367-3291

Estimated # of Participants: 200 vendors & volunteers Spectators: 1000-1500

Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

This will be the 17th annual Texoma Earth Day Festival. The festival includes vendors, workshops, entertainment, demonstrations, displays, children's activities, a free kids clothing swap, a free plant swap, a trashion fashion show, two recycled art shows, and a wide variety of recycling opportunities. We are working with the Sherman Symphony Orchestra and TCOG to create a full day of events at the Sherman Municipal Building and Kidd-Key Auditorium.

Will event take place at a public park/facility? ☒ Yes ☐ No

park/facility? Municipal Building & Lucy Kidd-Key Park

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? X Yes _____ No

If Yes, which streets? S Elm Street between Mulberry and Pecan, including barricades at Mulberry adjacent to City Hall, S Rusk Street between Mulberry and Pecan. We will need cones on Pecan Street for the sound truck at the gazebo.

*Closure of TxDOT controlled streets will need prior approval by TxDOT.

*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: 6:00 am on 4/26/25 Time closure removed: 5:00 pm on 4/26/25

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) vendors will park on west side of Rusk adjacent to stadium, public parking on N parking lot, City Hall parking lots

Does your event require special/additional support? (Fee may be required)

X Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police
Department, 903-892-7397

_____ Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire
Department, 903-892-7263

X Other recycling services, including drug collection from police, traffic control for
(provide detail) recycling event . We are working on recycling services directly with Solid
Waste & Sherman Police. We will need 8 trash cans for the grounds.

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: 6 trash cans on grounds, see attached list for recycling containers

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

Concessions

Will food concessions be present at the event? ☒ Yes ☐ No

Name, Address & Phone Number for Food Vendors: To be provided by early April.

Registrations to date are Tacos Hondumex, Coffee Obsessed & Blessed, Nothing Bundt Cakes,
HTeaO Sherman, and Sugar & Spice State Fair Mini Donuts

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ☒ Yes ☐ No

Will any tents be over 200sq. ft.? ☐ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ☐ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ☐ Yes ☒ No Number: _____

Will you have other air supported structures? ☐ Yes ☒ No

Will there be fireworks? ☐ Yes ☒ No

Will there be any temporary structures built or placed on site? ☒ Yes ☐ No

If Yes, describe: _____

One 15 x 10 tent without sides for dining area

Miscellaneous

Will you need the use of city water and/or electricity? ☒ Yes ☐ No

*Additional fees will apply to the usage of city utilities

Need electricity turned on by 7:00 am

Where will restroom facilities be located? portable toilets on parking lot south side of Municipal building

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Will there be music or any other use of a loudspeaker? X Yes ____ No

If Yes, please fill out the following:

Type of loudspeakers: Cadence Studios set up How many: _____

Type of Amplifiers: _____ How many: _____

Type of electrical devices: _____ How many: _____

Date and time loudspeakers/amplifiers/electrical devices will be in use: _____

*Loudspeakers/Amplifiers/Electrical Devices cannot be used during the hours of 9pm to 8am

Will you have any animals at the event? X Yes ____ No

If yes, are any prohibited/regulated animals? Pet adoptions through Sherman Animal Shelter only

*All pet owners must abide by Grayson County leash law

Public Information

Describe signage that will be used for the event, to include placement of signs: banner on
gazebo stage, sign stakes as indicated on the map

Describe how you will notify residents affected by the event either living on the route/course or
nearby. no nearby residents

*Proof of notification may be required

Overnight Accommodation Needs

Will event produce overnight stays in Sherman hotels, motels or bed and breakfasts? If so, how
many rooms potentially? unknown but some vendors will travel from outside the area

* The Sherman Chamber of Commerce is available for assistance with hotel information and
accommodation needs for the event.

Agreement:

Initial AHS I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false: or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures: or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

Initial AHS Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial AHS In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial AHS Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.

Amy Hoffman-Shehan
Signature

3-28-25
Date

For Office Use Only

DEPARTMENT APPROVALS

DEPARTMENT	DATE	SIGNATURE
City Council Approval		
Fire Department		
Police Department		
Public Works Department		
Solid Waste & Recycling Department		
Parks & Recreation Department		



Special Event Date Request Form

Name of Event:
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):
Location of Event:
Date of Event:
Event Contact Name:
Event Contact Address:
Event Contact Phone:
Event Contact Email:

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:	Date:
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*Office Use Only
Date Request Received:
Event Date Hold Approved: YES NO
If NO, reason:
Date 60 Days Prior to the Event Date:
Date Special Event Application Received:
Requested Event Date Released: YES NO Date:
Community and Support Services Department Signature:





City Council Regular Meeting

Agenda Item No. I.2.

Meeting Date: 4/7/2025

Prepared By: Jim Cross, Water Systems Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** OTHER BUSINESS**

Emergency Repair of the Tuck #1 Trinity Well under Emergency Designation

Issue:

To allow the repair of the Tuck #1 Trinity Well under Emergency Designation

Background:

The Tuck 1T groundwater well has suffered damage from a lightning strike. Thunderstorms moved through the area on or around January 9-10, 2025. Weisinger Inc. removed the equipment and performed an inspection and confirmed the motor was damaged.

Origination:

Water Production

Financial Consideration:

The City staff's estimated cost to repair the well is approximately \$279,354.00. Insurance is expected to cover the repair. The difference of insurance payment and total costs will be funded from the Utility Fund.

Staff Recommendation:

It is recommended that the emergency repair to the Tuck #1 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments:

1. Agreement_City of Sherman Tuck 1T_Weisinger signed
2. Proposal_City of Sherman Tuck 1T_2025-03-05 revised
3. Lightning Affidavit _Sherman Tuck 1T
4. Location Map

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Tuck 1 Trinity Well Emergency Repair – Emergency Designation 2025

Article 2. ENGINEER

The Project has been designed by City of Sherman Engineering Department, Sherman, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$ 20.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. CONTRACT PRICE

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and

assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.
- 7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Certifications Required by Texas Law
- 8.3 Suspension and Debarment Certification
- 8.4 Agenda Item
- 8.5 Request for Quotation
- 8.6 Quotation
- 8.7 Form 1295, Certificate of Interested Parties
- 8.8 Certificate of Insurance
- 8.9 Performance Bond and POA
- 8.10 Payment Bond and POA
- 8.11 Notice to Proceed
- 8.12 Maintenance Bond and POA
- 8.13 Closeout Documents
- 8.14 Davis-Bacon Wage Determinations
- 8.15 Special Conditions
- 8.16 General Conditions of Agreement
- Technical Specification prepared or issued by City of Sherman ___/___/___
- 8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the

Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY **CONTRACTOR**, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM **CONTRACTOR** IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF **CONTRACTOR** IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN **CONTRACTOR** AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH **CONTRACTOR**, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY **CONTRACTOR** IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION

TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed 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.
- 12.6 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 included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 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.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 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.

12.12 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 and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. 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 (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: WEISINGER, INCORPORATED

By: _____

Date: _____

Attest: _____

Address for giving notices:

By: Michael Weisinger, Vice President

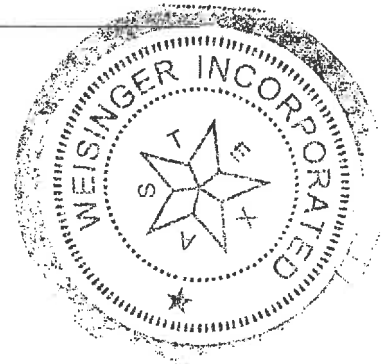
Date: 03/24/2025

(Corporate Seal)
Attest: _____

Address for giving notices:

P.O. Box 909

Willis, Texas 77378



March 05, 2025
Revised 03/26/2025

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Tuck 1 Trinity

Mr. Canales:

We have removed the pumping equipment and have completed a TV Survey of the well. Listed below are our findings and recommendations.

