CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 17, 2022
5:00 P.M.

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

A. 2. **PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER HENRY MARROQUIN**

A. 3. **INVOCATION BY COUNCIL MEMBER HENRY MARROQUIN**

A. 4. **APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE REGULAR MEETING OF OCTOBER 3, 2022.**

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

C. 2. **CONSENT AGENDA**
Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to staff review letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

D. 1. **PUBLIC HEARING**
To hold a public hearing to consider the Adoption of the 2022 Sherman Comprehensive Plan

D. 2. **PUBLIC HEARING**
Adoption of 2022 Trails Master Plan

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6529**
Accepting and Approving the Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight; Providing for Findings of Fact

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6530**

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 20.435 acres Generally Located North of Kreager Road and West of N. Travis Street, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6531**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 (Craig Calhoun, Sweet Cow Holdings, Prospective Buyer; Todd Young, Young Enterprises LP, Owner; JBI Partners, Engineer; HHS Residential, Developer; and Helvey-Wagner Surveying, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6532**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Multi-Family Development in an R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 (Craig Calhoun, Sweet Cow Holdings, Prospective Buyer; Todd Young, Young Enterprises LP, Owner; JBI Partners, Engineer; HHS Residential, Developer; and Helvey-Wagner Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6533**

Amending Ordinance No. 6269 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to a Specific Use Permit to Allow a Cigar Lounge in a C-1 (Retail Business) District located at 222 and 224 West Houston Street, being part of Lot 10, Block 4, OTP Sherman and also being part of Lot 7, Block X Allen S B Addition (Jeff Wilson, Owner; Hal Hinton, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6534**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-2 (General Commercial) District located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6535**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Mini-Warehouse in a C-2 (General Commercial) District located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6536**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Cigar and Whiskey Lounge in a C-1 (Retail Business) District located at 120 South Crockett Street, being 3,801 square feet and being part of Lots 5 and 6, Block 4 of the Original Town Plat (Maurice Sowell and Ryan Chavez, Owner; Michael Smith, Tenant; and Helvey-Wagner Surveying, Inc, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6537**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Commercial Amusement Center in an M-1 (Light Manufacturing) District located at 1950 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763 (Interproperty Holdings, Owner and Ryan Lux, Tenant); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6538**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located at 8100 South Highway 75, being Lot 2R, of the Replat of Lots 1 and 2, Davidson Addition consisting of 5.913 acres (Nalin Ratnaike, Owner; Joshua Holley, Holley Jolly Homes, LLC, Representative; 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

D. 13. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6539**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Vape Shop in a C-2 (General Commercial) District located at 2700 Texoma Parkway, Suite B, being 0.982 in the Rueben Hendrix Survey, Abstract No. 504 (Double Tree Properties LP, Owner; Kevin Talbert, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Close Public Hearing and Consider Adoption of Ordinances

D. 14. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6529, 6530, 6531, 6532, 6533, 6534, 6535, 6536, 6537, 6538 & 6539

Resolutions

E. 1. **RESOLUTION NO. 6965**

Approving and Adopting the 2022 Sherman Comprehensive Plan for the City of Sherman, Texas

E. 2. **RESOLUTION NO. 6966**

Approving and Adopting the 2022 Trails Master Plan for the City of Sherman, Texas

E. 3. **RESOLUTION NO. 6967**

Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 213 North Travis Street

E. 4. **** RESOLUTION NO. 6968***

Abandoning One (1) Forty Foot (40') Drainage and Utility Easement and One (1) Ten Foot (10') Sanitary Sewer Easement Located in Lot 1 of Jackson Walker Addition, Instrument No. 2020-133, Plat Records, Grayson County, Texas, and Being More Particularly Described on the Exhibits "A" and "B" Attached Hereto and Made a Part Hereof for all Purposes, which Utility Easements is Established in Volume 8, Page 34 of the Plat Records of Grayson County, Texas

E. 5. **** RESOLUTION NO. 6969***

Authorizing Execution of an Encroachment Agreement with Texas Instruments Incorporated for the Encroachment of a Soil Nail Wall within City Property Located at 525 West Shepherd Road along the Perimeter of Said Property Dedicated to the City of Sherman in Vol. 2450, Pg. 274, Official Public Records, Grayson County, Texas, Locally Known as the Shepherd Elevated Storage Tank, being Located in the City of Sherman, Texas

E. 6. **RESOLUTION NO. 6970**

Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for Design of the Miscellaneous Water Line Improvements 2022

E. 7. **RESOLUTION NO. 6971**

Authorizing Execution of a Professional Services Agreement with Shield Engineering Group, PLLC for the Sherman Street Improvements from Montgomery St. to East St.

E. 8. **RESOLUTION NO. 6972**

Approving the Greater Texoma Utility Authority's Intention to Contract with H2O Innovation USA, Inc. for the Sherman Water Treatment Plant Expansion Package 1 - Membrane System Expansion Project and the rejection of Bid Items 2, 3 and 4 for budget limitations and non-responsive bids.

E. 9. **RESOLUTION NO. 6973**

Authorizing the Purchase of a 28 X 60 New Modular Building for the Water Treatment Plant from PALOMAR MODULAR BUILDINGS

E. 10. **** RESOLUTION NO. 6974***

Authorizing the Purchase of a New 2023 T480 Kenworth Dump Truck from MHC Kenworth for the Street Maintenance Department through Sourcewell.

E. 11. **** RESOLUTION NO. 6975***

Authorizing the Purchase of a New 2023 Kenworth T480 Dump Truck from MHC Kenworth for the Distribution Services Department through Sourcewell

E. 12. **** RESOLUTION NO. 6976***

Authorizing the Purchase of Six New Chevy Tahoes and Two New Ford Explorers from Silsbee Ford, INC through TIPS Purchasing Cooperative for the Sherman Police Department

E. 13. **** RESOLUTION NO. 6977***

Authorizing the Purchase of Vehicle Upfitting from Haloz36Corp Through TIPS Purchasing Cooperative for the Sherman Police Department Patrol Vehicles

E. 14. **** RESOLUTION NO. 6978***

Authorizing the Purchase of a New Kenworth T480 10-Wheel Dump Truck for the Neighborhood Services Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

E. 15. **** RESOLUTION NO. 6979***
Authorizing the Purchase of Computers from Lenovo, Inc through DIR Contract Number TX-DIR-CPO-4839

E. 16. **** RESOLUTION NO. 6980***
Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 511 North Colbert Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 17. **** RESOLUTION NO. 6981***
Appointing and Authorizing the Execution of an Agreement with Pattillo, Brown & Hill, L.L.P. to Perform the Fiscal Year 2022 Audit

Change Orders

F. 1. **CHANGE ORDER NO. 2**
Northwest Sewer and Force Main Project; Lynn Vessels Construction, LLC; $41,398.85 increase

Other Business

G. 1. **OTHER BUSINESS**
Informing the City of Sherman City Council of Advertising for Bids for Construction Activities to Increase the Treatment Capacity of the Water Treatment Plant for Future Growth.

G. 2. **** OTHER BUSINESS***
Approve Quarterly Investment Report for Quarter Ended September 30, 2022

G. 3. ***** OTHER BUSINESS***
Final Plat approval of Luella Crossing Phase 1, being 47.694 acres in the Sharrod Dunman Survey, Abstract Number 329; Lennar Homes of Texas Land and Construction, LTD., Owner and Kimley-Horn and Associates, Inc., Surveyor/Engineer (200-600 Blocks Luella Road)

G. 4. ***** OTHER BUSINESS***
Replat approval of Mandy's Addition, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall; Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor (4312 Texoma Parkway)

G. 5. **** OTHER BUSINESS**
Final Plat approval of Sweetwater Gap, being 12.995 acres in the George B. Pilant Survey, Abstract Number 963; Wyldewood Homes, Owner and Preston Trail Land Surveying, Surveyor (2100 East Lamar Street)

G. 6. **** OTHER BUSINESS**
Replat of a part of Block 6, George W. Bond's 1st Supplement, being 0.985 acres in the J.B. McAnair Survey, Abstract No. 763 and also being part of Block 6, George W. Bond's 1st Supplement; Cadence Bank, Owner; Stephens Daniel, Representative; Daniel Design Studio, Architect; and Helvey-Wagner Inc., Surveyor (600 North Travis Street)

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

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

Replat approval of Ameristate Central Plaza, Phase 2, being 3.209 acres in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 4, Block 1 of Dr. J.H. Carraway's Sub-Division; Ameristate Bank, Owner); Ron Westervelt, Representative; and Underwood Drafting & Surveying, Surveying (700 Block East Lamberth Road)

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

Final Plat approval of Lopresti Addition, Block 2, Lot 3R, being 0.347 acres in the George B. Pilant Survey, Abstract No. 963; Lopresti Family Living Revocable Trust, Owner; Anthony Lopresti, Representative; and Underwood Drafting & Surveying, Surveying (304 South Loving Avenue)

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

Final Plat approval of Bexley Addition, Lot 1, Block 1, being 2.288 acres in the William Martin Survey, Abstract Number 765, in Sherman's Extra Territorial Jurisdiction (ETJ); Cindy Griffin, Owner; Andy Griffin, Developer; and Cox Land Surveying Co., Surveyor (700 Block Farmington Road)

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

Replat approval of Shannon Heights Addition Block 3, Lots 12R-1 & 12R-2, being 0.296 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 12R in Block 3 of the Replat of Shannon Heights Addition; Steadman Investments, Owner and Preston Trail Land Surveying, Surveyor (2200 North Hickory Street)

G. 11. ****OTHER BUSINESS**

Replat approval of Hall & Jones Addition, Block 2, Lot 3R, being 0.209 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 3 and part of Lot 4, Block 2 of Hall and Jones Addition; Habitat for Humanity, Owner and Preston Trail Land Surveying, Surveyor (809 and 811 North Branch Street)

Consider Board/Commission Appointments

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

(a) Airport Advisory Board (3)

I. **COUNCIL COMMENTS**

Executive Session

J. 1. **EXECUTIVE SESSION**

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

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

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

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 Friday, October 14, 2022 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of October, 2022.
City of Sherman, Texas

_____
City Clerk

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

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

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

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

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

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

Mayor	Deputy Mayor	Council Members	
David Plyler	Pamela L. Howeth	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE REGULAR MEETING OF OCTOBER 3, 2022.

Attachments

October 3, 2022

STATE OF TEXAS §

October 3, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on October 3, 2022.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Called Joint City Council Meeting with the Sherman Economic Development Corporation of September 13, 2022, and the Regular City Council Meeting of September 19, 2022. Council Member Stevenson moved to approve the Minutes, as presented; Second by Deputy Mayor Howeth; All present voted AYE.
MOTION CARRIED.

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

There were no citizen's comments.

CONSENT AGENDA — **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 Howeth moved to approve the Consent Agenda, as presented. Second by Council Member Dobbs. All present voted AYE.

PUBLIC HEARING

PROPOSED AGREEMENT WITH BROADSTONE HHH TEXAS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN INDUSTRIAL REINVESTMENT ZONE NUMBER THIRTEEN (#13), CITY OF SHERMAN, TEXAS — **AD VALOREM PROPERTY TAX ABATEMENT (BROADSTONE HHH TEXAS)**

Mary Lawrence, Director of Finance, said Items D-1 and D-2 are related and are tax abatement agreements for two production lines at Sunny Delight.

The first agreement is with Broadstone HHH Texas LLC, the owner of the property that Sunny Delight leases. The tax abatement has to actually be with the property owner.

The estimated improvements total approximately $14 million in just the real property improvements. The Reinvestment Zone was approved by the City Council at the September 6, 2022 Council Meeting.

The abatement percentages are in accordance with the City's current tax abatement matrix. The percentages have been adjusted to reflect only the maintenance and operations portion of the rate, that will be applied to the property. The project will create 74 jobs.

No citizens appeared before the City Council to discuss the proposed property tax abatement for Broadstone HHH Texas, LLC.

PROPOSED AGREEMENT WITH SUNNY DELIGHT BEVERAGES COMPANY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR TANGIBLE PERSONAL PROPERTY WITHIN INDUSTRIAL REINVESTMENT ZONE NUMBER THIRTEEN (#13), CITY OF SHERMAN, TEXAS

AD VALOREM PROPERTY TAX ABATEMENT (SUNNY DELIGHT)

Ms. Lawrence said this is the same project, with Sunny Delight receiving a tax abatement for the tangible personal property. It totals about $16 million.

No citizens appeared before the City Council to discuss the proposed property tax abatement for Sunny Delight Beverages.

The Public Hearing was closed.

RESOLUTION NO. 6960 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH BROADSTONE HHH TEXAS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN THE CITY OF SHERMAN INDUSTRIAL REINVESTMENT ZONE NUMBER THIRTEEN (#13)

RES 6960 AD VALOREM PROPERTY TAX ABATEMENT (BROADSTONE HHH TEXAS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BROADSTONE HHH TEXAS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR IMPROVEMENTS WITHIN THE CITY OF SHERMAN INDUSTRIAL REINVESTMENT ZONE NUMBER THIRTEEN (#13).

Mayor Plyler asked to read the caption of Resolutions 6960 and 6961 together for consideration, since they relate to the same project.

RESOLUTION NO. 6961 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH SUNNY DELIGHT BEVERAGES COMPANY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR TANGIBLE PERSONAL PROPERTY WITHIN CITY OF SHERMAN INDUSTRIAL REINVESTMENT ZONE, NUMBER THIRTEEN (#13)

RES 6961 AD VALOREM PROPERTY TAX ABATEMENT (SUNNY DELIGHT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SUNNY DELIGHT BEVERAGES COMPANY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF SHERMAN INDUSTRIAL REINVESTMENT ZONE NUMBER THIRTEEN (#13).

Ms. Lawrence said these are the two agreements that will approve the tax abatements for Sunny Delight. One agreement is for the real property and the other is for the personal property.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 6961, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

For transparency, Mayor Plyler noted that he didn't vote on these Resolutions.

RES 6962
ONCOR RATE CASE

RESOLUTION NO. 6962 – FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE ELECTRIC TRANSMISSION AND DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

A RESOLUTION OF THE CITY OF SHERMAN, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE ELECTRIC TRANSMISSION AND DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.
CONSENT AGENDA.

RES 6963
UPDATE LOCAL LIMITS OF WASTEWATER DISCHARGE PERMIT

RESOLUTION NO. 6963 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR THE REDEVELOPMENT OF TECHNICALLY BASED LOCAL LIMITS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT FOR THE REDEVELOPMENT OF TECHNICALLY BASED LOCAL LIMITS.
CONSENT AGENDA.

RES 6964
SEWER FOR POLICE HEADQUARTERS

RESOLUTION NO. 6964 – AUTHORIZING APPROVAL AND EXECUTION OF AN AGREEMENT THROUGH THE TIPS-USA COOPERATIVE PURCHASING PROGRAM WITH ARCHER CONSTRUCTION & DESIGN FOR THE INSTALLATION OF A 2 INCH FORCE-MAIN SYSTEM TO SERVICE THE NEW SHERMAN POLICE HEADQUARTERS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT THROUGH THE TIPS-USA COOPERATIVE WITH ARCHER CONSTRUCTION & DESIGN FOR THE INSTALLATION OF A 2 INCH FORCE-MAIN SYSTEM TO SERVICE THE NEW SHERMAN POLICE HEADQUARTERS.
CONSENT AGENDA.

CHANGE ORDER NO. 3
LAMBERTH ROAD DRAINAGE IMPROVEMENTS PROJECT; LYNN VESSELS CONSTRUCTION, LLC; $272,706.44 INCREASE

CHANGE ORDER LAMBERTH RD DRAINAGE PROJECT

Robby Hefton, City Manager, said this was the final reconciling item for the Lamberth Road Project, that was actually let in December 2019.

The project was delayed for 18 months while Oncor and Frontier moved their lines out of the way. The contractor actually was able to start in the Summer of 2021.

The project Change Order is for several things. First, is for scope changes. These are changes to the project that result in more materials needed than was originally expected. Second, the contractor was into the project, and at the City's request, they had to repair, remove, or replace, water lines, sewer lines, or other utilities. Third, there were price changes that relate to the 18-month delay, where they couldn't do work.

He said, about two-thirds of the cost is related to changes that were requested by the City, and the other third is related to price changes, like those that are seen on other projects.

Mr. Hefton said the Change Order is the net effect, of some decreases, from material quantities that were reduced. All these changes related to the final cost for this project.

This Change Order will close out the project, and the infrastructure has been accepted as complete.

Council Member Stevenson asked if the scope changes to the project came before the City Council. Mr. Hefton said scope changes did not come before the City Council. He said they included things like the option for a certain type of wall, and from an engineering standpoint, the staff decided to do a different type of wall. Typically, those types of items would be brought back to Council as a reconciliation at the end of the project.

Wayne Lee, Director of Engineering, said it was determined during construction that the pavement had to be extended to accommodate the road. There were also some additional sewer lines that collapsed and needed to be replaced.

Council Member Stevenson asked if, once the project was underway, the staff decided that there were more expensive options that were necessary for this project.

Council Member Teamann asked why they were getting the Change Order ten months after completion of the project. He felt that was a long time to reconcile the cost. He added that the information did not state which materials increased in cost.

Mr. Lee said the project was completed in the Spring, and the staff has been "vetting" the final numbers and negotiating pricing with the contractor.

Council Member Stevenson asked what the total percentage over bid was. Mr. Lee said it was actually 17% below the original awarded contract. Mr. Philpott said the 17% was due to a change in scope, and then the second project was added in.

Mr. Lee said the original contract was $2.3 million, and there was a Change Order for $750,000, which decreased it to keep it in budget.

Deputy Mayor Howeth said they appreciated Lynn Vessels working with the City, and they always do good quality work, but they hate to see such a large Change Order. She did realize that the price of goods has increased "tremendously", and that wasn't their fault. She added that she hoped in the future, that they can "hold these Change Orders down."

Mr. Hefton said the staff implemented a different procedure about two months ago, on all outgoing bids, to add a contingency to the project cost. This will give the staff the ability to account for these types of things.

Council Member Teamann said he was originally opposed to the Change Order, but did understand that if the City requested a change of scope, that is entirely on the City.

Mr. Hefton said two-thirds of the increase was on items that couldn't be foreseen ahead of time, such as utility problems, or the need to change the type of wall.

Council Member Teamann asked about the procedure on a "scope change" and said the Council should probably vote on this amount of a Change Order.

Mr. Hefton said the first Change Order was a decrease, and some are under the $50,000 level. One Change Order was $98,000, and the thought was to get the project completed.

Mr. Philpott said timing was important, and if there are pieces that aren't part of the "critical path," and there's time to take it to the Council, they absolutely will. This project seemed like everything they were doing was on a critical path. The thought was to get the project done and get the street open.

He added that the Engineering Department has been extremely busy with all the development projects, and the Change Order wasn't as much of a priority as some of the other work they needed to do.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Change Order No. 3, to Lynn Vessels Construction, LLC, in the amount of $272,706.44, for the Lamberth Road Drainage Improvements Project, as presented. Second by Council Member Stevenson.

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

PAYMENT APPROVAL

AUTHORIZING PAYMENT OF $120,446.94 FOR MICROSOFT ENTERPRISE AGREEMENT ANNUAL BILLING YEAR 2 UNDER TEXAS DIR CONTRACT DIR-TSO-4061

MICROSOFT ENTERPRISE AGREEMENT

The City Council approved the payment of $120,446.94 to Microsoft Enterprise for the annual billing agreement year 2, under the Texas DIR Contract, DIR-TSO-4061. This payment is for Office 365 and SQL Server licenses.
CONSENT AGENDA.

OTHER BUSINESS

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ANNEXATION OF APPROXIMATELY 20.435 ACRES OF LAND LOCATED NORTH OF KREAGER ROAD AND WEST OF N. TRAVIS STREET ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

ANNEXATION SCHEDULE (KREAGER RD, WEST OF N. TRAVIS ST)

Mr. Lee explained that a landowner had 20 acres of land on the north side of Sherman, that they would like to annex into the City. This item sets the annexation schedule and will bring the item back to the Council at the next meeting. A zone change will also be requested after the annexation.

Council Member Stevenson said there is a "corner piece" of property that won't be annexed, and he asked about any concerns about that. Terrence Steele, Assistant City Manager, said the two properties are owned by different people. The property not being annexed is being held for commercial development.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Annexation Scheduling Plan for approximately 20.435 acres, located north of Kreager Road and west of North Travis Street, as presented. Second by Council Member Holland.

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

RECEIVE PRESENTATION FROM POLICE SERGEANT BRETT MULLEN ON THE POLICE DEPARTMENT'S ANNUAL HALLOWEEN EVENT, "FRIGHT FEST"

FRIGHT FEST

Sergeant Brett Mullen, Police Department, briefed the City Council on the annual Halloween event, Fright Fest. Sergeant Mullen said

Fright Fest would be held on October 28, 2022, from 6:00 p.m. until 8:30 p.m., at Pecan Grove Athletic Complex. This is the 21st annual event, which was started after the September 11 attacks, to provide a safe place for children to trick-or-treat.

Many businesses, churches, and organizations participate by distributing candy during the event. The event was originally held on the Municipal Grounds, but was moved last year to the Pecan Grove Athletic Complex to better accommodate the crowd.

Deputy Mayor Howeth said the parking was much better last year, at the new location.

COUNCIL COMMENTS

CITY EMPLOYEE PICNIC — **CITY EMPLOYEE PICNIC**

Deputy Mayor Howeth said she enjoyed the Employee Picnic that was recently held for the City staff.

ANNOUNCEMENTS — **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **Coffee "Without" the Mayor will be held October 7, 2022, at Paragon Realtors. He said he would be out of town, but the event will feature a preview by the Sherman Community Players.**

- **Sherman Main Street will host the annual Trick or Treat on Travis, on October 27, 2022, at 6:00 p.m.**

- **The Sherman Police Department will host Fright Fest on October 28, 2022, at Pecan Grove Athletic Complex, from 6:00 p.m. until 8:30 p.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

TEX. GOV'T CODE § 551.073 --
DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --
DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

- **(A) Fire Chief**
- **(B) Assistant Fire Chief**

TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

TEX. GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:23 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:07 p.m. and reconvened in Open Meeting.

OPEN MEETING **OPEN MEETING**

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

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 6:09 p.m.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 4. **** RESOLUTION NO. 6968***

Abandoning One (1) Forty Foot (40') Drainage and Utility Easement and One (1) Ten Foot (10') Sanitary Sewer Easement Located in Lot 1 of Jackson Walker Addition, Instrument No. 2020-133, Plat Records, Grayson County, Texas, and Being More Particularly Described on the Exhibits "A" and "B" Attached Hereto and Made a Part Hereof for all Purposes, which Utility Easements is Established in Volume 8, Page 34 of the Plat Records of Grayson County, Texas

E. 5. **** RESOLUTION NO. 6969***

Authorizing Execution of an Encroachment Agreement with Texas Instruments Incorporated for the Encroachment of a Soil Nail Wall within City Property Located at 525 West Shepherd Road along the Perimeter of Said Property Dedicated to the City of Sherman in Vol. 2450, Pg. 274, Official Public Records, Grayson County, Texas, Locally Known as the Shepherd Elevated Storage Tank, being Located in the City of Sherman, Texas

E. 10. **** RESOLUTION NO. 6974***

Authorizing the Purchase of a New 2023 T480 Kenworth Dump Truck from MHC Kenworth for the Street Maintenance Department through Sourcewell.

E. 11. **** RESOLUTION NO. 6975***

Authorizing the Purchase of a New 2023 Kenworth T480 Dump Truck from MHC Kenworth for the Distribution Services Department through Sourcewell

E. 12. **** RESOLUTION NO. 6976***

Authorizing the Purchase of Six New Chevy Tahoes and Two New Ford Explorers from Silsbee Ford, INC through TIPS Purchasing Cooperative for the Sherman Police Department

E. 13. **** RESOLUTION NO. 6977***

Authorizing the Purchase of Vehicle Upfitting from Haloz36Corp Through TIPS Purchasing Cooperative for the Sherman Police Department Patrol Vehicles

E. 14. **** RESOLUTION NO. 6978***

Authorizing the Purchase of a New Kenworth T480 10-Wheel Dump Truck for the Neighborhood Services Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

E. 15. **** RESOLUTION NO. 6979***

Authorizing the Purchase of Computers from Lenovo, Inc through DIR Contract Number TX-DIR-CPO-4839

E. 16. **** RESOLUTION NO. 6980***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 511 North Colbert Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 17. **** RESOLUTION NO. 6981***

Appointing and Authorizing the Execution of an Agreement with Pattillo, Brown & Hill, L.L.P. to Perform the Fiscal Year 2022 Audit

G. 2. **** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended September 30, 2022

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 2.**

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

G. 3. ***** OTHER BUSINESS***

Final Plat approval of Luella Crossing Phase 1, being 47.694 acres in the Sharrod Dunman Survey, Abstract Number 329; Lennar Homes of Texas Land and Construction, LTD., Owner and Kimley-Horn and Associates, Inc., Surveyor/Engineer (200-600 Blocks Luella Road)

G. 4. ***** OTHER BUSINESS***

Replat approval of Mandy's Addition, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall; Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor (4312 Texoma Parkway)

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

Final Plat approval of Sweetwater Gap, being 12.995 acres in the George B. Pilant Survey, Abstract Number 963; Wyldewood Homes, Owner and Preston Trail Land Surveying, Surveyor (2100 East Lamar Street)

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

Replat of a part of Block 6, George W. Bond's 1st Supplement, being 0.985 acres in the J.B. McAnair Survey, Abstract No. 763 and also being part of Block 6, George W. Bond's 1st Supplement; Cadence Bank, Owner; Stephens Daniel, Representative; Daniel Design Studio, Architect; and Helvey-Wagner Inc., Surveyor (600 North Travis Street)

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

Replat approval of Ameristate Central Plaza, Phase 2, being 3.209 acres in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 4, Block 1 of Dr. J.H. Carraway's Sub-Division; Ameristate Bank, Owner); Ron Westervelt, Representative; and Underwood Drafting & Surveying, Surveying (700 Block East Lamberth Road)

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

Final Plat approval of Lopresti Addition, Block 2, Lot 3R, being 0.347 acres in the George B. Pilant Survey, Abstract No. 963; Lopresti Family Living Revocable Trust, Owner; Anthony Lopresti, Representative; and Underwood Drafting & Surveying, Surveying (304 South Loving Avenue)

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

Final Plat approval of Bexley Addition, Lot 1, Block 1, being 2.288 acres in the William Martin Survey, Abstract Number 765, in Sherman's Extra Territorial Jurisdiction (ETJ); Cindy Griffin, Owner; Andy Griffin, Developer; and Cox Land Surveying Co., Surveyor (700 Block Farmington Road)

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

Replat approval of Shannon Heights Addition Block 3, Lots 12R-1 & 12R-2, being 0.296 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 12R in Block 3 of the Replat of Shannon Heights Addition; Steadman Investments, Owner and Preston Trail Land Surveying, Surveyor (2200 North Hickory Street)

G. 11. ***** OTHER BUSINESS***

Replat approval of Hall & Jones Addition, Block 2, Lot 3R, being 0.209 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 3 and part of Lot 4, Block 2 of Hall and Jones Addition; Habitat for Humanity, Owner and Preston Trail Land Surveying, Surveyor (809 and 811 North Branch Street)

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

To hold a public hearing to consider the Adoption of the 2022 Sherman Comprehensive Plan

Issue:

Public Hearing to consider the Adoption of the 2022 Sherman Comprehensive Plan

Background:

On January 18, 2022, City Council approved a contract to update the City of Sherman's Comprehensive Master Plan. Halff Associates was selected to assist in updating the Comprehensive Plan. The proposed plan has addressed the following key tasks:

- Develop a Vision for Growth in Sherman
- Evaluate Existing Conditions
- Develop Future Land Use Plan to guide new growth
- Identify Housing Opportunities and Needs

A Comprehensive Plan Advisory Committee was established to provide guidance to staff and the project consultant as the Comprehensive Plan was developed. This committee met four times throughout the project schedule. In addition to the advisory committee, a public open house took place, an online survey was completed and multiple stakeholder meetings were conducted to gather input for the development of the Comprehensive Plan. Since the project was initiated in early 2022, Halff Associates has completed all of the project tasks and a draft plan is ready for Council review and approval.

At the September 20, 2022 regular meeting, the Planning and Zoning Commisssion voted unanimously to recommend approval to take the 2022 Sherman Comprehensive Plan to City Council for approval. In addition, the Comprehensive Plan Advisory Committee met on August 9, 2022 to review the draft Comprehensive Plan. Staff received two comments from Committee members that were not addressed in the draft Comprehensive Plan:

"A concern is that while we discussed affordable housing a good bit and it is mentioned and addressed in the final report, there are no quantifiable goals targeted. That may be by design and suggested by practicality, and maybe the city and the P&Z Commission are used to working within those general guidelines and pronouncements.
- The other comment I would continue to make is that there is no discussion of housing for those in extreme low income or no income realities. While we would like for that not to be a problem in our

community, it is, as it is in every community. We will contend with it and look for patchwork solutions on occasion. It affects individual lives, our city's quality of life, our education system, our jail population level and even our economic development. I acknowledge that it's difficult, because no one wants that housing in their backyard, and some have philosophical arguments against its existence. But addressing it now is better than dealing with its outcomes in the short, intermediate and long term."

"My only concern is that I did not see any language specific to the historic areas identified in Sherman. Specifically citing the importance of preserving these communities."

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

Approve the Comprehensive Master Plan

Alternatives:

The City Council could decide against approving the 2022 Sherman Comprehensive Plan.

Attachments

Resolution No. 6965
2022 COMPREHENSIVE PLAN

RESOLUTION NO. 6965

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE 2022 SHERMAN COMPREHENSIVE PLAN FOR THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, due to certain changes, growth and development of the City of Sherman, it has become necessary, due to the passage of time to update the Comprehensive Plan of the City of Sherman, Texas; and

WHEREAS, pursuant to the authority of Resolution No. 6838 passed and approved by the City Council on January 18, 2022, Halff Associates has prepared an updated Comprehensive Plan for the City of Sherman; and

WHEREAS, the City of Sherman has followed all procedures and done all things required by its Charter and State law for the update of its Comprehensive Plan; and

WHEREAS, the City Council of the City of Sherman, Texas, desires to accept the recommendations of the Planning and Zoning Commission to approve the said updated Comprehensive Plan;

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

SECTION 1. That the City Council of the City of Sherman, Texas, does hereby accept, as advisory and as a guide, the 2022 Sherman Comprehensive Plan, attached hereto and incorporated herein for all intents and purposes, and that the same be and is hereby in all things approved and adopted as the 2022 Comprehensive Plan of the City of Sherman, Texas.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby submits this 2022 Comprehensive Plan to all citizen groups and committees, city boards and commissions, and all citizens interested in the orderly growth and progress of the City of Sherman for use as a guide in the planning and future growth and development of the City of Sherman.

SECTION 3. That the effective date of this resolution shall be the 18th day of October, 2022.

SECTION 4. 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 October 2022.

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



SHERMAN TOMORROW: PLANNING FOR OUR FUTURE

2022 COMPREHENSIVE PLAN

Welcome Statement

To be provided by City of Sherman





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ACKNOWLEDGMENTS

The Sherman Comprehensive Plan was developed by the City of Sherman with the technical support and design assistance of Halff Associates, Inc. A special thanks goes to the countless community members, property owners, staff members and community leaders for their insight and support during the duration of this study. The following individuals are recognized for their substantial contributions towards the creation of the 2022 Sherman Comprehensive Plan.

MAYOR AND CITY COUNCIL

David Plyler, Mayor
Pamela L. Howeth, Deputy Mayor
Daron Holland, Council Member
Shawn Teamann, Council Member
Josh Stevenson, Council Member
Juston Dobbs, Council Member
Henry Marroquin, Council Member

KEY CITY STAFF

Robby Hefton, CPM, City Manager
Terrence Steele, CPM, Assistant City Manager
Clint Philpott, PE, Assistant City Manager
Zach Flores, Executive Director of Public Safety
Rob Rae, AICP, Director of Development Services
Theresa Hutchinson, Parks and Recreation Manager
Kerri Turner, Development Services Coordinator

PLANNING AND ZONING COMMISSION

Clay Mahone, Chairman
David Downtain, Vice-chairman
Shawn Davis
Leigh Ann Sims
Paul Manley
Glenn Whitaker
Bryan Blagg

PLAN ADVISORY COMMITTEE

Al Hambrick, Committee Chair
David Baca
Brantley Blackburn
Jason Brumm
Nathan Cain
Edwin Clark
Veronica Ezell
Pamela L. Howeth
Michael Kelly
Paul Manley
Roxanne Marroquin
Robin Phillips
Leigh Ann Sims
Josh Stevenson
Gail Utter
Wendy Vellotti

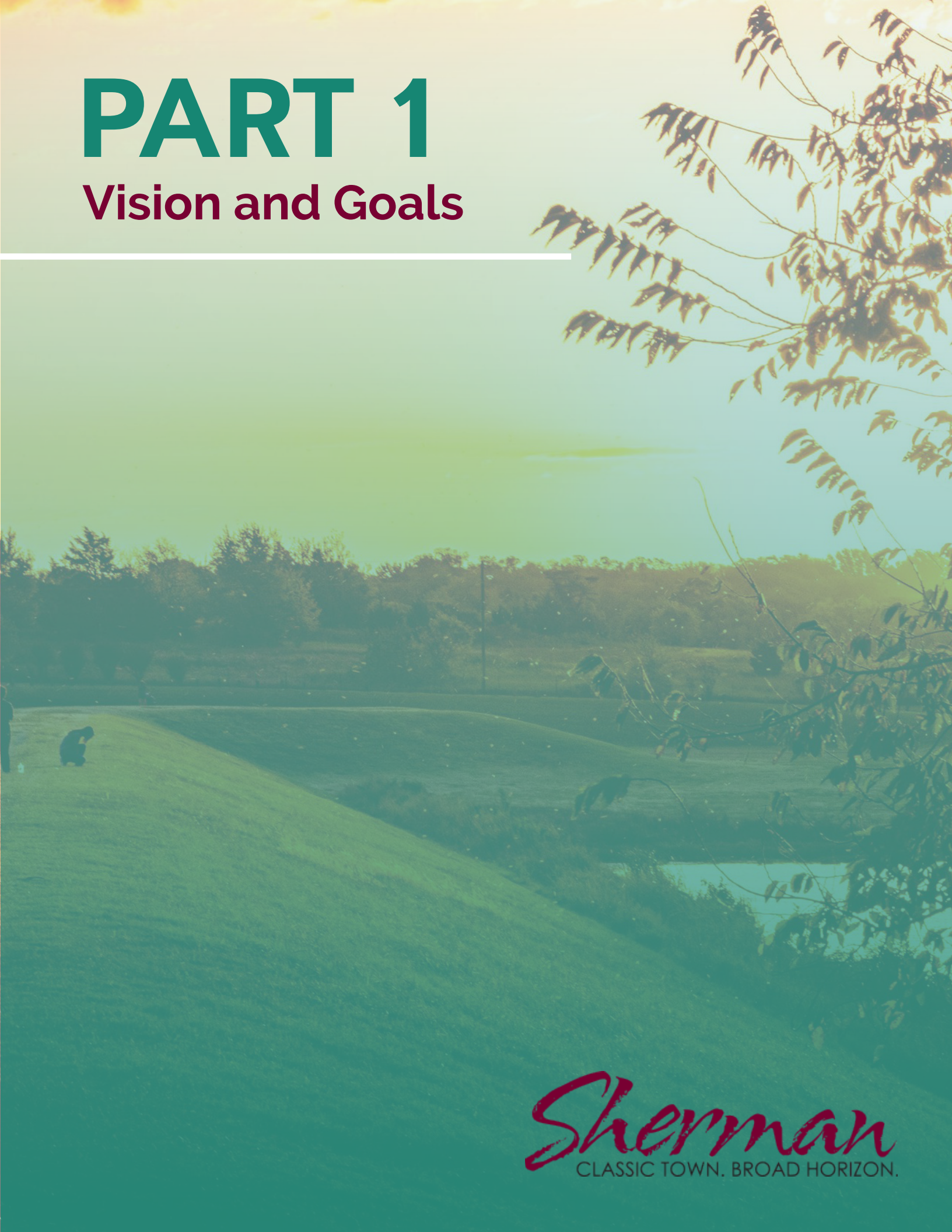
HALFF ASSOCIATES, INC.

Chelsea Irby, AICP
Jordan Maddox, AICP
Nathlie Booth, AICP
Julian Salas-Porras
Jill Amezcua, PLA, ASLA
Whitney Linder

A special thanks to SEDCO and 2x2 Media for providing high quality photography.

PART 1

Vision and Goals



Sherman
CLASSIC TOWN. BROAD HORIZON.

Plan Elements

The Sherman Comprehensive Plan is organized into five Parts, as shown below.

1

VISION & GOALS

The heart and soul of this plan is the vision for Sherman crafted by the community. The vision for the comprehensive plan is shaped by the goals for the future and creates a clear path for Sherman's growth and development.

2

COMMUNITY CONTEXT

This section sets the stage for the planning process and examines characteristics of the community today. Includes historical and current development patterns and growth trends, demographics, and future population projections.

3

COMMUNTIY ENGAGEMENT

This section summarizes the results from a purposeful public engagement process. The process was created to allow citizens to communicate and validate key issues facing the City and discuss opportunities for the future. The input gathered through this process informed the vision, strategies, and actions for the plan.

4

GUIDING THE FUTURE

The bulk of the plan is found in strategic recommendations for the future. In this section, the document details recommendations that create a blueprint for future growth and change. Grouped into goals, these recommendations weave existing and future efforts into an integrated plan for implementing the vision.

5

IMPLEMENTATION

The final section of this plan addresses how the community will work toward progress and fulfillment of the vision. This component outlines an Implementation Action Plan, and describes how the document will be administered, maintained, and updated moving forward.



WHAT IS A COMPREHENSIVE PLAN?

A comprehensive plan is a long-range planning document that guides the growth of a city over time. It serves as a blueprint to guide future development and redevelopment in a community, based on an established framework. It considers existing and future needs and determines actions that the community should pursue to realize the overall vision. Once adopted, city staff and decision-makers use the Comprehensive Plan as a guide for community development. It does not replace zoning regulations, budgets, capital improvement programs, or any other regulatory documents.

HOW WILL THIS PLAN BE USED?

The Sherman Comprehensive Plan is a tool to guide decisions made by staff, City Council, and the community. When new development proposals are submitted to the City, these groups will use the policy framework established in this plan to determine whether the proposal fits with the community-driven vision. **Part 5, *Implementation*** contains a table with all of the action initiatives, which are a synthesis of community desires, City government actions, partnerships and leadership roles, studies and expenditures. These actions are to be used for directives and decision making by City staff as well as policy and decision-making by Sherman's elected and appointed officials. The document is flexible and can be amended over time as circumstances warrant. Overall, this comprehensive plan provides a guide for growth and development decisions to ensure that the Sherman of the future maintains aspects of the "small town feel" and is a thriving community.

WHY PLAN NOW?

Sherman is a rapidly-growing community where exciting things are happening. This is a pivotal time in Sherman's history; the City is on the precipice of change and growth with large, new industries coming. In May 2022, Texas Instruments broke ground on a $30 billion silicon chip factory in southern Sherman. This factory is estimated to create around 3,000 new jobs and once completed, the 4.7 million-square-foot plant will be the largest electronics production facility in Texas. By starting now, this plan will help to better set up Sherman to keep pace with growth and increased demand for services and housing.

Past Planning Efforts

Sherman has a long history of engaging in planning initiatives, dating back to its first master plan developed in 1920 by George Kessler. Throughout the years, Sherman has conducted comprehensive plans as well as special studies and plans for targeted needs. The predecessor to this plan was adopted on July 20, 2009. That plan was an update to a previous comprehensive plan, which was completed in 1998. The following planning initiatives are relevant and applicable planning efforts that have taken place prior to this planning effort.

2009 SHERMAN COMPREHENSIVE PLAN

In 2009, the City of Sherman updated its comprehensive plan to reflect current trends, forecasts, and community needs. The plan summarized conditions in 2009 and addressed the following elements: urban design and land use; growth management and capacity; transportation; conservation and environmental resources; parks, recreation, and open space; housing and neighborhoods; community facilities and cultural services and, economic development.

2017 SHERMAN PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

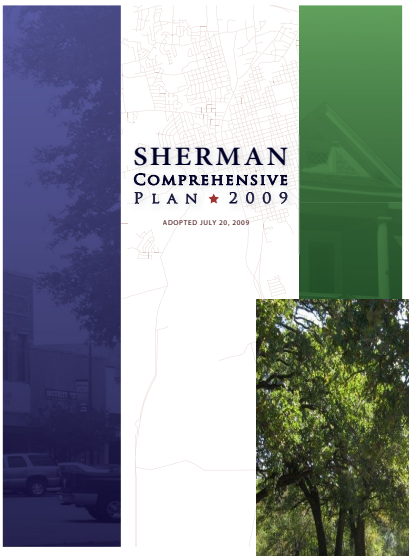
The 2017 Sherman Parks, Recreation, and Open Space Master Plan was an update to the City's previous plan which was prepared in 2005. The plan summarized existing park conditions in 2017, established maintenance standards, projected needs based on standards and local demand, and created a 10-year action priority list based of those recommendations.

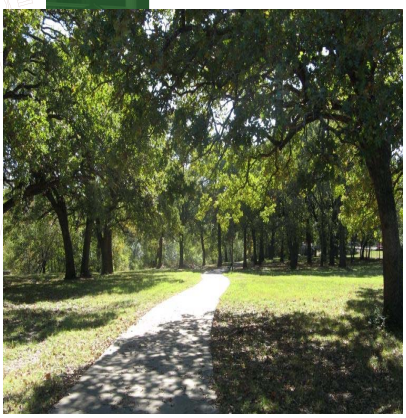
2002 SHERMAN STORM DRAINAGE DESIGN MANUAL

This Storm Drainage Design Manual provides straightforward guidelines for safely designing drainage facilities in the City of Sherman, as well as a step-by-step checklist of required submittals. This clear communication of standards and expectations will facilitate the development process. Sherman wanted to work with the development community toward important shared goals: clear expectations, smooth processes, and successful development projects.

2040 SHERMAN THOROUGHFARE PLAN UPDATE

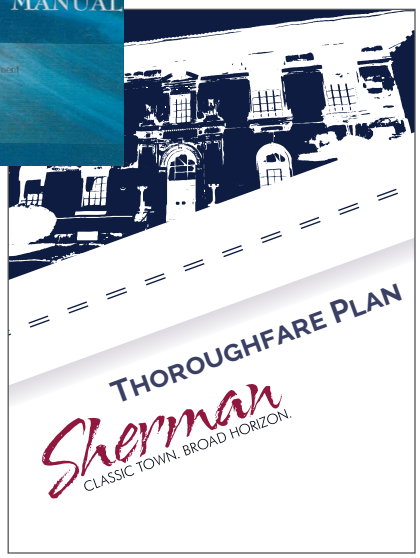
In 2016, the City of Sherman updated the Thoroughfare Plan which was a part of the 2009 Comprehensive Plan. The purpose of this plan was to identify and address key transportation issues and make recommendations to help improve mobility and accommodate anticipated growth. In addition, the Thoroughfare Plan also maps proposed bike routes and shared use trails.











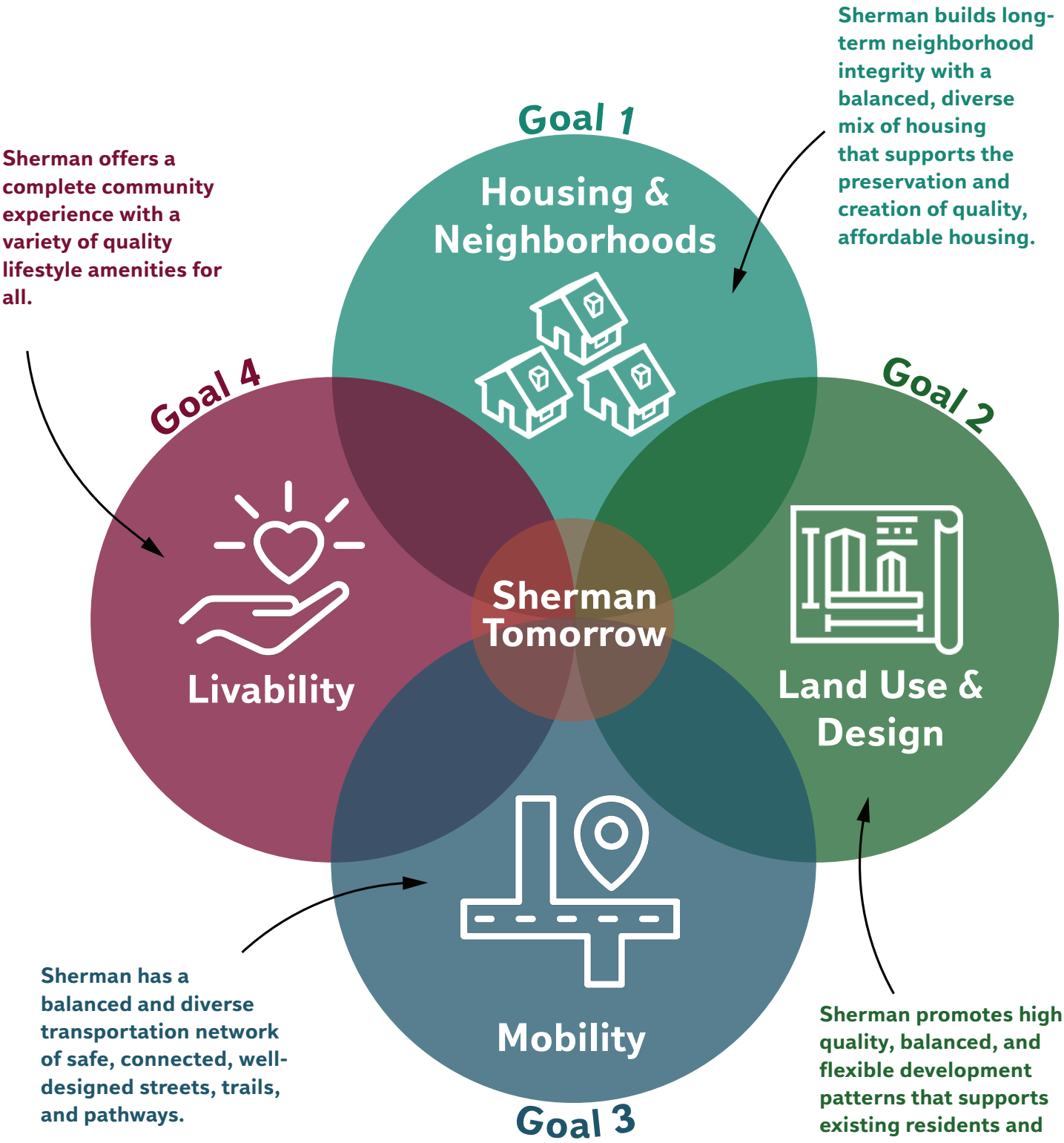


Vision for Sherman Tomorrow

Sherman is on the precipice of unprecedented growth and the community is eager to build on recent successes towards a thriving future. With the changes coming to Sherman, and Texas as a whole, this is the perfect time to plan for future development. Uncoordinated growth can lead to development without identity that fits to the character of Sherman and will have far-reaching, undesirable consequences. The community's vision for the future calls for action that will ensure economic strength, quality development, and maintaining the "small-town" character of the community.

The Sherman Comprehensive Plan provides a vision that will guide future growth and development for the next 10 years and beyond. The community's vision for the future is embodied in the goal statements used to guide this plan. Each goal statement is written as a vision for the four focus areas of this plan and collectively are intended to lead Sherman in capitalizing on the exciting changes that are coming.

Comprehensive Plan Goals



Sherman builds long-term neighborhood integrity with a balanced, diverse mix of housing that supports the preservation and creation of quality, affordable housing.

Sherman offers a complete community experience with a variety of quality lifestyle amenities for all.

Sherman has a balanced and diverse transportation network of safe, connected, well-designed streets, trails, and pathways.

Sherman promotes high quality, balanced, and flexible development patterns that supports existing residents and manages future growth in a fiscally sustainable manner.

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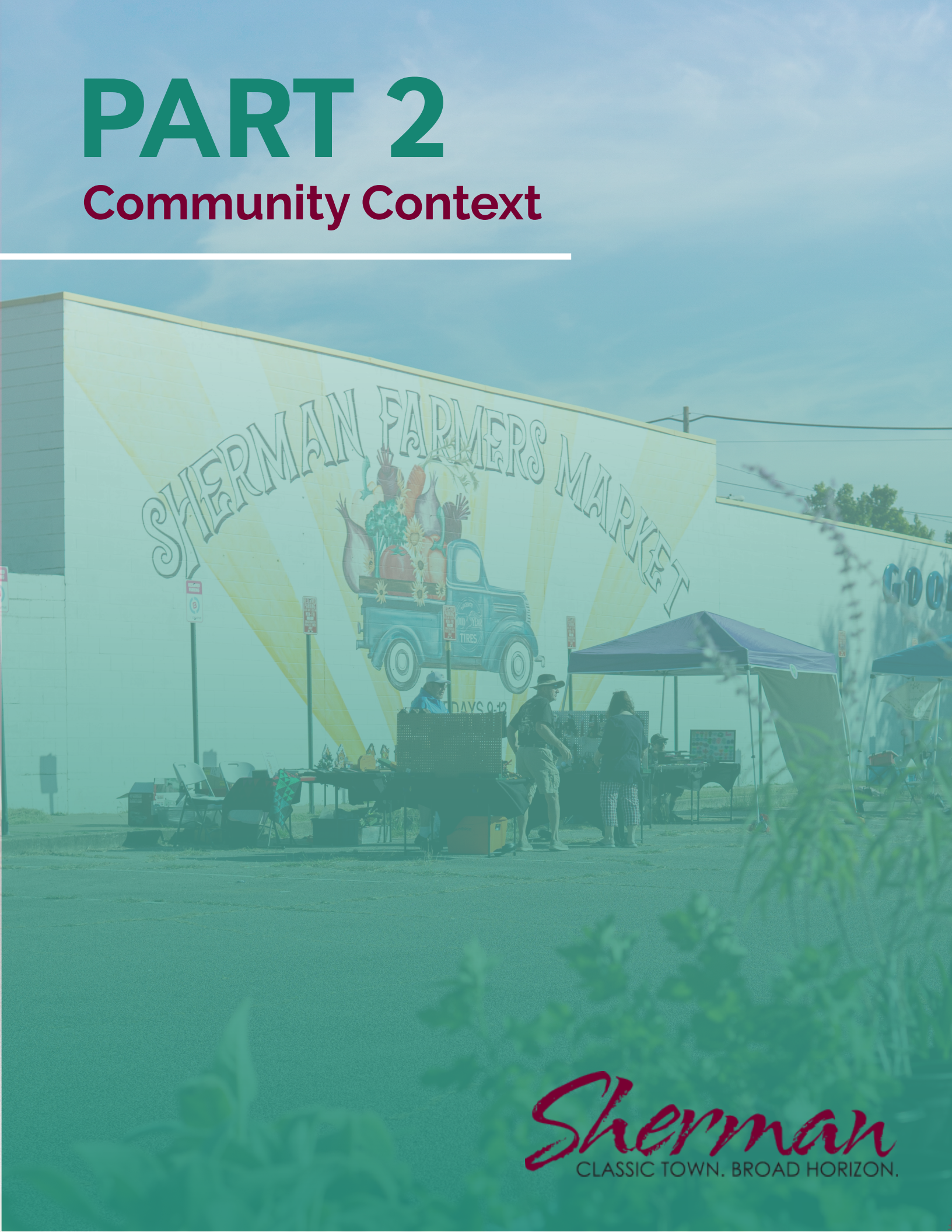
PART 2

Community Context



Sherman
CLASSIC TOWN. BROAD HORIZON.

Welcome to Sherman!

Throughout its history, Sherman has managed to cultivate and maintain a quality of living and community identity that has contributed to Sherman's attractiveness to new businesses and residents.

Designated as the county seat on March 17, 1846, the town was named for General Sidney Sherman, a hero of the Texas Revolution and one of the state's earliest railroad promoters. Detailed in the book *Grayson County*, by the 1880s Sherman had become "a thoroughly stable community and had pretty well lost all traces of the rawness of the frontier." A public school system was established in 1883, and, along with Austin College, the North Texas Female College, and Mary Nash College, provided Sherman with a wealth of higher education institutions.

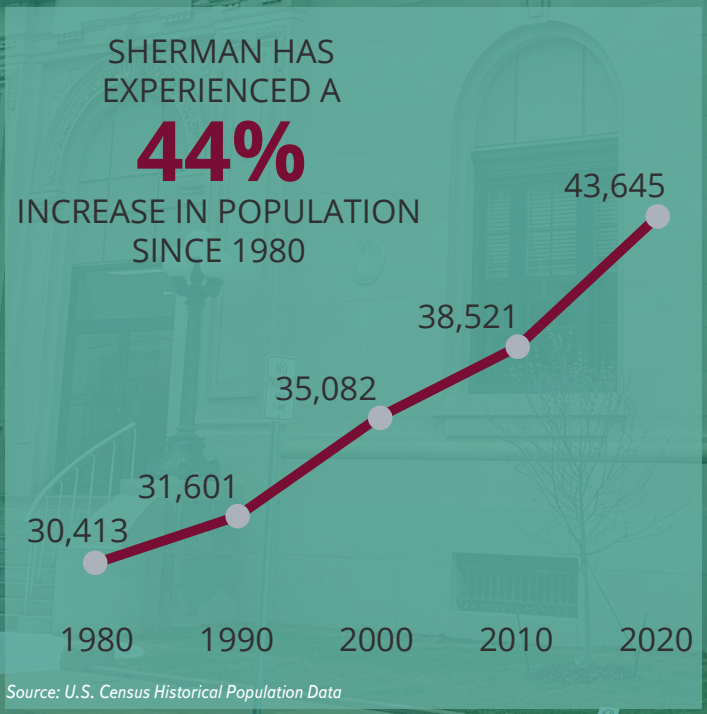
Sherman has experienced continued growth since the 1930's ranging from a 4 to 24 percent population increase each decade. During the 1950s and 1960s, the city saw a surge in industrial growth. Plants that located in Sherman during that period include IBM, Johnson and Johnson, and Texas Instruments. By 1970 Sherman was home to about 40 manufacturing plants which provided jobs and stability to the community.

Once known as the "Athens of Texas" for it's numerous institutions of higher learning, some people are now saying Sherman is the "Silicon Valley of Texas" due to the announcement of multiple silicon chip factories expected to bring over 4,500 new jobs to the city.

Sherman's established history as an employment hub combined with the City's proximity to the Dallas-Fort Worth Metroplex and excellent infrastructure indicates that it will continue to grow.



Historic Downtown Sherman, Texas. Circa early 1900's
Source: City of Sherman



Source: U.S. Census Historical Population Data

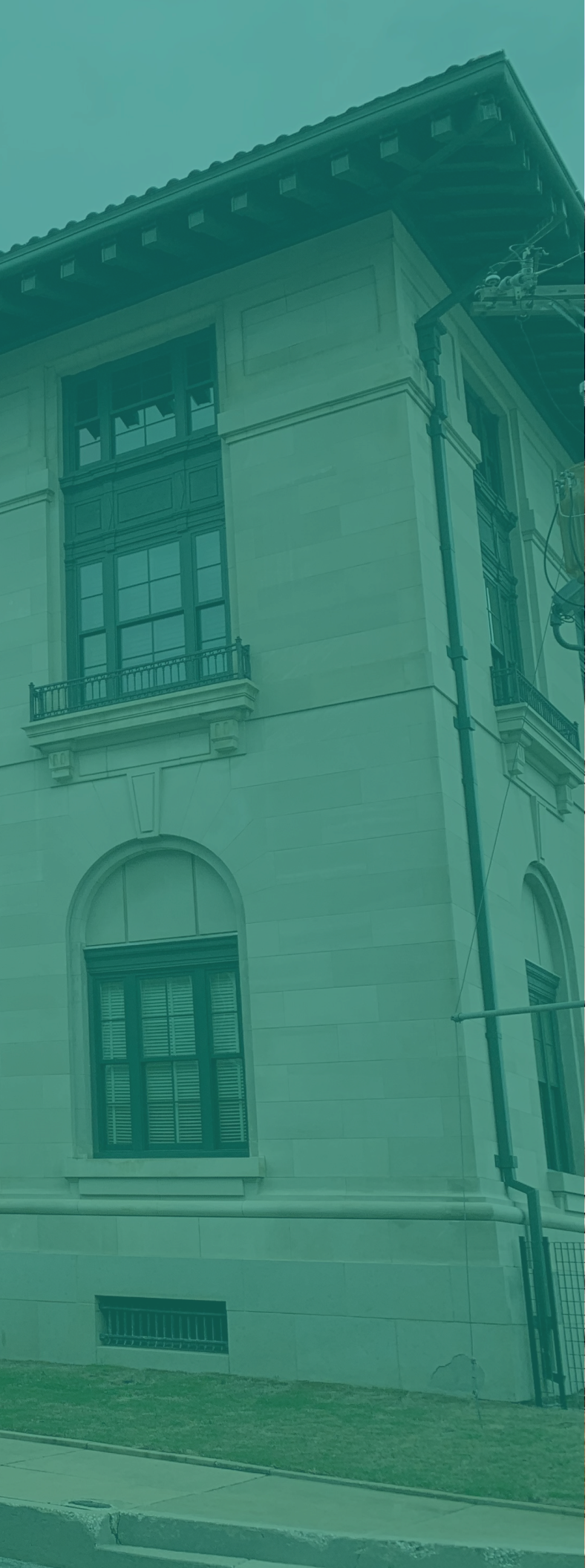


FIGURE 2.1 HISTORICAL TIMELINE

1846 — *Sherman was founded*

Sherman is relocated 4 miles east from its original location, to its present day location — **1847**

1872 — *Houston and Central Texas Railway built railways through Sherman*

Austin College moves from Huntsville to Sherman — **1876**

1883 — *Sherman Public School System established*

Tornado passed through southern and western sections of Sherman — **1896**

1901 — *First interurban railway in Texas was built between Sherman and Denison and was later extended to Dallas*

Sherman racial riot burns courthouse and Sherman's Black district — **1930**

1948 — *Perrin Air Force Base reactivated*

Sherman is home to about 40 manufacturing plants — **1970**

Texas Instruments breaks ground on $30 billion manufacturing plant — **2022**

Regional Context

The City of Sherman is located in the northern Blackland Prairie ecoregion of Texas on the edge of the North Central Plains and Coastal Plains of Texas. Shown in Map 2.1, *Regional Context* to the right, the City is located between the Oklahoma border (Red River) and the Dallas-Fort Worth (DFW) Metroplex along the US Highway 75 (US-75) corridor. From a larger regional context, Sherman is located between the urban areas of DFW (70 miles to the south) and Oklahoma City (180 miles to the north).

Sherman is also part of the Texoma region which is defined as the area on either side of the Texas and Oklahoma border along the Red River valley, in particular the eight counties around Lake Texoma. Much of the population is concentrated in the Sherman—Denison Metropolitan Statistical Area. Sherman is also 10 miles south of Lake Texoma, one of the largest reservoirs in the State of Texas and is well-known for its champion bass fishing, sailing, camping and hiking.

Sherman's regional proximity to urban areas, the availability of undeveloped land, and the ease of access to roadways like US-75, US-82, and US-69 (30 miles west) are positioning the community for continued growth.

43,645

people in Sherman (2020)

70

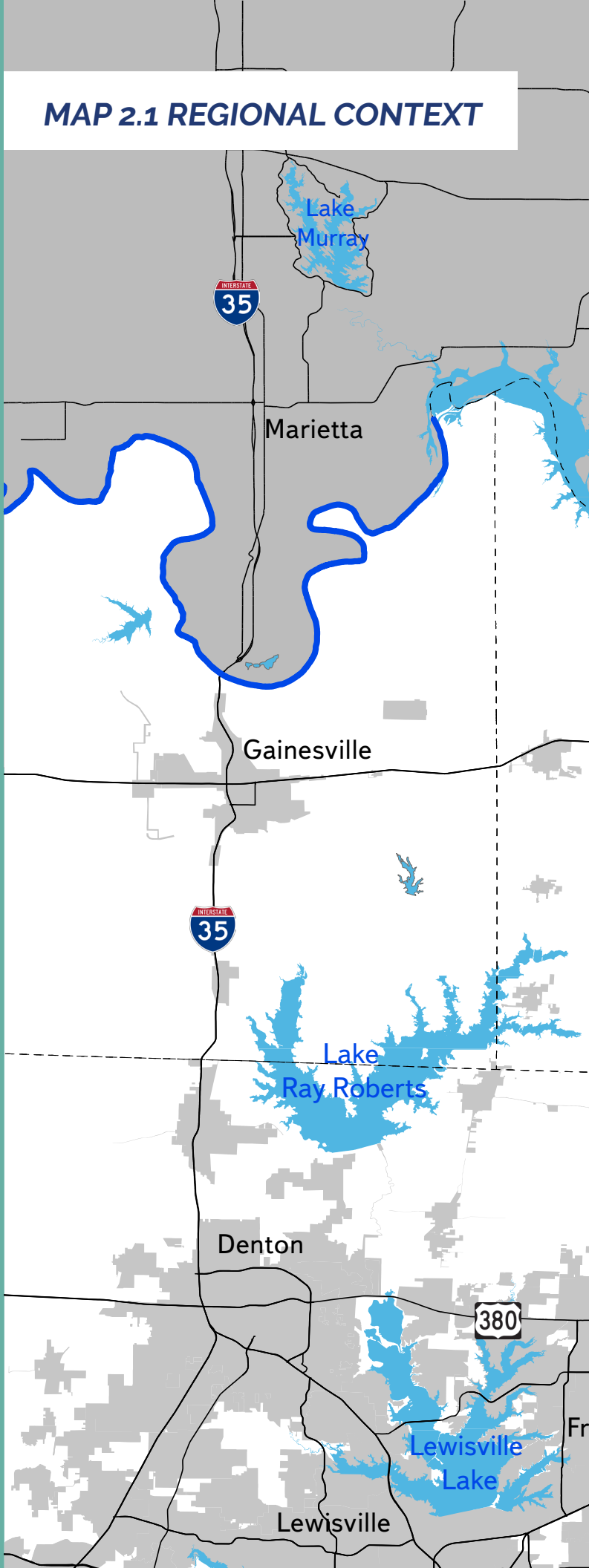
miles from Dallas-Ft. Worth

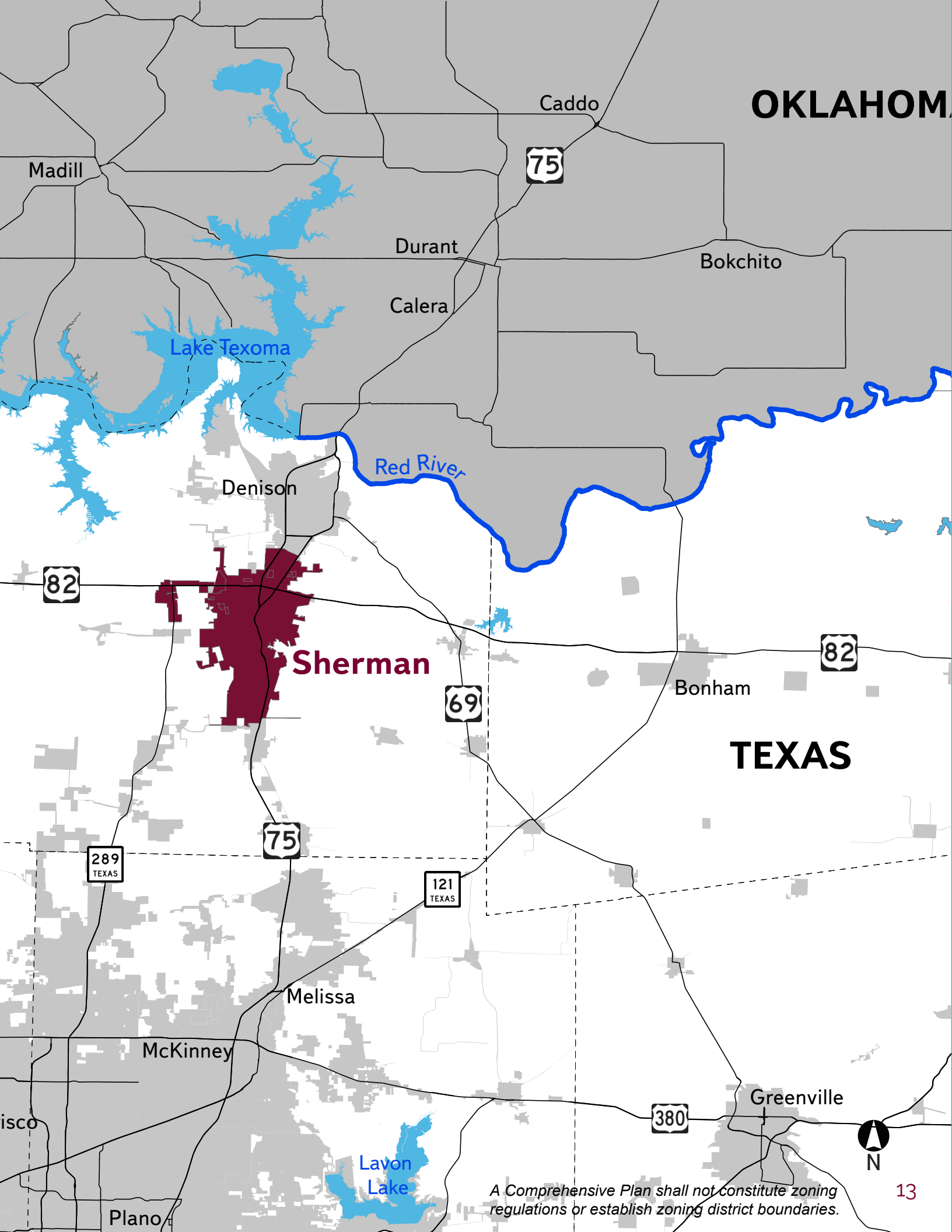
21

Average travel time to work (in minutes)

Source: U.S. Census Bureau, 2020 American Community Survey 5-Year Estimate

MAP 2.1 REGIONAL CONTEXT





A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

Planning Area

The planning area for the Sherman Comprehensive Plan is shown in **Map 2.2, *Planning Area*** and is 63 square miles. The planning area is the incorporated area of the City of Sherman (the city limits), as well as the extraterritorial jurisdiction (ETJ).

CITY LIMITS

The Sherman city limits are approximately 47 square miles. The boundaries of the city limits change as voluntary annexations occur. The city limits is the area where Sherman has the ability to enforce the power given to Home Rule municipalities by the State of Texas. Within the city limits, Sherman provides water and wastewater, enacts zoning, subdivision and building regulations, and provides police and fire services.

ETJ

The ETJ is the area 2 miles out from the city limits. This is the area that could be annexed by the City. As the city limits expands, the ETJ also expands in proportion. The ETJ boundary also expands when certain population thresholds are reached, in accordance with Texas state statutes. In the ETJ, the City has the ability to enforce subdivision regulations. When the population of Sherman reaches 50,000, the ETJ boundary will extend to 3.5 miles.

COMMUNITY SNAPSHOT

Pages 16 and 17 present a brief overview of demographics and trends in Sherman from 2020, which is the most recent US Census data available during the development of this plan.

POPULATION PROJECTIONS



New housing development in Sherman

According to the US Census, between 2010 to 2020, Sherman had an average growth rate of 13 percent. Based on the regional conditions and the planned developments in Sherman, it is highly likely that this growth rate will continue or increase in the near future.

On page 16 the population projections graph illustrates four different projections for Sherman's population growth. The orange "Development Pipeline" estimate was based off planned residential developments coming to Sherman, factoring in vacancy rates and average household size. The maroon "TWDB" estimate is derived from the population projections from the Texas Water Development Board for the City of Sherman. The final blue and green estimates are based off the historic trend of Sherman representing a consistent 30% of Grayson County's population. This percentage was used to extrapolate future Sherman populations based off the TWDB and Texas Demographic Center (TDC) population projections for Grayson County.

GROWTH AND DEVELOPMENT CONSTRAINTS

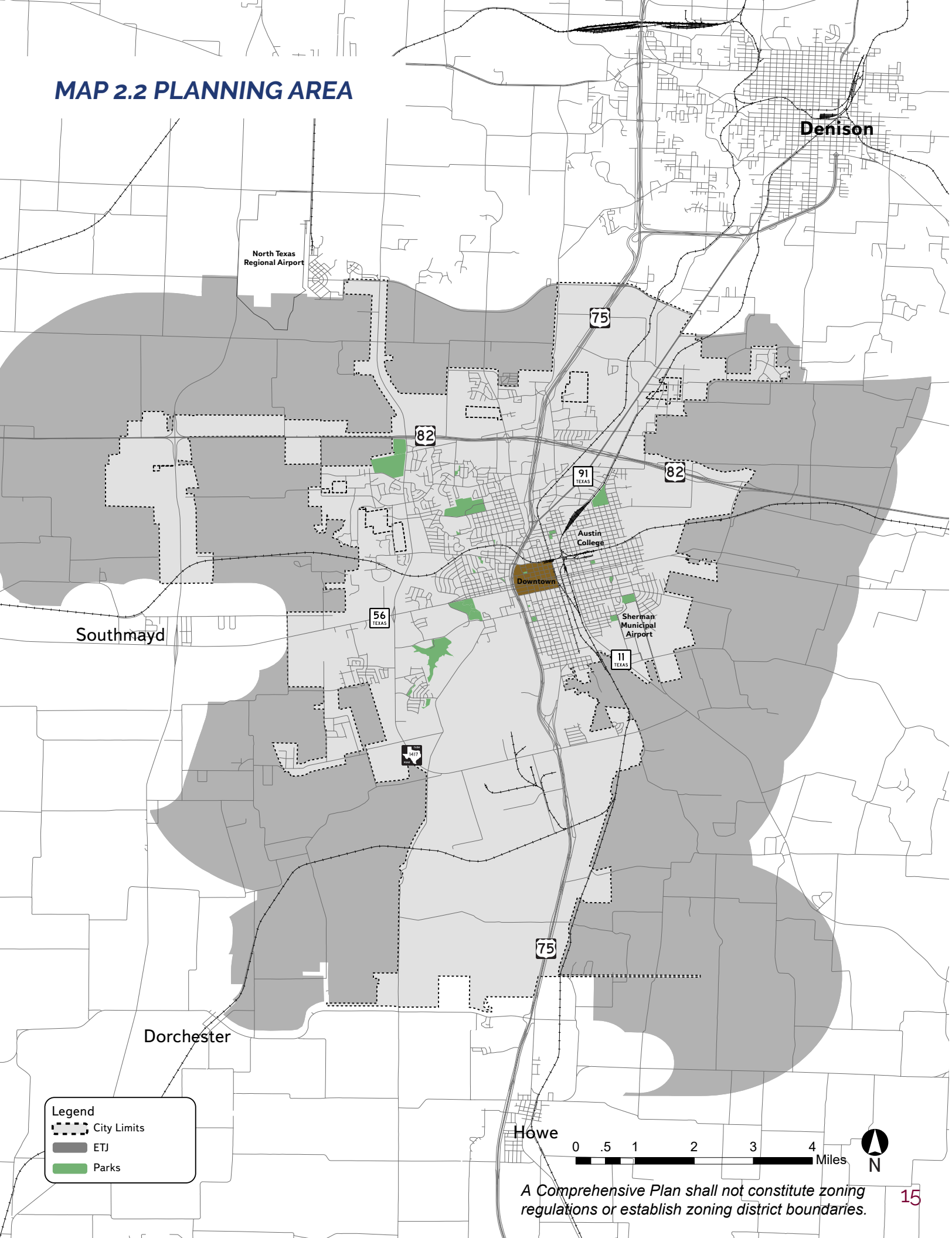
ENTITLED PROPERTY

As of the date of this plan, there are approximately 20,000 planned residential lots in the Sherman planning area. Overall, with these types of numbers, this means that Sherman is on the verge of rapid growth. Generally, these lots are subject to regulations that were adopted prior to the development of this plan. However, the development constraint occurs when these properties, which are scattered throughout the planning area, begin to develop and are not in conformance with this plan's vision. It is critical that these developments are woven into the land use pattern as the areas around them begin to develop.

SURROUNDING MUNICIPALITIES

The surrounding municipalities of City of Howe (to the south) and City of Denison (to the north) create growth constraints. Southmayd and Dorchester are on the west and provide a barrier to growth to the southwest of Sherman. The city limits of these communities abut Sherman's city limits to the north, south, and southwest. This means that the city limits of Sherman will not expand north and south along US-75, except to fill in gaps, and will likely not expand west.

MAP 2.2 PLANNING AREA



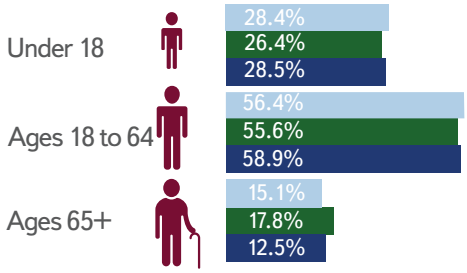
A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

Community Snapshot

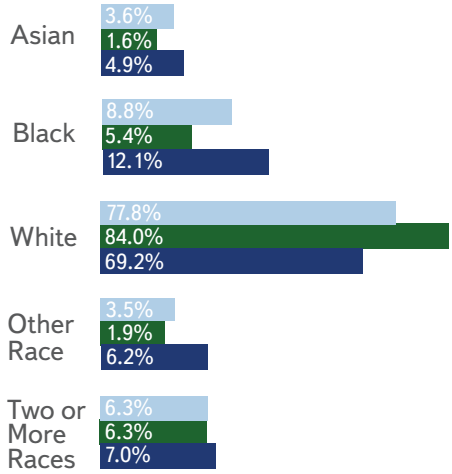
Overall Population (2020)

City of Sherman
43,645
Grayson County
135,543
Texas
29,145,505

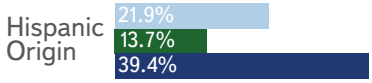
Population by Age (2020)



Race (2020)



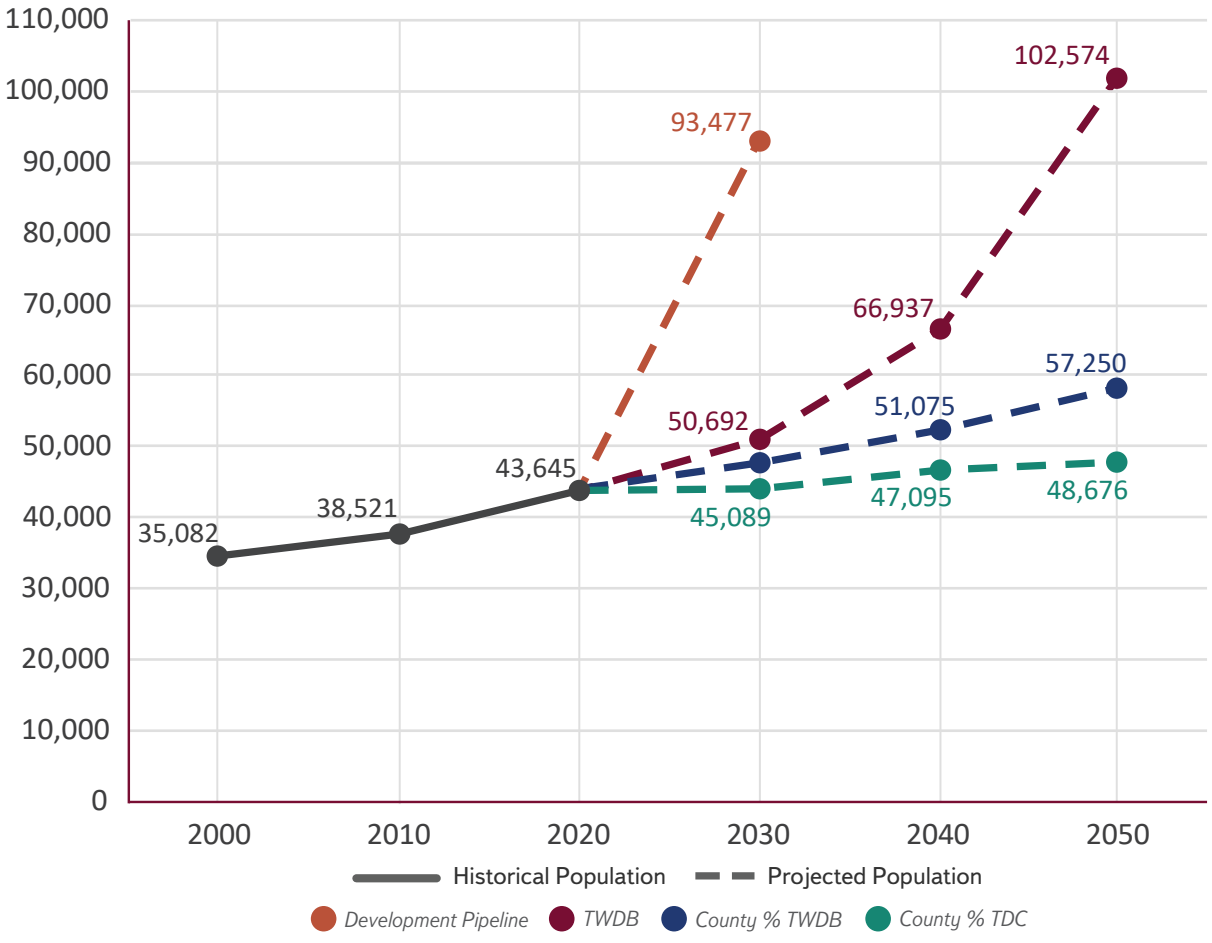
Ethnicity (2020)



City of Sherman | Grayson County | Texas

Population Projections

(see page 14 for a description of the population projection methods used.)



Median Home Value

City of Sherman
$131,300
Grayson County
$152,400
Texas
$187,200

Median Household Income

City of Sherman
$50,627
Grayson County
$58,296
Texas
$63,826

Average Household Size

City of Sherman
2.87
Grayson County
2.73
Texas
2.98

Employment Rate

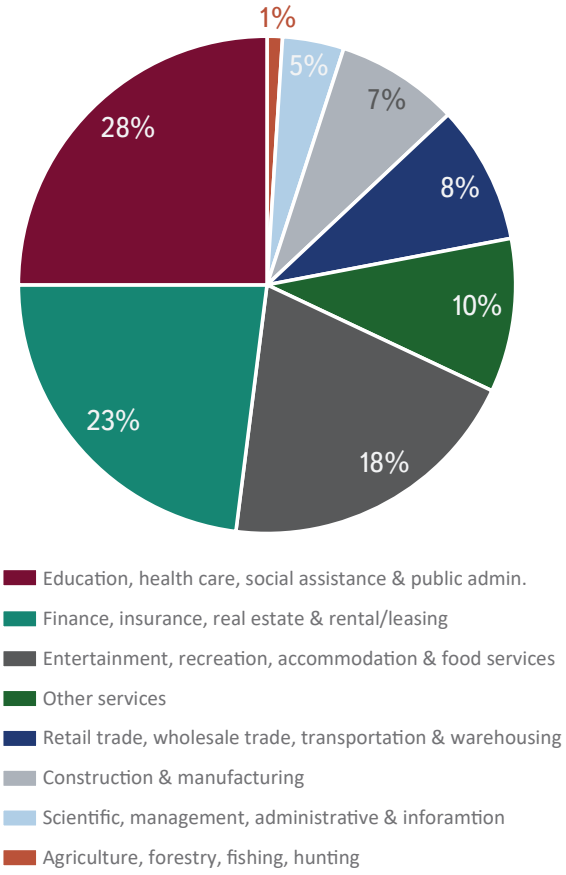
City of Sherman
60.8%
Grayson County
59.5%
Texas
61.0%

Families Below The Poverty Line

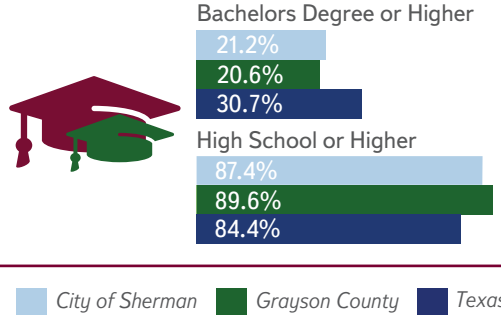
City of Sherman
12.1%
Grayson County
8.6%
Texas
10.9%

Source (all figures): U.S. Census Bureau American Community Survey 2020

Sherman Industries



Educational Attainment



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PART 3

Community Engagement

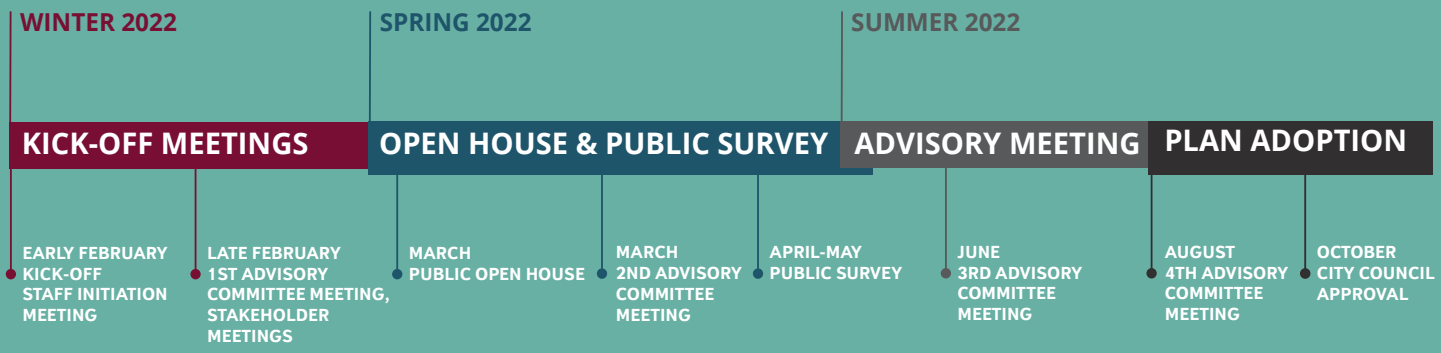


Sherman
CLASSIC TOWN. BROAD HORIZON.

Community Engagement Summary

To ensure that this plan embodies the vision of the community, an extensive public engagement process was completed to identify the needs and desires of the community. The information collected during this process created the foundation for this plan as well as the Trails Master Plan which was developed at the same time. Community engagement efforts for both plans were combined and both plans were developed simultaneously.

FIGURE 3.1 PLAN TIMELINE



STAKEHOLDER MEETINGS

A series of virtual stakeholder meetings were held during the beginning of the public engagement process for these plans. Information collected during these meetings helped shape the community survey and open house questions and generated ideas that could be incorporated later as recommendations. Three stakeholder meetings were conducted over two days with stakeholders being divided into groups by their area of expertise and/or interest. Below is a brief summary of takeaways resulting from all of the stakeholder meetings.

KEY TAKEAWAYS

- City and school district have good working relationship
- Lack of fun things to do for youth
- More pedestrian connections needed between Austin College and Downtown
- Need more high paying jobs
- Need more development on East side (grocery store, housing, etc.)
- Being a one high school town keeps the community connected and close-knit
- Lack of things to do (Entertainment, dining, shopping, etc.)
- Make Downtown a destination
- Unique identity from other nearby cities
- Need better infrastructure
- Regional and local connectivity
- Good base of volunteers to help with trails
- City of Sherman currently unsafe for pedestrians and cyclists
- Abandoned railroad is a good opportunity for trails
- Prioritize children, safe routes to school

ELECTED & APPOINTED OFFICIALS

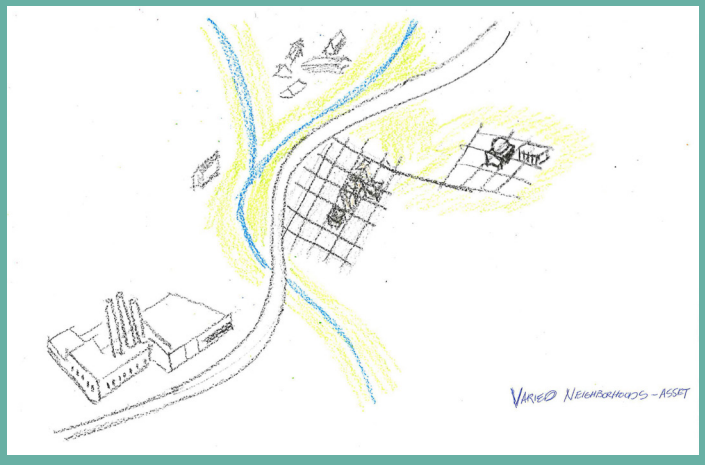
A full day was spent conducting individual 1-hour interviews with all City Council Members and the Mayor of Sherman. These interviews were used to gather input from City Council members about specific issues important to them and their constituents.

ADVISORY COMMITTEE

The Advisory Committee met at key intervals throughout the process to provide invaluable input and guidance for both the Comprehensive Plan and the Trails Master Plan. Through a series of four meetings, the sixteen-person CPAC guided the development of the plan by identifying and evaluating issues and needs, assisting with setting priorities, and providing comments on the plan's preliminary and final recommendations.

MEETING SUMMARIES

1. The purpose of this meeting was to introduce the plan, Halff team, and committee members.
2. Attendees identified top priorities and community issues through a Strengths, Opportunities, Aspirations, and Results (S.O.A.R.) analysis; "What does Sherman mean to you mapping" exercise; and, conducted a Focus Area activity which highlighted Downtown, trails, and general development.
3. This meeting covered goal and action creation as well as prioritization for recommendations and two hands-on future land use and trail corridor mapping exercises.
4. The CPAC reviewed and revised the final draft plan before recommending to City Council for adoption.



Hand drawn interpretation of the City of Sherman depicting the industrial, downtown and Austin College.



The second Advisory Committee meeting held on March 29th, 2022.





The Advisory Committee completing mapping exercises where they drew their own map of Sherman showing significant places to the community.

PUBLIC OPEN HOUSE SUMMARY

An in-person open house was held in the Sherman Municipal Ballroom, on March 28, 2022, to solicit initial community input for the development of the Comprehensive Plan and Trails Master Plan. Individuals were asked to provide feedback on a number of topics which had been identified as key issues during the kick-off meetings. Door prizes were given out by the City of Sherman to encourage attendance. Open house attendees were asked to express their opinions by placing stickers next to priorities or writing thoughts on post-it notes. The outcomes of the open house engagement identified trail connectivity, downtown living, and a concern for updated infrastructure and streets as top priorities.

72

participants attended the event

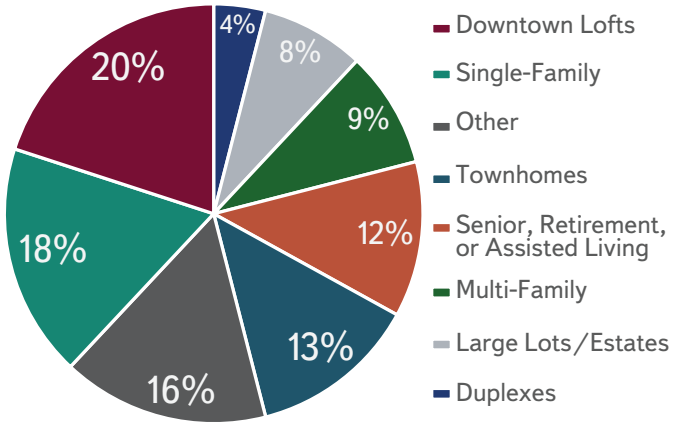


Residents of Sherman give input at the public open house held on March 28th, 2022.



Residents of Sherman give input at the public open house held on March 28th, 2022.

TYPE OF HOUSING MOST NEEDED IN SHERMAN



TOP THREE PRIORITIES FOR THE FUTURE OF SHERMAN

1. Parks & Trails

2. Downtown as a Destination

3. Other

ONLINE SURVEY SUMMARY

An online survey was available to the public to gather community input for the development of the Comprehensive Plan and Trails Master Plan. The survey was available from April 14, 2022 through May 22, 2022 and administered in both English and Spanish. The survey was offered online and the opportunity was given to complete the survey at a community event. The focus of the survey was to gain an understanding of the desires of residents for the future of Sherman.

The 26-question survey included a variety of topics such as demographics, overall quality of life, satisfaction with City services, transportation, housing and neighborhoods, economic development, community development, and priority issues.

Prizes were given out by the City of Sherman to encourage participation across the community. The public input received during this effort was an important source of information for developing the community vision and priorities. A full copy of the survey in English is provided in the ***Appendix***.

1,653

survey responses collected

TOP FIVE AREAS OF IMPORTANCE

RANKING	AREAS OF IMPORTANCE
1	HOUSING AFFORDABILITY
2	QUALITY SCHOOLS AND EDUCATION
3	QUALITY NEIGHBORHOODS
4	EMPLOYMENT OPPORTUNITIES
5	ACCESS TO HEALTHCARE

TOP THREE MOST SATISFIED AREAS OF CITY PERFORMANCE

1. Encouraging economic growth

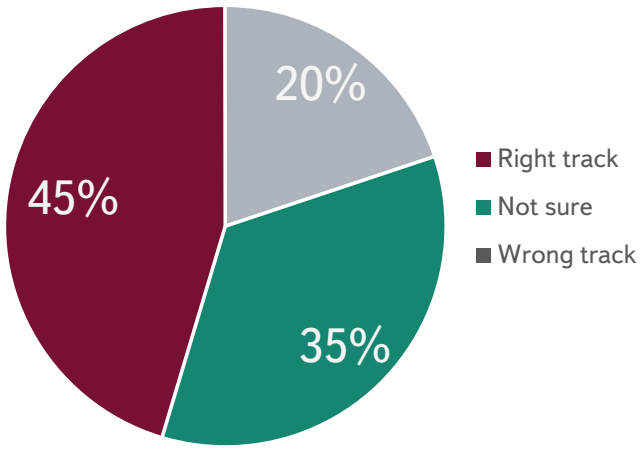
2. Community events and festivals

3. Quality of parks and recreation

WHAT DO YOU LOVE ABOUT SHERMAN?



DO YOU FEEL THAT SHERMAN IS ON THE RIGHT TRACK WITH RECENT GROWTH AND DEVELOPMENT?



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PART 4

Guiding the Future



Framework for the Future

Sherman has many positive attributes and qualities that position the city well for the future. In a fast-growing environment, the churn of energy and challenge is real, with much conversation and opinion about how to move forward. The community's vision for the future calls for action that will produce economic strength, community vitality, and quality development. This vision has shaped the basis of the plan recommendations in this section.

The framework for this community agenda is organized around the following focus areas: Housing and Neighborhoods, Land Use and Design, Mobility, and Livability.

This section identifies a series of strategies to accomplish the goals set for these four focus areas over time. It is understood that not every strategy will be completed in the near-term or, in some cases, throughout the time horizon of this plan. As such, ***Part 5, Implementation,*** sets out a prioritized implementation action plan which provides more clarity for the specific action steps needed to achieve the strategies.