Inspections of the pumping equipment found that the pump is in very good condition with little to no wear on the bearings and impeller skirts. It does have carbon steel collets which should be replaced. The 125 HP motor megged bad on all three legs and it has a small hole blown in it. The existing motor cable megged good dry but the spool is too large for the water immersion testing. The 6" column pipe, check valves discharge head are in very good condition.

A TV Survey was performed on 02/04/2025 to investigate the conditions of the well after removing the pumping equipment from the well. The static water level was 784' and the total depth viewed was 2280'. Reviewing the survey video revealed mild scale at 25' onward. The screens appear to be mostly open. There were no structural issues noted at this time. Based on the review of the TV survey, we are recommending no downhole rehabilitation efforts and proceed with setting the permanent pumping equipment back in the well. Please consider the following:

Recommended Pumping Equipment and Services

Pumping Equipment and Installation

- Rebuild the existing pump with a new 416 stainless steel pump shaft, collets and a new lift nipple.
- New 125 HP, 6", 460 volt, 1800 rpm submersible motor
- 1130 ft of New 350MCM 3C WG submersible motor cable with splice kits
- Miscellaneous items to make operational
- Shop labor to assemble the equipment and load for shipment
- Haul pumping equipment to the well site
- Service rig and crew to install pumping equipment in the well
- Service technician to start-up, test the well, and collect (1) bacteriological sample

Total of Scope of Services Outlined Above\$244,196.00

March 5, 2025
Oscar Canales
Re: Tuck 1 Trinity
Page -2-

Work Authorized to Date

- Mobilize rig and crew to pull existing pumping equipment
- Remove the pumping equipment from the well under normal removal procedures and perform in field inspection of the column pipe and check valve(s).
- Haul the well pump, motor and cable to our facility, perform disassembly, inspection, and present a report of our findings.
- Perform a TV survey and present a report of findings

Total of Work Authorized to Date\$29,715.00

Adder to Provide Performance, Payment, and Maintenance Bonds\$5,443.00

Thank you for the opportunity to offer you our services as we await your response.

Sincerely,



Francisco Ochoa
Weisinger Incorporated



PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

LIGHTNING AFFIDAVIT

Date: 03/07/2025

Owner: City of Sherman (Tuck 1T Well)

Motor Manufacturer: Hitachi

Motor HP: 125 HP

Motor Type: Submersible Motor

Inspected By: Frank Rangel

**Are damaged item(s)
available for inspection?** Yes

If available, where? Weisinger's Willis Facility

**This damage was solely
due to lightning and no
other cause whatsoever
because:** Lightning only.

Inspector: Frank Rangel

Full Name

Frank Rangel

Signature

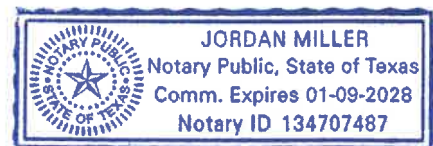
STATE OF TEXAS

COUNTY OF MONTGOMERY

Signed and acknowledged before me by the above named FRANK RANGEL

On this 7th day of MARCH, 2025

Jordan Miller
Notary Public







City Council Regular Meeting

Agenda Item No. J.1.

Meeting Date: 4/7/2025

Prepared By: Linda Ashby, City Clerk

Approved By: Zachary Flores, Acting City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

Keep Sherman Beautiful Commission (9)

Issue:

In September 2024, the decision was made to temporarily suspend operations and reorganize the Keep Sherman Beautiful Commission. The staff is now ready to make appointments to the newly reorganized board. One member, whose term expired in January 2025, would like to be reappointed to the board. Allan Martin's term expired on January 18, 2025, and he is eligible and does wish to be reappointed. Other members' terms have expired or termed out.

There are applications on file for Jacob Graves, Courtney Diana Nations, Alexis Taylor-Baker, Cary Wacker, and Charles Utter.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs for litter control in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

The appointments originated with the Parks and Recreation Department.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff's recommendation is to reappoint Allan Martin, and to appoint Courtney Diana Nations, Alexis Taylor-Baker, Cary Wacker, and Charles Utter. Members will then recruit other citizens to serve on the board.

Alternatives:

The Council could delay appointments to the Board.

Attachments:

1. Keep Sherman Beautiful Commission Roster
2. Keep Sherman Beautiful Commission - Fact Sheet
3. KSB Applicant List
4. Allan Martin Reappointment Letter

5. Jacob Graves Application
6. Courtney Diana Nations Application
7. Alexis Taylor-Baker Application
8. Cary Wacker Application
9. Charles Utter Application

KEEP SHERMAN BEAUTIFUL COMMISSION**LENGTH OF TERMS: 2 Years****Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89**

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Karla Vessels	4	A 1/18/2023	1/18/2025	1	2 Year Term
Vacant					2 Year Term
Vacant					2 Year Term
Renea Valita Fornof-Dennington	4	A 9/8/2021	9/8/2023	1	2 Year Term
Ronald Engelke	3	A 5/7/2019 R 1/1/2021 R 1/1/2023	1/1/2021 1/1/2023 1/1/2025	1 2 3	2 Year Term
Nathaniel Lightfoot	3	A 3/17/2020 R 3/17/2022	3/17/2022 3/17/2024	1 2	2 Year Term
Vacant					2 Year Term
Allen Martin	4	A 1/18/2023	1/18/2025	1	2 Year Term
Vacant					2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3
Amanda Smith	1/1/2019	1/1/2020	1

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19, 1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007; BY-LAWS UPDATED BY RESOLUTION 5977 – JUNE 15, 2015

1. Number of Members: NINE (9)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 9

Applicant	Address	District	Qualifications
Allan Martin	209 Arapaho East	4	Current Member; Wishes to be Reappointed
Jacob Graves	609 N. Cleveland	2	
Courtney Diana Nations	1620 Yarborough Dr	4	Emerson
Alexis Taylor-Baker	2210 Highland Park Dr Denison	n/a	Texoma Council of Governments
Cary Wacker	1643 Crescent Dr	4	Retired
Charles Utter	3217 Sweetwater Way	2	The Cambridge Group Ltd

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 28, 2025

Allan Martin
209 Arapaho East
Sherman, Texas 75092



RE: Keep Sherman Beautiful Commission

Dear Mr. Martin:

Your term on the Keep Sherman Beautiful Commission expired on January 1, 2025. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Justin Eastwood, Parks & Recreation Director
Theresa Hutchinson, Parks & Recreation Manager

☒

I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

Signature

3/14/25
Date

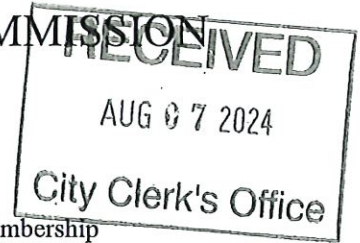
Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106

Sherman, Texas 75091-1106
PO Box 1106 | Sherman, TX 75091 | 903-892-7206 | www.ci.sherman.tx.us



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
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 Fax: (903) 892-7394

Name: _____

Jacob Graves

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Keep Sherman Beautiful

Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Occupational Information

Home Address: 609 N. Cleveland Ave

Business Name: N/A

Mailing Address: Same

Occupation: N/A

Telephone: 903-415-0823 Fax: N/A

Address: N/A

E-Mail: _____

Telephone: N/A Fax: N/A

Sherman Resident for 22 years County: Grayson

E-Mail: N/A

Drivers License No.: _____

Voter Registration No.: N/A

Which Council District do you live in? (see attached map)

Unknown - 2 ✓

Prior work experience: (please include dates)

Lowes 2001

Cinemark 2001

Brookshires 2000

Educational Achievement:

High School Graduate?