PLAN GOALS

There is one community goal associated with each of the four focus areas in the comprehensive plan that are intended to guide the associated strategies and actions. These goals, outlined on the following pages, represent broad topics of equal importance that will guide the Sherman action plan over the next five to ten years. Each goal is summarized as a statement of desired outcomes, which can be viewed as a commitment for the community to achieve as the plan is implemented.

It is important to note that the plan goals are not ranked in order of importance or priority. The priorities and timing of associated actions necessary to achieve the goals are detailed in the Implementation tables contained in ***Part 5, Implementation.*** It is intended that the City of Sherman will take action and respond to community needs on each of these goals during implementation. While there will be changing priorities over time, with shifting order of magnitude, these goals will be enduring and constant throughout the time frame of the plan.

The community goals build on the vision and engagement that provided the framework for the community agenda. This should start with the leadership of the City government, yet should include the citizens, local businesses, civic organizations and partnering entities in participation together to work towards these outcomes. This section and the subsequent implementation section are presented hand-in-hand to guide the community with action-oriented steps towards the future.

Downtown Sherman at night



FIGURE 4.1 COMPREHENSIVE PLAN FOCUS AREAS



PLAN RECOMMENDATION FRAMEWORK

- **Focus Areas** – organizational area to group strategies and actions through specific focal elements
- **Goals** – broad statements of desired community outcomes/ achievements
- **Strategies** – policies and objectives designed to achieve goals
- **Actions** – action steps used to accomplish the goals and strategies

GOAL 1 | Housing & Neighborhoods

SHERMAN BUILDS LONG-TERM NEIGHBORHOOD INTEGRITY WITH A BALANCED, DIVERSE MIX OF HOUSING THAT SUPPORTS THE PRESERVATION AND CREATION OF QUALITY, AFFORDABLE HOUSING.

Feedback from the public engagement process indicated housing affordability was the highest priority. Generally, affordable housing is defined as housing that is built to last and both suitable and affordable for people from all walks of life. The cost of housing is typically determined by the marketplace's tolerance. However, cities do have a role in affecting prices by regulating density, product types, and community desirability. Sherman can position itself to adapt to changing market conditions and promote housing affordability by encouraging diversity in housing products and defined density in appropriate locations. It will be critical for Sherman to balance affordable housing needs with quality home construction, location, and appropriate densities. With over 40,000 acres designated for neighborhoods on the Future Land Use Plan, it is critical for these neighborhoods to be "complete neighborhoods."

COMPLETE NEIGHBORHOODS

Vibrant and economically successful cities are comprised of strong, cohesive neighborhoods, woven together by thriving commercial corridors, and punctuated with schools and lively "centers" or "activity nodes." Well-designed neighborhoods that have stood the test of time exhibit key characteristics and include many of the following features:

- Equal prominence of pedestrian and vehicular circulation
- Variety of dwelling types
- Convenient access to schools, recreation, and daily conveniences
- Efficient street layouts with connectivity to major streets and other neighborhoods
- Cohesive visual identity
- Landscaping, conservation areas, and/or greenbelt and trails

STRATEGIES

STRATEGY 1.1: *Continue to partner, and find new partnerships, with local and regional organizations to support affordable housing initiatives.*

STRATEGY 1.2: *Invest in programs that allow Sherman residents the opportunity to become invested in their community through housing.*

STRATEGY 1.3: *Pursue affordability and diversity in the Sherman housing market.*

STRATEGY 1.4: *Update the land development code to support housing that has well-defined character, compatibility with adjacent uses, and balanced density.*

STRATEGY 1.5: *Protect and enhance existing neighborhoods and housing stock.*



Examples of existing housing in Sherman

FIGURE 4.2 ELEMENTS OF A COMPLETE NEIGHBORHOOD

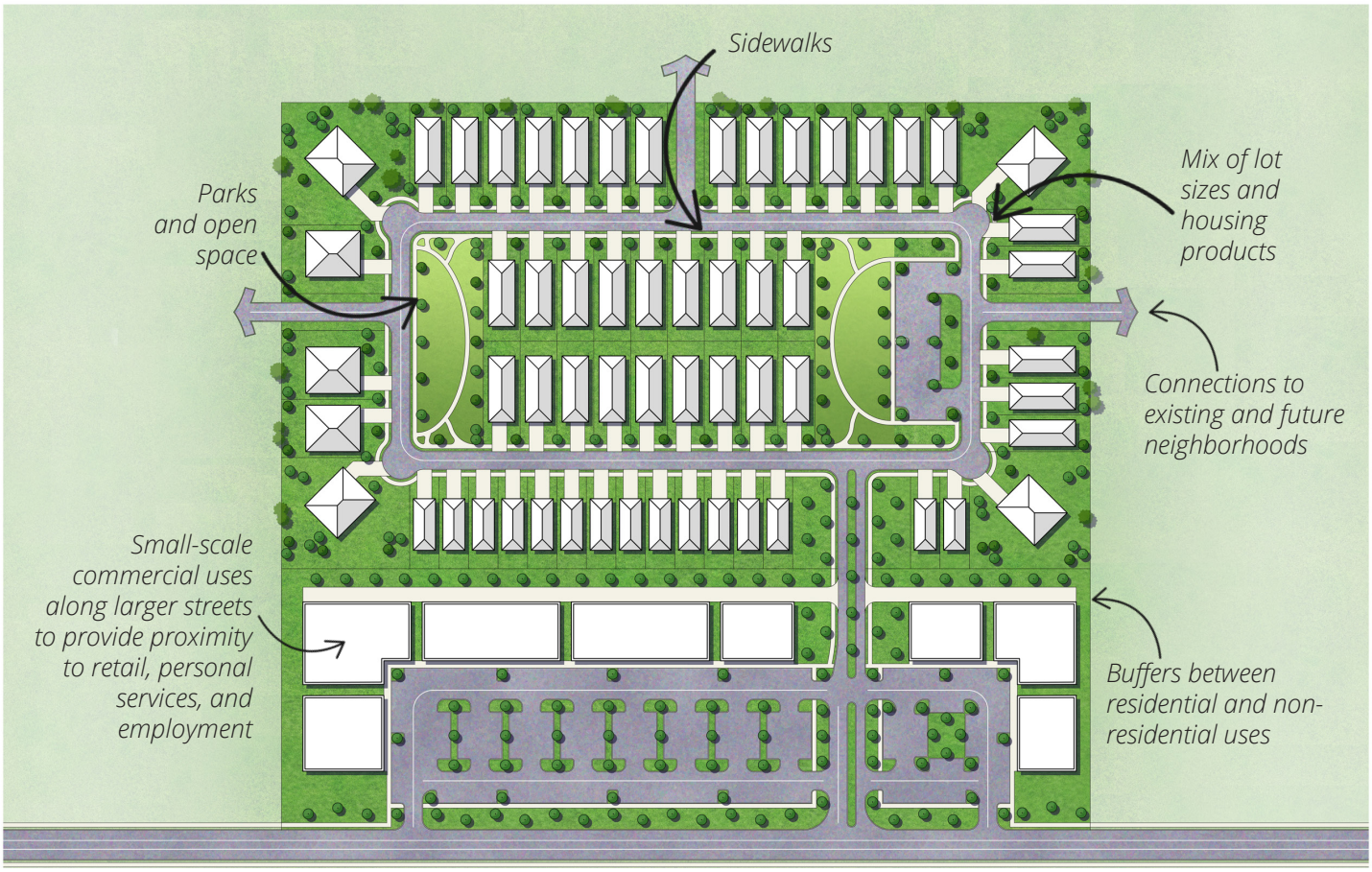


FIGURE 4.3 CONSERVATION SUBDIVISION



CONSERVATION SUBDIVISION DESIGN CAN ACHIEVE THE SAME OR GREATER DEVELOPMENT YIELD THAN TRADITIONAL DEVELOPMENT WHILE MAINTAINING RURAL CHARACTER.

GOAL 2 | Land Use & Design

SHERMAN PROMOTES HIGH QUALITY, BALANCED, AND FLEXIBLE DEVELOPMENT PATTERNS THAT SUPPORTS EXISTING RESIDENTS AND MANAGES FUTURE GROWTH IN A FISCALLY SUSTAINABLE MANNER.

To grow how the community desires, Sherman must remain focused on quality development and balanced land use. Quality development is defined as development which is aesthetically pleasing, adds value to the community, and fits cohesively into the city's adopted future land use map. The Future Land Use Map graphically depicts the preferred patterns of future development and is to be used as a tool to guide staff, elected and appointed officials, and the development community during times of decision-making. **Map 4.1, *Future Land Use*** and associated descriptions capture the community's values and envisioned future regarding how, when, and where Sherman should grow over the next 10 years and beyond. It covers all areas within the city limits and the City's ETJ. The map was derived using feedback from the public engagement process.

STRATEGIES

STRATEGY 2.1: *Adopt and ensure the consistent application of the Future Land Use Map to guide the growth and development of Sherman.*

STRATEGY 2.2: *Maintain and update development codes to achieve the community's desired character and quality.*

STRATEGY 2.3: *Support placemaking efforts that enhance the community character of Sherman.*

STRATEGY 2.4: *Ensure effective communication with developers regarding regulatory requirements and implementing the vision of the community.*

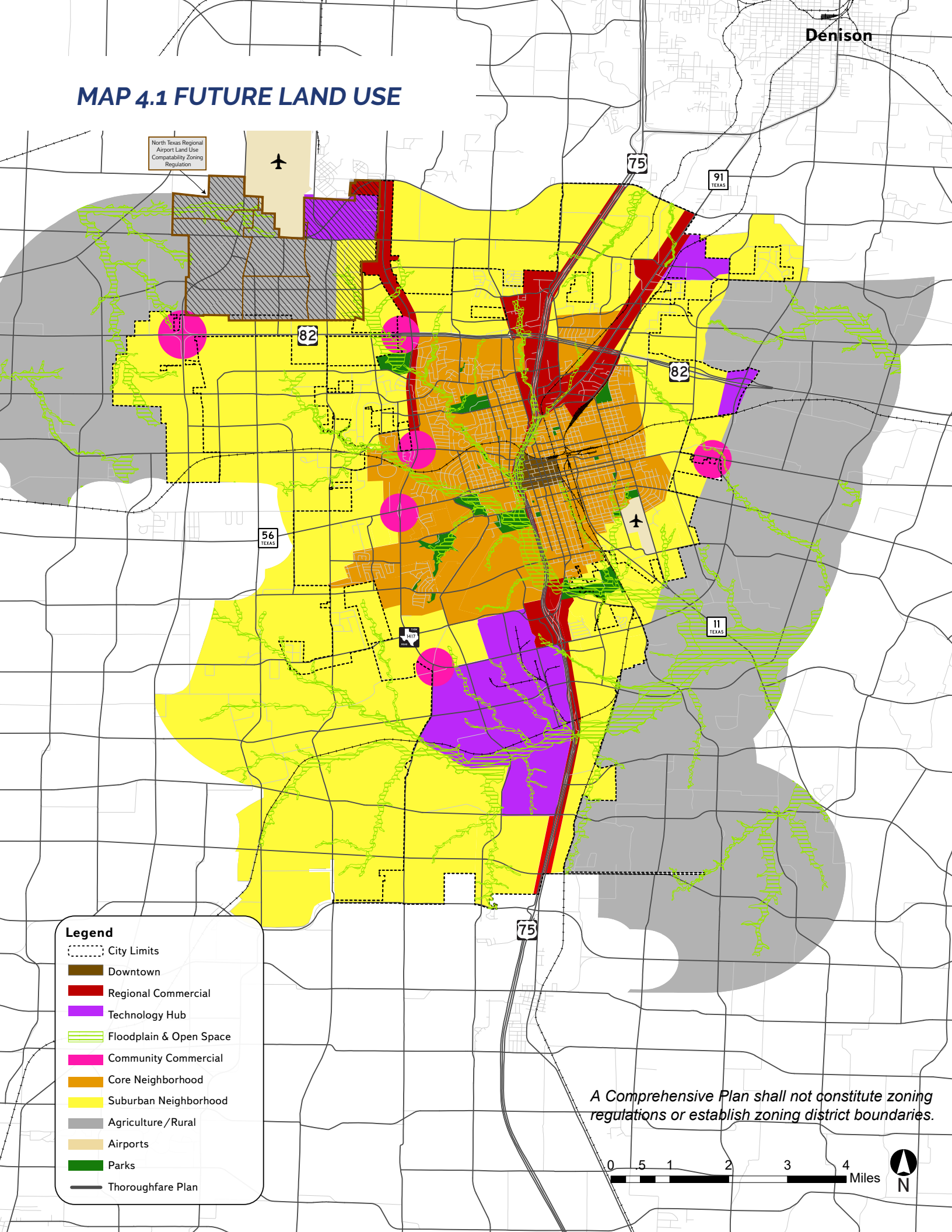
STRATEGY 2.5: *Develop gateway features and wayfinding that delineate the boundaries of the city and guide visitors to key destinations.*

FUTURE LAND USE DESIGNATIONS AND DESCRIPTIONS

The future land use descriptions, starting on page 32, provide further information about the purpose of these different areas of the community, including:

- **Intent & Character:** This subsection provides a general description of the intended character of development.
- **Appropriate Land Use Types:** This subsection provides guidance on the primary, and in many cases, secondary uses which may be appropriate in certain areas of the city and to update zoning district regulations.
- **Compatible Zoning Districts:** This subsection provides guidance as to which established zoning district(s) may be most appropriate to implement the intent of the future land use category. In many cases, improvement to the City's regulations may be warranted to fully achieve the envisioned character.
- **Considerations:** This subsection provides guidance on proposed locations and development qualifiers which may be appropriate during zoning requests, development approvals, as well as during subsequent updates to the City's regulations.

MAP 4.1 FUTURE LAND USE



Future Land Use Descriptions

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

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.



Example of high density lofts in Sherman



Example of existing suburban development in Sherman

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

COMMUNITY COMMERCIAL

Intent & Character

The Community Commercial category is intended to promote smaller-scale commercial uses that are integrated into the community. These uses should be compatible with residential development and should provide necessary goods and services to residents. Many of the uses encouraged by this category can be similar to Regional Commercial, but should be developed in a much smaller and community-compatible scale.

Appropriate Land Use Types

- Retail and Restaurants
- Grocery Stores
- Professional Offices/Services
- Personal Services
- Childcare

Compatible Zoning Districts

- Neighborhood Commercial
- Retail Business
- Office

Considerations

- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



Sherman Town Center on US-75 is an example of Regional Commercial

TECHNOLOGY HUB

Intent & Character

The Technology Hub category is intended for areas of the community that are dedicated to large-scale employment uses. These areas are generally located north and south, anchored by the airport and Texas Instruments, respectively. These areas contribute to the community by providing a tax base and employment opportunities.

Appropriate Land Use Types

- Manufacturing
- Research and Development
- Warehousing and Distribution
- Multi-Family

Compatible Zoning Districts

- Light Manufacturing
- Heavy Manufacturing
- Multi-Family Residential (MF-15 and MF-30)

Considerations

- Multi-family uses can support employment uses and provide housing variety in the community. These uses should be integrated into planned developments.
- Industrial uses should be ones that are primarily operated inside.
- Outdoor storage should be limited and screened from public view.

FLOODPLAIN & OPEN SPACE

Intent & Character

The Floodplain & Open Space category is intended to preserve areas to handle stormwater and provide open space corridors for passive trail and recreation activities. These areas are not suitable for land development projects and buildings but may become future parkland managed by the City. These green corridors help protect the community from flood hazards and property damage and offer opportunity for trees, trails, and community connection. It should be noted that floodplains and floodways are regularly adjusted and reevaluated so the boundaries depicted for this land use category on the map should subsequently be interpreted as fluid.

Appropriate Land Use Types

- Parks
- Trails
- Open Space

Compatible Zoning Districts

- All zoning districts

Considerations

- These areas should be located throughout the community and incorporated into new developments.
- There are opportunities for trails, trailheads, and stream crossings throughout floodplain corridors that should be constructed or funded in coordination with adjacent development projects.



GlobiTech, Inc, a key employer in Sherman's Technology Hub area

DOWNTOWN

Intent & Character

The Downtown category is intended to promote the redevelopment of Downtown Sherman. This area has many aspects to consider like mix of uses, historic and cultural elements, aging buildings and infrastructure, and the pedestrian experience. This area should be guided by a Downtown Master Plan that provides uniquely tailored action steps for the area.

Appropriate Land Use Types

- Residential (upper-story, multi-family)
- Retail and Restaurants
- Entertainment
- Office (preferably on the second floor and above)

Compatible Zoning Districts

- Multi-Family Residential (MF-15 and MF-30)
- Office
- Retail Business
- Neighborhood Commercial

Considerations

- Land uses in downtown should be balanced to promote activity during business and evening hours.
- Residential should be encouraged to support non-residential uses.
- Public facility uses should not be expanded and should be relocated if located in a part of downtown that would be better served by a more dynamic use.

AGRICULTURE/RURAL

Intent & Character

The Agriculture/Rural category is intended for areas of Sherman that are not anticipated for development within the next ten years. These areas are generally located in the ETJ and do not have adequate utilities planned to serve development. Development in this category will generally be served by well water and on-site sewer facilities. It is intended that as development and utilities move further out, these areas should be re-evaluated and assigned an appropriate Future Land Use category during the next comprehensive plan update (or sooner, if needed).

Appropriate Land Use Types

- Large lot residential
- Farming and agriculture

Compatible Zoning Districts

- Residential Agricultural
- Estate Residential

Considerations

- Since a majority of this category is located in the ETJ, use cannot be controlled through the application of zoning. Because of this, the subdivision ordinance should be evaluated to ensure quality subdivision regulations.



Downtown Sherman

GOAL 3 | Mobility

SHERMAN HAS A BALANCED AND DIVERSE TRANSPORTATION NETWORK OF SAFE, CONNECTED, ATTRACTIVE STREETS, TRAILS, AND PATHWAYS.

The purpose of robust mobility planning is to identify and address key transportation issues in the community and make recommendations to help improve community mobility. Much of the credit in a successful transportation system is derived from long-term planning, projection of needs, and wise allocation of resources. Specifically, this means identifying the demand for certain transportation facilities and anticipating future demand as the community expands by area and population. To maintain a higher quality of life for residents and remain competitive, local and regional transportation investments will be necessary commensurate with this growth. Coordinated efforts are needed to ensure that new streets are properly planned and efficiently implemented, and the design character of the streets should correspond with land uses.

A key element of the mobility planning effort is **Map 4.2, *Thoroughfare Plan***. This tool is used by not only City leadership, the Planning and Zoning Commission, and City Council, but also landowners and community builders. This plan provides a long-term outlook for the main thoroughfare connections and extensions as new development occurs.

THOROUGHFARE PLAN MAP

The Thoroughfare Plan Map, **Map 4.2**, identifies the location and type of street facilities that are needed to meet projected long-term growth within the area. It is not a list of construction projects but rather serves as a tool to facilitate the preservation of future corridors for transportation system development. Many of the proposed arterial and collector streets identified on the Thoroughfare Plan Map, especially in the ETJ, will likely not be needed or constructed within the next 20 or 30 years. A key purpose of the Thoroughfare Plan Map is to preserve a general alignment and sufficient width to allow for efficient expansion and improvement of the street system. So that as development occurs in the future, the City can ensure the construction of transportation facilities to serve the needs of the community at that time.

In addition, it provides opportunities for other transportation modes so as not to place a fiscal burden on the community to fund extensive street improvements, which, in turn, require long-term maintenance.

Displayed on the Thoroughfare Plan Map are the proposed general alignments for the extension of existing collectors, arterials and planned new streets.

STRATEGIES

STRATEGY 3.1: *Provide for a safe and well-maintained transportation system in Sherman.*

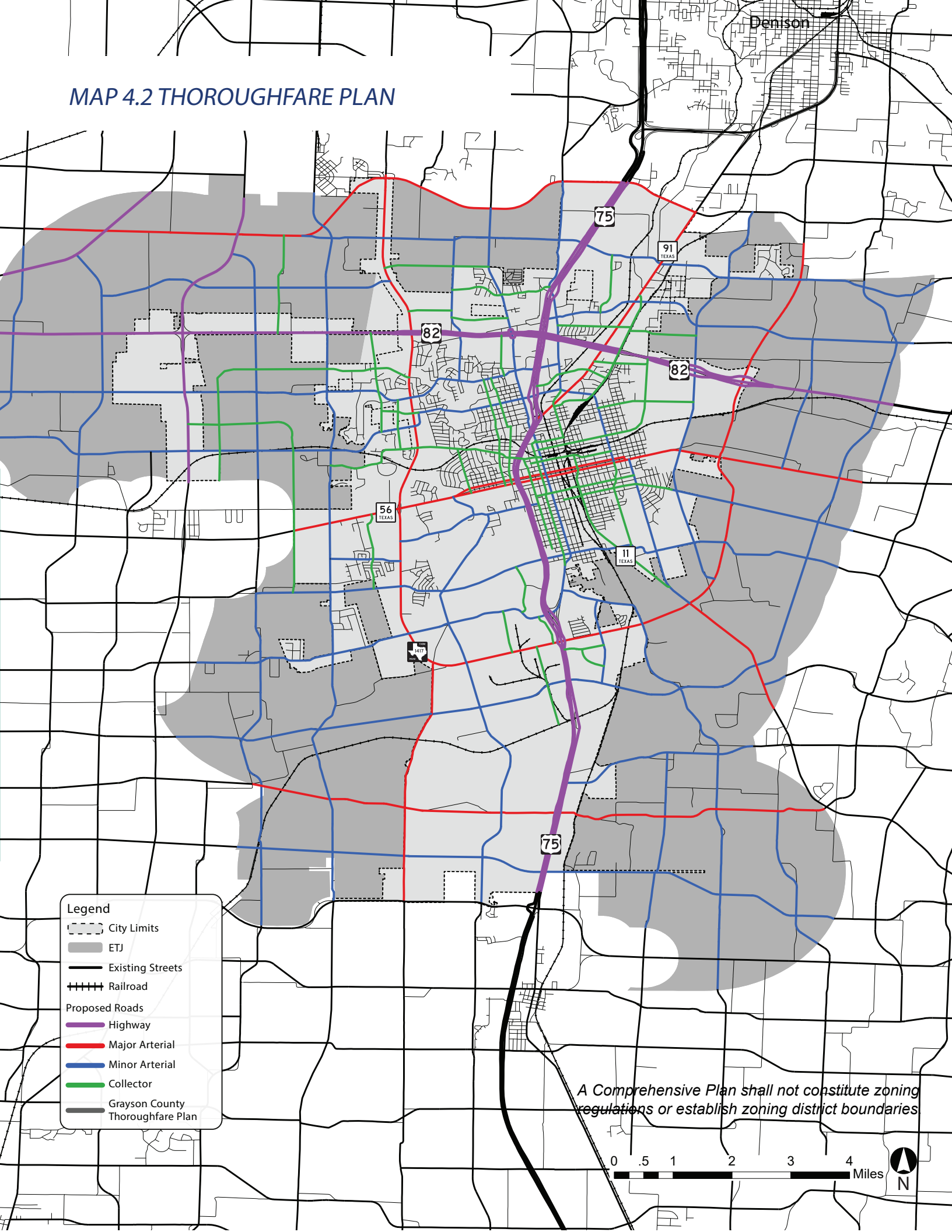
STRATEGY 3.2: *Proactively plan for a multimodal transportation system to reduce congestion and accommodate anticipated travel demand.*

STRATEGY 3.3: *Expand Sherman's transportation system in a context-sensitive manner to respect community character, connectivity, and safety.*

STRATEGY 3.4: *Enhance and expand public transportation options.*

STRATEGY 3.5: *Build a safe, connected community-wide system of trails which create linkages to greenspaces, parks, neighborhoods, and destinations.*

MAP 4.2 THOROUGHFARE PLAN



Issues and Opportunities

A CONNECTED AND SAFE MOBILITY NETWORK

A well-managed and maintained transportation system is paramount to ensuring safe and functional streets on an ongoing basis. While street construction and expansion improvements are important to address existing and future transportation needs, maintenance of existing street facilities will require equal attention of the City. Financial resources dedicated to transportation improvements need to be carefully balanced with basic maintenance and operations of the existing systems of travel. Case in point, streets in the older parts of town have worsened over time and are in need of repair. Some of this decline is inherent to the aging of streets and is simply indicative of the need for continued maintenance. In other situations, associated corridor infrastructure (sidewalks, intersection controls, crosswalks, etc.) was never installed along City streets and need to be constructed.





GREATER WALKING AND BIKING OPPORTUNITIES

Bicycle and pedestrian facilities increase livability and help create a cohesive environment that is interconnected by way of street corridors and a system of bike lanes, trails, and sidewalks. In addition to their practical function of getting people to their destinations, pedestrian and bicycle facilities can help serve some recreational needs in the community. Currently, the private automobile is the primary form of transportation for most individuals in the Sherman area. However, with an aging population and the presence of Austin College, opportunities exist for providing and accommodating alternative modes of transportation including bike and pedestrian facilities.

The Trail Master Plan identifies the location of priority corridors for existing and future bicycle and pedestrian infrastructure in the City of Sherman. It will be important to for the City to focus on the development of these corridors as development occurs or if right-of-way can be acquired in advance of development.

CONNECTIVITY AND CHARACTER-BASED STREETS

A main consideration in building a street network is the physical design of the corridor and its infrastructure elements. Character-based streets are important to ensure that the elements within each streetscape are cost-effective yet with a pleasing design that is calibrated to the transportation needs of the corridor and adjacent development. For instance, the majority of the City's older residential areas are on a grid system. However, newer neighborhoods to the north and northwest have been designed with a curvilinear street pattern. Concerns have been raised regarding connectivity, service delivery, and impacts on arterials. Adequate connectivity within and between neighborhoods should be a priority. Likewise, new subdivisions and commercial centers should be developed in a manner that allows for multiple mobility options. A well-designed, multi-modal corridor can be a boost to a neighborhood.





PUBLIC TRANSPORTATION SERVICES

For many, the car will remain their primary form of transportation, but resources for transit service must also be prioritized to serve the current needs. There are many people who cannot, or who desire not to, use a car every day. The younger generation is increasingly seeking safe and efficient alternatives to driving, while an increasing number of retired and elderly residents may need to rely on transportation alternatives.

Allowing residents to use additional public transportation options from their homes to employment and key destinations in an efficient way is essential to quality of life. As the population ages, ensuring availability of alternative transportation options will be important in enhancing mobility. Likewise, given limited resources and constraints to solely funding routes through the city, maximizing partnerships will be a crucial long-term transit implementation strategy.

FUNCTIONAL CLASSIFICATION OF STREETS

An effective transportation system is comprised of a network of streets each with its own designation, function, and capacity within the system. Each segment contributes to the interconnectivity of the network. Therefore, for a network to operate efficiently, it is essential for there to be a complete network of streets.

A well-connected and functional street network is one that is safe, cost-effective and in harmony with adjacent land uses. Characteristics of the City's functional classification system as represented in the types of streets shown on the Thoroughfare Plan Map can be found in the City's 2040 Thoroughfare Plan Update.



GOAL 4 | Livability

SHERMAN OFFERS A COMPLETE COMMUNITY EXPERIENCE WITH A VARIETY OF QUALITY LIFESTYLE AMENITIES FOR ALL.

Livability elements include the aggregate of employment opportunity, educational opportunity, shopping and attractions, quality infrastructure and public services, healthcare alternatives, and recreational amenities. These are among the things that are attractive to people seeking to stay in Sherman or relocate their families and businesses there. To grow how the community desires, the City must remain focused on quality of life elements that make Sherman a great place to live.

Downtown is a unique asset to Sherman which captures the city's history and culture. This special area requires continued efforts to cultivate and plan for a second coming of the historic downtown. The Sherman community spoke loudly that they want downtown activated, but not at the expense of its charm and historic feel. Efforts to initiate a downtown action plan would help position the city center for a dynamic future as the community expands.

QUALITY OF LIFE

When planning for the future, city staff and urban planners often consider 'Quality of Life' indicators because these measures help tell the story of a city's livability and desirability to both current and new residents. While the factors that define a city's quality of life can vary, they often include aspects such as employment and financial status, health, education, and public services. Additionally, these factors can include placemaking and cultural vibrancy.

In several of these areas, such as employment and cost of living, Sherman fares better than the state as a whole; in other areas, Sherman is actively seeking to improve through the development of parks, trails and enhancement of downtown Sherman. Many residents enjoy the quality of life in Sherman for its "small-town feel" yet relatively easy access to big-city amenities. With continued growth, preserving this element will be an important consideration for maintaining Sherman's quality of life.

STRATEGIES

STRATEGY 4.1: *Create and maintain strong partnerships with education providers and community groups to achieve community goals and foster civic pride.*

STRATEGY 4.2: *Prioritize integrated and well-planned utility infrastructure to serve desired growth.*

STRATEGY 4.3: *Encourage redevelopment and activity in downtown Sherman with locally-owned businesses, shopping, dining, and entertainment opportunities.*

STRATEGY 4.4: *Build upon and promote signature regional attractions, events, and destinations within Sherman.*

STRATEGY 4.5: *Expand Sherman's burgeoning economy through targeted economic development initiatives, marketing, destination attractions, and community support of quality development.*

STRATEGY 4.6: *Provide park and recreation amenities that are inclusive and accessible to all residents.*

STRATEGY 4.7: *Sustain a forward thinking, high-performing, and accountable City government and municipal services.*

STRATEGY 4.8: *Facilitate development of acute-care hospital facilities within Sherman.*

DOWNTOWN ACTION PLAN

A Downtown Action Plan will not only dive further into the character elements sought by the public but will focus on land use and mobility changes. This special-area master plan should include a review of appropriate uses for a historic downtown, infrastructure, civic and public space, design and preservation elements to maintain and celebrate Sherman's heritage. The ultimate outcome of the effort should not only focus on the design and branding elements but, perhaps even more importantly, the activation of desired uses and businesses so that the district will truly come to life. The plan should establish a cohesive design theme, desired land uses and intensity, and a master infrastructure plan that addresses fire flow and drainage. The development of the plan should include public participation, especially from downtown property owners and business owners.





DOWNTOWN AS A DESTINATION

Land use is a critical component to the success of any downtown. Having an appropriate mix and density of residential and commercial uses will attract more residents and visitors and help fill vacancies. Currently Sherman's downtown is predominantly daytime uses which leaves the area empty in the evenings. Citizens expressed a strong desire for more nighttime activities and weekend activation. More shops and restaurants, better entertainment options, and more festivals and events were the top requested elements from the public survey. Residents at the open house also showed a strong interest in downtown living, which would help to create a "captive market" for downtown businesses to thrive.

DOWNTOWN FUNDING

Several infrastructure improvements are needed in downtown Sherman for more businesses to open. Many of the buildings are older and are not up to code and the sewer infrastructure is outdated and undersized, although sewer planning efforts are ongoing. Ensuring the public improvements required for redevelopment are made in downtown may take a variety of funding sources and prioritized budget allocations. Examples of funding mechanisms include Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), Municipal Bonds, and developer contributions. Prioritized projects for downtown through the Capital Improvement Program (CIP) can be identified through a Downtown Action Plan.



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PART 5
Implementation



Sherman
CLASSIC TOWN. BROAD HORIZON.

Plan Implementation

It is through action, decision making, coordination, and monitoring that the Plan comes to fruition. The importance of planning cannot be overstated—planning provides for the protection of private property and ensures future development occurs in a coordinated and organized fashion. The future of Sherman will be shaped using policies and recommendations developed in this Plan. City representatives, City staff, and dedicated citizens will all need to be "Champions" of the plan to ensure the recommendations guided by the public input process are properly implemented. The roles of each of the following will be crucial to ensure effective implementation of the Plan.

CITY STAFF

- Managing the day-to-day implementation of the Plan, including ongoing coordination necessary for plan implementation
- Supporting and carrying out capital improvement planning efforts in accordance with the Plan
- Managing the drafting of new or amended land development regulations in accordance with the Plan
- Conducting studies and developing additional plans
- Reviewing applications for consistency with the Plan as required by the City's land development regulations

P&Z COMMISSION

- Making recommendations related to development and redevelopment
- Ensuring that development is consistent with the vision, goals, objectives, actions, and policies of this plan
- Preparing a periodic progress report with the help of City staff to review goals to evaluate consistency with the plan's vision

CITY COUNCIL

- Adopting amendments to the Plan by ordinance, after the recommendation by the Director of Development Services
- Adopting new or amended land development regulations to implement the Plan
- Approving inter-local agreements that implement the Plan
- Establishing the overall action priorities and time-frames by which each action item of the Plan will be initiated and completed
- Considering and approving the funding commitments that will be required
- Offering final approval of projects and activities and the associated costs during the budget process, keeping in mind the need for consistency with the Plan and its policies
- Providing policy direction to the Planning and Zoning Commission, other boards, and City staff

DEVELOPMENT PROCESS

There will likely be many occasions when this Plan's directives require interpretation, adaptability, and flexibility. These circumstances should be thoughtfully approached and evaluated based on compliance and implementation with the Plan vision, goals, commitments, and initiatives in ***Part 5, Implementation.*** Particularly as it pertains to physical plans such as the Future Land Use Plan and Thoroughfare Plan, staff and decision-makers in the development process will make daily determinations interpreting the Plan.

During the development process, proposals will often be considered for developer and landowner agreements, planned developments, rezonings, etc. These are critical decision points to ensure planning goals are achieved, the public is informed, and processes are clear to promote community investment from builders. City staff should analyze applications for compliance with the goals and commitments provided in ***Part 4, Guiding the Future.*** This process should include evaluating an application by demonstrating general compliance with the comprehensive plan and reference to individual goals, strategies, or even actions.

PLAN TO CODE RELATIONSHIP

Though adoption of this Plan is a big accomplishment, the next step is to translate this Plan's actions to the City's Development Code. While the Comprehensive Plan creates the vision for community desires, the Code enables the City to enforce that vision. Once this Plan is adopted, the City should immediately complete an assessment of the current Unified Development Code to determine what is needed to meet the vision of the new Comprehensive Plan. With this information defined, the City can then move towards updating the existing Code to align with the vision of the Comprehensive Plan. Additionally, as this Plan is updated over time, the Code should be updated accordingly, in order to reflect the changing conditions in Sherman.

SPECIAL AREA AND MASTER PLANS

The Sherman Comprehensive Plan covers a wide variety of topics which have the potential to affect the City's existing and future plans. This includes additional plans and studies, some of which are recommended in ***Part 4, Guiding the Future.*** Some of these exist or are ongoing planning exercises, such as the Water and Wastewater Master Plan and the Trails Master Plan. Others are anticipated in the future, such as a Downtown Action Plan and the Parks, Recreation, and Open Space Master Plan update.

As implementation actions are initiated, the City should ensure that actions within this Plan consider existing citywide service plans and special area plans and work to align the two. Additionally, when other City plans are being updated, those plans should ensure that updates align with the goals and actions defined in the Comprehensive Plan.

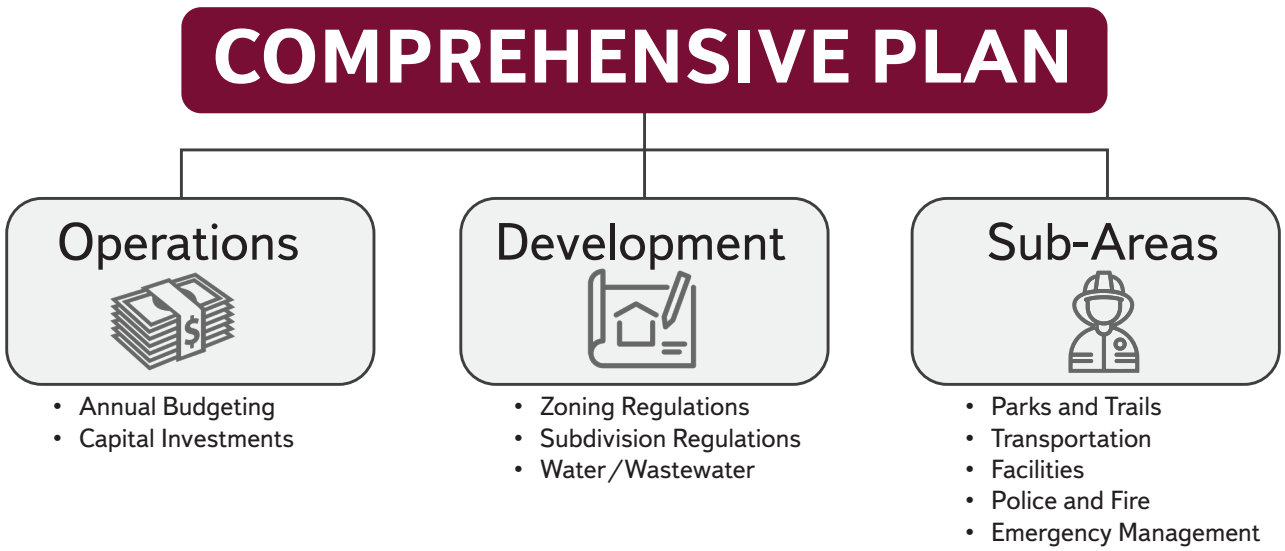
MONITORING AND BENCHMARKING

The City of Sherman will monitor the Plan implementation activities and the corresponding effects on the community environment, community prosperity, and community livability. Monitoring activities will not only record implementation accomplishments and measures of success but will also reveal opportunities to modify and amend the Sherman Comprehensive Plan to address changing conditions or community preferences.

Realizing the vision of Sherman involves actively and deliberately working toward the action steps in the implementation table. This plan created goal statements and strategies — which culminated in action steps. In the Implementation Action Plan, page 47, the departments involved in each action are listed, providing guidance as to who shares accountability in the outcome.

As part of the ongoing implementation process, benchmarking and monitoring should take place regularly. These reports should include a status update on implementation, important actions and accomplishments occurring in the past year, and identification and recommendation of needed actions and programs to be created and implemented in the coming year. The Comprehensive Plan report should be presented at a work session and regular session of the City Council.

FIGURE 5.1 PLAN RELATIONSHIP TO OTHER AREAS



PLAN INTEGRATION

As this plan is put into action, an important element of its success is the funding and annual programming of implementation projects. Components include annual budgets, capital improvement program (CIP), departmental business plans, and their ongoing alignment to achieve effective outcomes.

ANNUAL BUDGETING

A primary source of funding for implementation of this plan is the City's annual budget, made up of various revenue sources. For implementation actions to be completed, the City must have adequate funds to complete the necessary work. It is recommended that each action taken by City Council is tied to the goals of City's comprehensive plan, strategic plan and other relevant master plans through direct language in resolutions and ordinances.

CAPITAL IMPROVEMENT PROGRAM

A capital improvement program is a multi-year plan (typically annual, 5-year and 10-year) that identifies upcoming capital projects for prioritization and funding. Projects include street infrastructure; water, wastewater and drainage facilities; open space, trails and recreation facility construction and upgrades; and the purchase of major equipment. Identifying and budgeting for major capital improvements will be essential towards the successful implementation of this plan. Decisions regarding the prioritization of proposed capital improvements should take into account the policy and management directives of this plan to ensure alignment between the two.

PLAN UPDATE

This Plan is only a snapshot in time. As the community evolves, the plan must change as needed to keep the community's vision enact. In order to remain consistent with the community's vision, implementation must be flexible and allow for adjustments to account for shifts at the local and national level over time. Therefore, it is recommended that this Plan be revisited on a regular and routine basis followed by warranted updates.

FIVE-YEAR UPDATE

The purpose of the update is to evaluate the original assumptions from the plan regarding growth and development trends, emerging issues, and to determine if remaining proposed action strategies are still relevant. The five year update should include the following:

- A summary of plan amendments and accomplishments to date;
- Changes in trends and issues since the previous plan adoption (e.g., changes in the predicted growth rate and the corporate boundaries; demographic composition; community attitudes; or other social, environmental, or political issues which may affect the feasibility of implementation);
- Conflicts between decisions made and implementation actions yet to be undertaken;
- Changes in law, procedures, or programs which will affect identified implementation actions; and
- A comprehensive re-evaluation of the Implementation Action Plan.

TEN-YEAR UPDATE

The plan should be taken through a full update process every 10 years. The 10-year update should include the following:

- Comprehensive re-evaluation of the community's vision for the future;
- Evaluation of action items from this plan that have yet to be considered;
- Re-engagement of the public;
- Re-analysis of the issues and trends related to community growth, transportation, land use, parks and recreation, public facilities and services, and infrastructure; and
- A new plan of action reflective of the refined vision for the future.

PLAN AMENDMENT

From time to time, it may be necessary for the City to amend the overall plan in response to changing circumstances, development trends, or a unique opportunity. This will more than likely occur in regards to the Future Land Use Map, which is intended to be a durable implementation tool yet not be too rigid that desired changes cannot be accommodated. A development process and amendment guide should be prepared immediately following adoption for clarity regarding amendments to the Future Land Use Map.

As time goes by, if there are only a few modifications, the Future Land Use Map is still serving its purpose. If there are significant and frequent changes to the plan, a more comprehensive evaluation should be undertaken and the plan should be revised, with input from the public.

AMENDMENT INITIATION

Amendments to the plan are typically requested by a landowner, developer, or by the City itself. Most commonly, these circumstances occur during the development entitlement phase, where staff may determine that a rezoning proposal is not consistent with the comprehensive plan and the proposal should either be altered for compliance or pursued as an amendment. Determination of a necessary amendment should be made by City staff when the proposal is incompatible with the Future Land Use Map. The process for such an amendment should follow an established process formally approved and codified by the City. The process should include public hearings so that citizens have a chance to voice their opinions. It is recommended that the City maintain the threshold for a super-majority approval for comprehensive plan amendments.

At times, the City may need to initiate the comprehensive plan amendment process. Such an action may be needed to amend the land use framework, strategies or actions due to changing circumstances, respond to state legislation or mandates, etc. Such amendments shall be consistent with the goals of this plan and citizen input is a critical part of consideration of future adjustments. Significant amendments and updates may warrant input from the Citizens Comprehensive Plan Committee. Ongoing citizen involvement and buy-in is critical to maintaining the support of the plan as the city grows and evolves.

Implementation Action Plan

Successful implementation of the community's vision is the shared responsibility of the residents, property owners, business owners, governmental agencies, civic organizations, service providers, trade groups, social advocates, and others. With a 10-year implementation period for this plan, however, it will take the leadership of the City of Sherman to remind its residents, stakeholders, and partners that there is a role for all of them to pursue the desired outcomes of their comprehensive plan. This section of the plan contains the Implementation Action Table. This table contains all of the recommendations of the Plan prioritized and assigned to the department that will be involved in their completion.

Actions listed in the Implementation Action Table are classified under the following broad categories:

- **Program**. These initiatives may include creating a new program or expanding upon existing key City programs.
- **Study**. These initiatives may include conducting further studies to identify solutions to particular problems.
- **Policy**. Official procedures or policies used to make City decisions.
- **Partnership**. These initiatives will include two or more entities working close together to serve as champions of the plan.
- **Regulation**. Council approved regulations used to direct growth or additional procedures.

The actions listed within the implementation tables in this section are allocated among four levels of prioritization and reflect the action's priority as determined during the comprehensive planning process.

The four time frames identifies when comprehensive plan actions should be initiated:

- **(0-2)**. Actions should be initiated within the next one to two years although completion may extend across a larger time frame. These are the City's top priorities for implementation.
- **(3-5)**. Actions which may be initiated within the next three to five years.
- **(6-10)**. Most of these actions are projected to be implemented in the long term and may be further prioritized in following plan updates.
- **(Ongoing)**. Actions may also be ongoing where they represent a policy or practice that should occur throughout the planning period as a mark in all of the above timeframe categories.

TABLE 5.1 IMPLEMENTATION ACTION TABLE

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
**GOAL 1: HOUSING AND NEIGHBORHOODS	** SHERMAN BUILDS LONG-TERM NEIGHBORHOOD INTEGRITY WITH A BALANCED, DIVERSE MIX OF HOUSING THAT SUPPORTS THE PRESERVATION AND CREATION OF QUALITY, AFFORDABLE HOUSING.					
Strategy 1.1: Continue to partner, and find new partnerships, with local and regional organizations to support affordable housing initiatives.						
a.	Develop on-going partnerships with non-profits to encourage housing targeted to lower-income residents.	Partnership	X	X	X	Development Services, City Council
b.	Develop an information library of housing assistance resources for residents either online or at City offices and keep it up to date.	Partnership	X	X	X	Development Services, City Council
c.	Continuously network with affordable housing developers/organizations and create a marketing package sharing Sherman demographics and housing needs.	Partnership	X	X	X	Development Services, City Council
Strategy 1.2: Invest in programs that allow Sherman residents the opportunity to become invested in their community through housing.						
a.	Establish special incentive areas where the City will prioritize funding of programs, incentives, and development.	Policy	X	X	X	Development Services, City Council
b.	Continue to offer the Residential Tax Abatement program.	Program	X	X	X	City Council
Strategy 1.3: Pursue affordability and diversity in the Sherman housing market.						
a.	Create a streamlined and expedited permitting process for housing developments in the special incentive areas, including participation criteria.	Program	X			Development Services
b.	Promote a diversity of residential building types, lot sizes and density ranges in new neighborhoods or areas designated as higher density on the Future Land Use Map.	Policy	X			Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
c.	Locate future affordable housing units in a dispersed manner throughout the city to avoid the creation of concentrated low-income districts.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
Strategy 1.4: Update the land development code to support housing that has well-defined character, compatibility with adjacent uses, and balanced density.						
a.	Assess and update the development code to include a balanced array of lot sizes, product types, and zoning districts to promote housing diversity.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
b.	Update the development code to allow for density bonuses in strategic development areas.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
c.	Continue to support rezonings and PDs that allow for a mix of housing options near supporting services and amenities.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
d.	Encourage more urban-level density near walkable amenities such as downtown lofts, vertical mixed-use structures, and multi-family apartments when reviewing development proposals.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
Strategy 1.5: Protect and enhance existing neighborhoods and housing stock.						
a.	Create targeted zoning standards specific to the Core Neighborhoods depicted on the Future Land Use Map to allow for compatible infill and redevelopment.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
b.	Continue to support code enforcement efforts through adequate staffing and technology needs.	Policy	X	X	X	Code Enforcement, Development Services, City Council
c.	Develop partnerships with community organizations to assist homeowners with home improvements and facade repairs.	Partnership	X			Development Services, City Council

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
d.	Continue to build working relationships with neighborhood groups and HOAs to ensure effective communication regarding safety, upkeep, service delivery, and community amenities	Partnership	X	X	X	Community Services or Neighborhood Services, Development Services, City Council
e.	Encourage the creation of more HOAs to efficiently maintain community standards.	Policy	X	X	X	Community Services or Neighborhood Services, Development Services, City Council
f.	Create a log of vacant, dilapidated structures or non-conforming uses and structures. Maintain log with up-to-date information and continue to support code enforcement activities.	Program	X			Community Services or Neighborhood Services, Development Services, City Council
**GOAL 2: LAND USE AND DESIGN	** SHERMAN PROMOTES HIGH QUALITY, BALANCED, AND FLEXIBLE DEVELOPMENT PATTERNS THAT SUPPORT EXISTING RESIDENTS AND MANAGES FUTURE GROWTH IN A FISCALLY SUSTAINABLE MANNER.					
Strategy 2.1: Adopt and ensure the consistent application of the Future Land Use Map to guide the growth and development of Sherman.						
a.	Consistently utilize the Future Land Use Map when reviewing development proposals and rezoning applications. Use the map to assist landowners, prospective builders, and other entities such as the Economic Development Corporation (EDC) to plan for the future.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council, EDC
b.	Partner with local ISDs to plan for future school population and facility needs, including coordination of school sites in future neighborhoods, infrastructure and access needs, and other partnership opportunities.	Partnership	X	X	X	Development Services, City Council, ISD
c.	Create and follow a process for Future Land Use Map amendments to ensure that proposed changes are analyzed consistently with the comprehensive plan vision.	Policy	X			Development Services, Planning & Zoning Commission, City Council
d.	Promote community growth at activity centers and key corridors to create a balance of land uses across the Sherman community.	Policy	X	X	X	

Refer to page 47 for a description of the action types and timeframes.

	ACTIONS	ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 2.2: Maintain and update development codes to achieve the community's desired character and quality.						
a.	Review and update Sherman's land development codes to ensure quality site design standards for commercial, industrial and high-density residential developments.	Regulation	X	X	X	Development Services, Planning & Zoning Commission, City Council
b.	Assess and update the subdivision regulations to ensure consistent land development standards in the ETJ and City Limits.	Regulation	X			Development Services, Engineering
c.	Study the feasibility of using a fiscal impact analysis tool to assess new development.	Study	X			Development Services
d.	Prepare urban design guidelines that can be applied to high density centers and corridors and/or overlay areas and historic districts.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
e.	Promote the co-location of future schools, neighborhood centers, parks, and trails.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
f.	Consider establishing a Tree Preservation Ordinance.	Policy	X			Development Services, Planning & Zoning Commission, City Council
Strategy 2.3: Support placemaking efforts that enhance the community character of Sherman.						
a.	Pursue national recognitions to establish Sherman as a community of choice.	Program	X	X	X	Development Services, City Council, EDC, Tourism/Main Street
b.	Develop a "buy local" campaign to continuously promote Sherman area businesses.	Program	X	X	X	Development Services, City Council, EDC, Tourism/Main Street
c.	Pursue, promote, and encourage public art and distinctive design in public spaces.	Program	X	X	X	Development Services, City Council, EDC, Tourism/Main Street
d.	Continue to encourage more event spaces and activities for entertainment and attractions to increase local and regionally serving users.	Program	X	X	X	Development Services, City Council, EDC

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
e.	Maximize tree cover along pedestrian corridors and in association with public gathering spaces.	Program		X		Development Services, Engineering, Parks and Recreation
f.	Create additional programs to support the creation, attraction, retention, and expansion of local businesses.	Program		X		Development Services, EDC
Strategy 2.4: Ensure effective communication with developers regarding regulatory requirements and implementing the vision of the community.						
a.	Hold annual round table discussions with the development community to solicit feedback and maintain awareness of regulatory changes.	Program	X	X	X	Development Services
b.	Continually maintain and update online mapping, development guides, and other pertinent development information on the City's website and in the offices.	Program	X	X	X	Development Services
c.	Develop new administrative forms, guides, and other education resources or processes to effectively implement updates to Sherman's land development code.	Program	X			Development Services
d.	Prepare a compatibility matrix that assists staff in assessing potential land use conflicts resulting from a development proposal and identifies possible mitigation measures.	Program	X			Development Services
e.	Communicate the comprehensive plan vision and regulatory requirements during pre-application meetings by creating a meeting notes template that directs potential applicants to important documents and regulations.	Program	X	X	X	Development Services
f.	Continue to regularly review proposed amendments to the development code and submit annual update proposals to the P&Z Commission and City Council.	Program	X	X	X	Development Services, Planning & Zoning Commission, City Council

Refer to page 47 for a description of the action types and timeframes.

	ACTIONS	ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 2.5: Develop gateway features and wayfinding that delineate the boundaries of the City and guide visitors to key destinations.						
a.	Pursue the creation of gateway entry features along US-75 northbound and southbound into the City of Sherman to help delineate and brand the community.	Program	X			Engineering, Tourism/Main Street, EDC, Development Services
b.	Develop a cohesive wayfinding signage plan in key locations that direct residents and visitors to community destinations.	Program		X		Engineering, Tourism/Main Street, EDC, Development Services
c.	Work with TxDOT to locate directional signage to important community destinations such as downtown, Austin College, etc.	Program		X		Engineering, Tourism/Main Street, EDC, Development Services
**GOAL 3: MOBILITY	** SHERMAN HAS A BALANCED AND DIVERSE TRANSPORTATION NETWORK OF SAFE, CONNECTED, ATTRACTIVE STREETS, TRAILS, AND PATHWAYS.					
Strategy 3.1: Provide for a safe and well-maintained transportation system in Sherman.						
a.	Regularly assess pavement conditions throughout the community, primarily in older areas where additional investments may be needed.	Program	X	X	X	Engineering, Public Works, Development Services
b.	In conjunction with street rehabilitation or other public improvement projects, construct or reconstruct sidewalks where they do not exist or are in poor condition (particularly adjacent to schools, parks, public buildings, and the college).	Program	X	X	X	Engineering, Public Works, Development Services
c.	Provide regular maintenance on pedestrian amenities including crosswalks and signals, replacing obsolete traffic signs and synchronizing traffic signals.	Program	X	X	X	Engineering, Public Works, Development Services
d.	Allocate more resources to the maintenance of roadways throughout the City based on pavement condition.	Policy	X	X	X	Engineering, Public Works, Development Services, City Council

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
e.	Rehabilitate streets where railroad tracks have been removed.	Program		X		Engineering, Public Works, Development Services Engineering, Public Works, Development Services
f.	Ensure connectivity of the street network for effective police and emergency response.	Policy	X			Engineering, Public Works, Development Services
g.	Take appropriate steps to enhance safety in school vicinities given traffic and vehicle queuing related to parent pick-up and drop-off.	Policy	X			Engineering, Development Services, ISD
h.	Prioritize bicyclist and pedestrian safety by providing more locations for cyclists and pedestrians to safely cross the major corridors and separating or buffering cyclists and pedestrians from vehicular traffic whenever possible.	Program	X	X	X	Engineering, Public Works, Development Services
i.	Implement neighborhood traffic calming measures, as appropriate, to reduce speeding and cut-through traffic.	Program	X	X	X	Engineering, Public Works, Development Services
j.	Pursue access management policies and regulations to reduce conflict points and enhance traffic flow and safety on major thoroughfares. Update relevant development codes to ensure developers provide alternate travel routes within the overall street network to relieve the traffic burden on major arterials.	Regulation	X	X	X	Engineering, Public Works, Development Services
k.	Monitor the visibility of traffic control and directional signage.	Program	X	X	X	Engineering, Public Works, Development Services
l.	Target traffic enforcement efforts to areas of particular concern for safety.	Program	X	X	X	Engineering, Public Works, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
m.	Take appropriate steps, in coordination with railroad companies, to improve safety at busy railroad crossings. Install railroad crossing arms at all road intersections with the railroad. To enhance safety, applicable pavement markings and signage should also be installed. Long-term safety and congestion solutions may include the possibility of additional railroad under/overpasses at the most significant locations.	Program	X	X	X	Engineering, Public Works, Development Services
Strategy 3.2: Proactively plan for a multimodal transportation system to reduce congestion and accommodate anticipated travel demand.						
a.	Determine appropriate requirements for sidewalk installation with new development and street construction/rehabilitation. Update relevant codes with construction requirements.	Regulation	X			Engineering, Public Works, Development Services
b.	Clarify the City's role relative to private property owners for sidewalk maintenance and repair and the potential need for maintenance standards to ensure consistency.	Policy	X			Engineering, Public Works, Development Services, City Council
c.	Complete a citywide sidewalk inventory to highlight gaps in the existing sidewalk system, areas with no sidewalks at all, areas where sidewalks are in need of repair or replacement, and areas with the most substantial pedestrian activity where sidewalks are most needed. The City along with Sherman ISD should also submit a grant proposal to the Texas Safe Routes to School (SRTS) program to secure external funding support.	Study	X			Engineering, Public Works, Development Services, ISD, City Council
d.	Continue to enhance ADA mobility as streets, intersections, and sidewalks are reconstructed.	Program	X	X	X	Engineering, Public Works, Development Services
e.	Identify possible roadways appropriate for bike lanes. Many of the City's roadways are currently wide enough to accommodate bike lanes without the need for additional right-of-way acquisition or street widening. Incorporate alignments suggested in the Trail Master Plan to integrate the trail and bike networks.	Study	X			Engineering, Public Works, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
f.	Prioritize intersections in the community that are heavily used by pedestrians and implement safety improvements. Intersections should be prioritized based on use and pedestrian risk. Improvements could include walk overs; installing accessible ramps for persons with disabilities; marked, signed, and/or signaled pedestrian crossings; and pedestrian-actuated signal detectors.	Program	X	X	X	Engineering, Public Works, Development Services
g.	Target pedestrian/bicycle improvements at key locations within the community including the Downtown area and around schools, parks, and other public places.	Program		X		Engineering, Public Works, Development Services
h.	Add specific pedestrian and bicycle criteria to the site plan review process when large commercial sites are proposed. These criteria may include designation of pedestrian connections to surrounding developments, internal pedestrian and bicycle circulation, bike parking locations, and parking lot safety.	Regulation	X			Engineering, Public Works, Development Services, City Council, Planning & Zoning Commission
i.	Create walkable neighborhoods as future development and redevelopment continues. Availability of nearby services and frequent destinations (school, church, restaurants, grocery store, convenience store, dry cleaners, parks, etc.) allow residents to make shorter trips on foot or by bike rather than getting in their cars and driving for every errand.	Program	X	X	X	Engineering, Public Works, Development Services
Strategy 3.3: Expand Sherman's transportation system in a context-sensitive manner to respect community character, connectivity, and safety.						
a.	Consider incorporating provisions into the City's land development regulations authorizing it to require a traffic impact analysis (TIA) study if projected traffic from a particular development site would exceed a certain established traffic generation threshold or specified development conditions.	Regulation	X			Engineering, Public Works, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
b.	Promote neighborhood integrity through appropriate street, sidewalk, and crosswalk design, including protection of mature trees in all road construction and rehabilitation.	Policy	X	X	X	Engineering, Public Works, Development Services
c.	Continue to advocate for US-75 reconstruction to upgrade various on and off ramps to contemporary design standards that improve traffic flow and safety. Also, ensure that any improvement of US-75 to interstate standards maintains the same level of accessibility to the heart of Downtown. Entrances and exits to US-75 are the lifeblood of Sherman's economic engine, so any loss of accessibility could have detrimental effects upon local mobility and business operations.	Partnership	X	X	X	Engineering, Public Works, Development Services
d.	Continue work with other agencies in the spirit of intergovernmental cooperation. Projects involving the City and other governmental entities should be evaluated as a means for achieving transportation projects that are regional in scale.	Partnership	X	X	X	Engineering, Public Works, Development Services
e.	Revise Sherman's development codes to include character-based street cross-sections that carefully balance mobility and infrastructure needs with streetscape aesthetic design. Specify street cross section requirements and design standards in the subdivision ordinance.	Policy	X			Engineering, Public Works, Development Services
Strategy 3.4: Enhance and expand public transportation options.						
a.	Explore ways the City can support expanded local transit services, especially to benefit the area's senior population and households without automobiles.	Study	X	X	X	Development Services, City Council, Grayson County MPO

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
b.	Consider potential transit service options to Blalock Industrial Park and Grayson Community College given their relatively remote locations. Given limited resources and the high cost of providing transit/shuttle service, the City should consider forming a partnership with the County and/or Austin College or local employers to provide a service that would be mutually beneficial to all.	Program	X	X	X	Development Services, City Council, TxDOT, Grayson Community College, Austin College, Grayson County MPO
c.	Initiate conversations with TxDOT regarding future plans for streets, bridges, pedestrian improvements and potential turn back options for key Sherman thoroughfares.	Partnership	X			Development Services, City Council, TxDOT
Strategy 3.5: Build a safe, connected community-wide system of trails which create linkages to greenspaces, parks, neighborhoods, and local destinations.						
a.	Implement the Sherman Trails Master Plan to increase access to trails across the community.	Policy	X			Parks and Recreation, Development Services, City Council
b.	Update the development codes to include the trail dedication and improvement requirements.	Regulation	X			Parks and Recreation, Development Services, City Council
c.	Begin process to acquire abandoned railroad right-of-way for trail development.	Program	X			Parks and Recreation, Development Services, City Council
d.	Seek out creative financing opportunities for trail projects such as federal and state grants, partnerships with other entities, sponsorships and volunteer-based efforts.	Policy	X	X	X	Parks and Recreation, Development Services
e.	Maintain adequate funding for maintenance of trails, trail amenities, sidewalk connections, easements, and staffing.	Policy	X	X	X	Parks and Recreation, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
**GOAL 4: LIVABILITY	** SHERMAN OFFERS A COMPLETE COMMUNITY EXPERIENCE WITH A VARIETY OF QUALITY LIFESTYLE AMENITIES FOR ALL.					
Strategy 4.1: Create and maintain strong partnerships with education providers and community groups to achieve community goals and foster civic pride.						
a.	Encourage business and retail development downtown that are destinations for residents and visitors.	Policy	X	X	X	EDC, Development Services, City Council
b.	Pursue an interlocal agreement with Sherman ISD, Austin College, and/or other institutions to make appropriate facilities available to the public during certain days/hours.	Partnership		X		Sherman ISD, Austin College, City Council
c.	Partner with Sherman ISD to promote desirability and attractiveness to homebuyers and employers through strategic planning towards common goals.	Partnership	X	X	X	Sherman ISD, Development Services, City Council
Strategy 4.2: Prioritize integrated and well-planned utility infrastructure to serve desired growth.						
a.	Align the Sherman Capital Improvement Plan (CIP) and other prioritized infrastructure investments to be coordinated and constructed in a manner consistent with the Future Land Use Map and associated long-range master plans.	Policy	X	X	X	Engineering, Development Services, City Council
b.	Evaluate the cost of public infrastructure for new development with the goal of not disproportionately impacting existing taxpayers and ratepayers.	Policy	X	X	X	Engineering, Development Services, City Council
c.	Prioritize upgrades and appropriate infrastructure improvements in strategic growth and revitalization areas to enhance values and investments.	Policy	X	X	X	Engineering, Development Services, City Council
d.	Seek targeted improvements in pedestrian mobility between downtown, near-downtown residential and employment areas.	Policy	X	X	X	Engineering, Development Services, City Council

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 4.3: Encourage redevelopment and activity in downtown Sherman with locally-owned businesses, shopping, dining, and entertainment opportunities.						
a.	Initiate a Downtown Action Plan to coordinate rapid development and strategies to improve and prepare downtown Sherman for the future.	Study	X			Development Services
b.	Coordinate with the Tourism and Main Street Office to work with landowners, business owners and prospective tenants to boldly invest and improve downtown buildings.	Partnership	X	X	X	Tourism/Main Street, EDC, Development Services, City Council
c.	Continue to utilize TIRZ funding sources for downtown improvements.	Program	X	X	X	Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
d.	Consider an audit of public and private properties that are most likely or most desired to change use or character within 10 years to understand how the downtown is mostly likely to evolve.	Study	X			Development Services, City Council, Planning & Zoning Commission, Tourism/Main Street
e.	Revise the development codes to encourage and incentivize residential, retail and appropriate entertainment options downtown to enhance activity.	Regulation	X			Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
f.	Identify elements of the building code that are impediments for downtown building owners/ renovators and consider adoption of the Existing Building Code for the downtown area.	Program	X			Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
g.	Initiate a parking study to assess parking demand and determine ideal locations for future parking garages.	Program	X			Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
h.	Discourage the continuation or expansion of the Jail, Probation Office, or other uses related to criminal enforcement in the Downtown. City to coordinate with the County on alternative locations that would allow for appropriate expansion of these uses.	Partnership	X			Development Services, City Council, Grayson County

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 4.4: Build upon and promote signature regional attractions, events, and destinations within Sherman.						
a.	Increase opportunities for community events and programming in the square, parks, and public spaces downtown that celebrate Sherman's culture and identity.	Policy	X	X	X	Tourism and Main Street
Strategy 4.5: Expand Sherman's burgeoning economy through targeted economic development initiatives, marketing, destination attractions, and community support of quality development.						
a.	Ramp up marketing efforts to showcase Sherman's community assets and potential to entice new investment.	Program	X	X	X	Development Services, EDC
b.	Continue the strong relationship with the EDC to sustain an effective and coordinated business attraction, retention, and expansion (BRE) program.	Partnership	X	X	X	Development Services, EDC
c.	Continue successful efforts to recruit high-quality employers while also shifting focus toward community livability by investing in quality -of-life improvements.	Program	X	X	X	Development Services, EDC
Strategy 4.6: Provide park and recreation amenities that are inclusive and accessible to all residents.						
a.	Update the Sherman Parks Master Plan to position the community for future improvements in an expanding park and recreation system.	Study		X		Parks and Recreation, City Council
b.	Recognize the positive impacts of open space and recreational opportunities on property values and for prospective residents and employers by prioritizing spending on parks and trails.	Policy	X	X	X	Parks and Recreation, City Council
c.	Update Development Code to add requirements for park dedication as part of new development.	Regulation	X			Parks and Recreation, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
d.	Invest in public parks so that existing and future Sherman parks are carefully designed and maintained to be safe and comfortable public gathering places.	Policy	X	X	X	Parks and Recreation, City Council
e.	During the Sherman Parks Master Plan update, explore the possibility of preserving a large piece of open space for either regional parkland or sensitive natural area preservation.	Study		X		Parks and Recreation, Development Services, City Council
Strategy 4.7: Sustain a forward thinking, high-performing, and accountable City government and municipal services.						
a.	Regularly evaluate Police and Fire Department resource needs.	Study	X	X	X	Fire Department, Police Department
b.	Continue to maintain or expand support to offer police and fire safety-related community service and educational programs to the Sherman community.	Program	X	X	X	Fire Department, Police Department, City Administration
c.	Prepare annual departmental budgets and five-year budget projections following directives from this Plan to ensure alignment and compliance with long-range planning goals.	Program	X	X	X	City Manager, Finance
d.	Continue to develop, maintain, and champion the consolidated “Sherman Tomorrow” planning framework to promote integrated long-range planning for the community.	Policy	X	X	X	Development Services, City Manager, City Council
e.	Conduct an analysis of City-owned governmental facilities in Sherman to determine adequate capacity and location suitability to ensure long-term space and resources for staff and service delivery to the public.	Study	X	X	X	Development Services, Fire Department, Police Department
f.	Regularly evaluate Development Services staff and resource needs and add employees commensurate with need due to growth and workload.	Study	X	X	X	Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
g.	Track comprehensive plan implementation timing and progress of initiatives through a comprehensive management software (e.g. Smartsheet).	Program	X	X	X	Development Services
h.	Establish an Annual Progress Report process to benchmark comprehensive plan implementation through integration of applicable departments, accountability, and comprehensive public reports on plan progress and amendments.	Policy	X	X	X	Development Services, City Council, City Administration
i.	Establish and undertake a staff-led 5-Year Plan Update process within five years of Plan adoption.	Program		X		Development Services, City Council
j.	Undertake a 10-Year Plan Update within 10 years of plan adoption.	Program			X	Development Services, City Council
Strategy 4.8: Facilitate development of acute-care hospital facilities in Sherman.						
a.	Continue with third-party consultants and developers on plans for construction of acute-care facilities.	Program	X	X		City Manager, Development Services

Refer to page 47 for a description of the action types and timeframes.

Sherman

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SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Adoption of 2022 Trails Master Plan

Issue:

Holding a public hearing to consider the Adoption of the 2022 Trails Master Plan.

Background:

On January 28, 2022, the City Council approved a contract with Halff Associates to create the 2022 Trails Master Plan as well as update the City of Sherman's Comprehensive Plan. A Comprehensive Plan Advisory Committee was established to provide guidance to the staff and the consultant as both plans were developed. This committee met four times throughout the process. In addition to the advisory committee meetings, a public open house took place, an online survey was completed and multiple stakeholder meetings were conducted to gather input for each plan. Halff Associates has completed the 2022 Trails Master Plan and a draft plan is ready for Council Review. Highlights from the Trails Master Plan work was discussed at a Special Called Council Meeting on September 22.

Origination:

Parks and Recreation
Halff Associates

Financial Consideration:

None

Staff Recommendation:

At the October 6, 2022 regular meeting, the Sherman Parks and Recreation Advisory Board voted unanimously to recommend approval of the 2022 Trails Master Plan and forward to the City Council for adoption.

Alternatives:

The City Council could decide against approving the 2022 Trails Master Plan.

Attachments

Resolution No. 6966
2022 Trails Master Plan

RESOLUTION NO. 6966

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE 2022 TRAILS MASTER PLAN FOR THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, due to certain changes, growth and development of the City of Sherman, it has become necessary, due to the passage of time to update the Trails Master Plan of the City of Sherman, Texas; and

WHEREAS, pursuant to the authority of Resolution No. 6838 passed and approved by the City Council on January 18, 2022, Halff Associates has prepared an updated Trails Master Plan for the City of Sherman; and

WHEREAS, the City of Sherman has followed all procedures and done all things required by its Charter and State law for the update of its Trails Master Plan; and

WHEREAS, the City Council of the City of Sherman, Texas, desires to accept the recommendations of the Planning and Zoning Commission to approve the said updated Trails Master Plan;

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

SECTION 1. That the City Council of the City of Sherman, Texas, does hereby accept, as advisory and as a guide, the 2022 Sherman Trails Master Plan, attached hereto and incorporated herein for all intents and purposes, and that the same be and is hereby in all things approved and adopted as the 2022 Trails Master Plan of the City of Sherman, Texas.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby submits this 2022 Trails Master Plan to all citizen groups and committees, city boards and commissions, and all citizens interested in the orderly growth and progress of the City of Sherman for use as a guide in the planning and future growth and development of the City of Sherman.

SECTION 3. That the effective date of this resolution shall be the 18th day of October, 2022.

SECTION 4. 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 October 2022.

CITY OF SHERMAN, TEXAS

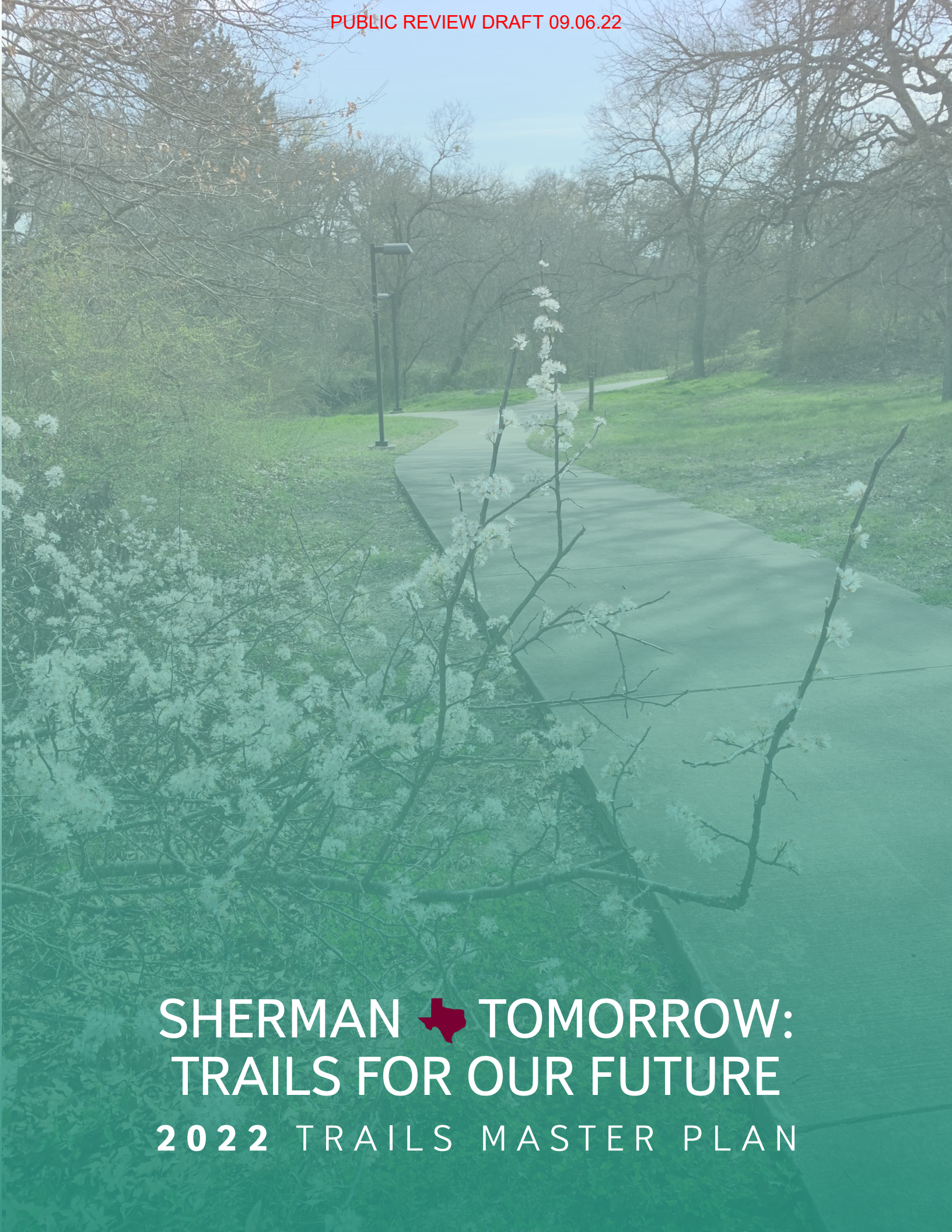
BY: _____
DAVID PLYLER, MAYOR

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



SHERMAN TOMORROW: TRAILS FOR OUR FUTURE

2022 TRAILS MASTER PLAN

ACKNOWLEDGMENTS

The Sherman Trails Master Plan was developed by the City of Sherman with the technical support and design assistance of Halff Associates, Inc. A special thanks goes to the countless community members, property owners, staff members and community leaders for their insight and support during the duration of this study. The following individuals are recognized for their substantial contributions towards the creation of the 2022 Sherman Trails Master Plan.

MAYOR AND CITY COUNCIL

David Plyler, Mayor
Pamela L. Howeth, Deputy Mayor
Daron Holland, Council Member
Shawn Teamann, Council Member
Josh Stevenson, Council Member
Juston Dobbs, Council Member
Henry Marroquin, Council Member

KEY CITY STAFF

Robby Hefton, CPM, City Manager
Terrence Steele, CPM, Assistant City Manager
Clint Philpott, PE, Assistant City Manager
Zach Flores, Executive Director of Public Safety
Rob Rae, AICP, Director of Development Services
Theresa Hutchinson, Parks and Recreation Manager
Kerri Turner, Development Services Coordinator

PARKS AND RECREATION BOARD

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Nathaniel Lightfoot
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PLAN ADVISORY COMMITTEE

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Brantley Blackburn
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Nathan Cain
Edwin Clark
Veronica Ezell
Pamela L. Howeth
Michael Kelly
Paul Manley
Roxanne Marroquin
Robin Phillips
Leigh Ann Sims
Josh Stevenson
Gail Utter
Wendy Vellotti

HALFF ASSOCIATES, INC.

Chelsea Irby, AICP
Jordan Maddox, AICP
Nathlie Booth, AICP
Julian Salas-Porras
Jill Amezcua, PLA, ASLA
Whitney Linder

A special thanks to SEDCO and 2x2 Media for providing high quality photography.

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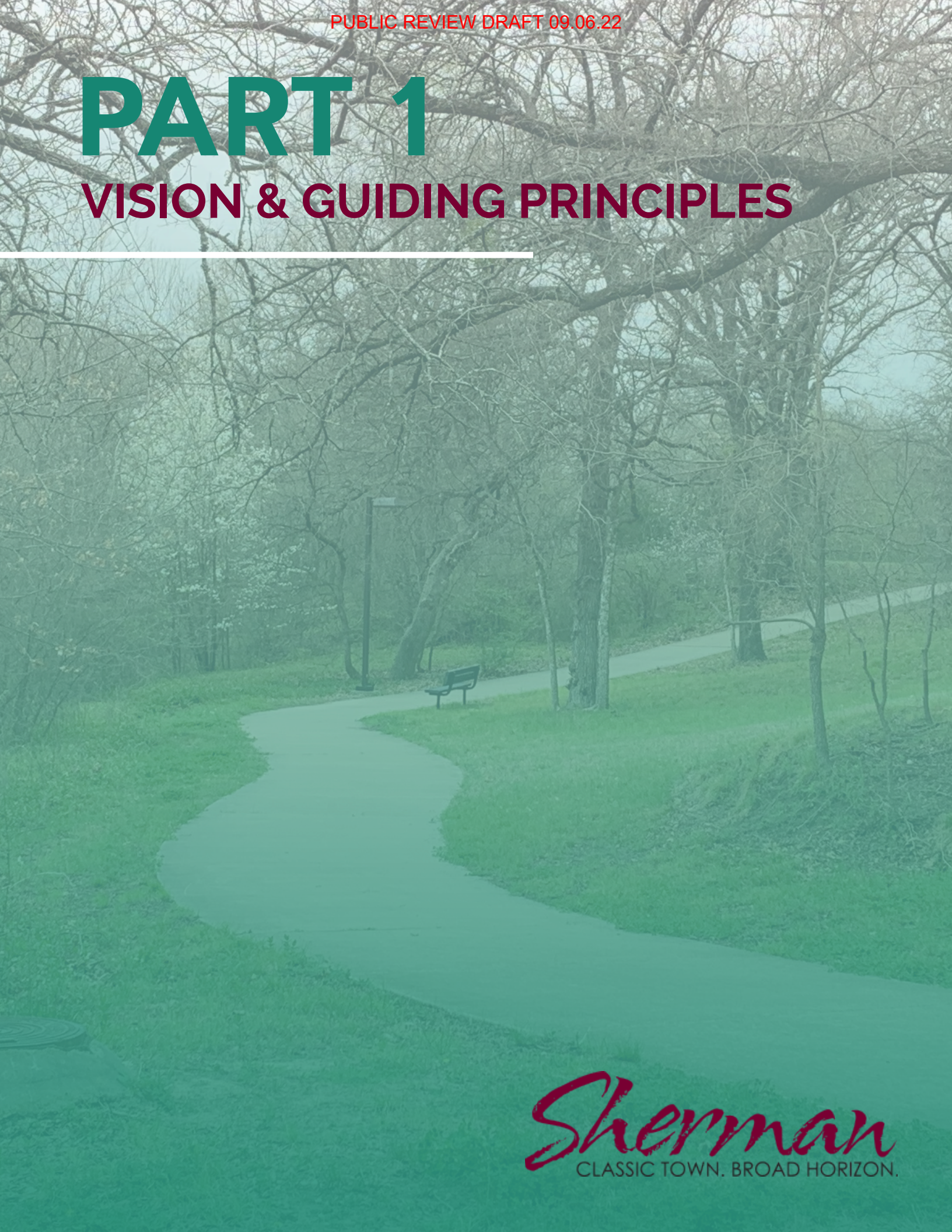
PART 1

VISION & GUIDING PRINCIPLES

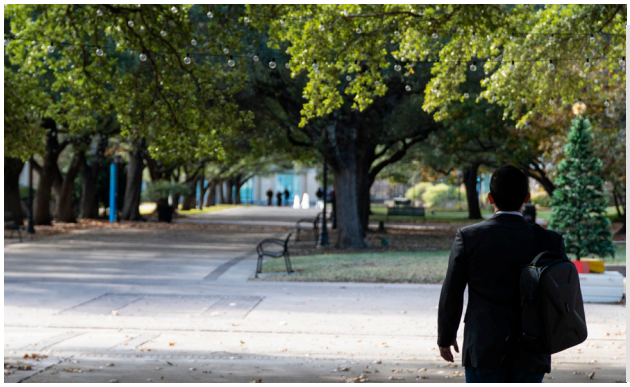


Sherman
CLASSIC TOWN. BROAD HORIZON.

Vision for Sherman Tomorrow

Within this document, you will see the continual use of the words “Connected”, “Natural”, “Safe”, and “Intentional Design.” These are the guiding principles of this plan and reflect the vision of the community to develop a high-quality trail system that provides opportunities for miles of hike and bike trails for recreation, exercise and connections between homes, schools, parks, shops, and downtown. This plan’s guiding principles, introduced in detail on the following page, are a demonstration of this vision, as it is truly an integral part of every component of the city-wide Trails Master Plan. As a whole, these words simplify the vision; however, each of the words relate to a very specific and important component of the vision.

GUIDING PRINCIPLES



CONNECTED

Create an interconnected network of trails connecting the entire city to ensure broad and equal access. to ensure broad access. Trails that create linkages between schools, parks, neighborhoods, shopping areas, and workforce areas should be prioritized.



NATURAL

Consider the environmental and historical character of Sherman so that trails harmonize with their surroundings and preserve vegetation, and wildlife. Whenever possible, trails should be located in scenic, natural areas so people can explore, experience nature, and enjoy open space. The trail system should have a neutral to positive effect on the natural environment, meaning the natural slope of the terrain is retained and low to no negative impact is created.



SAFE

Provide usable and visible corridors that feel safe for all people to use. Trails should be designed to limit pedestrian and bicycle conflicts with each other and more importantly automobiles. User's safety should be one of the highest priorities.



INTENTIONAL DESIGN

Design trails to be accessible for all types of users. The network should be a mix of greenways, inner park loops, bike paths, and hard surface multi-use trails depending on the environment and intended user group of each trail.

COMMUNITY ENGAGEMENT

To ensure that this Plan embodies the vision of the community, an extensive public engagement process was completed to identify the needs and desires of the community. The information collected during this process created the foundation for this Plan, as well as the Comprehensive Plan, which was developed at the same time. Community engagement efforts for both Plans were combined and both Plans were developed concurrently.

STAKEHOLDER MEETINGS

A series of virtual stakeholder meetings were held during the beginning of the public engagement process for these Plans. Information collected during these meetings helped shape the community survey and open house questions and generated ideas that could be incorporated later as recommendations.

ADVISORY COMMITTEE

The Advisory Committee met at key intervals throughout the process to provide input and guidance to both the Comprehensive Planand the Trails Master Plan. Through a series of four meetings, the sixteen-person Advisory Committee provided support and guidance throughout the development of this Trails Master Plan by identifying and evaluating issues and needs, assisting with setting priorities, and providing strategic direction for the Trails Master Plan, as well as providing comments on it's preliminary and final recommendations.

KEY TAKEAWAYS

STAKEHOLDER MEETINGS

- Desire for regional and local connectivity
- Create a good base of volunteers to help with trails
- Start trails with simple materials, once they are popular they can be improved
- Sherman is currently unsafe for pedestrians and cyclists
- Opportunity for trails on abandoned railroads
- Prioritize children and safe routes to schools

ADVISORY COMMITTEE

- An interconnected trail system is a low hanging fruit with a high return on investment
- Use the Trails Master Plan to preserve natural areas and trees
- Desire for mostly off-street trails and separation of bikes and cars
- Utilize abandoned railroad tracks for trail use

PUBLIC OPEN HOUSE

An in-person open house was held in March 2022 to solicit initial community input for the development of the Comprehensive Plan and Trails Master Plan. Individuals were asked to provide feedback on a number of topics which had been identified as key issues during the kick-off meetings. The information on the next page is a high-level summary of the input received related to trails. A key takeaway of the open house engagement identified trail connectivity as a top priority.

ONLINE SURVEY SUMMARY

An online survey was available to the public to gather community input for the development of the City of Sherman Comprehensive Plan and City of Sherman Trails Master Plan. The survey was available from April 14, 2022 through May 22, 2022 and administered in both English and Spanish. The survey was offered online and the opportunity was given to complete the survey at a community event. The focus of the survey was to gain an understanding of the desires of residents for the future of Sherman.

VISION FOR THE FUTURE OF PEDESTRIAN AND BICYCLE INFRASTRUCTURE IN SHERMAN



TOP THREE WORDS*
SIDEWALKS - SAFE - PEOPLE

*Reference appendix for full list of survey anwsers

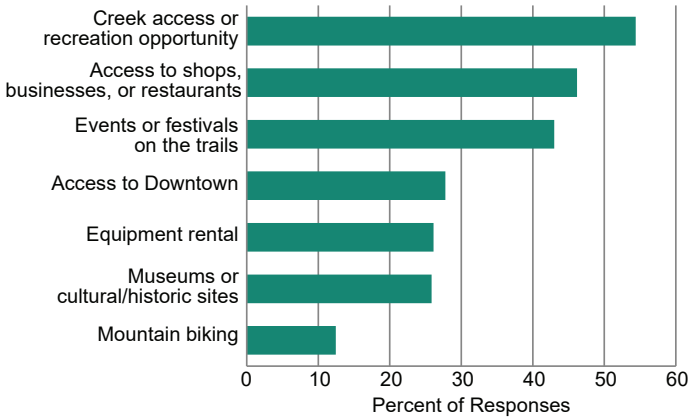


Residents of Sherman provide their input at the Open House in March 2022

TOP FIVE IMPORTANT TRAIL FEATURES AND AMENITIES

RANKING	IMPORTANT AMENITIES
1	LIGHTING AND SECURITY
2	SHADE
3	RESTROOMS
4	TRAILHEADS WITH PARKING
5	BENCHES AND OTHER SEATING AREAS

DESTINATION OR AMENITY TYPE ENCOURAGING GREATER TRAIL NETWORK USE



TOP THREE PRIORITIES FOR TRAILS

1. Connectivity to key destinations within Sherman
2. Access to natural areas
3. Safety

PLAN PURPOSE

Trails are increasingly popular for many communities of all sizes. Trails improve the quality of life of residents, increase property values and provide alternative transportation options. During the public engagement process, Sherman residents expressed a strong desire to build a city-wide trails network.

This city-wide Trails Master Plan envisions a trail system that will allow residents to connect to local destinations, enjoy the outdoors, and enhance their health and well-being.

This Plan includes recommendations and guidance for trail classifications, trail design, dimensions and trail amenities. The primary plan components are introduced below.

PLAN COMPONENTS

1. INTRODUCTION

In addition to defining the purpose and process of this Plan, the Introduction also reflects Sherman's vision and goals as the guiding principles for the development of trails within the City.

2. TRAIL TYPES AND USERS

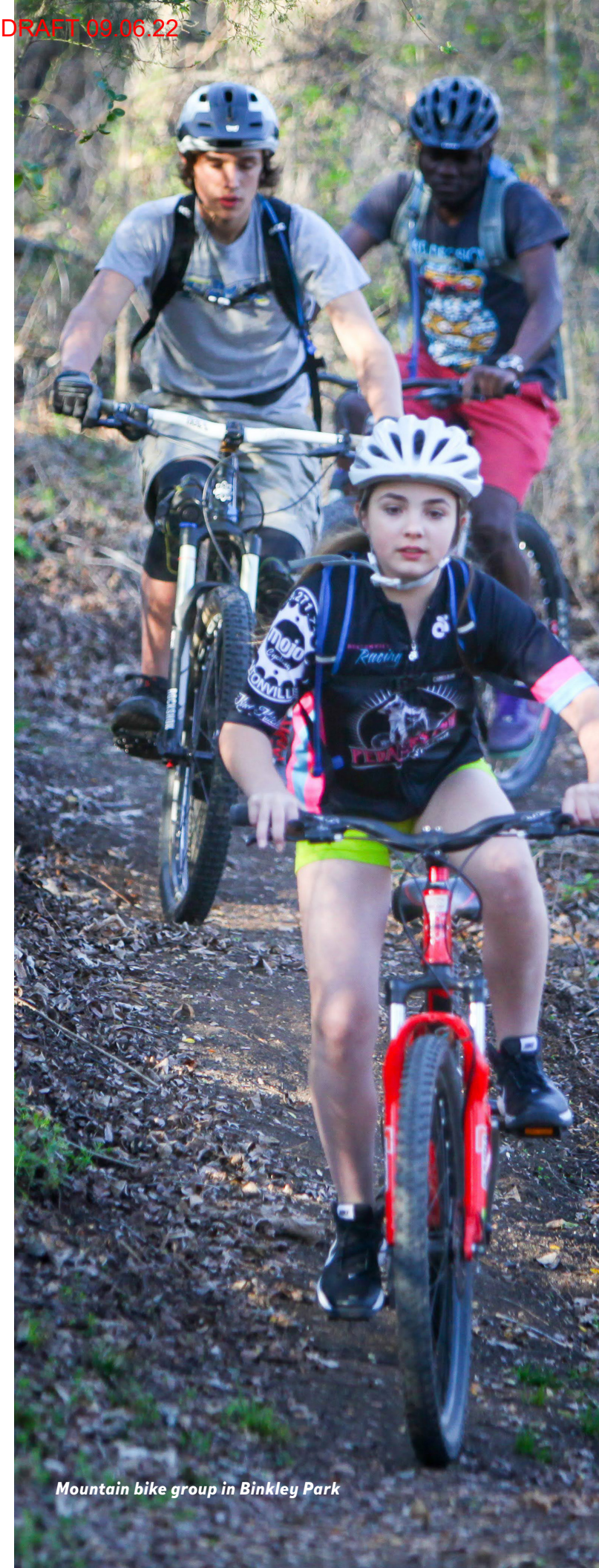
Trail typologies are defined in this chapter, along with the typical users of each trail typology.

3. TRAIL NETWORK

In this chapter, the opportunities and constraints of the existing trail network are analyzed, and the importance of greenways, on-street trails, and bikeways are considered in the development of proposed route recommendations.

4. IMPLEMENTATION

This chapter provides key actions that should be taken to build a trails network. It presents a summary of key priorities and a set of design guidelines, which will help Sherman guide the safety, access, and constructibility for trails and bikeways.



Mountain bike group in Binkley Park

WHY PLAN FOR TRAILS?

Trails are important quality of life amenities for people and help create safe, livable communities. They provide numerous benefits to communities, not only obvious recreational and health benefits, but also significant economic development, environmental, and transportation benefits. The recreation, health, transportation, and environmental benefits collectively can contribute to an overall enhanced quality of life in communities.

HEALTH

Regular physical activity, especially aerobic exercise, is one of the most important things a person can do for their health. According to the US Department of Health and Human Services, nearly 80 percent of adults do not meet the key guidelines for both aerobic and muscle-strengthening activity, while only about 50% meet the key guidelines for aerobic physical activity. Trails provide communities with accessible, safe, and free exercise in the form of walking, biking, jogging, skating, etc. Connecting trails to destinations such as parks or downtown makes it easy for people to incorporate exercise into their daily routine.

TRAIL CORRIDORS

Due to their nature and ultimate design, trails provide important corridors for people and wildlife. By protecting floodplains and land along rivers or creeks, trails prevent soil erosion, filter pollution from storm water runoff, and help mitigate flooding. Trails provide safe options for active transportation while also creating more greenspaces within cities, all of which reduces air pollution. Trails are an integral part of our natural environment and can be used as a tool for environmental conservation. Trails assist with preserving important natural landscapes, providing necessary links between fragmented habitats and providing tremendous opportunities for protecting plant and animal species.

ECONOMIC

Trails create more attractive communities, enhance marketability, increase property values, and can boost revenue generation if located near businesses. Studies have proven that residential properties located near trails are more attractive to buyers and easier to sell while commercial businesses near trails experience an increase in foot traffic and revenue generated. Trails also help create positive community pride and identity, with financial returns that far exceed other types of public investments.

TRANSPORTATION

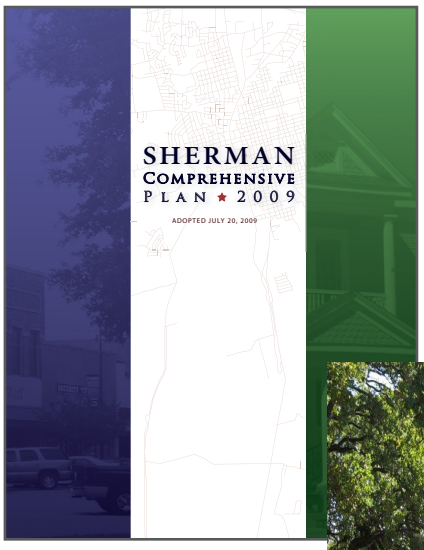
Trails can improve the transportation system by providing alternative ways to get to important destinations and provide regional connections. The ability to avoid congested streets and highways, and travel through natural areas on foot or by non-motorized means, is a large factor in a community's "livability", as well as safety.

PAST PLANNING EFFORTS

Sherman has a long history of engaging in planning initiatives, dating back to its origins as the Grayson County seat. Throughout the years, during various plans, Sherman residents have expressed a desire for trails. The following plans are the most recent planning initiatives that are relevant and applicable to trail planning efforts.

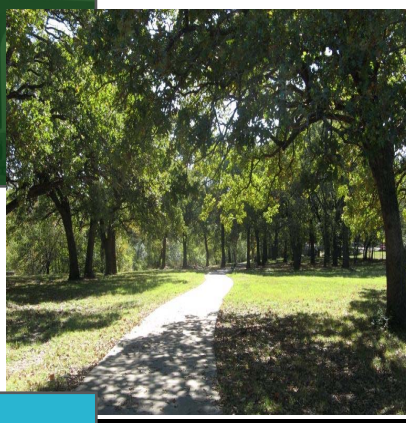
2009 SHERMAN COMPREHENSIVE PLAN

In 2009, the City of Sherman updated its comprehensive plan to reflect current trends, forecasts, and community needs from the time. The number one goal from the section on parks and recreation was to develop an interconnected community trail network.



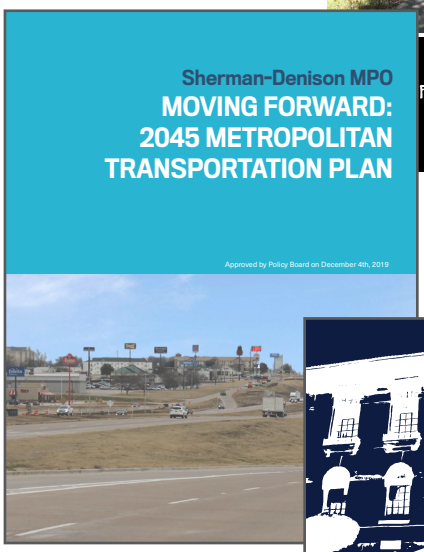
2017 SHERMAN PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

The 2017 Sherman Parks, Recreation, and Open Space Master Plan was an update to the city's previous plan which was prepared in 2005. Five of the six goals in the plan mention trails, with one entire goal being dedicated to planning for a comprehensive hike and bike trail system. The number one priority on the ten-year action plan was to develop hike and bike trails.



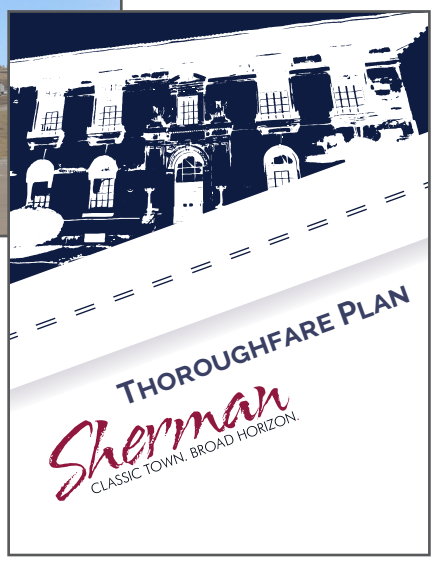
MOVING FORWARD: 2045 METROPOLITAN TRANSPORTATION PLAN

In 2019, the Sherman-Denison Metropolitan Planning Organization (SDMPO) adopted a regional bike and pedestrian plan to help improve multi-modal connections within and between the cities of Sherman and Denison. Specific corridors were identified within Sherman to implement a further study of bike infrastructure throughout Sherman.



2040 SHERMAN THOROUGHFARE PLAN UPDATE

In 2016, the City of Sherman updated the Thoroughfare Plan which was a part of the 2009 Comprehensive Plan. The purpose of this plan was to identify and address key transportation issues and make recommendations to help improve mobility and accommodate anticipated growth. In addition to mapping proposed streets, the Thoroughfare Plan also maps proposed bike routes and shared use trails.



COMPARISON CITIES

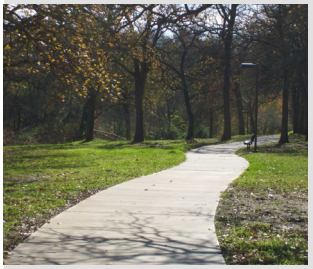
When thinking about building a trail system, it is important to compare Sherman's existing trail system with those of peer cities.

Four benchmark cities were chosen for this comparison. These peer cities were chosen because they were either similar in size to Sherman, geographically close, or represent a good model of trails and quality of life. A cost of living index was used to quantify quality of life for each city.* The index indicates how much it costs to live in a city compared to a national average (100 being average costs).

This comparison considers only existing trails and includes both in-park trails and citywide trails. It is important to note that existing trails within Sherman are only found within parks and unlike most peer cities there are no citywide trails at the time of this Plan. The number of existing miles in each city is compared to its current population to create a population-per-mile benchmark. Note that these figures consider only the quantity of each city's trails, not the quality or the type of trail.

A target level of service (LOS) for Sherman, which will help guide the development of the City's system as Sherman grows, is recommended at one mile per 2,304 people. With this target LOS in mind, Sherman needs approximately 19 miles of trails to meet existing level of service based on a 2020 population. Based on population projections estimated in the 2022 Comprehensive Plan, Sherman will need between 22 to 41 miles of trails in 2030.

With all of this in mind, it is important to understand that a population-per-mile target should not be the sole determinant in the amount of trails planned for the future of Sherman, but this figure should also be considered alongside public demand, opportunities for recreation, and sound planning principles (including connectivity and the establishment of a network of trails that spans the entire community).



SHERMAN
Population: 43,645
3,163 (population/trail mile)
Existing Trail Miles: 13.8
Cost of Living Index: 80.3



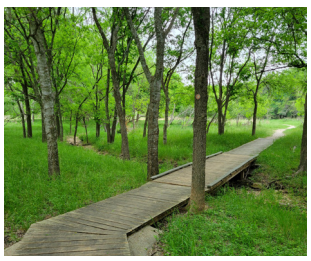
TEMPLE
Population: 82,073
2,786 (population/trail mile)
Existing Trail Miles: 29.5
Cost of Living Index: 79.9



DENISON
Population: 24,479
1,915 (population/trail mile)
Existing Trail Miles: 12.8
Cost of Living Index: 79.7



THE COLONY
Population: 44,534
1,936 (population/trail mile)
Existing Trail Miles: 23
Cost of Living Index: 101.7



SAN MARCOS
Population: 67,553
2,598 (population/trail mile)
Existing Trail Miles: 26
Cost of Living Index: 96.5

***Source: www.bestplaces.net**

2,304
Current LOS (1 Mile per # of Residents)

19 *miles*
Current trail deficit (2020)

22-41 *miles*
Trails needed by 2030

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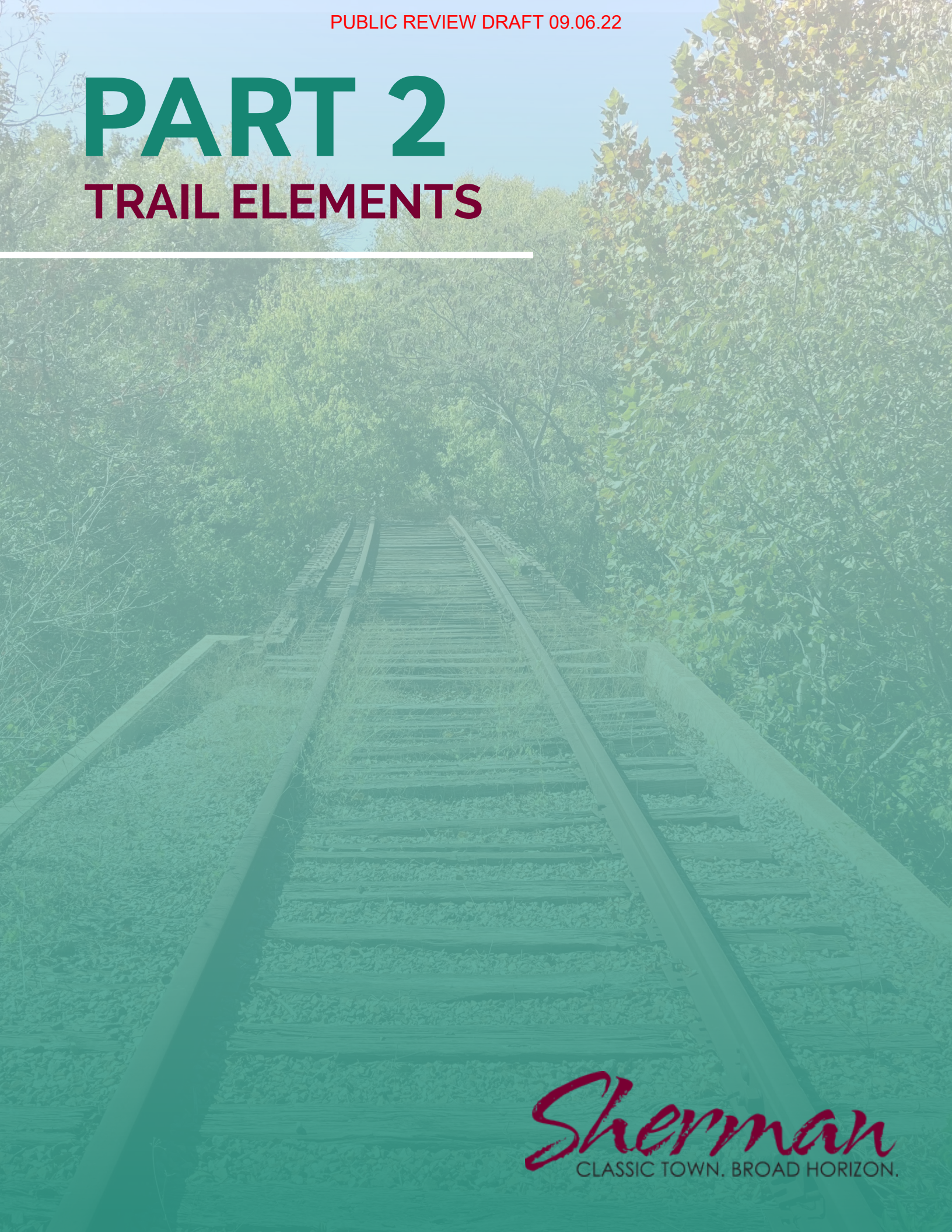
PART 2
TRAIL ELEMENTS



Sherman
CLASSIC TOWN. BROAD HORIZON.

TRAIL TYPOLOGY

GREENWAY TRAILS

Greenway trails are aesthetically more natural than other trail types and intended for off-street paths, either hard or soft-surface materials and often located within or parallel to streams, drainage corridors, utility easements, railways, and environmentally sensitive areas. Soft surface trails can be paired with hard surface trails to create dual-track trails which satisfy community desires for natural surfaces while providing the accessibility and connectivity of hard-surfaces. Greenways are predominately recreational-based trails designed to accommodate many different types of users.

STREET CORRIDOR TRAILS

Street corridor trails are trails primarily used for transportation and usually exist along side a street. These can be either thoroughfare connectors or neighborhood connectors. Both connection types are intended as active transportation corridors (an active transportation corridor is a corridor reserved for human powered and electric assisted transportation modes such as walking or bicycling, amongst other modes) to connect people from point A to point B. Thoroughfare connectors convey more people than a neighborhood connector and are intended for higher speeds. These might include access to community destinations, employment, commercial and shopping areas, and other neighborhoods. Neighborhood connectors primarily serve individual neighborhoods and provide safe access to schools, neighborhood parks, and connect locally to thoroughfare trails and greenway trails.

IN-PARK TRAILS

In-park trails provide opportunities for walking and exercising inside of a park. These trails are confined to the park itself and are frequently designed in a looped system for users with park amenities found along the trail. An in-park trail can be a key connector for pedestrians and bicyclist commuting through the trails network.

SIDEWALKS/SIDEPATHS

A sidewalk/sidepath is a bidirectional shared use path located immediately adjacent and parallel to a street. Sidewalks or sidepaths are important pedestrian facilities that can connect people to parks, trails, and other transportation options. They can also serve as critical local linkages and provide safety to both cars and pedestrians by minimizing their interaction.

ON-STREET BIKE LANES

Bike lanes can be a great option for cyclists to provide routes to neighborhoods, employment, and public facilities, making riding a bike to work, or for recreation a viable alternative to driving. Bike lanes can create less congestion on streets, and dedicated bike lanes promote safer sidewalk and street environments.

TRAIL USERS

Trails attract a wide variety of users, effective and trail planning and design must consider the needs and preferences of all types of users. A thorough understanding is developed by identifying the preferences, challenges, and limitations impacting several user groups within the community. Though each of these groups has a specific set of needs, Sherman strives to define shared aspects among them in order to develop a multi-purpose trails system that most effectively meets the overlapping needs of users. Common trails users include:



WALKERS

Pedestrians typically utilize trails for recreation purposes, and many categorize themselves as "walkers." The economic appeal generated through accessibility make walking a popular recreation activity for the general public. Trail connections between neighborhoods and nearby destinations add to the feasibility and desirability of walking.



RUNNERS AND JOGGERS

Trail networks provide an ideal setting for runners and joggers seeking opportunities for fitness, sport, and leisure. Trails with suggested minimum widths of 10-12 feet ensure there is space for runners and joggers to conveniently and safely pass other users while also providing space for group recreation activities.

CYCLISTS





Trails systems generally support four distinct categories of bicyclists based on age, ability, and interest, described in greater detail below. A connected trail system, either on-street or off-street, provides opportunities to access a variety of destinations for all ages and abilities, and can provide recreational trails for specialized bicycling interests.

- Advanced: These are cyclists that are very experienced in riding with motor traffic and generally prefer to ride on streets.
- Basic: Most people generally fall within this group. Basic cyclists might feel comfortable riding on-street in neighborhoods with low traffic or in areas with adequate on-street bicycle facilities.
- Children & Seniors: While many seniors (and some children) fall into one of the two above categories, they generally fall into a third category based on their experience levels and physical abilities. Generally slower and less quick to react, children and seniors often only ride their bikes on grade-separated paths or on very low traffic streets.
- Mountain & Off-Street Biking: These cyclists may vary in skill but are generally utilizing specific trails found in large natural areas that feature terrain changes and built obstacles.

EQUESTRIAN RIDERS

Equestrian users, or horseback riders, may use trails for recreational use. Typically, equestrian users prefer loose or compacted dirt trails in order to protect horse hooves. Equestrian use is permissible on many types of recreational trails and can sometimes be accommodated on paths parallel to hard-surface and urbanized metropolitan multi-use trails.



IN-LINE SKATERS AND SKATEBOARDERS

Paved multi-use trails that accommodate pedestrians and bicyclists are likely to attract in-line skaters and skateboarders as well. The needs and preferences of skaters are typically the same as pedestrians and bicyclists.



PEOPLE/PERSONS WITH DISABILITIES

Many trail systems accommodate trail users who utilize a walker, wheelchair, stroller, or similar wheeled assistive device. Accessibility and safety are the main priorities for people/persons with disabilities. This user group may use trails for recreation and transportation but may not be equipped to utilize some specialized recreation facilities such as rugged hiking trails or single-track mountain biking trails.

TRAIL DESIGN RESOURCES

One size does not fit all! Sherman's existing network of trails includes segments of trails built for different interests, to fit into the surrounding built or natural environments, and to make the best use of available funding. The construction of a city-wide trails network will require site-specific design applications which reflect these and other variables.

Trail development will require that best practices in design and construction are calibrated to function properly within local conditions. This chapter highlights key trail design factors that should be considered when extending or improving the City's trails network. This design guidance is intended to be instructive only and should augment — not substitute — local professional judgment. Furthermore, the recommended trail design features and treatments contained in this chapter are intended to align with and be an extension of the standards and guidelines of applicable federal and state agencies and professional organizations.

REFERENCE GUIDE

The design recommendations contained in this Plan are derived from national best practices and should not be used exclusive of other federal, state, and professional resources. Landscape architects and engineers developing a trail should consider at least the following standards and guidelines.

TABLE 2.1 BICYCLE AND PEDESTRIAN FACILITY DESIGN RESOURCES[1]

RESOURCE	ORGANIZATION	YEAR[2]
Guide for the Development of Bicycle Facilities	AASHTO	2012
Guide for the Planning, Design and Operation of Pedestrian Facilities	AASHTO	2021
Bikeway Selection Guide	FHWA	2016
Manual on Uniform Traffic Control Devices	FHWA	2020
Shared-Use Path Level of Service Calculator	FHWA	2006
Small Town and Rural Multi-modal Networks	FHWA	2019
Urban Bikeway Design Guide	NACTO	N/A
Public Rights-of-way Accessibility Guidelines	US ACCESS BOARD	VARIES
ADA Standards for Accessible Design	US ACCESS BOARD	N/A

1. Principal resources only. Not all-inclusive. Excludes associated federal and state policy briefs and statements.
2. Most recent edition.

TRAILS CONTEXT

When developing Sherman's trail network, designers must consider not only the build conditions of today, but also the potential for surrounding land uses to change in ways that affect long-term trail function. Basic design variables that must be considered in the design of all trail segments are listed on the following pages. Ultimately, alternative design solutions will be necessary in many instances to account for site-specific conditions and cost constraints.



Mountain bike user in Sherman, Texas

PUBLIC REVIEW DRAFT 09.06.22

TRAIL DESIGN BASICS

TRAIL WIDTH

Although national guidance suggests a standard (two-way) multi-use trail width of 10 feet, greater widths can better accommodate bicycle and pedestrian traffic for popular trail segments. The FHWA's Shared-use Path Level of Service Calculator (SUPLOS) may be used during design to determine if trail widths of greater than 10 feet are needed. Narrower trail widths may be necessary at times for lesser used pedestrian-only connector segments.

TRAIL SURFACE

For maximum accessibility, most greenway and street corridor trails employ a hard surface such as asphalt or concrete, but soft surface materials such as crushed granite can be an acceptable material and allow for future modifications. Surface types will be influenced by cost of development, cost of maintenance, setting, and environmental factors.

TRAIL CLEARANCE

Well-designed and maintained trails are kept clear of obstructions. Horizontal clearance — the distance from the pavement edge to the nearest adjacent encroachment — will vary from a minimum of 2 feet or more depending on whether accessory amenities such as signage or seating amenities are present. Vertical clearance is the distance from the trail surface to overhanging obstructions.

ACCESSIBILITY

National guides establish clear requirements on maximum cross-slopes, running grades, compliant curb ramps and more to ensure trail accessibility to a wide cross-section of users. The US Access Board's Public Rights-of-Way Accessibility Guidelines (PROWAG) should be consulted to ensure compliance with the Americans with Disabilities Act (ADA).

MODE SPLIT

In areas where high volumes of trails or pedestrian users are expected, consideration should be given to splitting users onto two parallel facilities. Splitting the trail in targeted areas along the street may require the construction of distinct bicycle facilities (i.e. bicycle lanes) and sidewalks.

INTERSECTIONS

Facility treatments where trail users will interact with motor vehicle traffic will vary greatly depending on whether the interaction occurs at a controlled or uncontrolled intersection. The application of pavement markings, signage, signalization and traffic calming features will be influenced by traffic volumes, street widths, mid-block versus intersecting street locations, and the location of the trail crossing.

DESIGN SPEED

There is no common design speed recommended for multi-use trails. Design speed will vary depending on the type of users (and mode split) anticipated, terrain and preferred surface. Design speed should consider the fastest possible user which most multi-use trails accommodate (i.e. bicyclists) and how the user's speed may be moderated in a way that respects the comfort and safety of slower trail users.

CONNECTIVITY

Trail safety, comfort and utilization will depend on the frequency of access points to and from adjacent properties. Local development codes should require unobstructed pathways between adjacent development and all metropolitan trail corridors where feasible and should define an expected frequency of access points from adjacent development to greenway trail corridors.

TRAIL DESIGN STANDARDS

GREENWAY TRAIL DESIGN FEATURES

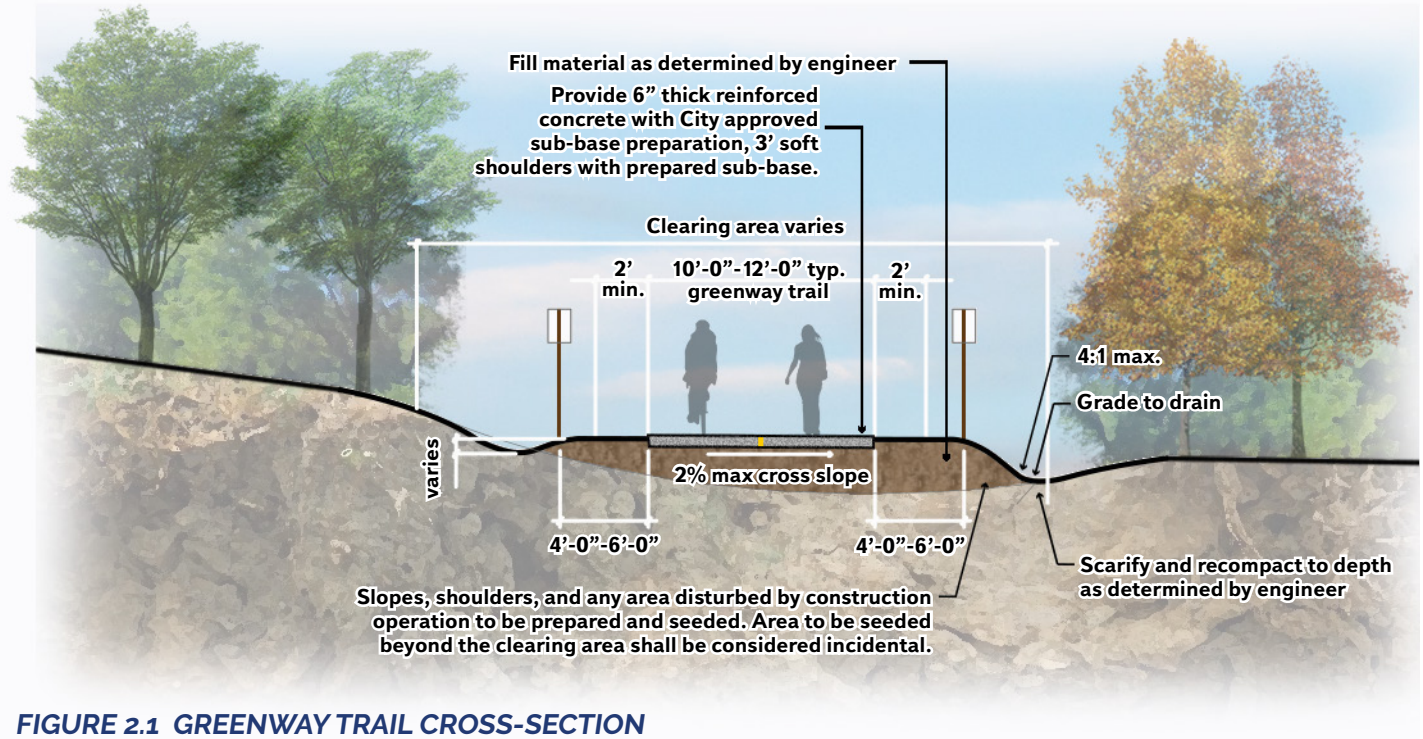


FIGURE 2.1 GREENWAY TRAIL CROSS-SECTION

Greenway Trail Design Features illustrates the recommended design of a “typical” greenway trail segment when applying the ‘Trail Design Basics.’ It assumes the application of a paved trail surface for a low-to-moderate volume of bicyclists, pedestrians, wheelchair users and others.

Final trail design will vary by segment. Other design considerations include:

- **Pervious surfaces**: Some trail segments may employ a pervious surface such as decomposed granite or crushed stone that contains about 4 percent fines by weight, and compacts with use. Where possible, concrete ribbon curbing may be used to maintain the trail surface edge.
- **Parallel Paths**: In anticipated areas of high future usage, acquire wide right-of-way or easements, and grade additional shoulder widths to provide for trail widening or the addition of future parallel paths.
- **Striping**: A dashed yellow centerline stripe should be provided for two-way traffic while a solid yellow line should be applied on tight/blind corners, on bridges, in tunnels and at approaches to street crossings.
- **Signage**: Traffic control signage adhering to proper Manual on Uniform Traffic Control Devices (MUTCD) standards should be provided on the trail (for trail users) and adjacent streets (for motorists) to promote safe behavior when using or crossing the trail.
- **Lighting**: Targeted lighting installation should occur at every point where the trail intersects with a street and on the approaches to and within tunnels and underpasses. Additional lighting should occur on those stretches of trail that may serve as key transportation corridors and are intended for 24-hour use.

STREET CORRIDOR TRAIL DESIGN FEATURES

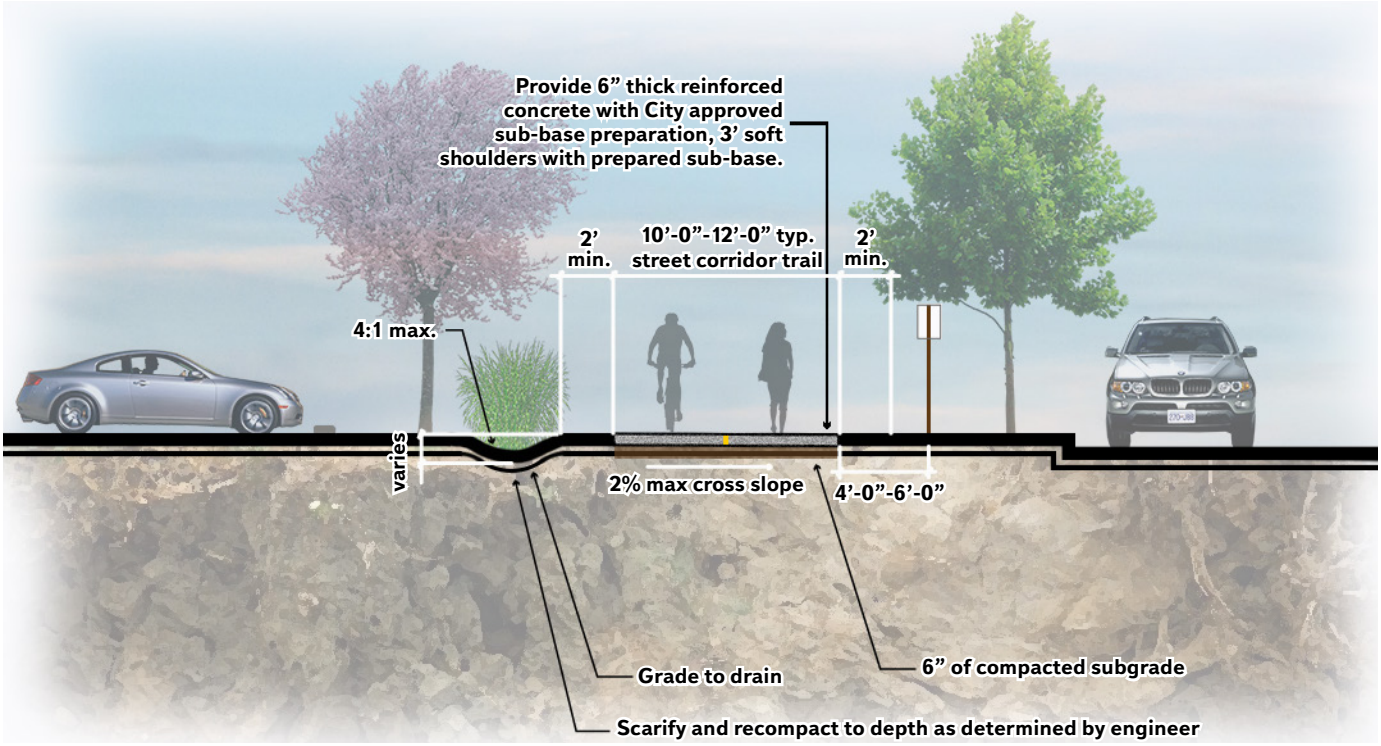


FIGURE 2.2 STREET CORRIDOR TRAIL CROSS-SECTION

Street Corridor Trail Design Features illustrates the recommended design of a "typical" street corridor trail segment when applying the 'Trail Design Basics.' As illustrated above, the trail is designed to accommodate a low-to-moderate volume of bicyclists, pedestrians, wheelchair users and others.

Street corridor trails should always be designed primarily as a transportation facility due to the direct proximity and relationship of the trail with adjacent transit and motor vehicle facilities. Other design considerations include:

- **Property Access:** Defined pedestrian access paths between the street corridor trail and adjacent buildings/structures should be provided independent of motor vehicle access.
- **Parkways**: User comfort will be increased by the physical separation of the trail from adjacent traffic. Parkway separation from motor vehicle travel lanes should be at least six feet on local streets with buffers increasing with higher posted speed limits and additional travel lanes.
- **Shade**: The incorporation of street corridor trails into a street corridor should be accompanied by additional streetscaping features including trees. The targeted and deliberate placement of street trees in the parkway provides shade and a physical barrier between trail users and motorists.
- **Striping**: A dashed yellow centerline stripe should be provided for two-way traffic while a solid yellow line should be applied on tight/blind corners, on bridges, in tunnels and at approaches to street crossings.
- **Signage**: Traffic control signage adhering to proper standards should be provided on the trail (for trail users) and adjacent streets (for motorists) to promote safe behavior when using or crossing the trail.

SAFETY AND SECURITY

A usable trails system incorporates essential design features that promote the safe utilization of the trail and additional features that provide an inviting and secure environment for visitors. The most effective and most visible deterrent to illegal activity in a trail corridor will be the presence of legitimate trail users. As a general pattern, introducing legitimate use into an area through the provision of comfortable, attractive, and easy-to-use facilities tends to drive out illegitimate use.

SAFETY PROGRAMS

A primary safety and security concern is good access to trails for police patrols and emergency vehicles. Trails must accommodate this need by having regularly-spaced access points and being continuous and of sufficient width to accommodate emergency vehicles. Additional public safety measures appropriate for trail facilities include:

Police Patrols — Schedule regular police patrols along each of the City's trail corridors. Bicycle-mounted officers on patrol at trailheads, access points, and along the trails themselves will provide the most reassuring deterrent to criminal activities.

Emergency Response — Provide the Fire and Police Departments with a map of the trail system that shows access points and mile markers. Provide keys or combinations to locked gates and/or bollards to ensure quick emergency response.

Public Safety Programs — Implement programs that educate and encourage citizens about public safety along the trail system. An example of such programs is a 'Cells on Trails' program, which could be provided by the Police Department and would encourage citizens to carry cell phones when they use the trail system.

High-level of Maintenance — A well-maintained trail system expresses the community's pride in its public spaces and encourages the citizens to care about trails in their neighborhoods. Considering Wilson and Kelling's "Broken Windows Theory," a high level of maintenance will discourage undesirable activity along the trails.



Rider with helmet, glasses, and gloves in Sherman

ADDRESSING COMMUNITY CONCERNS

Quite often, planning for trails can cause community concerns about public safety and effects on property values. However, several studies have shown that crime rates associated with properly-designed trails (that include screening, lighting, and regular access points) generally reflect the existing crime rates within the neighborhood. In other words, trails have not been shown to increase crime rates. In addition, these same studies show that real estate adjacent to or near a trail corridor sells for a premium and is on the market for a shorter period than other comparable houses. As far as how to use this information to address community concerns, it is recommended when neighborhood meetings are held to discuss a specific trail project, the City should have a police officer and real estate agent in attendance to answer citizens' questions.

UNDERPASSES

Underpasses should be well lit and attractive and project a sense of security. Underpass trail segments should be designed to occasionally withstand drainage flow.

RAILINGS AND FENCING

Railing and fences are essential features on bridges but may also be utilized on some boardwalks in areas where there may be incompatible or adjacent land uses, or adjacent to natural drop-offs in terrain.

BRIDGES

Bridges should be as wide as the trail (at a minimum); but preferable one to two feet wider on each side. This is to account for bicyclists to "squeeze" into a space that is perceived as more constrained due to handlebar width and so that users can stop and view the adjacent scenery without obstructing the trail.

LOW-WATER CROSSINGS

Low-water crossings should not exceed 4 feet from the path surface to the waterway flow line unless approved by a professional engineer. Any crossing exceeding 4-foot vertical separation will require a bridge to ensure the trail is compliant with national standards. For creek crossings that require a short span, box culverts can be used with handrails.

LIGHTING

Lighting should be provided for all parking areas, trailheads, and street crossings. Policies for lighting along trails should consider whether the trail is a component of a high-volume public amenity or whether the specific trail segment is intended to serve as a significant active transportation corridor requiring 24-hour illumination.



Pedestrian bridge on the Big Bear Creek Trail in Grapevine, Texas

TRAIL FEATURES AND AMENITIES

For a local or regional trail system, the addition of trail amenities improves the user experience. The list below contains trail amenities that could be added to trails in Sherman.

SAFETY FEATURES

Designed to address trail user safety - including among trail users; and, where trail user and motor vehicle interaction may occur. Most wayfinding safety features must be consistent with Manual on Uniform Traffic Control Devices guidance.

- **Traffic control signage.** Includes "stop," "yield," and other traffic control features, plus warning signs and hazard markings.
- **Pavement markings.** Includes dashed and solid striping for two-way travel and miscellaneous markings that can be coupled with traffic control signage to advise the user about trail conditions.

SUPPORT FEATURES

Designed to improve the trail user experience and make the system more accessible, enjoyable and utilitarian for recreation and transportation purposes.

- **Directional Signage, Maps, Kiosks.** Includes key trail information such as routes, amenities, and destinations. Content may also include accessibility, level of difficulty, and distance and direction to trailheads or destinations.
- **Distance markings.** Can be a vertical feature adjacent to the trail and/or a feature applied directly into the trail surface.
- **Informational signage.** Content may include historic and environmental facts about the natural features associated with the trail.

OTHER TRAIL AMENITIES

Other amenities may include pet waste receptacles, rest areas, shade structures, and bike repair stations.

- **Bike racks.** Bike racks let trail users secure their bicycles if they want to stop along the trail, especially at parks and additional attractions.
- **Drinking fountains.** Because of the hot temperatures, the majority of the year in Texas, the addition of water stations along a trail is important to keep trail users and pets hydrated.
- **Fitness stations.** Fitness stations provide unique opportunities for trail users to exercise on equipment while using the trail.
- **Lighting.** If trails are open to users during dark hours, lighting is recommended to keep trail users safe.
- **Parking.** It is important to provide trail-head parking at trail access points for residents and visitors to Sherman who need to drive to access the trail.

WAYSIDES

Waysides, or stopping/resting points, can enhance the trail user experience by providing intermittent places along a trail to rest, gather, or observe key views of trailside features. Although not typically located at an access point (such as a trailhead), waysides may be located at intervals along a trail segment or at intersecting points and may provide some (or many) of the same amenities that may be found at a trailhead.

RECREATIONAL TRAIL DESIGN FEATURES

The specific focus of many types of recreational trails means that they must often incorporate specialized design features meant to serve the unique needs of focused user groups. While many of the bicycle and pedestrian design resources listed previously may be applicable for site amenity trails within specific parks or other destinations, recreational trails serving targeted user groups such as avid mountain bikers or equestrians must include customized design components.

MOUNTAIN BIKING TRAILS

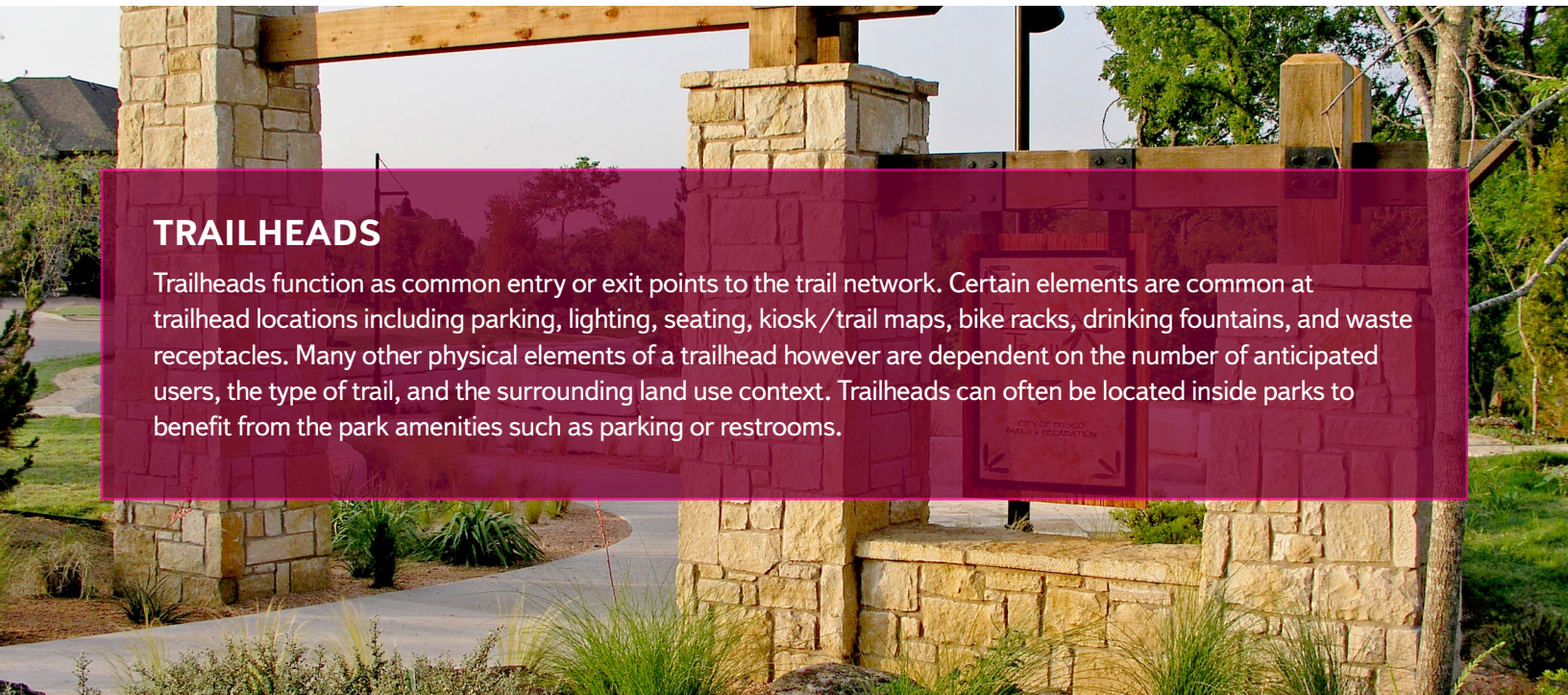
Customized mountain biking trails (including cross-country, flow, and downhill sub-types) are designed to utilized natural terrain to provide users with riding challenges extending across a range of difficulty. Although many mountain biking trails also support some hiking or jogging activity, well-designed systems are increasingly limiting access solely to mountain-biking enthusiasts due to design features that combine speed, jumps and drops.

Key mountain biking trail features include trailheads with parking, wayfinding and bike maintenance features, hub markers for orientation and trail signage that provides a thorough description of the features of each trail segment and trail safety/etiquette. The International Mountain Biking Association (IMBA) produces authoritative resources on mountain bike trail design:

- **Guidelines for a Quality Trail Experience (2018, with the U.S. Dept. of Interior, Bureau of Land Management)**
- **Trail Solutions, IMBA's Guide to Building Sweet Singletrack (2004)**



Above: *Mountain biker in Sherman;* ***Below:*** *Trailhead at Walnut Creek Linear Park in Mansfield, Texas*



TRAILHEADS

Trailheads function as common entry or exit points to the trail network. Certain elements are common at trailhead locations including parking, lighting, seating, kiosk/trail maps, bike racks, drinking fountains, and waste receptacles. Many other physical elements of a trailhead however are dependent on the number of anticipated users, the type of trail, and the surrounding land use context. Trailheads can often be located inside parks to benefit from the park amenities such as parking or restrooms.

HIKING TRAILS

Hiking trails provide able-bodied hikers and walkers with the opportunity to enjoy an "up-close" experience with the surrounding natural environment and are often located in areas with challenging topography that may be inaccessible to some users. Hiking trail design is meant to promote passive enjoyment of nature and low-impact design is meant to limit disturbances to the area.

Essential United States Forest Service resources on trail design include the following:

- **Standard Trail Plans and Specifications (2014)**
- **TRACS, Trail Assessment and Condition Surveys (2011)**
- **Forest Service Trail Accessibility Guidelines (2013)**



Hiking trail in Binkley Park

EQUESTRIAN TRAILS

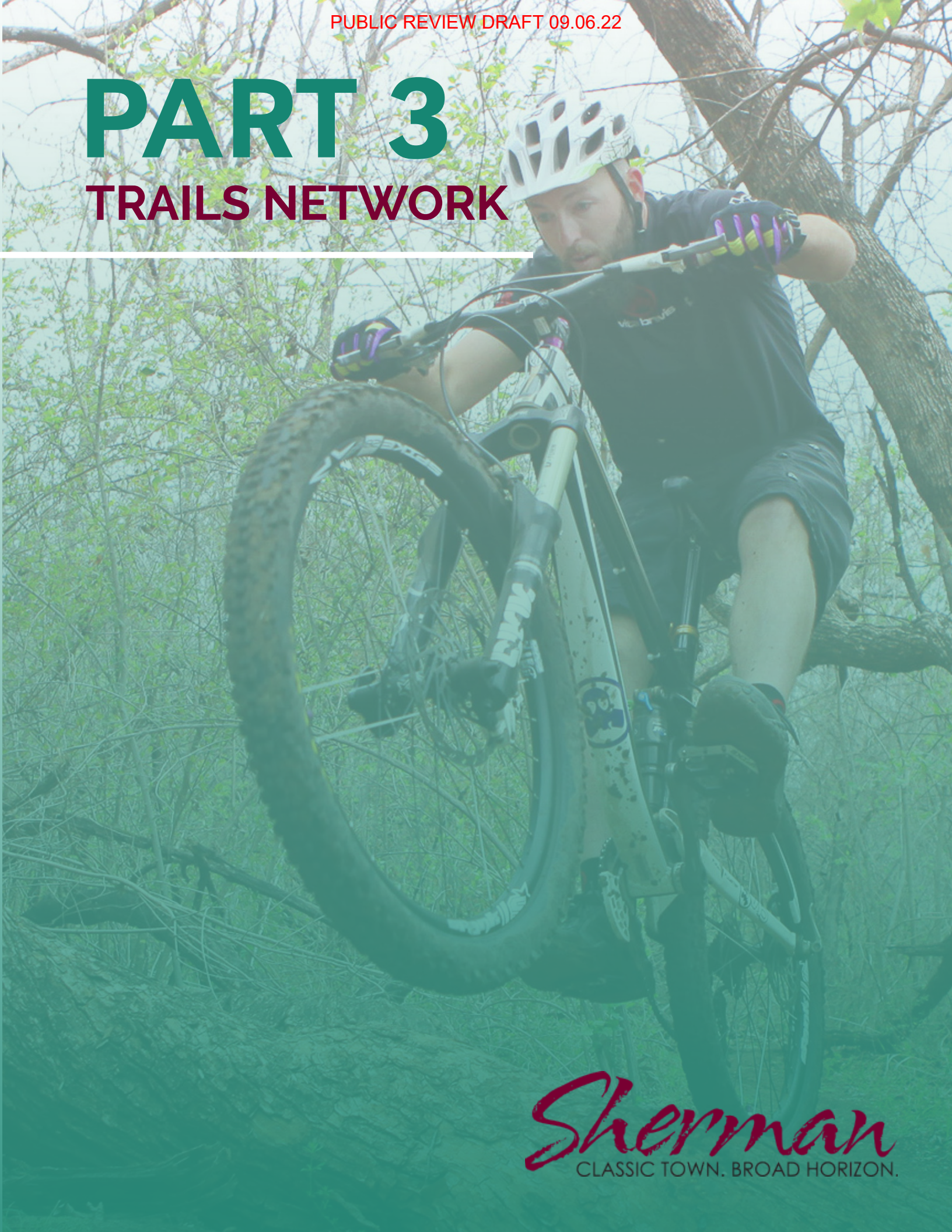
As with other user groups, trail design to serve equestrians — including the riders and their stock — requires specialized design considerations. Trailhead and parking needs will differ from most other trail types due to the size of vehicles and need to corral animals. Trailway surfaces, clearances and grades, and bridge structures will also require alternative applications to meet the needs of users. Perhaps the greatest issues arise with the manner in which a community may choose to provide shared versus parallel or separated trail access to equestrians, bicyclists and pedestrians.

The **Equestrian Design Guidebook** produced by the United States Forest Service provides detailed and comprehensive guidance on equestrian trail design. Standard Trail Plans and Specifications (2014)



Horseback riders on an equestrian trail

PART 3
TRAILS NETWORK



Sherman
CLASSIC TOWN. BROAD HORIZON.

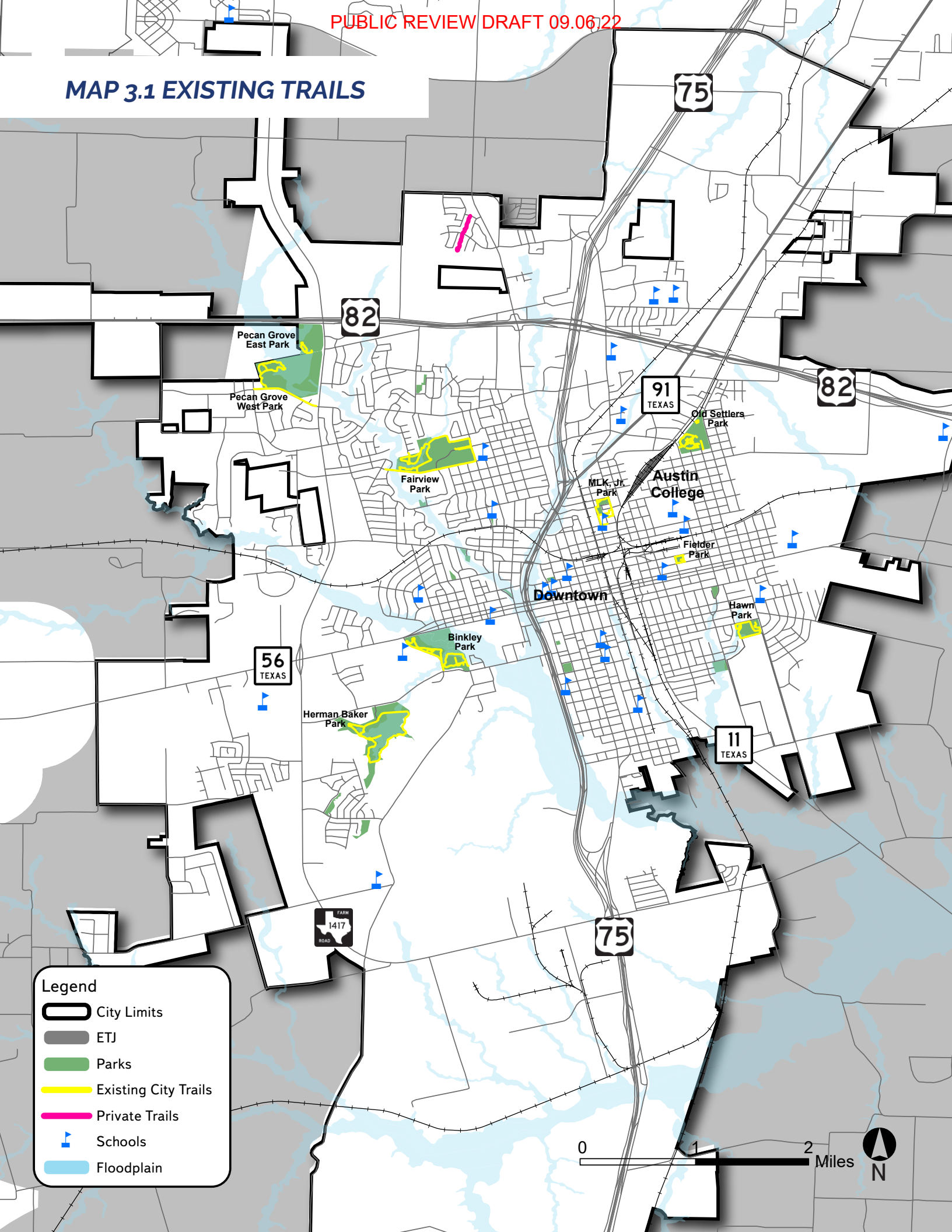
Existing Trails

The City of Sherman currently has 13.8 miles of existing trails, as shown in **Map 3.1, *Exisiting Trails***. All of these trails are in-park trails located within existing parks, seven miles of which are mountain bike trails located in Binkley Park. Though there currently are no trails which extend outside of parks, Sherman has a good beginning for a premier network of trails. Regionally, Sherman has the opportunity to connect to the existing Katy Trail, a trail along the old M-K-T Railway. Portions of this regional trail are already built out in both Dallas and Denison, with plans underway to develop additional segments.



In-park trail in Fairview Park

MAP 3.1 EXISTING TRAILS



Opportunities

Physical features within a community affect the location of proposed trails. Below are some corridor opportunities for trails to be incorporated.

RAILWAYS
Sherman has two abandoned railroads that would be great opportunities for trails. For existing rail, rail-with-trail options are possible for low-volume rail lines.

EASEMENTS
Existing easements and rights-of-way could be potential locations or connections for trails.

UTILITIES
Sharing a trail corridor with a utility easement is not only an efficient use of space, but it also has the potential to lower the costs associated with trail development.

FLOODPLAINS
Development restrictions on floodplains are great opportunities for trails in open space corridors.

Constraints

Barriers to trail connectivity can be either nodal (i.e. intersections, development tracts, etc.) or linear (i.e. highways, railroads). Sherman has existing impediments that can influence the alignment of proposed trails, although many of these same natural and man-made barriers also provide opportunities for future trails that support walking and bicycling.

HIGHWAYS
Highways typically require an above, such as US-75, or below grade crossing and pose safety and cost concerns.

INTERSECTIONS
Can require complex customized solutions. Intersection crossings are a critical component of a connected system and should be a priority of trail planning.

CREEKS
When developing along a creek the trail will almost inevitably need to cross the creek at some point which can be expensive. Frequent floods can also lead to increased maintenance.



Pedestrian bridge inside Fairview Park

Prioritization

The City of Sherman should take steps to integrate some or all of the projects listed in the following section, starting on page 30, into Sherman's overall Capital Improvements Program (CIP). To assist in the integration of this Plan into the CIP process, this Plan has established priority trail segments from the proposed trails network. The priority segments were selected to create a central trail spine which connects the largest parks in Sherman with schools and downtown. This prioritization is suggested based on ideal trail connectivity and does not account for project feasibility. Additionally, trail segments are labeled for ease of reference and are not listed in any particular order.

The Trails Master Plan is not a static plan but is meant to be evaluated, adjusted and changed as needed. Each individual alignment is indicative of desired linkages; exact placement will be determined in the field based on conditions and other factors. When the City begins to develop a trail they should consider the following criteria: "Community Benefits" and "Project Feasibility." Community Benefit criteria are tied to the guiding principles for this Plan and how the recommended projects benefit the community. Project Feasibility criteria involve the impact of a proposed project on considerations such as cost, constructibility, and project leveraging. Trail development can take years and sometimes even decades to come to fruition. As time passes it is to be expected that the City will need to re-prioritize trails based on funding, changes in development or land use patterns, and other extenuating circumstances. The City should use the below criteria and the guiding principles of this plan to re-prioritize.

TABLE 3.1 TRAIL DEVELOPMENT CRITERIA

CRITERIA	NOTES
CONNECTED - EXISTING AND PLANNED NETWORK	The trail segment will extend or fill a gap within the trails network.
CONNECTED - SCHOOLS, PARKS, AND COMMUNITY DESTINATIONS	The trail segment will provide a direct connection to one or more schools, parks, employment centers, or community destinations.
SAFE	The trail segment addresses an existing safety problem or eliminates a barrier to pedestrian and/or cyclist access and connectivity.
NATURAL	The trail segment will be located in a natural area and/or part of the segment will be off-street.
PUBLIC INTEREST	The project addresses a documented public need or preference.
COMMUNITY DEVELOPMENT	The trail segment may serve as a catalytic investment that spurs or supports broader community economic development efforts.
CORRIDOR AVAILABILITY	The project may be accommodated within existing rights-of-way, city-owned land, or easements.
CORRIDOR CONSTRUCTIBILITY	The project may be accommodated within existing rights-of-way, city-owned land, or easements with limited physical or environmental barriers.
COST SHARING	The project can/will be partially funded through non-municipal sources, grants, agency donations, and other external sources.
PROJECT LEVERAGING	The project may be coupled with, or incorporated into, a traffic capacity and/or rehabilitation project programmed at the location.

Proposed Alignments

The trail corridor alignments depicted on the **Map 3.2, *Proposed Trails***, on the next page, are conceptual. They are presented for planning purposes only. The trails network depicts both destinations and alignments that were identified throughout the planning process as desirable for the ideal the trails network. Final trail corridor alignments will vary depending on land availability or suitability conditions on individual parcels revealed during the corridor acquisition and schematic design process.

Suggested locations for initial trailheads are indicated on **Map 3.2, *Proposed Trails*.** These locations were chosen in order to provide an adequate distribution of access points across the city. Suggested locations were determined based on potential land availability; intersection of more than one trail; proximity to a park, school, or highway; and relation to the spine network. It should be noted that as the trail system is built and alignments become more refined other trailhead locations will arise. These locations are suggestions for some potential early trailhead locations. Generally a trailhead should include at minimum the following: five to ten parking spaces, a drinking fountain, bike racks, seating, lighting, trail markers, and a kiosk/map of the trails. Locating near a park will allow the trailhead to capitalize on amenities already existing within the park.

As this is Sherman's first Trail Master Plan it is inevitable that the trails network proposed in this plan will need to be altered and amended based on changes in land ownership, development, right-of-way acquisition, and permitting. Much like the Future Land Use Map in the Comprehensive Plan, the City of Sherman should refer to and possibly amend this map when developers are planning trails, the City is planning new parkland, or anytime major land changes are happening in Sherman.

SEGMENT DESCRIPTIONS

As mentioned previously on page 26, this Plan has established priority trail segments from the proposed trails network. The entire trails network, including priority trails, have been broken into manageable segments for ease of reference which are organized in no particular order. The rest of this chapter analyzes the segments as shown on the map on page 29. Each of these segments is accompanied by a brief description and map showing the general suggested alignment. For clarity, a locator map is provided to help the reader identify the location of each segment within Sherman.

- **Description** — A brief description of the alignment including where it passes, what it crosses, and what it connects to.
- **Material/Width Preference** — This section indicates the trail material recommended for each segment and its width. This recommendation is based on industry best practices and recommendations. Material choice is ultimately a decision the City will need to make based on construction and maintenance costs, topography, and environmental restrictions.
- **Approximate Length** — The lengths of the segments are general approximations.
- **Key Destinations/Connections** — This section provides an overview of what destinations the segment connects (such as schools, neighborhoods, businesses, etc.).
- **Issues** — The major issues associated with each corridor segment are identified in this section.
- **Opportunities** — The major benefits associated with each corridor segment are identified in this section.
- **Planning-Level Cost Estimates** — Estimations of trail development costs from a planning-level or pre-design stage. More accurate studies and reviews will be necessary to determine specific costs for each trail. See page 28 for more details.

COST ESTIMATES

Estimating the costs of building trails requires familiarity with the local geography, terrain, drainage and other environmental factors that would impact the City of Sherman's design, labor or material budgets. In this Plan, cost estimates created for Priority One trail segments unit are "planning level" estimates for proposed new trails at a pre-design stage. These costs include approximate estimations for costs of demolition, erosion controls, and striping and signage. Hard surface trail cost estimates were created assuming concrete which is generally an industry best practice for trails due to its durability and low maintenance costs. Where pedestrian crossings are unavoidable (i.e., segments which cross US-75 or creeks) generic costs were included for pedestrian bridges, underpass crossings, or box culvert creek crossings. Cost estimates are presented as a range using low and high prices of materials and labor from across the state of Texas. Specific cost estimates for Priority One trail segments can be found on pages 30 to 36.

TABLE 3.2 COST PER UNIT

ACTIVITY	PLANNING LEVEL COST ESTIMATES
Demolition Allowance - Existing Structures, Vegetation Removal & Misc.	2 - 4% of cost
Concrete Walkway (includes sub-grade prep)	$7 - $14 per SF
Erosion Control Measures	$3 - $5 per SF
Detectable Warning Concrete Pavers (ADA)	$600 - $1000 each
Striping & Signage Allowance	1% of cost
Concrete Box Culverts (Creek Crossing)	$500 per LF
Soft Costs (Professional Design Services, Design Survey, Geotechnical, etc.)	10 - 20% of cost

LS = Lump Sum; SF = Square Foot; LF = Linear Foot

Assumptions and Disclaimers

Recommendations presented in this Plan include opinions of probable construction costs (OPCC) for suggested trail additions, and improvements. **Where presented, OPCC are subject to the assumptions and disclaimers summarized below.**

A. All Opinion of Probable Construction Costs(OPCC) represent the Consultant and their Sub-Consultant(s) best judgment as professionals, familiar with the construction industry and current available unit pricing; Consultant/Sub-Consultant(s) do not guarantee that proposals, bids or actual project costs will not vary from its Opinion of Probable Construction Costs. Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

B. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e. unknown subsurface conditions, etc.). Unit pricing based on today's dollars.

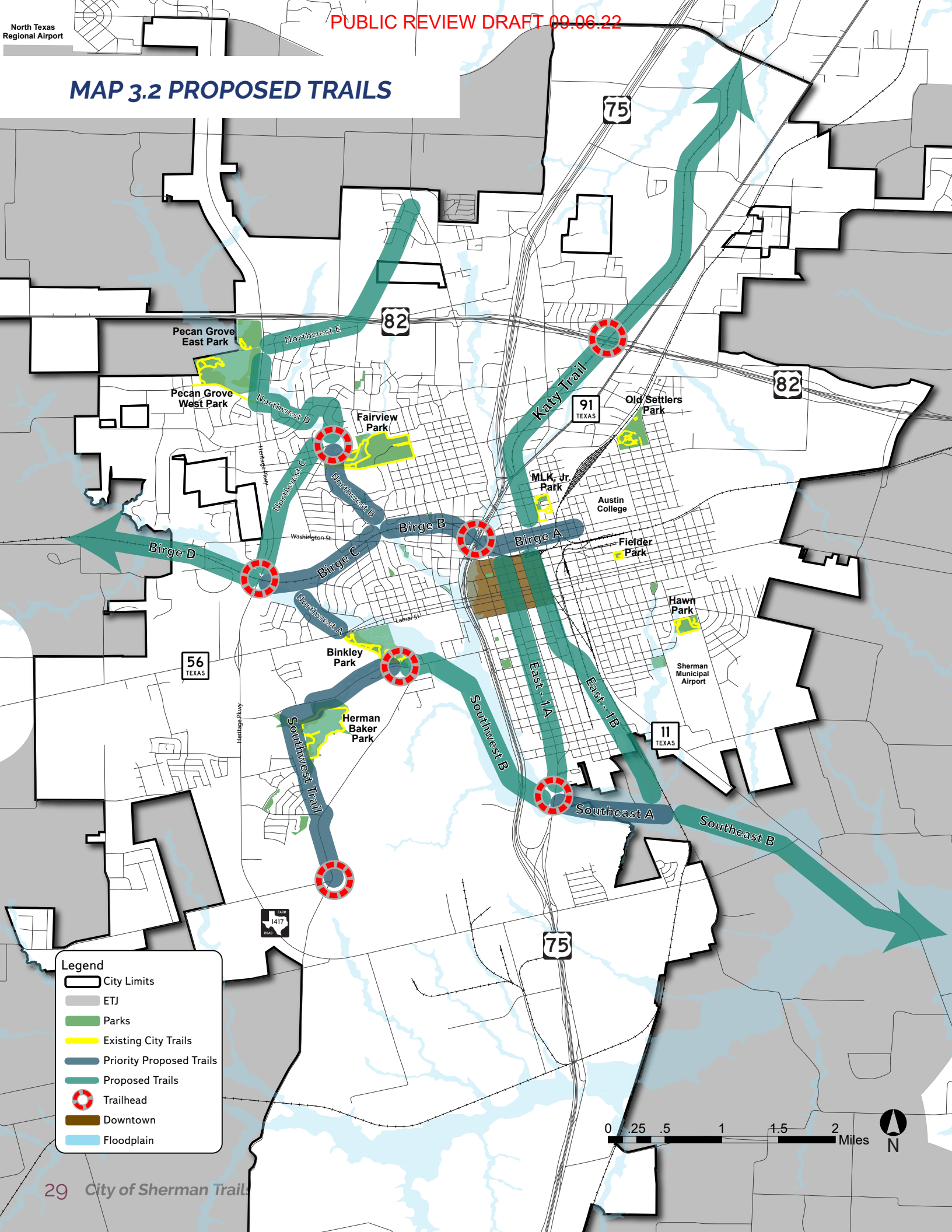
C. 15-25% Construction Contingency included to cover unknown site development costs due to master plan level of detail (unclassified demo, e/s controls, unclassified earthwork, drainage infrastructure, water/wastewater improvements, primary/secondary site electric, general conditions of the contract, etc. , unless otherwise noted).

D. This OPCC does not include utility adjustments/relocations/extensions/services for storm sewer, domestic water, sanitary sewer, gas, electric or communication utility lines off site.

E. Environmental and regulatory review, permitting, and fees are not included in this OPCC.

F. Projection of future construction costs should include a 10 percent annual increase at a minimum.

MAP 3.2 PROPOSED TRAILS



BIRGE TRAIL - A

DESCRIPTION

Birge Trail segment A runs east and west from US-75 to North Porter Street along East Brockett Street north of downtown towards Austin College.

MATERIAL/WIDTH PREFERENCE

10’ wide hard surface sidepath

APPROXIMATE LENGTH

Planned: 0.9 miles

KEY DESTINATIONS/CONNECTIONS

Connects downtown, Austin College, and the future trails in west Sherman.

ISSUES

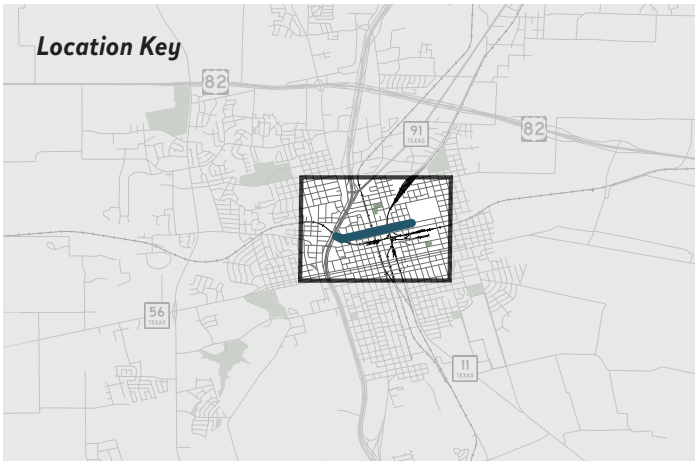
Existing pedestrian and bicycle infrastructure stops at Travis Street. A connection crossing US-75 is needed. Potential options include constructing a bridge crossing US-75 at the abandoned railroad alignment or using the existing underpass at Washington Street which is significantly less expensive.

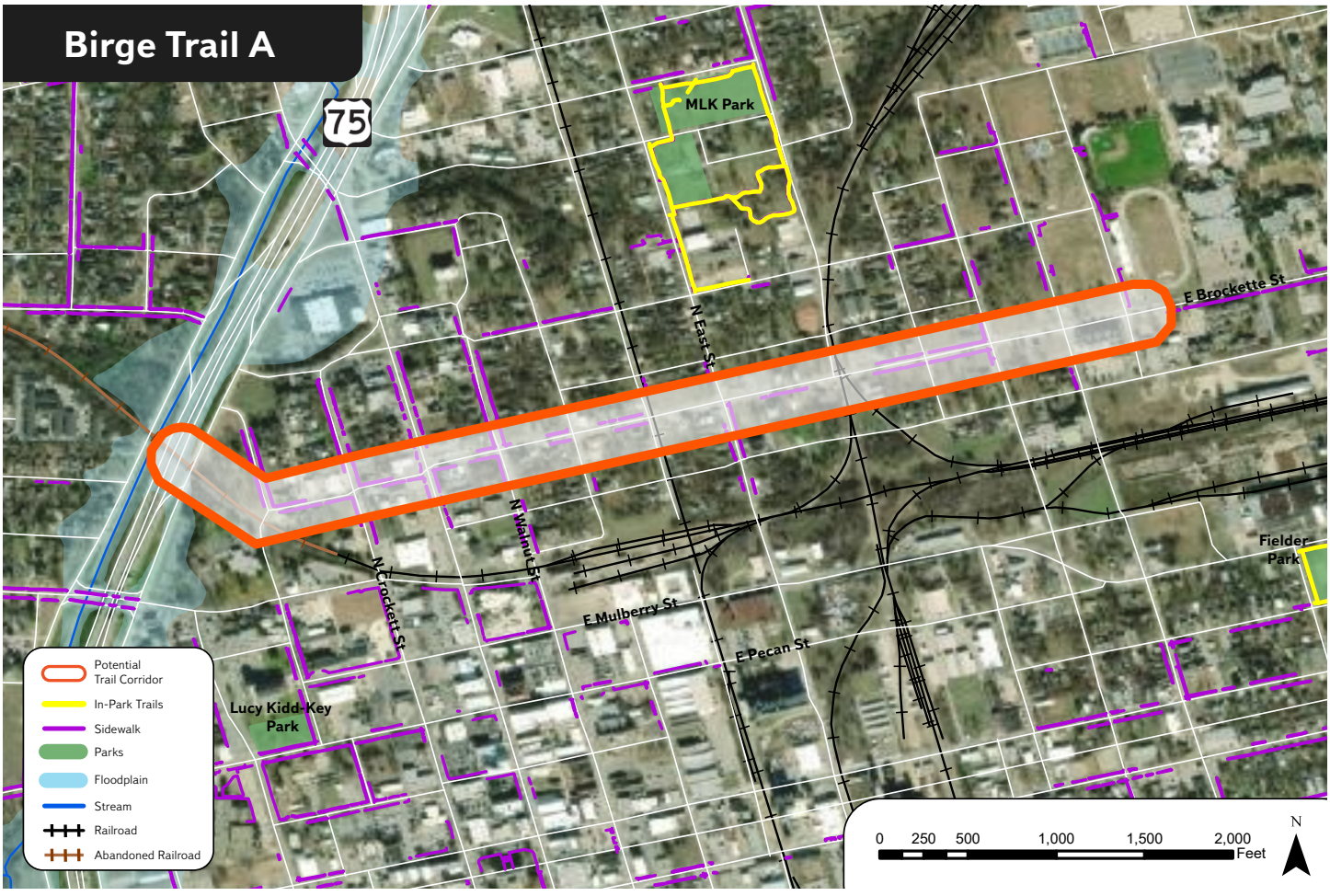
OPPORTUNITIES

Increase connectivity from the west side of the city to downtown. Along this segment, existing sidewalk infrastructure is in good condition and some bike infrastructure exists.

PLANNING-LEVEL COST ESTIMATE

$841,618 - $3,032,794





BIRGE TRAIL- B

DESCRIPTION

Birge Trail segment B is located on the west side of Sherman in an established residential area. This segment runs east and west from US-75 to Post Oak Creek along an abandoned railroad corridor.

MATERIAL/WIDTH PREFERENCE

10’ wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.7 miles

KEY DESTINATIONS/CONNECTIONS

This segment connects downtown an US-75 on the east side of the segment to Post Oak Creek on the west side.

ISSUES

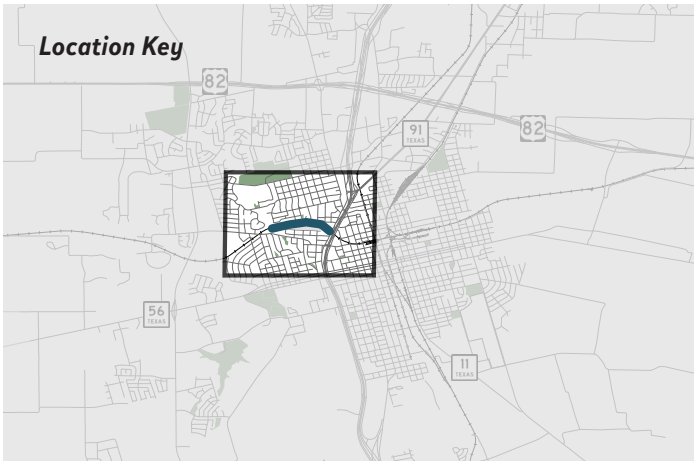
A connection under or over US-75 to the adjacent trail segments is needed on the east end of this segment.

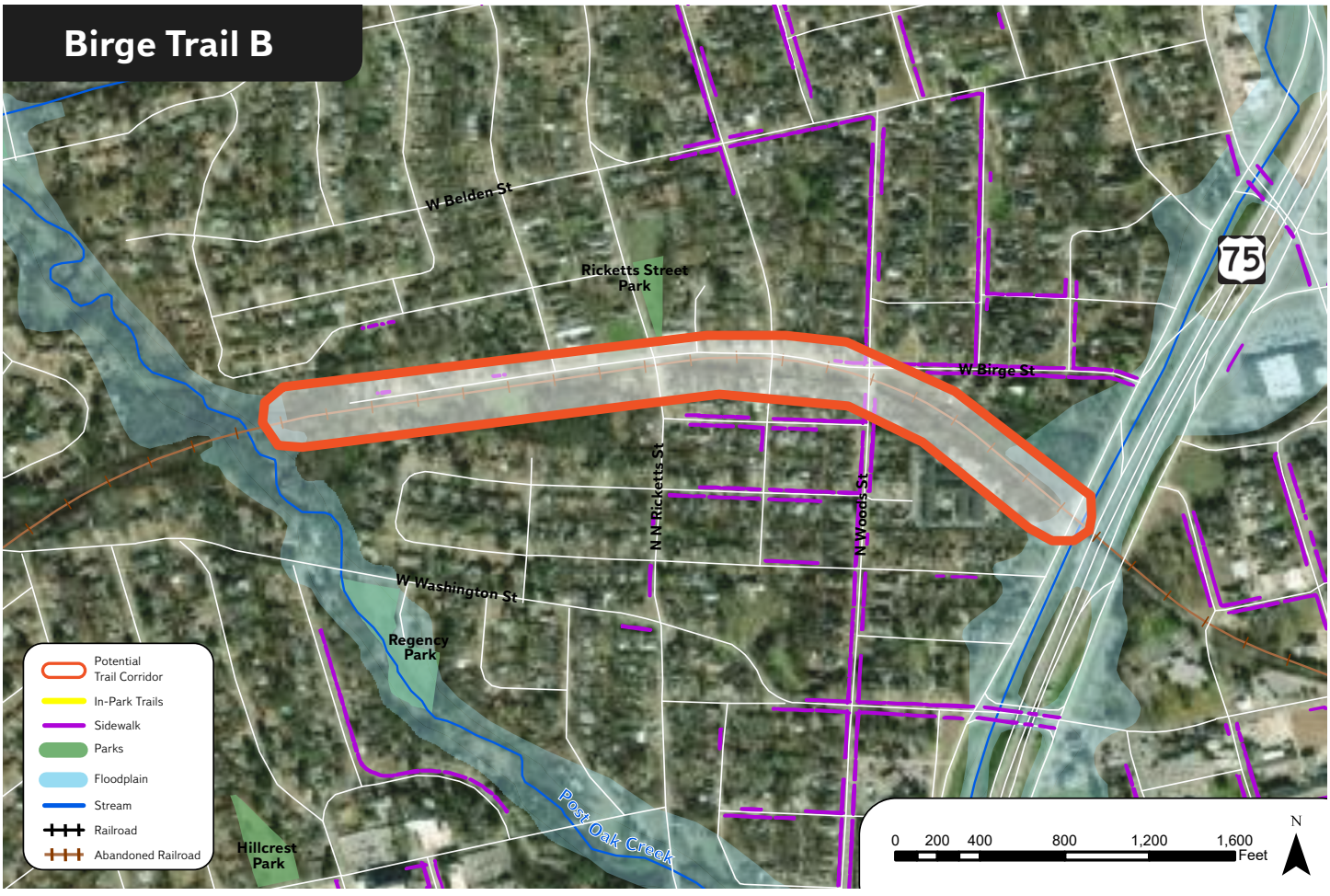
OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the east to west sides of the city. Abandoned railroad tracks in good condition, steel and materials available for reuse. Existing rail bridge over Post Oak Creek in good condition.

PLANNING-LEVEL COST ESTIMATE

$488,346 - $763,378





BIRGE TRAIL - C

DESCRIPTION

Birge Trail segment C is located on the west side of Sherman along an abandoned railroad corridor. This segment runs from North Heritage Parkway on the west side to Post Oak Creek on the east side.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 1 mile

KEY DESTINATIONS/CONNECTIONS

Connects Sherman to the new development that is proposed on the west side of the city.

ISSUES

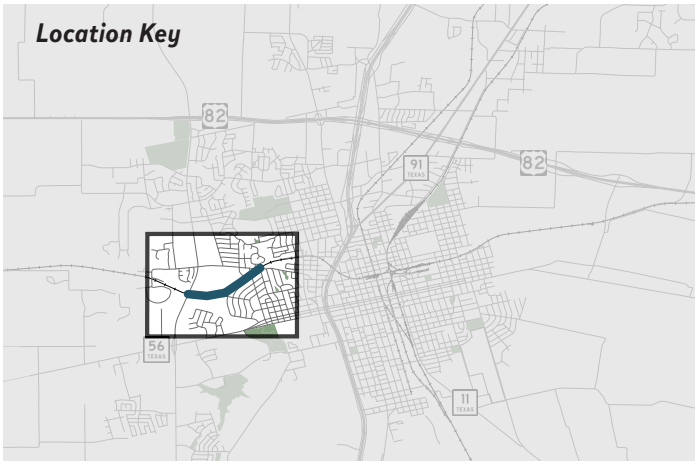
There are several roads that cross this segment.

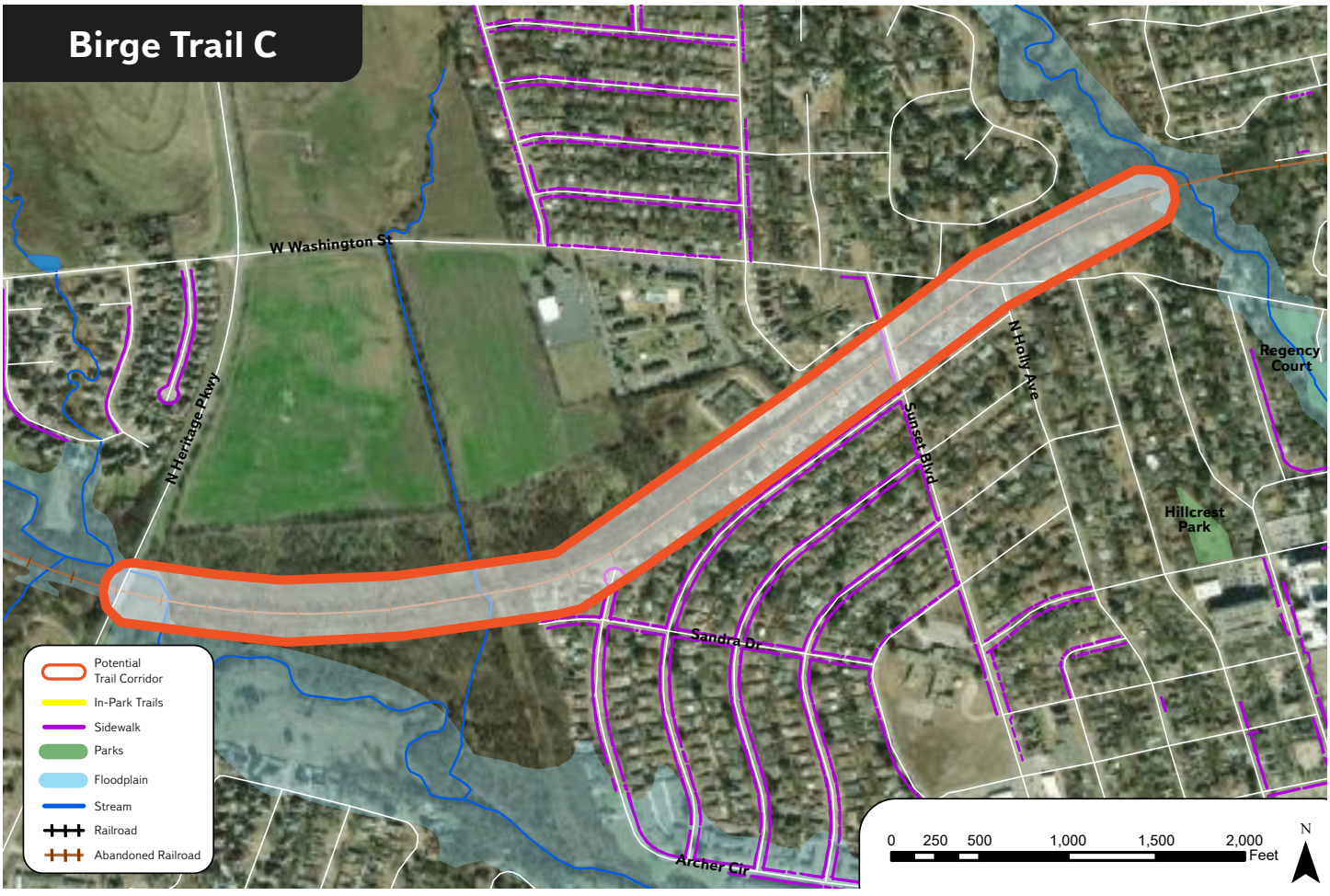
OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the east to west sides of the city.

PLANNING-LEVEL COST ESTIMATE

$946,836 - $1,410,162





SOUTHWEST TRAIL - A

DESCRIPTION

The Southwest Trail segment A is located on the southwest side of Sherman. This segment runs from Center Street Park to Herman Baker Park along West Center Street. It also runs from the high school to Herman Baker Park along West Moore Street.

MATERIAL/WIDTH PREFERENCE

12' wide hard surface trail and/or sidepath

APPROXIMATE LENGTH

Planned: 2.5 miles

KEY DESTINATIONS/CONNECTIONS

Connects Sherman High School, Herman Baker Park, Sory Elementary, Center Street Park, Binkley Park, and the trails system.

ISSUES

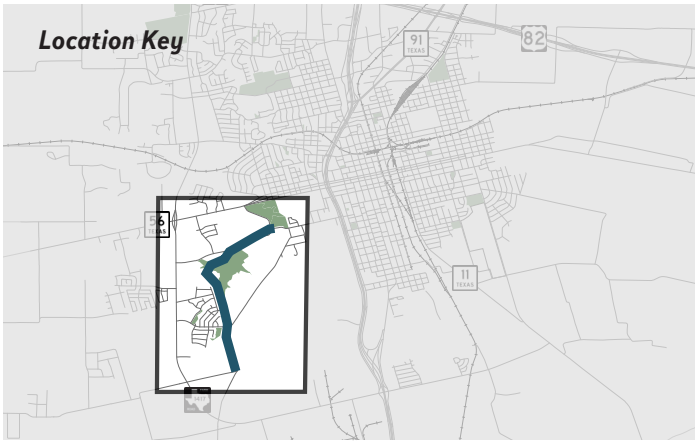
A neighborhood is being developed to the south of Herman Baker Park which may create challenges between the park and Sherman High School due to changes in the natural grade around the creek. There is also a need to add bike lanes/bike infrastructure.

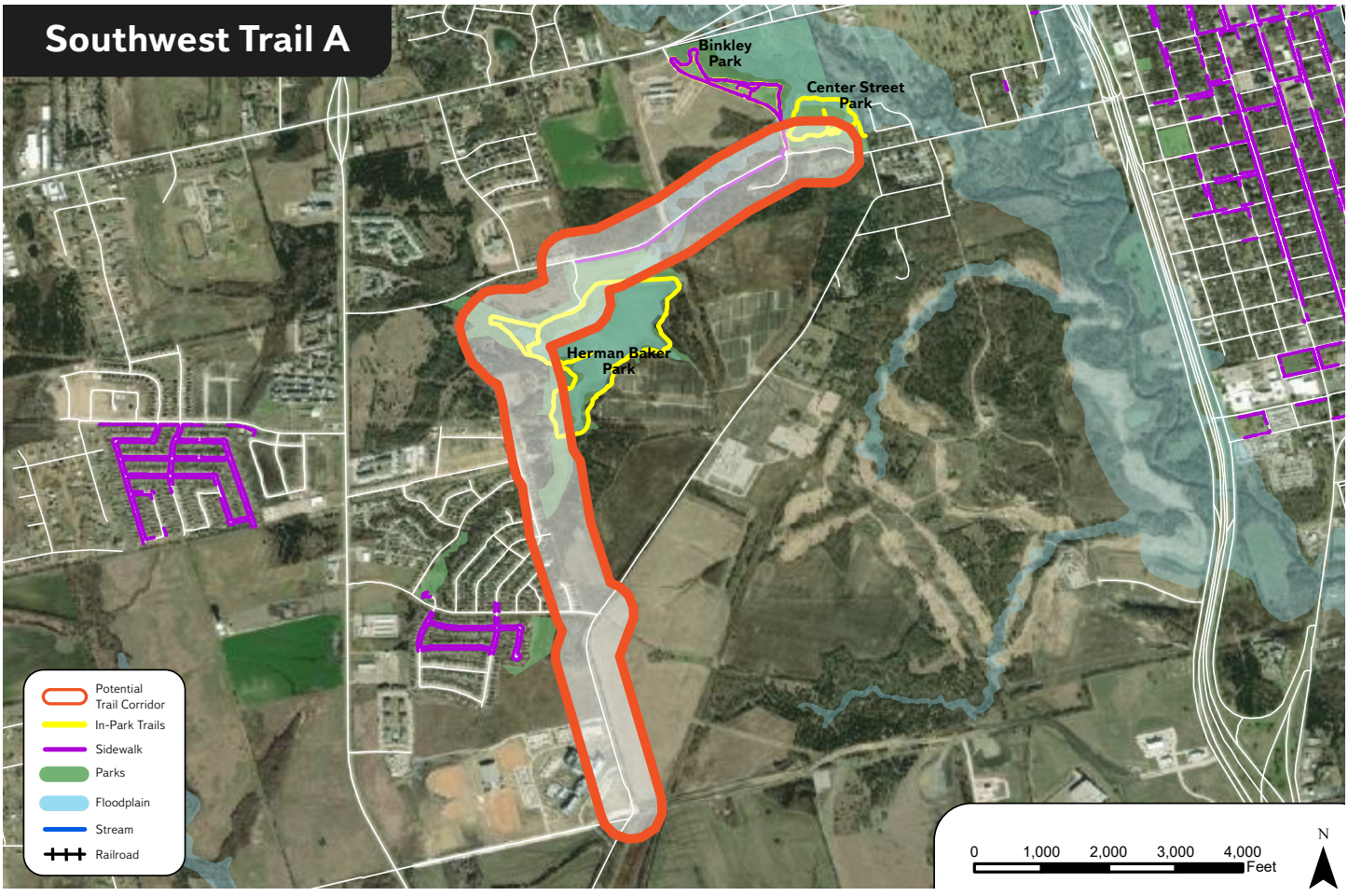
OPPORTUNITIES

Increase connectivity from schools to the surrounding neighborhoods and create safe routes to schools. Sidewalk along West Center Street built out for nearly the entire segment and in good condition.

PLANNING-LEVEL COST ESTIMATE

$1,629,134 - $2,597,180





NORTHWEST TRAIL - A

DESCRIPTION

Northwest Trail segment A is located on the west side of Sherman in an established residential area. This segment runs east and west from Binkley Park to North Heritage Parkway along Sand Creek. Almost all of this trail segment is located within the floodplain.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.6 miles

KEY DESTINATIONS/CONNECTIONS

This segment of trail is a key connection since it crosses over West Lamar Street.

ISSUES

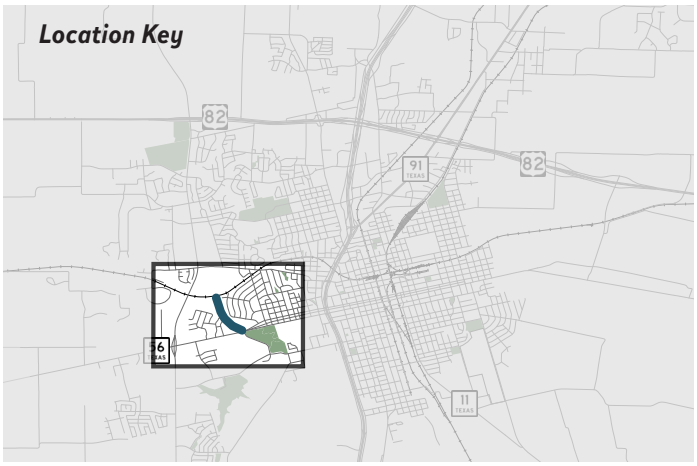
A pedestrian crossing will be necessary to connect to Binkley Park. Majority of the trail is located in the floodplain. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored.

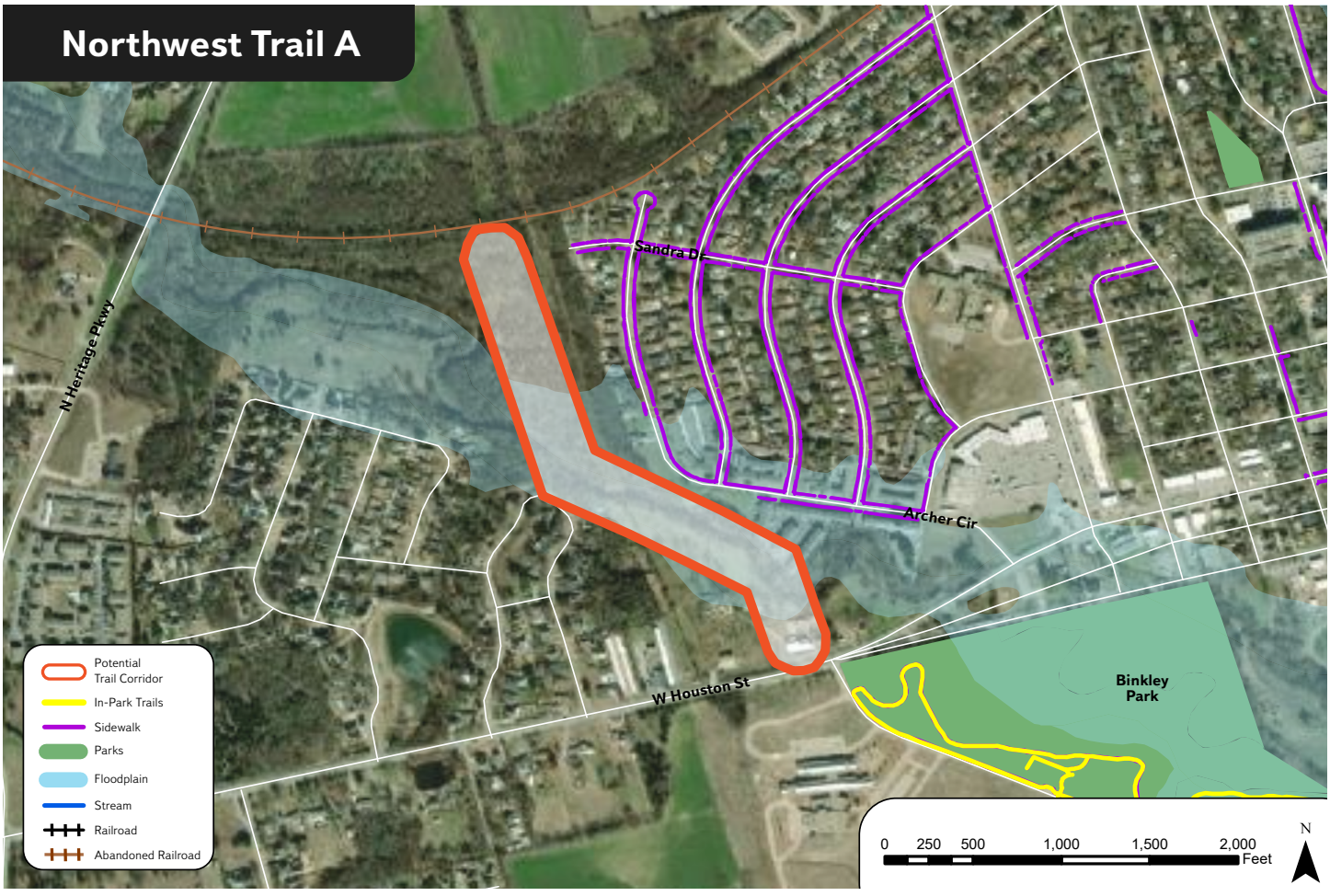
OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the north to south sides of the city.

PLANNING-LEVEL COST ESTIMATE

$923,926 - $1,353,874





NORTHWEST TRAIL - B

DESCRIPTION

Northwest Trail segment B is located on the west side of Sherman in an existing residential area. This segment runs along Post Oak Creek in a floodplain from an abandoned railroad in the south to West Taylor Street in the north.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.7 miles

KEY DESTINATIONS/CONNECTIONS

Connects Fairview Park into the future trails network.

ISSUES

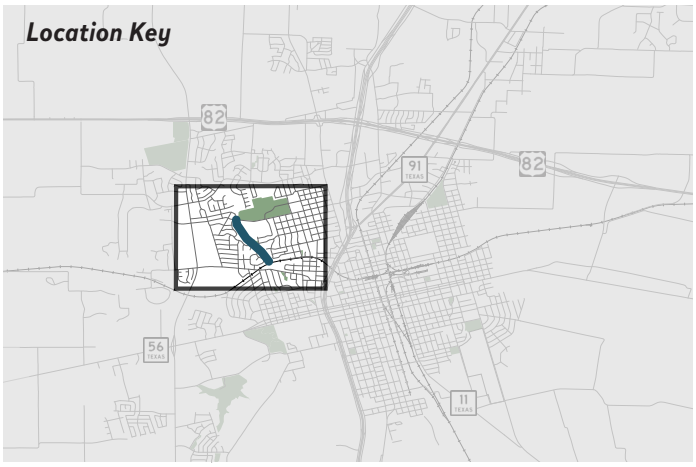
Right-of-way acquisition for the trail could be challenging due to the number adjacent property owners along the creek. Creek is known to have issues with erosion and bank stability. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored.