☒ Yes

No

Year Graduated/Left School?

2000

Business College, Correspondence School, Adult Education, Other?

Name of College/University: N/A

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

N/A (not yet, anyway)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)?

Yes ☐ No ☒

Taxes- None

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Application held for 12 months from date received

Are you presently serving on a City board or commission?

Yes

☒ No

If so, which one?

N/A

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I take pride in my community.

I want to become involved in something that matters to me & helps our community positively.

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:

I have the motivation to learn how to do things.

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:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? C] Yes C] No

Comments:

Statement of Intent

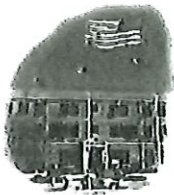
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend 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: Jacore Hanna Date: 8/7/2024

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.

S/termtih

CLASSIC TOWN. BROAD HORIZON,



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Courtney Diana Nations

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Keep Sherman Beautiful Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 11620 Varborough Drive
Mailing Address: 11620 Varborough Drive
Telephone: 903-821-2545 Fax: _____
E-Mail: Courtneydnations@gmail.com
Sherman Resident for 3 years County: Grayson
Drivers License No.: 35051570
Voter Registration No.: 1207263438 ✓

Occupational Information

Business Name: Emerson
Occupation: Human Resources
Address: 4725 US 75, Sherman, TX 75690
Telephone: 9038688156 Fax: _____
E-Mail: Courtney.nations@emerson.com

Which Council District do you live in? (see attached map) District 4 ✓

Prior work experience: (please include dates)

Congressional Intern (06/2015-08/2015 and 07/2016-08-2016), HR Coordinator - HKI
09/2015-10/2018), HR Generalist - Town of Flower Mound (10/2018-09/2020),
HR Generalist - Town of Prosper (09/2020-06/2022), Consultant - (Attorneys (07/2022-
06/2024), HR Business Partner (07/2024-present)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2014

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Texas Tech 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.

Nil

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I want to join The Keep Sherman Beautiful board because I am passionate about creating a cleaner, greener, and more vibrant community for all residents. Sherman is my home, and I believe maintaining and improving its environment is essential for fostering community pride and enhancing quality of life.

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) Managing Litter & Waste amid Rapid Growth: With Sherman's rapid growth, increased construction, new homes, and new residents brings a higher risk of litter and improper waste disposal. The board can address this by partnering with the city to ensure developers have construction waste management plans, placing additional trash bins in high-growth areas, and organizing regular clean-up drives to keep public spaces clean.

2) Preserving Green Spaces amid Expansion: As Sherman develops, protecting and enhancing parks and green spaces is essential for maintaining the city's character and livability. The board can focus on advocating for sustainable development practices, working with city planners to integrate beautification efforts into new projects, and engaging the community in tree planting or other landscape enhancement efforts.

3) Educating and Engaging a Growing Population: A surge in new residents presents both challenges and opportunities for promoting environmental responsibility. The board can address this by creating welcoming educational materials for new comers, hosting community events that celebrate Sherman's natural beauty, and building partnerships with local businesses/large employers to encourage sustainable practices & beautification efforts.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Written & verbal communication skills, avid gardener, detail oriented and solution driven. Degree in HR, Organizational Leadership, and psychology.

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:

N/A

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: _____

1/7/2025

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Lari Alexis Taylor-Baker "Alexis Taylor-Baker"

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Keep Sherman Beautiful

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>2210 Highland Park Dr, Denison, TX 75020</u>	Business Name: <u>Texoma Council of Governments</u>
Mailing Address: _____	Occupation: <u>Regional Services</u>
Telephone: <u>214-727-8564</u> Fax: _____	Address: <u>1117 Gallagher Dr Ste 240, Sherman, TX 75090</u>
E-Mail: <u>ataylorbaker@texoma.cog.tx.us</u>	Telephone: <u>903-893-2161 x3527</u> Fax: <u>903-813-3511</u>
Sherman Resident for _____ years County: _____	E-Mail: _____
Drivers License No.: <u>TX 15334939</u>	
Voter Registration No.: _____	

Which Council District do you live in? (see attached map) n/a

Prior work experience: (please include dates)

2022-Present TCOG

2010-2022 self-employed - events, fairs, festivals, light business consulting

2005 - 2009 Science Teacher

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: LeTourneau University

☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

2005 - 2010 Richardson Elks 2006 - Present American Legion Aux 2013-2015 Achievement Centers of Texas 2022-Present Denison Arts Council

2021 - 2022 Tioga EDC 2024-Present Sherman Cultural District

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? Sherman Cultural Arts Commission

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

I have been working with recycling and landfill issues for a while. Keep Sherman Beautiful is a program that can do so much good for the area as well as enhance other programs. Getting the community excited and motivated about litter control, recycling and beautification can bring in grants and award money which would enhance an already amazing town

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) Volunteer Participation

Keep Texas Beautiful has webinars and other resources to help combat this issue. Networking with other non-profits and really showing up for the community will show the board's dedication to the purpose. Leading by example instead of being lip-service is a must.

2) There has been a change

Change intimidates people - Keeping transparency and open communication will go a long way. have websites and social media up to date

3) Getting people excited about Recycling

There has been a lot of false reports about recycling circulating. Fixing that information so that people will be inclined to participate in a program could be difficult - not impossible, but fighting false news that is buried deep in the core of someone's ideology can be a challenge

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Circular Economy Certificate, EPA Social Marketing

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:

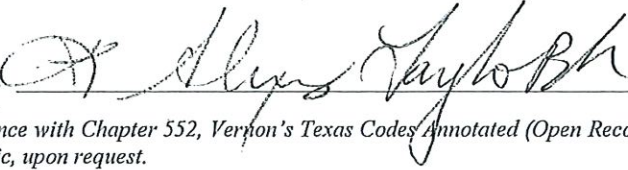
none

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☐ No

Comments: I have spoken with Justin Eastwood and Theresa Hutchins, but I don't believe anyone on the board

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: 

Date: 2/24/25

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.


CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



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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: Carolyn S Wacker (Cary)

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Keep Sherman Beautiful

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1643 Crescent Dr</u>	Business Name: _____
Mailing Address: <u>same</u>	Occupation: <u>Retired</u>
Telephone: <u>903-744-6610</u> Fax: _____	Address: _____
E-Mail: <u>cswack18@gmail.com</u>	Telephone: _____ Fax: _____
Sherman Resident for <u>45</u> years County: <u>Grayson</u>	E-Mail: _____
Drivers License No.: <u>05719509 TX</u>	
Voter Registration No.: <u>1024915894</u> ✓	

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

Austin College 2004-2024; City of Sherman 2001-2004 and 1993-1998;

Texoma Medical Center 1998-2001 & 1982-1984; small business owner 1985-1993

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Baylor University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherman Cultural District coordinator, 2018-present; Sherman Education Foundation, over 15 years
to present; many other civic boards and commissions; church volunteer

Sherman City Council and Mayor, 2005-2015

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

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) Overall appearance of Sherman as it grows into the high-tech hub of the U.S. Tasks to work on include improving litter control and enhancing wildflower corridors; preserving some pockets of nature that serve our community and attract tourists

2) Pursuing grants, sponsorships, and ultimately the KTB Governor's Community Achievement Award that provides funding through TxDOT for highway landscape enhancements

3) Building a volunteer base to help with events such as the Trash-off; growing relationships with like-minded organizations such as the Master Gardeners, Master Naturalists, Friends of Hagerman, Austin College Environmental Studies, Texas Parks & Wildlife, etc.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Grant writing; communications & social media expertise; fundraising experience; environmental interest and training; former recycling program manager

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:

Currently serving as the Sherman Cultural District Coordinator as a volunteer, but I expect that role to complement volunteering with KSB

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: Spoke with Theresa Hutchinson

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: Carolyn S Wacker Date: 01-08-2025

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.





CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



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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: Charles Sutter
(Please print legal name and your name as you wish it to appear, if different)

Name of Board or Commission: Keep Sherman Beautiful

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Home Address: <u>3217 Sweetwater Way</u> Mailing Address: _____ Telephone: <u>720-273-6769</u> Fax: <u>720-386-4938</u> E-Mail: <u>Charlesutter2@gmail.com</u> Sherman Resident for <u>1.5</u> years County <u>Grayson</u> Drivers License No.: <u>49851221</u> Voter Registration No.: <u>2204484560</u> ✓	Business Name: <u>The Cambridge Group LTD</u> Occupation: <u>Consultant</u> Address: <u>SAME</u> Telephone: _____ E-Mail: _____
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Which Council District do you live in? (see attached map) Dist. 2 ✓

Prior work experience: (please include dates) See Resume

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1964

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: St. John's University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

See Resume

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

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) Trash is ubiquitous. Engage the Rotary Club to pick up
trash & pay them per bag

2) The streets are awful. Start a petition to ask the city
to authorize ~~an initiative~~ an initiative asking voters to approve a tax
to fix the streets

3) Unsure

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

See Resume

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:

None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: I am just becoming aware of city services

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: Charles M. Mc

Date: 3/27/25

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.

3217 Sweetwater Way
Sherman, Tx 75090

Phone 720-271-6769
charlesutter1@gmail.com

Work experience	2014-Current Author ❖ Published ROMAN COLLAR CRIME February 5, 2018 1992-2025 • Independent Financial Advisor • Founder and President of Oxford Financial Designs Inc., a Registered Investment Advisory Firm • Specialist in: Life and Health Insurance, Business Succession Planning, Estate Planning, and Charitable Estate Planning 1990-1992 • Advanced Underwriting Consultant and Sales Manager Mass Mutual 1980-1990 • Independent Life Insurance Agent 1977-1979 • Sales Manager New York Life 1975 - 1977 • Agent New York Life Insurance Company 1973-1975 Bismarck High School Bismarck, ND Social Studies Teacher and Coach (Basketball and Track) 1972-1973 Corvallis High School Corvallis, OR Social Studies Teacher and Coach (Football, Basketball, and Track) 1968-1972 St. Gertrude's High School Raleigh, ND Social Studies Teacher and Coach (Cross Country, Basketball, and Track)
Education	B. A. History, St. John's University, Collegeville, MN 1968 Chartered Life Underwriter: American College 1988 Graduate of the Leadership Program of the Rockies 1989 Chartered Financial Consultant: American College 1993

Professional memberships	Past Member: • Million Dollar Round Table • National Association of Insurance and Financial Advisors • American Society of Financial Services Professionals • Rocky Mountain Estate Planning Council
Community activities	• Candidate, Longmont City Council 1985 • Chairman, Committee for Recall of Longmont City Councilman Basil Irwin 1986 • Founder, Longmont, CO Community Foundation 1988 • Founder, St. John's School Foundation, Longmont Colorado 1988
Volunteer experience	• Long Range Planning Commission City of Longmont, CO 1986 • Director, Longmont Area Chamber of Commerce 1987-1990 • Board Member, Longmont University Center 1989 • Founding Board Member, Longmont Crisis Pregnancy Center 1984 • Member, School Board, St. John the Baptist School, Longmont, CO 1984-1989 • Member, Parish Council, St. John the Baptist Parish, Longmont CO 1984-87 • Chairman, Boulder County Hank Brown for Senate Campaign 1990 • Member, St. Mary's Littleton Parish Finance Council 1992-94 • Ambassador, Broomfield Chamber 2011-14 • Member, Government Affairs Committee Broomfield Chamber 2012-14 • Member, Board of Directors, Life Choices Longmont, CO 2012-2014
Awards	• Won North Dakota State Cross Country Championship in 1969, 70, and 71 • North Dakota Cross Country Coach of the Year 1971 • Chairman's Council, New York Life 1981-82 • Agent of the Year, Mass Mutual Denver Agency 1993 • Life Member of Million Dollar Round Table • Founders Award, Longmont Community Foundation 2010
References	• Jon Wefald, Past President, Kansas State University • Tom Eberle, Director of Education, Center for Action and Contemplation • Randy Ahrens, Former Mayor, Broomfield, CO • Bonnie Finley, Colorado Association of Commerce and Industry • Rick Samson, Attorney Samson Law Firm, Past President of the Longmont Area Chamber • Lou Davis, Estate Planning Attorney, Davis & Hardin PLLC

	▪ Rick Thielen, Retired Executive Director, Life Choices
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City Council Regular Meeting

Agenda Item No. J.2.

Meeting Date: 4/7/2025

Prepared By: Linda Ashby, City Clerk

Approved By: Zachary Flores, Acting City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

Parks and Recreation Advisory Board (6)

Issue:

Terms on the Parks and Recreation Advisory Board for Brantley Blackburn (May 8, 2024), Shane Martin (May 8, 2024), Michael Kelly (December 19, 2023), Nathaniel Lightfoot (March 22, 2024), Michelle Casey (February 4, 2024), and Christy Baca (April 4, 2025), have expired. One member has not been attending the meetings. Mr. Lightfoot and Ms. Baca have said they would like to be reappointed. There are also applications on file from Taha Akhawala, Vicki Wright, Adrienne Brandy Johnson, Ashleigh Rose Anderson, Mary Murillo Brooks, Allen Martin, Chris Guy, and Nathan Voight. Since so many members are being appointed at the same time, the plan is to stagger the terms for future reappointments.

Background:

The Parks and Recreation Board advises the City Council on long-range, planning and implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The appointments originated with the Parks and Recreation Department.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommends that the Council reappoint Nathaniel Lightfoot and Christy Baca, and appoint Ashleigh Rose Anderson, Mary Murillo Brooks, Chris Guy, and Nathan Voight.

Alternatives:

The alternative is to delay appointments to the Board.