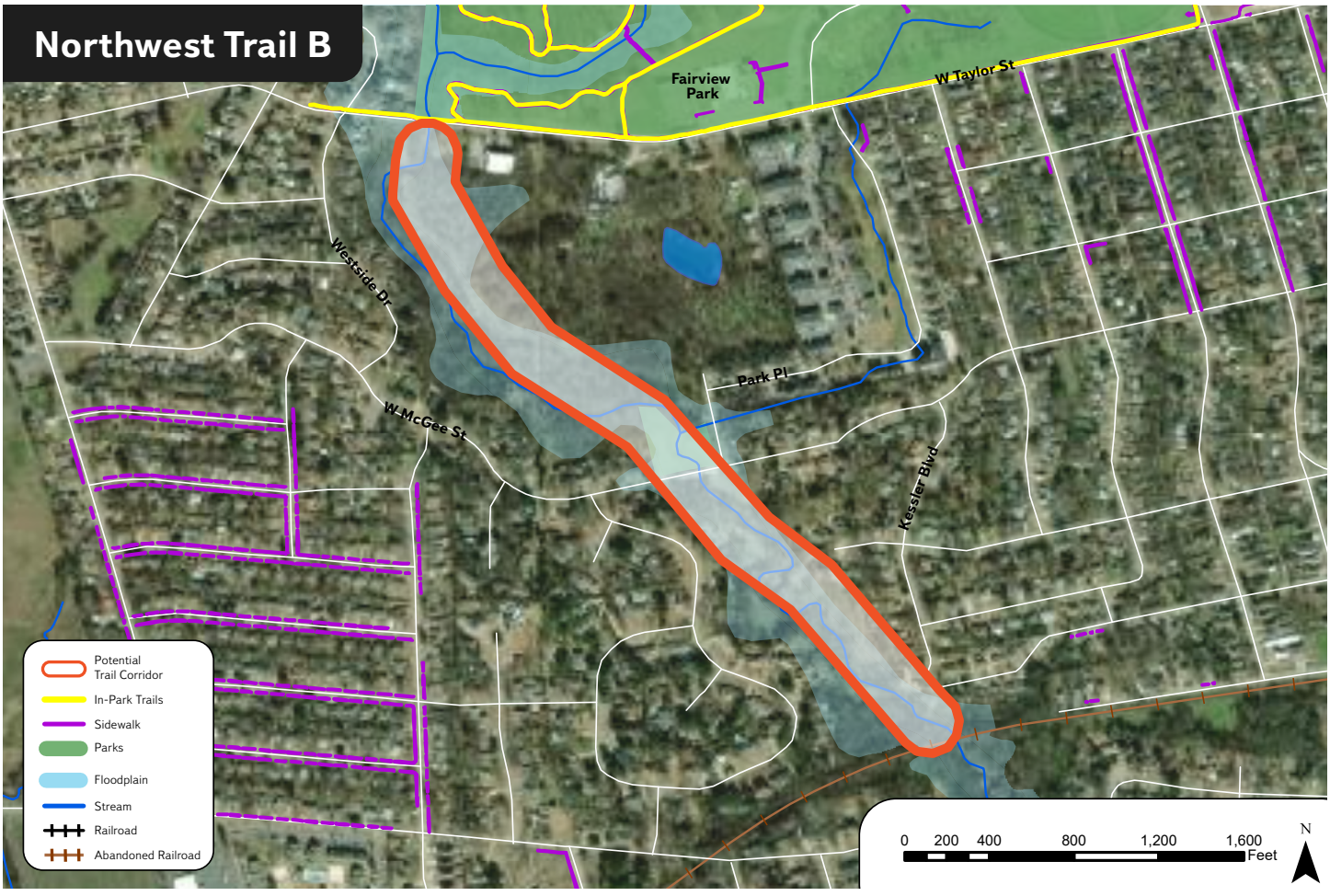
OPPORTUNITIES

Provide adjacent home owners and residents of the nearby neighborhoods with a unique opportunity to have trail connectivity.

PLANNING-LEVEL COST ESTIMATE

$1,071,937 - $1,530,302





SOUTHEAST TRAIL - A

DESCRIPTION

The Southeast Trail segment A is located on the southeast side of Sherman. This segment runs from Travis Street to the railroad along Post Oak Creek. This trail is proposed as part of the future park to be located around Post Oak Creek.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.9 miles

KEY DESTINATIONS/CONNECTIONS

Connects this future park to East Sherman as well as downtown.

ISSUES

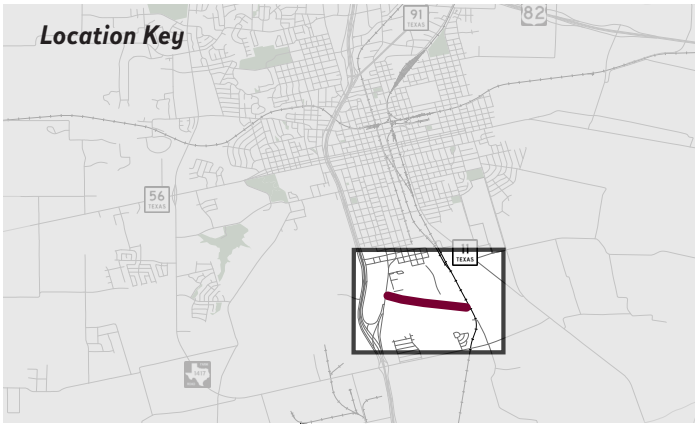
This entire trail is within the floodplain. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored. Connections crossing Travis Street and the railroad will need further study. The exact alignment of this trail will depend heavily upon the layout of the future park.

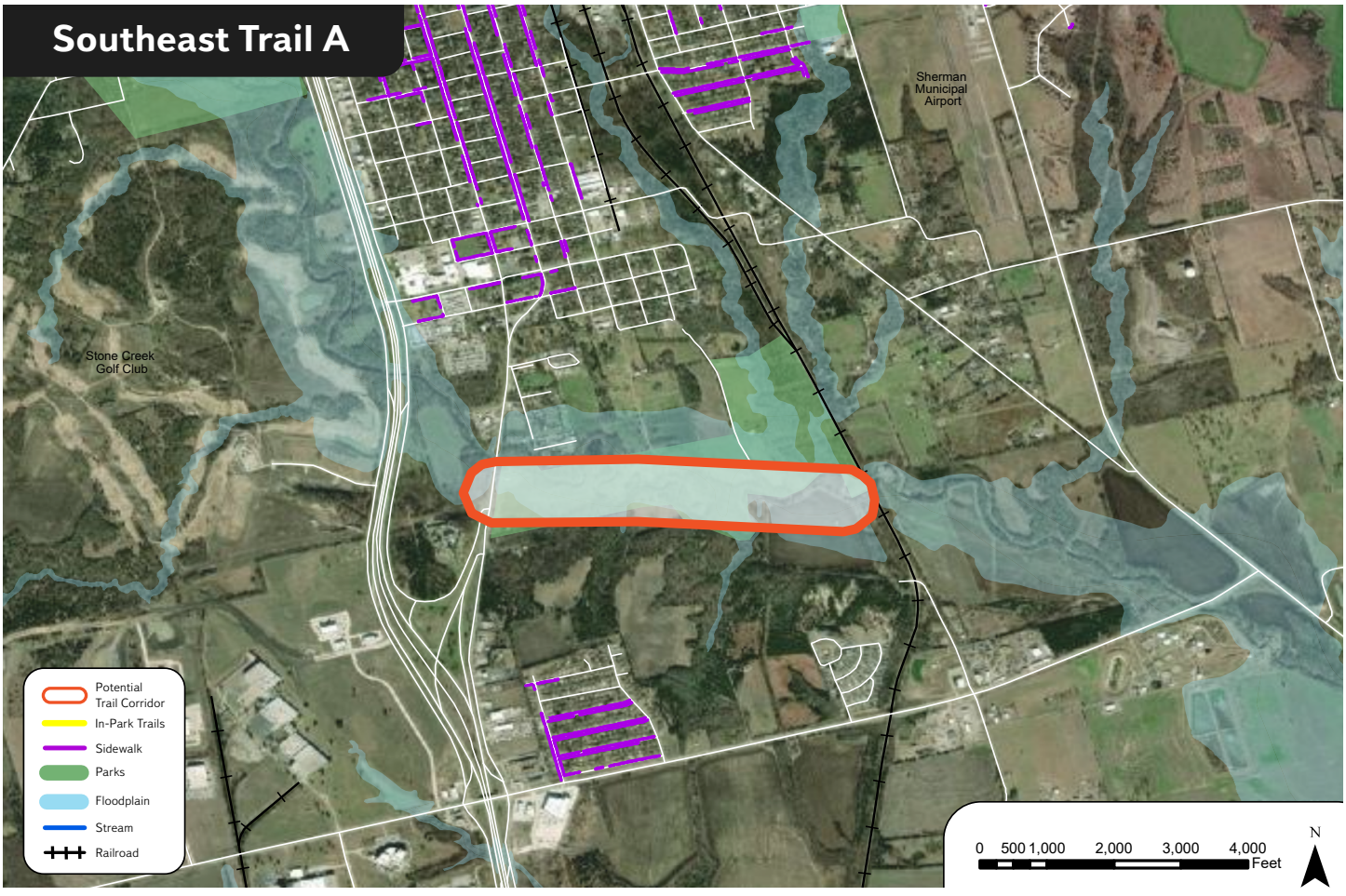
OPPORTUNITIES

There is an existing railroad bridge crossing the creek. Post Oak Creek is a popular tourist destination due to the presence of fossils. This trail and future park could serve to bring in more tourists.

PLANNING-LEVEL COST ESTIMATE

$564,680 - $900,148





NORTHWEST TRAIL - C

DESCRIPTION

Northwest Trail segment C runs north and south along a utility corridor from Fairview Park to the western portion of the trails system.

MATERIAL/WIDTH PREFERENCE

10' wide soft surface trail and/or sidepath

APPROXIMATE LENGTH

Planned: 1.3 miles

KEY DESTINATIONS/CONNECTIONS

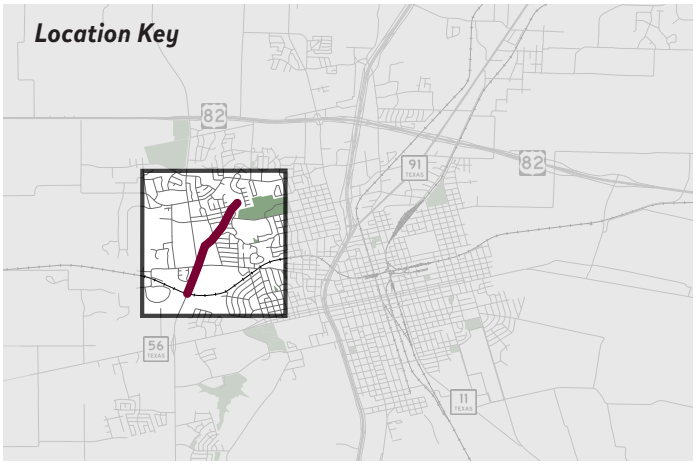
Connects Fairview Park to western portion of the trails system.

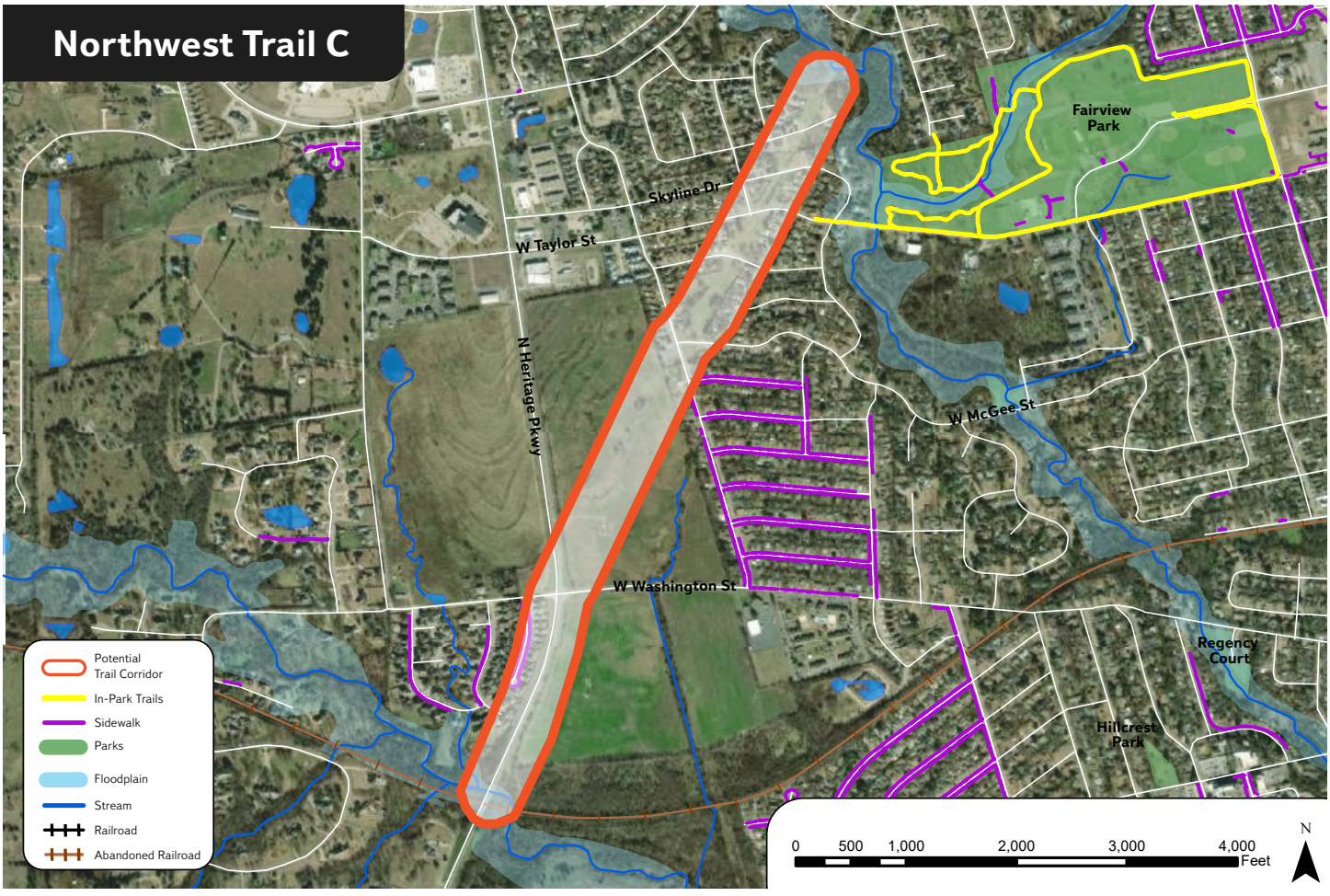
ISSUES

Crossings at West Taylor Street and West Washington Street.

OPPORTUNITIES

Increase connectivity from the north to the south sides of the city.





NORTHWEST TRAIL - D

DESCRIPTION

Northwest Trail segment D is located on the northwest side of Sherman in an established residential area. This segment runs east and west from Fairview Park to Pecan Grove Park along connecting roads.

MATERIAL/WIDTH PREFERENCE

10’ wide hard surface sidepath

APPROXIMATE LENGTH

Planned: 1.9 miles

KEY DESTINATIONS/CONNECTIONS

This segment connects Fairview Park to Pecan Grove Park.

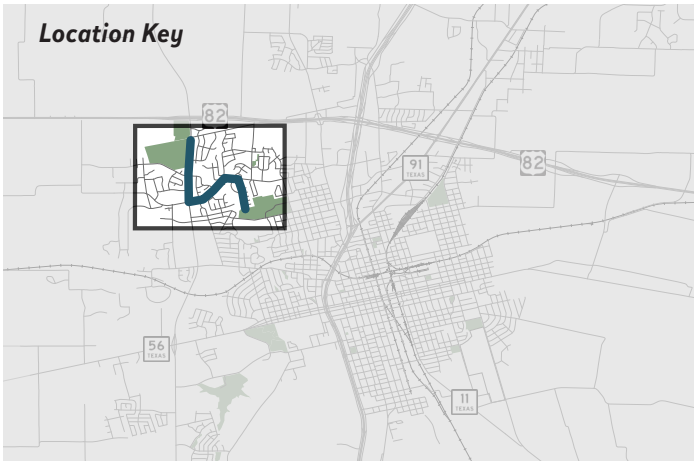
ISSUES

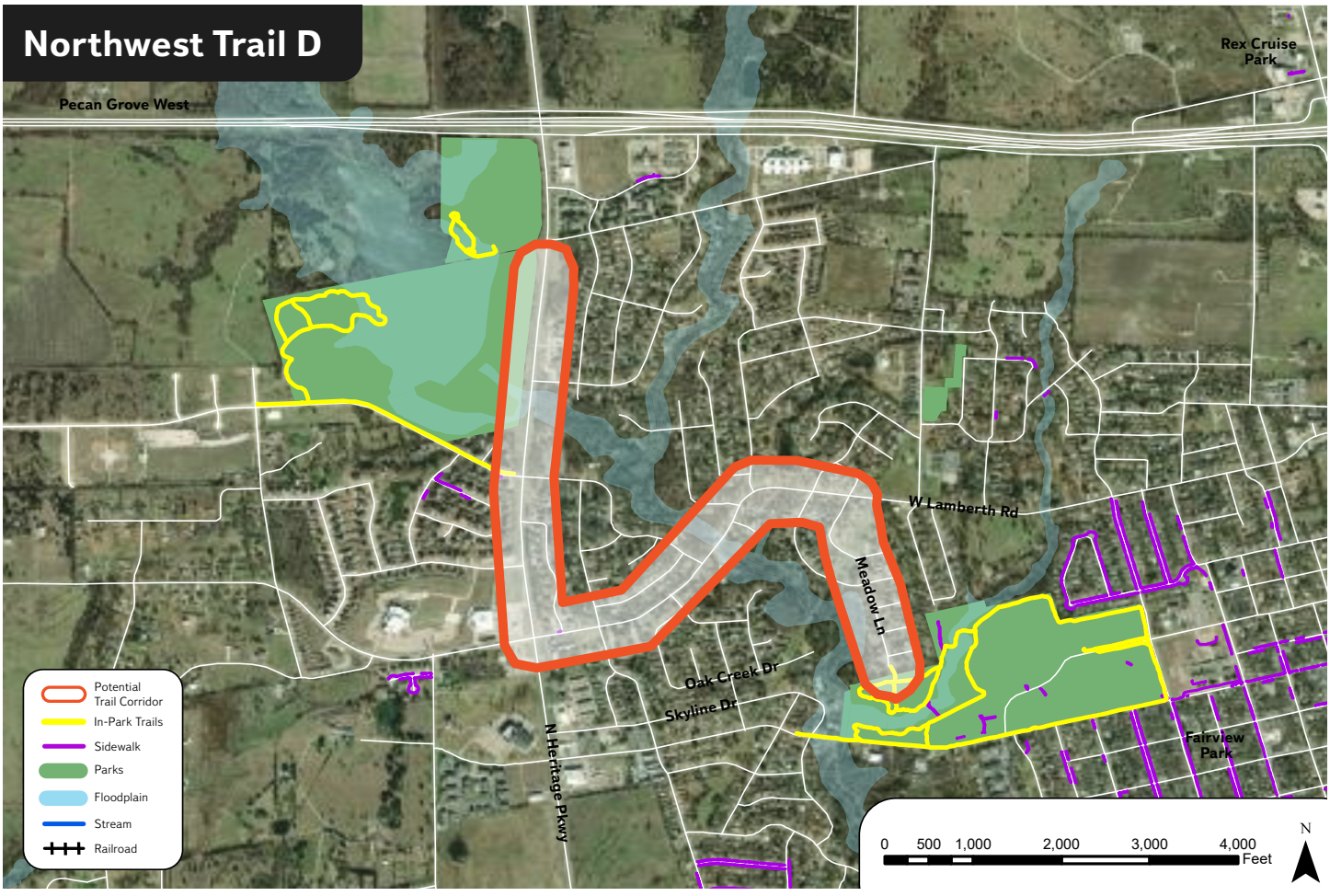
This segment will need further study. The nearby floodplain has bank stability and floodplain issues, trail development could be paired with a drainage project.

Otherwise this segment of the Northwest Trail will likely be on-street bike lanes connecting Fairview Park with Pecan Grove Park.

OPPORTUNITIES

This segment of trail has the opportunity to provide adjacent home owners and residents of the nearby neighborhoods with a unique opportunity to have trail connectivity.





NORTHWEST TRAIL - E

DESCRIPTION

Northwest Trail segment E is located in mostly undeveloped land and connects to an existing trail.

MATERIAL/WIDTH PREFERENCE

10' wide soft surface trail and/or sidepath

APPROXIMATE LENGTH

Planned: 1.8 miles

KEY DESTINATIONS/CONNECTIONS

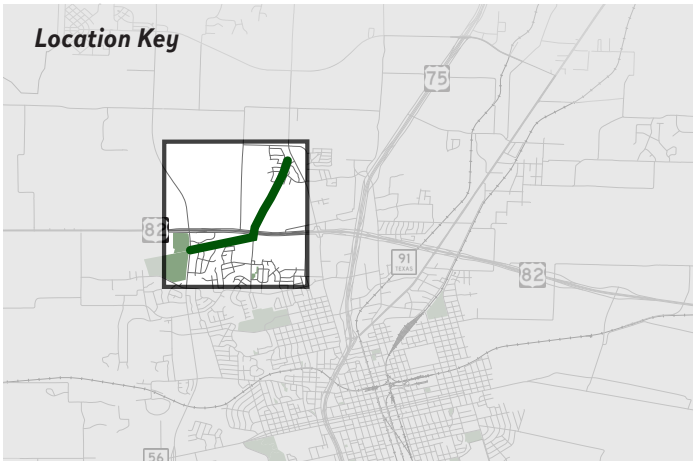
This segment connects an existing private trail into the future trail network.

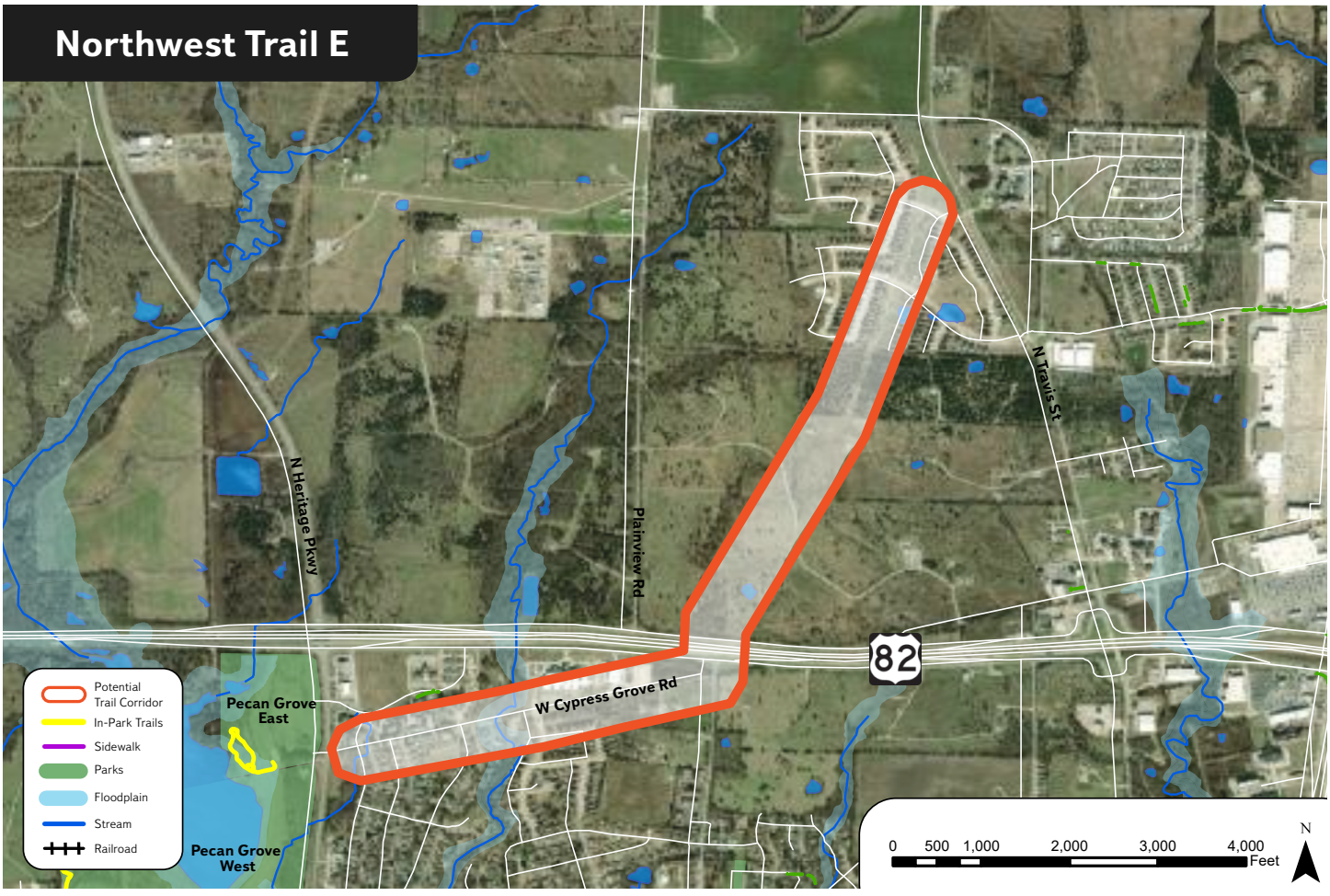
ISSUES

Development occurring on the undeveloped portion of this segment, alignment may shift depending on the development. A pedestrian crossing US-82 will be needed in the middle of this segment.

OPPORTUNITIES

This segment of trail creates a new pedestrian connection to north Sherman.





BIRGE TRAIL - D

DESCRIPTION

Birge Trail segment D runs along an abandoned railroad corridor on the west side of Sherman in a rural area. This segment runs east and west from North Heritage Parkway towards Whitesboro.

MATERIAL/WIDTH PREFERENCE

10’ wide soft surface trail

APPROXIMATE LENGTH

Planned: 2.8 miles

KEY DESTINATIONS/CONNECTIONS

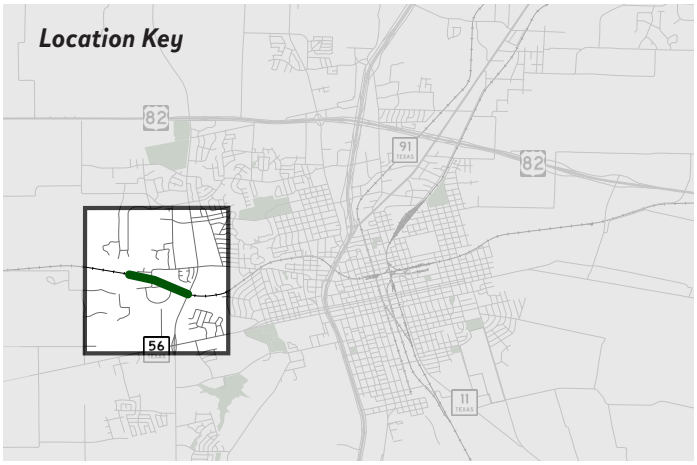
This segment has the potential to become a regional trail connection since this abandoned railroad connects to Whitesboro and neighboring communities.

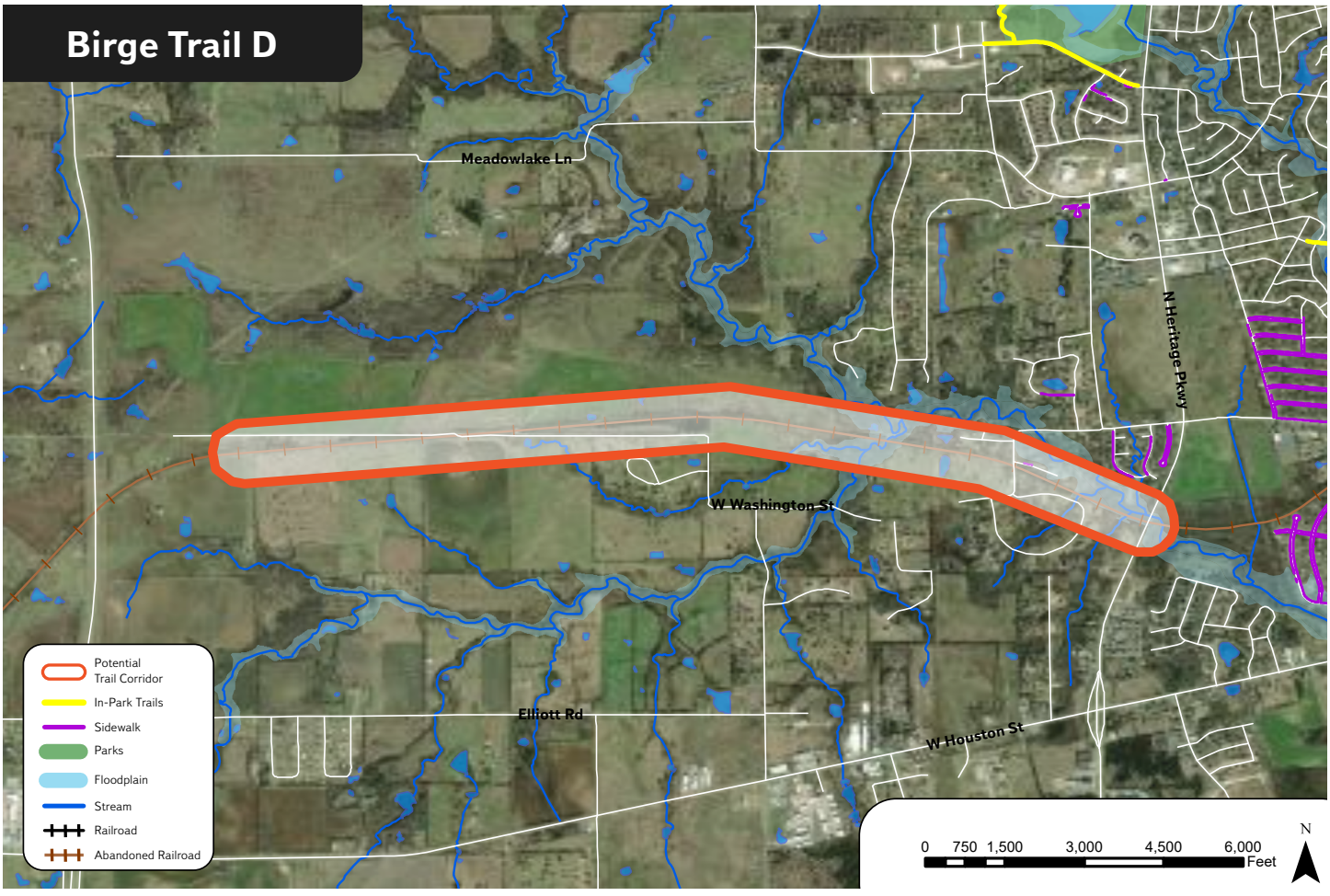
ISSUES

A pedestrian crossing under North Heritage Parkway is needed. A portion of trail on the western end is not in the city limits.

OPPORTUNITIES

Increases connectivity on the west side of Sherman and creates opportunities for regional connections. This could create a regional trail which may create tourism.



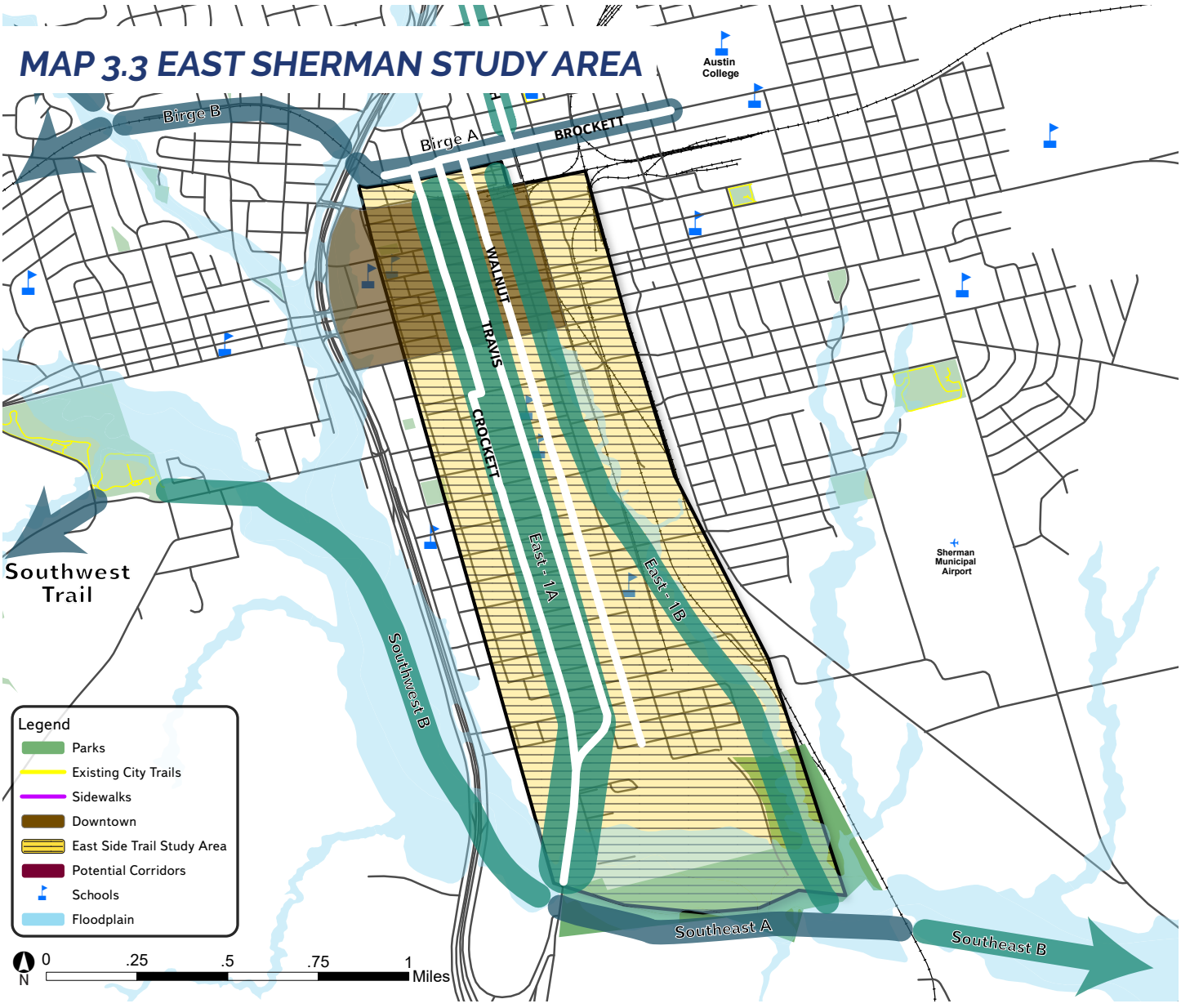


EAST SHERMAN STUDY AREA

Trail development in East Sherman is more difficult because this section of the city is built out. Alignments in other parts of Sherman were chosen due to available right-of-way through abandoned railroad, floodplain, or utility corridor. In the Study Area there are very few corridors which could easily be acquired, which means the trail alignment will likely occur through street redevelopment. To allow for flexibility, this plan has identified an East Sherman Study Area which highlights a few options for trail alignments and calls for further study.

There are a multitude of ways to connect downtown with Post Oak Creek, both of which were identified through public engagement as important destinations. The first option is for on-street bike lanes and sidewalks connecting downtown and Post Oak Creek. South Crockett Street, South Travis Street, and South Walnut Street have fairly built out sidewalks, though many are aging and need improvements. Depending on how the downtown develops, how trails or future parks near Post Oak Creek develop, and planned street improvements any one of these streets in the study area could become excellent candidates for a trail segment.

The second option is for a combination of on-street bike lanes/sidewalks and greenway trails. Branch Street, which connects to the Katy Trail, merges with floodplain and some potentially underutilized railroads in the south portion of East Sherman. Depending on railroad usage and the City's ability to capitalize on the floodplain and city-owned property this could become an excellent candidate for a trail segment.



EAST TRAIL - OPTION 1

DESCRIPTION

East Trail - Option 1 bisects downtown Sherman. This segment runs from Post Oak Creek to W. Brockett St. Option 1 demonstrates a possible sidewalk and bike lane connection from downtown to Post Oak Creek and the future park. Since the east side of the city is built out, this option explores using Crockett St., Travis St., or Walnut St. to build on-street urban trails.

MATERIAL/WIDTH PREFERENCE

6' wide protected bike lane and 6' wide concrete sidewalk

APPROXIMATE LENGTH

Planned: 2.2 miles

KEY DESTINATIONS/CONNECTIONS

Connects downtown Sherman to south portion of the trail system and to Post Oak Creek and the future park.

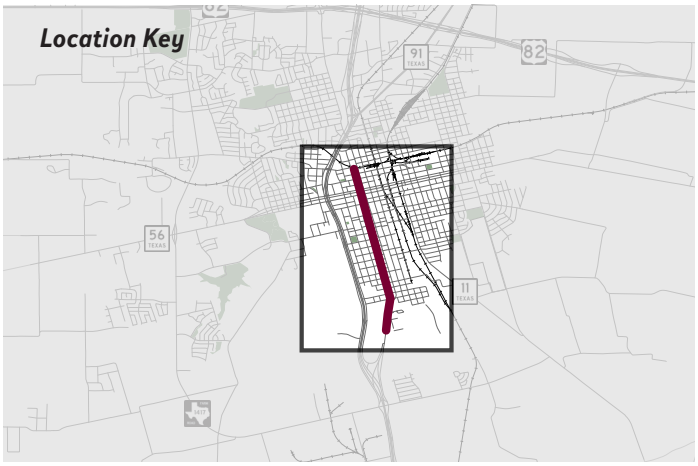
ISSUES

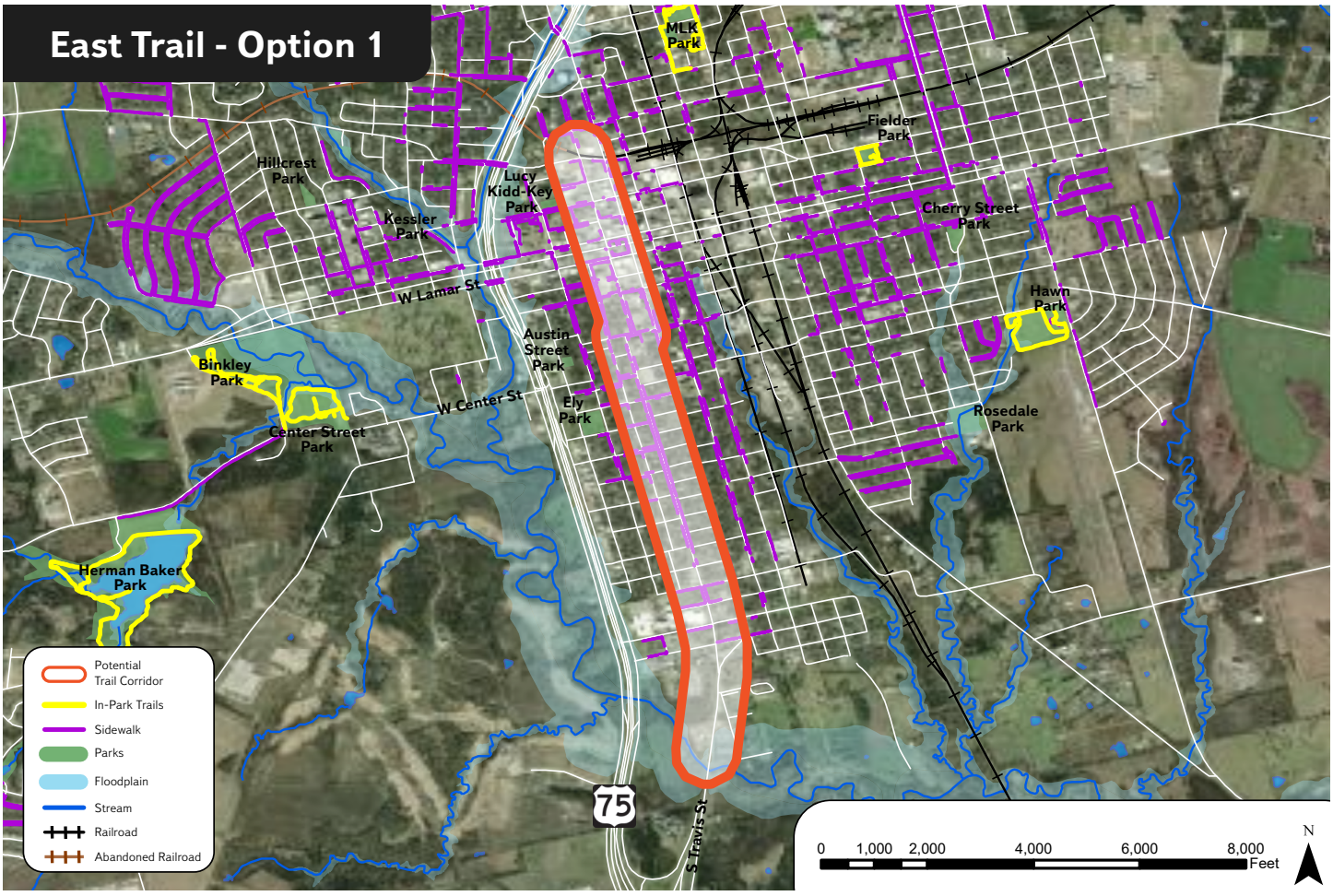
Significant sidewalk improvements needed due to aging and deteriorated existing sidewalks.

A portion of trail on southern end is not in the city limits.

OPPORTUNITIES

Increase walkability in East Sherman and create safe routes to schools.





EAST TRAIL - OPTION 2

DESCRIPTION

East Trail - Option 2 runs north and south from East Brockett Street to Post Oak Street along Branch Street, sections of abandoned railroad, and the floodplain. Option 2 demonstrates a potentially more natural trail route than Option 1.

MATERIAL/WIDTH PREFERENCE

6' wide protected bike lane and 6' wide concrete sidewalk

APPROXIMATE LENGTH

Planned: 2.5 miles

KEY DESTINATIONS/CONNECTIONS

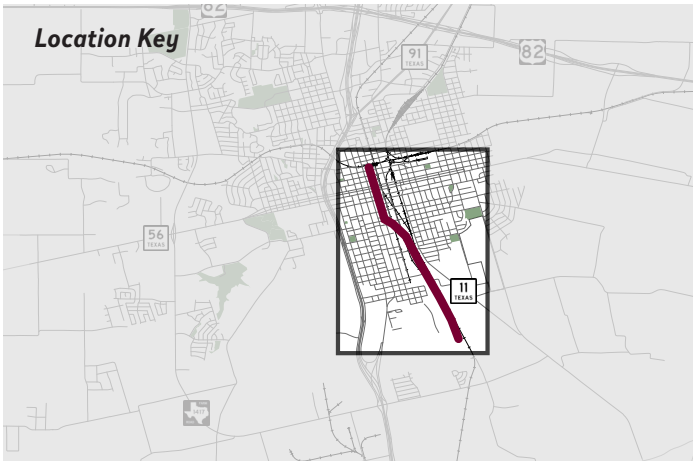
Connects downtown Sherman to south portion of the trail system and to Post Oak Creek and the future park.

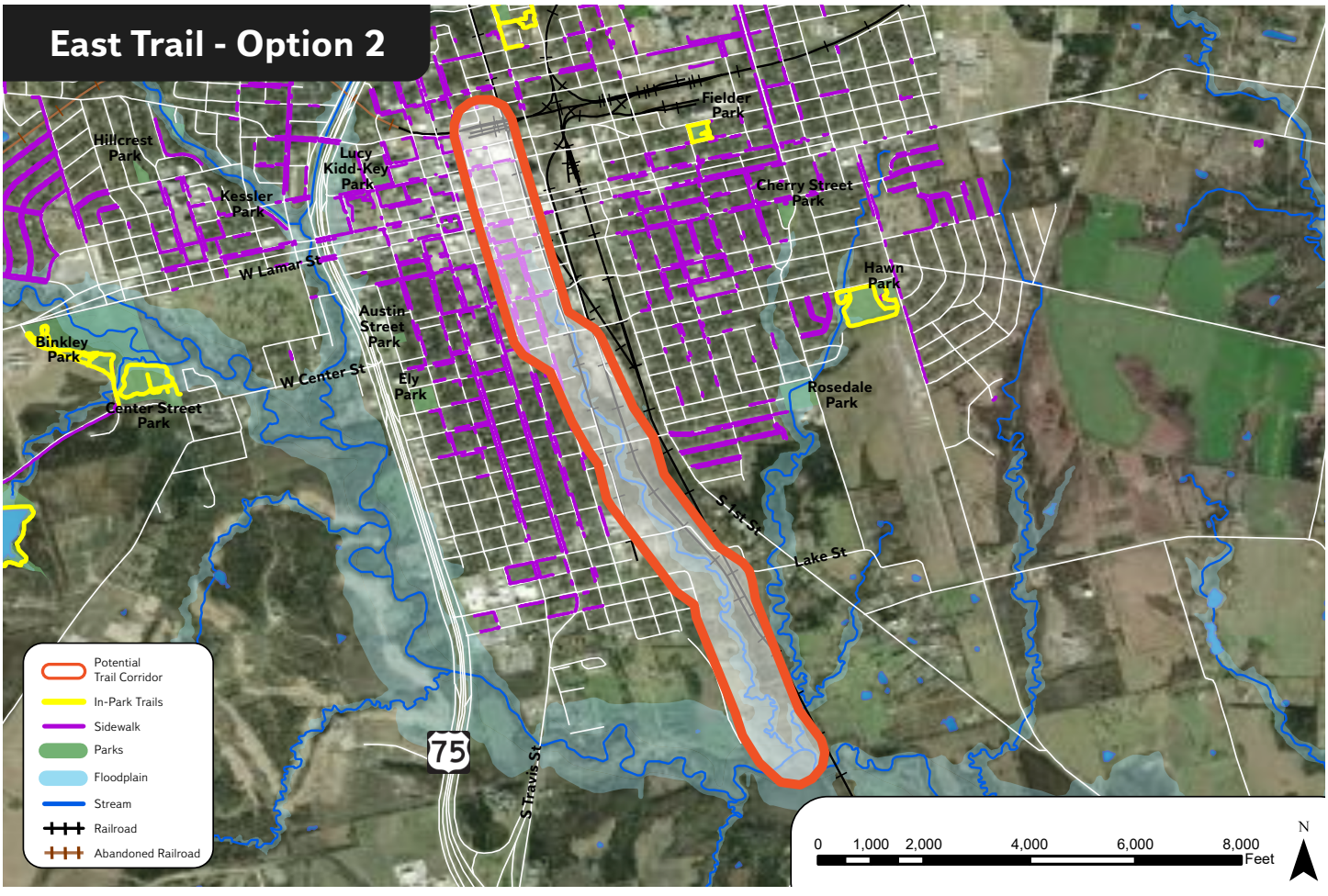
ISSUES

Branch Street intersects the rail yard, the final alignment may need to use Walnut St or East St to move around the active rail yard. Utility poles, driveways, and intersections along the right-of-way. Land ownership could create issues since the floodplain runs close to residential backyards. A portion of trail on the southern end is not in the city limits.

OPPORTUNITIES

Increase connectivity from downtown Sherman to the south side of the City. Increase walkability in east Sherman and create safe routes to schools.





SOUTHWEST TRAIL - B

DESCRIPTION

Southwest Trail segment B is located on the southwest side of Sherman along Post Oak Creek. This segment runs from Travis Street to Center Street Park. This entire trail segment is located within the floodplain.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 1.9 miles

KEY DESTINATIONS/CONNECTIONS

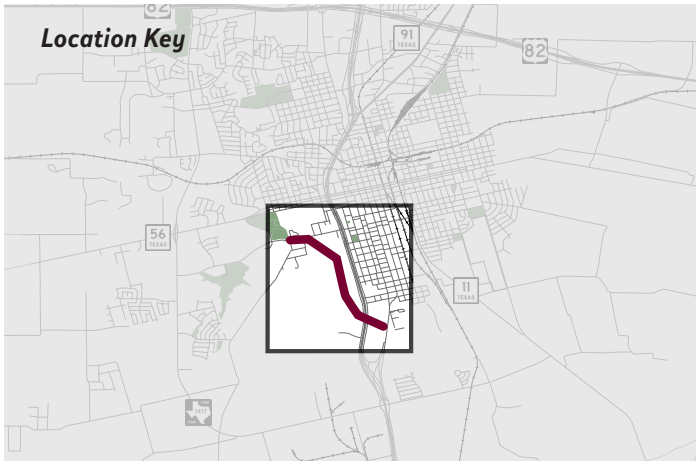
This segment of trail is a key connection since it bisects US-75.

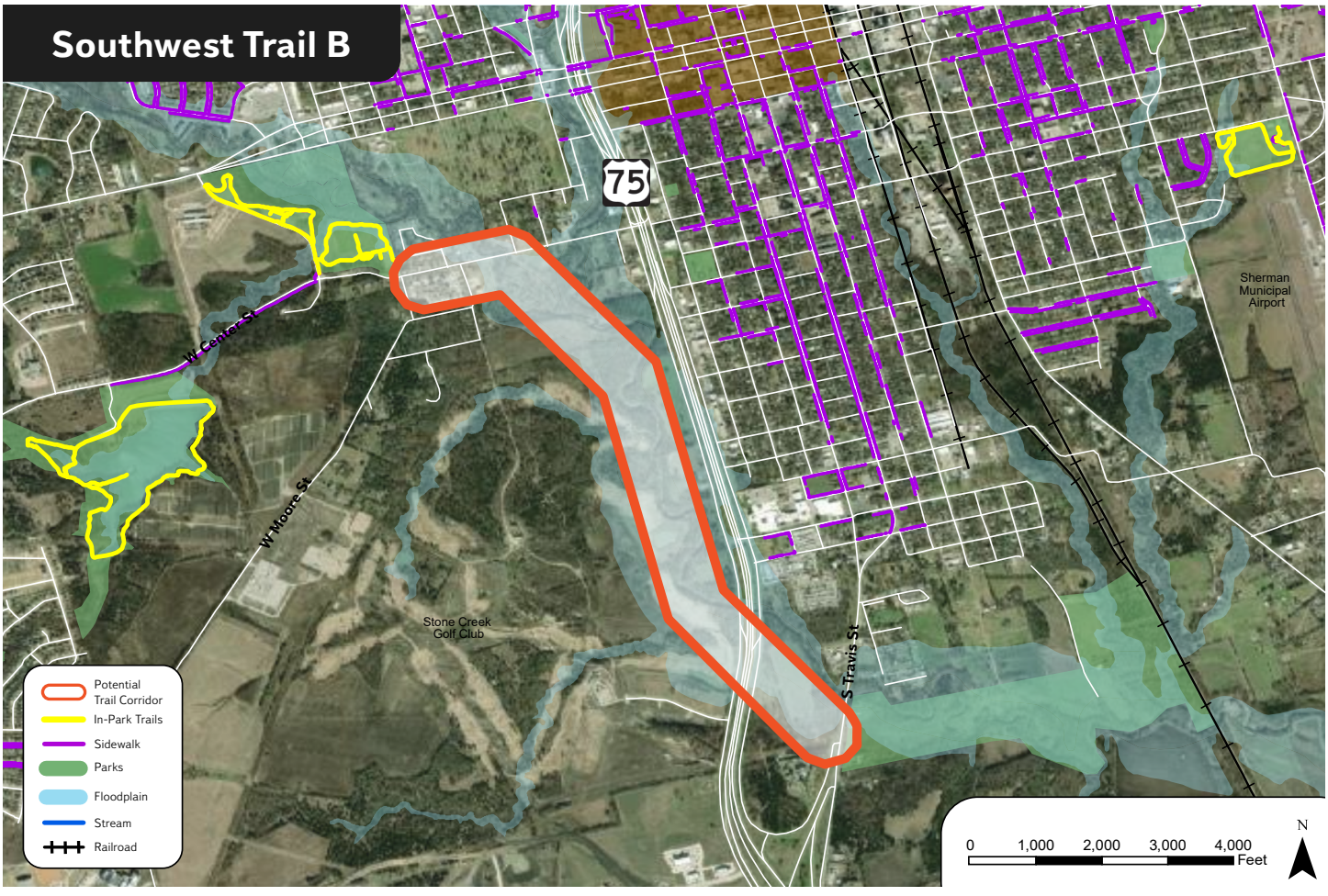
ISSUES

A connection under US-75 will be required in the middle of this segment. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored.

OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the east to the west sides of the City. Post Oak Creek is a popular tourist destination due to the presence of fossils in the creek. This trail could serve to bring in more tourists and potentially help the City create a park.





KATY TRAIL

DESCRIPTION

The Katy Trail located on the north side of Sherman along the abandoned Katy railroad. This segment runs from downtown towards Denison.

MATERIAL/WIDTH PREFERENCE

12’ wide hard surface trail

APPROXIMATE LENGTH

Planned: 4.7 miles

KEY DESTINATIONS/CONNECTIONS

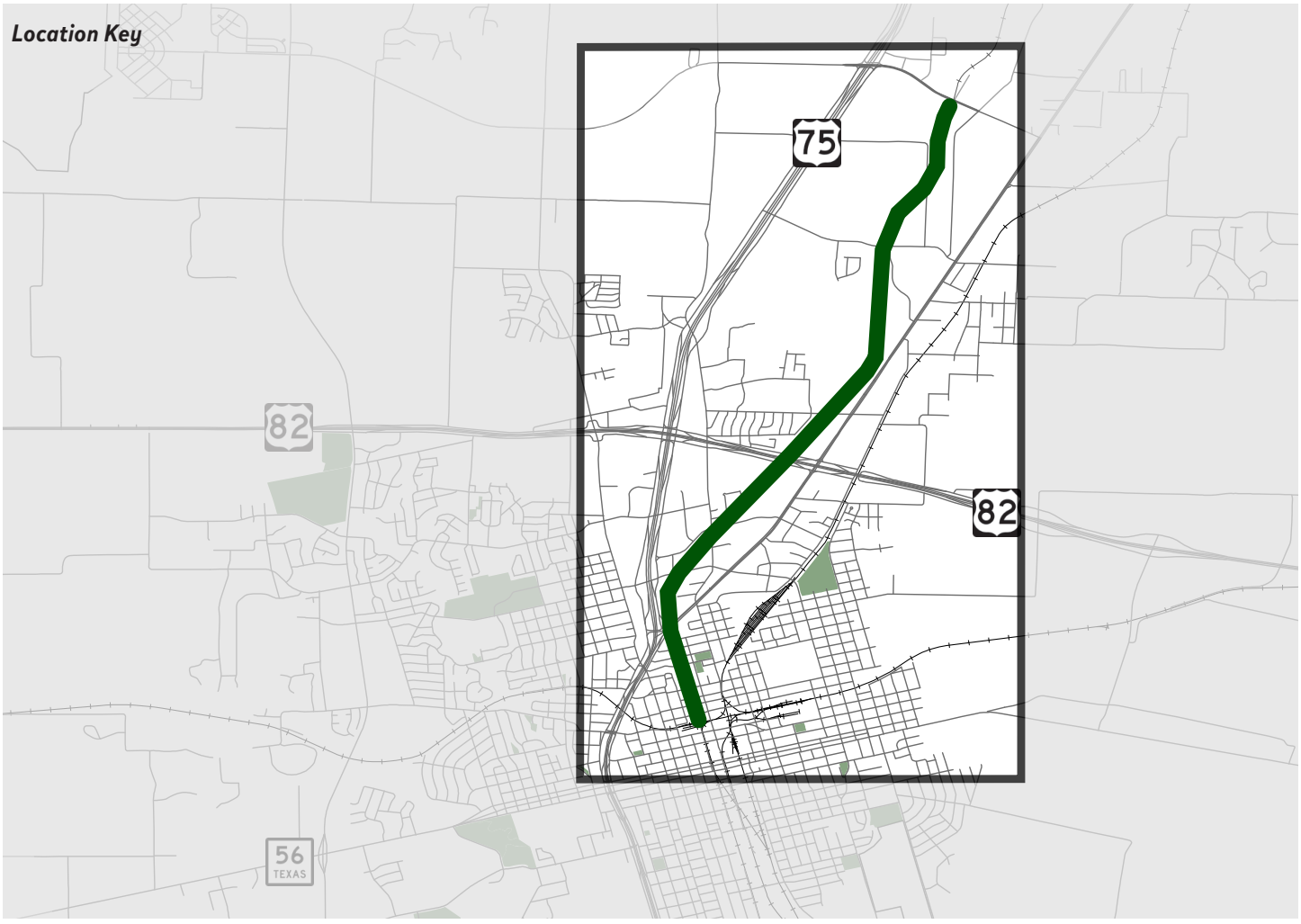
Part of the regional Katy Trail, which connects Denison to Dallas. Both Dallas and Denison have started building segments on their end. This could serve as a major regional trail in the future.

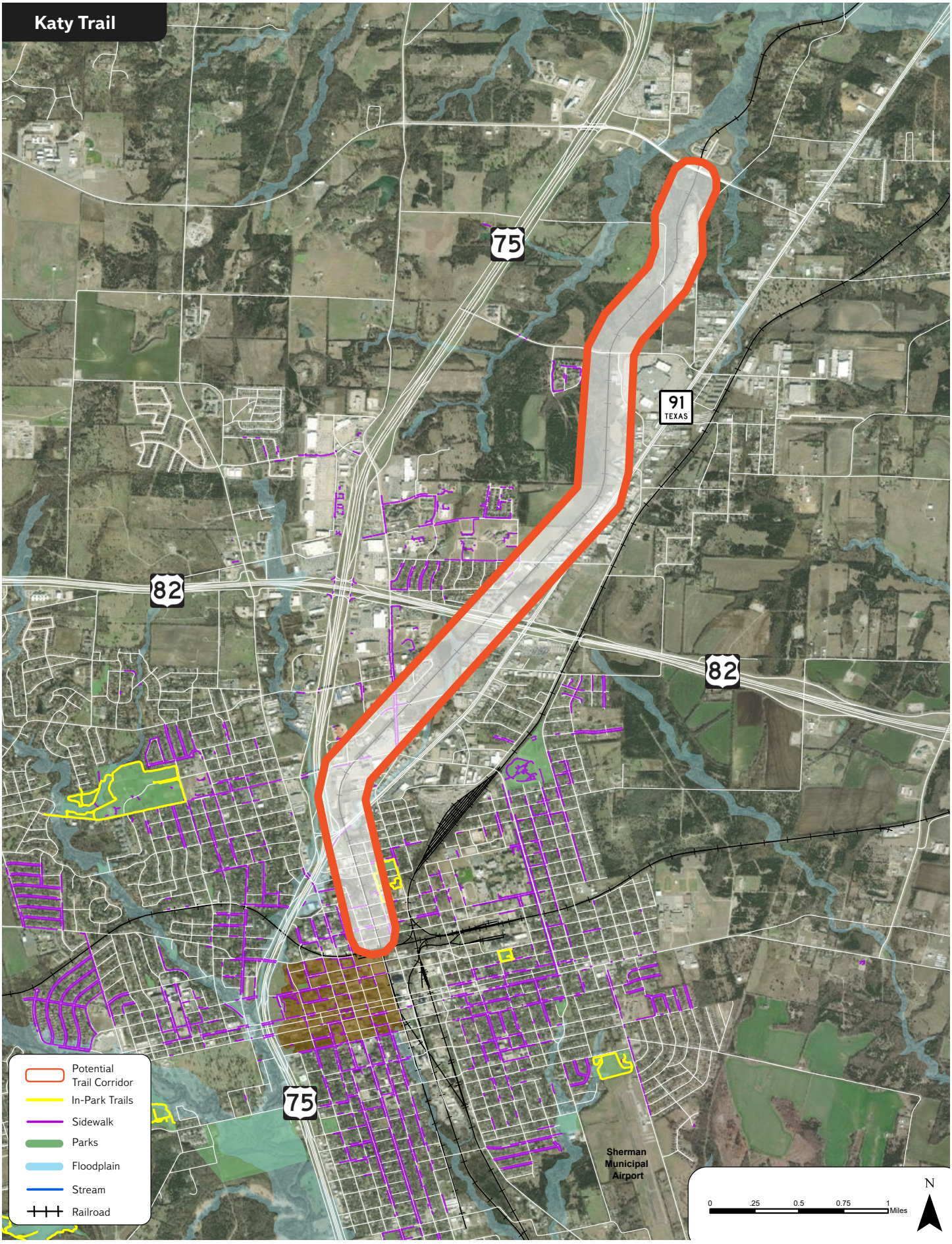
ISSUES

The trail will need to run along and through existing parking lots. Private ownership of abandoned railroad could create connectivity issues. Significant trail crossings will be needed at Texoma Parkway and at US-82. This alignment will need closer study due to it’s length.

OPPORTUNITIES

Increase connectivity from the north side of the city to downtown and connect to the future Katy Trail. An existing rail bridge could potentially serve as a pedestrian connection across Texoma Parkway.




Katy Trail
75
91
TEXAS
82
82
75
Potential Trail Corridor
In-Park Trails
Sidewalk
Parks
Floodplain
Stream
Railroad
Sherman Municipal Airport
N
0
.25
0.5
0.75
1
Miles

SOUTHEAST TRAIL - B

DESCRIPTION

Segment 3G runs along Post Oak Creek on the southeast side of Sherman outside of the city limits. This segment runs east and west from a railroad line to the southeast side of Sherman.

MATERIAL/WIDTH PREFERENCE

10’ wide soft surface trail

APPROXIMATE LENGTH

Planned: 2.8 miles

KEY DESTINATIONS/CONNECTIONS

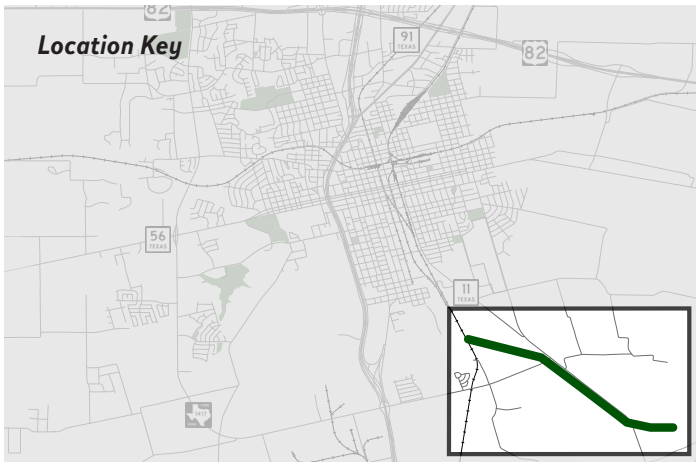
This segment connects Sherman to the area to the southeast and has the potential to become a regional trail connection through the Post Oak Creek watershed.

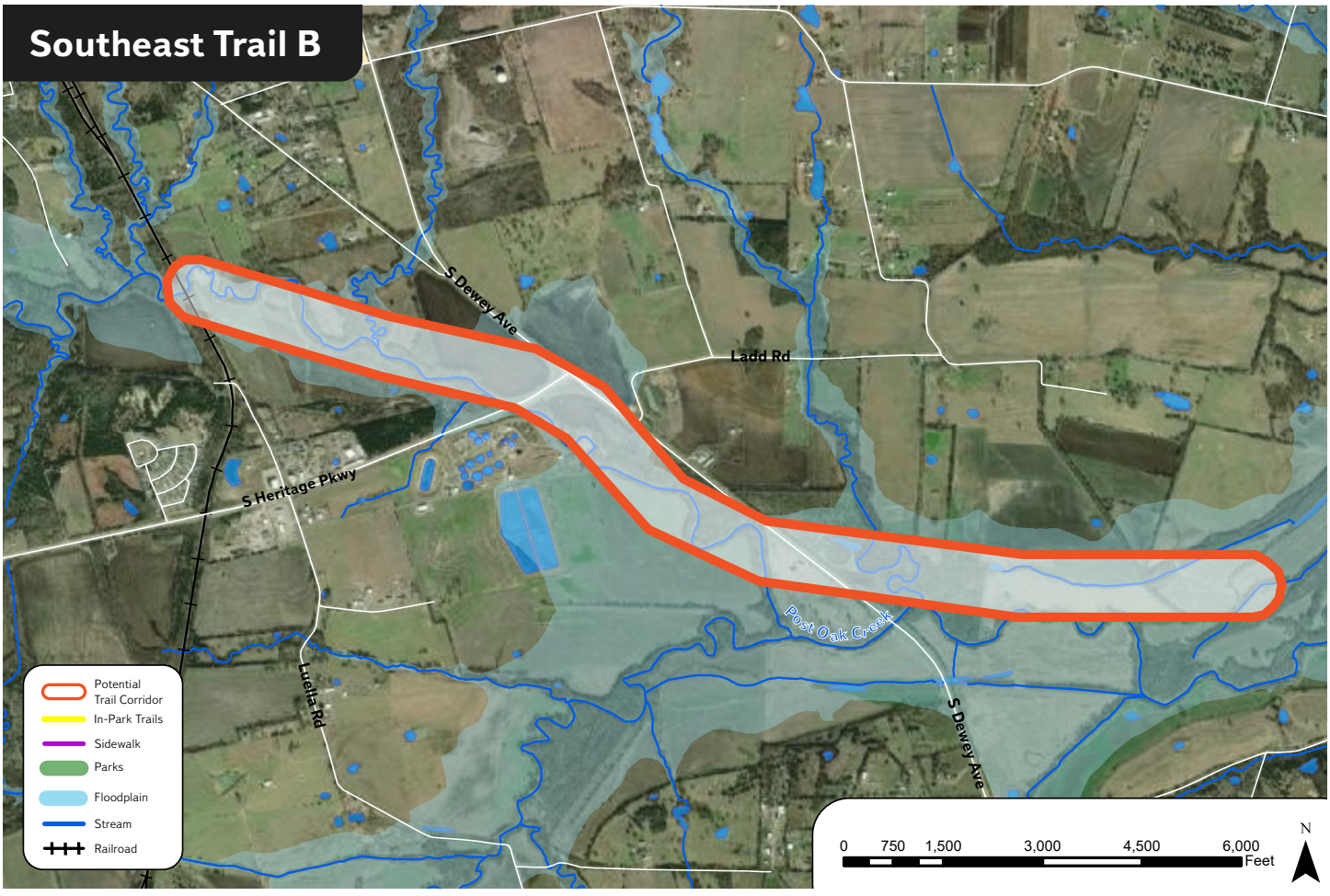
ISSUES

This trail segment is located in a floodplain. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored. A trail crossing will need to be added crossing South Dewey Avenue. This entire segment is outside the city limits.

OPPORTUNITIES

In the future this alignment could represent an opportunity for greater regional trail connections towards the Dallas-Fort Worth Metroplex. This segment has the opportunity to provide users with a pleasant walk, bike ride or run through a natural corridor.





PART 4
IMPLEMENTATION

Sherman
CLASSIC TOWN. BROAD HORIZON.

IMPLEMENTING THE TRAILS VISION

The Implementation chapter for the City of Sherman Trails Master Plan provides a set of tools for advancing the vision of a comprehensive trail network. **Part 3, *Trails Network*** provides a prioritized list that will achieve the vision and guiding principles introduced in **Part 1, *Introduction***. Trail system development will require a commitment by the City to invest in trail construction within corridors that it controls, new corridors in which to acquire trail access, and the requirement of trail corridor preservation, dedication, and development as part of the private land development process. Decisions for prioritizing certain trail types and segments should be made with these considerations:

- Proximity to schools and public places;
- Density of residential and/or employment;
- Available land, easements, floodplains, and other green spaces;
- Connections to other trails, pedestrian networks, or transit.

TRAIL DEDICATION AND DEVELOPMENT PROVISIONS

Since Sherman currently does not have any trails that exist outside of city-owned parks, trail dedication and right-of-way acquisition will be paramount to this Plan's success. Before any trail development can begin the City must acquire the right-of-way or easements for the trails. To minimize costs, the City should incrementally pursue pieces of the network as feasible, focusing on the high-priority, high-value trails first. The incremental development and improvement of the Sherman trails system will create demand for trails, parks, and other community amenities and services. The following lists basic standards that can be incorporated into a community's land development regulations to ensure that future trail dedication and construction efforts are shared by private developers.

- When a development is adjacent to a trail on the Trails Master Plan, the developer could be required to dedicate the easement or linear property that is equivalent to the linear feet of their property adjacency.
- In addition to dedication, the developer could be required to construct the trail or pay a fee-in-lieu. The construction or fee-in-lieu should be equivalent to the linear feet of their property adjacency.
- Trail construction by developers should be preferred over fee-in-lieu.
- Trail construction by developers should follow an adopted City construction standard.

TABLE 4.1 DEVELOPMENT CONSIDERATIONS

PROVISION	NOTES
SCOPE. Reservation and/or dedication of trail corridors. Construction of trail and trail facilities.	Ordinance should define the type of trail(s) which may be required as part of the development process. Must clarify conditions under which trail construction is required versus corridor reservation and/or future easement dedication.
APPLICABILITY. References to appropriate guiding documents.	All applicable long-range planning documents and maps should be referenced. Disclaimer language should clarify that corridor alignments in long-range planning documents are conceptual and may vary based on conditions.
DIMENSIONAL STANDARDS. Spatial requirements including width, alignment, and location.	Easement and trailway location and widths. Pathway in relation to not on-site features and connectivity to adjacent property. Bike/pedestrian connectivity requirements for new development that will abut a future or existing trail.
DEVELOPMENT STANDARDS. Design and construction requirements for the trail and all supporting amenities.	For all items to be dedicated including trail corridor, trailway surface, crossings, signage, lighting and other amenities. Ordinance provisions should be supported by design guidelines and standard details.
DEDICATION. Acceptance of final amenities or fees-in-lieu of construction.	Final inspection, covenants and plat notations before acceptance of trail or trail connections. Provisions to allow the City to accept fees-in-lieu of trail construction.

HOW A TRAIL BECOMES A TRAIL

PRELIMINARY ENGINEERING REPORT (PER)

Generally, once a funding source for trail development is identified and funds are appropriated, a Preliminary Engineering Report (PER) process is started. This PER process evaluates all the constraints of the corridor including: topography, drainage, various soil types, tree canopy, wildlife habitat, floodplain, surrounding land uses, location of utilities, cultural assessments, critical environmental features, endangered species, property ownership, as well as several other elements. The entire length of the corridor will be reviewed by City staff to ensure that all current plans, policies, and standards are considered before the full design process begins.

PER AND PUBLIC INPUT

Upon initiation of the PER process, the public, residents and area stakeholders should be engaged at a public open house or other suitable method to get feedback about the corridor, voice any concerns, identify specific goals/ outcomes of the project, and help identify potential access points. Additional public meetings could be held as necessary. The preferred alignment, or a no-build option if appropriate, for the trail would then be developed based on the identified constraints, opportunities, and public input. Design of trails should be reviewed and approved by the Parks and Recreation Department and/or other departments as deemed necessary.

CONSTRUCTION

The trail would then go into the process of design and developing construction documents, project permitting, followed by a bidding stage for construction, and once a contractor is selected, construction of the trail would begin.

The City reserves the right to not build trails in certain instances. A no-build option should exist when there are environmental constraints that cannot be avoided, when an alternate route that provides an equal level of service is provided, there is a lack of neighborhood or stakeholder support, or there is a lack of available funding.

Due to the high cost of design, construction, and maintenance of trails, the City of Sherman should prioritize those trails that have existing community support, are cost effective, and serve the most potential users. Finally, the City should continue to add to the annually updated Capital Improvement Project (CIP) list to reflect the highest priority projects for each fiscal year.

IMPLEMENTATION OF A TRAIL IS BASED ON:







PUBLIC FUNDING OPPORTUNITIES

There are a number of funding strategies that can be utilized for the realization of action items discussed in this Plan. This section outlines typical city-generated funding and funding at the city, county, state, and federal levels.

CITY

General Fund Expenditure. Primarily used for improvements or repairs to existing facilities. Typical general fund expenditures are for smaller repair and replacement efforts.

Bond Fund. Primarily targeted for new facilities.

Utility Partnerships. Can be established for trails within utility easements. This partnership typically does not involve monetary contributions. Rather, it includes use agreements for easements held by utility companies.

Business Improvement District Funds. Business improvement districts are a type of public-private partnership that leverage public and private funds to increase the attractiveness of defined geographic areas to existing and potential customers. These entities often see value in making streetscape improvements that make walking and biking in the area safer and more comfortable.

LOCAL AND REGIONAL

Grayson County MPO Funding. MPO funding may be particularly helpful in projects that need further studies. MPO funding is available for all stages of the project from planning, design, and construction.

Private Foundations. Private foundations such as Downtown Sherman NOW can assist in funding, specifically around projects that have economic development impacts in the downtown Sherman area.

Education Partnerships. Partnerships with local schools and colleges can be formed to assist with planning and development of segments of trail that have benefits for people moving to, from, and around school grounds. These partnerships can also be made in the trail maintenance stage of the project as well.

STATE

Recreational Trail Grants. Funds can be utilized on both motorized and non-motorized recreation trail projects, such as the construction of new recreational trails, improvements to existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors. The grants can be up to 80% of project cost with a maximum of $300, 000 for non-motorized trail grants and $600,000 for motorized trail grants.

Outdoor Recreation Grants. These grants provide 50% matching grant funds to cities, counties, Municipal Utility Districts (MUDs), and other special districts to acquire and develop park land or to renovate existing public recreation areas. There is one funding cycle per year, with a maximum grant amount of $750,000 for populations under 500,000. Projects must be completed within three years of approval.

Community Outdoor Outreach Program (COOP) Grants. COOP Grants provided funding to local governments and non-profit organizations for programming that introduces underserved populations to environmental and conservation programs as well as TPWD mission-oriented outdoor activities. This is only for programs, not land acquisition or construction.

Transportation Alternatives (TA) Set-Aside Program. TA funds are administered through both TxDOT and local MPOs, depending on project location, and will provide funding for pedestrian- and bike-oriented infrastructure that facilitates walking and biking for short trips. Projects should have ROW and easements settled, be able to advance to construction within 3 years, and show connections to multiple locations.

FEDERAL

RAISE Transportation Discretionary Grant Program. Short for "Rebuilding American Infrastructure with Sustainability and Equity," BUILD grants focus primarily on projects that provide significant economic benefits while also improving safe transportation options. Funding can be used for, but is not limited to, bicycle lanes, crosswalks, lighting, and bridges. It is important to note that many bicycle and pedestrian projects will only be competitive under this program if they are part of a larger project with proven economic equity, and safety benefits at a regional level. Coordination with MPO and state stakeholders is recommended.

Surface Transportation Block Grant Program (STBG). Funds are eligible for bicycle and pedestrian improvement projects. Federal funds are sub-allocated to the local level based on population and TxDOT then prioritizes projects and administers STBG funds.

Congestion Mitigation and Air Quality Improvement Program (CMAQ). Funds apportioned to the state from the Federal Highway Administration (FHWA) and intended for projects that improve air quality and reduce congestion. CMAQ funds may be used on projects related to pedestrian and bicycle infrastructure such as bicycle lanes, sidewalks, shared use paths, and signage. In Texas, CMAQ funds are included within TxDOT's Category 5 funding.

Federal Transit Administration (FTA). Funds are provided for bicycle and pedestrian investment as they relate to transit and may be used to fund improvements such as bicycle lanes, bicycle parking, sidewalks, and lighting, among others. To qualify for FTA funds, projects must provide or improve access to existing or planned transit facilities such as stops and stations. Multiple FTA grant programs exist that are able to assist with funding bicycle and pedestrian infrastructure.

Reconnecting Communities. The US DOT has created a new program that supports pedestrian and other transportation related infrastructure for large, impactful projects that reconnect communities that have been divided by transportation corridors. Equity, supportive stakeholders, and safety are key considerations.

Community Development Block Grants (CDBG). This program provides money for streetscape revitalization, which may be largely comprised of pedestrian improvements. Federal CDBG grantees may use the funds for real property, public facility improvements, and planning. Trails Master Plan projects that enhance accessibility are a good fit for this funding source. CDBG funds could also be used to write an ADA Transition Plan for the city or support design and construction of projects. These funds are administered through the Texas Department of Agriculture and MPOs, and must benefit low to moderate income households.

Rivers, Trails, and Conservation Assistance Program (RTCA). This National Parks Service (NPS) program provides technical assistance via direct NPS staff involvement to establish and restore greenways, rivers, trails, watersheds, and open space. The RTCA program provides only for planning assistance , not for implementation. Projects are prioritized for assistance based on criteria including conserving significant community resources, fostering cooperation between agencies, serving a large number of users, encouraging public involvement in planning and implementation, and focusing on lasting accomplishments. This program may benefit trail development throughout the region indirectly through technical assistance, particularly for community organizations, but should not be considered a future capital funding source.

The landscape of federal funding opportunities for bicycle and pedestrian programs and projects is always changing. A number of federal agencies, including the Bureau of Land Management, the Department of Health and Human Services, the Department of Energy, and the Environmental Protection Agency have offered grant programs amenable to bicycle and pedestrian planning and implementation, and may do so again in the future. For up-to-date information about grant programs through all federal agencies, see http://www.grants.gov/.

HOW WILL THIS PLAN BE USED?

The Trails Master Plan will be used as an infrastructure planning guide for new developments and capital improvement projects in the coming years. As stated previously, trails systems do not form overnight, but rather are a collaborative effort that is constructed one link at a time and may seem disjointed as it builds out. However, much like a street system that is connected and integrated over time, implementation of the trails system will take patience, persistence, flexibility, and acceptance of imperfection as it grows.

The success of this Plan begins with the application of the Trails Master Plan as an integral component of the City's long range infrastructure plans and regulations. Trails function not only as a recreational and open space benefit, but also important transportation infrastructure, as important as streets and utilities. To achieve ultimate success in its trail goals, the City should amend its development code to require trails as part of the subdivision process. This would not necessarily shift the full burden of trail construction to the development community, but would first ensure that trail routes, rights-of-ways, and/or easements are provided during land development. Cost of construction, up-sizing, and timing can be discussed as to the appropriate proportional cost of the individual project relative to the community benefit.

City street design standards that reflect thoroughfare connectors should be updated consistent with the recommendations of this Plan. Having these standards in place allow the City to ensure consistency and connectivity in each of these circumstances. The City needs flexibility to determine which trails are priority projects during the life of this Plan and beyond. Funding should be made available, either through a dedicated parks and/or trails fund, reinvestment zone funds, or other sources, in order to acquire and extend trails. A future bond geared towards trail and trail amenities should be strongly considered.

Conclusion

The Trails Master Plan is not a static plan but is meant to be evaluated, adjusted and changed as needed. Each individual alignment is indicative of desired linkages; exact placement will be determined in the field based on conditions and other factors. The citizens of Sherman have expressed interest and support for the implementation of a well-connected and safe trails network, and honoring this interest underscores the importance of regular implementation reviews. This may include ongoing progress reports of number of miles of trails built, total costs associated with the projects, sources of financing, and number of trail or on-street connections made.

Trails are a key component to city connectivity, efficient transportation systems, and improved quality of life. As the first of its kind for the City of Sherman, this Plan helps guide City leaders and staff to develop and enhance safe and adequate infrastructure for walking and bicycling in Sherman. The Plan was developed through community engagement and that input helps strengthen the resolve to see the Plan through. As the city grows, and infrastructure demands with it, this Plan will help ensure Sherman remains a great place to live not just today, but for the Sherman of tomorrow.

PUBLIC REVIEW DRAFT 09.06.22

Sherman

CLASSIC TOWN. BROAD HORIZON.

HALFF

Halff Associates, INC. 13620 Briarwick Drive, Suite 100 Austin, TX 78729

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6529
Accepting and Approving the Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight; Providing for Findings of Fact

Issue:

To approve Tax Increment Reinvestment Zone Number Eight (TIRZ #8) Project and Financing Plans

Background:

The Texas Tax Code requires the board of directors of a Tax Increment Reinvestment Zone adopt a Project Plan and a Financing Plan and submit the plans to the City that designated the zone for their approval. The Project and Financing Plan calls for reimbursement to the developer for public infrastructure up to the amount of increment generated by the zone for twenty-five years. Grayson County and the City will both contribute 50% of their operating property tax rates based on the zone increment. Estimated public improvements total about $35 million with an estimated increment of about $12.4 million. These terms are part of the Master Development Agreement with the developer approved at the August 2, 2021 City Council meeting.

The TIRZ #8 Board is meeting on October 17th to discuss the Project and Financing Plans. If approved, the Plans will be recommended for approval of the Council.

Origination:

City Manager

Financial Consideration:

There is no financial consideration to passing this ordinance.

Staff Recommendation:

The staff recommends approving this ordinance.

Alternatives:

The City Council could deny this ordinance or direct that changes be made in the ordinance or to the project and financing plans.

Attachments

Ordinance No. 6529

TIRZ 8 Project and Financing Plan

ORDINANCE NO. 6529

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING AND APPROVING THE PROJECT PLAN AND THE FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER EIGHT (#8); PROVIDING FOR FINDINGS OF FACT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council hereby finds and determines that the Board of Directors of the Sherman Tax Increment Reinvestment Zone, Number Eight (#8) presented to the City Council a Project Plan and a Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Eight (#8), which the Board finds are feasible and conform to the City's Master Plan and recommends that the City Council accept and approve the Amended Project Plan and Financing Plan as presented, which are attached hereto.

SECTION 2. 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 17th day of October, 2022.

ADOPTED on this the 17th day of October, 2022.

EFFECTIVE DATE on this the 17th day of October, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY



Project and Financing Plan
Tax Increment Reinvestment Zone #8

October 17, 2022

DESCRIPTION

The City Council of the City of Sherman established Tax Increment Reinvestment Zone #8 (TIRZ #8) by Ordinance 6476 on May 2, 2022. TIRZ #8 is located along U.S. Hwy 82 and between Plainview Road and Travis Street. The base is $6,548 taxable value for the tax year 2022 and contains about 172 acres. See Attachments A and B for a parcel list and map of the zone including a site plan. Attachment E is a survey.

The area designated as TIRZ #8 is undeveloped. Gas wells and lines are scattered through various tracts. TIRZ #8 and the adjacent area, designated as TIRZ #9, are part of a Planned Development that is expected to offer a mix of commercial, retail, office, entertainment and residential opportunities complimented with areas set aside as parks, lakes and other open space amenities. TIRZ #8 will consist of single-family residential housing while the adjacent Zone #9 will be a mix of commercial, retail and multi-family. No changes are proposed to the City's zoning ordinances, master plan, or building codes.

The project plan calls for infrastructure and other improvements to be added to the site for residential development. Proposed improvements of about $58 million include streets, storm sewers, detention ponds, retaining walls, landscaping, utility services, an amenity center and the relocation of the gas lines and wells. Attachment C contains a listing of the estimated construction costs for the first of four phases. The TIRZ will reimburse the developer for the public improvements up to the amount of increment deposited into the Tax Increment Reinvestment Zone Fund for the duration of the Zone, estimated at about $12.4 million. Apart from the Project costs, the City will construct a sewer line from the TIRZ to an existing sewer line at Cypress Grove Road at an estimated cost of $750,000. A Municipal Utility District will also fund a portion of the total costs.

The City will contribute 50% (fifty percent) of its maintenance and operations (M&O) property tax rate and the County will contribute 50% (fifty percent) of its tax rate that is allocated to the general fund to the Tax Increment Reinvestment Zone Fund. No other taxing entities will participate.

No persons will be displaced as a result of implementing the plan.

The Feasibility Study in Attachment F finds the project is feasible.

DEVELOPMENT PLAN

The project will be constructed in four phases. This update is for Phase I. Development is expected to begin in 2023 with a six to ten year build-out.

ESTIMATED BONDED INDEBTEDNESS

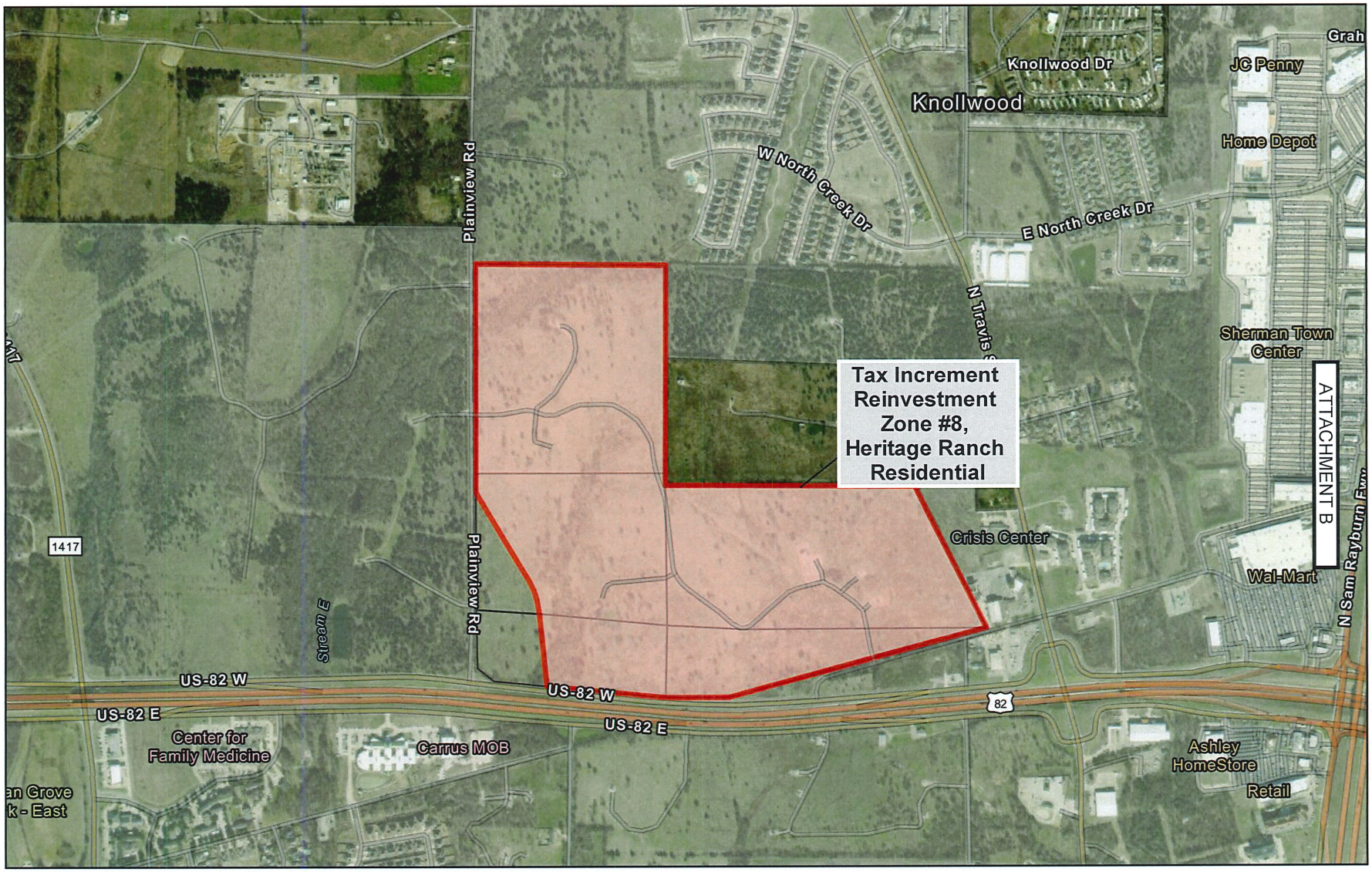
The City does not have any plans to issue debt. The City's share of the cost of improvements will be funded solely up to the amount of increment generated by the Zone.

DURATION

The Zone will terminate in 25 years in accordance with Article IV of the Master Development Agreement between the City and RCICD Heritage Ranch LLC (Assigned by TPJ Properties, LTD on February 21, 2022).

City of Sherman
Tax Increment Reinvestment Zone #8
PARCEL LIST
Attachment A

Parcel ID	Owner	Total Acreage	Assessed Value	Improvements Value	Exempt Property	Acreage in TIRZ	Taxable Value in TIRZ
118818	RCICD Heritage Ranch LLC	93.62	$ 2,715	$ -	-	93.62	$ 2,715
443651	RCICD Heritage Ranch LLC	1.32	$ 1,613	$ -	-	1.32	$ 1,613
118643	TPJ Properties LTD	76.57	2,220	-	-	76.57	$ 2,220
		171.52	$ 6,548	$ -	$ -	171.52	$ 6,548



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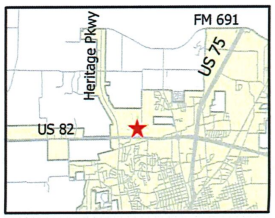
Parcels
City Limits

CITY OF SHERMAN



4/27/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

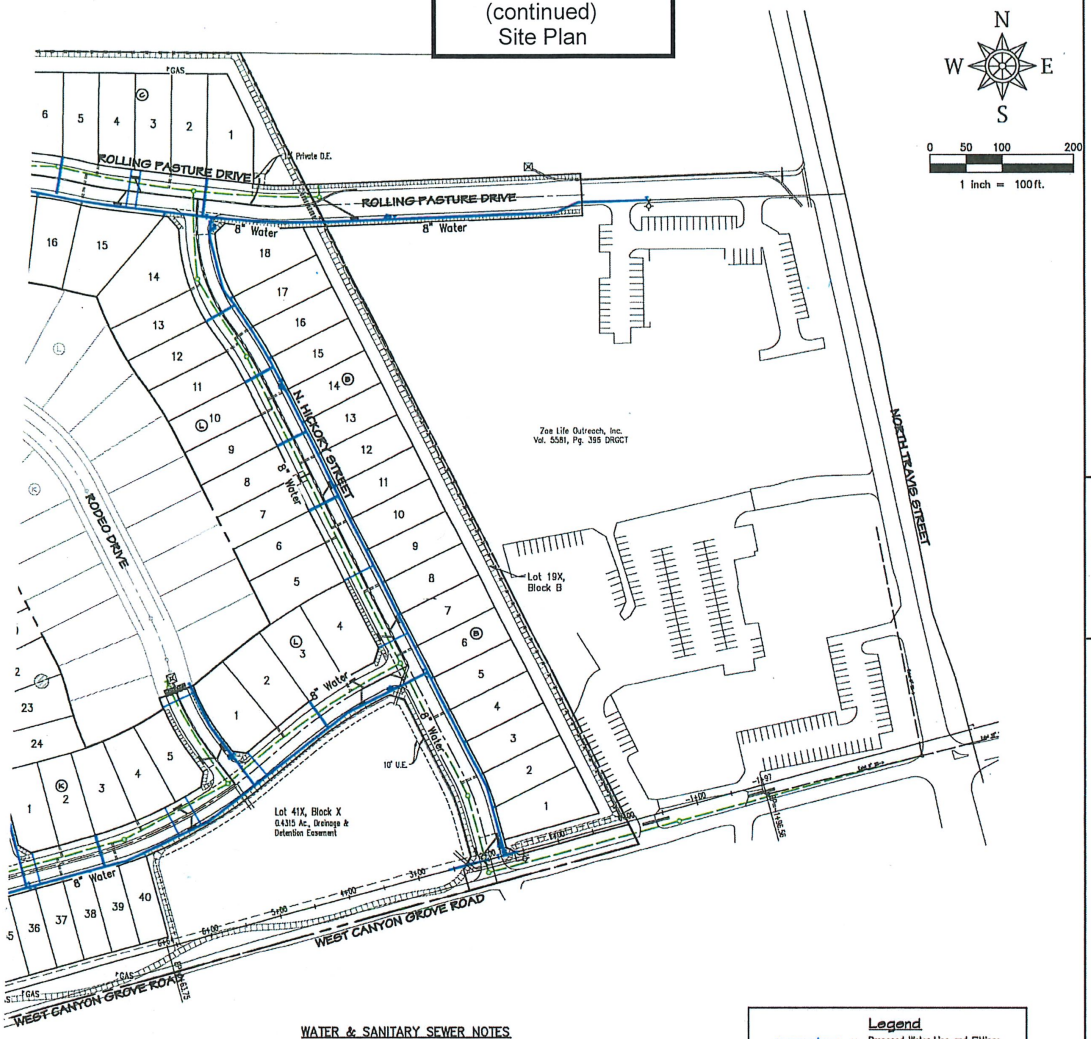
ATTACHMENT B
(continued)



ATTACHMENT B
(continued)
Site Plan



ATTACHMENT B
(continued)
Site Plan



WATER & SANITARY SEWER NOTES

1. All Materials and Construction Shall Be In Accordance With The City of Sherman Standard Specifications and Construction Standards, and To The Regulations of The Texas Commission On Environmental Quality.
2. Existing Utilities Are Shown Schematically and Are For The Contractors Guidance Only. The Location and/or Elevation of Existing Utilities as Shown On These Plans are Based On Records of The Various Utility Companies, and, Where Possible, Measurements Taken In The Field. The Contractor Must Call The Appropriate Utility Company At Least 72 Hours Prior To Any Excavation To Request Exact Field Location Of Utilities.
3. The Contractor Shall Be Responsible For Protecting All Existing Improvements In The Construction Of This Project. The Contractor Is Responsible For Repairs Of Damage To Any Existing Improvements During Construction. Repairs Shall Be Equal To Or Better Than Condition Prior To Construction.
4. All Sewer Lines Shall Be PVC SDR-35 Unless Otherwise Noted on Sewer Plans.
5. All Water Line Fittings Shall Have Concrete Thrust Blocking In Addition To Mechanical Joint Restraints.
6. Manhole Rim To Be Set Flush With Pavement Or 1" to 4" Above Grade In Non-Paved Areas.
7. All Water Pipe 8" And Larger Shall Be Class 150 DR 18 PVC Water Pipe, Conforming To AWWA C900 Standards.
8. Contractor Shall Be Responsible For Maintaining Trench Safety Requirements In Accordance With The Latest Standards Of O.S.H.A. Or Any Other Agency Having Jurisdiction For Excavation And Trenching Procedures. Contractor Shall Provide And Implement A Trench Safety Plan Complying With O.S.H.A.
9. All Sewer Services To Be Per City Of Sherman SD-WW02 & SD-WW19.
10. Contractor Shall NOT Locate Water Valves within BFRs (Barrier Free Ramps), Adjust as Necessary.