Attachments:

1. Parks & Recreation Board Roster
2. Parks and Recreation Board Fact Sheet
3. Parks and Recreation Applicant List
4. Nathaniel Lightfoot Reappointment Letter
5. Christy Baca Reappointment Letter
6. Taha Akhawala Application

7. Vicki Wright Application
8. Adrienne Brandy Johnson Application
9. Ashleigh Rose Anderson Application
10. Mary Murillo Brooks Application
11. Allen Martin Application
12. Chris Guy Application
13. Nathan Voight Application

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Ronald Rose	1	A 5/4/2021 R 5/4/2023	5/4/2023 5/4/2025	1 2	
Christy Baca	n/a	A 4/4/2023	4/4/2025	1	
Brantley Blackburn	n/a	A 5/8/2018 R 5/8/2020 R 5/8/2022	5/8/2020 5/8/2022 5/8/2024	1 2 3	
Shane Martin	4	A 5/8/2018 R 5/8/2020 R 5/8/2022	5/8/2020 5/8/2022 5/8/2024	1 2 3	
Michael Kelly	1	A 12/19/2017 R 12/19/2019 R 12/19/2021	12/19/2019 12/19/2021 12/19/2023	1 2 3	
Nathaniel Lightfoot	3	A 3/22/2022	3/22/2024	1	
Michelle Casey	3	A 2/4/2020 R 2/4/2022	2/4/2022 2/4/2024	1 2	

NOTE:

Chair:

Vice Chair:

CITY STAFF: Justin Eastwood, Parks and Recreation Director

Revised 8/23/2024

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization
CHAIRPERSON E VICE CHAIRPERSON SECRETARY A
ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

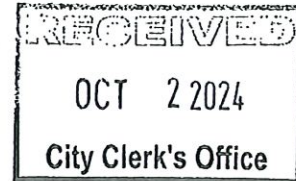
Parks and Recreation Advisory Board

Positions Vacant 6

Applicant	Address	District	Qualifications
Nathaniel Lightfoot	1042 S. Idlewild	3	Current Member; Wishes to be Reappointed
Christy Baca	1237 J.P. Cave Road	n/a	Current Member; Wishes to be Reappointed
Taha Akhawala	211 E. Canyon Grove Rd, Apt 522	2	Coherent Corp.
Vicki Wright	215 W. Texas	1	
Adrienne Brandy Johnson	2419 Meadows Lane	1	Texoma Health Foundation/ Reba's Ranch House
Ashleigh Rose Anderson	2508 Argyle Lane	4	Sherman Medical Center
Mary Murillo Brooks	3621 Steeple Chase Dr. #2106	4	
Allen Martin	209 Arapaho East	4	Guild Mortgage
Chris Guy	1103 S. FM 1417, #49A	4	Blue Stone Partners
Nathan Voight	1412 Robin Dr	4	TCOG

COMMENTS:

August 23, 2024



Nathaniel Lightfoot
1042 S. Idlewild
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Mr. Lightfoot:

Your term on the Parks and Recreation Advisory Board expired on March 22, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Justin Eastwood, Parks and Recreation Director
Theresa Hutchinson, Parks and Recreation Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Nate Z...
Signature

9/30/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



March 20, 2025

Christy Baca
1237 J.P. Cave Road
Sherman, Texas 75090

RE: Parks and Recreation Advisory Board

Dear Ms. Baca:

Your term on the Parks and Recreation Advisory Board expires on April 4, 2025. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Justin Eastwood, Parks and Recreation Director
Theresa Hutchinson, Parks and Recreation Manager

X

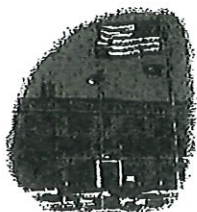
I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

ASB
Signature

3/24/2025
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

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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: Taha Akhawala

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Parks & Recreation

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 211 E. Canyon Grove Rd Apt 522

Mailing Address: -

Telephone: 969-878-2099 Fax: -

E-Mail: takhawala@gmail.com

Sherman Resident for 5 years County: Grayson

Drivers License No.: 29006845

Voter Registration No.: 1183144291 ☒

Occupational Information

Business Name: Coherent Corp.

Occupation: Sr. Engineer

Address: 6800 S. US75 Sherman, TX 75090

Telephone: - Fax: -

E-Mail: taha.akhawala@coherent.com

Which Council District do you live in? (see attached map) District 2 ☒

Prior work experience: (please include dates)

Sr. Engineer Coherent Corp. Apr 2019 - Present

Sr. Process Engineer Skywater Technology Sep 2016 - Dec 2018

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 2012

Business College, Correspondence School, Adult Education, Other? -

Name of College/University: University of Texas at Dallas ☐ Bachelor's ☒ Master's ☐ PhD

Volunteer Work: (please include dates)

Craft the night away 2022

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I am an avid cyclist and study urban planning in my spare time. I feel the current parks are not great for biking & there are ways to improve access to parks w/o a car.

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) Connectivity of parks to residents, Lack of sidewalks/bike lanes to neighborhood parks which then makes it unsafe to get to w/o a car.

Ex: Fairview Park in Sherman, Taylor & Lamberth parking lanes are widely underused could better serve as bike/walk lanes so people can get to the park

2) Connectivity trails / multi-use paths are non-existent. These paths can increase mobility for kids, people without cars, people looking to exercise, etc and provide added business for local businesses along trails.

Eg. Midtown Greenway in Minneapolis or Katy Trail in Dallas

3) Lack of attention to cycling. Trails / paths are too narrow to be shared with ped & bike comfortably. Some parks don't have bicycle amenities.

Eg. No bike rack @ Herman Baker. Fairview Paths too narrow to pass walkers on a bicycle.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Cycle for Transportation, Strong Towns Organization member
I like urban planning books/talks

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:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: Few years ago

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.

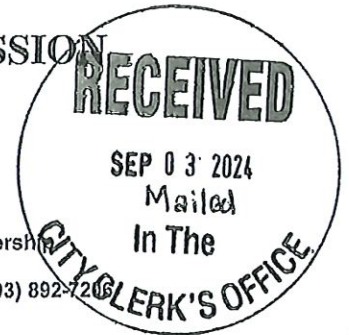
Signature: John Quinn Date: 1/4/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership.
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Vicki Wright

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Parks and Recreation

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>215 W Texas St.</u>	Business Name: _____
Mailing Address: <u>SAA</u>	Occupation: _____
Telephone: <u>602-363-9200</u> Fax: <u>-</u>	Address: _____
E-Mail: <u>azvlynnw@yahoo.com</u>	Telephone: _____ Fax: _____
Sherman Resident for <u>8</u> years County: _____	E-Mail: _____
Drivers License No.: _____	
Voter Registration No.: <u>2131581567</u> ✓	

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1967
Business College, Correspondence School, Adult Education, Other? Nursing School LPN 1976
Name of College/University: _____ ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Boy Scouts 1990
church

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? NA

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I'd like to help make the Senior Center the best place for seniors to congregate & socialize.

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) unknown at this time

2)

3)

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

organization, logical

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: [Signature]

Date: 8.6.2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

RECEIVED

OCT 01 2024
@ 11:16pm

City Clerk's Office

TT

Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 76091
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: Adrienne Brandy Johnson

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Planning and Zoning Commission/Housing Authority/Parks and Recreation

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 2419 Meadows Lane Sherman TX 75092

Mailing Address: "Same"

Telephone: 903 819 6281

Fax: _____

E-Mail: Adrienne.mb.johnson@gmail.com

Sherman Resident for 37 years County: Grayson

Driver's License No.: 16273658

Voter Registration No.: _____

Occupational Information

Business Name: Texoma Health Foundation/Rebels Ranch House

Occupation: Operations Officer

Address: 5036 Reba Dr. Denison TX 75020

Telephone: 903-463-7322 Fax: _____

E-Mail: johnson@Texomahealth.org

Which Council District do you live in? (see attached map)

District 1

Prior work experience: (please include dates)

Please see attached Resume

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 2004-Sherman High School

Business College, Correspondence School, Adult Education, Other? 2017-Park University-Social Psychology

Name of College/University: Texas Southern University ☐ Bachelor's ☒ Master's ☐ PhD Human Resources

2018-Executive Masters Public Administration/Community College of the Air Force 2009

Volunteer Work: (please include dates)

Youth Director at Friendly Church of Sherman, TX

Finance Director at Friendly Church of Sherman, TX

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Planning Zoning
Housing
Parks Recreation

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I want to make a meaningful difference in my community. I'm passionate about ensuring that every voice is heard and represented, fostering inclusivity in our decision making process. Additionally, I aim to give back to the community that has shaped me and work collaboratively to tackle local challenges. Together build a brighter future for everyone
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 Land Use and Zoning Regulations: Evaluate and decide on land use proposals ensure development aligns with zoning laws and the community comprehensive plan
Community growth and development: Examine Traffic patterns, Public transportation, Public Services/Environment
Public Engagement and input- Hold public hearings balance community interest w/development

② Affordable Housing: Identify funding sources, collaborate w/developers, implement policy, ensure the community has affordable housing
Housing Quality and Safety: inspect, maintain and enforce Housing codes, enhance living conditions
Resident Services and Support: Training, Financial literacy, Connections to social service

③ Community Engagement and Accessibility: Gather feedback, inclusive programming, address barriers to access, enhance participation
Maintenance and Improvement of facilities: Plan for new spaces, ensure facilities remain safe, functional, and enjoyable
Program development and environmental Stewardship: Conservation efforts, education program, encourage community members to connect.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

- Leadership and governance ability to lead meetings, make decisions, guide discussions effectively
Communication Skills, Conflict resolution, Public Speaking, Problem Solving.

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:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: would like information on dates and times

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: Adrian M. Gholson

Date: 9/30/24

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.

Adrienne Johnson

Director of Human Resources / HRBP

adrienne.mb.johnson@gmail.com • (903) 819-6281
• Sherman, TX 75092

Accomplished Human Resources Executive with extensive experience in leading end-to-end recruitment initiatives, transforming HR operations, fostering professional development, and enhancing workforce satisfaction. Excel at developing and executing strategic HR policies, streamlining recruitment processes, and ensuring compliance with legal standards. Proven track record of cultivating strong relationships with staff and leadership, facilitating robust training programs, and effectively addressing employee relations issues. Specialized in maintaining and ensuring compliance with local, state, and federal laws and organizational standards, recommending policy updates, and administering programs to reflect organization's values and mission. Confident in directing diverse teams and leading by example to drive continuous improvement within human resources departments.

Areas of Expertise

- Strategic Human Resources Management
- Leadership & Team Management
- Talent Management & Retention
- Employee Relations & Conflict Resolution
- Recruitment & Selection
- Employee Training & Development
- Performance Management
- HR Database Management
- HR Business Partnership
- Payroll & Benefits Administration
- Budget Administration
- Policy Development & Compliance

Professional Experience

Texoma Health Foundation & Reba's Ranch House | Denison, TX
Operations Officer

September 2024 – Present

As the Operations Officer at Texoma Health Foundation and Reba's Ranch House, I play a pivotal role in enhancing the operational efficiency and organizational culture of our nonprofit. With a strong focus on supporting families in need, I lead a dedicated team while overseeing administrative, human resources, and financial functions to ensure we deliver high-quality services to our community. My commitment to strategic planning and development has been instrumental in driving our mission forward.

- Led daily operations of Reba's Ranch House, overseeing a dedicated team and ensuring a welcoming environment for families of hospitalized loved ones.
- Managed human resources functions, including the development and administration of employee policies, performance evaluations, and staff engagement initiatives, fostering a positive organizational culture.
- Executed payroll and benefits management, ensuring compliance with labor laws and maintaining accuracy in employee compensation and health insurance processes.
- Collaborated with finance teams to oversee organizational budgeting, monitor accounting practices, and review financial reports, enhancing fiscal responsibility and transparency.
- Strategically contributed to organizational initiatives, working closely with senior leadership to advance the foundation's mission and community impact.
- Coordinated facility management efforts, ensuring that the physical space of Reba's Ranch House and grounds were maintained to meet the needs of guests and staff.

Homestead of Sherman | Sherman, TX
Director of Human Resources

July 2022 – September 2024

Oversee strategic direction of human resource services, ensuring robust relationships with teams and leadership to assess and meet organizational needs. Streamline HR operations by regularly updating databases with employee details, benefits changes, and policy modifications. Conduct in-depth interviews, facilitate comprehensive onboarding and orientation programs, and ensure compliance with legal standards. Lead performance evaluations and coordinated with various organizational facilities to refine job roles and responsibilities.

- Directed HR Department staff, monitoring performance and fostering culture of professional development and accountability.
- Designed and executed recruitment policies, optimizing job descriptions with targeted keywords for effective candidate selection.
- Reconstructed company HR procedures, enhancing communication and implementation across all employee levels.
- Led training, onboarding, and recruitment initiatives, improving overall workforce competency and satisfaction.
- Addressed compliance issues and employee grievances with effective resolution strategies, maintaining harmonious work environment.
- Crafted detailed job descriptions for diverse positions, aligning talent acquisition with strategic business objectives.

Sherman Chamber of Commerce | Sherman, TX
Membership Engagement Specialist

January 2020 – July 2022

Cultivated robust membership growth and engagement for Sherman Chamber of Commerce through strategic networking and service enhancement. Coordinated with community organizations to expand market presence and fostered relationships with active members to bolster recruitment initiatives. Managed follow-ups on leads from diverse sources including staff referrals, social media, and community publications to secure new memberships. Recorded board meeting proceedings and compiled key metrics for dissemination among members unable to attend, ensuring transparency and exclusivity.

- Amplified membership base by over 40% within six-month period through effective engagement strategies and targeted outreach efforts.
- Enhanced service offerings, leading to improved member satisfaction and retention rates.
- Strengthened community ties through collaborative marketing efforts, broadening Chamber's influence and visibility in region.
- Streamlined communication of board activities, promoting member involvement and informed participation.

Girl Scouts of the Desert Southwest | El Paso, TX
Director of Human Resources

January 2019 — January 2020

Managed comprehensive human resources operations, including recruitment, onboarding, training, benefits, payroll, and workers' compensation. Updated board members on significant HR developments and initiatives, improving transparency and governance. Presented comprehensive updates to employees, fostering informed and engaged workforce.

- Designed organizational structure, conducted talent analysis, and streamlined staff roles for increased efficiency and accountability.
- Transformed company's recruitment process, enhancing quality of new hires and alignment with organizational goals.
- Developed and implemented training and mentoring programs aligned with organizational needs and staff career progression.

Casa Arena Blanca Nursing Home | Alamogordo, NM
Director of Human Resources

January 2018 — January 2019

Led Human Resources department at Casa Arena Blanca Nursing Home, driving development and implementation of HR policies in compliance with state and federal standards. Administered comprehensive benefits, including Leave of Absence, FMLA, and Worker's Compensation cases, from incident reports through utilization audits. Maintained over 200 vendor files, ensuring accuracy and integrity of financial records. Preserved employee records, enhancing organizational efficiency and compliance.