RIALS TO
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Legend

- Proposed Water Line and Fittings
- Proposed Sanitary Sewer and Manholes
- Proposed Fire Hydrants
- Proposed Water Service
- Proposed Sanitary Lateral
- Proposed Storm Sewer and Inlets
- Exist. Water Line and Fittings
- Exist. Sanitary Sewer and Manholes
- Exist. Fire Hydrants
- Exist. Storm Sewer and Inlets

BENCHMARKS:

Benchmark 1

Being a "MAG" Nail with flasher in the centerline of West Grove Raod 195 feet north of it's intersection with the north line of State Highway 82.
N=7,296,080.94
E=2,539,335.00
Elevation = 805.71

Benchmark 2

Being a "MAG" Nail in the centerline of West Grove Raod at the southeast corner of the subject tract.
N=7,296,422.96
E=2,540,574.49
Elevation = 784.30

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

STATE OF TEXAS
RYAN W. HARTMAN
143797
LICENSED
PROFESSIONAL ENGINEER
05/31/2022

HERITAGE RANCH PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OVERALL WATER & SANITARY SEWER PLAN

Revisions	Date

Scale: 1" = 100'
Drawn By: DJA
Checked By: RH
Sheet 50
SEI No. 21-110

City of Sherman
Tax Increment Reinvestment Zone #8
CONSTRUCTION COSTS
Attachment C

Description	Phase I	Subsequent Phases	Total
Project Costs			
Public Infrastructure			
Erosion control	$ 117,000	$ 233,041	$ 350,041
Excavation	2,500,000	888,450	3,388,450
Paving	2,785,886	5,655,314	8,441,200
Water line and fittings	1,275,499	3,020,594	4,296,093
Sanitary Sewer and manholes	1,260,480	3,098,720	4,359,200
Storm Sewer	1,830,322	5,591,142	7,421,464
Street Signs	-	32,500	32,500
Stop Signs	-	60,450	60,450
Landscape/Hardscape/Amenity Center	300,000	1,448,500	1,748,500
Dentention Ponds	-	390,000	390,000
Retaining Walls	-	864,500	864,500
Engineering/Administrative/Review Costs	-	3,457,872	3,457,872
Performance and Payment Bonds	94,903	-	94,903
Inspection Fees	286,087	-	286,087
Total Project Costs	**$10,450,177**	**$24,741,083**	**$35,191,260**
Non-project Costs			
Erosion Control	$ 117,000	$ 233,041	$ 350,041
Excavation	2,500,000	888,450	3,388,450
Franchise Utility (Gas/Electric/Fiber) Service	-	2,173,600	2,173,600
Streetlights	-	512,200	512,200
Mailboxes	-	266,760	266,760
Amenity Center	-	3,497,000	3,497,000
Retaining Walls	-	2,593,500	2,593,500
Relocation of Gatherlines/Wells	-	1,750,000	1,750,000
Engineering/Administrative/Review Costs	-	3,838,862	3,838,862
Financing Costs	-	4,031,522	4,031,522
Total Non-project Costs	**2,617,000**	**19,784,935**	**22,401,935**
Total Costs	**$13,067,177**	**$44,526,018**	**$57,593,195**

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Paving

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	6" 4000 psi reinforced concrete pavement	30,330	SY	$ 45.80	$1,389,114.00
2	7" 4000 psi reinforced concrete pavement	4,008	SY	$ 53.30	$213,626.40
3	6" lime stabilized subgrade	39,226	SY	$ 5.00	$196,130.00
4	Hydrated lime (30LB/SY)	588	TON	$ 260.00	$152,880.00
5	6" flexbase subgrade	245	SY	$ 35.50	$8,697.50
6	3" Type C HMAC Seal Coat Prime Coat on 12" Flex Base	875	SY	$ 195.00	$170,625.00
7	Temporary Asphalt Pavement Per City of Sherman Std. Detail SD-P07	2,888	SY	$ 83.40	$240,859.20
8	Sawcut, Remove, and Dispose of Existing Curb and Gutter	330	LF	$ 15.00	$4,950.00
9	Remove and Dispose of Existing Street Barricade	1	EA	$ 400.00	$400.00
10	Match Existing Concrete Pavement	362	LF	$ 15.00	$5,430.00
11	Street Barricade	2	EA	$ 2,640.00	$5,280.00
12	Bi-Directional Barrier Free Ramps	8	EA	$ 3,200.00	$25,600.00
13	Directional Barrier Free Ramps	36	EA	$ 2,540.00	$91,440.00
14	Mid-Block Barrier Free Ramps	2	EA	$ 2,450.00	$4,900.00
15	5' Wide, 4" Thick Reinforced Concrete Sidewalk	29,075	SF	$ 7.40	$215,155.00
16	Remove and Dispose of Street Sign assemblies	1	EA	$ 600.00	$600.00

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Paving

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
17	Remove and Replace Street Sign assemblies	1	EA	$ 1,000.00	$1,000.00
18	Install Street Sign assemblies	18	EA	$ 460.00	$8,280.00
19	Install Speed Limit Signs	3	EA	$ 500.00	$1,500.00
20	Install Stop Sign assemblies	20	EA	$ 120.00	$2,400.00
21	Keep Right Sign	1	EA	$ 460.00	$460.00
22	Left and Right Only Sign	1	EA	$ 460.00	$460.00
23	Pedestrian Crossing Sign with Rapid Flashing Beacon	2	EA	$ 11,900.00	$23,800.00
24	Pedestrian Crosswalk Striping	9	EA	$ 1,180.00	$10,620.00
25	4" Double Yellow Centerline	48	LF	$ 3.30	$158.40
26	8" White Solid Line	200	LF	$ 3.30	$660.00
27	Stop Bar	5	EA	$ 420.00	$2,100.00
28	White Thermoplastic Lane Arrow	4	EA	$ 390.00	$1,560.00
29	White Thermoplastic "ONLY" Markings	3	EA	$ 400.00	$1,200.00
30	Traffic Control	1	LS	$ 6,000.00	$6,000.00
			TOTAL PAVING		**$2,785,885.50**

PP&M Bond **$37,500.00**

TOTAL CONTRACT AMOUNT **$2,823,385.50**
TOTAL CONSTRUCTION COST PAVING **$2,785,885.50**

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Storm Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	18" Class III RCP with trench, embedment, backfill and compaction (PUBLIC).	2,048	LF	$ 90.17	$184,668.16
2*	18" Class III RCP with trench, embedment, backfill and compaction (PRIVATE).	10	LF	$ 90.17	$901.70
3	21" Class III RCP with trench, embedment, backfill and compaction.	1,017	LF	$ 94.41	$96,014.97
4	24" Class III RCP with trench, embedment, backfill and compaction (PUBLIC).	1,261	LF	$ 103.14	$130,059.54
5*	24" Class III RCP with trench, embedment, backfill and compaction (PRIVATE).	141	LF	$ 103.14	$14,542.74
6	27" Class III RCP with trench, embedment, backfill and compaction (PUBLIC).	1,451	LF	$ 110.33	$160,088.83
7	30" Class III RCP with trench, embedment, backfill and compaction.	521	LF	$ 119.90	$62,467.90
8	33" Class III RCP with trench, embedment, backfill and compaction.	741	LF	$ 133.97	$99,271.77
9	36" Class III RCP with trench, embedment, backfill and compaction.	290	LF	$ 150.98	$43,784.20
10	42" Class III RCP with trench, embedment, backfill and compaction.	344	LF	$ 183.10	$62,986.40
11	48" Class III RCP with trench, embedment, backfill and compaction.	290	LF	$ 218.38	$63,330.20
12	54" Class III RCP with trench, embedment, backfill and compaction.	526	LF	$ 255.71	$134,503.46
13	60" Class III RCP with trench, embedment, backfill and compaction.	384	LF	$ 299.07	$114,842.88
14	4'x3' Class III RCB with trench, embedment, backfill and compaction.	116	LF	$ 252.38	$29,276.08
15	8' Standard reinforced concrete curb inlet	25	EA	$ 5,827.30	$145,682.50

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Storm Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
16	10' Standard reinforced concrete curb inlet	22	EA	$ 6,395.90	$140,709.80
17	12' Standard reinforced concrete curb inlet	12	EA	$ 8,459.40	$101,512.80
18	4' Storm Manhole	9	EA	$ 5,965.00	$53,685.00
19	5' Storm Manhole	3	EA	$ 8,292.00	$24,876.00
20	6' Storm Manhole	3	EA	$ 9,460.00	$28,380.00
21	18" Plug	2	EA	$ 905.90	$1,811.80
22	18" Type B Headwall (PUBLIC)	1	EA	$ 2,305.75	$2,305.75
23*	18" Type B Headwall (PRIVATE)	1	EA	$ 2,305.75	$2,305.75
24*	24" Type B Headwall (PRIVATE)	1	EA	$ 2,600.00	$2,600.00
25	27" Type B Headwall	1	EA	$ 3,122.05	$3,122.05
26	42" Headwall Flush with Retaining Wall	1	EA	$ 4,662.40	$4,662.40
27	60" Headwall Flush with Retaining Wall	1	EA	$ 6,194.10	$6,194.10
28	18" TxDOT PSET-SP Headwall with Safety End Treatment	10	EA	$ 2,400.00	$24,000.00
29	42" TxDOT PSET-SP Headwall with Safety End Treatment	1	EA	$ 4,750.00	$4,750.00
30	4'x3' TxDOT Set B-SW-0 Headwall with Safety End Treatment	1	EA	$ 4,700.00	$4,700.00
31*	Detention Pond Outfall Structure	1	EA	$ 12,440.00	$12,440.00
32	3'x3' Drop Inlet (PUBLIC)	2	EA	$ 4,965.10	$9,930.20
33*	3'x3' Drop Inlet (PRIVATE)	1	EA	$ 4,965.10	$4,965.10
34	4'x4' Drop Inlet	2	EA	$ 5,634.60	$11,269.20

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Storm Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
35	6"-12" Rock rip rap	436	SY	$ 98.00	$42,728.00
36	18" Rock rip rap	16	SY	$ 100.00	$1,600.00
37	Trench Safety Plans and Program for Open Ditch Excavation	9,140	LF	$ 1.90	$17,366.00
38	Storm Sewer Line Testing	9,140	LF	$ 2.16	$19,742.40
			TOTAL STORM SEWER		$1,830,322.39

***Not included in Value of Construction or Inspection Fees** $37,755.29

Total Construction Cost Storm Sewer **$1,830,322.39**

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Sanitary Sewer

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	8" PVC SDR35 sanitary sewer pipe with trench, embedment, backfill, and compaction.	8,507	LF	$ 70.20	$597,191.40
2	8" PVC SDR26 sanitary sewer pipe with trench, embedment, backfill, and compaction.	771	LF	$ 79.13	$61,009.23
3	8" 150 p.s.i. pressure class pipe per TCEQ 217.53(d)(7)(A)	20	LF	$ 83.76	$1,675.20
4	20 linear feet of Cement Stabilized Sand Backfill per TCEQ 217.53(d)(7)(B)	10	EA	$ 425.00	$4,250.00
5	4' Diameter standard manhole	42	EA	$ 7,800.00	$327,600.00
6	Connect to Existing 4' Diameter standard manhole	1	EA	$ 1,812.25	$1,812.25
7	8" Sewer Plug	5	EA	$ 125.00	$625.00
8	4" PVC Sanitary Sewer Services	253	EA	$ 807.39	$204,269.67
9	Open Cut Existing Driveway and Restore Pavement to Pre-Project Conditions	80	LF	$ 205.00	$16,400.00
10	Trench Safety	9,278	LF	$ 1.86	$17,257.08
11	Sanitary sewer line testing	9,278	LF	$ 3.06	$28,390.68
			TOTAL SANITARY SEWER		**$1,260,480.51**

Total Construction Cost Sewer **$1,260,480.51**

ATTACHMENT C (continued)
HERITAGE RANCH PHASE 1
SHERMAN, TEXAS

Water

ITEM NO.	ITEM	TOTAL QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	8" PVC (DR18) water	10,103	LF	$ 51.45	$519,799.35
2	18" PVC (DR18) water	100	LF	$ 197.50	$19,750.00
3	Steel Encasement for 18" PVC	31	LF	$ 296.83	$9,201.73
4	6" Gate Valve and box	23	EA	$ 1,650.35	$37,958.05
5	8" Gate Valve and box	43	EA	$ 2,539.85	$109,213.55
6	18" Gate Valve and box	1	EA	$ 19,494.00	$19,494.00
7	18"x8" Tapping Sleeve	1	EA	$ 7,683.75	$7,683.75
8	1" Water Service & meter box.	253	EA	$ 974.19	$246,470.07
9	Fire Hydrant	22	EA	$ 6,830.60	$150,273.20
10	Ductile Iron Fittings	6.90	TON	$ 12,510.75	$86,324.18
11	Concrete Blocking	1	LS	$ 5,252.25	$5,252.25
12	Remove Existing Plug and Connect to Existing 6" Water Line	1	EA	$ 1,002.25	$1,002.25
13	Remove Existing 18" DI Water Line	100	LF	$ 36.01	$3,601.00
14	Remove Existing Fire Hydrant	1	EA	$ 1,305.05	$1,305.05
15	Open-Cut, Install water Line and Restore Pavement to Pre-Project Conditions	90	LF	$ 232.55	$20,929.50
16	Trench Safety Plans and Program for Open Ditch Excavation	10,203	LF	$ 1.86	$18,977.58
17	Water Line Chlorination and Testing complete for the sum of:	10,203	LF	$ 1.79	$18,263.37
			TOTAL WATER		**$1,275,498.88**

PP&M Bond **$57,402.78**
Total Construction Cost Water **$1,275,498.88**

City of Sherman
Tax Increment Reinvestment Zone #8
PROJECT COSTS
Attachment D

Fiscal Year	Capital Outlay	Total
2024	-	-
2025	19,000	19,000
2026	136,000	136,000
2027	253,000	253,000
2028	370,000	370,000
2029	487,000	487,000
2030	583,000	583,000
2031	584,000	584,000
2032	584,000	584,000
2033	584,000	584,000
2034	584,000	584,000
2035	584,000	584,000
2036	583,000	583,000
2037	584,000	584,000
2038	584,000	584,000
2039	584,000	584,000
2040	584,000	584,000
2041	584,000	584,000
2042	584,000	584,000
2043	583,000	583,000
2044	584,000	584,000
2045	584,000	584,000
2046	584,000	584,000
2047	584,000	584,000
2048	584,000	584,000
	$ 12,358,000	$ 12,358,000

Tax Increment Reinvestment Zone #8

Attachment E

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 657, and the U. Burns Survey, Abstract No. 121, City of Sherman, Grayson County, Texas, being all of Tract 1, conveyed to TPJ Properties, Ltd., by deed recorded in Volume 3203, Page 464 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a concrete nail found in Canyon Grove Road, a public road, for the southwest corner of a tract conveyed to Zoe Life Outreach, Inc., recorded in Volume 5581, Page 396 DRGCT, for the southeast corner of Tract 1;

THENCE S 74°34'26" W, 1286.18 feet along said road to a MAG nail with a flasher found for the intersection of said road with the north line of U.S. Highway 82, a variable width public right-of-way;

THENCE along the north line thereof, the following:

N 03°25'22" W, 17.20 feet;

S 75°01'01" W, 778.89 feet to a concrete monument found;

Around a non-tangent curve to the right having a central angle of 04°45'50", a radius of 5579.68 feet, a chord of N 87°05'05" W - 463.79 feet, an arc length of 463.93 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 84°42'10" W, 916.60 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE departing said right-of-way, the following:

N 06°19'24" W, 542.26 feet;

A tangent curve to the left having a central angle of 24°29'33", a radius of 790.00 feet, a chord of N 18°34'10" W - 335.14 feet, an arc length of 337.70 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 30°48'56" W, 654.89 feet;

And a tangent curve to the right having a central angle of 12°30'21", a radius of 851.00 feet, a chord of N 24°33'46" W - 185.38 feet, an arc length of 185.75 feet to a point in Plainview Road, a public road;

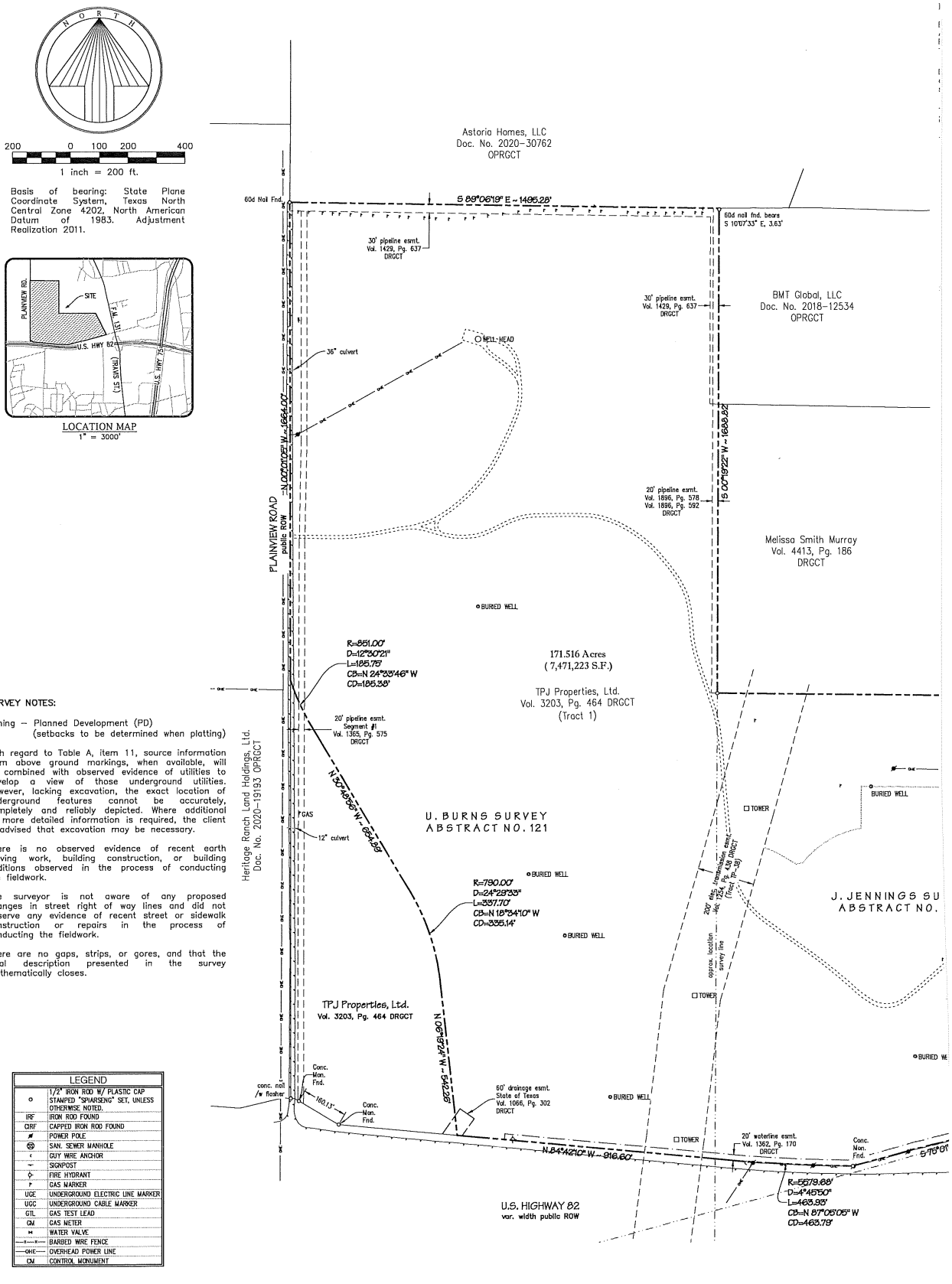
THENCE N 00°01'05" W, 1664.00 feet along Plainview Road to a 60d nail found for the southwest corner of a tract conveyed to Astoria Homes, LLC, recorded in Document No. 2020-30762, Official Public Records, Grayson County, Texas (OPRGCT);

THENCE S 89°06'19" E, 1495.28 feet along the south line thereof to a point for the northwest corner of a tract conveyed to BMT Global, LLC, recorded in Document No. 2018-12534 OPRGCT, from which a 60d nail found bears S 10°07'33" E, 3.63 feet;

THENCE S 00°19'22" W, 1688.82 feet along the west line thereof, and of a tract conveyed to Melissa Smith Murray, recorded in Volume 4413, Page 186 DRGCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southwest corner thereof;

THENCE S 89°27'10" E, 1908.49 feet along the south line of said Murray tract to a 60d nail found for the northwest corner of said Zoe Life Outreach tract;

THENCE S 26°41'36" E, 1234.81 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 7,471,223 square feet or 171.516 acres of land.



SURVEY NOTES:

Zoning – Planned Development (PD)
(setbacks to be determined when platting)

With regard to Table A, item 11, source information from above ground markings, when available, will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

There is no observed evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

The surveyor is not aware of any proposed changes in street right of way lines and did not observe any evidence of recent street or sidewalk construction or repairs in the process of conducting the fieldwork.

There are no gaps, strips, or gores, and that the legal description presented in the survey mathematically closes.

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
ø	POWER POLE
Ⓢ	SAN. SEWER MANHOLE
⟨	GUY WIRE ANCHOR
⊸	SIGNPOST
◇	FIRE HYDRANT
▸	GAS MARKER
UGE	UNDERGROUND ELECTRIC LINE MARKER
UGC	UNDERGROUND CABLE MARKER
GTL	GAS TEST LEAD
GM	GAS METER
⋈	WATER VALVE
-x-x-x-	BARBED WIRE FENCE
-OHE-	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

Drawing: G:\2021 JOBS\21-119 Heritage Ranch\SURVEY\DWG\21-119 Survey-exclude commercial.dwg Saved By: DBrown Save Time: 2/24/2022 12:44:50 PM Plotted by: DBrown Plot Date: 2/24/2022 12:45 PM

METES AND BOUNDS DESCRIPTION

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N 03°25'22" W, 17.20 feet;

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And N 84°42'10" W, 916.60 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

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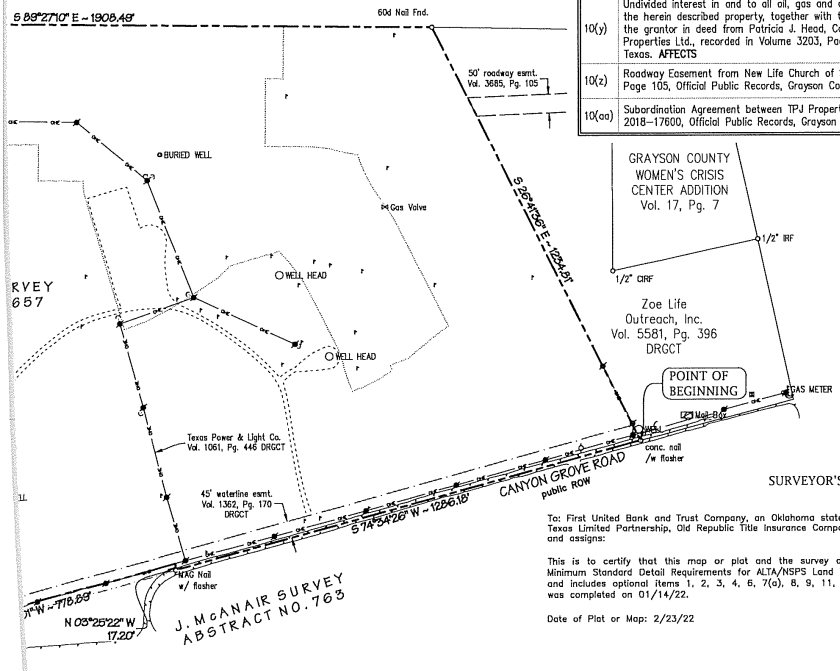
THENCE S 26°41'36" E, 1234.81 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 7,471,223 square feet or 171.516 acres of land.

The foregoing legal description describes the same property as shown in the vesting deed, recorded at _____, and is the same property described in Schedule A of title commitment no. 41782 bearing a effective date of 12/16/2021 as prepared by Old Republic National Title Insurance Company.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

Old Republic National Title Insurance Company, G.F. No. 47182, Effective 12/16/2021

10(c)	easement granted to the Standard Oil Company of Texas, recorded in Volume 816, Page 212, Official Public Records, Grayson County, Texas. **AFFECTS; UNABLE TO PLOT**
10(d)	easement granted to the Standard Oil Company of Texas, recorded in Volume 862, Page 366, Official Public Records, Grayson County, Texas. **AFFECTS; UNABLE TO PLOT**
10(e)	easement granted to the Standard Oil Company of Texas, recorded in Volume 877, Page 229, Official Public Records, Grayson County, Texas. **AFFECTS; UNABLE TO PLOT**
10(f)	easement granted Lone Star Gas, recorded in Volume 941, Page 238, Official Public Records Grayson County, Texas. **AFFECTS; UNABLE TO PLOT**
10(g)	easement granted to the Standard Oil Company of Texas, recorded in Volume 994, Page 320, Official Public Records, Grayson County, Texas. **DOES NOT AFFECT**
10(h)	easement granted to the Standard Oil Company of Texas, recorded in Volume 994, Page 328, Official Public Records, Grayson County, Texas. **DOES NOT AFFECT**
10(i)	easement granted to Texas Power & Light Company of Dallas, Texas, recorded in Volume 1061, Page 446, Official Public Records, Grayson County, Texas. **AFFECTS AS SHOWN**
10(j)	easement granted to Koch Industries, Inc., recorded in Volume 1132, Page 661, Official Public Records, Grayson County, Texas. **AFFECTS; UNABLE TO PLOT**
10(k)	Conveyances, Assignments and Bill of Sales by and between Koch Pipeline Company, L.P. and EOTT Energy Operating Limited Partnership, recorded in Volume 2818, Page 803, 825, and 867, Official Public Records, Grayson County, Texas. **AFFECTS**
10(l)	easement granted to the City of Sherman, recorded in Volume 1362, Page 167, Official Public Records, Grayson County, Texas. **DOES NOT AFFECT**
10(m)	easement granted to the City of Sherman, recorded in Volume 1362, Page 170, Official Public Records, Grayson County, Texas. **AFFECTS AS SHOWN**
10(n)	easement granted to Enserch Corporation, recorded in Volume 1365, Page 575, Official Public Records, Grayson County, Texas. **AFFECTS AS SHOWN**
10(o)	easement granted to Enserch Corporation, recorded in Volume 1433, Page 186, Official Public Records, Grayson County, Texas. **DOES NOT AFFECT**
10(p)	easement granted to Burk Royalty Co., recorded in Volume 1429, Page 637, Official Public Records, Grayson County, Texas. **AFFECTS AS SHOWN**
10(q)	easement granted to Texas Power & Light Company of Dallas, Texas, recorded in Volume 1618, Page 137, Official Public Records, Grayson County, Texas. **DOES NOT AFFECT**
10(r)	easement granted to Chevron U.S.A., Inc., recorded in Volume 1896, Page 578, Official Public Records, Grayson County, Texas. **AFFECTS AS SHOWN**
10(s)	easement granted to Chevron U.S.A., Inc., recorded in Volume 1896, Page 592, Official Public Records, Grayson County, Texas. **AFFECTS AS SHOWN**
10(t)	Channel Easements affecting property in southern portion of property adjacent to U.S. Highway 82 recorded in Volume 1066, Page 302, Official Public Records, Grayson County, Texas. **AFFECTS AS SHOWN**
10(u)	Oil, Gas, and Mineral lease recorded in Volume 477, Page 505; Volume 475, Page 565; amended by Volume 2414, Page 474; and Volume 2414, Page 520 of the Official Public Records, Grayson County, Texas, and all rights incident thereto. **AFFECTS**
10(v)	Conveyance of an undivided interest in and to the oil, gas and other minerals under the Will of James S. Rifenburg as shown in Volume 2607, Page 60, Official Public Records, Grayson County, Texas. **AFFECTS**
10(w)	Deed to Texas Power and Light Company for H-Frame transmission lines recorded in Volume 1254, Page 438, Official Public Records, Grayson County, Texas. **DOES NOT AFFECT**
10(x)	Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with the rights relating thereto, express or implied, reserved unto the grantor in deed from John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust, to TPJ Properties Ltd., and recorded in Volume 3203, Page 464, Official Public Records, Grayson County, Texas. **AFFECTS**
10(y)	Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with the rights relating thereto, express or implied, reserved unto the grantor in deed from Patricia J. Head, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust to TPJ Properties Ltd., recorded in Volume 3203, Page 469, of the Official Public Records of Grayson County, Texas. **AFFECTS**
10(z)	Roadway Easement from New Life Church of Sherman to TPJ Properties, Ltd. recorded in Volume 3685, Page 105, Official Public Records, Grayson County, Texas. **DOES NOT AFFECT**
10(aa)	Subordination Agreement between TPJ Properties, Ltd. and Lacy & Sons recorded in Clerk's File Number 2018-17600, Official Public Records, Grayson County, Texas. **AFFECTS**



SURVEYOR'S CERTIFICATE

To: First United Bank and Trust Company, an Oklahoma state bank, its successors and assigns, TPJ PROPERTIES, LTD., a Texas Limited Partnership, Old Republic Title Insurance Company, Grayson County Title Co., and their respective successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS, and includes optional items 1, 2, 3, 4, 6, 7(a), 8, 9, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on 01/14/22.

Date of Plat or Map: 2/23/22

STATE OF TEXAS REGISTERED DARREN K. BROWN 5252 PROFESSIONAL LAND SURVEYOR

darren.brown@spiarsengineering.com

Darren K. Brown, RPLS 5252

No part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48181C0270F & 48181C0290F, effective 09/29/2010. The property is located in Zone "X" (areas determined to be outside the 500-year floodplain).

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBPLS No. F-10043100 • www.spiarseng.com

ALTA/NSPS LAND TITLE SURVEY

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

Heritage Ranch

Issue Dates:

2/23/22

Revisions	Date

Scale: 1" = 200'
Drawn By: ED
Checked By: DKB

Sheet 1 of 1

JOB # 21-110

City of Sherman
Tax Increment Reinvestment Zone #8
FEASIBILITY STUDY
Attachment F

Fiscal Year	Captured Value	City Property Tax	County Property Tax	Interest Income	Total Inflow	Capital Outley	Total Outflow	Net Cashflow	Cumulative Cash Position
2024	-	-	-	-	-	-	-	-	-
2025	7,500,000	9,951	9,510	-	19,461	19,000	19,000	461	461
2026	52,500,000	69,656	66,570	19	136,245	136,000	136,000	245	705
2027	97,500,000	129,361	123,630	29	253,020	253,000	253,000	20	725
2028	142,500,000	189,066	180,690	29	369,786	370,000	370,000	(214)	511
2029	187,500,000	248,771	237,750	21	486,542	487,000	487,000	(458)	53
2030	225,000,000	298,526	285,300	2	583,828	583,000	583,000	828	880
2031	225,000,000	298,526	285,300	36	583,861	584,000	584,000	(139)	741
2032	225,000,000	298,526	285,300	30	583,856	584,000	584,000	(144)	597
2033	225,000,000	298,526	285,300	24	583,850	584,000	584,000	(150)	446
2034	225,000,000	298,526	285,300	18	583,844	584,000	584,000	(156)	290
2035	225,000,000	298,526	285,300	12	583,837	584,000	584,000	(163)	127
2036	225,000,000	298,526	285,300	5	583,831	583,000	583,000	831	958
2037	225,000,000	298,526	285,300	39	583,864	584,000	584,000	(136)	822
2038	225,000,000	298,526	285,300	33	583,859	584,000	584,000	(141)	681
2039	225,000,000	298,526	285,300	28	583,853	584,000	584,000	(147)	534
2040	225,000,000	298,526	285,300	22	583,847	584,000	584,000	(153)	381
2041	225,000,000	298,526	285,300	15	583,841	584,000	584,000	(159)	222
2042	225,000,000	298,526	285,300	9	583,835	584,000	584,000	(165)	57
2043	225,000,000	298,526	285,300	2	583,828	583,000	583,000	828	885
2044	225,000,000	298,526	285,300	36	583,861	584,000	584,000	(139)	746
2045	225,000,000	298,526	285,300	30	583,856	584,000	584,000	(144)	602
2046	225,000,000	298,526	285,300	24	583,850	584,000	584,000	(150)	451
2047	225,000,000	298,526	285,300	18	583,844	584,000	584,000	(156)	295
2048	225,000,000	298,526	285,300	12	583,837	584,000	584,000	(163)	133
		$ 6,318,790	$ 6,038,850	$ 493	$ 12,358,133	$ 12,358,000	$ 12,358,000		

City of Sherman
Tax Increment Reinvestment Zone #8
PROJECT REVENUE
Attachment G

Fiscal Year	Captured Value	Taxes On Captured Value	Interest Income	Total Revenue
2024	-	-	-	-
2025	7,500,000	19,461	-	19,461
2026	52,500,000	136,226	19	136,245
2027	97,500,000	252,991	29	253,020
2028	142,500,000	369,756	29	369,786
2029	187,500,000	486,521	21	486,542
2030	225,000,000	583,826	2	583,828
2031	225,000,000	583,826	36	583,861
2032	225,000,000	583,826	30	583,856
2033	225,000,000	583,826	24	583,850
2034	225,000,000	583,826	18	583,844
2035	225,000,000	583,826	12	583,837
2036	225,000,000	583,826	5	583,831
2037	225,000,000	583,826	39	583,864
2038	225,000,000	583,826	33	583,859
2039	225,000,000	583,826	28	583,853
2040	225,000,000	583,826	22	583,847
2041	225,000,000	583,826	15	583,841
2042	225,000,000	583,826	9	583,835
2043	225,000,000	583,826	2	583,828
2044	225,000,000	583,826	36	583,861
2045	225,000,000	583,826	30	583,856
2046	225,000,000	583,826	24	583,850
2047	225,000,000	583,826	18	583,844
2048	225,000,000	583,826	12	583,837
		$ 12,357,640	$ 493	$ 12,358,133

City of Sherman
Tax Increment Reinvestment Zone #8
ESTIMATED CAPTURED APPRAISED VALUE
Attachment H

Fiscal Year	Estimated Captured Value
2024	-
2025	7,500,000
2026	52,500,000
2027	97,500,000
2028	142,500,000
2029	187,500,000
2030	225,000,000
2031	225,000,000
2032	225,000,000
2033	225,000,000
2034	225,000,000
2035	225,000,000
2036	225,000,000
2037	225,000,000
2038	225,000,000
2039	225,000,000
2040	225,000,000
2041	225,000,000
2042	225,000,000
2043	225,000,000
2044	225,000,000
2045	225,000,000
2046	225,000,000
2047	225,000,000
2048	225,000,000

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6530

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 20.435 acres Generally Located North of Kreager Road and West of N. Travis Street, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 20.435 acres generally located north of Kreager Road and west of N. Travis Street, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its October 3rd meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the October 17th Regular Council Meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owner/developer, Young Enterprises, LP

Origination:

Letter requesting annexation by Todd Young, Young Enterprises, LP, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about $160,000 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 20.435 acres generally located nnorth of Kreager Road and west of N. Travis Street, adjacent to the Sherman city limits and in the City of Sherman's ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6530
Request for Annexation
Annexation Schedule
Exhibit A -Legal Description
Exhibit A - Drawing
Exhibit B - Annexation Service Plan Agreement
Aerial Location Map

ORDINANCE NO. 6530

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 20.435 ACRES GENERALLY LOCATED NORTH OF KREAGER ROAD AND WEST OF N. TRAVIS STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Young Enterprises, LP ("Landowner") is the sole owner of real property within that certain area of land consisting of 20.435± acres, situated in the Frank Richards Survey, Abstract No. 1044 and the Alexander & Richards Survey, Abstract No. 42, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

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

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

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

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

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

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

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

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

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

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

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

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

> BEING the following tract of land located in Grayson County, Texas: 20.435± acres, situated in the Frank Richards Survey, Abstract No. 1044 and the Alexander & Richards Survey, Abstract No. 42; said Property is more particularly described and depicted in Exhibit A.

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

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

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

or may be amended, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

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

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

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

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

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

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

INTRODUCED on this the 17th day of October, 2022.

ADOPTED on this the 17th day of October, 2022.

EFFECTIVE DATE on this the 17th day of October, 2022.

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

August 19, 2022

City of Sherman
Attn: Amber Doan
220 W. Mulberry Street
Sherman, TX 75090

Dear Amber,

Please accept this letter as a Voluntary Annexation request for the property known as GCAD ID# 395447 as G-1044 RICHARDS FRANK A-G1044, ACRES 20.11. Geographic ID: 100 104400102 near the NW intersection of Travis Rd. and Kreager Rd in Sherman, TX. See attached Annexation boundary survey for the legal description.

I am requesting annexation into the City Limits as part of our concurrent zoning change application for the same property to serve a proposed Single-Family Rental Home community with City of Sherman services. Additionally, I am requesting that this voluntary annexation petition be withdrawn if the zoning is not approved for the proposed development.

Sincerely,



Todd Young
Young Enterprises, LP
P.O. Box 517
Sherman, TX 75091-0517
903.892.1508
tyoung@yecon.net

ANNEXATION SCHEDULING PLAN

Annexation of approximately 20.435 acres of land adjacent to the city limits, located North of Kreager Road and West of N Travis Street being more specifically described as: Kreager & Travis

Monday, October 3, 2022	City Council sets public hearing date and accepts annexation application.
Wednesday, October 5, 2022	Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.
Friday, October 7, 2022	Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
Thursday, October 13, 2022.....	Post notice of public hearing as required by Open Meetings Act.
Monday, October 17, 2022	Hold public hearing. (Regular Council Meeting)
Monday, October 17, 2022	Adopt ordinance. (Regular Council Meeting)

SITUATED in the County of Grayson, State of Texas, and being a part of the Frank Richards Survey, Abstract No. 1044 and the Alexander & Richards Survey, Abstract No. 42 and being all of the 20.11 acre tract of land conveyed by General Warranty Deed from Ernestine T. White, Trustee of the W.K. White Family Trust and William Keller White, III, Mary Lu Aycock and Kimberly Ann Smith on November 15, 2018 and recorded in Instrument No. 2018-25815, Official Public Records, Grayson County, Texas, and also being a portion of a 30 ft. wide strip dedicated for right-of-way along Kreager Road, a public road, by Final Plat of Austin Landing, Phase 3, an addition to the City of Sherman as per plat of record in Doc. No. 2018-43, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING in the center of F. M. Highway No. 131 (aka: Travis Street), in the East line of said Frank Richards Survey and the West line of the J.H. Clark Survey, Abstract No. 281, at the most Easterly Northeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 00 deg. 29 min. 41 sec. West, with the center of said highway and said survey lines, a distance of 296.73 ft. to the most Eastern Southeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE North 89 deg. 30 min. 19 sec. West, a distance of 50.00 ft. to an Ell corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 00 deg. 29 min. 41 sec. West, with the West line of said highway right-of-way, a distance of 100.88 ft. to a point at a Southeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE in a general Westerly direction, the following calls and distances:

1. North 89 deg. 30 min. 19 sec. West, 307.51 ft. to an angle point;
2. South 45 deg. 38 min. 25 sec. West, 861.05 ft. to an angle point;
3. South 00 deg. 47 min. 08 sec. West, at a distance of 307.51 ft., passing the most Southerly Southeast corner of said Young Enterprises, LP 20.11 ac., FROM which the most Northerly Northwest corner of the 224.030 acre tract of land annexed into the City Limits of the City of Sherman as per Ordinance No. 5357, dated January 3, 2006 bears South 89 deg. 12 min. 52 sec. East, 828.13 ft., said property corner being in the North line of both said 30 ft. wide right-of-way dedication strip to the City of Sherman per Doc. No. 2018-43 and the Alexander & Richards Survey, Abstract No. 42 and the South line of said Frank Richards Survey, continuing on through said 30 ft. wide right-of-way dedication strip for a **TOTAL** distance of 337.52 ft. to a point in the North line of Block D, said Austin Landing, Phase 3 and the South line of said 30 ft. wide right-of-way dedication strip and Kreager Road, at the most Southerly Southeast corner of the herein described tract;

THENCE North 89 deg. 12 min. 55 sec. West, with the North line of said Block D, Austin Landing, Phase 3 and the South line of both said Kreager Road and 30 ft. wide right-of-way dedication strip, a distance of 473.75 ft. to the Southwest corner of the herein described tract;

THENCE North 00 deg. 47 min. 08 sec. East, over and across both said Kreager Road and 30 ft. wide right-of-way dedications strip, passing the Southwest corner of said Young Enterprises, LP 20.11 ac. and continuing on now for a total distance of 829.53 ft. to the most Westerly Northwest corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 89 deg. 30 min. 19 sec. East, a distance of 212.28 ft. to an angle point of said Young Enterprises, LP 20.11 ac.;

THENCE Northeasterly, along the Northwesterly lines of said Young Enterprises, LP 20.11 ac., the following calls and distances:

1. North 75 deg. 43 min. 47 sec. East, 25.48 ft. to an angle point;
2. North 63 deg. 52 min. 45 sec. East, 236.85 ft. to an angle point;
3. North 54 deg. 28 min. 49 sec. East, 76.70 ft. to an angle point;

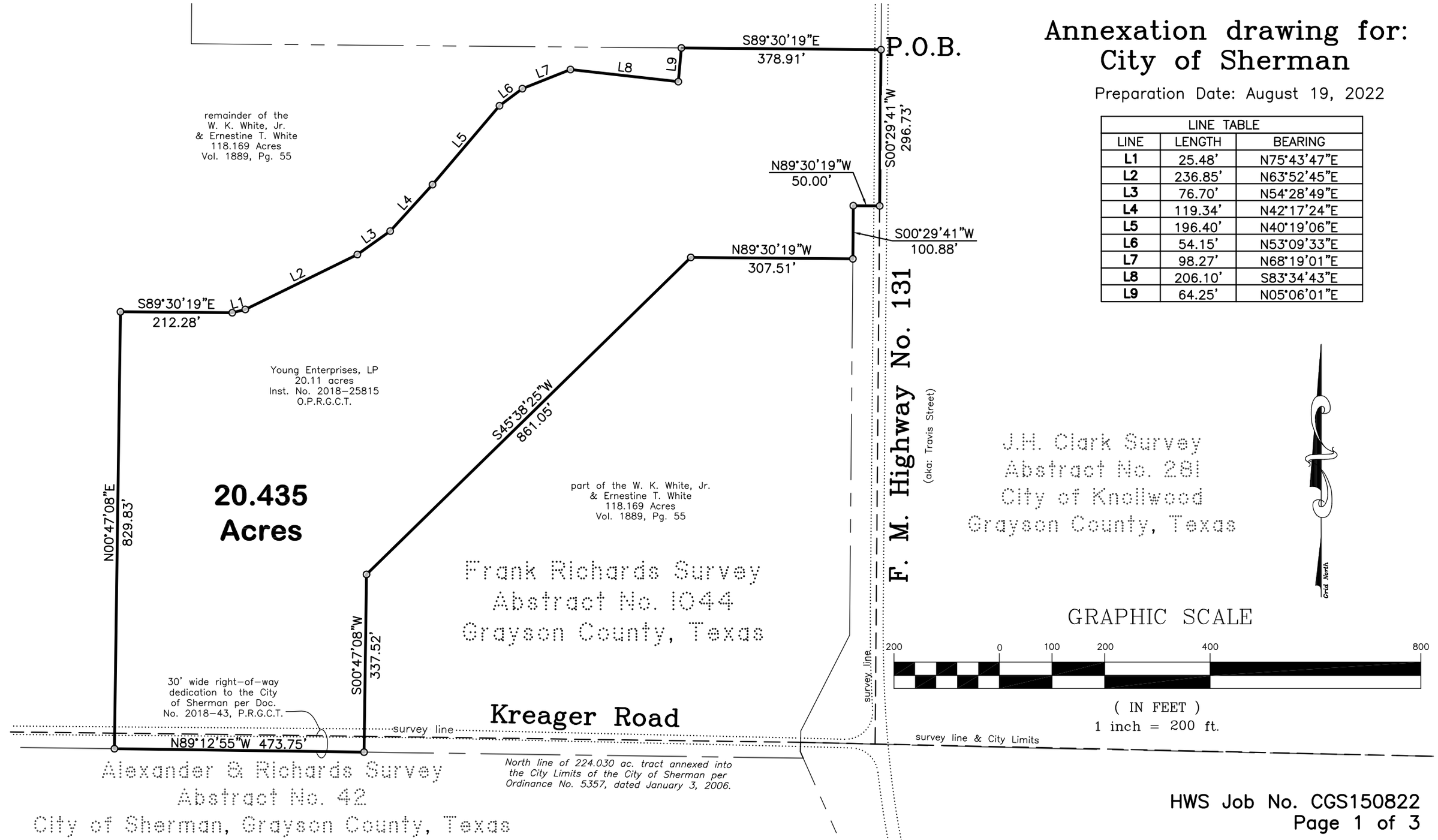
4. North 42 deg. 17 min. 24 sec. East, 119.34 ft. to an angle point;
5. North 40 deg. 19 min. 06 sec. East, 196.40 ft. to an angle point;
6 North 53 deg. 09 min. 33 sec. East, 54.15 ft. to an angle point;
7. North 68 deg. 19 min. 01 sec. East, 98.27 ft. to an angle point;
8. South 83 deg. 34 min. 43 ft. to a fence corner;
9. North 05 deg. 06 min. 01 sec. East, 64.25 ft. to a point at the most Northerly Northwest corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 89 deg. 30 min. 19 sec. East, with a North line of said Young Enterprises, LP 20.11 ac. a distance of 378.91 ft. to the **PLACE OF BEGINNING** and containing **20.435 ACRES** of land.

Annexation drawing for: City of Sherman

Preparation Date: August 19, 2022

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.48'	N75°43'47"E
L2	236.85'	N63°52'45"E
L3	76.70'	N54°28'49"E
L4	119.34'	N42°17'24"E
L5	196.40'	N40°19'06"E
L6	54.15'	N53°09'33"E
L7	98.27'	N68°19'01"E
L8	206.10'	S83°34'43"E
L9	64.25'	N05°06'01"E



HWS Job No. CGS150822

X:\Shared Projects\20-Acre-Cutout-from-36-Acres-Frank-Richards-Survey\dwg\Annexation-drawing.dwg 8/20/2022 11:08 AM

SITUATED in the County of Grayson, State of Texas, and being a part of the Frank Richards Survey, Abstract No. 1044 and the Alexander & Richards Survey, Abstract No. 42 and being all of the 20.11 acre tract of land conveyed by General Warranty Deed from Ernestine T. White, Trustee of the W.K. White Family Trust and William Keller White, III, Mary Lu Aycock and Kimberly Ann Smith on November 15, 2018 and recorded in Instrument No. 2018-25815, Official Public Records, Grayson County, Texas, and also being a portion of a 30 ft. wide strip dedicated for right-of-way along Kreager Road, a public road, by Final Plat of Austin Landing, Phase 3, an addition to the City of Sherman as per plat of record in Doc. No. 2018-43, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING in the center of F. M. Highway No. 131 (aka: Travis Street), in the East line of said Frank Richards Survey and the West line of the J.H. Clark Survey, Abstract No. 281, at the most Easterly Northeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 00 deg. 29 min. 41 sec. West, with the center of said highway and said survey lines, a distance of 296.73 ft. to the most Eastern Southeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE North 89 deg. 30 min. 19 sec. West, a distance of 50.00 ft. to an Ell corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 00 deg. 29 min. 41 sec. West, with the West line of said highway right-of-way, a distance of 100.88 ft. to a point at a Southeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE in a general Westerly direction, the following calls and distances:

1. North 89 deg. 30 min. 19 sec. West, 307.51 ft. to an angle point;
2. South 45 deg. 38 min. 25 sec. West, 861.05 ft. to an angle point;
3. South 00 deg. 47 min. 08 sec. West, at a distance of 307.51 ft., passing the most Southerly Southeast corner of said Young Enterprises, LP 20.11 ac., FROM which the most Northerly Northwest corner of the 224.030 acre tract of land annexed into the City Limits of the City of Sherman as per Ordinance No. 5357, dated January 3, 2006 bears South 89 deg. 12 min. 52 sec. East, 828.13 ft., said property corner being in the North line of both said 30 ft. wide right-of-way dedication strip to the City of Sherman per Doc. No. 2018-43 and the Alexander & Richards Survey, Abstract No. 42 and the South line of said Frank Richards Survey, continuing on through said 30 ft. wide right-of-way dedication strip for a **TOTAL** distance of 337.52 ft. to a point in the North line of Block D, said Austin Landing, Phase 3 and the South line of said 30 ft. wide right-of-way dedication strip and Kreager Road, at the most Southerly Southeast corner of the herein described tract;

THENCE North 89 deg. 12 min. 55 sec. West, with the North line of said Block D, Austin Landing, Phase 3 and the South line of both said Kreager Road and 30 ft. wide right-of-way dedication strip, a distance of 473.75 ft. to the Southwest corner of the herein described tract;

THENCE North 00 deg. 47 min. 08 sec. East, over and across both said Kreager Road and 30 ft. wide right-of-way dedications strip, passing the Southwest corner of said Young Enterprises, LP 20.11 ac. and continuing on now for a total distance of 829.53 ft. to the most Westerly Northwest corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 89 deg. 30 min. 19 sec. East, a distance of 212.28 ft. to an angle point of said Young Enterprises, LP 20.11 ac.;

THENCE Northeasterly, along the Northwesterly lines of said Young Enterprises, LP 20.11 ac., the following calls and distances:

1. North 75 deg. 43 min. 47 sec. East, 25.48 ft. to an angle point;
2. North 63 deg. 52 min. 45 sec. East, 236.85 ft. to an angle point;
3. North 54 deg. 28 min. 49 sec. East, 76.70 ft. to an angle point;

4. North 42 deg. 17 min. 24 sec. East, 119.34 ft. to an angle point;
5. North 40 deg. 19 min. 06 sec. East, 196.40 ft. to an angle point;
6 North 53 deg. 09 min. 33 sec. East, 54.15 ft. to an angle point;
7. North 68 deg. 19 min. 01 sec. East, 98.27 ft. to an angle point;
8. South 83 deg. 34 min. 43) ft. to a fence corner;
9. North 05 deg. 06 min. 01 sec. East, 64.25 ft. to a point at the most Northerly Northwest corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 89 deg. 30 min. 19 sec. East, with a North line of said Young Enterprises, LP 20.11 ac. a distance of 378.91 ft. to the **PLACE OF BEGINNING** and containing **20.435 ACRES** of land.

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and YOUNG ENTERPRISES, L.P., a Texas limited partnership ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 20.435± acres, situated in the Frank Richards Survey, Abstract No. 1044 and the Alexander & Richards Survey, Abstract No. 42, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

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

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

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

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

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

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

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

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

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the

forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Landowner.

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

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

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

   (a) Police Services.

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

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

   (b) Fire Services.

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

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

(c) Environmental Health and Code Enforcement Services.

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

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

(d) Building Inspections.

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

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

(e) Planning and Zoning Services.

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

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

(f) Park and Recreation Services.

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

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

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

(g) Solid Waste Collection Services.

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

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

(h) Streets.

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

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

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

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

(i) Water Services.

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

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

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

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

(j) Sanitary Sewer Services.

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

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

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

(k) Miscellaneous.

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

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

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

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

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

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

If to Sherman, addressed to it at:

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

with a copy to:

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

If to Landowner, addressed to him at:

YOUNG ENTERPRISES, LP
Attn: Todd Young
P.O. Box 517
Sherman, TX 75091-0517
Telephone: (903) 892-1508
Email: tyoung@yecon.net

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

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

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

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

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

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

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

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

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

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

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

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental

powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

Attested to by:

_____
Linda Ashby, City Clerk

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

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

YOUNG ENTERPRISES, LP

By: Todd Young
Printed Name: Todd Young
Title: PRESIDENT
Date: 8/30/22

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Todd Young, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30th day of August, 2022.

Tish D Smith
Notary Public, State of Texas
My Commission Expires: 10-22-2025

TISH D SMITH
Notary Public, State of Texas
Comm. Expires 10-22-2025
Notary ID 3786763

Exhibit A

SITUATED in the County of Grayson, State of Texas, and being a part of the Frank Richards Survey, Abstract No. 1044 and the Alexander & Richards Survey, Abstract No. 42 and being all of the 20.11 acre tract of land conveyed by General Warranty Deed from Ernestine T. White, Trustee of the W.K. White Family Trust and William Keller White, III, Mary Lu Aycock and Kimberly Ann Smith on November 15, 2018 and recorded in Instrument No. 2018-25815, Official Public Records, Grayson County, Texas, and also being a portion of a 30 ft. wide strip dedicated for right-of-way along Kreager Road, a public road, by Final Plat of Austin Landing, Phase 3, an addition to the City of Sherman as per plat of record in Doc. No. 2018-43, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING in the center of F. M. Highway No. 131 (aka: Travis Street), in the East line of said Frank Richards Survey and the West line of the J.H. Clark Survey, Abstract No. 281, at the most Easterly Northeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 00 deg. 29 min. 41 sec. West, with the center of said highway and said survey lines, a distance of 296.73 ft. to the most Eastern Southeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE North 89 deg. 30 min. 19 sec. West, a distance of 50.00 ft. to an Ell corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 00 deg. 29 min. 41 sec. West, with the West line of said highway right-of-way, a distance of 100.88 ft. to a point at a Southeast corner of said Young Enterprises, LP 20.11 ac.;

THENCE in a general Westerly direction, the following calls and distances:

1. North 89 deg. 30 min. 19 sec. West, 307.51 ft. to an angle point;
2. South 45 deg. 38 min. 25 sec. West, 861.05 ft. to an angle point;
3. South 00 deg. 47 min. 08 sec. West, at a distance of 307.51 ft., passing the most Southerly Southeast corner of said Young Enterprises, LP 20.11 ac., FROM which the most Northerly Northwest corner of the 224.030 acre tract of land annexed into the City Limits of the City of Sherman as per Ordinance No. 5357, dated January 3, 2006 bears South 89 deg. 12 min. 52 sec. East, 828.13 ft., said property corner being in the North line of both said 30 ft. wide right-of-way dedication strip to the City of Sherman per Doc. No. 2018-43 and the Alexander & Richards Survey, Abstract No. 42 and the South line of said Frank Richards Survey, continuing on through said 30 ft. wide right-of-way dedication strip for a **TOTAL** distance of 337.52 ft. to a point in the North line of Block D, said Austin Landing, Phase 3 and the South line of said 30 ft. wide right-of-way dedication strip and Kreager Road, at the most Southerly Southeast corner of the herein described tract;

THENCE North 89 deg. 12 min. 55 sec. West, with the North line of said Block D, Austin

Landing, Phase 3 and the South line of both said Kreager Road and 30 ft. wide right-of-way dedication strip, a distance of 473.75 ft. to the Southwest corner of the herein described tract;

THENCE North 00 deg. 47 min. 08 sec. East, over and across both said Kreager Road and 30 ft. wide right-of-way dedications strip, passing the Southwest corner of said Young Enterprises, LP 20.11 ac. and continuing on now for a total distance of 829.83 ft. to the most Westerly Northwest corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 89 deg. 30 min. 19 sec. East, a distance of 212.28 ft. to an angle point of said Young Enterprises, LP 20.11 ac.;

THENCE Northeasterly, along the Northwesterly lines of said Young Enterprises, LP 20.11 ac., the following calls and distances:

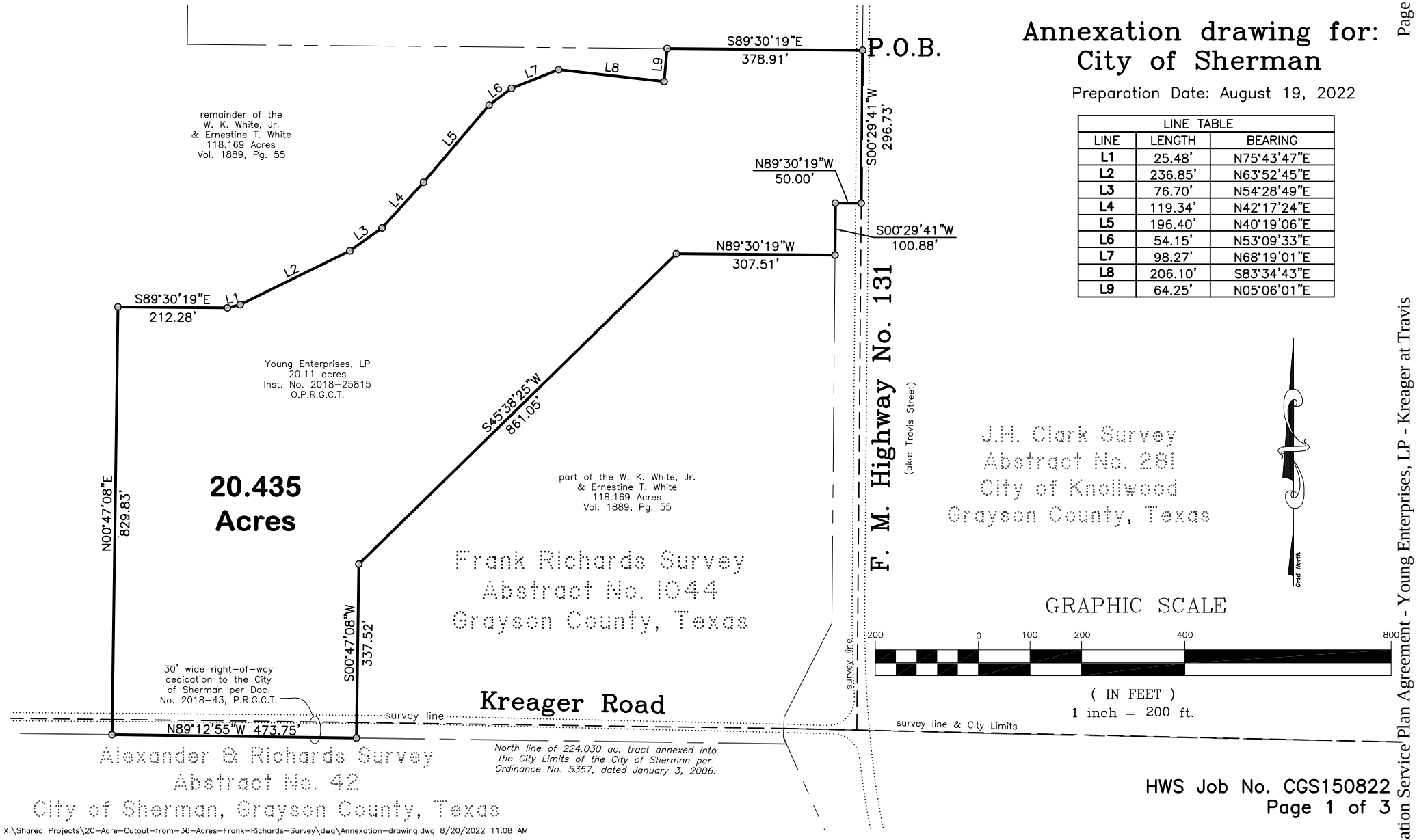
1. North 75 deg. 43 min. 47 sec. East, 25.48 ft. to an angle point;
2. North 63 deg. 52 min. 45 sec. East, 236.85 ft. to an angle point;
3. North 54 deg. 28 min. 49 sec. East, 76.70 ft. to an angle point;
4. North 42 deg. 17 min. 24 sec. East, 119.34 ft. to an angle point;
5. North 40 deg. 19 min. 06 sec. East, 196.40 ft. to an angle point;
6 North 53 deg. 09 min. 33 sec. East, 54.15 ft. to an angle point;
7. North 68 deg. 19 min. 01 sec. East, 98.27 ft. to an angle point;
8. South 83 deg. 34 min. 43 sec. East, 206.10 ft. to a fence corner;
9. North 05 deg. 06 min. 01 sec. East, 64.25 ft. to a point at the most Northerly Northwest corner of said Young Enterprises, LP 20.11 ac.;

THENCE South 89 deg. 30 min. 19 sec. East, with a North line of said Young Enterprises, LP 20.11 ac. a distance of 378.91 ft. to the **PLACE OF BEGINNING** and containing **20.435 ACRES** of land.

Annexation drawing for: City of Sherman

Preparation Date: August 19, 2022

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.48'	N75°43'47"E
L2	236.85'	N63°52'45"E
L3	76.70'	N54°28'49"E
L4	119.34'	N42°17'24"E
L5	196.40'	N40°19'06"E
L6	54.15'	N53°09'33"E
L7	98.27'	N68°19'01"E
L8	206.10'	S83°34'43"E
L9	64.25'	N05°06'01"E



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HWS Job No. CGS150822
Page 1 of 3

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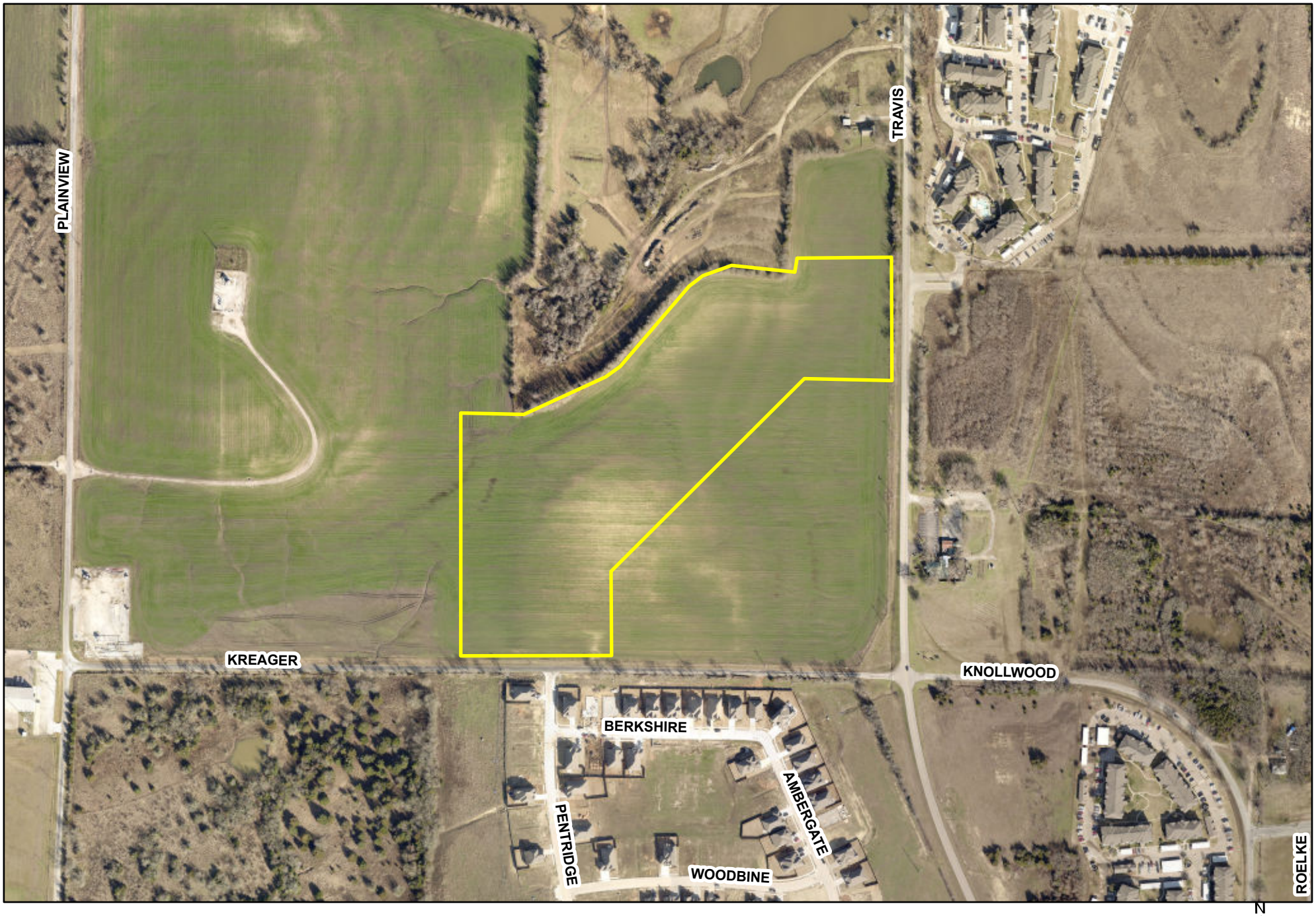


SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6531

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 (Craig Calhoun, Sweet Cow Holdings, Prospective Buyer; Todd Young, Young Enterprises LP, Owner; JBI Partners, Engineer; HHS Residential, Developer; and Helvey-Wagner Surveying, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Craig Calhoun, Sweet Cow Holdings (Prospective Buyer), Todd Young, Young Enterprises LP (Owner), JBI Partners (Engineer), HHS Residential (Developer) and Helvey-Wagner Surveying (Surveyor), concerning the property located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 for Zone Change approval under Ordinance No. 2280, Section 12, from an RA (Single Family Agricultural) District to an R-1 (One-Family Residential) District

Background:

The property is located in the 500-600 Blocks Kreager Road between Plainview Road and Highway 131 in Sherman's Extraterritorial Jurisdiction (ETJ). Upon Annexation into the City of Sherman, the owner is requesting a Specific Use Permit to allow the Horizon at Sherman, a 156-unit multi-family development in an R-1 (One-Family Residential) District and a Zone Change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.

Horizon at Sherman will be a neighborhood of single-family homes developed in an auto court concept. Typically, each auto court contains 9 individual, detached homes. The homes wrap around a common auto court which provides direct access to the attached, 2-car garage of each home. In those instances where the auto court design cannot be utilized, the homes will front the adjacent private street.

The homes will not be greater than two stories in height and will either have two, three, or four bedrooms, which is plan dependent. The homes will range in size from 1,137 square feet to 1,917 square feet. The average size home in Horizon at Sherman will be 1,529 square feet. Each of the homes will have a fenced yard.

What sets Horizon at Sherman apart from a typical single-family neighborhood is that the homes will be individually leased, rental homes. They will all be owned and maintained by the same entity which will also own and maintain the property. This provides for a consistent appearance and upkeep throughout the neighborhood. These homes will not be sold individually.

Origination:

Craig Calhoun, Sweet Cow Holdings (Prospective Buyer)
Todd Young, Young Enterprises LP (Owner)
JBI Partners (Engineer)
HHS Residential (Developer)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6531
Exhibit A - Survey
Location Map
Zoning Sign Photo
Narrative
Development Plan
Illustrative Plan
Auto Court Plan
Annexation Exhibit
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6531

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT LOCATED IN THE 500-600 BLOCKS KREAGER ROAD, BEING 20.11 ACRES IN THE FRANK RICHARDS SURVEY, ABSTRACT NO. 1044 (CRAIG CALHOUN, SWEET COW HOLDINGS, PROSPECTIVE BUYER; TODD YOUNG, YOUNG ENTERPRISES LP, OWNER; JBI PARTNERS, ENGINEER; HHS RESIDENTIAL, DEVELOPER; AND HELVEY-WAGNER SURVEYING, SURVEYOR); 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, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located in the 500-600 Blocks Kreager Road, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October, 2022.

ADOPTED on this the 17th day of October, 2022.

EFFECTIVE DATE on this the 17th day of October, 2022.

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.48'	N75°43'47"E
L2	236.85'	N63°52'45"E
L3	76.70'	N54°28'49"E
L4	119.34'	N42°17'24"E
L5	196.40'	N40°19'06"E
L6	54.15'	N53°09'33"E
L7	98.27'	N68°19'01"E
L8	206.10'	S83°34'43"E
L9	64.25'	N05°06'01"E

Frank Richards Survey
Abstract No. 1044
Grayson County, Texas

Grid North

Scale:
1"=200'

1/2" capped rebar set "RPLS 6578"

pass 1/2" capped rebar set "RPLS 6578" @ 328.91'

S89°30'19"E
378.91'

P.O.B.
PK nail with flasher set

angle point in fence

angle point in fence

fence corner

10' wide General Telephone Company of the Southwest easement in Vol. 1093, Pg. 37

easement to T.P.&L. in Vol. 857, Pg. 375 (no width stated) power pole tele. ped.

wire fence

S00°29'41"W
296.73'

N89°30'19"W
50.00'

1/2" capped rebar set "RPLS 6578"

PK nail with flasher set

S00°29'41"W
100.88'

1/2" capped rebar set "RPLS 6578"

N89°30'19"W
307.51'

1/2" capped rebar set "RPLS 6578"

remainder of the W. K. White, Jr. & Ernestine T. White 118.169 Acres Vol. 1889, Pg. 55

angle point in fence

angle point in fence

angle point in fence

angle point in fence

1/2" capped rebar set "RPLS 6578"

S89°30'19"E
212.28'

angle point in fence
fence corner

S45°38'25"W
861.05'

N00°47'08"E
800.27'

20.11 Acres
part of the W. K. White, Jr. & Ernestine T. White
118.169 Acres in Vol. 1889, Pg. 55

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

14.84 Acres
part of the W. K. White, Jr. & Ernestine T. White
118.169 Acres
Vol. 1889, Pg. 55

1/2" capped rebar set "RPLS 6578"

S00°47'08"W
307.51'

power pole
power pole
power pole
power pole
power pole
power pole

State of Texas - 1.404 acres
Vol. 861, Pg. 367

F. M. Highway No. 131

20' easement to XTO Energy, Inc. in Inst. No. 2017-15213

pass 1/2" capped rebar set "RPLS 6578" @ 30'

pass 1/2" capped rebar set "RPLS 6578" @ 277.51'

Atmos gas lines as marked on the ground

30' easement to Bi-Stone Fuel Co. in Vol. 1170, Pg. 467

Atmos Gas markers

tele. ped.

power pole

power pole

tele. ped.

power pole

N89°21'02"W
195.35'

N89°12'52"W
278.39'

N89°12'52"W
828.13'

PK nail with flasher set

1/2" capped rebar found "Westwood"

PK nail with flasher set

mag nail with flasher found

20' easement to GTE in Vol. 1050, Pg. 163

Kreager Road
a public road - asphalt paving

Stonehollow Homes, LLC
156.904 Acres
Vol. 5466, Pg. 40

Easement Certification per title commitment provided by Lawyers Title referenced as GF No. 1901552200150, Effective Date of February 27, 2022 and issued on April 4, 2022:

10(g). The location of easement to Texas Power & Light Co. in Vol. 857, Pg. 375, D.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(i). The location of easement to the General Telephone Company in Vol. 1093, Pg. 37, D.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(j). The 15 ft. wide easement to Dynegy Midstream Services, Inc. in Vol. 2769, Pg. 218, O.P.R.G.C.T. is released per Inst. No. 2022-14216, O.P.R.G.C.T.; therefore, DOES NOT AFFECT the subject property.

10(k). The location of 20 ft. wide easement to XTO Energy, Inc. in Inst. No. 2017-15213, O.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(q). The location of 30 ft. wide easement to Bi-Stone Fuel Co. in Vol. 1170, Pg. 467, R.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(r). The location of 50 ft. wide easement to Lone Star Gas Company in Vol. 1202, Pg. 240, D.R.G.C.T. DOES AFFECT subject property. The exact location of said easement is along with an underground pipeline, which was not detectable during the course of this survey.

10(s). The easement to The Texas Pipe Line Company in Vol. 772, Pg. 157, D.R.G.C.T. is released per Inst. No. 2022-14216, O.P.R.G.C.T., therefore DOES NOT AFFECT subject property.

10(t). The location of right-of-way to Standard Oil Company of Texas in Vol. 816, Pg. 387, D.R.G.C.T. DOES AFFECT subject property; however, the exact location of said easement cannot be determined with available information.

10(u). The location of 20 ft. wide easement to General Telephone Company of the Southwest in Vol. 1050, Pg. 163, D.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(v). he location of easement to Grayson-Collin Electric Cooperative in Vol. 429, Pg. 15, D.R.G.C.T cannot be determined with available information.

Owner: Young Enterprises, LP

Buyer: Sweet Cow Holdings, LLC

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Abstract/Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify to: Young Enterprises, LP (Seller), Sweet Cow Holdings, LLC (Buyer) and Fidelity National Title Company that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 4, TSPS Land Title Survey and is a true and correct representation of the property shown hereon. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Maps for Grayson County, Texas, Map No. 48181C0275 F & 48181C0280 F, Revised Date: September 29, 2010.

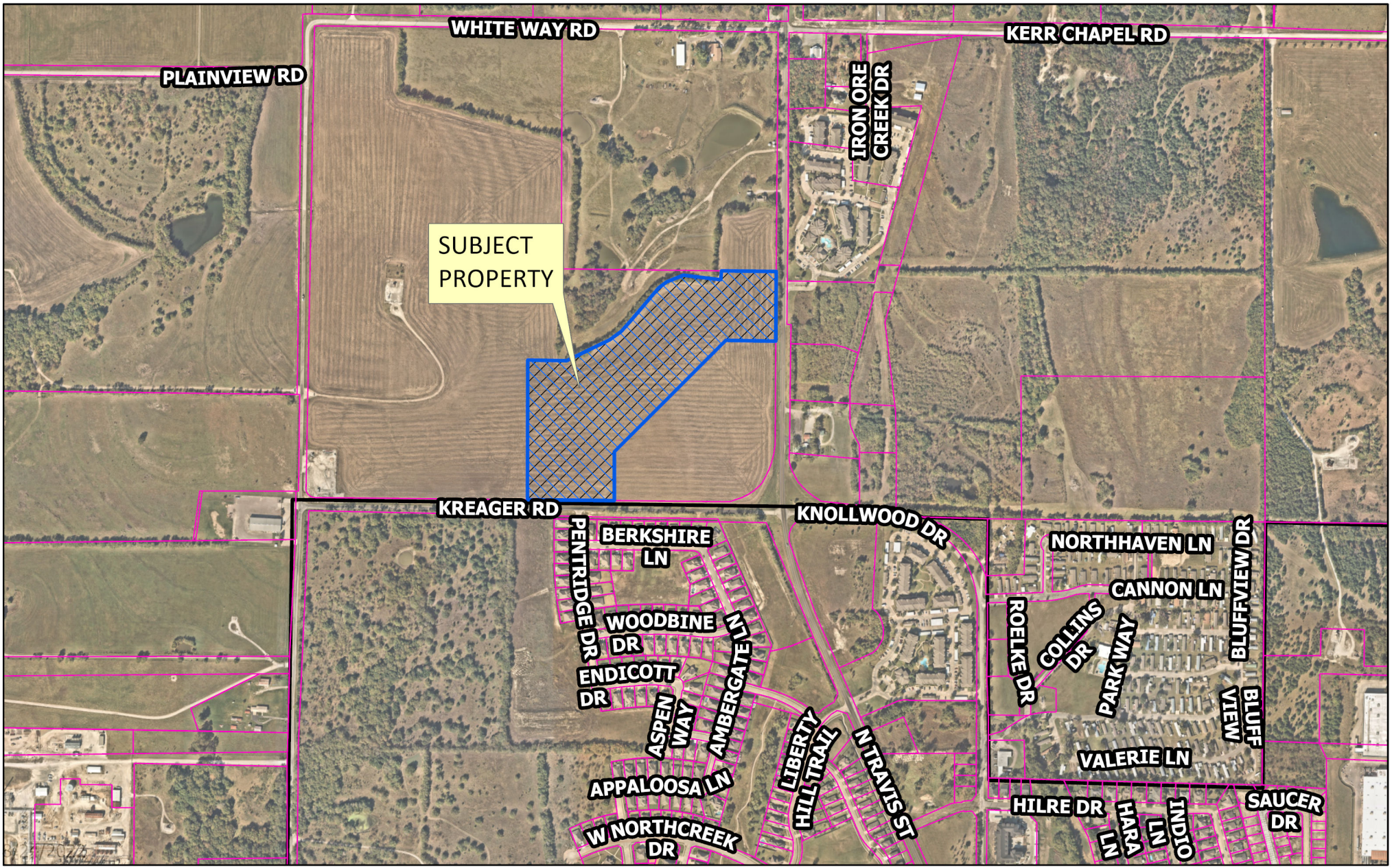
STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Boundary Survey: July 12, 2018
Updated per title commitment: May 25, 2022

Job No. BGS520522

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

D:\Land Projects 2005\20-Acre-Cutout-from-36-Acres-Frank-Richards-Survey\dwg\Cutout.dwg 7/5/2018 3:44:24 PM CDT



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

Kreager Rd and FM 131

N
W E
S

Date: 8/22/2022 5:01 PM

Scale: 1:8,644

500-600 BLKS KREAGER RD



EXHIBIT "B"
DEVELOPMENT STANDARDS

HORIZON AT SHERMAN

PURPOSE

The development standards outlined below are created to provide design criteria for the development of the Horizon at Sherman neighborhood. Horizon at Sherman will be a neighborhood of single-family homes developed in an auto court concept. Typically, each auto court contains 9 individual, detached homes. The homes wrap around a common auto court which provides direct access to the attached, 2-car garage of each home. In those instances where the auto court design cannot be utilized, the homes will front the adjacent private street.

The homes will not be greater than 2 stories in height and will either have 2, 3, or 4 bedrooms, which is plan dependent. The homes will range in size from 1,137 square feet to 1,917 square feet. The average size home in Horizon at Sherman will be 1,529 square feet. Each of the homes will have a fenced yard.

What sets Horizon at Sherman apart from a typical single-family neighborhood is that the homes will be individually leased, rental homes. They all will be owned and maintained by the same entity which will also own and maintain the property. This provides for a consistent appearance and upkeep throughout the neighborhood. These homes will not be sold individually.

DEVELOPMENT STANDARDS

A. The design and development of the Horizon at Sherman neighborhood shall take place in accordance with the attached Development Plan (Exhibit C).
B. The design and development of the auto courts shall take place in accordance with the attached Auto Court Plan (Exhibit D).
C. In the event of a conflict between the written text and the illustrations provided, the written text contained herein shall control.
D. The maximum number of homes in the Horizon at Sherman neighborhood shall be 156.
E. Exterior construction. One hundred percent (100%) of the exterior of the structure shall be masonry construction, exclusive of windows, doors, and dormers. For purposes of this Section, masonry construction shall mean that form of construction composed of brick, stone, cementitious siding, or combination thereof.
F. Screening:
    1. Masonry Wall: As shown on Exhibit C (Development Plan), a minimum 8' high masonry screening wall shall be provided generally along the east and south property lines of the site where those property lines are coincident with adjacent roads.
    2. Wood Fence: As shown on Exhibit C (Development Plan), a minimum 6' high wooden screening fence with metal posts shall be provided generally along all other property lines of the site not referenced in (1) above.
    3. Landscape Buffer: As depicted on Exhibit C (Development Plan), a minimum 20' wide landscape buffer shall be provided along the east property line of the site.

The landscaping within the buffer shall include at a minimum, 3” caliper shade trees at a ratio of 1 tree for every 50’ of frontage. Additionally, minimum 5-gallon shrubs shall be provided at a ratio of 10 shrubs for every 50’ of frontage. The trees and shrubs may be placed in a nonformal pattern and/or in natural groupings.

All landscaping with the neighborhood, including that in the buffer, shall be irrigated with an underground irrigation system.

EXHIBIT B

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

ZONED: SHERMAN ETJ
LAND USE: VACANT

AMENITY CENTER

DETENTION

22'

27'

24'

50'

32'

20' LANDSCAPE BUFFER

25' MIN FRONT YARD

5' MIN SIDE YARD

18'

15' MIN REAR YARD

5'

16'

15' MIN SIDE YARD

5' MIN SIDE YARD

24'

50'

10'

32'

17'

DETENTION

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

ZONED: SHERMAN ETJ
LAND USE: VACANT

RIGHT OF WAY DEED TO STATE OF TEXAS
CALLED 1.404 ACRES VOL. 861, PG. 367 O.P.R.G.C.T.

F.M. HIGHWAY NO. 131 (TRAVIS STREET)

30' EASEMENT TO
BI-STONE FUEL CO.
VOL. 1170, PG. 467

KREAGER ROAD

845 840 835 845 840 835 830



LOCATION MAP
NOT TO SCALE

EXISTING ZONING: VACANT/SHERMAN ETJ
PROPOSED ZONING: R-1

NEIGHBORHOOD DATA:

BUILDING TYPE	COUNT
1X (2 BEDROOM):	46
1 (3 BEDROOM):	15
2 (3 BEDROOM):	27
3 (4 BEDROOM):	38
4 (4 BEDROOM):	30
TOTAL:	156

GROSS ACREAGE: 20.11 ACRES
NET DEVELOPABLE: 19.6 ACRES±

8.0 HOMES/ NET AC

60 30 0 60 120
1" = 60' - 0"

EXHIBIT C
DEVELOPMENT PLAN

HORIZON AT SHERMAN

20.11 ACRES OUT OF THE
FRANK RICHARDS SURVEY, ABSTRACT NO. 1044

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

YOUNG ENTERPRISES INC — OWNER
P.O. Box 517
Sherman, TX 75091

HHS RESIDENTIAL — APPLICANT/DEVELOPER
10930 West Sam Houston Parkway North Suite 100
Houston, Texas 77064
(432) 556-9985
Contact: Mayson Meier

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
2121 Midway Road, Suite 300
Carrollton, Texas 75006
(972) 248-7676
Contact: Jerry Sylo
TBPE No. F-438 TBPLS No. 10076000

August 22, 2022

Sheet 1 of 1

Plotted by: kpugh Plot Date: 8/22/2022 9:09 AM

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0 50 100 200
1"=100'

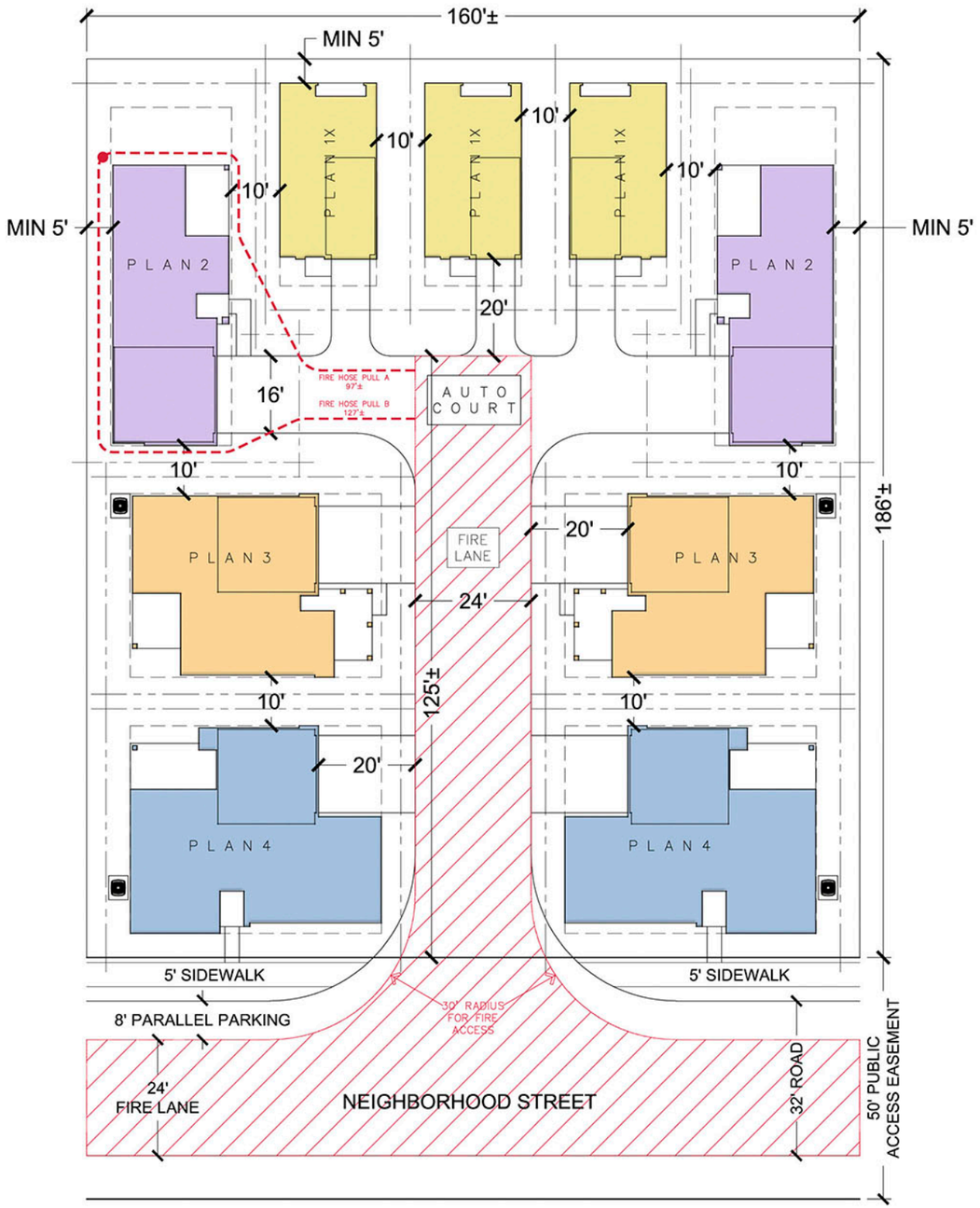
N

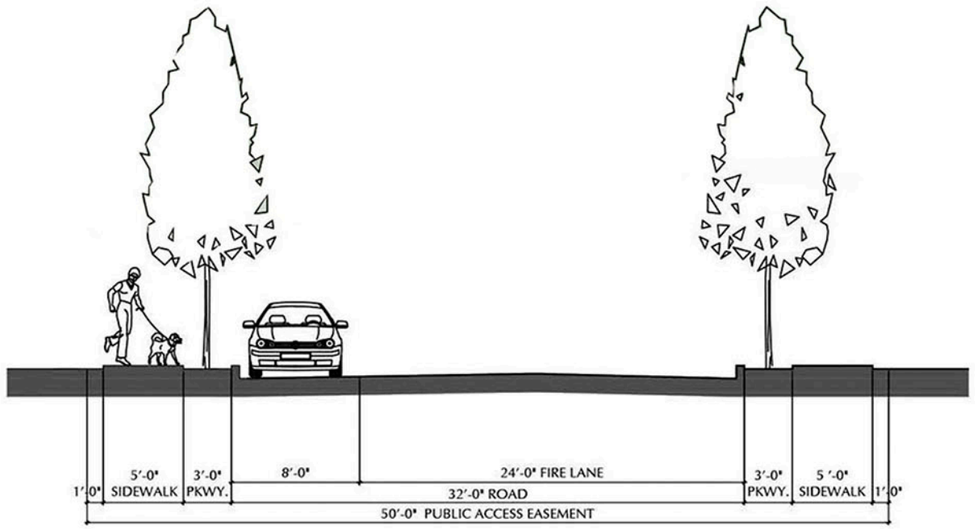
AUG 22, 2022
HHR020

HORIZON AT SHERMAN

ILLUSTRATIVE PLAN
SHERMAN, TEXAS

JBI PARTNERS





TYPICAL NEIGHBORHOOD STREET SECTION

AUG 22, 2022 NOT TO SCALE
HHR020

HORIZON AT SHERMAN

EXHIBIT D
AUTO COURT PLAN
SHERMAN, TEXAS

JBI PARTNERS



LOCATION MAP
NOT TO SCALE

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

10' EASEMNET TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
VOL. 1093, PG. 37

EASEMENT TO T.P.&L.
VOL. 857, PG. 375

POINT OF BEGINNING

N05°06'01"E 64.25'
S89°30'19"E 378.91'
N68°19'01"E 98.27'
S83°34'43"E 206.10'
N53°09'33"E 54.15'
N40°19'06"E 196.40'
N42°17'24"E 119.34'
N54°28'49"E 76.70'
N75°43'47"E 25.48'
N63°52'45"E 236.85'
S89°30'19"E 212.28'
S00°29'41"W 296.73'
N89°30'19"W 50.00'
S00°29'41"W 100.88'
N89°30'19"W 307.51'
S45°38'25"W 861.05'
N00°47'08"E 800.27'
S00°47'08"W 307.51'
N89°21'02"W 195.35'
N89°12'52"W 278.39'

20.11 ACRES
875,975 S.F.

YOUNG ENTERPRISES, L.P.
(CALLED 20.11 ACRES)
INST. NO. 2018-25815
O.P.R.G.C.T.

40' ACCESS EASEMENT
50' ACCESS EASEMENT
30' ACCESS EASEMENT

LOT 1
LOT 2
LOT 3
LOT 4

TRAVIS PLAZA SUBDIVISION
VOL. 21, PG. 68
O.P.R.G.C.T.

F.M. HIGHWAY NO. 131 (TRAVIS STREET)

RIGHT OF WAY DEED TO STATE OF TEXAS
CALLED 1.404 ACRES VOL. 881, PG. 367 O.P.R.G.C.T.

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

20' EASEMENT TO XTO ENERGY, INC.
INST. NO. 2017-15213

30' EASEMENT TO BI-STONE FUEL CO.
VOL. 1170, PG. 467

20' EASEMENT TO GTE
VOL. 1050, PG. 163

KREAGER ROAD

KNOLLWOOD ROAD

ASTORIA HOMES, LLC
(CALLED 100.8320 ACRES)
VOL. 2020, PG. 30762

AUSTIN LANDING PHASE 3
STONEHOLLOW HOMES, LLC
VOL. 2018, PG. 43

ASTORIA HOMES, LLC
(CALLED 3.828 ACRES)
VOL. 2020, PG. 30762

JBM INTERESTS, LLC
(CALLED 7.369 ACRES)
VOL. 2019, PG. 12725

ZONING LEGAL
(20.11 ACRES)

BEING a parcel of land located in Grayson County, Texas, a part of the Frank Richards Survey, Abstract Number 1044, and being all of that called 20.11 acres described in deed to Young Enterprises, L.P. as recorded in Document Number 2018-25815, Official Public Records of Grayson County, Texas, and being further described as follows:

BEGINNING at the northeast corner of said 20.11 acre tract;

THENCE along the east line of said 20.11 acre tract as follows;
South 00 degrees 29 minutes 41 seconds West, 296.73 feet to a point for corner;
North 89 degrees 30 minutes 19 seconds West, 50.00 feet to a point for corner;
South 00 degrees 29 minutes 41 seconds West, 100.88 feet to a point for corner;
North 89 degrees 30 minutes 19 seconds West, 307.51 feet to a point for corner;
South 45 degrees 38 minutes 25 seconds West, 861.05 feet to a point for corner;
South 00 degrees 47 minutes 08 seconds West, 307.51 feet to a point at the southeast corner of said 20.11 acre tract;

THENCE along the south line of said 20.11 acre tract as follows;
North 89 degrees 12 minutes 52 seconds West, 278.39 feet to a point for corner;
North 89 degrees 21 minutes 02 seconds West, 195.35 feet to a point at the southwest corner of said 20.11 acre tract;

THENCE North 00 degrees 47 minutes 08 seconds East, 800.27 feet to a point at the northwest corner of said 20.11 acre tract;

THENCE along the north line of said 20.11 acre tract as follows:
South 89 degrees 30 minutes 19 seconds East, 212.28 feet to a point for corner;
North 75 degrees 43 minutes 47 seconds East, 25.48 feet to a point for corner;
North 63 degrees 52 minutes 45 seconds East, 236.85 feet to a point for corner;
North 54 degrees 28 minutes 49 seconds East, 76.70 feet to a point for corner;
North 42 degrees 17 minutes 24 seconds East, 119.34 feet to a point for corner;
North 40 degrees 19 minutes 06 seconds East, 196.40 feet to a point for corner;
North 53 degrees 09 minutes 33 seconds East, 54.15 feet to a point for corner;
North 68 degrees 19 minutes 01 seconds East, 98.27 feet to a point for corner;
South 83 degrees 34 minutes 43 seconds East, 206.10 feet to a point for corner;
North 05 degrees 06 minutes 01 seconds East, 64.25 feet to a point for corner;
South 89 degrees 30 minutes 19 seconds East, 378.91 feet to the point of BEGINNIG and containing 875,975 square feet or 20.11 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXISTING ZONING: VACANT/SHERMAN ETJ
PROPOSED ZONING: R-1

100 50 0 100 200
1" = 100' - 0"

ANNEXATION EXHIBIT

HORIZON AT SHERMAN

20.11 ACRES OUT OF THE
FRANK RICHARDS SURVEY, ABSTRACT NO. 1044

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

YOUNG ENTERPRISES INC — OWNER
P.O. Box 517
Sherman, TX 75091

HHS RESIDENTIAL — APPLICANT/DEVELOPER
10930 West Sam Houston Parkway North (432) 556-9985
Suite 100
Houston, Texas 77064
Contact: Mayson Meier

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
Contact: Jerry Sylo
TBPE No. F-438 TBPLS No. 10076000

August 22, 2022

Drawing: H:\Projects\HHR020-Sherman\Phase 1\Planning\dwg\HHR020-Zoning Plan.dwg Saved By: kpugh Save Time: 8/22/2022 8:40 AM
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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 13, 2022

Todd Young/ Young Enterprises
PO Box 517
Sherman, TX 75091

JBI Partners
2121 Midway Rd, STE 300
Carrollton, TX 75006

Craig Calhoun
Sweet Cow Holdings
2301 Vail Dr.
McKinney, TX 75070

HHS Residential
10930 W Sam Houston Pkwy N
Houston, TX 77064

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

Dear Applicants,

The request for a Zone Change approval under Ordinance No. 2280, Section 12, from an R-A (Single-family Agricultural) District to a R-1 (One-Family Residential) District and a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Multi-family development in an R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 20, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) & (14) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Building Setbacks are the following *(Chapter 14, Exhibit A, Section 6.4(1)):*
    a. 25 feet from FM 131 (Travis Street)
    b. 25 feet from Kreager Road
    c. Minimum 7 feet on the side yards, with a sum of 23 feet of both sides.
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
5. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
7. Impact fees may be required at the time of building permit application. *(Chapter 13, Article. 13.11)*

8. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
10. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

12. Annexation of the subject property required.
13. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
14. Dedication of Right of Way Dedication along Kreager Road and Travis Street will be required upon platting in regards to Grayson County/City of Sherman Thoroughfare Plan. *(Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5))*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
16. Internal water and sewer lines will be privately owned and maintained.
17. The location of the trash receptors must be approved by the Public Works Department.
18. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
19. Water main must be extended in accordance with City criteria to serve proposed development. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))*
20. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
21. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15)*
22. Three Party Agreement required for Public Infrastructure.

It is the policy of the Planning and Zoning Commission 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 21.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

500-600 BLOCKS KREAGER ROAD

The request of Craig Calhoun, Sweet Cow Holdings (Prospective Buyer), Todd Young, Young Enterprises LP (Owner), JBI Partners (Engineer), HHS Residential (Developer) and Helvey-Wagner Surveying (Surveyor), concerning the property located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044, as follows:

Planning and Zoning Commission

A. Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a multi-family development in an R-1 (One-Family Residential) District.
B. Zone Change approval under Ordinance No. 2280, Section 12, from an RA (Single Family Agricultural) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 500-600 Blocks Kreager Road between Plainview Road and Highway 131 in Sherman's Extra Territorial Jurisdiction (ETJ). Upon Annexation into the City of Sherman, the owner is requesting a Specific Use Permit and Site Plan approval to allow the Horizon at Sherman, a multi-family development in an R-1 (One-Family Residential) District and a Zone Change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.

Horizon at Sherman will be a neighborhood of single-family homes developed in an auto court concept. Typically, each auto court contains 9 individual, detached homes. The homes wrap around a common auto court which provides direct access to the attached, 2-car garage of each home. In those instances where the auto court design cannot be utilized, the homes will front the adjacent private street.

The homes will not be greater than two stories in height and will either have two, three, or four bedrooms, which is plan dependent. The homes will range in size from 1,137 square feet to 1,917 square feet. The average size home in Horizon at Sherman will be 1,529 square feet. Each of the homes will have a fenced yard.

What sets Horizon at Sherman apart from a typical single-family neighborhood is that the homes will be individually leased, rental homes. They will all be owned and maintained by the same entity which will also own and maintain the property. This provides for a consistent appearance and upkeep throughout the neighborhood. These homes will not be sold individually.

Adjacent Zoning:

SF-1 (Single-Family Residential) District
ETJ (Extra Territorial Jurisdiction)

Origination:

Craig Calhoun, Sweet Cow Holdings (Prospective Buyer)
Todd Young, Young Enterprises LP (Owner)
JBI Partners (Engineer)
HHS Residential (Developer)
Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Not in the Master Plan.

Number of notices mailed:

11

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Sign Photo
Survey
Annexation Exhibit
Development Plan
Illustrative Plan
Auto Court Plan
Narrative
Boundary Exhibit
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6532

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Multi-Family Development in an R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 (Craig Calhoun, Sweet Cow Holdings, Prospective Buyer; Todd Young, Young Enterprises LP, Owner; JBI Partners, Engineer; HHS Residential, Developer; and Helvey-Wagner Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider a Multi-Family Development in an R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 (Craig Calhoun, Sweet Cow Holdings, Prospective Buyer; Todd Young, Young Enterprises LP, Owner; JBI Partners, Engineer; HHS Residential, Developer; and Helvey-Wagner Surveying, Surveyor)

Background:

The property is located in the 500-600 Blocks Kreager Road between Plainview Road and Highway 131 in Sherman's Extrataerritorial Jurisdiction (ETJ). Upon Annexation into the City of Sherman, the owner is requesting a Specific Use Permit and Site Plan approval to allow the Horizon at Sherman, a 156-unit multi-family development in an R-1 (One-Family Residential) District and a Zone Change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.

Horizon at Sherman will be a neighborhood of single-family homes developed in an auto court concept. Typically, each auto court contains 9 individual, detached homes. The homes wrap around a common auto court which provides direct access to the attached, 2-car garage of each home. In those instances where the auto court design cannot be utilized, the homes will front the adjacent private street.

The homes will not be greater than two stories in height and will either have two, three, or four bedrooms, which is plan dependent. The homes will range in size from 1,137 square feet to 1,917 square feet. The average size home in Horizon at Sherman will be 1,529 square feet. Each of the homes will have a fenced yard.

What sets Horizon at Sherman apart from a typical single-family neighborhood is that the homes will be individually leased, rental homes. They will all be owned and maintained by the same entity which will also own and maintain the property. This provides for a consistent appearance and upkeep throughout the neighborhood. These homes will not be sold individually.

Origination:

Craig Calhoun, Sweet Cow Holdings (Prospective Buyer)
Todd Young, Young Enterprises LP (Owner)
JBI Partners (Engineer)
HHS Residential (Developer)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6532
Exhibit A - Survey
Exhibit B - Development Plan
Exhibit C - Illustrative Plan
Location Map
Zoning Sign Photo
Narrative
Auto Court Plan
Annexation Exhibit
P&Z Communication
Staff Review Letter

ORDINANCE NO. 6532

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MULTI-FAMILY DEVELOPMENT IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT LOCATED IN THE 500-600 BLOCKS KREAGER ROAD, BEING 20.11 ACRES IN THE FRANK RICHARDS SURVEY, ABSTRACT NO. 1044 (CRAIG CALHOUN, SWEET COW HOLDINGS, PROSPECTIVE BUYER; TODD YOUNG, YOUNG ENTERPRISES LP, OWNER; JBI PARTNERS, ENGINEER; HHS RESIDENTIAL, DEVELOPER; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Craig Calhoun, Sweet Cow Holdings (Prospective Buyer), Todd Young, Young Enterprises LP (Owner), JBI Partners (Engineer), HHS Residential (Developer) and Helvey-Wagner Surveying (Surveyor), concerning the property located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 are granted a Specific Use Permit to allow a multi-family development in an R-1 (One-Family Residential) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3*; *Sec. 7(13) & (14) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Building Setbacks are the following *(Chapter 14, Exhibit A, Section 6.4(1)):*
    a. 25 feet from FM 131 (Travis Street)
    b. 25 feet from Kreager Road
    c. Minimum 7 feet on the side yards, with a sum of 23 feet of both sides.
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
5. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
7. Impact fees may be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
8. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
10. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

<u>Engineering:</u>

12. Annexation of the subject property required.
13. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
14. Dedication of Right of Way Dedication along Kreager Road and Travis Street will be required upon platting in regards to Grayson County/City of Sherman Thoroughfare Plan. *(Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5))*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
16. Internal water and sewer lines will be privately owned and maintained.
17. The location of the trash receptors must be approved by the Public Works Department.
18. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
19. Water main must be extended in accordance with City criteria to serve proposed development.

(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))

20. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
21. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15)*
22. Three Party Agreement required for Public Infrastructure.

Additional Conditions:

1. The property shall be developed and used in accordance with all City Ordinances and the Development Plan shown in **Exhibit B.**
2. The property shall be developed and used in accordance with the Illustrative Plan shown in **Exhibit C.**

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October, 2022.

ADOPTED on this the 17th day of October, 2022.

EFFECTIVE DATE on this the 17th day of October, 2022.

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.48'	N75°43'47"E
L2	236.85'	N63°52'45"E
L3	76.70'	N54°28'49"E
L4	119.34'	N42°17'24"E
L5	196.40'	N40°19'06"E
L6	54.15'	N53°09'33"E
L7	98.27'	N68°19'01"E
L8	206.10'	S83°34'43"E
L9	64.25'	N05°06'01"E

Frank Richards Survey
Abstract No. 1044
Grayson County, Texas

Grid North

Scale:
1"=200'

1/2" capped rebar set "RPLS 6578"

pass 1/2" capped rebar set "RPLS 6578" @ 328.91'

S89°30'19"E
378.91'

P.O.B.
PK nail with flasher set

angle point in fence

angle point in fence

fence corner

10' wide General Telephone Company of the Southwest easement in Vol. 1093, Pg. 37

easement to T.P.&L. in Vol. 857, Pg. 375 (no width stated) power pole tele. ped.

wire fence

S00°29'41"W
296.73'

N89°30'19"W
50.00'

1/2" capped rebar set "RPLS 6578"

PK nail with flasher set

S00°29'41"W
100.88'

1/2" capped rebar set "RPLS 6578"

N89°30'19"W
307.51'

1/2" capped rebar set "RPLS 6578"

remainder of the W. K. White, Jr. & Ernestine T. White 118.169 Acres Vol. 1889, Pg. 55

angle point in fence

angle point in fence

angle point in fence

angle point in fence

1/2" capped rebar set "RPLS 6578"

S89°30'19"E
212.28'

angle point in fence
fence corner

S45°38'25"W
861.05'

N00°47'08"E
800.27'

20.11 Acres
part of the W. K. White, Jr. & Ernestine T. White
118.169 Acres in Vol. 1889, Pg. 55

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

14.84 Acres
part of the W. K. White, Jr. & Ernestine T. White
118.169 Acres
Vol. 1889, Pg. 55

1/2" capped rebar set "RPLS 6578"

S00°47'08"W
307.51'

power pole
power pole
power pole
power pole
power pole
power pole

State of Texas - 1.404 acres
Vol. 861, Pg. 367

F. M. Highway No. 131

20' easement to XTO Energy, Inc. in Inst. No. 2017-15213

pass 1/2" capped rebar set "RPLS 6578" @ 30'

pass 1/2" capped rebar set "RPLS 6578" @ 277.51'

Atmos gas lines as marked on the ground

30' easement to Bi-Stone Fuel Co. in Vol. 1170, Pg. 467

Atmos Gas markers

tele. ped.

power pole

power pole

tele. ped.

power pole

N89°21'02"W
195.35'

N89°12'52"W
278.39'

N89°12'52"W
828.13'

PK nail with flasher set

1/2" capped rebar found "Westwood"

PK nail with flasher set

mag nail with flasher found

20' easement to GTE in Vol. 1050, Pg. 163

Kreager Road
a public road - asphalt paving

Stonehollow Homes, LLC
156.904 Acres
Vol. 5466, Pg. 40

Easement Certification per title commitment provided by Lawyers Title referenced as GF No. 1901552200150, Effective Date of February 27, 2022 and issued on April 4, 2022:

10(g). The location of easement to Texas Power & Light Co. in Vol. 857, Pg. 375, D.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(i). The location of easement to the General Telephone Company in Vol. 1093, Pg. 37, D.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(j). The 15 ft. wide easement to Dynegy Midstream Services, Inc. in Vol. 2769, Pg. 218, O.P.R.G.C.T. is released per Inst. No. 2022-14216, O.P.R.G.C.T.; therefore, DOES NOT AFFECT the subject property.

10(k). The location of 20 ft. wide easement to XTO Energy, Inc. in Inst. No. 2017-15213, O.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(q). The location of 30 ft. wide easement to Bi-Stone Fuel Co. in Vol. 1170, Pg. 467, R.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(r). The location of 50 ft. wide easement to Lone Star Gas Company in Vol. 1202, Pg. 240, D.R.G.C.T. DOES AFFECT subject property. The exact location of said easement is along with an underground pipeline, which was not detectable during the course of this survey.

10(s). The easement to The Texas Pipe Line Company in Vol. 772, Pg. 157, D.R.G.C.T. is released per Inst. No. 2022-14216, O.P.R.G.C.T., therefore DOES NOT AFFECT subject property.

10(t). The location of right-of-way to Standard Oil Company of Texas in Vol. 816, Pg. 387, D.R.G.C.T. DOES AFFECT subject property; however, the exact location of said easement cannot be determined with available information.

10(u). The location of 20 ft. wide easement to General Telephone Company of the Southwest in Vol. 1050, Pg. 163, D.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(v). he location of easement to Grayson-Collin Electric Cooperative in Vol. 429, Pg. 15, D.R.G.C.T cannot be determined with available information.

Owner: Young Enterprises, LP

Buyer: Sweet Cow Holdings, LLC

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Abstract/Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify to: Young Enterprises, LP (Seller), Sweet Cow Holdings, LLC (Buyer) and Fidelity National Title Company that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 4, TSPS Land Title Survey and is a true and correct representation of the property shown hereon. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Maps for Grayson County, Texas, Map No. 48181C0275 F & 48181C0280 F, Revised Date: September 29, 2010.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Boundary Survey: July 12, 2018
Updated per title commitment: May 25, 2022

Job No. BGS520522

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

D:\Land Projects 2005\20-Acre-Cutout-from-36-Acres-Frank-Richards-Survey\dwg\Cutout.dwg 7/5/2018 3:44:24 PM CDT

EXHIBIT B

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

ZONED: SHERMAN ETJ
LAND USE: VACANT

AMENITY CENTER

DETENTION

22'

27'

24'

50'

32'

20' LANDSCAPE BUFFER

25' MIN FRONT YARD

5' MIN SIDE YARD

18'

15' MIN REAR YARD

5'

16'

15' MIN SIDE YARD

5' MIN SIDE YARD

24'

50'

10'

32'

17'

DETENTION

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

ZONED: SHERMAN ETJ
LAND USE: VACANT

RIGHT OF WAY DEED TO STATE OF TEXAS
CALLED 1.404 ACRES VOL. 861, PG. 367 O.P.R.G.C.T.

F.M. HIGHWAY NO. 131 (TRAVIS STREET)

30' EASEMENT TO
BI-STONE FUEL CO.
VOL. 1170, PG. 467

KREAGER ROAD

845 840 835 845 840 835 830



LOCATION MAP
NOT TO SCALE

EXISTING ZONING: VACANT/SHERMAN ETJ
PROPOSED ZONING: R-1

NEIGHBORHOOD DATA:

BUILDING TYPE	COUNT
1X (2 BEDROOM):	46
1 (3 BEDROOM):	15
2 (3 BEDROOM):	27
3 (4 BEDROOM):	38
4 (4 BEDROOM):	30
TOTAL:	156

GROSS ACREAGE: 20.11 ACRES
NET DEVELOPABLE: 19.6 ACRES±

8.0 HOMES/ NET AC

60 30 0 60 120
1" = 60' - 0"

EXHIBIT C
DEVELOPMENT PLAN

HORIZON AT SHERMAN

20.11 ACRES OUT OF THE
FRANK RICHARDS SURVEY, ABSTRACT NO. 1044

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

YOUNG ENTERPRISES INC — OWNER
P.O. Box 517
Sherman, TX 75091

HHS RESIDENTIAL — APPLICANT/DEVELOPER
10930 West Sam Houston Parkway North Suite 100
Houston, Texas 77064
(432) 556-9985
Contact: Mayson Meier

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
2121 Midway Road, Suite 300
Carrollton, Texas 75006
(972) 248-7676
Contact: Jerry Sylo
TBPE No. F-438 TBPLS No. 10076000

August 22, 2022

Sheet 1 of 1

Plotted by: kpugh Plot Date: 8/22/2022 9:09 AM

Drawing: H:\Projects\HHR020-Sherman\Phase 1\Planning\dwg\HHR020-Zoning Plan.dwg Saved By: kpugh Save Time: 8/22/2022 9:08 AM

EXHIBIT C



0 50 100 200
1"=100'

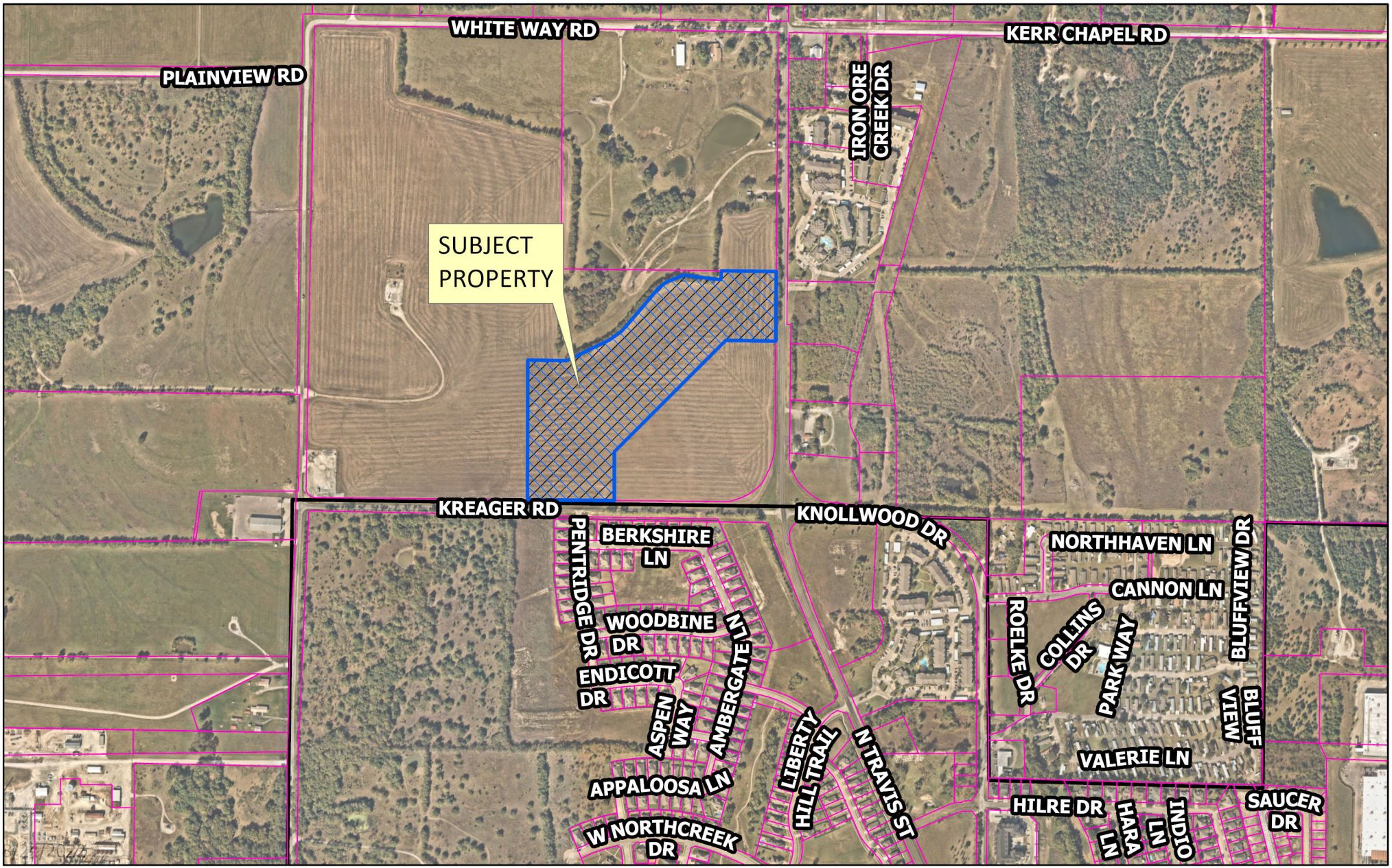
N

AUG 22, 2022
HHR020

HORIZON AT SHERMAN

ILLUSTRATIVE PLAN
SHERMAN, TEXAS

JBI PARTNERS



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

Kreager Rd and FM 131

N
W E
S

Date: 8/22/2022 5:01 PM

Scale: 1:8,644

500-600 BLKS KREAGER RD



EXHIBIT "B"
DEVELOPMENT STANDARDS

HORIZON AT SHERMAN

PURPOSE

The development standards outlined below are created to provide design criteria for the development of the Horizon at Sherman neighborhood. Horizon at Sherman will be a neighborhood of single-family homes developed in an auto court concept. Typically, each auto court contains 9 individual, detached homes. The homes wrap around a common auto court which provides direct access to the attached, 2-car garage of each home. In those instances where the auto court design cannot be utilized, the homes will front the adjacent private street.

The homes will not be greater than 2 stories in height and will either have 2, 3, or 4 bedrooms, which is plan dependent. The homes will range in size from 1,137 square feet to 1,917 square feet. The average size home in Horizon at Sherman will be 1,529 square feet. Each of the homes will have a fenced yard.

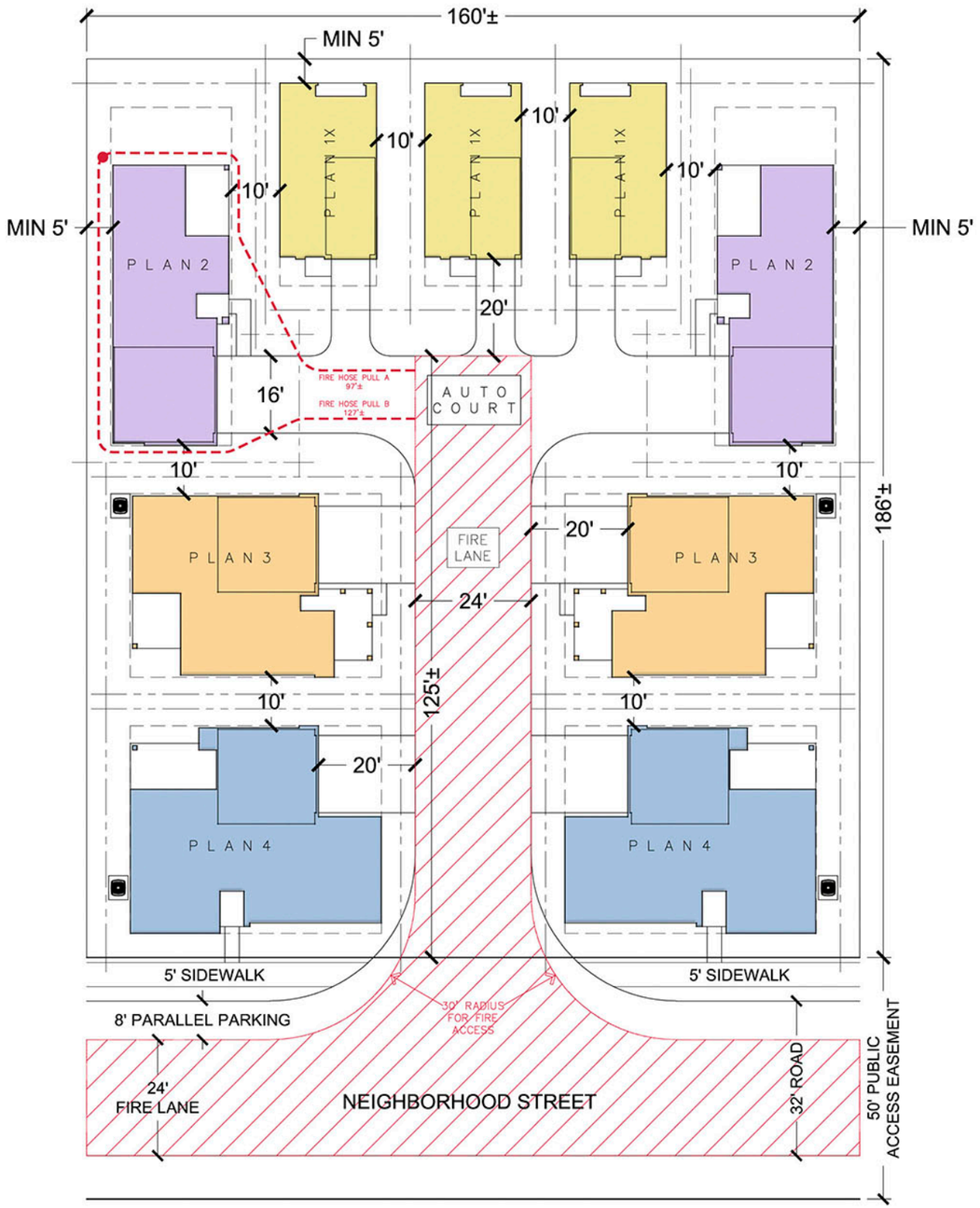
What sets Horizon at Sherman apart from a typical single-family neighborhood is that the homes will be individually leased, rental homes. They all will be owned and maintained by the same entity which will also own and maintain the property. This provides for a consistent appearance and upkeep throughout the neighborhood. These homes will not be sold individually.

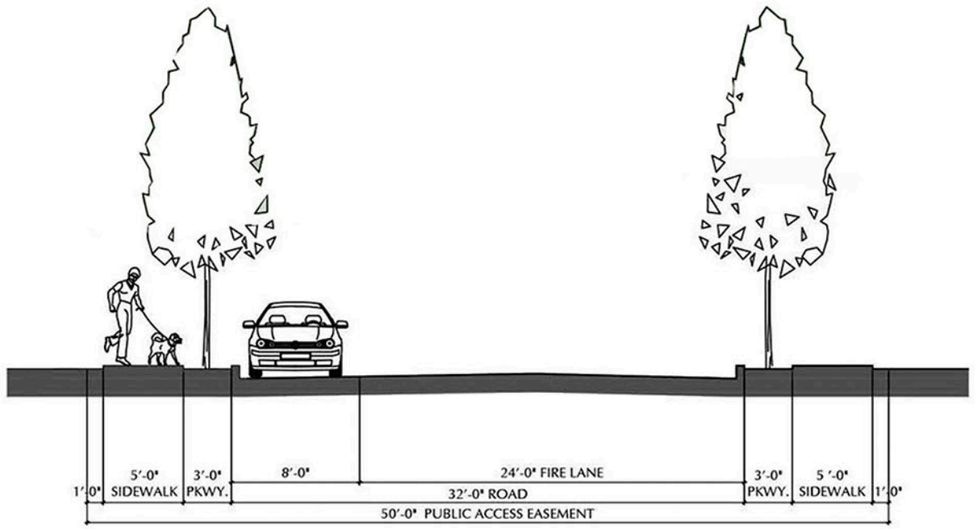
DEVELOPMENT STANDARDS

A. The design and development of the Horizon at Sherman neighborhood shall take place in accordance with the attached Development Plan (Exhibit C).
B. The design and development of the auto courts shall take place in accordance with the attached Auto Court Plan (Exhibit D).
C. In the event of a conflict between the written text and the illustrations provided, the written text contained herein shall control.
D. The maximum number of homes in the Horizon at Sherman neighborhood shall be 156.
E. Exterior construction. One hundred percent (100%) of the exterior of the structure shall be masonry construction, exclusive of windows, doors, and dormers. For purposes of this Section, masonry construction shall mean that form of construction composed of brick, stone, cementitious siding, or combination thereof.
F. Screening:
    1. Masonry Wall: As shown on Exhibit C (Development Plan), a minimum 8' high masonry screening wall shall be provided generally along the east and south property lines of the site where those property lines are coincident with adjacent roads.
    2. Wood Fence: As shown on Exhibit C (Development Plan), a minimum 6' high wooden screening fence with metal posts shall be provided generally along all other property lines of the site not referenced in (1) above.
    3. Landscape Buffer: As depicted on Exhibit C (Development Plan), a minimum 20' wide landscape buffer shall be provided along the east property line of the site.

The landscaping within the buffer shall include at a minimum, 3” caliper shade trees at a ratio of 1 tree for every 50’ of frontage. Additionally, minimum 5-gallon shrubs shall be provided at a ratio of 10 shrubs for every 50’ of frontage. The trees and shrubs may be placed in a nonformal pattern and/or in natural groupings.

All landscaping with the neighborhood, including that in the buffer, shall be irrigated with an underground irrigation system.





TYPICAL NEIGHBORHOOD STREET SECTION

AUG 22, 2022 NOT TO SCALE
HHR020

HORIZON AT SHERMAN

EXHIBIT D
AUTO COURT PLAN
SHERMAN, TEXAS

JBI PARTNERS



LOCATION MAP
NOT TO SCALE

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

10' EASEMNET TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
VOL. 1093, PG. 37

EASEMENT TO T.P.&L.
VOL. 857, PG. 375

POINT OF BEGINNING

N05°06'01"E 64.25'
S89°30'19"E 378.91'
N68°19'01"E 98.27'
S83°34'43"E 206.10'
N53°09'33"E 54.15'
N40°19'06"E 196.40'
N42°17'24"E 119.34'
N54°28'49"E 76.70'
N75°43'47"E 25.48'
N63°52'45"E 236.85'
S89°30'19"E 212.28'
S00°29'41"W 296.73'
N89°30'19"W 50.00'
S00°29'41"W 100.88'
N89°30'19"W 307.51'
S45°38'25"W 861.05'
N00°47'08"E 800.27'
S00°47'08"W 307.51'
N89°21'02"W 195.35'
N89°12'52"W 278.39'

20.11 ACRES
875,975 S.F.

YOUNG ENTERPRISES, L.P.
(CALLED 20.11 ACRES)
INST. NO. 2018-25815
O.P.R.G.C.T.

40' ACCESS EASEMENT
50' ACCESS EASEMENT
30' ACCESS EASEMENT

LOT 1
LOT 2
LOT 3
LOT 4

TRAVIS PLAZA SUBDIVISION
VOL. 21, PG. 68
O.P.R.G.C.T.

F.M. HIGHWAY NO. 131 (TRAVIS STREET)

RIGHT OF WAY DEED TO STATE OF TEXAS
CALLED 1.404 ACRES VOL. 881, PG. 367 O.P.R.G.C.T.

WILLIAM KELLER WHITE, JR., MARY LU AYCOCK, AND KIMBERLY ANN SMITH
VOL. 3785, PG. 624
O.P.R.G.C.T

DESCRIPTION OF LAND
(PART OF CALLED 118.169 ACRES)
VOL. 1889, PG. 55
O.P.R.G.C.T.

20' EASEMENT TO XTO ENERGY, INC.
INST. NO. 2017-15213

30' EASEMENT TO BI-STONE FUEL CO.
VOL. 1170, PG. 467

20' EASEMENT TO GTE
VOL. 1050, PG. 163

KREAGER ROAD

KNOLLWOOD ROAD

ASTORIA HOMES, LLC
(CALLED 100.8320 ACRES)
VOL. 2020, PG. 30762

AUSTIN LANDING PHASE 3
STONEHOLLOW HOMES, LLC
VOL. 2018, PG. 43

ASTORIA HOMES, LLC
(CALLED 3.828 ACRES)
VOL. 2020, PG. 30762

JBM INTERESTS, LLC
(CALLED 7.369 ACRES)
VOL. 2019, PG. 12725

ZONING LEGAL
(20.11 ACRES)

BEING a parcel of land located in Grayson County, Texas, a part of the Frank Richards Survey, Abstract Number 1044, and being all of that called 20.11 acres described in deed to Young Enterprises, L.P. as recorded in Document Number 2018-25815, Official Public Records of Grayson County, Texas, and being further described as follows:

BEGINNING at the northeast corner of said 20.11 acre tract;

THENCE along the east line of said 20.11 acre tract as follows;
South 00 degrees 29 minutes 41 seconds West, 296.73 feet to a point for corner;
North 89 degrees 30 minutes 19 seconds West, 50.00 feet to a point for corner;
South 00 degrees 29 minutes 41 seconds West, 100.88 feet to a point for corner;
North 89 degrees 30 minutes 19 seconds West, 307.51 feet to a point for corner;
South 45 degrees 38 minutes 25 seconds West, 861.05 feet to a point for corner;
South 00 degrees 47 minutes 08 seconds West, 307.51 feet to a point at the southeast corner of said 20.11 acre tract;

THENCE along the south line of said 20.11 acre tract as follows;
North 89 degrees 12 minutes 52 seconds West, 278.39 feet to a point for corner;
North 89 degrees 21 minutes 02 seconds West, 195.35 feet to a point at the southwest corner of said 20.11 acre tract;

THENCE North 00 degrees 47 minutes 08 seconds East, 800.27 feet to a point at the northwest corner of said 20.11 acre tract;

THENCE along the north line of said 20.11 acre tract as follows:
South 89 degrees 30 minutes 19 seconds East, 212.28 feet to a point for corner;
North 75 degrees 43 minutes 47 seconds East, 25.48 feet to a point for corner;
North 63 degrees 52 minutes 45 seconds East, 236.85 feet to a point for corner;
North 54 degrees 28 minutes 49 seconds East, 76.70 feet to a point for corner;
North 42 degrees 17 minutes 24 seconds East, 119.34 feet to a point for corner;
North 40 degrees 19 minutes 06 seconds East, 196.40 feet to a point for corner;
North 53 degrees 09 minutes 33 seconds East, 54.15 feet to a point for corner;
North 68 degrees 19 minutes 01 seconds East, 98.27 feet to a point for corner;
South 83 degrees 34 minutes 43 seconds East, 206.10 feet to a point for corner;
North 05 degrees 06 minutes 01 seconds East, 64.25 feet to a point for corner;
South 89 degrees 30 minutes 19 seconds East, 378.91 feet to the point of BEGINNIG and containing 875,975 square feet or 20.11 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXISTING ZONING: VACANT/SHERMAN ETJ
PROPOSED ZONING: R-1

100 50 0 100 200
1" = 100' - 0"

ANNEXATION EXHIBIT

HORIZON AT SHERMAN

20.11 ACRES OUT OF THE
FRANK RICHARDS SURVEY, ABSTRACT NO. 1044

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

YOUNG ENTERPRISES INC — OWNER
P.O. Box 517
Sherman, TX 75091

HHS RESIDENTIAL — APPLICANT/DEVELOPER
10930 West Sam Houston Parkway North (432) 556-9985
Suite 100
Houston, Texas 77064
Contact: Mayson Meier

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
Contact: Jerry Sylo
TBPE No. F-438 TBPLS No. 10076000

August 22, 2022

Drawing: H:\Projects\HHR020-Sherman\Phase 1\Planning\dwg\HHR020-Zoning Plan.dwg Saved By: kpugh Save Time: 8/22/2022 8:40 AM
Plotted by: kpugh Plot Date: 8/22/2022 9:07 AM

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 21.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

500-600 BLOCKS KREAGER ROAD

The request of Craig Calhoun, Sweet Cow Holdings (Prospective Buyer), Todd Young, Young Enterprises LP (Owner), JBI Partners (Engineer), HHS Residential (Developer) and Helvey-Wagner Surveying (Surveyor), concerning the property located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044, as follows:

Planning and Zoning Commission

A. Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a multi-family development in an R-1 (One-Family Residential) District.
B. Zone Change approval under Ordinance No. 2280, Section 12, from an RA (Single Family Agricultural) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 500-600 Blocks Kreager Road between Plainview Road and Highway 131 in Sherman's Extra Territorial Jurisdiction (ETJ). Upon Annexation into the City of Sherman, the owner is requesting a Specific Use Permit and Site Plan approval to allow the Horizon at Sherman, a multi-family development in an R-1 (One-Family Residential) District and a Zone Change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.

Horizon at Sherman will be a neighborhood of single-family homes developed in an auto court concept. Typically, each auto court contains 9 individual, detached homes. The homes wrap around a common auto court which provides direct access to the attached, 2-car garage of each home. In those instances where the auto court design cannot be utilized, the homes will front the adjacent private street.

The homes will not be greater than two stories in height and will either have two, three, or four bedrooms, which is plan dependent. The homes will range in size from 1,137 square feet to 1,917 square feet. The average size home in Horizon at Sherman will be 1,529 square feet. Each of the homes will have a fenced yard.

What sets Horizon at Sherman apart from a typical single-family neighborhood is that the homes will be individually leased, rental homes. They will all be owned and maintained by the same entity which will also own and maintain the property. This provides for a consistent appearance and upkeep throughout the neighborhood. These homes will not be sold individually.

Adjacent Zoning:

SF-1 (Single-Family Residential) District
ETJ (Extra Territorial Jurisdiction)

Origination:

Craig Calhoun, Sweet Cow Holdings (Prospective Buyer)
Todd Young, Young Enterprises LP (Owner)
JBI Partners (Engineer)
HHS Residential (Developer)
Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Not in the Master Plan.

Number of notices mailed:

11

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Sign Photo
Survey
Annexation Exhibit
Development Plan
Illustrative Plan
Auto Court Plan
Narrative
Boundary Exhibit
Staff Review Letter

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 13, 2022

Todd Young/ Young Enterprises
PO Box 517
Sherman, TX 75091

JBI Partners
2121 Midway Rd, STE 300
Carrollton, TX 75006

Craig Calhoun
Sweet Cow Holdings
2301 Vail Dr.
McKinney, TX 75070

HHS Residential
10930 W Sam Houston Pkwy N
Houston, TX 77064

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

Dear Applicants,

The request for a Zone Change approval under Ordinance No. 2280, Section 12, from an R-A (Single-family Agricultural) District to a R-1 (One-Family Residential) District and a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Multi-family development in an R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 20, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) & (14) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Building Setbacks are the following *(Chapter 14, Exhibit A, Section 6.4(1)):*
    a. 25 feet from FM 131 (Travis Street)
    b. 25 feet from Kreager Road
    c. Minimum 7 feet on the side yards, with a sum of 23 feet of both sides.
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
5. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
7. Impact fees may be required at the time of building permit application. *(Chapter 13, Article. 13.11)*

8. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
10. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

12. Annexation of the subject property required.
13. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
14. Dedication of Right of Way Dedication along Kreager Road and Travis Street will be required upon platting in regards to Grayson County/City of Sherman Thoroughfare Plan. *(Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5))*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
16. Internal water and sewer lines will be privately owned and maintained.
17. The location of the trash receptors must be approved by the Public Works Department.
18. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
19. Water main must be extended in accordance with City criteria to serve proposed development. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))*
20. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
21. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15)*
22. Three Party Agreement required for Public Infrastructure.

It is the policy of the Planning and Zoning Commission 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6533

Amending Ordinance No. 6269 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to a Specific Use Permit to Allow a Cigar Lounge in a C-1 (Retail Business) District located at 222 and 224 West Houston Street, being part of Lot 10, Block 4, OTP Sherman and also being part of Lot 7, Block X Allen S B Addition (Jeff Wilson, Owner; Hal Hinton, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider allowing a Cigar Lounge in a C-1 (Retail Business) District located at 222 and 224 West Houston Street, being part of Lot 10, Block 4, OTP Sherman and also being part of Lot 7, Block X Allen S B Addition (Jeff Wilson, Owner; Hal Hinton, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor)

Background:

The property is located at 222 and 224 West Houston Street between South Elm and South Crockett Streets and is zoned C-1 (Retail Business) District. The owner is requesting approval to extend his Cigar Lounge to 224 West Houston Street as well as the existing location at 222 West Houston Street.

The following has been approved for 222 West Houston:

- October 22, 2019 - Specific Use Permit to allow a cigar lounge in a C-1 (Retail Business) District/Central Business District.

Origination:

Jeff Wilson (Owner)
Hal Hinton (Tenant/Representative)
Helvey-Wagner Surveying Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6533
Exhibit A - Survey/Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Floor Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE 6269 AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT AN AMENDMENT TO A SPECIFIC USE PERMIT TO ALLOW A CIGAR LOUNGE IN A C-1 (RETAIL BUSINESS) DISTRICT LOCATED AT 222 AND 224 WEST HOUSTON STREET, BEING PART OF LOT 10, BLOCK 4, OTP SHERMAN AND ALSO BEING PART OF LOT 7, BLOCK X ALLEN S B ADDITION (JEFF WILSON, OWNER; HAL HINTON, TENANT/REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Jeff Wilson (Owner), Hal Hinton (Tenant/Representative) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 222 and 224 West Houston Street, being part of Lot 10, Block 4, OTP Sherman and also being part of Lot 7, Block X, S. B. Allen Addition, as shown in yellow on **Exhibit A-Survey/Site Plan**, attached hereto, are granted an Amendment to the Specific Use Permit to allow a Cigar Lounge in a C-1 (Retail Business) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property highlighted in yellow on **Exhibit A – Survey/Site Plan**, attached hereto.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (General Commercial) District and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6 and Sec. 17).*
2. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
3. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
4. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
5. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
6. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

7. The property shall be developed and used in accordance with all City Ordinances and the Survey/Site Plan shown in **Exhibit A.**
8. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Hal Hinton is the lessee of the Property.

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal

prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October, 2022.

ADOPTED on this the 17th day of October, 2022.

EFFECTIVE DATE on this the 17th day of October, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

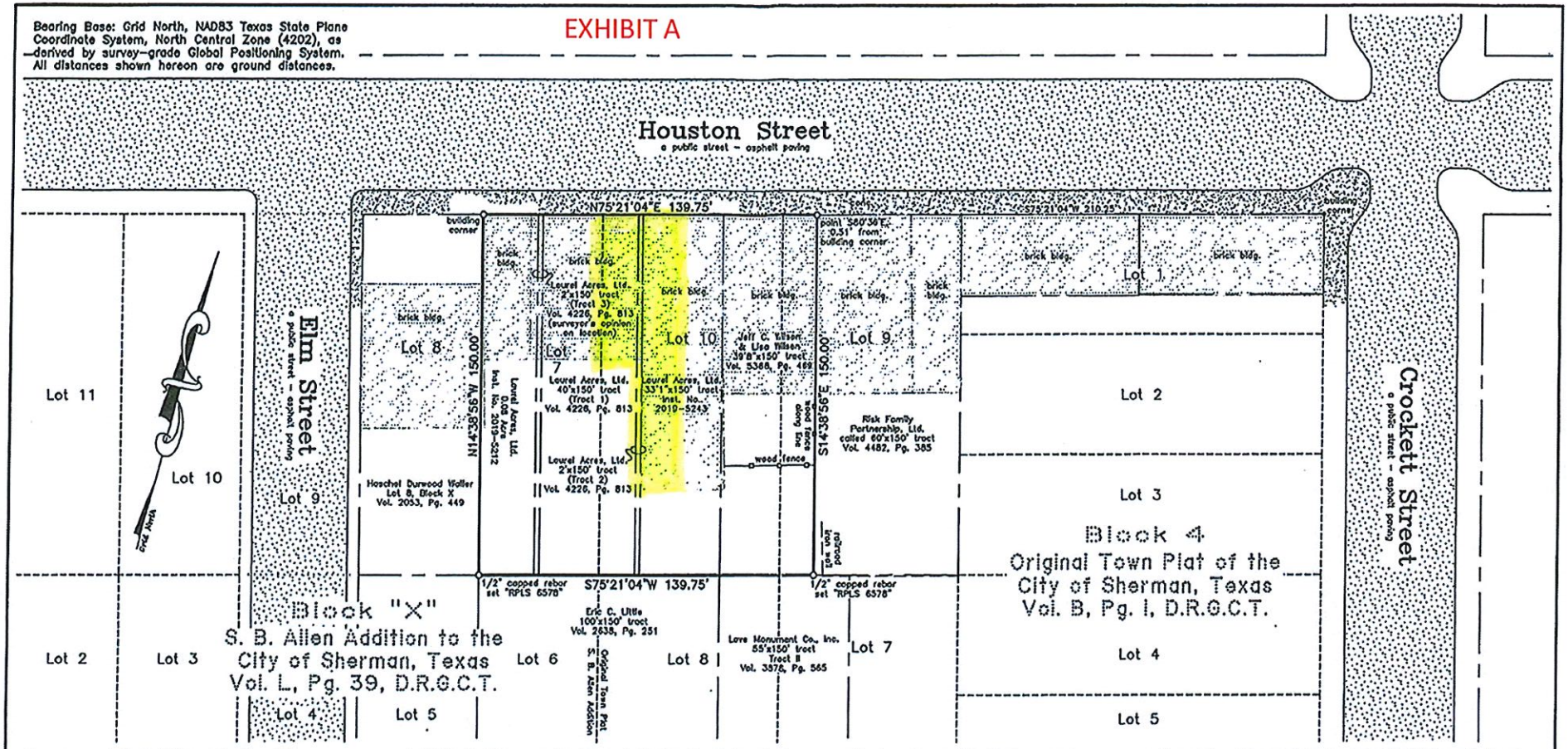
ATTEST:

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



Owner: Jeff C. Wilson & Lisa Wilson and Laurel Acres, Ltd.

Address: 218-226 W. Houston Street Sherman, Texas

Job No. BGS210519

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

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with both the General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveying and the current Texas Society of Professional Surveyors standards and is a true and correct representation of the property shown hereon. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Revised Date: September 29, 2010.

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, <Lender> and <Title Co.> and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

Kate A. Wagner, R.P.L.S. No. 6578

Copyright Date: May 8, 2019

S:\Land Projects RT\Part-Block-t-OTP-Sherman-and-Block-X-S-B-Allen-Addition\Drawings\218-226-W-Houston-Sherman.dwg 5/13/2019 9:41 AM



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

3/22/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

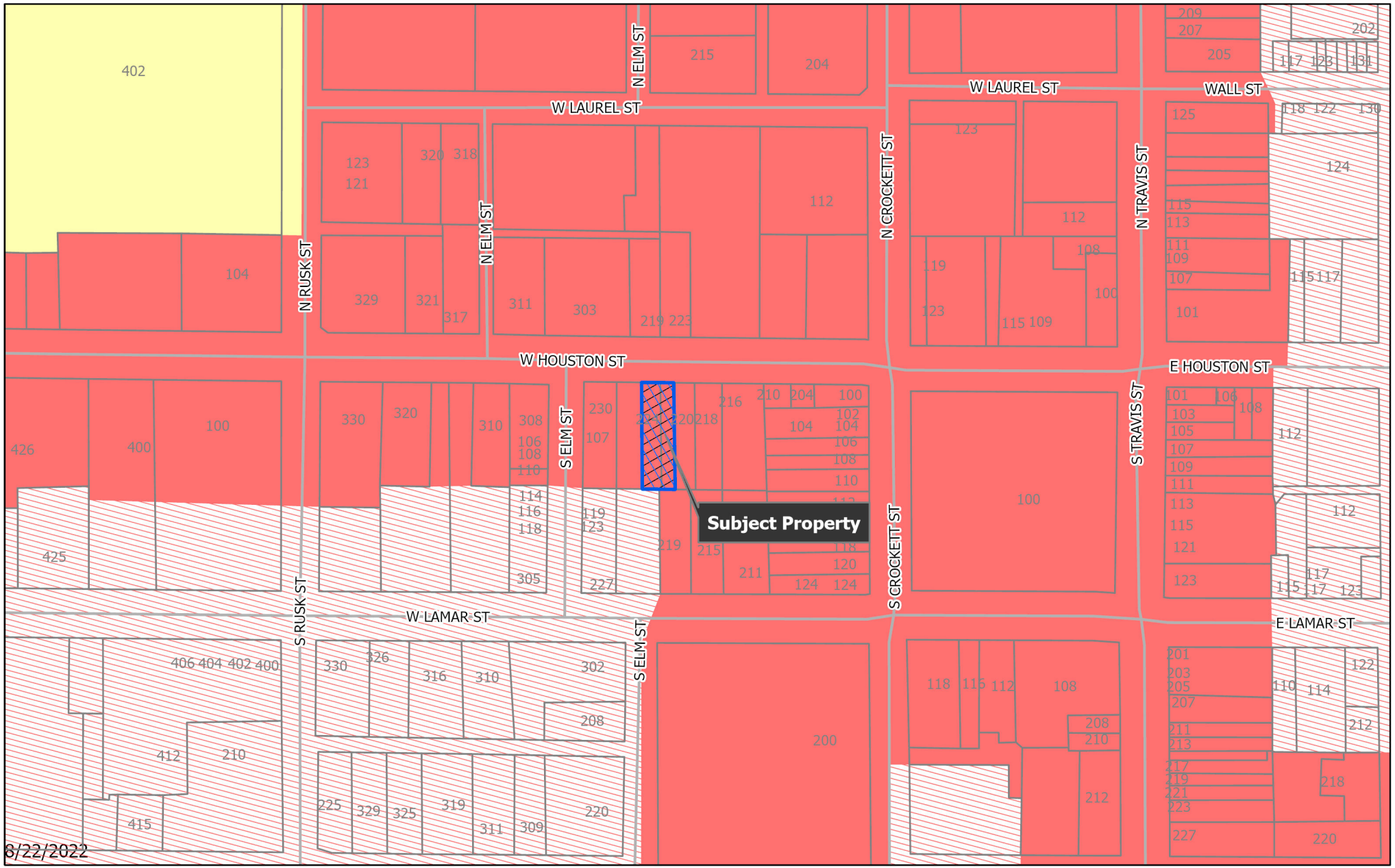
CITY OF SHERMAN

222 224 W Houston

N
W E
S

Date: 7/29/2022 1:37 PM

Scale: 1:1,216



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

8/22/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map

222 224 W Houston

N W E S

Scale: 1:2,254

Date: 7/29/2022 1:37 PM

222 & 224 W Houston St



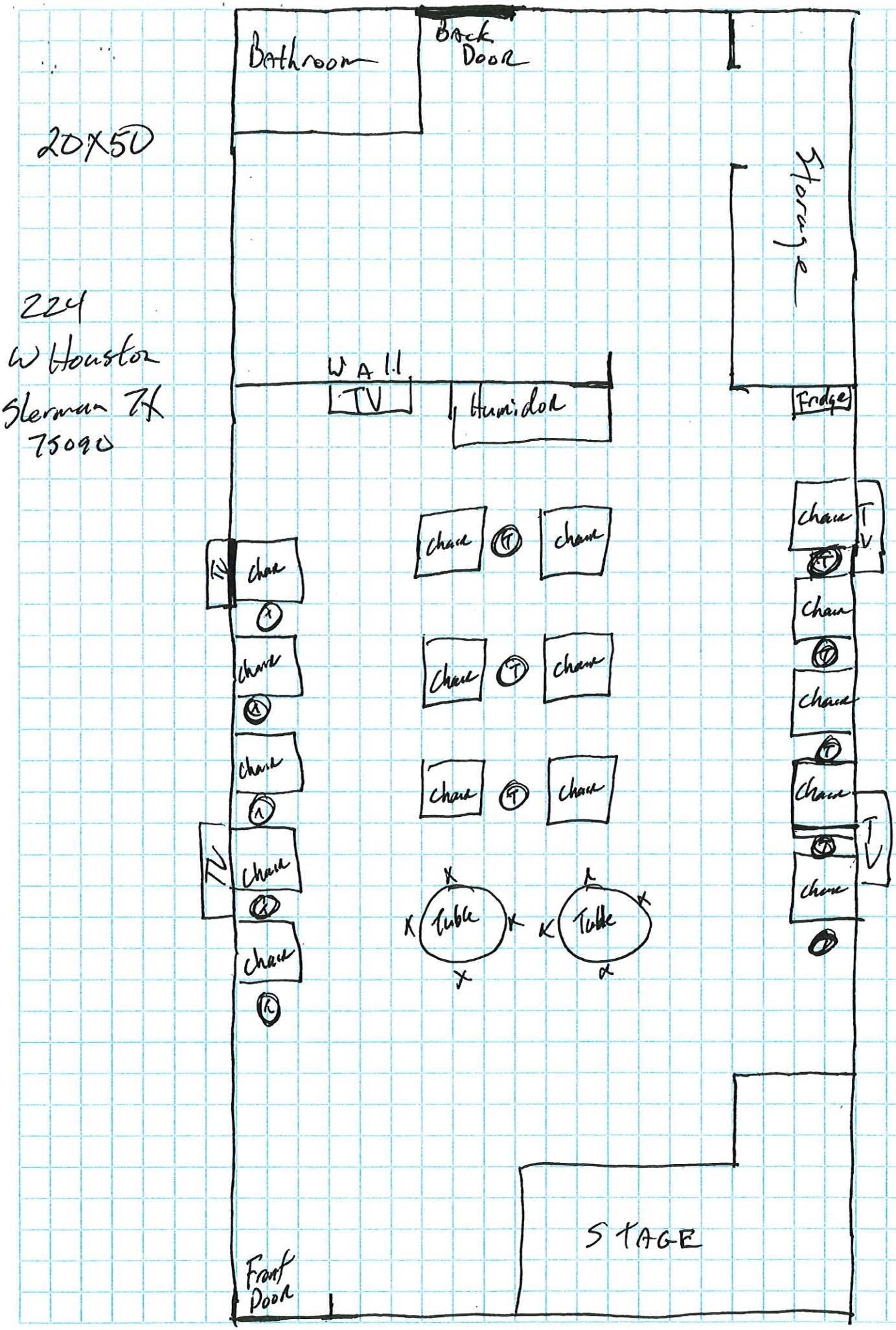
THE DESIGN AND INTENTION OF

SMOKE REPUBLIC

1. A CIGAR LOUNGE GEARED TO THE CIGAR AFICIONADO.

2. A PLACE TO GARNER CONVERSATION AND EXCHANGE IDEAS.

3. A 3RD PLACE FOR THE THOSE WHO ENJOY A GREAT CIGAR AND WANT TO LEARN MORE ABOUT THEM.


20X50
224
W Houston
Sherman TX
75090
Bathroom
Back Door
Storage
WALL
TV
Humidor
Fridge
Chair
Table
STAGE
Front Door

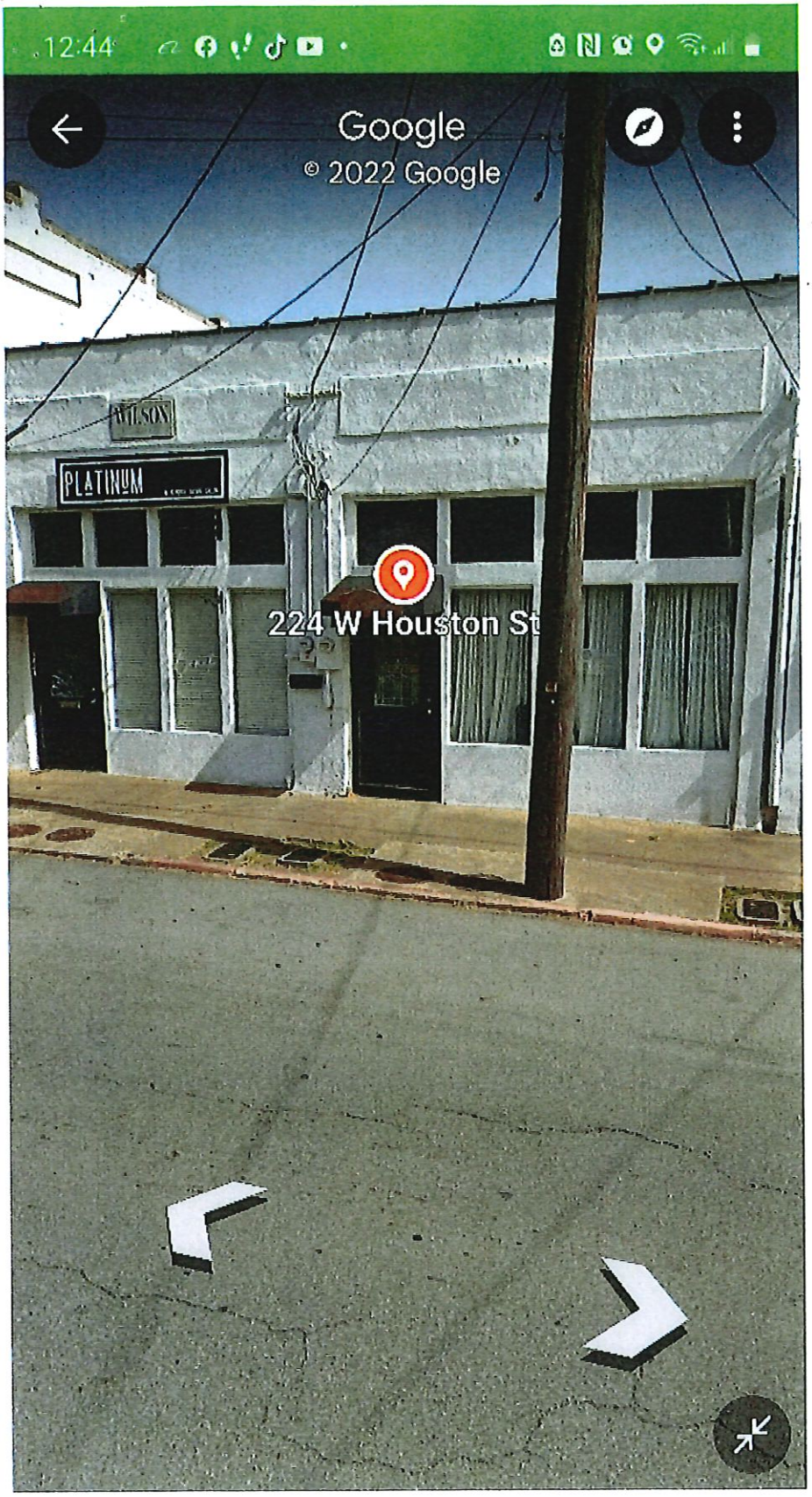

PLATINUM


FEL AS






Sonja's Place



224 W Houston St

Sherman, TX 75090 · 0 ft

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 13, 2022

Jeff Wilson
225 N Crockett St
Sherman, TX 75090

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

Hal Hinton
222 W Houston
Sherman, TX 75090

Dear Applicants,

The request for an Amendment to the Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Cigar Lounge in a C-1 (Retail Business) District located at 222 and 224 West Houston Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 20, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (General Commercial) District and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6 and Sec. 17).*
2. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
3. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
4. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
5. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
6. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of the Planning and Zoning Commission 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

222 AND 224 WEST HOUSTON STREET

The request of Jeff Wilson (Owner), Hal Hinton (Tenant/Representative) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 222 and 224 West Houston Street, being part of Lot 10, Block 4, OTP Sherman and also being part of Lot 7, Block X Allen S B Addition, as follows:

Planning and Zoning Commission

Amendment to the Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Cigar Lounge in a C-1 (Retail Business) District.

Background:

The property is located at 222 and 224 West Houston Street between South Elm and South Crockett Streets and is zoned C-1 (Retail Business) District. The owner is requesting approval to extend his Cigar Lounge to 224 West Houston Street as well as the existing location at 222 West Houston Street.

The following has been approved for 222 West Houston:

- October 22, 2019 - Specific Use Permit to allow a cigar lounge in a C-1 (Retail Business) District/Central Business District.

Adjacent Zoning:

C-1 (Retail Business) District
C-2 (General Commercial) District

Origination:

Jeff Wilson (Owner)
Hal Hinton (Tenant/Representative)
Helvey-Wagner Surveying Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

24

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Elevations
Floor Plan 224 W Houston
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6534

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-2 (General Commercial) District located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Chris Martin (Owner), Rex Huddleston (Prospective Buyer), Tatchio and Associates Architects (Architect) and Preston Trail Land Surveying (Surveyor) concerning the property located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall for Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District

Background:

The property is located at 4312 Texoma Parkway, the southwest corner of North Frisco Road and Texoma Parkway. The owner is requesting approval for a Specific Use Permit and Site Plan to allow a Self-Storage; a Zone Change from M-1 (Light Manufacturing) District to a C-2 (General Commercial) District; and Replat approval for Mandy's Addition.

The following has been approved for this location:

- December 12, 2000 - Specific Use Permit to allow living quarters in a C-2 (General Commercial) District
- June 11, 2002 - Variance to allow a 10' truck barrier with a 7' front setback in lieu of 25' required in a C-2 (General Commercial) District
- February 22, 2011 - Specific Use Permit to allow the conversion of the self service portion of an existing carwash into a Climate Controlled Storage Facility in an M-1 (Light Manufacturing) District
- May 17, 2016 - Site plan approval for an additional storage facility for Mandy’s Mini Storage

- June 20, 2017 - Variance to allow a 6’ wrought iron fence on the front property line along Texoma Parkway in lieu of the required 25’ in a M-1 (Light Manufacturing) District.
- September 20, 2022 - Variance to allow 20 parking spaces in lieu of the required 60 spaces in a C-2 district.

Origination:

Chris Martin (Owner)
Rex Huddleston (Prospective Buyer)
Tatchio and Associates Architects (Architect)
Preston Trail Land Surveying (Surveyor))

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6534
Exhibit A - Survey & Land Description
Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Floor Plan & Elevations
Photos
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 4312 TEXOMA PARKWAY, BEING 12.125 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT 969 AND BEING ALL OF LOTS 1R AND 2R IN THE REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (CHRIS MARTIN, OWNER; REX HUDDLESTON, PROSPECTIVE BUYER; TATCHIO AND ASSOCIATES ARCHITECTS, ARCHITECT; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); 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, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Land Description**, attached hereto, located at 4312 Texoma Parkway, shall be rezoned and placed in the C-2 (General Commercial) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October 2022.

ADOPTED on this the 17th day of October 2022.

EFFECTIVE DATE on this the 17th day of October 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

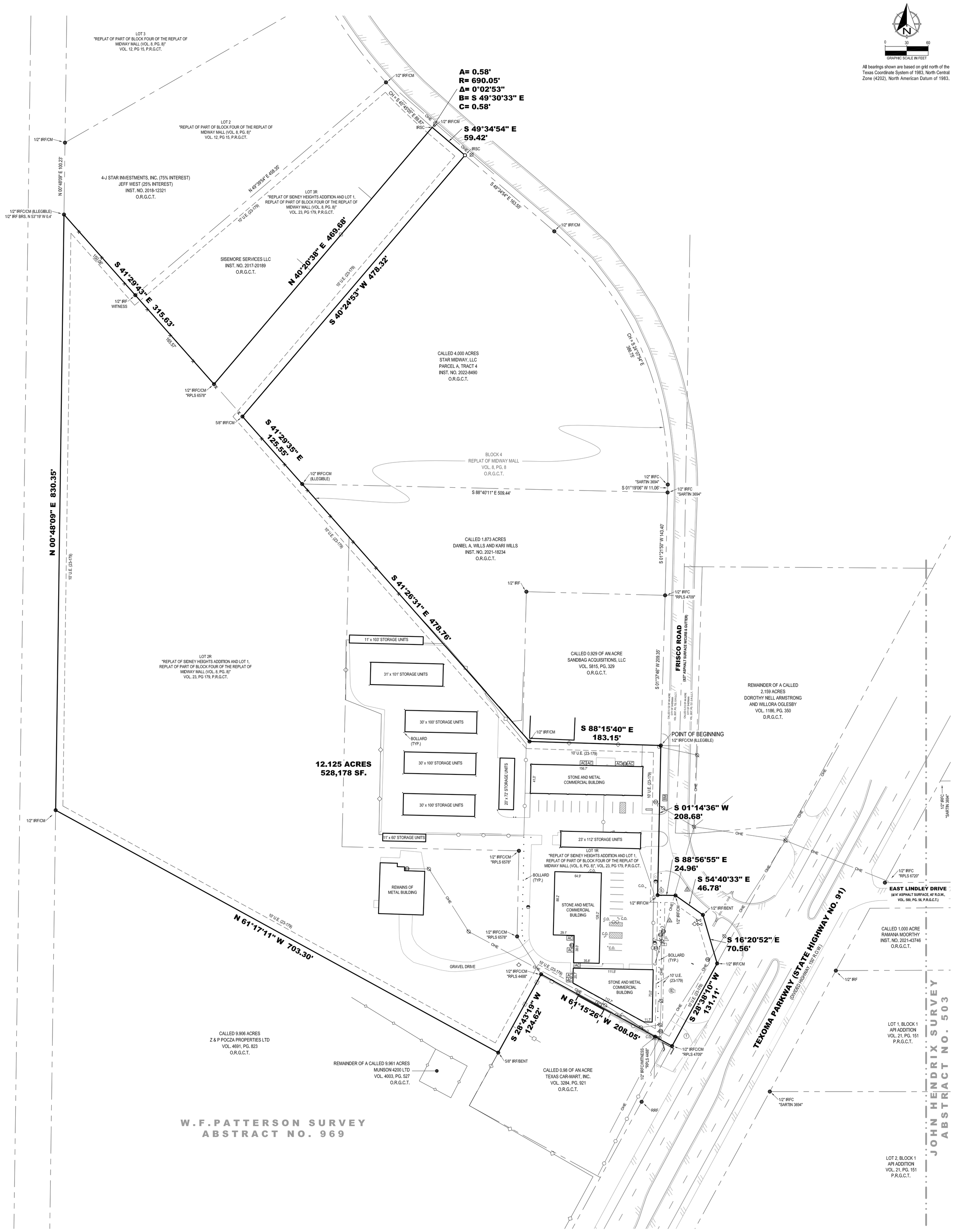
ATTEST:

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



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Certify to: RH2 Capital, LLC; Christopher Edward Martin, Katharine G. Martin, Texan Title Insurance Company, Red River Title Company;

This is to certify that this map or plat and the survey on which is it based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 7a, 8, and 1(a) of Table A thereof.

The fieldwork was completed on July 19, 2022.

Date of Plat or Map: July 21, 2022.

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

PRELIMINARY

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

ALTA/NSPS LAND TITLE SURVEY
21.125 ACRES (528,178 SQUARE FEET)
LOTS 1R AND 2R
"REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"
4312 Texoma Parkway, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: MIA Checked by: CRN	Scale: 1"=60' Date: 07/22/2022	Project No. 22-0347 Sheet No. 1 of 2

4312 TEXOMA PARKWAY

BEING all of that certain tract or parcel of land situated in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas, and being all of Lots 1R and 2R in the "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 23, Page 179, Plat Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with illegible plastic cap found for the northern-most northeast corner of said Lot 1R, common to the southeast corner of a called 0.929 of an acre tract of land described in the deed to Sandbag Acquisitions, LLC, recorded in Volume 5815, Page 329, Official Records of Grayson County, Texas, common the southwest corner of a called 0.122 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2637, Page 732, Official Records of Grayson County, Texas, and common to the northwest corner of a called 0.119 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2645, Page 182, said Official Records, and on the westerly line of Frisco Road;

THENCE in a southerly direction with the easterly line of said Lot 1R, and with the westerly line of said Frisco Road, the following Four (4) courses:

1. South 01°14'36" West, with the westerly line of said 0.119 acre tract, a distance of 208.68 feet to a 1/2-inch iron rod found for corner;

2. South 88°56'55" East, a distance of 24.96 feet to a 1/2-inch iron rod found for corner;

3. South 54°40'33" East, a distance of 46.78 feet to a bent 1/2-inch iron rod found for corner;

4. South 16°20'52" East, a distance of 70.56 feet to a 1/2-inch iron rod found for corner on the westerly right-of-way line of Texoma Parkway (State Highway No. 91)

THENCE South 28°38'10" West, continuing with the easterly line of said Lot 1R, and with the westerly right-of-way line of Texoma Parkway, a distance of 131.11 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4709" found for the southeast corner of said Lot 1R;

THENCE North 61°15'26" West, with the southerly line of said Lot 1R, passing en route at a distance of 26.93 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the northeast corner of a called 0.98 of an acre tract of land described in the deed to Texas Car-Mart, Inc., recorded in Volume 3284, Page 921, said Official Records, and continuing on said course a total distance of 208.05 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the southwest corner of said Lot 1R, common to the northwest corner of said 0.98 acre tract, and common to a salient corner on the easterly line of aforesaid Lot 2R;

THENCE South 28°43'19" West, with an easterly line of said Lot 2R, and with the westerly line of said 0.98 acre tract, a distance of 124.62 feet to a bent 5/8-inch iron rod found for the southeast corner of said Lot 2R, common to the northern-most northeast corner of a called 9.906 acre tract of land described in the deed to Z & P Pocza Properties LTD., recorded in Volume 4691, Page 823, said Official Records;

THENCE North 61°17'11" West, with the southerly line of said Lot 2R, and with the northerly line of said 9.906 acre tract, a distance of 703.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2R, common to the northwest corner of said 9.906 acre tract, and on the easterly line of the abandoned M. K. & T. Railroad Right-of-way (no record found);

THENCE North 00°48'09" East, with a westerly line of said Lot 2R, and with the said railroad right-of-way, a distance of 830.35 feet to 1/2-inch iron rod with plastic cap (illegible) found for the western-most northwest corner of said Lot 2R, common to the southwest corner of Lot 2 in the "Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 12, Page 15, said Plat Records;

THENCE South 41°29'43" East, with a northerly line of said Lot 2R, and with the southerly line of said Lot 2, passing en route at a distance of 150.06 feet 1/2-inch iron rod found for the westerly corner of Lot 3R in aforesaid "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)", and continuing on said course with the southerly line of said Lot 3R, a total distance of 315.63 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found the southerly corner of said Lot 3R, common to a re-entrant corner on the northerly line of said Lot 2R;

THENCE North 40°20'38" East, with a westerly line of said Lot 2R, and with the easterly line of said Lot 3R, a distance of 469.68 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northwest corner of said Lot 2R, common to the northeast corner of said Lot 3R, and on the westerly line of aforesaid Frisco Road, and at the beginning of a non-tangent curve to the left having a delta angle of 00°02'53", a radius of 690.00 feet, and a chord bearing and distance of South 49°30'33" East, 0.58 feet;

THENCE in an easterly direction, with a northerly line of said Lot 2R, and with the westerly line of said Frisco Road, and with said curve to the left, an arc distance of 0.58 feet to a 1/2-inch iron rod found for corner;

THENCE South 49°34'54" East, continuing with a northerly line of said Lot 2R, and the westerly line of said Frisco Road, a distance of 59.42 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northeast corner of said Lot 2R, common to the northerly corner of a called 4.000 acre tract of land described as Parcel A, Tract 4, in the deed to Star Midway, LLC, recorded in Instrument No. 2022-8490, said Official Records;

THENCE South 40°24'53" West, with an easterly line of said Lot 2R, and with the westerly line of said 4.000 acre tract, a distance of 478.32 feet to a 5/8-inch iron rod found a re-entrant corner on the easterly line of said Lot 2R, common to the westerly corner of said 4.000 acre tract;

THENCE South 41°29'35" East, with a northerly line of said Lot 2R, and with the southwesterly line of said 4.000 acre tract, a distance of 125.55 feet to a 1/2-inch iron rod with plastic cap (illegible) found for the southwest corner of said 4.000 acre tract, common to the northwest corner of a called 1.873 acre tract of land described in the deed to Daniel A. Wills and Kari Wills recorded in Instrument No. 2021-18234, said Official Records;

THENCE South 41°26'31" East, with a northerly line of said Lot 2R, and with a northerly line of aforesaid Lot 1R, and with the southwesterly line of said 1.873 acre tract, a distance of 478.76 feet to a 1/2-inch rod found for a re-entrant corner on the northerly line of said Lot 1R, common to the southwest corner of aforesaid 0.929 acre tract;

THENCE South 88°15'40" East, continuing with a northerly line of said Lot 1R, and with the southerly line of said 0.929 acre tract, a distance of 183.15 feet to the POINT OF BEGINNING and enclosing 12.125 acres (528,178 square feet) of land, more or less.

EXHIBIT B

DIMENSION CONTROL SITE PLAN

SCALE: 1" = 40'-0"

LOT 2 MANDY'S ADDITION

LOT 2R
"REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"
VOL. 23, PG 179, P.R.G.C.T.

10' U.E. (23-179) 10' B.L. (M-1)

CALLED 1.873 ACRES
DANIEL A. WILLS AND KARI WILLS
INST. NO. 2021-18234
O.R.G.C.T.

(S 41°28'55" E 479.36')
S 41°26'31" E 478.76'
379.91'
10' U.E. (23-179) 10' B.L. (M-1)

BUILDING E
11' x 103' STORAGE UNITS

BUILDING F
31' x 101' STORAGE UNITS

CONCRETE

10' B.L. (M-1) N 01°18'49" E 431.59' 10' B.L. (M-1)

BUILDING G
30' x 100' STORAGE UNITS

BUILDING H
30' x 100' STORAGE UNITS

CONCRETE

BUILDING I
30' x 100' STORAGE UNITS

12.125 ACRES
528,178 SF.

BUILDING J
20' x 72' STORAGE UNITS

BUILDING ON ADJACENT TRACT

CALLED 0.929 OF AN ACRE
SANDBAG ACQUISITIONS, LLC
VOL. 5815, PG. 329
O.R.G.C.T.

CALLED 0.122 OF AN ACRE
CITY OF SHERMAN
VOL. 2637, PG. 732, O.R.G.C.T.

S 01°37'46" W 209.35'

S 01°21'50" W 143.40'

FRISCO ROAD
(27' ASPHALT SURFACE W/CURB & GUTTER)

REMAINDER OF A CALLED 2.159 ACRES
DOROTHY NELL ARMSTRONG AND WILLORA OGLESBY
VOL. 1186, PG. 350
D.R.G.C.T.

CALLED 0.212 OF AN ACRE
CITY OF SHERMAN
VOL. 2637, PG. 727, O.R.G.C.T.

(S 88°23'03" E 183.75')
S 88°15'40" E
183.15'

10' U.E. (23-179) 10' B.L. (M-1)
AC AC 156.7' AC G AC

STONE AND METAL COMMERCIAL BUILDING
BUILDING A
41.0'

15' B.L. (M-1) 10' U.E. (23-179)

BM

(S 01°30'52" W 208.91')
S 01°14'36" W
208.68'

13 EXISTING PARKS

CONCRETE

BUILDING B
23' x 112' STORAGE UNITS

LOT 1R
"REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)", VOL. 23, PG 179, P.R.G.C.T.

CALLED 0.119 OF AN ACRE
CITY OF SHERMAN
VOL. 2645, PG. 182, O.R.G.C.T.

S 88°56'55" E
24.96' (S 88°46'22" E 24.95')

S 54°40'33" E
46.78' (S 54°41'36" E 46.81')

EAST LINDLEY DRIVE
("14' ASPHALT SURFACE, 40' R.O.W.,
VOL. 580, PG. 56, P.R.G.C.T.)

CALLED 1.000 ACRE
RAMANA MOORTHY
INST. NO. 2021-43746
O.R.G.C.T.

24'-8" 4'-0" 165'-0" 4'-6 17/32" 24'-0" 20'-0" 32'-4"

BUILDING M
NEW BUILDING
21,050 S.F.
130'-0"

BUILDING K RELOCATED 11'X 60'

BUILDING L 11X60 ADDITION

BUILDING N 28' X 185' 2,700 S.F.

25'-8"

10'-0"

C.O.

BUILDING C
STONE AND METAL COMMERCIAL BUILDING
88.2' 126.2'

10 PARKS

29.1' 38.6' 35.8'

4 NEW PARKS

CONCRETE

111.5'

BUILDING D
STONE AND METAL COMMERCIAL BUILDING
73.0'

10' U.E. (23-179) 10' B.L. (M-1)

AC 20.7' 112.7' 11.7'

10' B.L. (M-1) 10' U.E. (23-179)

15' B.L. (M-1)

18" RCP

S 16°20'52" E
70.56' (S 16°19'06" E 70.49')

S 28°38'10" W
131.11'
(S 28°39'42" W 131.05')

TEXOMA PARKWAY (STATE HIGHWAY NO. 91)
(DIVIDED HIGHWAY, 150' R.O.W.)

10' U.E. (23-179) 10' B.L. (M-1)
(N 61°12'17" W 703.99')
N 61°17'11" W 703.30'

S 28°43'19" W
124.62'
(S 28°45'37" W 124.42')

BUILDING ON ADJACENT TRACT
(FACE OF BUILDING 1.6' SOUTH OF LINE
AC UNIT 1.7' NORTH OF LINE)

N 61°15'26" W 208.05'
(N 61°16'25" W 207.95')

26.93'

1 REMAINDER OF A CALLED 9.961 ACRES
MUNSON 4200 LTD
VOL. 4003, PG. 527
O.R.G.C.T.

CELL TOWER

CALLED 0.98 OF AN ACRE
TEXAS CAR-MART, INC.
VOL. 3284, PG. 921
O.R.G.C.T.

CALLED 9.900 ACRES
Z & P POCZA PROPERTIES LTD
VOL. 4691, PG. 823
O.R.G.C.T.

BUILDING	A	B	C	D	E	F	G	H	I	J	K	L	M	N
							37,400 S.F. EXISTING BUILDINGS					20,700 S.F. NEW BUILDINGS		
OCCUPANCY CLASS:	OFF/STOR	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1
CONSTRUCTION TYPE:	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B
ALLOWABLE HEIGHT:	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'
ALLOWABLE AREA:	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	83,500	37,500
BUILDING HEIGHT:	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	18'	18'
BUILDING AREAS SQ. FT.	5,348	2,576	7,207	5,333	1,333	5,331	5,000	5,000	5,000	1,440	960	960	21,000	2,700
FIRE SPRINKLER SYSTEM REQUIRED:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES	NO
NUMBER OF REQUIRED EXITS:	2	N/A	N/A	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4	N/A

W.F.PATTERSON SURVEY
ABSTRACT NO. 969

JOHN HENDRIX SURVEY
ABSTRACT NO 503

LOT 2, BLOCK 1
API ADDITION
VOL. 21, PG. 151
P.R.G.C.T.

LOT 1, BLOCK 1
API ADDITION
VOL. 21, PG. 151
P.R.G.C.T.

1 09/12/2022 MODIFIED BUILDING M, ADDED BUIDING N, MODIFIED FIRE LANE AND REVISED BUILDING TABLE AS REQUIRED

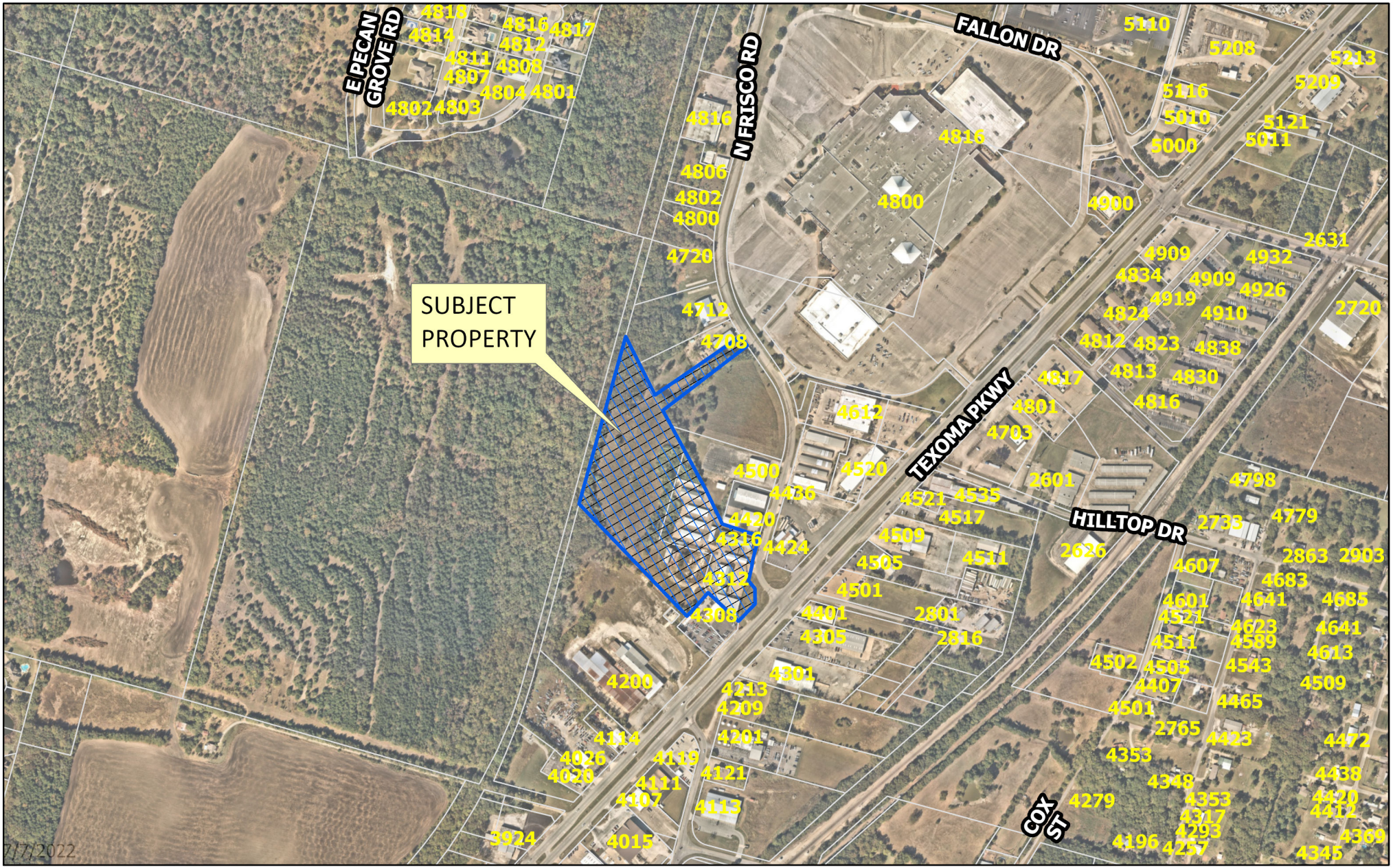
A NEW SELF STORAGE FACILITY FOR
MANDY'S STORAGE
SHERMAN, TX

PROGRESS PRINT
NOT FOR USE IN REGULATORY APPROVAL PERMITTING, OR CONSTRUCTION

DATE: 8/23/2022
202122
PROJECT NO.
C-1
SHEET NO.

TATCHIO AND ASSOCIATES ARCHITECT P.O. Box 2062 Sherman, Texas 75091 (903) 893-8399 (903) 893-8308 FAX rodericktatchio@gmail.com

T:\202122 MANDY STOR ADDITION\202122 a1 site plan4.dwg 9/12/2022 5:16 PM



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

7/7/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

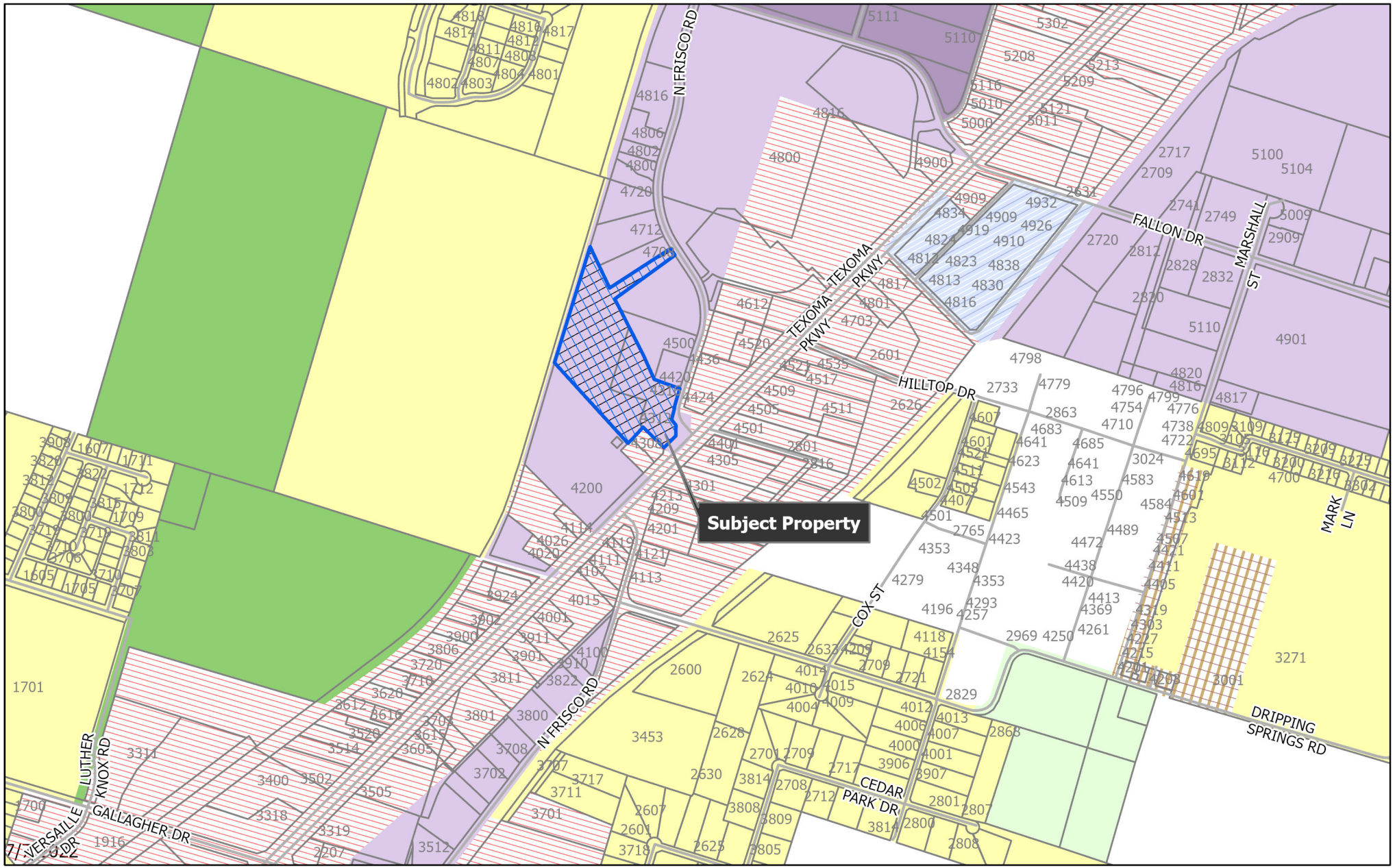
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(4312 Texoma Parkway)

N
W E
S

Date: 7/7/2022 11:04 AM

Scale: 1:7,234



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map
(4312 Texoma Parkway)

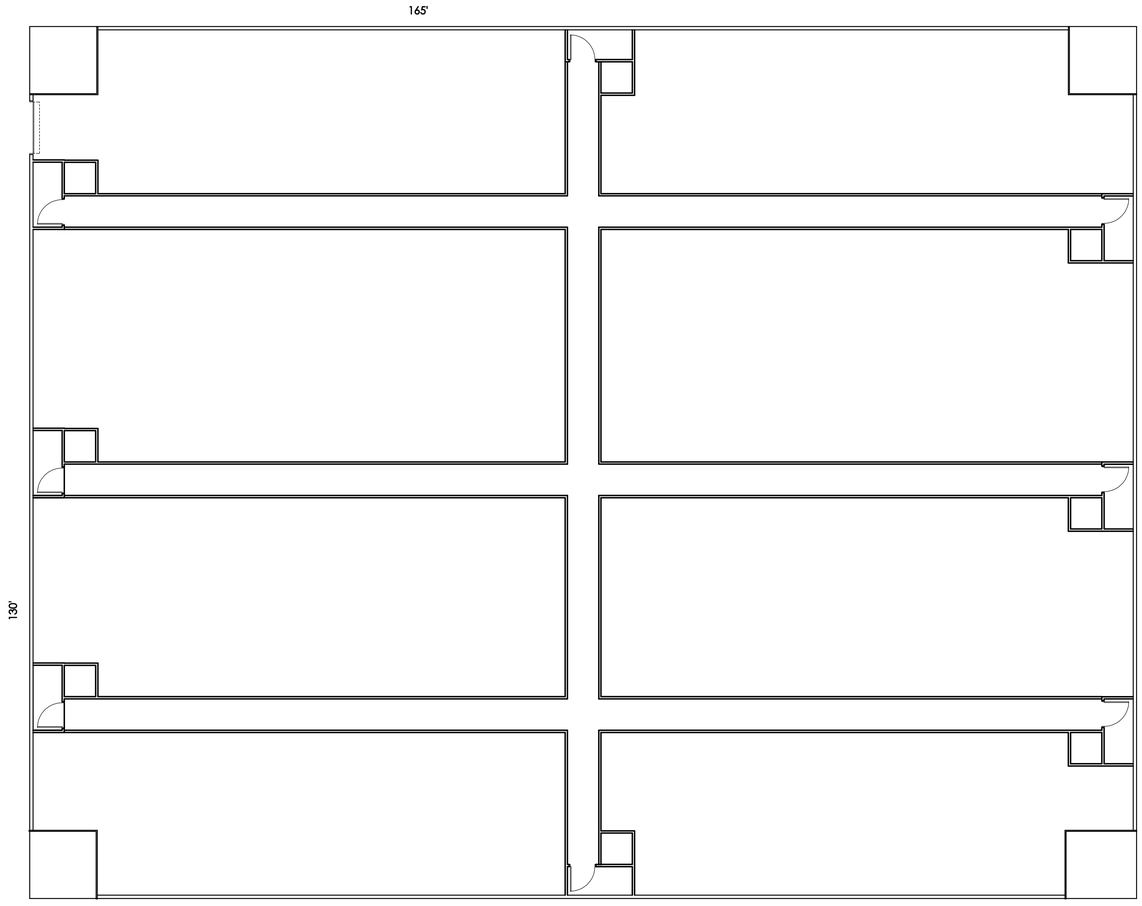
N
W E
S

Scale: 1:10,316

Date: 7/7/2022 11:04 AM

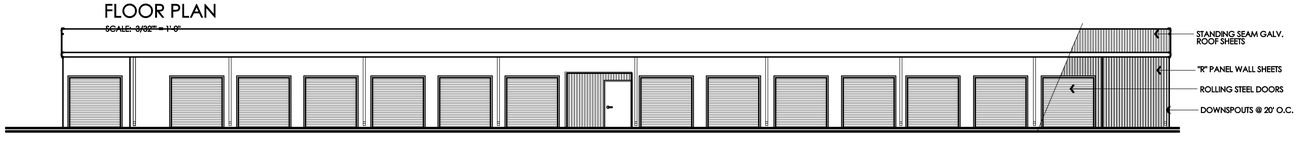
4312 TEXOMA PKWY





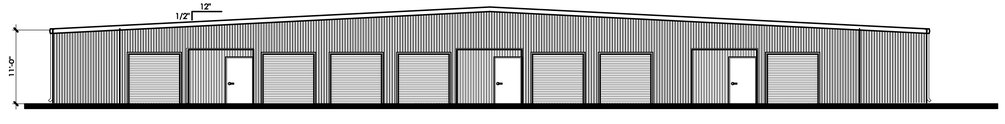
FLOOR PLAN

SCALE: 3/32"" = 1'-0"



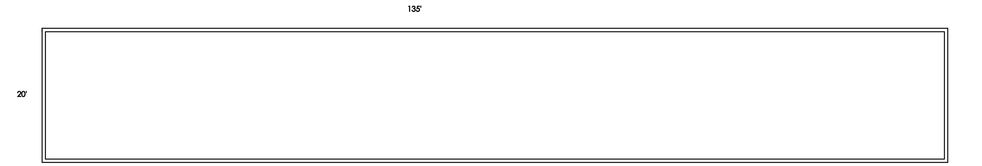
SOUTH ELEVATION (NORTH SIMILAR)

SCALE: 3/32" = 1'-0"



EAST ELEVATION (WEST SIMILAR)

SCALE: 3/32"" = 1'-0"



FLOOR PLAN BUILDING N

SCALE: 3/32"" = 1'-0"



WEST ELEVATION

SCALE: 3/32"" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32"" = 1'-0"

9/13/2022 11:27 AM T:\202122 MANDY STOR ADDITION\202122 floor plan.aec

A NEW SELF STORAGE FACILITY FOR

MANDY'S STORAGE

SHERMAN, TX

PRELIMINARY NOT FOR CONSTRUCTION

PROGRESS PRINT
NOT FOR USE IN REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

DATE: 8/23/2022

202122 PROJECT NO.

A-1 SHEET NO.