- Oversaw talent management initiatives, provided strategic advisement to CEO, and facilitated both performance improvement and leadership identification processes.
- Streamlined accounts payable process, handling monthly transactions averaging \$750K and supporting month-end financial activities.
- Managed accurate payroll administration for 115 employees, including deductions, benefits, and garnishments.
- Conducted thorough pre-hiring background checks, contributing to secure and trustworthy workforce.

Adrianne Johnson, PG. 2, Park University, Holloman Air Force Base | NM
Interim Campus Center Director

January 2017 — January 2018

Managed campus center's financial operations, ensuring strict adherence to the university's fiscal policies, and handled various financial tasks with precision. Maintained comprehensive student records, ensuring transparent communication of academic progress and facilitating financial aid processes. Assisted in financial operations, including invoice billing and tuition assistance, ensuring timely support for veterans' GI Bill Assistance Eligibility each term.

- Designed and refined efficient workflow processes, enhancing staff productivity and overall operational effectiveness of campus center.
- Directed innovative marketing initiatives, including presentations, information booths, and targeted marketing campaigns that significantly increased student enrollment by 20%.
- Managed and monitored campus center's budget, maintaining 100% compliance with university guidelines.
- Streamlined workflow processes, resulting in improved staff efficiency and campus operations.

United States Air Force
Human Resources Specialist

January 2007 — December 2017

Provided expert counseling to service members on life insurance entitlements, ensuring compliance with Defense Enrollment Eligibility Reporting System (DEERS). Contributed to human resources coordination for rapid deployment of 277 personnel, key to success of significant NATO training events. Managed issuance of military and civilian identification cards and Common Access Cards (CAC) using DEERS and Real-Time Automated Personnel Identification System (RAPIDS), ensuring secure and efficient service delivery.

- Oversaw restructuring of electronic filing system for over 36,000 training records, enhancing report generation and data accessibility, resulting in 30% increase in efficiency.
- Developed and delivered training on benefits and eligibility requirements, contributing to informed decision-making among personnel.
- Streamlined qualifications and exam results process to expedite service member progression.
- Led team to execute the largest NATO training event in over a decade, involving coordination with over 30 countries.
- Enhanced DEERS database verification process, improving accuracy in identification of service member entitlements and benefits.
- Developed training materials on life insurance and benefits eligibility, increasing service member understanding and satisfaction.
- Steered reorganization of personnel deployment procedures, contributing to readiness and effectiveness of rapid response initiatives.

Education

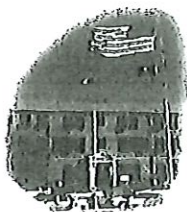
Executive Master of Public Administration | Texas Southern University, Houston, TX

Bachelor of Science in Social Psychology | Park University, Parkville, MO

Associate of Applied Science in Human Resource Management | Community College of Airforce, Montgomery, AL

Courses, Certifications & Awards

- Department of Defense, Sexual Assault Advocate Certification (D-SAACP)
- City of Sherman Leadership Course through Sherman Chamber of Commerce (2024 graduate)
- United States Air Force, Deliberate Crisis Action Planning and Execution Certification (DCAPES)
- United States Air Force, Non-Commissioned Officer Academy (NCOA) United States Air Force, Airman Leadership Course
- Awarded with Air Force Commendation Medal | Air Force Achievement Medal
- Child and Family Guidance Center of Texoma, Board Member
- Girls Scout Lifetime Member



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: Ashleigh Rose Anderson
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Parks + Recreation

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 2508 Argyle Lane
Mailing Address: _____
Telephone: 936-900-8394 Fax: _____
E-Mail: andersonracing16@gmail.com
Sherman Resident for 2.5 years County: Grayson
Drivers License No.: _____
Voter Registration No.: 2210731831 ✓

Occupational Information

Business Name: Sherman Medical Center
Occupation: RN
Address: 500 N. Highland AVE
Telephone: _____ Fax: _____
E-Mail: _____

Which Council District do you live in? (see attached map)

District 4 ✓

Prior work experience: (please include dates)

TMC (RN) - 2022-2024

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2006

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Grayson College ☒ 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.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I want to improve the health and wellbeing of our community

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) I believe the community needs a year round pool.

2) I believe the community needs to ensure spaces are set aside for parks and outdoor recreational areas as the community begins to grow

3) I believe the community needs educational opportunities for whole families to engage in together to improve their physical and mental well beings. Examples: water safety, cooking, yoga/movement, diabetes

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Registered Nurse, CPR (BLS, PALS)

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:

N/A

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: _____

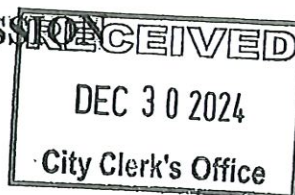
10/25/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1108
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: Mary Murillo Brooks

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: City of Sherman Parks & Recreation

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>3621 Steeple Chase Dr. #2106</u>	Business Name: _____
Mailing Address: <u>Same as above</u>	Occupation: _____
Telephone: <u>(903) 820-8338</u> Fax: _____	Address: _____
E-Mail: <u>ms_marymrbrooks@icloud.com</u>	Telephone: _____ Fax: _____
Sherman Resident for <u>35</u> years County: <u>Grayson</u>	E-Mail: _____
Drivers License No.: <u>13609513</u>	
Voter Registration No.: <u>1025051271</u> ✓	

Which Council District do you live in? (see attached map) District 4 ✓

Prior work experience: (please include dates)

I have not worked in over 15 years. My last employment was with Texoma Council of Governments as a Section 8 Housing Case Worker.

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 1983

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: N/A

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

I do missionary work with my church @ The Temple of Hope Faith and Grace. I also volunteer with Peanut Butter & Jesus Ministry. And I do volunteer at certain prisons and go in to share the gospel of Christ Jesus.

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

Taxes - None

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) The disabled child not having a place to play with the equipment to meet their needs & disabilities.

2) As the city of Sherman grows we are finding that there are many who have autism and the world tends to judge them unless they are in therapy. So the need to allow the autistic child is very vital so that they have not locked up in doors at home or institutionalized.

3) I believe this board can use more parks in our area to maintain the need of play time outside the homes or institution.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I am a ordained minister. Most of my skills, abilities and interests come from doing on hands voluntarily

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:

There are none

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I have been in direct connection in person, by phone and email with Justin Eastwood.

Statement of Intent

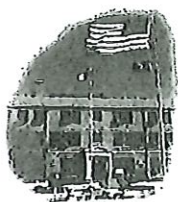
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend 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: Mary M. Brooks

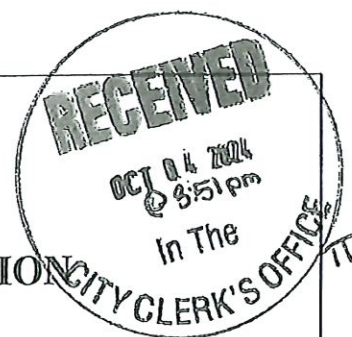
Date: 12/19/2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



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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: Allen Martin

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Parks and Recreation Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>209 Arapaho E</u>	Business Name: <u>Guild Mortgage</u>
Mailing Address: <u>Sherman, Tx 75092</u>	Occupation: <u>Mortgage Loan Officer</u>
Telephone: <u>9035139605</u> Fax: _____	Address: <u>714 N Travis St, Sherman Tx 75090</u>
E-Mail: <u>allen.martin@guildmortgage.net</u>	Telephone: <u>9039573115</u> Fax: _____
Sherman Resident for <u>14</u> years County: <u>Grayson</u>	E-Mail: <u>allen.martin@guildmortgage.net</u>
Drivers License No.: <u>18080589</u>	
Voter Registration No.: <u>1161550481</u> ✓	

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2008

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Texas A&M - Commerce ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Grand Central Station - Current board member

Keep Sherman Beautiful - 1/1/24 - 9/1/24

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

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?
I was the current chair for Keep Sherman Beautiful and now that they are housed under Parks and Recreation, I would love to fill the current open seat for this board.