TATCHIO AND ASSOCIATES ARCHITECT • P.O. Box 2062 Sherman, Texas 75091 • (903) 893-8399 (903) 893-8308 FAX rodericktatchio@gmail.com


VIDEO SURVEILLANCE
(903) 892-8870
ON-SITE MANAGER
Mandy's
Mini-Storage
CLIMATE CONTROLLED




21-28
DOOR HOURS
7 AM - 9 PM
9-20
DOOR HOURS
7 AM - 9 PM
1-8
DOOR HOURS
7 AM - 9 PM





Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER AMENDMENT (SIGNS)

September 13, 2022

Christopher Edward Martin
4312 Texoma Pkwy
Sherman, TX 75091

Preston Trail Land Surveying
787 W FM 996
Pottsboro, TX 75076

RH2 Capital Partners
Rex Huddleston
PO Box 600628
Dallas, TX 75360

Tatchio & Associates Architect
PO Box 2062
Sherman, TX 75091

Dear Applicants,

The request for Variance under Ordinance No. Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 20 parking spaces for a Mini-Warehouse in lieu of the required 60 spaces, Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District and a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an Indoor Storage (Mini-warehouse) in a C-2 (General Commercial) District located at 4312 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission and the Board of Adjustment on Tuesday, September 20, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General commercial) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one space per 1,000 square foot, unless a variance is granted; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The maximum height of the building shall not exceed 35'. (*Chapter 14, Exhibit A, Sec. 6.7)*
6. The trash dumpster will need to be located inside the main building area.
7. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A specific use permit is an amendment to the district regulations of the zoning ordinance that

permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b))*

11. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. All non-conforming signs must be removed or made to conform with all ordinances of the City of Sherman. *(Chapter 14, Exhibit A, Sec. 7(6) and Sec. 7(14))*

Engineering:

14. Replat of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I))*
16. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
17. The location of the trash receptors must be approved by the Public Works Department.

It is the policy of this Planning and Zoning Commission and the Board of Adjustment 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

4312 TEXOMA PARKWAY

The request of Chris Martin (Owner), Rex Huddleston (Prospective Buyer), Tatchio and Associates Architects (Architect) and Preston Trail Land Surveying (Surveyor) concerning the property located at in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall, as follows:

Board of Adjustment

A. Variance under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 20 parking spaces for a Mini-Warehouse in lieu of the required 60 spaces in a C-2 (General Commercial) District.

Planning and Zoning Commission

B. Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Mini-Warehouse in a C-2 (General Commercial) District.
C. Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District.
D. Replat approval of Mandy's Addition.

Background:

The property is located at 4312 Texoma Parkway, the southwest corner of North Frisco Road and Texoma Parkway. The owner is requesting approval for a Specific Use Permit and Site Plan to allow a Self-Storage; a Zone Change from M-1 (Light Manufacturing) District to a C-2 (General Commercial) District; and a Variance for 20 parking spaces and Replat approval for Mandy's Addition.

The following has been approved for this location:

- December 12, 2000 - Specific Use Permit to allow living quarters in a C-2 (General Commercial) District
- June 11, 2002 - Variance to allow a 10' truck barrier with a 7' front setback in lieu of 25' required in a C-2 (General Commercial) District

- February 22, 2011 - Specific Use Permit to allow the conversion of the self service portion of an existing carwash into a Climate Controlled Storage Facility in an M-1 (Light Manufacturing) District
- May 17, 2016 - Site plan approval for an additional storage facility for Mandy's Mini Storage
- June 20, 2017 - Variance to allow a 6' wrought iron fence on the front property line along Texoma Parkway in lieu of the required 25' in a M-1 (Light Manufacturing) District.

Adjacent Zoning:

M-1 (Light Manufacturing) District
C-2 (General Commercial) District

Origination:

Chris Martin (Owner)
Rex Huddleston (Prospective Buyer)
Tatchio and Associates Architects (Architect)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

13

Objections Received:

0

Development Review Meeting:

Yes

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6535

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Mini-Warehouse in a C-2 (General Commercial) District located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider a Mini-Warehouse in a C-2 (General Commercial) District located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor)

Background:

The property is located at 4312 Texoma Parkway, the southwest corner of North Frisco Road and Texoma Parkway. The owner is requesting approval for a Specific Use Permit and Site Plan to allow a Self-Storage; a Zone Change from M-1 (Light Manufacturing) District to a C-2 (General Commercial) District; a Variance for 20 parking spaces; and Replat approval for Mandy's Addition.

The following has been approved for this location:

- December 12, 2000 - Specific Use Permit to allow living quarters in a C-2 (General Commercial) District
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- February 22, 2011 - Specific Use Permit to allow the conversion of the self service portion of an existing carwash into a Climate Controlled Storage Facility in an M-1 (Light Manufacturing) District
- May 17, 2016 - Site plan approval for an additional storage facility for Mandy’s Mini Storage
- June 20, 2017 - Variance to allow a 6’ wrought iron fence on the front property line along Texoma Parkway in lieu of the required 25’ in a M-1 (Light Manufacturing) District.

Origination:

Chris Martin (Owner)
Rex Huddleston (Prospective Buyer)
Tatchio and Associates Architects (Architect)
Preston Trail Land Surveying (Surveyor))

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6535
Exhibit A - Survey & Land Description
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Floor Plan & Elevations
Photos
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6535

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 4312 TEXOMA PARKWAY, BEING 12.125 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT 969 AND BEING ALL OF LOTS 1R AND 2R IN THE REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (CHRIS MARTIN, OWNER; REX HUDDLESTON, PROSPECTIVE BUYER; TATCHIO AND ASSOCIATES ARCHITECTS, ARCHITECT; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Chris Martin (Owner), Rex Huddleston (Prospective Buyer), Tatchio and Associates Architects (Architect) and Preston Trail Land Surveying (Surveyor) concerning the property located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall are granted a Specific Use Permit to allow a Self-Storage (Mini-warehouse) in a C-2 (General Commercial) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey and Land Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General commercial) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one space per 1,000 square foot, unless a variance is granted; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The maximum height of the building shall not exceed 35'. (*Chapter 14, Exhibit A, Sec. 6.7)*
6. The trash dumpster will need to be located inside the main building area.
7. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b))*
11. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. All non-conforming signs must be removed or made to conform with all ordinances of the City of Sherman. *(Chapter 14, Exhibit A, Sec. 7(6) and Sec. 7(14))*

Engineering:

14. Replat of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I))*
16. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
17. The location of the trash receptors must be approved by the Public Works Department.

Additional Conditions:

18. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October 2022.

ADOPTED on this the 17th day of October 2022.

EFFECTIVE DATE on this the 17th day of October 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

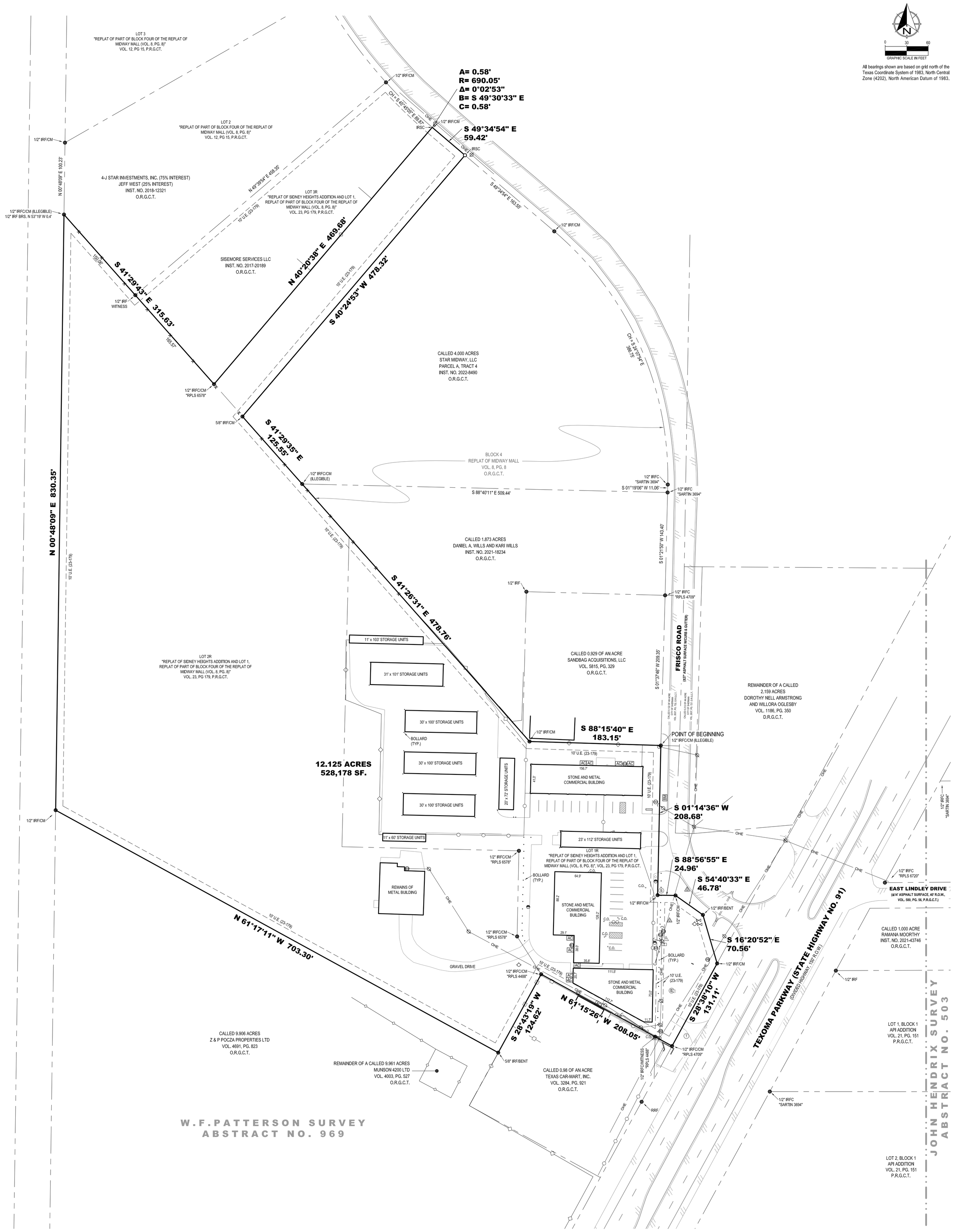
ATTEST:

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



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Certify to: RH2 Capital, LLC; Christopher Edward Martin, Katharine G. Martin, Texan Title Insurance Company, Red River Title Company;

This is to certify that this map or plat and the survey on which is it based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 7a, 8, and 1(a) of Table A thereof.

The fieldwork was completed on July 19, 2022.

Date of Plat or Map: July 21, 2022.

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

PRELIMINARY

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

ALTA/NSPS LAND TITLE SURVEY
21.125 ACRES (528,178 SQUARE FEET)
LOTS 1R AND 2R
"REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"
4312 Texoma Parkway, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: MIA Checked by: CRN	Scale: 1"=60' Date: 07/22/2022	Project No. 22-0347 Sheet No. 1 of 2

4312 TEXOMA PARKWAY

BEING all of that certain tract or parcel of land situated in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas, and being all of Lots 1R and 2R in the "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 23, Page 179, Plat Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with illegible plastic cap found for the northern-most northeast corner of said Lot 1R, common to the southeast corner of a called 0.929 of an acre tract of land described in the deed to Sandbag Acquisitions, LLC, recorded in Volume 5815, Page 329, Official Records of Grayson County, Texas, common the southwest corner of a called 0.122 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2637, Page 732, Official Records of Grayson County, Texas, and common to the northwest corner of a called 0.119 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2645, Page 182, said Official Records, and on the westerly line of Frisco Road;

THENCE in a southerly direction with the easterly line of said Lot 1R, and with the westerly line of said Frisco Road, the following Four (4) courses:

1. South 01°14'36" West, with the westerly line of said 0.119 acre tract, a distance of 208.68 feet to a 1/2-inch iron rod found for corner;

2. South 88°56'55" East, a distance of 24.96 feet to a 1/2-inch iron rod found for corner;

3. South 54°40'33" East, a distance of 46.78 feet to a bent 1/2-inch iron rod found for corner;

4. South 16°20'52" East, a distance of 70.56 feet to a 1/2-inch iron rod found for corner on the westerly right-of-way line of Texoma Parkway (State Highway No. 91)

THENCE South 28°38'10" West, continuing with the easterly line of said Lot 1R, and with the westerly right-of-way line of Texoma Parkway, a distance of 131.11 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4709" found for the southeast corner of said Lot 1R;

THENCE North 61°15'26" West, with the southerly line of said Lot 1R, passing en route at a distance of 26.93 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the northeast corner of a called 0.98 of an acre tract of land described in the deed to Texas Car-Mart, Inc., recorded in Volume 3284, Page 921, said Official Records, and continuing on said course a total distance of 208.05 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the southwest corner of said Lot 1R, common to the northwest corner of said 0.98 acre tract, and common to a salient corner on the easterly line of aforesaid Lot 2R;

THENCE South 28°43'19" West, with an easterly line of said Lot 2R, and with the westerly line of said 0.98 acre tract, a distance of 124.62 feet to a bent 5/8-inch iron rod found for the southeast corner of said Lot 2R, common to the northern-most northeast corner of a called 9.906 acre tract of land described in the deed to Z & P Pocza Properties LTD., recorded in Volume 4691, Page 823, said Official Records;

THENCE North 61°17'11" West, with the southerly line of said Lot 2R, and with the northerly line of said 9.906 acre tract, a distance of 703.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2R, common to the northwest corner of said 9.906 acre tract, and on the easterly line of the abandoned M. K. & T. Railroad Right-of-way (no record found);

THENCE North 00°48'09" East, with a westerly line of said Lot 2R, and with the said railroad right-of-way, a distance of 830.35 feet to 1/2-inch iron rod with plastic cap (illegible) found for the western-most northwest corner of said Lot 2R, common to the southwest corner of Lot 2 in the "Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 12, Page 15, said Plat Records;

THENCE South 41°29'43" East, with a northerly line of said Lot 2R, and with the southerly line of said Lot 2, passing en route at a distance of 150.06 feet 1/2-inch iron rod found for the westerly corner of Lot 3R in aforesaid "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)", and continuing on said course with the southerly line of said Lot 3R, a total distance of 315.63 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found the southerly corner of said Lot 3R, common to a re-entrant corner on the northerly line of said Lot 2R;

THENCE North 40°20'38" East, with a westerly line of said Lot 2R, and with the easterly line of said Lot 3R, a distance of 469.68 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northwest corner of said Lot 2R, common to the northeast corner of said Lot 3R, and on the westerly line of aforesaid Frisco Road, and at the beginning of a non-tangent curve to the left having a delta angle of 00°02'53", a radius of 690.00 feet, and a chord bearing and distance of South 49°30'33" East, 0.58 feet;

THENCE in an easterly direction, with a northerly line of said Lot 2R, and with the westerly line of said Frisco Road, and with said curve to the left, an arc distance of 0.58 feet to a 1/2-inch iron rod found for corner;

THENCE South 49°34'54" East, continuing with a northerly line of said Lot 2R, and the westerly line of said Frisco Road, a distance of 59.42 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northeast corner of said Lot 2R, common to the northerly corner of a called 4.000 acre tract of land described as Parcel A, Tract 4, in the deed to Star Midway, LLC, recorded in Instrument No. 2022-8490, said Official Records;

THENCE South 40°24'53" West, with an easterly line of said Lot 2R, and with the westerly line of said 4.000 acre tract, a distance of 478.32 feet to a 5/8-inch iron rod found a re-entrant corner on the easterly line of said Lot 2R, common to the westerly corner of said 4.000 acre tract;

THENCE South 41°29'35" East, with a northerly line of said Lot 2R, and with the southwesterly line of said 4.000 acre tract, a distance of 125.55 feet to a 1/2-inch iron rod with plastic cap (illegible) found for the southwest corner of said 4.000 acre tract, common to the northwest corner of a called 1.873 acre tract of land described in the deed to Daniel A. Wills and Kari Wills recorded in Instrument No. 2021-18234, said Official Records;

THENCE South 41°26'31" East, with a northerly line of said Lot 2R, and with a northerly line of aforesaid Lot 1R, and with the southwesterly line of said 1.873 acre tract, a distance of 478.76 feet to a 1/2-inch rod found for a re-entrant corner on the northerly line of said Lot 1R, common to the southwest corner of aforesaid 0.929 acre tract;

THENCE South 88°15'40" East, continuing with a northerly line of said Lot 1R, and with the southerly line of said 0.929 acre tract, a distance of 183.15 feet to the POINT OF BEGINNING and enclosing 12.125 acres (528,178 square feet) of land, more or less.

EXHIBIT B

DIMENSION CONTROL SITE PLAN

SCALE: 1" = 40'-0"

LOT 2 MANDY'S ADDITION

LOT 2R
"REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"
VOL. 23, PG 179, P.R.G.C.T.

10' U.E. (23-179) 10' B.L. (M-1)

CALLED 1.873 ACRES
DANIEL A. WILLS AND KARI WILLS
INST. NO. 2021-18234
O.R.G.C.T.

(S 41°28'55" E 479.36')
S 41°26'31" E 478.76'
379.91'
10' U.E. (23-179) 10' B.L. (M-1)

BUILDING E
11' x 103' STORAGE UNITS

BUILDING F
31' x 101' STORAGE UNITS

CONCRETE

10' B.L. (M-1) N 01°18'49" E 431.59' 10' B.L. (M-1)

BUILDING G
30' x 100' STORAGE UNITS

BUILDING H
30' x 100' STORAGE UNITS

CONCRETE

BUILDING I
30' x 100' STORAGE UNITS

12.125 ACRES
528,178 SF.

BUILDING J
20' x 72' STORAGE UNITS

BUILDING ON ADJACENT TRACT

CALLED 0.929 OF AN ACRE
SANDBAG ACQUISITIONS, LLC
VOL. 5815, PG. 329
O.R.G.C.T.

CALLED 0.122 OF AN ACRE
CITY OF SHERMAN
VOL. 2637, PG. 732, O.R.G.C.T.

S 01°37'46" W 209.35'

S 01°21'50" W 143.40'

FRISCO ROAD
(27' ASPHALT SURFACE W/CURB & GUTTER)

REMAINDER OF A CALLED 2.159 ACRES
DOROTHY NELL ARMSTRONG AND WILLORA OGLESBY
VOL. 1186, PG. 350
D.R.G.C.T.

CALLED 0.212 OF AN ACRE
CITY OF SHERMAN
VOL. 2637, PG. 727, O.R.G.C.T.

(S 88°23'03" E 183.75')
S 88°15'40" E
183.15'

10' U.E. (23-179) 10' B.L. (M-1)
AC AC 156.7' AC G AC

STONE AND METAL COMMERCIAL BUILDING
BUILDING A
41.0'

15' B.L. (M-1) 10' U.E. (23-179)

BM

(S 01°30'52" W 208.91')
S 01°14'36" W
208.68'

13 EXISTING PARKS

CONCRETE

BUILDING B
23' x 112' STORAGE UNITS

LOT 1R
"REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)", VOL. 23, PG 179, P.R.G.C.T.

CALLED 0.119 OF AN ACRE
CITY OF SHERMAN
VOL. 2645, PG. 182, O.R.G.C.T.

S 88°56'55" E
24.96' (S 88°46'22" E 24.95')

S 54°40'33" E
46.78' (S 54°41'36" E 46.81')

EAST LINDLEY DRIVE
("14' ASPHALT SURFACE, 40' R.O.W.,
VOL. 580, PG. 56, P.R.G.C.T.)

CALLED 1.000 ACRE
RAMANA MOORTHY
INST. NO. 2021-43746
O.R.G.C.T.

24'-8" 4'-0" 165'-0" 4'-6 17/32" 24'-0" 20'-0" 32'-4"

BUILDING M
NEW BUILDING
21,050 S.F.
130'-0"

BUILDING K RELOCATED 11'X 60'

BUILDING L 11X60 ADDITION

BUILDING N 28' X 185' 2,700 S.F.

25'-8"

10'-0"

C.O.

BUILDING C
STONE AND METAL COMMERCIAL BUILDING
88.2' 126.2'

10 PARKS

29.1' 38.6' 35.8'

4 NEW PARKS

CONCRETE

111.5'

BUILDING D
STONE AND METAL COMMERCIAL BUILDING
73.0'

10' U.E. (23-179) 10' B.L. (M-1)

AC 20.7' 112.7' 11.7'

10' B.L. (M-1) 10' U.E. (23-179)

15' B.L. (M-1)

18" RCP

S 16°20'52" E
70.56' (S 16°19'06" E 70.49')

S 28°38'10" W
131.11'
(S 28°39'42" W 131.05')

TEXOMA PARKWAY (STATE HIGHWAY NO. 91)
(DIVIDED HIGHWAY, 150' R.O.W.)

10' U.E. (23-179) 10' B.L. (M-1)
(N 61°12'17" W 703.99')
N 61°17'11" W 703.30'

S 28°43'19" W
124.62'
(S 28°45'37" W 124.42')

BUILDING ON ADJACENT TRACT
(FACE OF BUILDING 1.6' SOUTH OF LINE
AC UNIT 1.7' NORTH OF LINE)

N 61°15'26" W 208.05'
(N 61°16'25" W 207.95')

26.93'

1 REMAINDER OF A CALLED 9.961 ACRES
MUNSON 4200 LTD
VOL. 4003, PG. 527
O.R.G.C.T.

CELL TOWER

CALLED 0.98 OF AN ACRE
TEXAS CAR-MART, INC.
VOL. 3284, PG. 921
O.R.G.C.T.

CALLED 9.900 ACRES
Z & P POCZA PROPERTIES LTD
VOL. 4691, PG. 823
O.R.G.C.T.

BUILDING	A	B	C	D	E	F	G	H	I	J	K	L	M	N
							37,400 S.F. EXISTING BUILDINGS					20,700 S.F. NEW BUILDINGS		
OCCUPANCY CLASS:	OFF/STOR	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1
CONSTRUCTION TYPE:	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B
ALLOWABLE HEIGHT:	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'
ALLOWABLE AREA:	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	83,500	37,500
BUILDING HEIGHT:	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	18'	18'
BUILDING AREAS SQ. FT.	5,348	2,576	7,207	5,333	1,333	5,331	5,000	5,000	5,000	1,440	960	960	21,000	2,700
FIRE SPRINKLER SYSTEM REQUIRED:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES	NO
NUMBER OF REQUIRED EXITS:	2	N/A	N/A	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4	N/A

W.F.PATTERSON SURVEY
ABSTRACT NO. 969

JOHN HENDRIX SURVEY
ABSTRACT NO 503

LOT 2, BLOCK 1
API ADDITION
VOL. 21, PG. 151
P.R.G.C.T.

LOT 1, BLOCK 1
API ADDITION
VOL. 21, PG. 151
P.R.G.C.T.

1 09/12/2022 MODIFIED BUILDING M, ADDED BUIDING N, MODIFIED FIRE LANE AND REVISED BUILDING TABLE AS REQUIRED

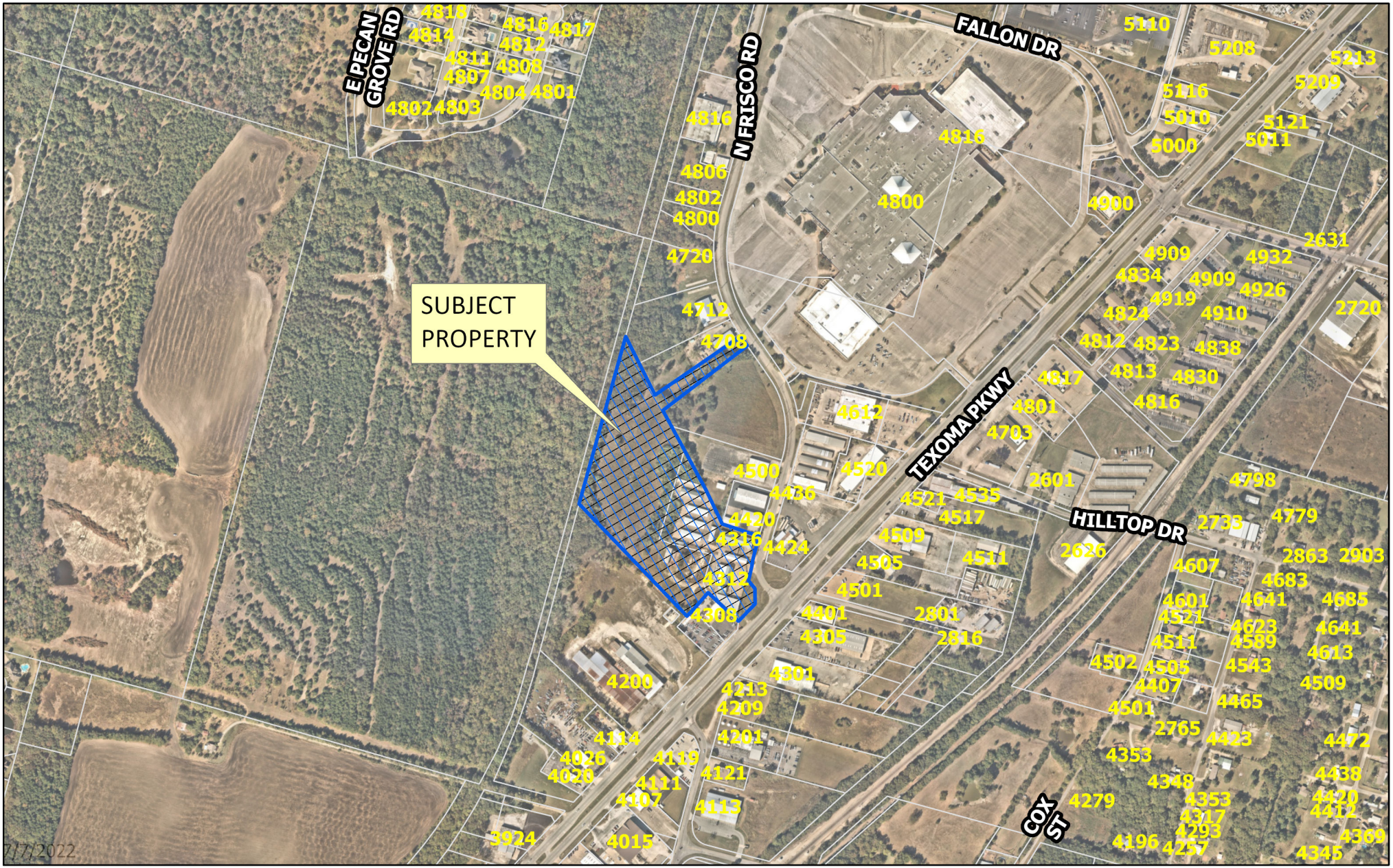
A NEW SELF STORAGE FACILITY FOR
MANDY'S STORAGE
SHERMAN, TX

PROGRESS PRINT
NOT FOR USE IN REGULATORY APPROVAL PERMITTING, OR CONSTRUCTION

DATE: 8/23/2022
202122
PROJECT NO.
C-1
SHEET NO.

TATCHIO AND ASSOCIATES ARCHITECT P.O. Box 2062 Sherman, Texas 75091 (903) 893-8399 (903) 893-8308 FAX rodericktatchio@gmail.com

T:\202122 MANDY STOR ADDITION\202122 a1 site plan4.dwg 9/12/2022 5:16 PM



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

7/7/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

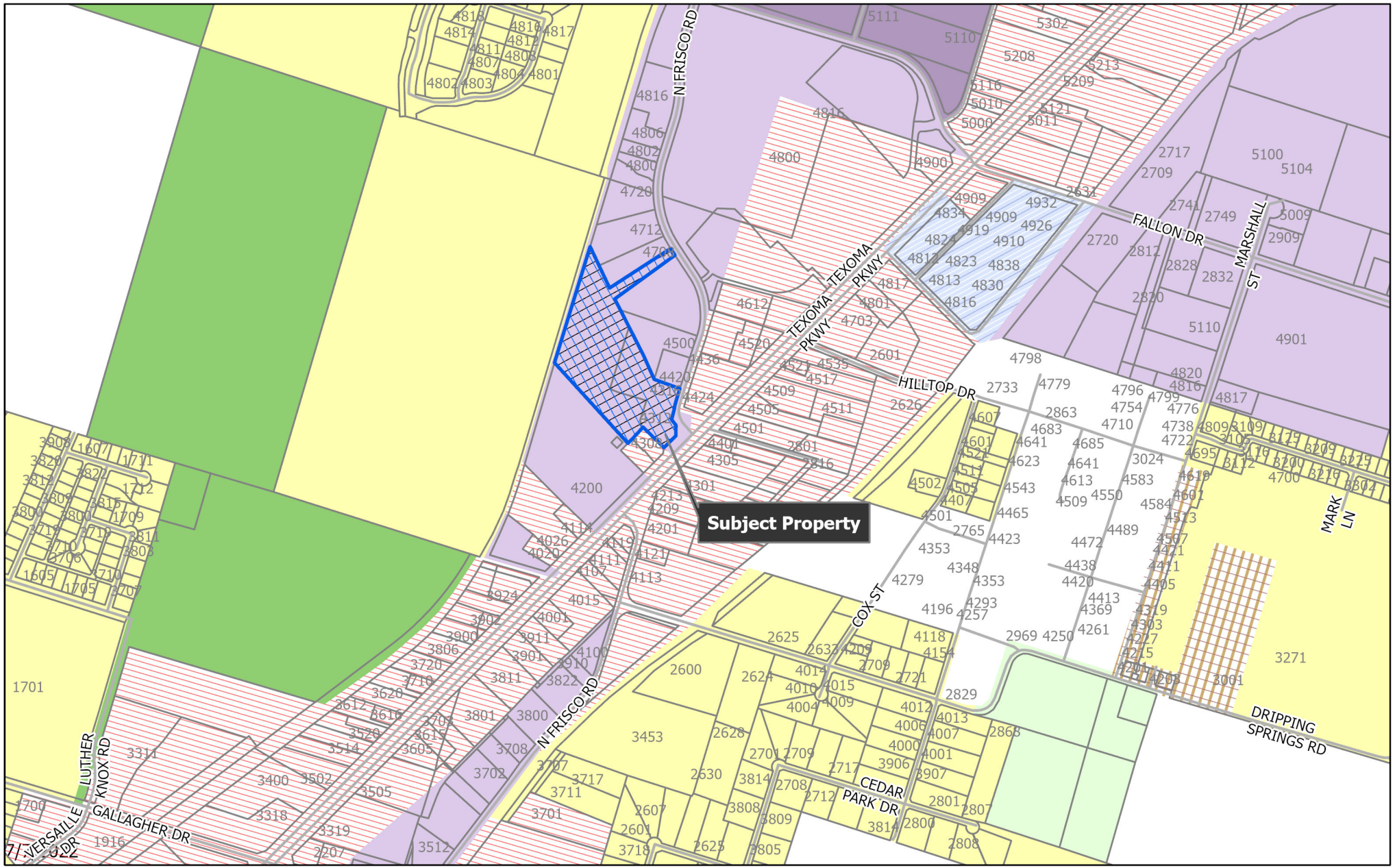
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(4312 Texoma Parkway)

N
W E
S

Date: 7/7/2022 11:04 AM

Scale: 1:7,234



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map
(4312 Texoma Parkway)

N
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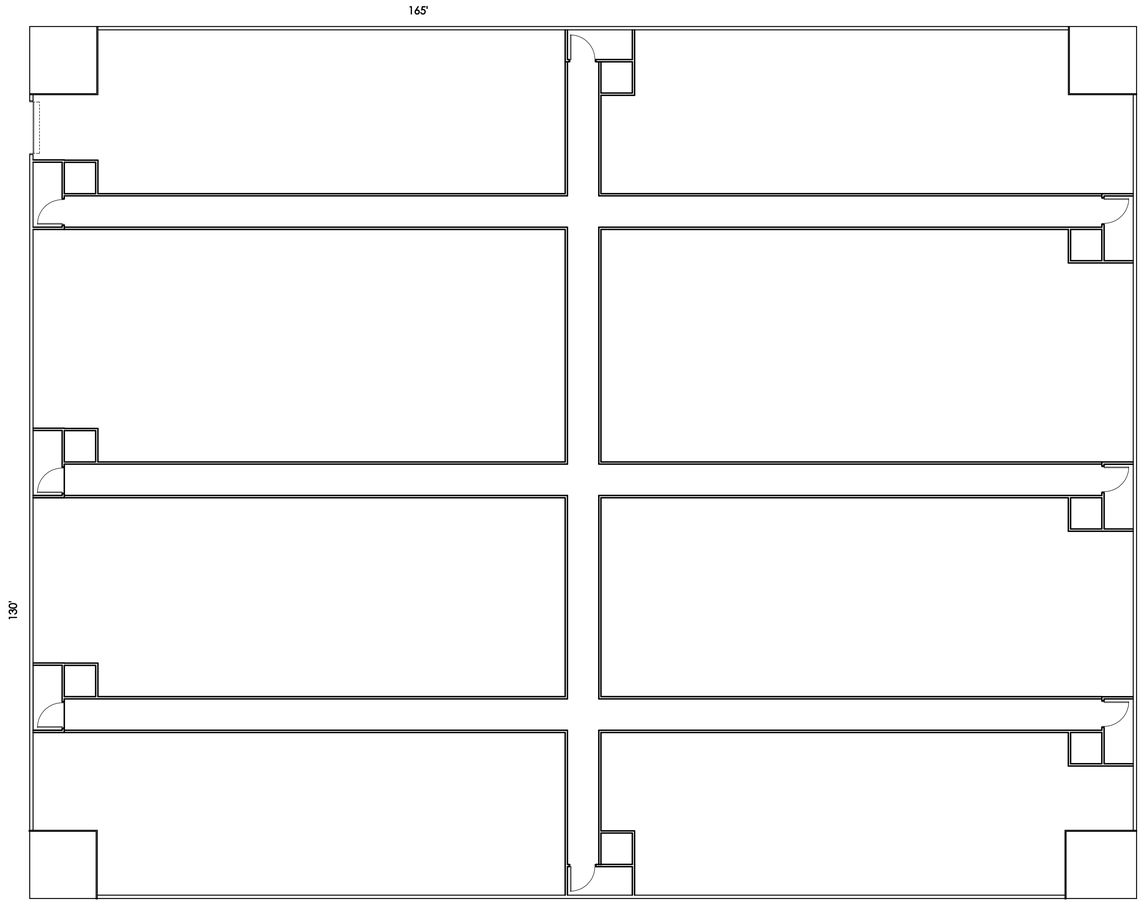
Scale: 1:10,316

Date: 7/7/2022 11:04 AM

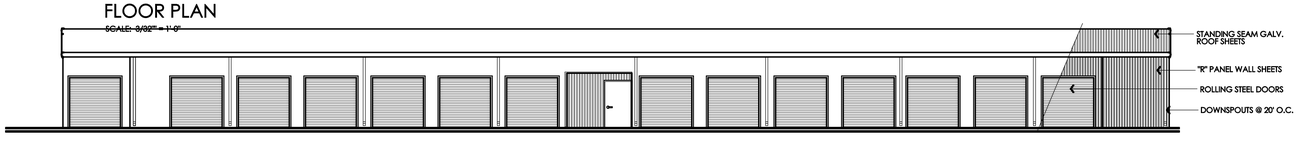
4312 TEXOMA PKWY





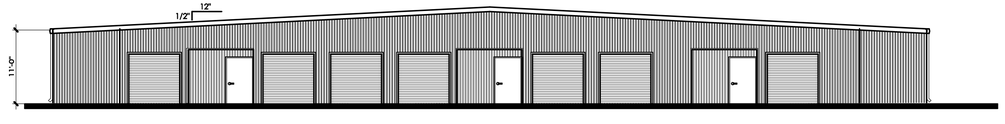
FLOOR PLAN

SCALE: 3/32"" = 1'-0"



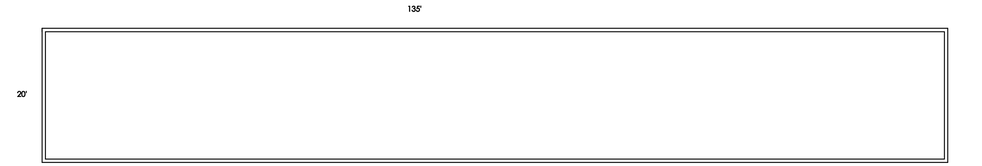
SOUTH ELEVATION (NORTH SIMILAR)

SCALE: 3/32" = 1'-0"



EAST ELEVATION (WEST SIMILAR)

SCALE: 3/32"" = 1'-0"



FLOOR PLAN BUILDING N

SCALE: 3/32"" = 1'-0"



WEST ELEVATION

SCALE: 3/32"" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32"" = 1'-0"

9/13/2022 11:27 AM T:\202122 MANDY STOR ADDITION\202122 floor plan.aec

A NEW SELF STORAGE FACILITY FOR

MANDY'S STORAGE

SHERMAN, TX

PRELIMINARY NOT FOR CONSTRUCTION

PROGRESS PRINT
NOT FOR USE IN REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

DATE: 8/23/2022

202122 PROJECT NO.

A-1 SHEET NO.

TATCHIO AND ASSOCIATES ARCHITECT • P.O. Box 2062 Sherman, Texas 75091 • (903) 893-8399 (903) 893-8308 FAX rodericktatchio@gmail.com


VIDEO SURVEILLANCE
(903) 892-8870
ON-SITE MANAGER
Mandy's
Mini-Storage
CLIMATE CONTROLLED




21-28
DOOR HOURS
7 AM - 9 PM
9-20
DOOR HOURS
7 AM - 9 PM
1-8
DOOR HOURS
7 AM - 9 PM





Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER AMENDMENT (SIGNS)

September 13, 2022

Christopher Edward Martin
4312 Texoma Pkwy
Sherman, TX 75091

Preston Trail Land Surveying
787 W FM 996
Pottsboro, TX 75076

RH2 Capital Partners
Rex Huddleston
PO Box 600628
Dallas, TX 75360

Tatchio & Associates Architect
PO Box 2062
Sherman, TX 75091

Dear Applicants,

The request for Variance under Ordinance No. Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 20 parking spaces for a Mini-Warehouse in lieu of the required 60 spaces, Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District and a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an Indoor Storage (Mini-warehouse) in a C-2 (General Commercial) District located at 4312 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission and the Board of Adjustment on Tuesday, September 20, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General commercial) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one space per 1,000 square foot, unless a variance is granted; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The maximum height of the building shall not exceed 35'. (*Chapter 14, Exhibit A, Sec. 6.7)*
6. The trash dumpster will need to be located inside the main building area.
7. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A specific use permit is an amendment to the district regulations of the zoning ordinance that

permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b))*

11. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
13. All non-conforming signs must be removed or made to conform with all ordinances of the City of Sherman. *(Chapter 14, Exhibit A, Sec. 7(6) and Sec. 7(14))*

Engineering:

14. Replat of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I))*
16. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
17. The location of the trash receptors must be approved by the Public Works Department.

It is the policy of this Planning and Zoning Commission and the Board of Adjustment 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

4312 TEXOMA PARKWAY

The request of Chris Martin (Owner), Rex Huddleston (Prospective Buyer), Tatchio and Associates Architects (Architect) and Preston Trail Land Surveying (Surveyor) concerning the property located at in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall, as follows:

Board of Adjustment

A. Variance under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 20 parking spaces for a Mini-Warehouse in lieu of the required 60 spaces in a C-2 (General Commercial) District.

Planning and Zoning Commission

B. Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Mini-Warehouse in a C-2 (General Commercial) District.
C. Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District.
D. Replat approval of Mandy's Addition.

Background:

The property is located at 4312 Texoma Parkway, the southwest corner of North Frisco Road and Texoma Parkway. The owner is requesting approval for a Specific Use Permit and Site Plan to allow a Self-Storage; a Zone Change from M-1 (Light Manufacturing) District to a C-2 (General Commercial) District; and a Variance for 20 parking spaces and Replat approval for Mandy's Addition.

The following has been approved for this location:

- December 12, 2000 - Specific Use Permit to allow living quarters in a C-2 (General Commercial) District
- June 11, 2002 - Variance to allow a 10' truck barrier with a 7' front setback in lieu of 25' required in a C-2 (General Commercial) District

- February 22, 2011 - Specific Use Permit to allow the conversion of the self service portion of an existing carwash into a Climate Controlled Storage Facility in an M-1 (Light Manufacturing) District
- May 17, 2016 - Site plan approval for an additional storage facility for Mandy's Mini Storage
- June 20, 2017 - Variance to allow a 6' wrought iron fence on the front property line along Texoma Parkway in lieu of the required 25' in a M-1 (Light Manufacturing) District.

Adjacent Zoning:

M-1 (Light Manufacturing) District
C-2 (General Commercial) District

Origination:

Chris Martin (Owner)
Rex Huddleston (Prospective Buyer)
Tatchio and Associates Architects (Architect)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

13

Objections Received:

0

Development Review Meeting:

Yes

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6536

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Cigar and Whiskey Lounge in a C-1 (Retail Business) District located at 120 South Crockett Street, being 3,801 square feet and being part of Lots 5 and 6, Block 4 of the Original Town Plat (Maurice Sowell and Ryan Chavez, Owner; Michael Smith, Tenant; and Helvey-Wagner Surveying, Inc, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider a Cigar and Whiskey Lounge in a C-1 (Retail Business) District located at 120 South Crockett Street, being 3,801 square feet and being part of Lots 5 and 6, Block 4 of the Original Town Plat (Maurice Sowell and Ryan Chavez, Owner; Michael Smith, Tenant; and Helvey-Wagner Surveying, Inc, Surveyor)

Background:

The property is located at 120 South Crockett Street between West Lamar and West Houston Streets and is zoned C-1 (Retail Business) District. The owner is requesting Specific Use Permit and Site Plan approval to allow an upscale Cigar and Whiskey Lounge for relaxation and casual networking.

Origination:

Maurice Sowell and Ryan Chavez (Owner)
Michael Smith (Tenant)
Helvey-Wagner Surveying, Inc (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6536
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Floor Plan
Elevations - Photos
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6536

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CIGAR AND WHISKEY LOUNGE IN A C-1 (RETAIL BUSINESS) DISTRICT LOCATED AT 120 SOUTH CROCKETT STREET, BEING 3,801 SQUARE FEET AND BEING PART OF LOTS 5 AND 6, BLOCK 4 OF THE ORIGINAL TOWN PLAT (MAURICE SOWELL AND RYAN CHAVEZ, OWNER; MICHAEL SMITH, TENANT; AND HELVEY-WAGNER SURVEYING, INC, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Maurice Sowell and Ryan Chavez (Owner), Michael Smith (Tenant) and Helvey-Wagner Surveying, Inc (Surveyor) concerning the property located at 120 South Crockett Street, being 3,801 square feet and being part of Lots 5 and 6, Block 4 of the Original Town Plat are granted a Specific Use Permit to allow a Cigar and Whiskey Lounge in a C-1 (Retail Business) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (General Commercial) District and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6 and Sec. 17).*

2. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
3. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
4. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (Chapter 14, Exhibit A, Sec. 8 (5)(b))
5. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
6. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

7. The property shall be developed and used in accordance with all City Ordinances and the Survey/Site Plan shown in **Exhibit A**.
8. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Michael Smith is the lessee of the Property.

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is

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

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October 2022.

ADOPTED on this the 17th day of October 2022.

EFFECTIVE DATE on this the 17th day of October 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

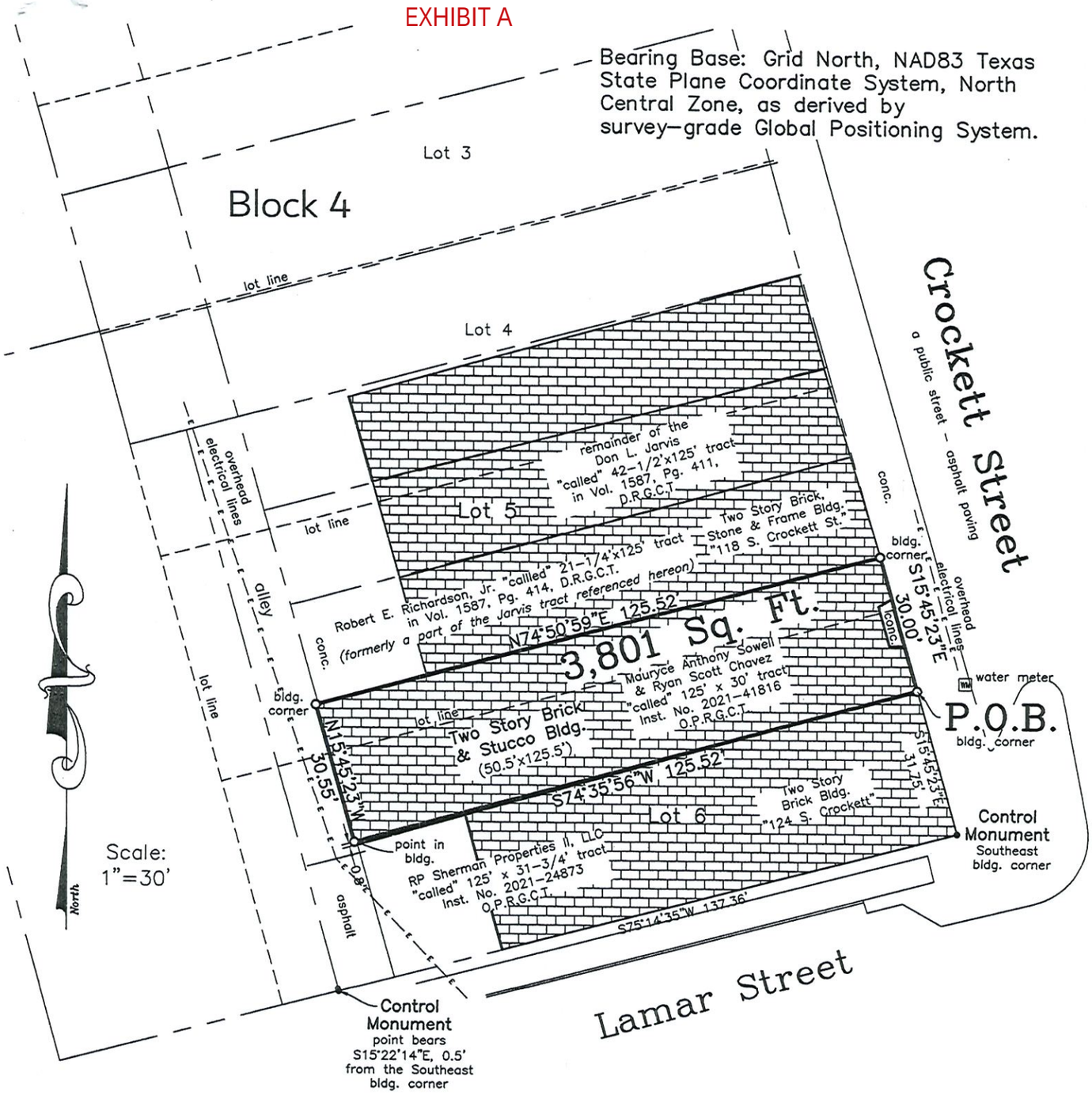
ATTEST:

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



Owner: Mauryce Anthony Sowell & Ryan Scott Chavez
Address: 120 S. Crockett Street Sherman, Texas

This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

Legal Description is as follows: Part of Lots 5 and 6, Block 4 of the Original Town Plat to the City of Sherman, Texas, as per plat of record in Volume "B", Page 1, Deed Records, Grayson County, Texas. Field Notes attached herewith.

Note: Survey was performed without the benefit of a title commitment.

Job No. AGS490822

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: August 25, 2022

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES
3,801 Sq. Ft.

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the J.B. McAnair Survey, Abstract No. 763 and being a part of Lots 5 and 6, Block 4 of the Original Town Plat to the City of Sherman, Texas, recorded in Volume "B", Page 1, Deed Records, Grayson County, Texas, being the same "called" 125 ft. by 30 ft. tract of land conveyed by Warranty Deed with Vendor's Lien from Bobbie Peterson Cate to Mauryce Anthony Sowell and Ryan Scott Chavez on December 8, 2021 and recorded in Inst. No. 2021-41816, Official Public Records, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a building corner in the West right-of-way line of Crockett Street, a public street, and the East line of said Lot 6, at the Northeast corner of the "called" 125 ft. by 31-3/4 ft. tract of land conveyed to RP Sherman Properties II, LLC, recorded in Inst. No. 2021-24873, said Official Public Records, and the Southeast corner of said Sowell and Chavez tract, **SAID** building corner bears North 15 deg. 45 min. 23 sec. West, 31.75 ft. from the Southeast corner of both building corner and said Lot 6;

THENCE South 74 deg. 35 min. 56 sec. East, over and across said Lot 6, with the North line of said RP Sherman Properties tract and the South line of said Sowell and Chavez tract, a distance of 125.52 ft. to a point in the building located at 120 S. Crockett Street, at the Northwest corner of said RP Sherman Properties tract and the Southwest corner of said Sowell and Chavez tract, in the East line of an apparent alley;

THENCE North 15 deg. 45 min. 23 sec. West, over and across said Lots 5 and 6, with the West line of said Sowell and Chavez tract, a distance of 30.55 ft. to the Northwest building corner of said 120 S. Crockett Street, at the Northwest corner of said Sowell and Chavez tract;

THENCE North 74 deg. 50 min. 59 sec. East, over and across said Lot 5, with the North line of said Sowell and Chavez tract, a distance of 125.52 ft. to a building corner in the West right-of-way line of said Crockett Street and the East line of said Lot 5, at the Southeast corner of the Robert E. Richardson, Jr. "called" 21-1/4 ft. by 125 ft. tract conveyed in Volume 1587, Page 414, said Deed Records and the Northeast corner of said Sowell and Chavez tract;

THENCE South 15 deg. 45 min. 23 sec. East, with the West right-of-way line of said Crockett Street and the East line of both said Lots 5, 6, and Sowell and Chavez tract, a distance of 30.00 ft. to the **PLACE OF BEGINNING** and containing **3,801 SQUARE FEET** of land.



Kate A. Wagner, R.P.L.S. No. 6578
August 25, 2022



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

120 S Crockett

N
W E
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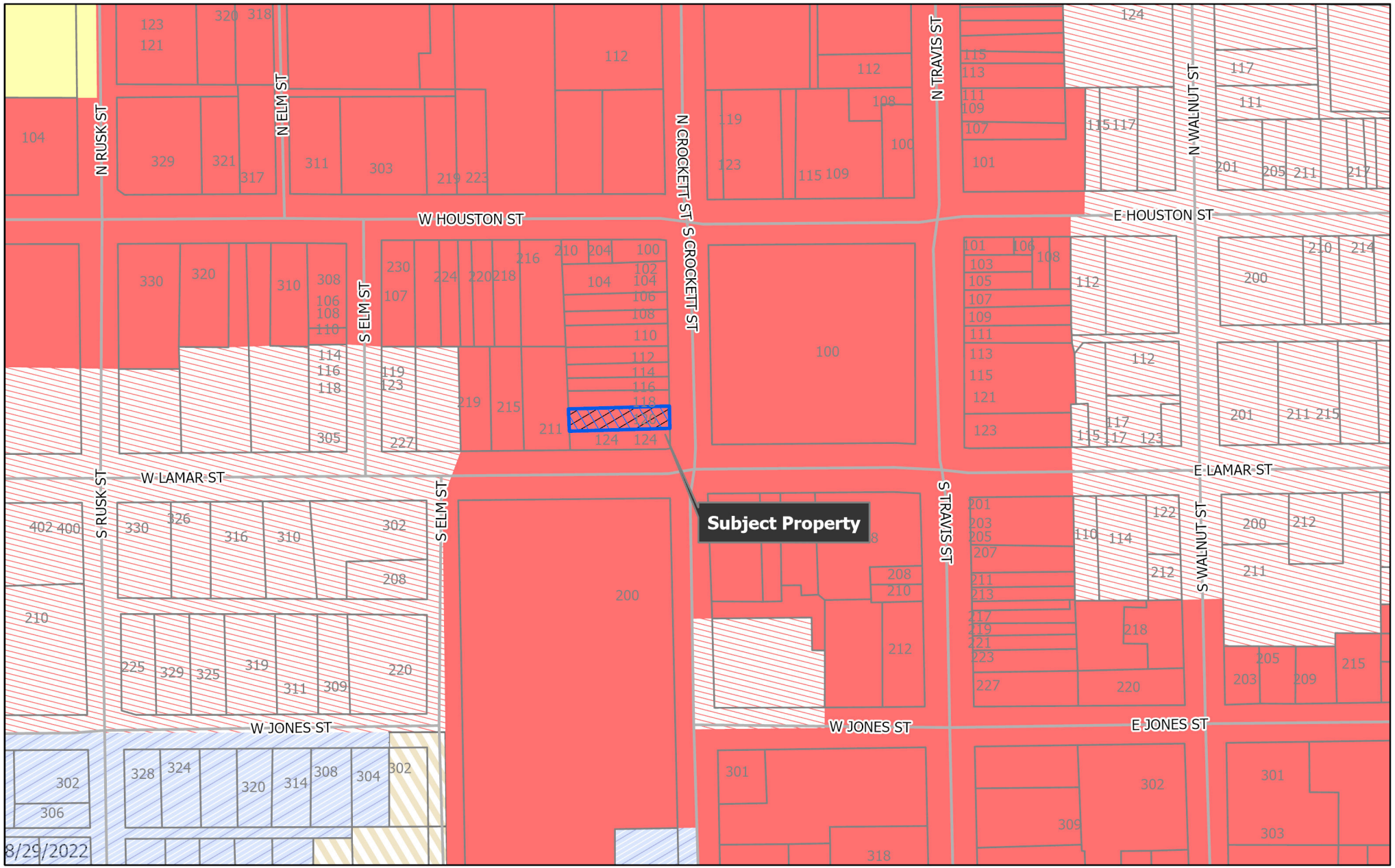
Date: 8/29/2022 8:17 AM

Scale: 1:2,463



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
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- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map

120 S Crockett

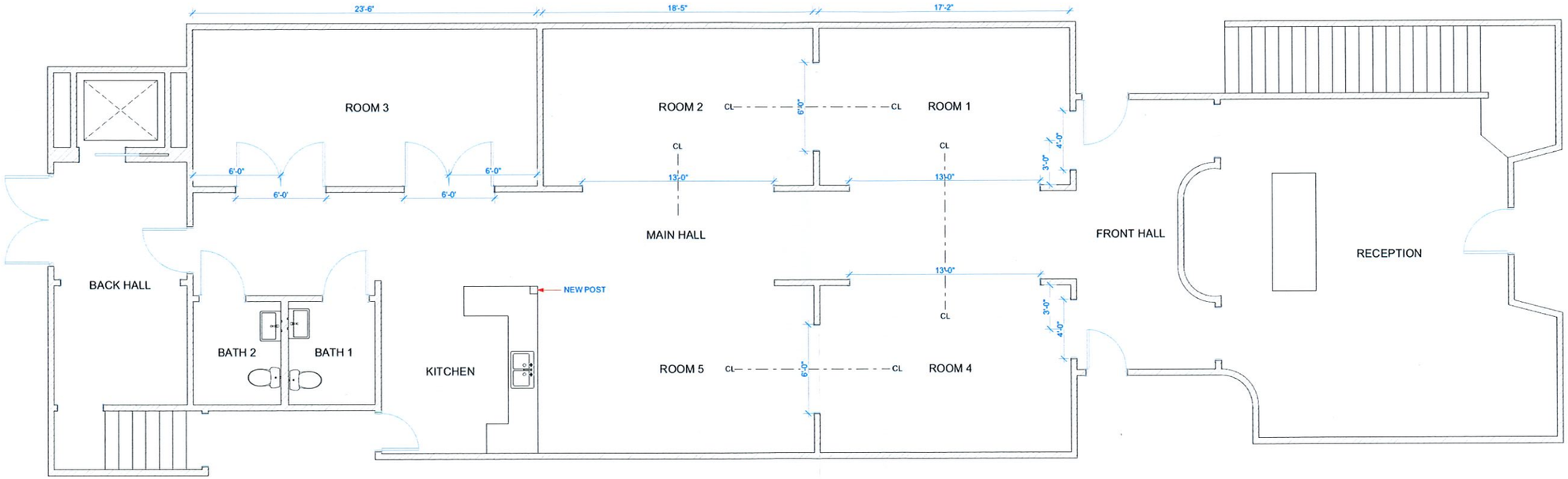
N W E S

Scale: 1:2,254

Date: 8/29/2022 8:17 AM

120 S CROCKETT





1
A-103

Proposed Plan

SCALE: 1/8" = 1'-0"

The information contained within this CAD file is provided for informational purposes only and as an aid in developing your own documents. Due to unknown current field conditions, and multiple-generational use of this document, it is recommended that any firm using this document should perform their own site survey to ensure accuracy.

CIGAR BAR PROJECT

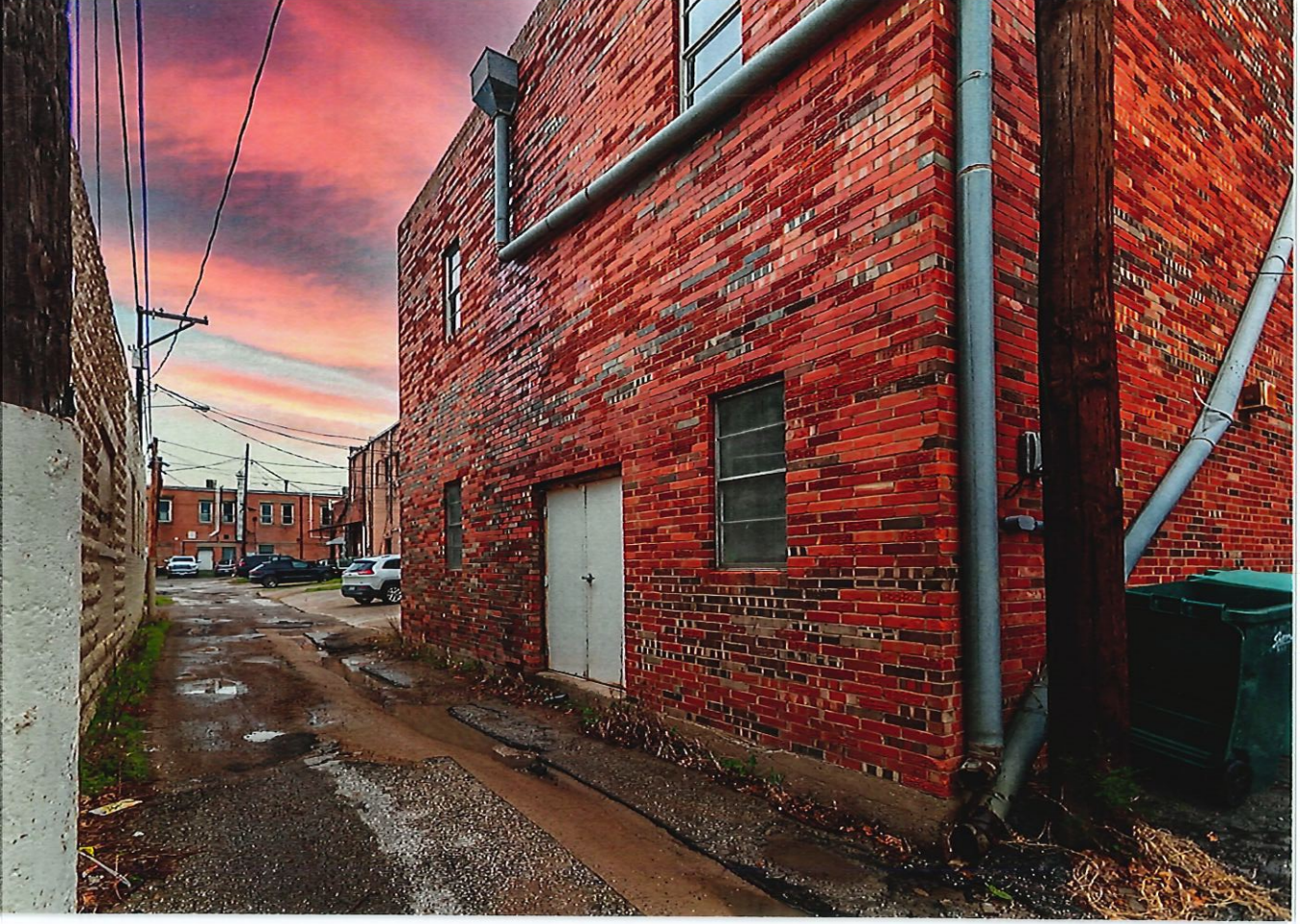
KRISTIN GRANGER DESIGNS, LLC

Proposed Plan
8/23/2022

Scale: 1/8" = 1'-0"

A-103







Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 13, 2022

Mauryce Sowell & Ryan Chavez
9636 Fire Log Ln
Dallas, TX 75243

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

Michael Smith
1018 E FM 902
Howe, TX 75459

Dear Applicants,

The request for a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Cigar and Whiskey Lounge in a C-1 (Retail Business) District located at 120 South Crockett Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 20, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (General Commercial) District and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6 and Sec. 17).*
2. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
3. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
4. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (Chapter 14, Exhibit A, Sec. 8 (5)(b))
5. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
6. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of the Planning and Zoning Commission 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, 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. 32.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

120 SOUTH CROCKETT STREET

The request of Maurice Sowell and Ryan Chavez (Owner), Michael Smith (Tenant) and Helvey-Wagner Surveying, Inc (Surveyor) concerning the property located at 120 South Crockett Street, being 3,801 square feet and being part of Lots 5 and 6, Block 4 of the Original Town Plat, as follows:

Planning and Zoning Commission

Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Cigar and Whiskey Lounge in a C-1 (Retail Business) District.

Background:

The property is located at 120 South Crockett Street between West Lamar and West Houston Streets and is zoned C-1 (Retail Business) District. The owner is requesting Specific Use Permit and Site Plan approval to allow an upscale Cigar and Whiskey Lounge for relaxation and casual networking.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Maurice Sowell and Ryan Chavez (Owner)
Michael Smith (Tenant)
Helvey-Wagner Surveying, Inc (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

21

Objections Received:
0

Development Review Meeting:
No

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 11.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6537

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Commercial Amusement Center in an M-1 (Light Manufacturing) District located at 1950 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763 (Interproperty Holdings, Owner and Ryan Lux, Tenant); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider a Commercial Amusement Center in an M-1 (Light Manufacturing) District located at 1950 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763 (Interproperty Holdings, Owner and Ryan Lux, Tenant)

Background:

The property is located at 1950 North Grand Avenue between Texoma Parkway and North Frisco Road and is zoned M-1 (Light Manufacturing) District. The owner is requesting a Specific Use Permit and Site Plan approval to allow Glitch's Arcade, a Commercial Amusement Center.

Glitch's Arcade will operate as a for-profit business in Sherman, Texas, engaging the community with excellence in entertainment by combining a nostalgic 1980's and 1990's atmosphere and an arcade gaming environment with great food and drinks.

Origination:

Interproperty Holdings (Owner)
Ryan Lux (Tenant)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6537
Exhibit A - Demised Premises & Deed
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Floor Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER IN AN M-1 (LIGHT MANUFACTURING) DISTRICT LOCATED AT 1950 NORTH GRAND AVENUE, BEING 5.73 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (INTERPROPERTY HOLDINGS, OWNER AND RYAN LUX, TENANT); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Interproperty Holdings (Owner) and Ryan Lux (Tenant) concerning the property located at 1950 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763, as shown in yellow on **Exhibit A – Demised Premises and Deed,** attached hereto, are granted a Specific Use Permit to allow a Commercial Amusement Center in an M-1 (Light Manufacturing) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property highlighted in yellow on **Exhibit A – Demised Premises and Deed**, attached hereto.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the M-1 (Light Manufacturing) District, the

Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.8; Sec. 7(14), Sec. 7(13) and Sec. 17).*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one space per 200 square foot; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (Chapter 14, Exhibit A, Sec. 8 (5)(b))
9. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

11. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal

prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October 2022.

ADOPTED on this the 17th day of October 2022.

EFFECTIVE DATE on this the 17th day of October 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

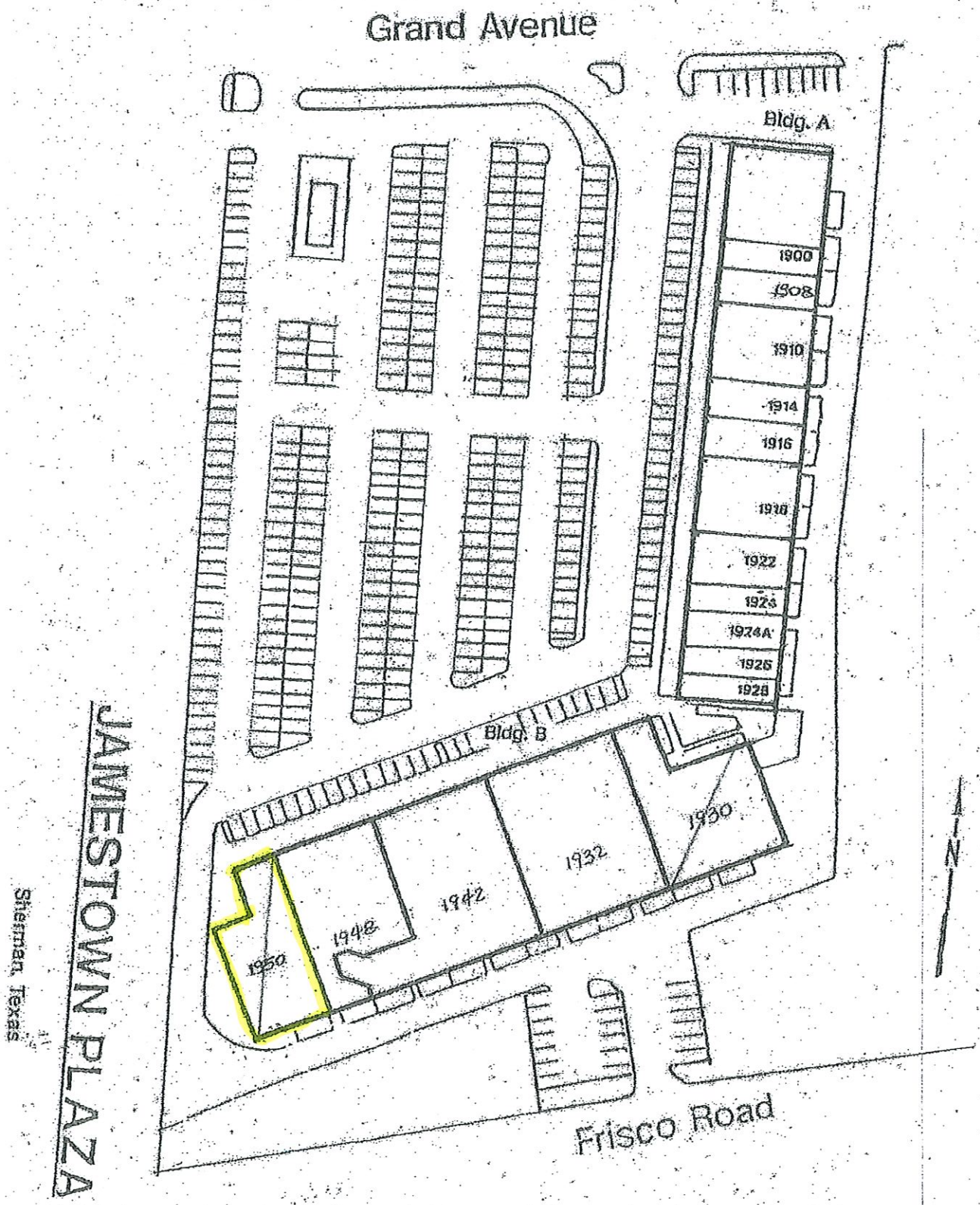
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

EXHIBIT "A"
DEMISED PREMISES



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VOL 2376 PAGE 227

WARRANTY DEED WITH VENDOR'S LIEN

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

That **JIMMIE C. EVANS**, Grantor, of Fannin County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of that one certain note of even date herewith for the remainder of the purchase price payable to the order of **JIMMIE C. EVANS**, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity and for attorneys fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to JERRY McGOWEN, Trustee, has **GRANTED, SOLD AND CONVEYED** and by these presents do **GRANT, SELL AND CONVEY** unto **INTERPROPERTY HOLDINGS, INC.**, Grantee, of the County of New York and State of New York, all of the following described real property in Grayson County, Texas, to-wit:

> All that certain tract or parcel of land situated in the City of Sherman, Grayson County, Texas, out of the J. B. McAnair Survey, Abstract No. 763, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is subject to, and there is hereby excepted from the warranties hereof, and the estate conveyed herein, any and all prior reservations, exceptions or conveyances of oil, gas and other mineral interests, as well as restrictions and easements of record or now in place over, under or across said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the **VENDOR'S LIEN**, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The payment of the ad valorem taxes is hereby assumed by Grantee.

EXECUTED this 7 day of January, 1995.

Jimmie C. Evans
JIMMIE C. EVANS

Grantee's Address:

INTERPROPERTY HOLDINGS, INC.
200 Rector Place, 18th Floor
New York, New York 10280

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

BEFORE ME, the undersigned authority on this day personally appeared JIMMIE C. EVANS, who executed the foregoing instrument and acknowledged to me that it was executed for the purposes and consideration therein expressed.

WITNESS MY HAND AND NOTARIAL SEAL, this 9 day of January, 1995.

JOYCE M. McGOWEN
NOTARY PUBLIC
STATE OF TEXAS
Commission Expires 6-18-97

Joyce M. McGowen
Notary Public, State of Texas

EXHIBIT A

From a survey of 5.73 acres of land in the City of Sherman, Grayson County, Texas, out of the J. B. McAnair Survey, Abstract No. 763, being all of Lot No. 4 of the Partition of the Roberts Estate as shown by plat of record in Volume 398 at page 43 of the Grayson County Deed Records, all of Lot 7 and Lot 8 of the J. S. Hefner's Division of 2.11 acres as shown by plat of record in Volume 345 at Page 188 of the Grayson County Deed Records, the same tract of land conveyed from Craft-Barnett Investments to Commodore Savings Association by deed recorded in Volume 1993, Page 367 of the Grayson County Deed Records, and being more particularly described as follows:

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

THENCE South 11 deg. 36 min. West with the East line of the Denny's tract, passing the Southeast corner of the Denny's tract and the Northeast corner of a called 2.807 acre tract of land conveyed to Sherman Motel Limited Partnership by deed recorded in Volume 1950 at Page 697 of the Grayson County Deed Records at 316.0 feet, and continuing for a total distance of 371.3 feet to an "X" found chiselled in a concrete drainage flume;

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

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

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

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

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

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

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

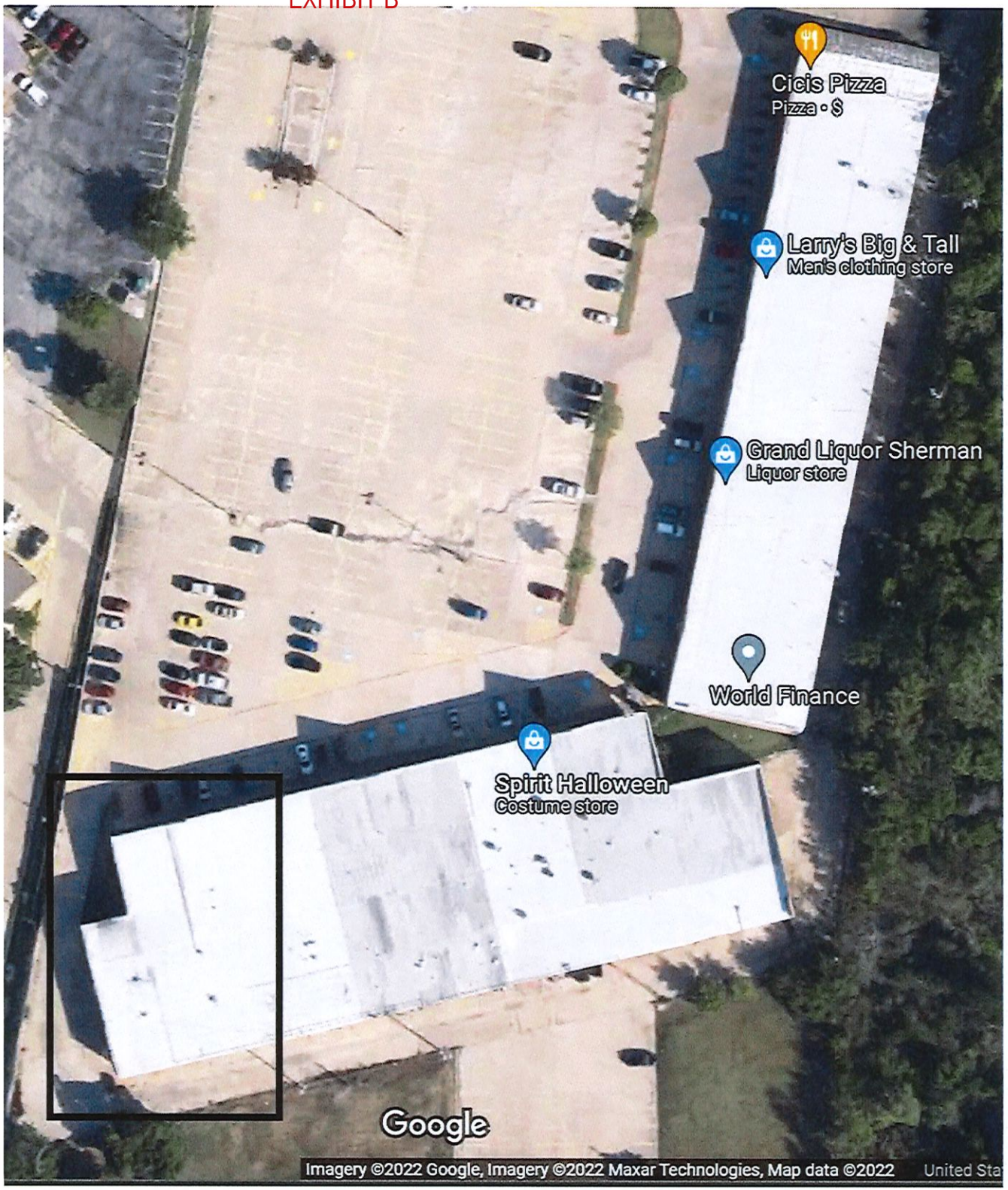
North 07 deg. 55 min. East, a distance of 184.5 feet to a found 1/2" iron rod;
North 12 deg. 48 min. East, a distance of 339.5 feet to a 1/2" iron rod found in the South right-of-way line of Grand Avenue at the Northwest corner of the R. R. & H. tract;

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

And all improvements now or hereafter situated thereon inclusive of all goods which are or are to become fixtures, now or hereafter located in and about such improvements, including, without limitation, all heating, air conditioning, ventilating, plumbing, electrical fixtures and wiring, replacements thereof and additions thereto, all of which Grantor represents and agrees are and will be a part of and affixed to said tract of land (the "Real Property").

Filed for record and recorded January 11, 1995 at _____ M.
Sara Jackson, County Clerk
By [signature] Deputy

EXHIBIT B


Cicis Pizza
Pizza • $
Larry's Big & Tall
Men's clothing store
Grand Liquor Sherman
Liquor store
World Finance
Spirit Halloween
Costume store
Google
Imagery ©2022 Google, Imagery ©2022 Maxar Technologies, Map data ©2022



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

8/26/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

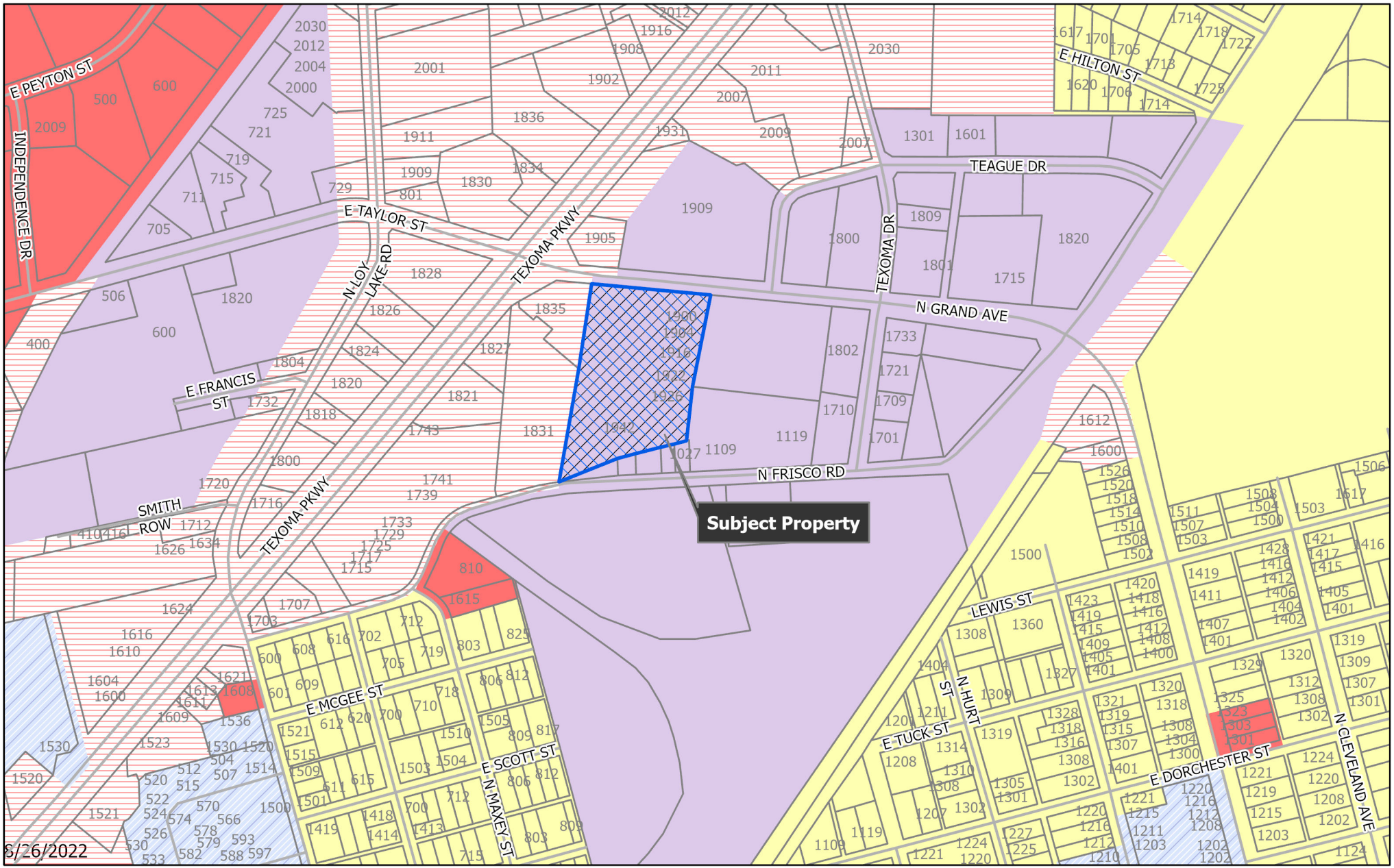
CITY OF SHERMAN

1950 N Grand

N
W E
S

Date: 8/25/2022 4:55 PM

Scale: 1:8,544



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map

1950 N Grand

N W E S

Scale: 1:5,502

Date: 8/25/2022 4:55 PM

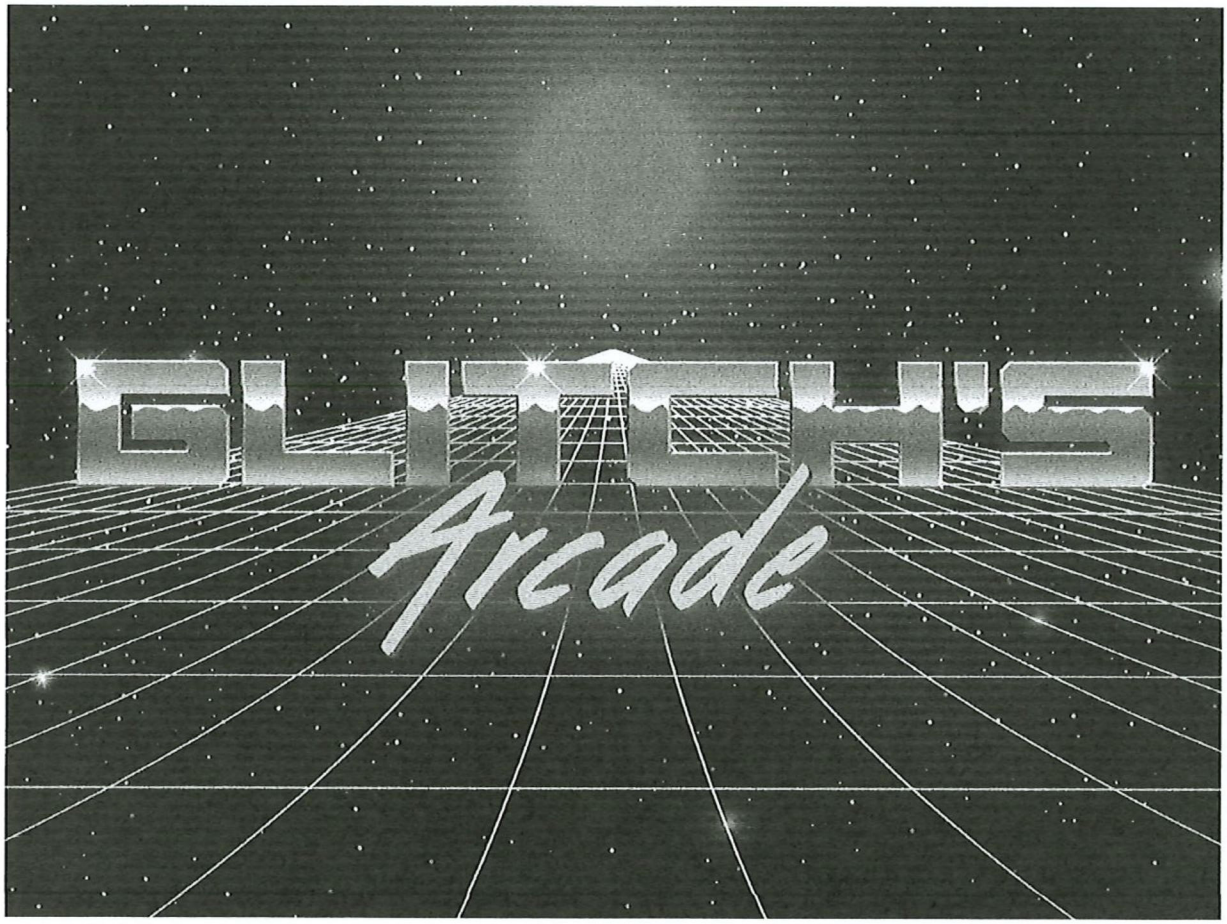
1950 N GRAND



Glitch's Arcade

Ryan Lux, Player 1

Sherman, TX
(903) 357-9106
www.glitchsarcade.com (under construction)



1 Business Overview

Glitch's Arcade will operate as a for profit business in Sherman, Texas, engaging the community with excellence in entertainment by combining a nostalgic 1980's and 90's atmosphere and arcade gaming environment with great food and drinks.

2 Target Market

According to the US Census, there are over 65,000 residents in the Sherman/Denison area. When combined with the surrounding communities, the population served reaches over 150,000 people. Given the retro feel Glitch's Arcade will provide, we anticipate our primary demographic to be adults, aged 25-50 years old, although we also anticipate customers of all age ranges. Using Census age data, we estimate roughly half of the area's population to be 25-50 years old, providing a primary customer base of approximately 75,000 people.

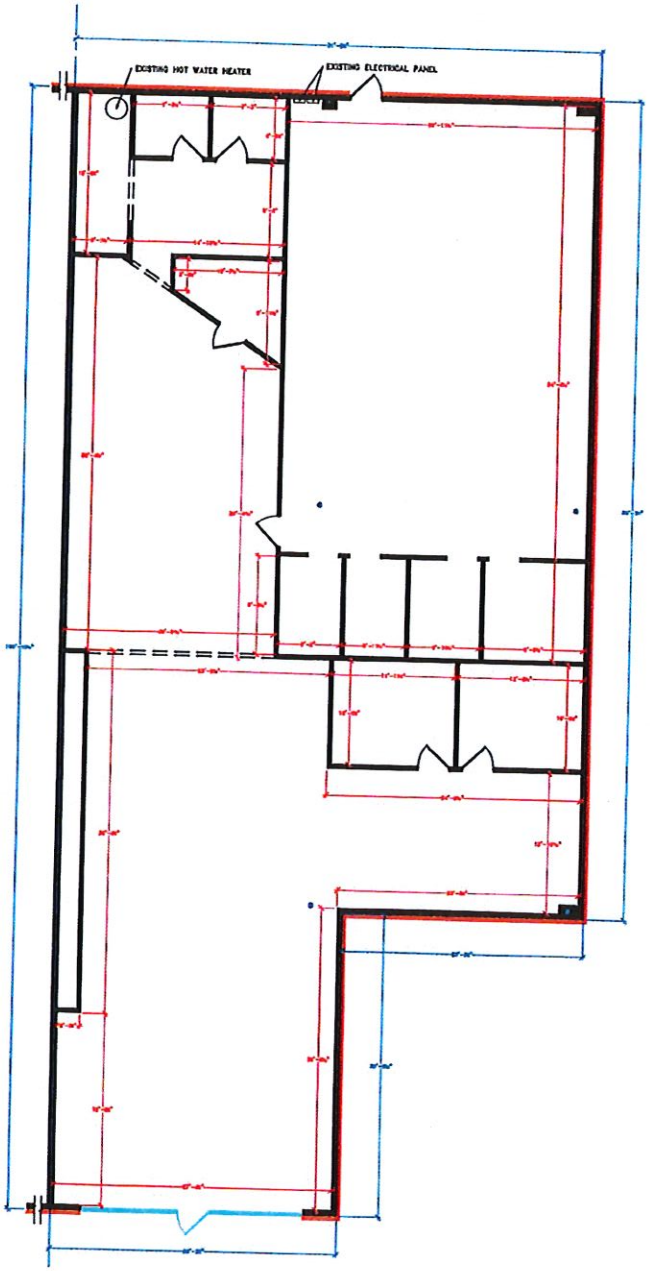
3 Management Team

Glitch's Arcade will be a Limited Liability Company solely owned by Ryan Lux. Ryan will serve as President and General Manager for the company. He has extensive experience in sales and marketing and has a proven track record in managing highly successful teams. He was a store manager and regional manager for Rent 1st, a rent to own company, and received several awards for top sales, top growth, and top profit in the company. His leadership and training also led to several of his assistant managers being promoted to run stores of their own. Ryan is veteran of the US Army and has instilled the characteristics he learned there into his business approach. He is a dedicated husband, father, and grandfather and is an active member of the Sherman community and his church.

4 Economic Impact

Glitch's Arcade will open with 3 full time employees and 4-5 part time employees. Full time employees will have a starting salary range or \$10-\$12, plus tips. Part time bar employees will start out at \$7.25 hourly plus tips. All other part time floor or kitchen employees will start at \$9.00 hourly. This projects to produce a total annual income, including benefits provided, of \$137,658.

1950 N Grand Ave, Sherman TX 75090



TENANT
WEST

WALL LEGEND

	EXISTING STOREFRONT GLAZING.
	EXISTING INTERIOR PARTITION WITH 5/8" GYPSUM BOARD.
	EXISTING EXTERIOR BRICK WALL.
	EXISTING STRUCTURAL STEEL COLUMN.