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) I'm not aware of any "issues" with parks and rec, I hear it is a great board and I am excited to see Where it goes.

2) _____

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I love the parks and programs we have and I just really want to be a part of it to help where I can.

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: I spoke briefly with Leigh Ann and I met the new guy Steven (sp)

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: Allen Martin Date: 10/04/2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

RECEIVED
JAN 16 2025
City Clerk's Office

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: Christopher Lawrence Guy / Chris L. Guy
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Parks & Rec.

☒ **Yes, I would be interested in serving on subcommittees that may be formed.**

Personal Information

Home Address: 1103 S FM 1417 #49A

Mailing Address: Same

Telephone: 918-361-9175 **Fax:** _____

E-Mail: Chrislguy1@gmail.com

Sherman Resident for 05 **years** **County:** Grayson

Drivers License No.: G 080238851 OK

Voter Registration No.: 2216189581 V

Occupational Information

Business Name: Blue Stone Partners

Occupation: Commercial Real Estate

Address: 4708 N FM 1417 Sherman, TX

Telephone: 903-913-1415 **Fax:** _____

E-Mail: Chris.guy@bluestonecre.com

Which Council District do you live in? (see attached map) District 4 ✓

Prior work experience: (please include dates)

See attached Resume

Educational Achievement:

High School Graduate? ☒ **Yes** ☐ **No** **Year Graduated/Left School?** _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: University of Tulsa ☒ **Bachelor's** ☐ **Master's** ☐ **PhD**

Volunteer Work: (please include dates)

HOA President Hishfield Estates Tulsa, OK

The Blues Coffee Clearwater Tulsa, OK

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ **Yes** ☒ **No**

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None **Application held for 12 months from date received**

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I am interested in gaining knowledge & help with
insight on Park & Rec activity in Sherman. In addition,
interested in working to establish private/public partnership.

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) Development of Katy Trail

2) Trail completion from Heritage Court Townhome area
to Herman Baker Park

3) Private/Public partnership in beautification of Sherman
areas.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Real Estate licensed in OK & TX Outdoor enthusiast
biking, swimming, etc

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:

NA

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: 1/14/2025

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.

Chris L. Guy
1103 S FM 1417 #49A
Sherman, TX 75092

918-361-9175 "

christguy1@gmail.com

Summary of Background:

Blue Stone Partners

-Commercial Real Estate Consultant

President; Unity Effects (UE) 501c3 Organization (UnityEffects.org)

- First UE story has been developing She Brews Coffee Houses
shebrewscoffee.org
- Acting Director of Operations of She Brews for 2+ years during project.
- Goals of She Brews accomplished as follows:
 - Implement processes & procedures of the business to duplicate and expand
 - Led all aspects of purchasing and opening the new location in Tulsa
 - Established and developed internal leadership team
 - Created 5 new career paths for the team members for 2022
 - Solidified partnership with WEX for federal funding for labor initiatives
 - Tripled the operating budget from 2020-2022

Director of Operations; Flying Tee Golf

- Oversight of all areas of operations.
- Working directly with COO to improve operations
- Continued role in preparing Brand for future expansion
- Re-development of menus including bar and group sales formats
- Implementing operational systems to enhance consistency.
- Coordinated operational transition during purchase by Golf Suites Inc.

General Manager/Consultant; Bread & Butter Kitchen and Bakery

- Co-founded concept creation
- Oversaw all areas of remodel, menu creation, staffing and financials
- Established all training programs, operational systems, and policies
- Won "New Tulsa Restaurant" A List 2017

General Manager/AD; Lone Star Steakhouse

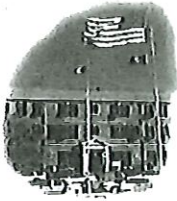
- Ranked 2nd nationally continuing EBITA 2014
- Chosen as a national new menu test store 2015
- Developed and promoted 5 employees to salaried managers
- Co-managed multi locations

Owner/Consultant; Your Consulting Group

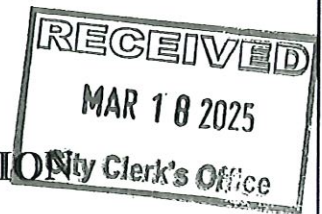
- Worked with local restaurants, small chains and business start-ups
- Assisted owners with development of vision statements and final business plans
- Assisted start-ups with acquiring funding and landlord negotiations
- Completed financial analysis to identify opportunities and enhance profit

Managing Partner/General Manager; Brinker International (Chili's)

- Ranked 13th out of 1100 units in terms of growth of sales and profit
- Chosen as one of the national test stores for new product development
- Certified Training Store (6 years)
- Developed and trained 26 salaried managers 6 went on to become General Managers



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: Nathan Voight

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Parks and Rec Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1412 Robin Dr. Sherman TX 75092</u>	Business Name: <u>TCOG</u>
Mailing Address: <u>1412 Robin Dr. Sherman TX 75092</u>	Occupation: <u>GIS Analyst</u>
Telephone: <u>(903) 821-3996</u> Fax: _____	Address: <u>1117 Gallagher Dr. Sherman TX 75090</u>
E-Mail: <u>vnote22@yahoo.com</u>	Telephone: <u>(903) 893-2161 Ext. 3550</u> Fax: _____
Sherman Resident for <u>40</u> years County: <u>Grayson</u>	E-Mail: <u>nvoight@texoma.cog.tx.us</u>
Drivers License No.: <u>18387427</u>	
Voter Registration No.: <u>1025415599</u> ✓	

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

Grayson Central Appraisal District 2008 - 2012

Texoma Council of Governments 2012 - present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2002

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: University of North Texas ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Multiple dates over the last 10 years helping maintain Binkley trail. Including clearing of trees, debris, trash and building and maintaining the trail. Monitoring trail conditions and helping keep proper signage.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None 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*)?
As a lifelong resident, I want to see the city focus on the parks and green space in our area. It is such a vital part to sustaining a healthy growing community.

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) Keeping and preserving green space for parks and recreational use in the area for all the current and future families in our local community. The board can help with proper planning while working the developers to overcome obstacles that come with the rapid growth of the community.
- 2) Maintenance and upkeep of facilities. The board could help with community engagement, promoting where and how to report finds of ware and tare or vandalism, and allocation of funds.
- 3) Potential lack of programing and events in our parks that engage the community can lead to underutilization of these spaces. The board could help facilitate partnerships with local organizations to created a variety of programs that cater to all ages and interests. Examples - outdoor fitness classes, cultural festivals or workshops.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

GIS Certificate, interested in growing the mountain biking community

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:

Do not see any areas of conflict.

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: Nathan Voight Date: March 14, 2025

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.

2025

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	6	7	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]