SCALE: 1/8" = 1'0"

4986.3810 SQFT



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 13, 2022

Interproperty Holdings
25 Highland Park Village #100-748
Dallas, TX 75205

Ryan Lux
2713 Rolling Hills Dr
Sherman, TX 75092

Dear Applicants,

The request for Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Commercial Amusement Center in an M-1 (Light Manufacturing) District located at 1950 North Grand Avenue has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 20, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the M-1 (Light Manufacturing) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.8; Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one space per 200 square foot; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. (Chapter 14, Exhibit A, Sec. 8 (5)(b))
9. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

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

It is the policy of this Planning and Zoning Commission 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 25.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

1950 NORTH GRAND AVENUE

The request of Interproperty Holdings (Owner) and Ryan Lux (Tenant) concerning the property located at 1950 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Commercial Amusement Center in an M-1 (Light Manufacturing) District.

Background:

The property is located at 1950 North Grand Avenue between Texoma Parkway and North Frisco Road and is zoned M-1 (Light Manufacturing) District. The owner is requesting a Specific Use Permit and Site Plan approval to allow Glitch's Arcade, a Commercial Amusement Center.

Glitch's Arcade will operate as a for-profit business in Sherman, Texas, engaging the community with excellence in entertainment by combining a nostalgic 1980's and 1990's atmosphere and an arcade gaming environment with great food and drinks.

Adjacent Zoning:

M-1 (Light Manufacturing) District
C-2 (General Commercial) District

Origination:

Interproperty Holdings (Owner)
Ryan Lux (Tenant)

Master Plan Designation:

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

Number of notices mailed:

11

Objections Received:

0

Development Review Meeting:

No

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 12.**

Meeting Date: 10/17/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6538
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located at 8100 South Highway 75, being Lot 2R, of the Replat of Lots 1 and 2, Davidson Addition consisting of 5.913 acres (Nalin Ratnaike, Owner; Joshua Holley, Holley Jolly Homes, LLC, Representative; 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

Issue:

To consider the request of Nalin Ratnaike (Owner), Joshua Holley, Holley Jolly Homes, LLC (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 8100 South Highway 75, being Lot 2R, of the Replat of Lots 1 and 2, Davidson Addition consisting of 5.913 acres for Zone Change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District

Background:

The property is located at 8100 South Highway 75 between East Shepherd and Ponderosa Roads. The owner is requesting a Zone Change and Site Plan approval from a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District to an R-2 (Multi-Family Residential) District/O-1 (75 & 82) Overlay District to build 5 duplexes on the property. In the future, once water and sewer are in closer proximity, they plan to expand with additional housing units.

Origination:

Nalin Ratnaike (Owner)
Joshua Holley, Holley Jolly Homes, LLC (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6538
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6538

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT LOCATED AT 8100 SOUTH HIGHWAY 75, BEING LOT 2R, OF THE REPLAT OF LOTS 1 AND 2, DAVIDSON ADDITION CONSISTING OF 5.913 ACRES (NALIN RATNAIKE, OWNER; JOSHUA HOLLEY, HOLLEY JOLLY HOMES, LLC, REPRESENTATIVE; 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; 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, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located at 8100 South Highway 75, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October 2022.

ADOPTED on this the 17th day of October 2022.

EFFECTIVE DATE on this the 17th day of October 2022.

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

JOB NO. 22050495
FW: HC — DFT: JP

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

105.84 AC
DOSTI PARTNERS LLC
DOC. NO. 2021-43374
O.P.R.G.C.T.

BENJAMIN LINDSAY SURVEY
ABSTRACT NO. 733

SCALE
1" = 100'

N 89°12'45" E 616.14'

15' UTILITY EASEMENT

GRAVEL ROAD

LOT 1R

20' UTILITY EASEMENT

N 01°01'27" W 335.27'

LOT 2R

5.913
ACRES

15' UTILITY EASEMENT

S 15°40'33" W 241.96'

SHEPHERD ROAD

HIGHWAY 75 ACCESS ROAD

N 10°14'23" E
61.08'

N 89°25'29" E 599.57'

AEROBIC SPRINKLERS

30' UTILITY EASEMENT

L=171.47'
R=3008.16'
CB=S 14°00'52" W
CL=171.45'

S 89°27'33" W 1113.64'

LOT 1

LOT 2

CEDAR LAKE ADDITION
TO THE CITY OF SHERMAN, TEXAS
VOL. 16, PG. 80
P.R.G.C.T.

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 13th day of June 2022, a survey was made on the ground of the property shown hereon, described as Lot 2R, of the Replat of Lots 1 and 2, Davidson Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Document Number 2019-55, of the Plat Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- PP POWER POLE
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- OHE — OHE — OVERHEAD ELECTRIC LINE

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

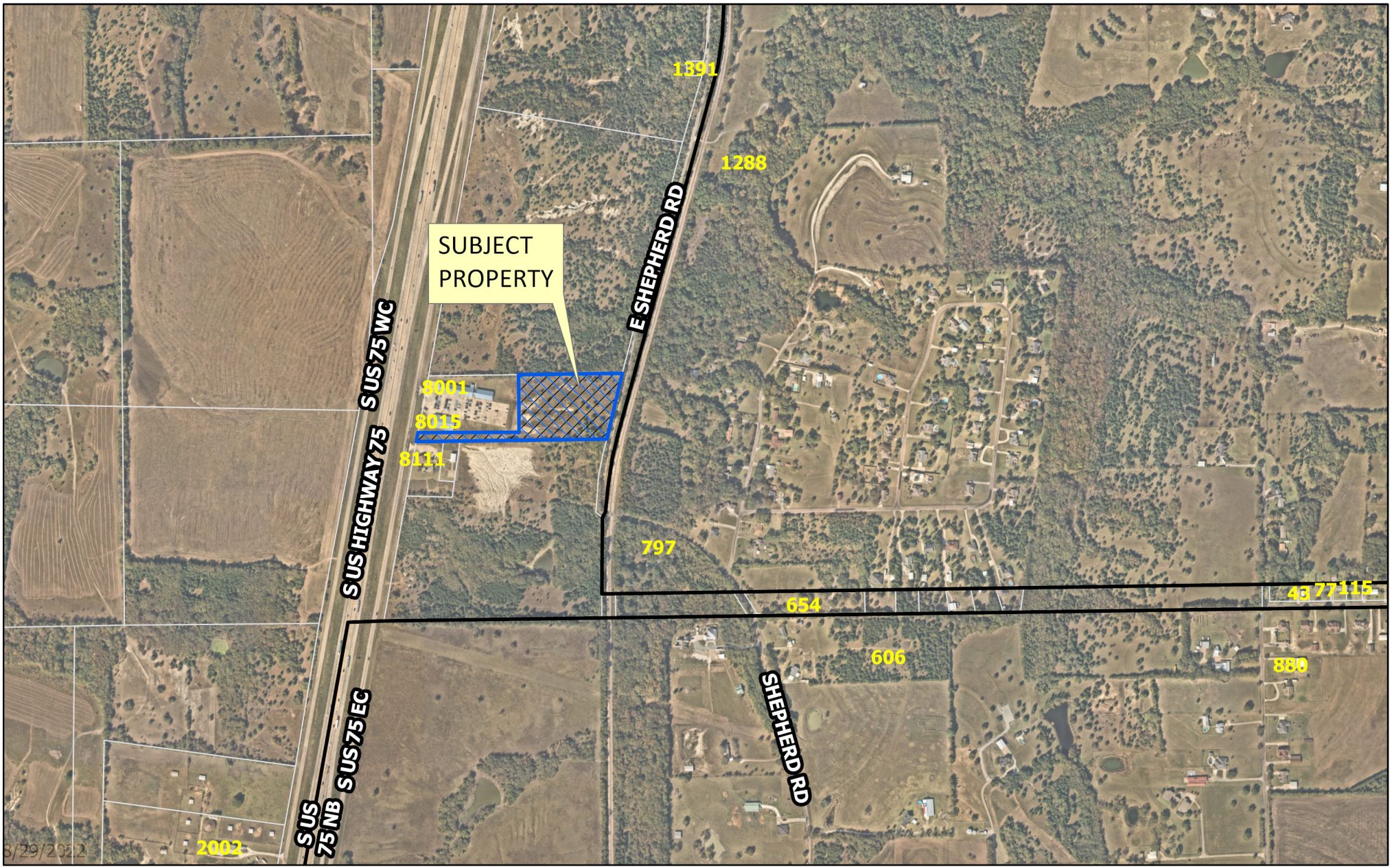
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright ©2022
Underwood Drafting & Surveying, Inc.
All rights reserved.

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



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

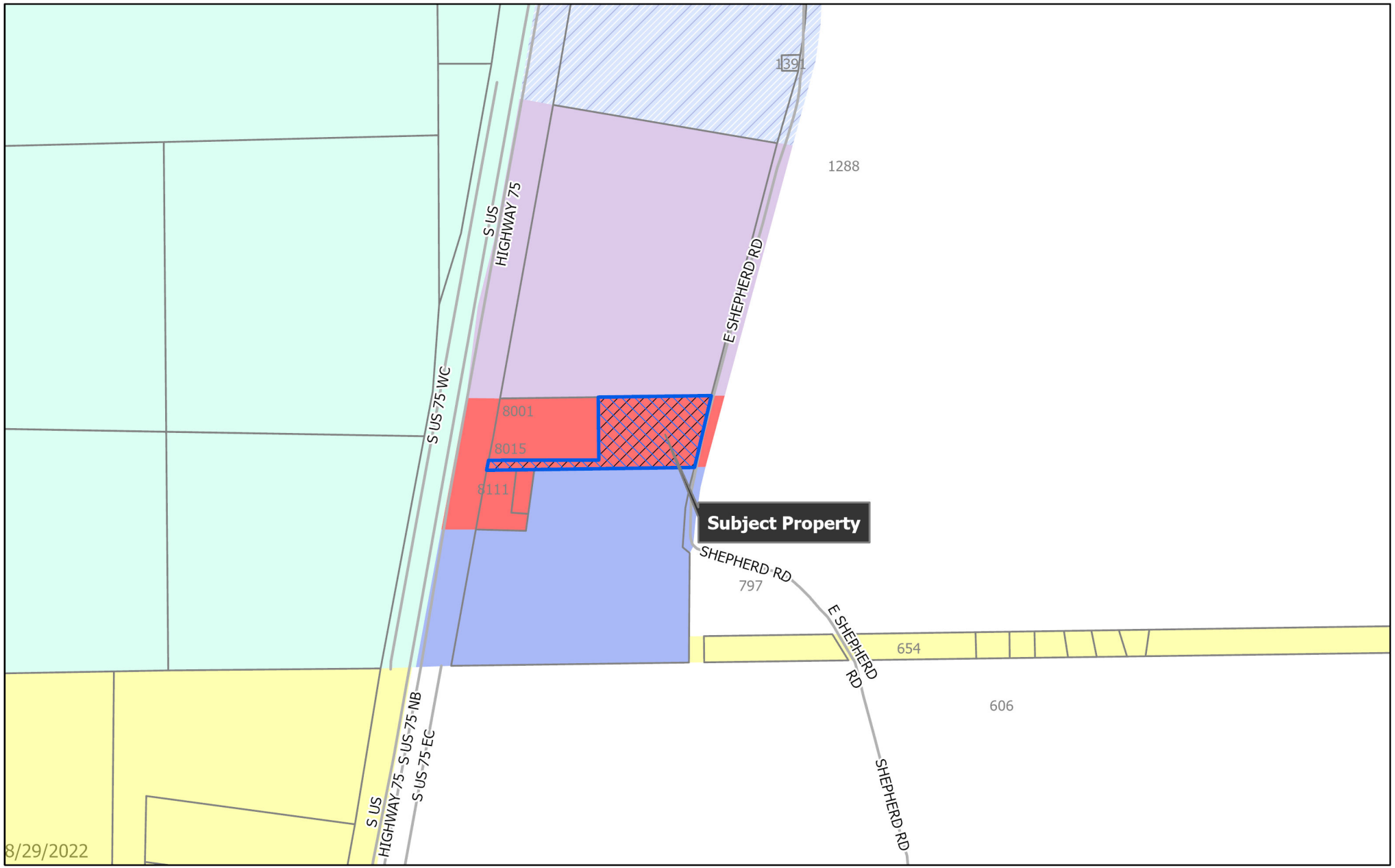
CITY OF SHERMAN

Property ID 402598

N
W E
S

Date: 8/29/2022 8:17 AM

Scale: 1:9,394



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map

Property ID 402598

N W E S

Scale: 1:8,597

Date: 8/29/2022 8:17 AM

8100 S HWY 75

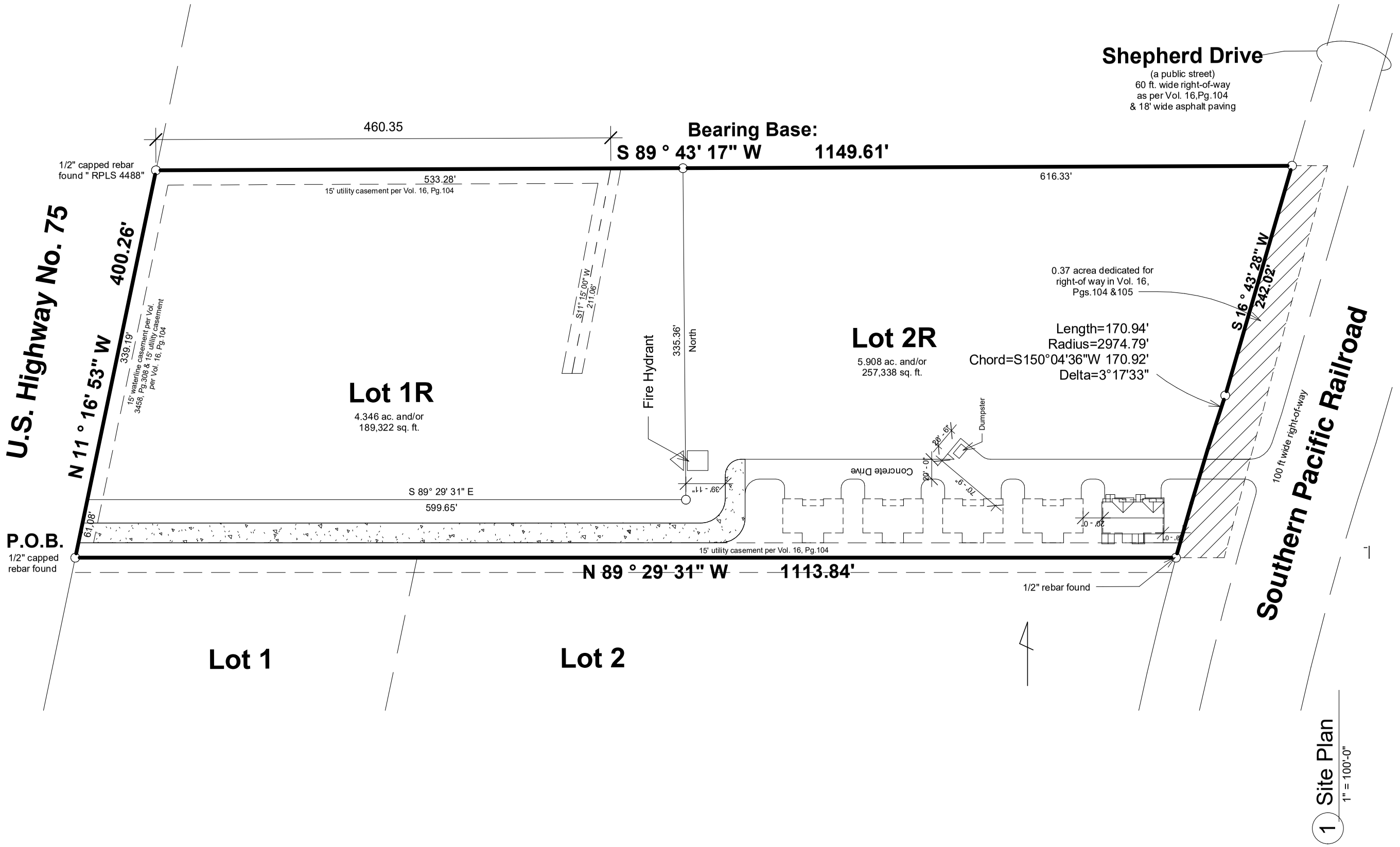

ZONING
REQUESTED
AT THIS LOCATION
ADDITIONAL
INFORMATION
903-892-7229

PROJECT NARRATIVE

THURSTAN 100 LLC, OWNED BY NALIN RATNAIKE, HAS BEEN BUILDING QUALITY HOUSING IN SHERMAN AND GRAYSON COUNTY FOR THE PAST TEN YEARS. WE ARE REQUESTING A DOWNZONING FROM RETAIL TO MULTIFAMILY. BASED ON OUR OBSERVATIONS MORE QUALITY MULTI-FAMILY PROPERTIES ARE NEEDED IN THE CITY OF SHERMAN. WE PLAN TO BUILD 5 DUPLEXES ON THE PROPERTY AND IN THE FUTURE ONCE WATER AND SEWER ARE IN CLOSER PROXIMITY EXPAND WITH ADDITIONAL HOUSING UNITS. WE HAVE ATTACHED THE FLOORPLANS OF THE UNITS WE PLAN TO BUILD. WE LOOK FORWARD TO WORKING WITH YOU AND HOPE TO BE ABLE TO CONTINUE TO PROVIDE THE CITIZENS ON SHERMAN WITH QUALITY HOUSING OPTIONS.

SINCERELY,

NALIN RATNAIKE
CEO
THURSTAN 100 LLC



HOLLEY JOLLY HOMES,LLC

HOLLEY JOLLY HOMES,LLC

JOB# :

LOT# : Lot 17 BLOCK 1

Subdivision: 121 MAJORS

ADDRESS : 152 Magnolia Dr, Van Alstyne, TX 75495

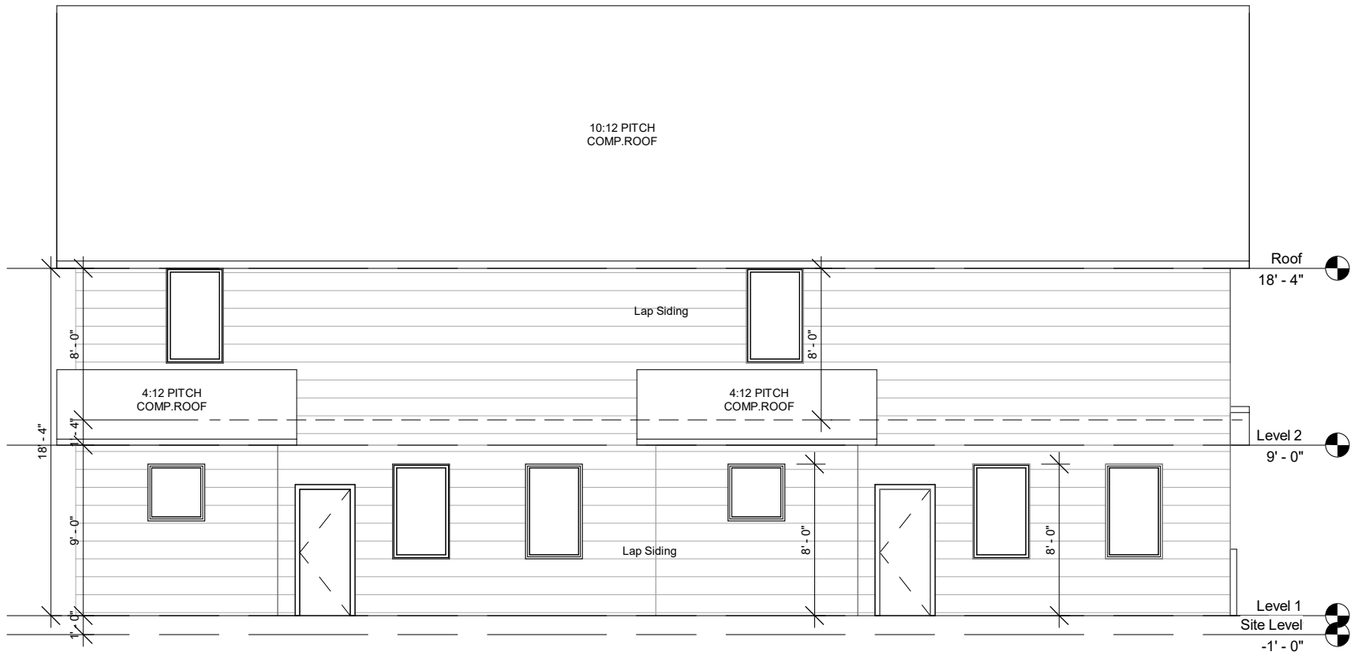
PLAN # / ORIENTATION

SERIES NAME :
HJC

PLAN NAME :
HJC280022

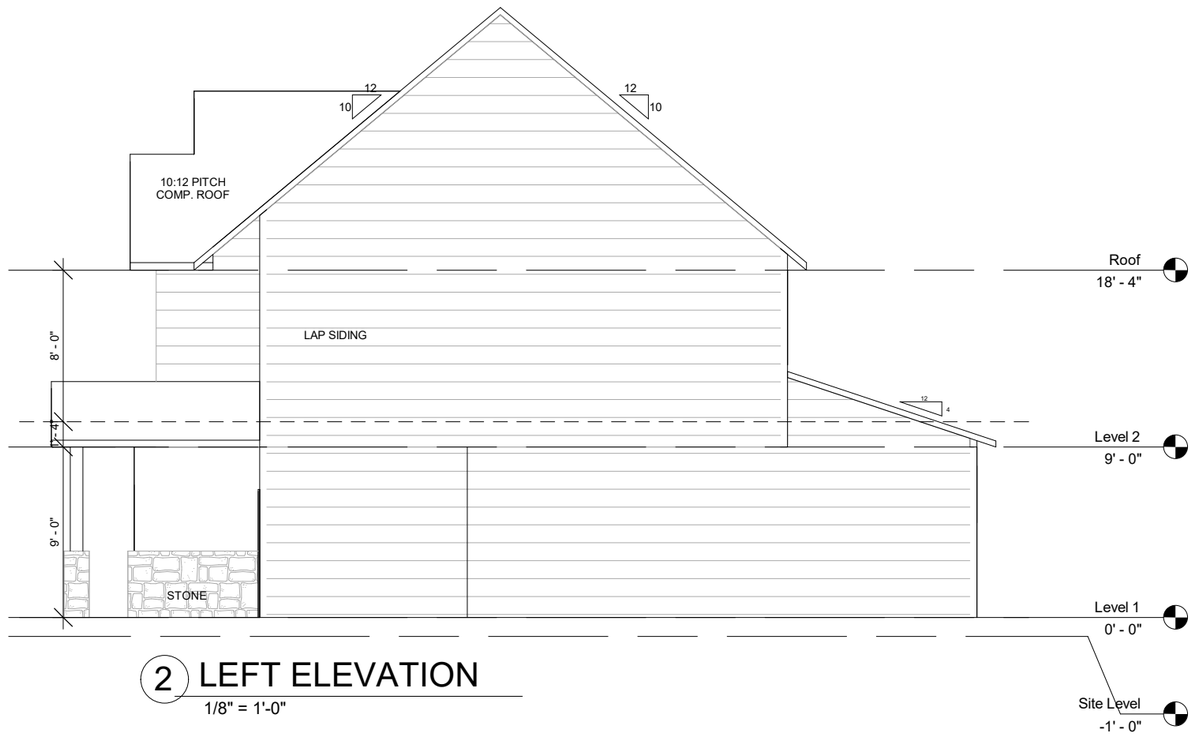
LAST REVISION DATE
1/29/2022

SHEET#
S1



1 REAR ELEVATION

1/8" = 1'-0"



2 LEFT ELEVATION

1/8" = 1'-0"

ELEVATION GENERAL NOTES

1. FOR ALL 4:12 PITCH, OR LESS. PROVIDE ICE AND WATER SHIELD OYT

WINDOW PLACEMENT, ROOF LIN AND PORCHES MAY VARY BY ELEVATION. SQUARE FOOTAGE AND ROOM DIMENSIONS ARE APPROXIMATE. VARIANCES IN SQUARE FOOTAGE MAY OCCUR IN DIFFERENT ELEVATIONS OR WHEN DIFFERENT EXTERIOR MATERIALS ARE USED. PLANS, SPECIFICATIONS AND SPECIAL FEATURES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
@ AIS DESIGNS CO
THESE PLANS AND SPECIFICATIONS ARE COPYRIGHTED AND MAY NOT BE USED WITHOUT THE EXPRESSED WRITTEN CONSENT OF AIS DESIGNS CO

HOLLEY JOLLY HOMES,LLC

HOLLEY JOLLY HOMES,LLC

Rear and Left Elevation

JOB# :

LOT# : Lot 17 BLOCK 1

Subdivision: 121 MAJORS

ADDRESS : 152 Magnolia Dr, Van Alstyne, TX 75495

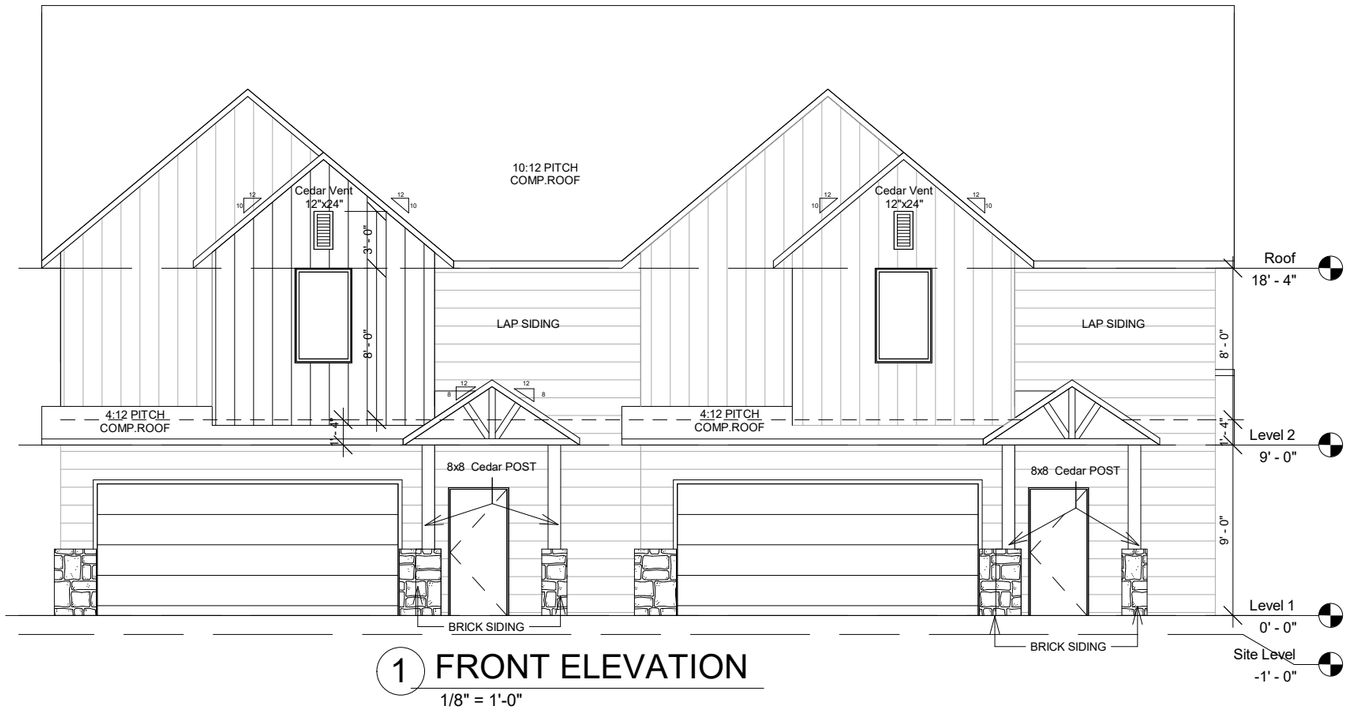
PLAN # / ORIENTATION

SERIES NAME :
HJC

PLAN NAME :
HJC280022

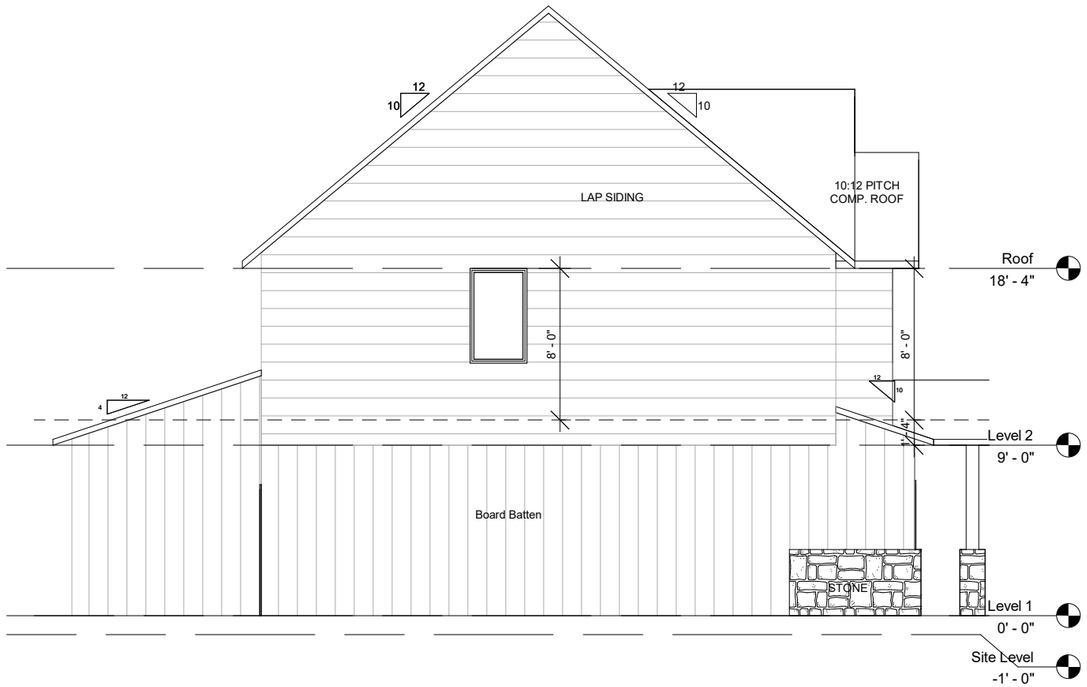
LAST REVISION DATE
1/29/2022

SHEET#
ELV01



1 FRONT ELEVATION

1/8" = 1'-0"



2 RIGHT ELEVATION

1/8" = 1'-0"

ELEVATION GENERAL NOTES

1. FOR ALL 4:12 PITCH, OR LESS. PROVIDE ICE AND WATER SHIELD OYT

WINDOW PLACEMENT, ROOF LIN AND PORCHES MAY VARY BY ELEVATION. SQUARE FOOTAGE AND ROOM DIMENSIONS ARE APPROXIMATE. VARIANCES IN SQUARE FOOTAGE MAY OCCUR IN DIFFERENT ELEVATIONS OR WHEN DIFFERENT EXTERIOR MATERIALS ARE USED. PLANS, SPECIFICATIONS AND SPECIAL FEATURES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
@ AIS DESIGNS CO
THESE PLANS AND SPECIFICATIONS ARE COPYRIGHTED AND MAY NOT BE USED WITHOUT THE EXPRESSED WRITTEN CONSENT OF AIS DESIGNS CO

HOLLEY JOLLY HOMES,LLC

HOLLEY JOLLY HOMES,LLC

Front and Right Elevation

JOB# :

LOT# : Lot 17 BLOCK 1

Subdivision: 121 MAJORS

ADDRESS : 152 Magnolia Dr, Van Alstyne, TX 75495

PLAN # / ORIENTATION

SERIES NAME :
HJC

PLAN NAME :
HJC280022

LAST REVISION DATE
1/29/2022

SHEET#
ELV02

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 13, 2022

Nalin Ratnaike
Unit 5, 52 Townshend St
Phillip, ACT 2606

Underwood Drafting & Surveying Inc
3404 Interurban Rd
Denison, TX 75021

Josh Holley
3348 W Stafford St
Denison, TX 75020

Dear Applicants,

The request for a Zone Change and Site Plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District located at 8100 South Highway 75 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 20, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *Code of Ordinances Chapter 3.02(c)*
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b))*
5. All finishes shall be masonry, masonry veneer, or concrete siding. *(Chapter 14, Exhibit A, Section 6.13.1)*
6. The trash dumpster is required to be located inside the main building area and screened. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. *(Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)).*
8. A minimum six (6) foot masonry or wrought iron, with masonry columns, perimeter fence shall be provided to surround multi-family development. The masonry columns shall be separated at 24 feet on the portion of the development facing public streets, and 32 feet on all other portions of the development. A minimum six (6) foot solid screening device shall be provided where a multi-family development (R-2), commercial development (C-0, C-1, or C- 2), or a manufacturing development

(M-1, M-1.5, M-2) is adjacent to a single-family district (R-A, SF-1, or R-1). *(Chapter 14, Exhibit A, Section 7, Subsection 13(d))*

9. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b)*
10. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
11. Landscaping is required that is 10 percent of the parking areas and drives in the parking area and of that 10 percent, 40 percent is required to be used as landscaped islands. *(Chapter 14, Exhibit A, Section 17(2)(a))*
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

14. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
15. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
16. Fire Lane of 24' minimum in width is required. *(Code of Ordinances Chapter 3.02(c))*
17. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
18. The location of the trash receptors must be approved by the Public Works Department.

It is the policy of the Planning and Zoning Commission 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 31.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

8100 SOUTH HIGHWAY 75

The request of Nalin Ratnaike (Owner), Joshua Holley, Holley Jolly Homes, LLC (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 8100 South Highway 75, being Lot 2R, of the Replat of Lots 1 and 2, Davidson Addition consisting of 5.913 acres, as follows:

Planning and Zoning Commission

Zone Change and Site Plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District to an R-2 (Multi-Family Residential) District/O-1 (75 & 82) Overlay District.

Background:

The property is located at 8100 South Highway 75 between East Shepherd and Ponderosa Roads. The owner is requesting a Zone Change and Site Plan approval from a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District to an R-2 (Multi-Family Residential) District/O-1 (75 & 82) Overlay District to build 5 duplexes on the property. In the future, once water and sewer are in closer proximity, they plan to expand with additional housing units.

Adjacent Zoning:

C-1 (Retail Business) District
M-1 (Light Manufacturing) District
M-1.5 (Medium Manufacturing) District

Origination:

Nalin Ratnaike (Owner)
Joshua Holley, Holley Jolly Homes, LLC (Representative)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

4

Objections Received:

0

Development Review Meeting:

Yes

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 13.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6539

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Vape Shop in a C-2 (General Commercial) District located at 2700 Texoma Parkway, Suite B, being 0.982 in the Rueben Hendrix Survey, Abstract No. 504 (Double Tree Properties LP, Owner; Kevin Talbert, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider a Vape Shop in a C-2 (General Commercial) District located at 2700 Texoma Parkway, Suite B, being 0.982 in the Rueben Hendrix Survey, Abstract No. 504 (Double Tree Properties LP, Owner; Kevin Talbert, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor)

Background:

The property is located at 2700 Texoma Parkway, Suite B, the northwest intersection of Highway 82 and Texoma Parkway . The owner is requesting a Specific Use Permit to allow a Vape Shop in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

The goal of Area 42 is to bring reliable, quality and flavorful tobacco alternatives to the residents of Sherman, Texas. They also intend to provide a market that has been largely unserviced; pop culture collectibles, games, etc. The applicant said the establishment will maintain a policy of 18 years old and up on site to keep children safe and peace of mind for their patrons.

The following has been approved for 2700 Texoma Parkway:

- January 8, 1980 - Variance to allow a 18' setback in lieu of 25'
- October 14, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 8, 2005 - Specific Use Permit to allow the operation of a private club and commercial amusement center in C-1 (Retail Business) District and O-1 (75-82 Overlay) District

Origination:

Double Tree Properties LP (Owner)
Kevin Talbert (Tenant/Representative)
Helvey-Wagner Surveying Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6539
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Floor Plan
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A VAPE SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 2700 TEXOMA PARKWAY, SUITE B, BEING 0.982 ACRES IN THE RUEBEN HENDRIX SURVEY, ABSTRACT NO. 504 (DOUBLE TREE PROPERTIES LP, OWNER; KEVIN TALBERT, TENANT/REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Double Tree Properties LP (Owner), Kevin Talbert (Tenant/Representative) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 2700 Texoma Parkway, Suite B, being 0.982 acres in the Rueben Hendrix Survey, Abstract No. 504, as shown in yellow on Exhibit A, attached hereto, are granted a Specific Use Permit to allow a Vape in a C-2 (General Commercial) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property highlighted in yellow on **Exhibit A-Survey**, attached hereto.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General commercial) District/O-1 (75

& 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 6.13.1; Sec. 7(14), Sec. 7(13) and Sec. 17)*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. Parking shall be provided for one space per 200 square feet of gross floor area. *(Chapter 14, Exhibit A, 8(5)(a))*
7. Sale of electronic cigarettes or e-cigarettes or liquid nicotine to persons younger than 18 years of age is prohibited; proof of age required.
8. Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to another person who intends to deliver it to someone who is younger than 18 years of age is prohibited.
9. Vendor assisted sales required; self-service merchandising prohibited.
10. The facility or business shall not be open to persons younger than 18 years of age unless a parent or guardian is present.
11. Must comply with the City of Sherman Smoking Ordinance *(Chapter 8.06)*
12. Hours of operation must comply with all City of Sherman Ordinances.
13. The property must be properly maintained in a state of good repair and neat appearance.
14. Signs with flashing, blinking or traveling lights shall have lightbulbs which do not exceed sixty (60) watts each. Such lightbulbs shall be frosted. *(Chapter 14, Exhibit A, Sec. 7(14)(B)(8))*
15. Digital signs shall have a maximum transition time between messages of two (2) seconds. The minimum duration of the message display shall be eight (8) seconds. Brightness shall be no more than 0.3 foot-candles over ambient light. Automatic dimming is required. The brightness measurement shall be taken utilizing a Foot-candle meter at 200' measured perpendicular to the face of the digital sign. *(Chapter 14, Exhibit A, Sec. 7(14)(b)(10))*
16. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
17. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
18. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
19. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
20. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
21. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

22. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
23. Vape Shop Definition:

    Vape/Smoke Shop: A retail establishment that is dedicated, in whole or in part, to the smoking of tobacco, electronic vaping devices or other similar substances and includes any establishment that allows either the payment of consideration by a customer to the establishment for on-site delivery of tobacco, tobacco accessories, electronic vaping devices, vapor accessories or similar substances and products to the customer; and, the onsite smoking of such. This definition shall be construed to include establishments known variously as retail tobacco stores, tobacco product shops, vapor shops, and similar establishments, but shall not include an establishment which derives more than 50 percent of its gross revenue from food, beverage, or gasoline fuel sales.

24. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Kevin Talbert is the lessee of the Property.

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of October, 2022.

ADOPTED on this the 17th day of October, 2022.

EFFECTIVE DATE on this the 17th day of October, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

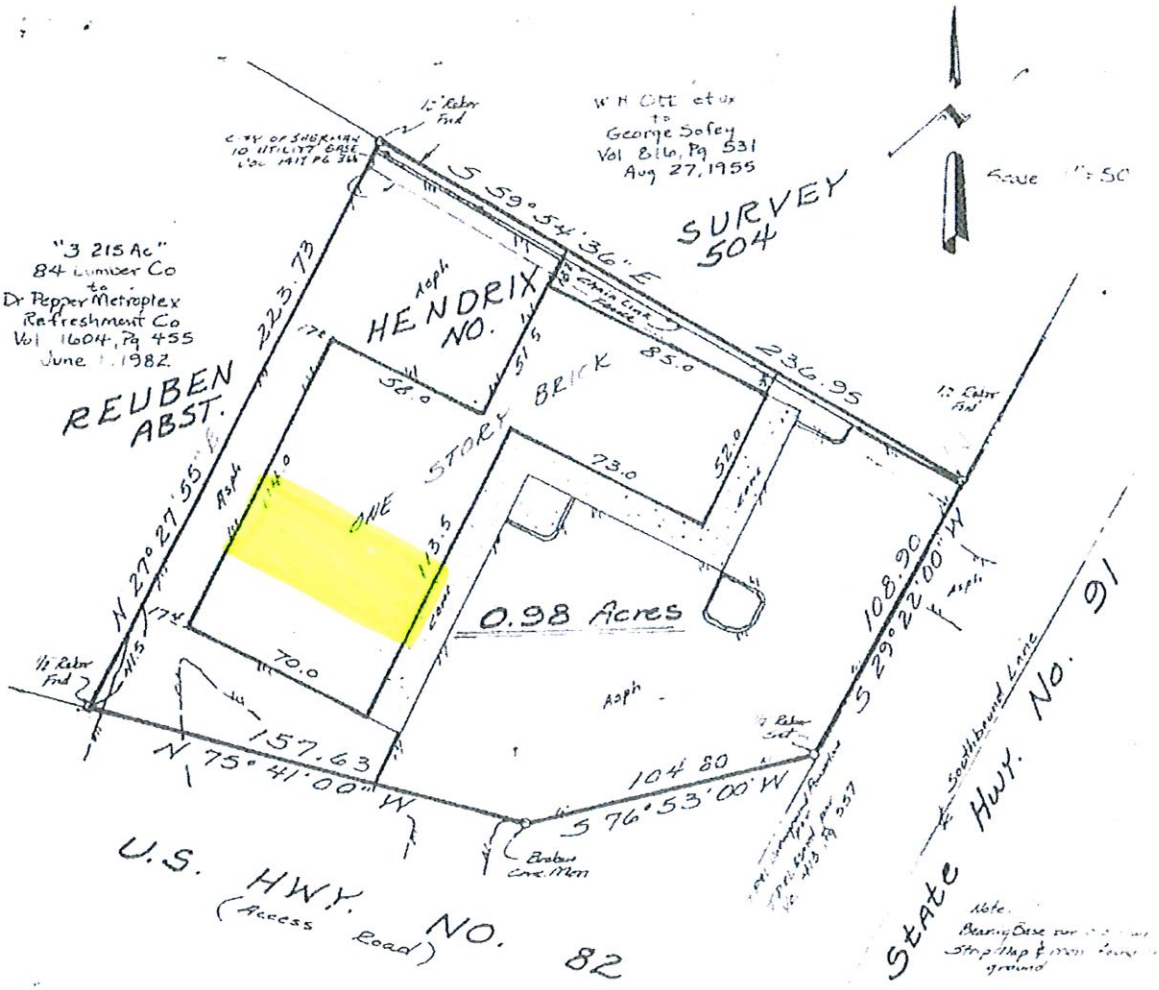
ATTEST:

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



S A R T I N & A S S O C I A T E S
S U R V E Y I N G C O M P A N Y
P.O. Box 1843 Sherman, Texas 75091-1843 (903)892-8003
FAX NUMBER 903-868-2970
JOE V. HAWN, JR., TRUSTEE
SAFECO LAND TITLE OF TARRANT
Survey for: SECURITY UNION TITLE INSURANCE COMPANY

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 6 th day of November, 1995 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That the improvements located on said property are known as **2700 TEXOMA PARKWAY, SHERMAN, TEXAS** and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

Marshall Sartin, R.P.L.S. [illegible]

According to the FIRM Flood Insurance Rate Map of Grayson County, Texas, and Incorporated Areas, Map No. 4816[illegible], Effective date July 17, 1995, the property shown hereon is not in a flood hazard area. This statement does not reflect any type of flood study by this firm and shall not create liability on the part of the surveyor.

EXHIBIT B

Site Aerial





dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

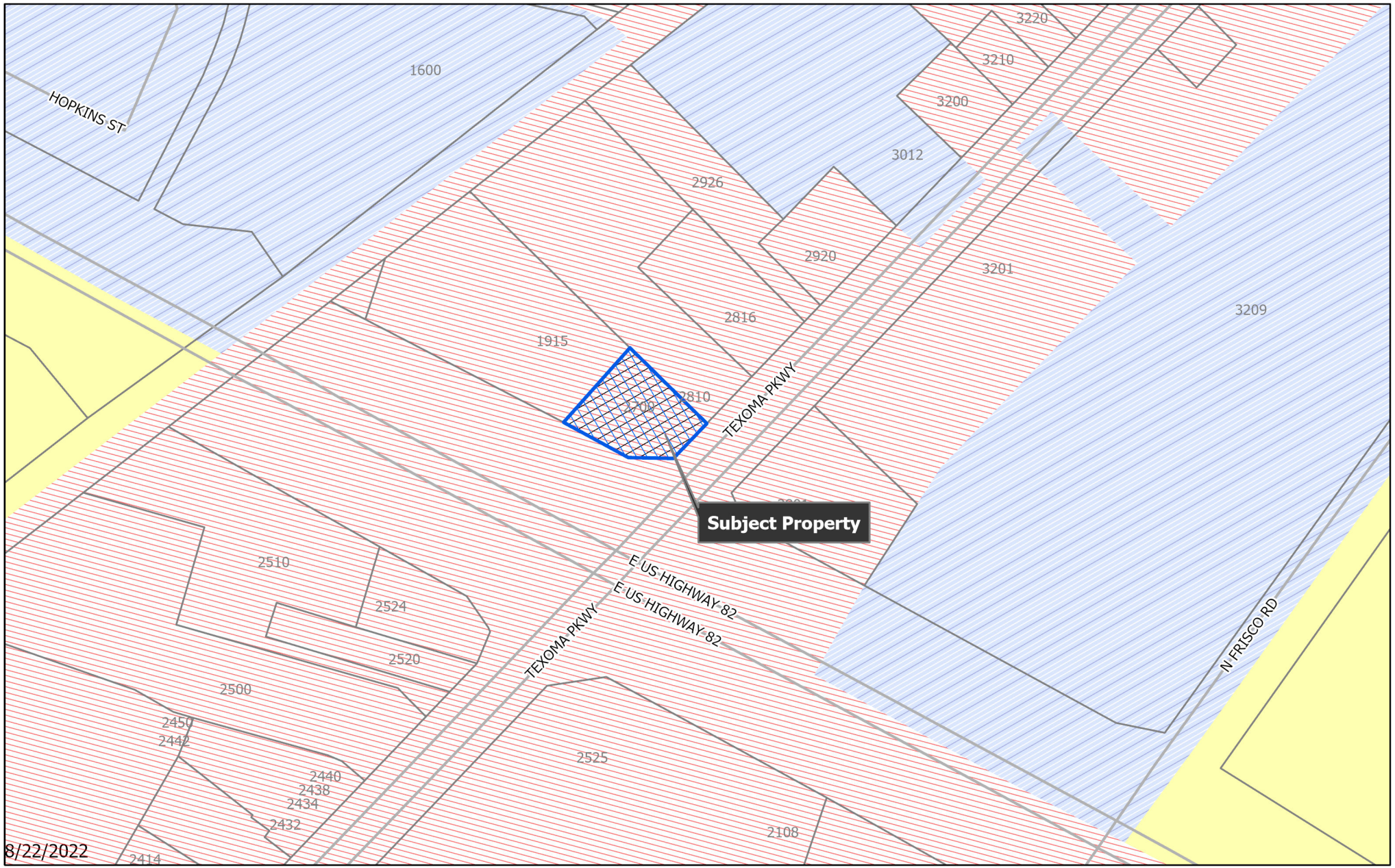
CITY OF SHERMAN

2700 Texoma Parkway

N
W E
S

Date: 8/22/2022 4:46 PM

Scale: 1:3,377



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map

2700 Texoma Parkway

N
W E
S

Scale: 1:3,521

Date: 8/22/2022 4:46 PM

2700 Texoma Pkwy Ste. B





Area 42: Vapors and Oddites

07.22.2022

—

K. Talbert
Perfectly Normal Company LLC
4520 Texoma Parkway Suite K
Sherman, Tx 75090

Overview

The goal of Area 42 is to bring reliable, quality, and flavorful tobacco alternatives to the residents of Sherman, Texas. We also intend to provide for a market that has been largely underserviced, pop culture collectibles, games and oddities. Because our products are for adults and adults only we will be maintaining a policy of 18 years of age and up onsite. This is not only to keep children safe but also for the peace of mind of our patrons.

Goals

1. Open a brand new Vapor and Collectibles shop in the Sherman Area
2. Service our customers with the finest and most interesting products available

Specifications

The site has been selected and placed under lease at 2700 Texoma Parkway. This is mere blocks from our current location but is much large to allow for the expansion of the current inventory at “Texoma Vapors”.

Milestones

I. Renovation

The current space is currently being renovated to allow for a lounge, retail shelving, and a “secret” gaming lounge to be used for rentals at patrons request. This will allow our patrons to have a space for card games, board games, or roleplaying games when their home facilities are less ideal for use.

II. Rejuvination

Vaping as an industry has tried to define itself as a culture. We look more to break that mold and let it be what it is. A habit. We are mere vendors servicing the habits we ourselves and others enjoy. Our new focus will be bringing quality products to those who do vape… in large collectibles, toys, oddities for a more adult audience. By adult we mean high end. Some figures and statues cost well into the hundreds of

dollars. Once approved our customers will be able to not only purchase their weekly nicotine, but Thor's Hammer, Captain America's shield, The Hellfire club shirt from Stranger Things or even a collection of figures and cards from their favorite anime.



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 13, 2022

Double Tree Properties LP
515 W Main St, STE 104
Allen, TX 75013

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

Kevin Talbert
1904 Deborah Dr
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Vape and Novelty Shop in a C-2 (General Commercial) District located at 2700 Texoma Parkway, Suite B has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 20, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General commercial) District/O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 6.13.1; Sec. 7(14), Sec. 7(13) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. Parking shall be provided for one space per 200 square feet of gross floor area. *(Chapter 14, Exhibit A, 8(5)(a))*
7. Sale of electronic cigarettes or e-cigarettes or liquid nicotine to persons younger than 18 years of age is prohibited; proof of age required.
8. Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to another person who intends to deliver it to someone who is younger than 18 years of age is prohibited.
9. Vendor assisted sales required; self-service merchandising prohibited.
10. The facility or business shall not be open to persons younger than 18 years of age unless a parent or guardian is present.
11. Must comply with the City of Sherman Smoking Ordinance *(Chapter 8.06)*
12. Hours of operation must comply with all City of Sherman Ordinances.

13. The property must be properly maintained in a state of good repair and neat appearance.
14. Signs with flashing, blinking or traveling lights shall have lightbulbs which do not exceed sixty (60) watts each. Such lightbulbs shall be frosted. *(Chapter 14, Exhibit A, Sec. 7(14)(B)(8))*
15. Digital signs shall have a maximum transition time between messages of two (2) seconds. The minimum duration of the message display shall be eight (8) seconds. Brightness shall be no more than 0.3 foot-candles over ambient light. Automatic dimming is required. The brightness measurement shall be taken utilizing a Foot-candle meter at 200' measured perpendicular to the face of the digital sign. *(Chapter 14, Exhibit A, Sec. 7(14)(b)(10))*
16. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
17. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
18. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
19. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
20. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
21. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of the Planning and Zoning Commission 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 Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

2700 TEXOMA PARKWAY, SUITE B

The request of Double Tree Properties LP (Owner), Kevin Talbert (Tenant/Representative) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 2700 Texoma Parkway, Suite B, being 0.982 in the Rueben Hendrix Survey, Abstract No. 504, as follows:

Planning and Zoning Commission

Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Vape and Novelty Shop in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

Background:

The property is located at 2700 Texoma Parkway, Suite B, the northwest intersection of Highway 82 and Texoma Parkway . The owner is requesting a Specific Use Permit to allow Area 42: Vapors and Oddities in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

The goal of Area 42 is to bring reliable, quality and flavorful tobacco alternatives to the residents of Sherman, Texas. They also intend to provide a market that has been largely unserviced, pop culture collectibles, games and oddities. Because their products are for adults only, they will maintain a policy of 18 years old and up on site to keep children safe and peace of mind for their patrons.

The following has been approved for 2700 Texoma Parkway:

- January 8, 1980 - Variance to allow a 18' setback in lieu of 25'
- October 14, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 8, 2005 - Specific Use Permit to allow the operation of a private club and commercial amusement center in C-1 (Retail Business) District and O-1 (75-82 Overlay) District

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Double Tree Properties LP (Owner)
Kevin Talbert (Tenant/Representative)
Helvey-Wagner Surveying Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

3

Objections Received:

0

Development Review Meeting:

No

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 14.**

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6529, 6530, 6531, 6532, 6533, 6534, 6535, 6536, 6537, 6538 & 6539

Issue:

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6529**
Accepting and Approving the Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight; Providing for Findings of Fact

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6530**
Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 20.435 acres Generally Located North of Kreager Road and West of N. Travis Street, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6531**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 (Craig Calhoun, Sweet Cow Holdings, Prospective Buyer; Todd Young, Young Enterprises LP, Owner; JBI Partners, Engineer; HHS Residential, Developer; and Helvey-Wagner Surveying, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6532**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Multi-Family Development in an R-1 (One-Family Residential) District located in the 500-600 Blocks Kreager Road, being 20.11 acres in the Frank Richards Survey, Abstract No. 1044 (Craig Calhoun, Sweet Cow Holdings, Prospective Buyer; Todd Young, Young Enterprises LP, Owner; JBI Partners, Engineer; HHS Residential, Developer; and Helvey-Wagner Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6533**

Amending Ordinance No. 6269 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to a Specific Use Permit to Allow a Cigar Lounge in a C-1 (Retail Business) District located at 222 and 224 West Houston Street, being part of Lot 10, Block 4, OTP Sherman and also being part of Lot 7, Block X Allen S B Addition (Jeff Wilson, Owner; Hal Hinton, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6534**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-2 (General Commercial) District located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6535**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Mini-Warehouse in a C-2 (General Commercial) District located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6536**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Cigar and Whiskey Lounge in a C-1 (Retail Business) District located at 120 South Crockett Street, being 3,801 square feet and being part of Lots 5 and 6, Block 4 of the Original Town Plat (Maurice Sowell and Ryan Chavez, Owner; Michael Smith, Tenant; and Helvey-Wagner Surveying, Inc, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6537**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Commercial Amusement Center in an M-1 (Light Manufacturing) District located at 1950 North Grand Avenue, being 5.73 acres in the J.B. McAnair Survey, Abstract No. 763 (Interproperty Holdings, Owner and Ryan Lux, Tenant); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6538**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located at 8100 South Highway 75, being Lot 2R, of the Replat of Lots 1 and 2, Davidson Addition consisting of 5.913 acres (Nalin Ratnaike, Owner; Joshua Holley, Holley Jolly Homes, LLC, Representative; 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

D. 13. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6539**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Vape Shop in a C-2 (General Commercial) District located at 2700 Texoma Parkway, Suite B, being 0.982 in the Rueben Hendrix Survey, Abstract No. 504 (Double Tree Properties LP, Owner; Kevin Talbert, Tenant/Representative; and Helvey-Wagner Surveying Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6965

Approving and Adopting the 2022 Sherman Comprehensive Plan for the City of Sherman, Texas

Issue:

This item is to consider the Adoption of the 2022 Sherman Comprehensive Plan

Background:

On January 18, 2022, City Council approved a contract to update the City of Sherman's Comprehensive Master Plan. Halff Associates was selected to assist in updating the Comprehensive Plan. The proposed plan has addressed the following key tasks:

- Develop a Vision for Growth in Sherman
- Evaluate Existing Conditions
- Develop Future Land Use Plan to guide new growth
- Identify Housing Opportunities and Needs

A Comprehensive Plan Advisory Committee was established to provide guidance to staff and the project consultant as the Comprehensive Plan was developed. This committee met four times throughout the project schedule. In addition to the advisory committee, a public open house took place, an online survey was completed and multiple stakeholder meetings were conducted to gather input for the development of the Comprehensive Plan. Since the project was initiated in early 2022, Halff Associates has completed all of the project tasks and a draft plan is ready for Council review and approval.

At its September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend approval to take the 2022 Sherman Comprehensive Plan to City Council for approval. In addition, the Comprehensive Plan Advisory Committee met on August 9, 2022 to review the draft Comprehensive Plan. Highlights of the Comprehensive Plan were discussed with Council at a Special Called Council meeting on September 22, 2022.

Staff received two comments from Committee members that were not addressed in the draft Comprehensive Plan:

"A concern is that while we discussed affordable housing a good bit and it is mentioned and addressed in the final report, there are no quantifiable goals targeted. That may be by design and suggested by practicality, and maybe the city and the P&Z Commission are used to working within those general

guidelines and pronouncements.
- The other comment I would continue to make is that there is no discussion of housing for those in extreme low income or no income realities. While we would like for that not to be a problem in our community, it is, as it is in every community. We will contend with it and look for patchwork solutions on occasion. It affects individual lives, our city's quality of life, our education system, our jail population level and even our economic development. I acknowledge that it's difficult, because no one wants that housing in their backyard, and some have philosophical arguments against its existence. But addressing it now is better than dealing with its outcomes in the short, intermediate and long term."

"My only concern is that I did not see any language specific to the historic areas identified in Sherman. Specifically citing the importance of preserving these communities."

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commisssion voted unanimously to recommend approval to take the 2022 Sherman Comprehensive Plan to City Council for approval. In addition, the Comprehensive Plan Advisory Committee met on August 9, 2022 to review the draft Comprehensive Plan. Staff received two comments from Committee members that were not addressed in the draft Comprehensive Plan:

"A concern is that while we discussed affordable housing a good bit and it is mentioned and addressed in the final report, there are no quantifiable goals targeted. That may be by design and suggested by practicality, and maybe the city and the P&Z Commission are used to working within those general guidelines and pronouncements.
- The other comment I would continue to make is that there is no discussion of housing for those in extreme low income or no income realities. While we would like for that not to be a problem in our community, it is, as it is in every community. We will contend with it and look for patchwork solutions on occasion. It affects individual lives, our city's quality of life, our education system, our jail population level and even our economic development. I acknowledge that it's difficult, because no one wants that housing in their backyard, and some have philosophical arguments against its existence. But addressing it now is better than dealing with its outcomes in the short, intermediate and long term."

"My only concern is that I did not see any language specific to the historic areas identified in Sherman. Specifically citing the importance of preserving these communities."

Alternatives:

The City Council could decide against approving the 2022 Sherman Comprehensive Plan.

Attachments

Resolution No. 6965
2022 COMPREHENSIVE PLAN

RESOLUTION NO. 6965

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE 2022 SHERMAN COMPREHENSIVE PLAN FOR THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, due to certain changes, growth and development of the City of Sherman, it has become necessary, due to the passage of time to update the Comprehensive Plan of the City of Sherman, Texas; and

WHEREAS, pursuant to the authority of Resolution No. 6838 passed and approved by the City Council on January 18, 2022, Halff Associates has prepared an updated Comprehensive Plan for the City of Sherman; and

WHEREAS, the City of Sherman has followed all procedures and done all things required by its Charter and State law for the update of its Comprehensive Plan; and

WHEREAS, the City Council of the City of Sherman, Texas, desires to accept the recommendations of the Planning and Zoning Commission to approve the said updated Comprehensive Plan;

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

SECTION 1. That the City Council of the City of Sherman, Texas, does hereby accept, as advisory and as a guide, the 2022 Sherman Comprehensive Plan, attached hereto and incorporated herein for all intents and purposes, and that the same be and is hereby in all things approved and adopted as the 2022 Comprehensive Plan of the City of Sherman, Texas.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby submits this 2022 Comprehensive Plan to all citizen groups and committees, city boards and commissions, and all citizens interested in the orderly growth and progress of the City of Sherman for use as a guide in the planning and future growth and development of the City of Sherman.

SECTION 3. That the effective date of this resolution shall be the 18th day of October, 2022.

SECTION 4. 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 October 2022.

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



SHERMAN TOMORROW: PLANNING FOR OUR FUTURE

2022 COMPREHENSIVE PLAN

Welcome Statement

To be provided by City of Sherman





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ACKNOWLEDGMENTS

The Sherman Comprehensive Plan was developed by the City of Sherman with the technical support and design assistance of Halff Associates, Inc. A special thanks goes to the countless community members, property owners, staff members and community leaders for their insight and support during the duration of this study. The following individuals are recognized for their substantial contributions towards the creation of the 2022 Sherman Comprehensive Plan.

MAYOR AND CITY COUNCIL

David Plyler, Mayor
Pamela L. Howeth, Deputy Mayor
Daron Holland, Council Member
Shawn Teamann, Council Member
Josh Stevenson, Council Member
Juston Dobbs, Council Member
Henry Marroquin, Council Member

KEY CITY STAFF

Robby Hefton, CPM, City Manager
Terrence Steele, CPM, Assistant City Manager
Clint Philpott, PE, Assistant City Manager
Zach Flores, Executive Director of Public Safety
Rob Rae, AICP, Director of Development Services
Theresa Hutchinson, Parks and Recreation Manager
Kerri Turner, Development Services Coordinator

PLANNING AND ZONING COMMISSION

Clay Mahone, Chairman
David Downtain, Vice-chairman
Shawn Davis
Leigh Ann Sims
Paul Manley
Glenn Whitaker
Bryan Blagg

PLAN ADVISORY COMMITTEE

Al Hambrick, Committee Chair
David Baca
Brantley Blackburn
Jason Brumm
Nathan Cain
Edwin Clark
Veronica Ezell
Pamela L. Howeth
Michael Kelly
Paul Manley
Roxanne Marroquin
Robin Phillips
Leigh Ann Sims
Josh Stevenson
Gail Utter
Wendy Vellotti

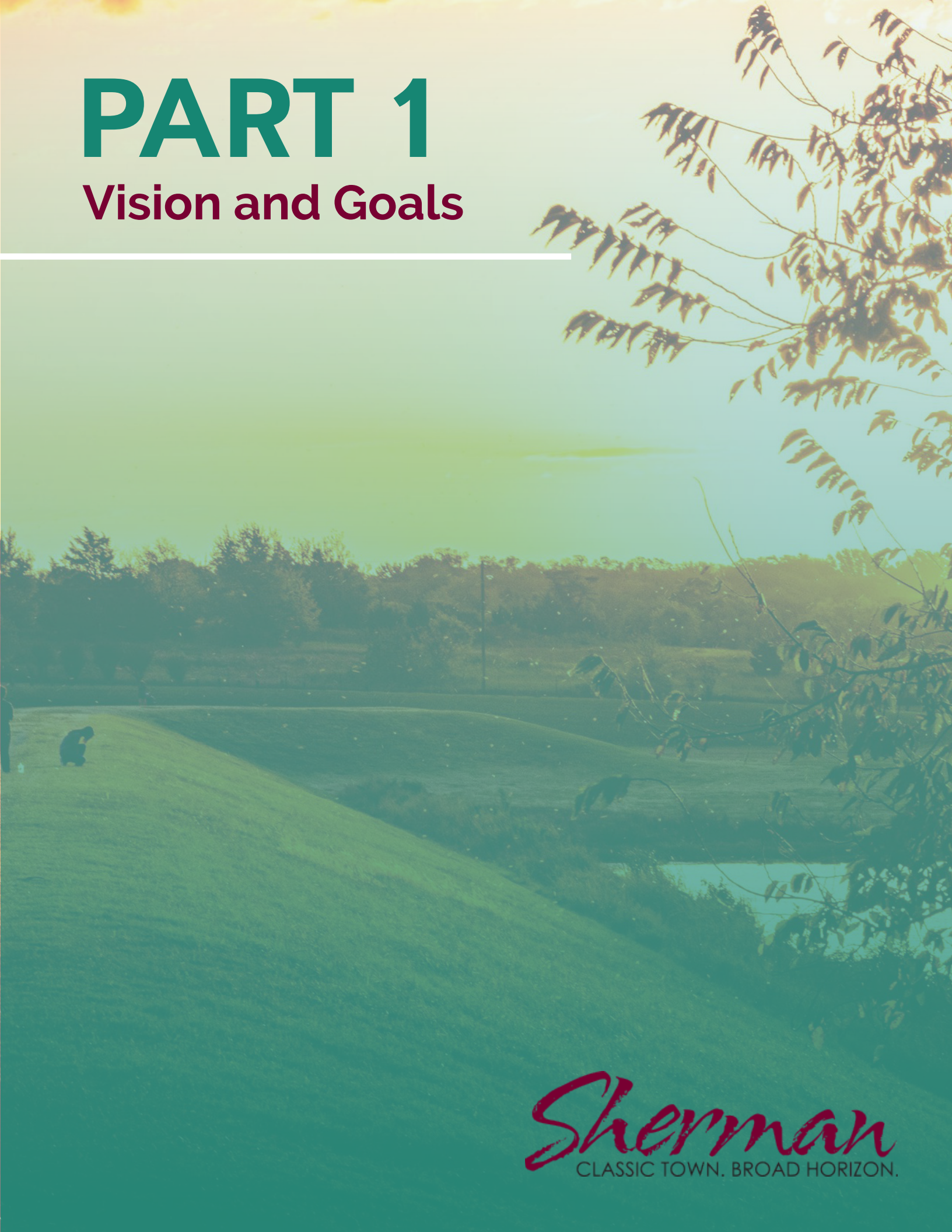
HALFF ASSOCIATES, INC.

Chelsea Irby, AICP
Jordan Maddox, AICP
Nathlie Booth, AICP
Julian Salas-Porras
Jill Amezcua, PLA, ASLA
Whitney Linder

A special thanks to SEDCO and 2x2 Media for providing high quality photography.

PART 1

Vision and Goals



Sherman
CLASSIC TOWN. BROAD HORIZON.

Plan Elements

The Sherman Comprehensive Plan is organized into five Parts, as shown below.

1

VISION & GOALS

The heart and soul of this plan is the vision for Sherman crafted by the community. The vision for the comprehensive plan is shaped by the goals for the future and creates a clear path for Sherman's growth and development.

2

COMMUNITY CONTEXT

This section sets the stage for the planning process and examines characteristics of the community today. Includes historical and current development patterns and growth trends, demographics, and future population projections.

3

COMMUNTIY ENGAGEMENT

This section summarizes the results from a purposeful public engagement process. The process was created to allow citizens to communicate and validate key issues facing the City and discuss opportunities for the future. The input gathered through this process informed the vision, strategies, and actions for the plan.

4

GUIDING THE FUTURE

The bulk of the plan is found in strategic recommendations for the future. In this section, the document details recommendations that create a blueprint for future growth and change. Grouped into goals, these recommendations weave existing and future efforts into an integrated plan for implementing the vision.

5

IMPLEMENTATION

The final section of this plan addresses how the community will work toward progress and fulfillment of the vision. This component outlines an Implementation Action Plan, and describes how the document will be administered, maintained, and updated moving forward.



WHAT IS A COMPREHENSIVE PLAN?

A comprehensive plan is a long-range planning document that guides the growth of a city over time. It serves as a blueprint to guide future development and redevelopment in a community, based on an established framework. It considers existing and future needs and determines actions that the community should pursue to realize the overall vision. Once adopted, city staff and decision-makers use the Comprehensive Plan as a guide for community development. It does not replace zoning regulations, budgets, capital improvement programs, or any other regulatory documents.

HOW WILL THIS PLAN BE USED?

The Sherman Comprehensive Plan is a tool to guide decisions made by staff, City Council, and the community. When new development proposals are submitted to the City, these groups will use the policy framework established in this plan to determine whether the proposal fits with the community-driven vision. **Part 5, *Implementation*** contains a table with all of the action initiatives, which are a synthesis of community desires, City government actions, partnerships and leadership roles, studies and expenditures. These actions are to be used for directives and decision making by City staff as well as policy and decision-making by Sherman's elected and appointed officials. The document is flexible and can be amended over time as circumstances warrant. Overall, this comprehensive plan provides a guide for growth and development decisions to ensure that the Sherman of the future maintains aspects of the "small town feel" and is a thriving community.

WHY PLAN NOW?

Sherman is a rapidly-growing community where exciting things are happening. This is a pivotal time in Sherman's history; the City is on the precipice of change and growth with large, new industries coming. In May 2022, Texas Instruments broke ground on a $30 billion silicon chip factory in southern Sherman. This factory is estimated to create around 3,000 new jobs and once completed, the 4.7 million-square-foot plant will be the largest electronics production facility in Texas. By starting now, this plan will help to better set up Sherman to keep pace with growth and increased demand for services and housing.

Past Planning Efforts

Sherman has a long history of engaging in planning initiatives, dating back to its first master plan developed in 1920 by George Kessler. Throughout the years, Sherman has conducted comprehensive plans as well as special studies and plans for targeted needs. The predecessor to this plan was adopted on July 20, 2009. That plan was an update to a previous comprehensive plan, which was completed in 1998. The following planning initiatives are relevant and applicable planning efforts that have taken place prior to this planning effort.

2009 SHERMAN COMPREHENSIVE PLAN

In 2009, the City of Sherman updated its comprehensive plan to reflect current trends, forecasts, and community needs. The plan summarized conditions in 2009 and addressed the following elements: urban design and land use; growth management and capacity; transportation; conservation and environmental resources; parks, recreation, and open space; housing and neighborhoods; community facilities and cultural services and, economic development.

2017 SHERMAN PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

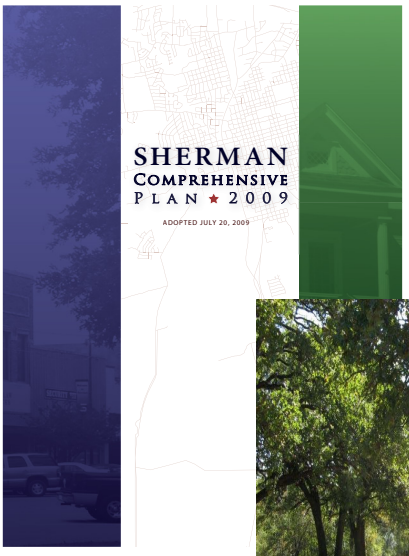
The 2017 Sherman Parks, Recreation, and Open Space Master Plan was an update to the City's previous plan which was prepared in 2005. The plan summarized existing park conditions in 2017, established maintenance standards, projected needs based on standards and local demand, and created a 10-year action priority list based of those recommendations.

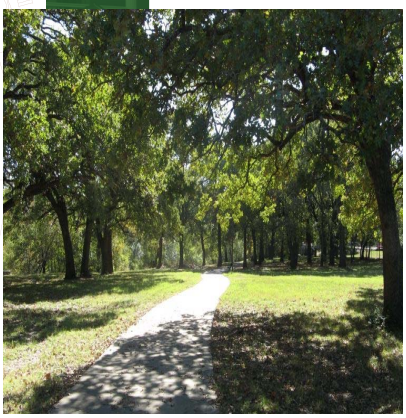
2002 SHERMAN STORM DRAINAGE DESIGN MANUAL

This Storm Drainage Design Manual provides straightforward guidelines for safely designing drainage facilities in the City of Sherman, as well as a step-by-step checklist of required submittals. This clear communication of standards and expectations will facilitate the development process. Sherman wanted to work with the development community toward important shared goals: clear expectations, smooth processes, and successful development projects.

2040 SHERMAN THOROUGHFARE PLAN UPDATE

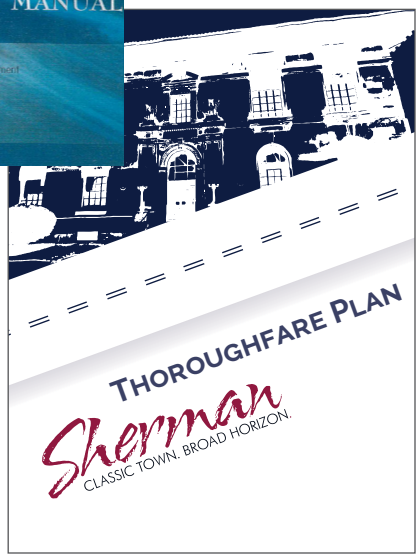
In 2016, the City of Sherman updated the Thoroughfare Plan which was a part of the 2009 Comprehensive Plan. The purpose of this plan was to identify and address key transportation issues and make recommendations to help improve mobility and accommodate anticipated growth. In addition, the Thoroughfare Plan also maps proposed bike routes and shared use trails.











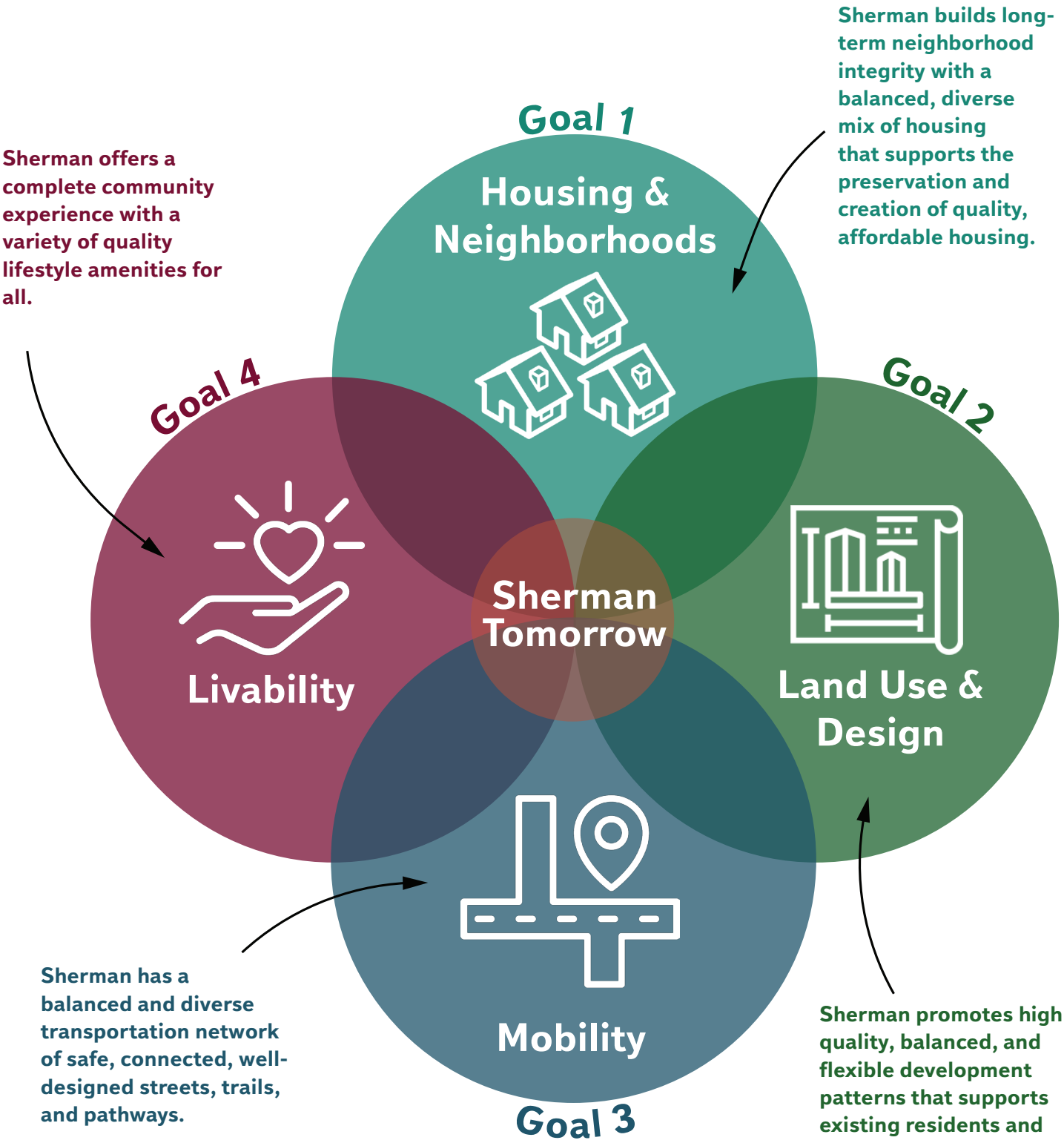


Vision for Sherman Tomorrow

Sherman is on the precipice of unprecedented growth and the community is eager to build on recent successes towards a thriving future. With the changes coming to Sherman, and Texas as a whole, this is the perfect time to plan for future development. Uncoordinated growth can lead to development without identity that fits to the character of Sherman and will have far-reaching, undesirable consequences. The community's vision for the future calls for action that will ensure economic strength, quality development, and maintaining the "small-town" character of the community.

The Sherman Comprehensive Plan provides a vision that will guide future growth and development for the next 10 years and beyond. The community's vision for the future is embodied in the goal statements used to guide this plan. Each goal statement is written as a vision for the four focus areas of this plan and collectively are intended to lead Sherman in capitalizing on the exciting changes that are coming.

Comprehensive Plan Goals



Sherman builds long-term neighborhood integrity with a balanced, diverse mix of housing that supports the preservation and creation of quality, affordable housing.

Sherman offers a complete community experience with a variety of quality lifestyle amenities for all.

Sherman has a balanced and diverse transportation network of safe, connected, well-designed streets, trails, and pathways.

Sherman promotes high quality, balanced, and flexible development patterns that supports existing residents and manages future growth in a fiscally sustainable manner.

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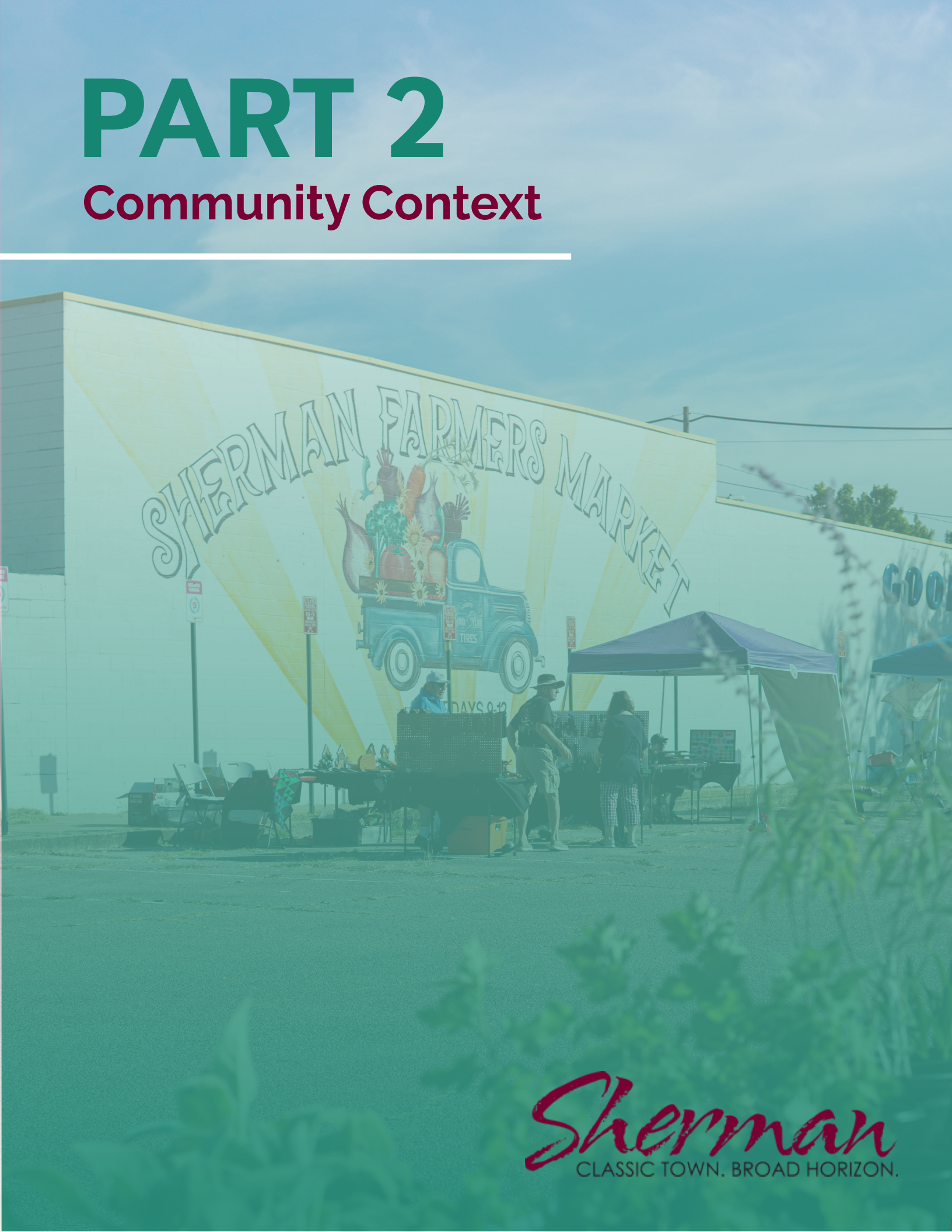
PART 2

Community Context



Sherman
CLASSIC TOWN. BROAD HORIZON.

Welcome to Sherman!

Throughout its history, Sherman has managed to cultivate and maintain a quality of living and community identity that has contributed to Sherman's attractiveness to new businesses and residents.

Designated as the county seat on March 17, 1846, the town was named for General Sidney Sherman, a hero of the Texas Revolution and one of the state's earliest railroad promoters. Detailed in the book *Grayson County*, by the 1880s Sherman had become "a thoroughly stable community and had pretty well lost all traces of the rawness of the frontier." A public school system was established in 1883, and, along with Austin College, the North Texas Female College, and Mary Nash College, provided Sherman with a wealth of higher education institutions.

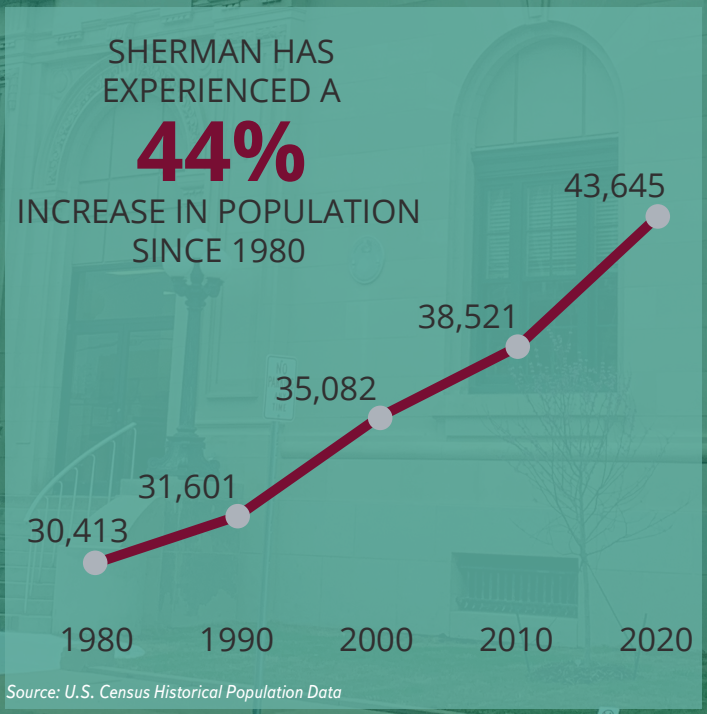
Sherman has experienced continued growth since the 1930's ranging from a 4 to 24 percent population increase each decade. During the 1950s and 1960s, the city saw a surge in industrial growth. Plants that located in Sherman during that period include IBM, Johnson and Johnson, and Texas Instruments. By 1970 Sherman was home to about 40 manufacturing plants which provided jobs and stability to the community.

Once known as the "Athens of Texas" for it's numerous institutions of higher learning, some people are now saying Sherman is the "Silicon Valley of Texas" due to the announcement of multiple silicon chip factories expected to bring over 4,500 new jobs to the city.

Sherman's established history as an employment hub combined with the City's proximity to the Dallas-Fort Worth Metroplex and excellent infrastructure indicates that it will continue to grow.



Historic Downtown Sherman, Texas. Circa early 1900's
Source: City of Sherman



Source: U.S. Census Historical Population Data

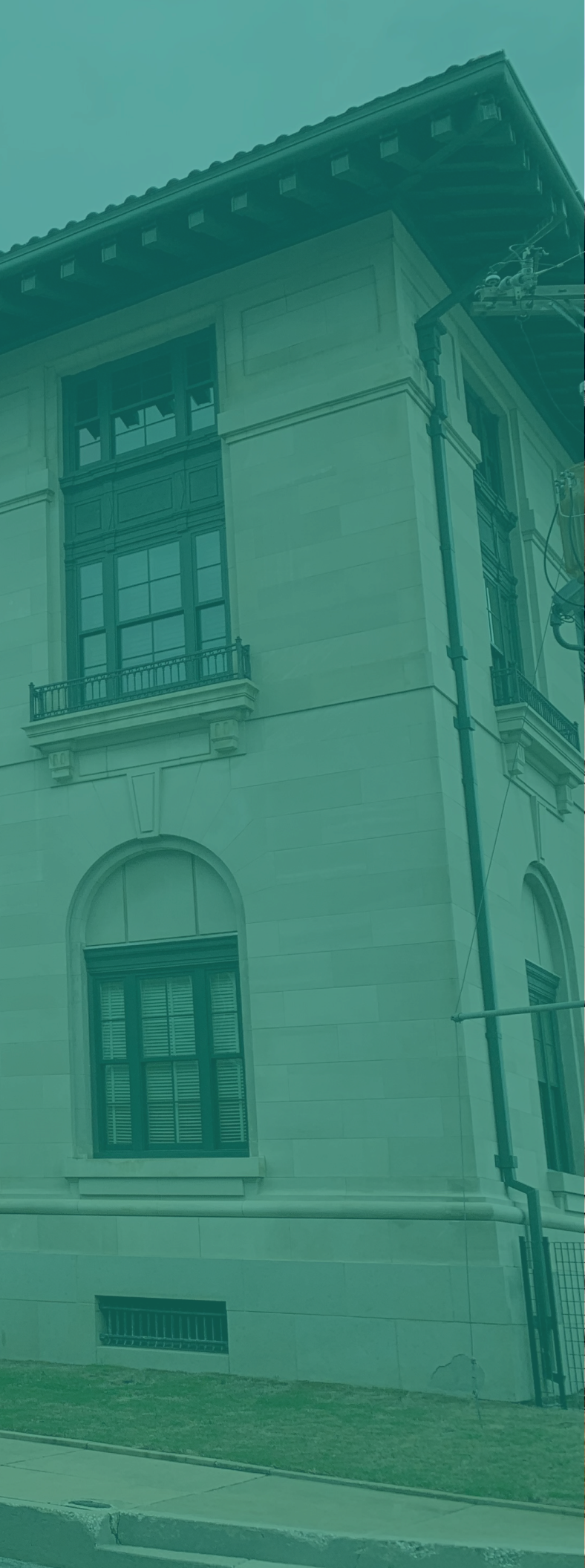


FIGURE 2.1 HISTORICAL TIMELINE

1846 — *Sherman was founded*

Sherman is relocated 4 miles east from its original location, to its present day location — **1847**

1872 — *Houston and Central Texas Railway built railways through Sherman*

Austin College moves from Huntsville to Sherman — **1876**

1883 — *Sherman Public School System established*

Tornado passed through southern and western sections of Sherman — **1896**

1901 — *First interurban railway in Texas was built between Sherman and Denison and was later extended to Dallas*

Sherman racial riot burns courthouse and Sherman's Black district — **1930**

1948 — *Perrin Air Force Base reactivated*

Sherman is home to about 40 manufacturing plants — **1970**

Texas Instruments breaks ground on $30 billion manufacturing plant — **2022**

Regional Context

The City of Sherman is located in the northern Blackland Prairie ecoregion of Texas on the edge of the North Central Plains and Coastal Plains of Texas. Shown in Map 2.1, *Regional Context* to the right, the City is located between the Oklahoma border (Red River) and the Dallas-Fort Worth (DFW) Metroplex along the US Highway 75 (US-75) corridor. From a larger regional context, Sherman is located between the urban areas of DFW (70 miles to the south) and Oklahoma City (180 miles to the north).

Sherman is also part of the Texoma region which is defined as the area on either side of the Texas and Oklahoma border along the Red River valley, in particular the eight counties around Lake Texoma. Much of the population is concentrated in the Sherman—Denison Metropolitan Statistical Area. Sherman is also 10 miles south of Lake Texoma, one of the largest reservoirs in the State of Texas and is well-known for its champion bass fishing, sailing, camping and hiking.

Sherman's regional proximity to urban areas, the availability of undeveloped land, and the ease of access to roadways like US-75, US-82, and US-69 (30 miles west) are positioning the community for continued growth.

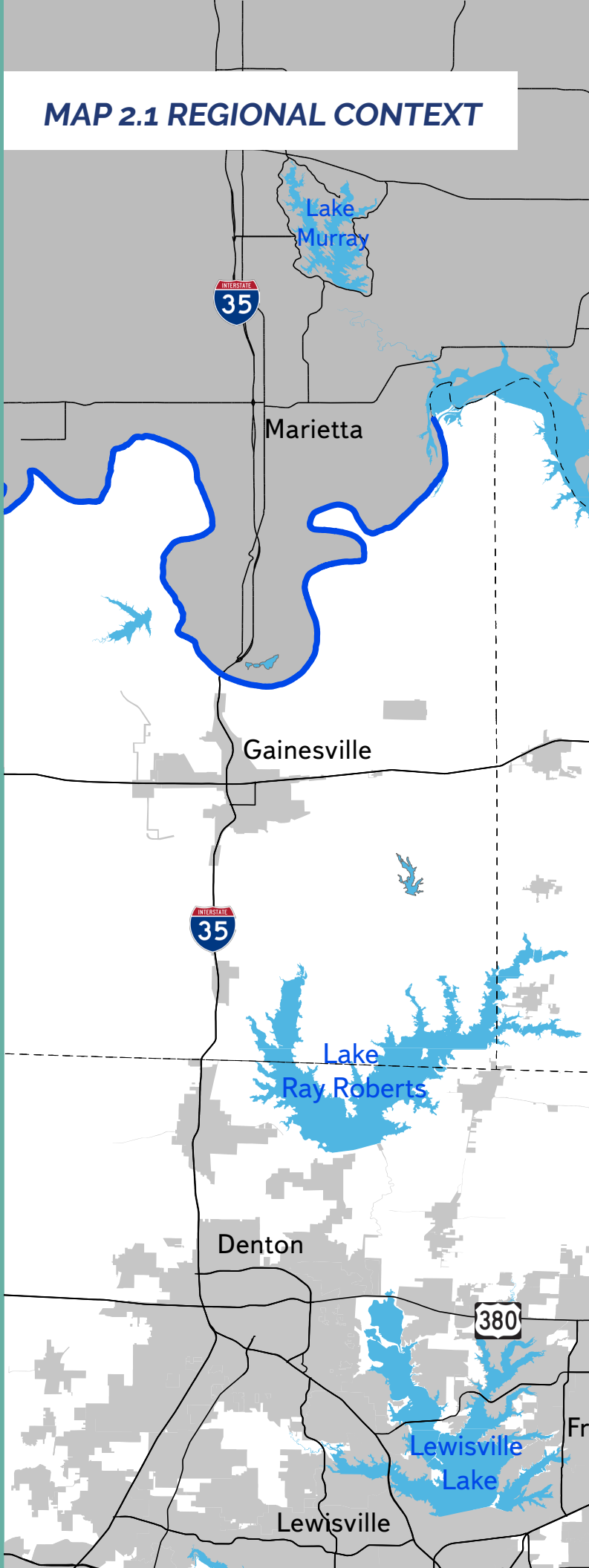
43,645
people in Sherman (2020)

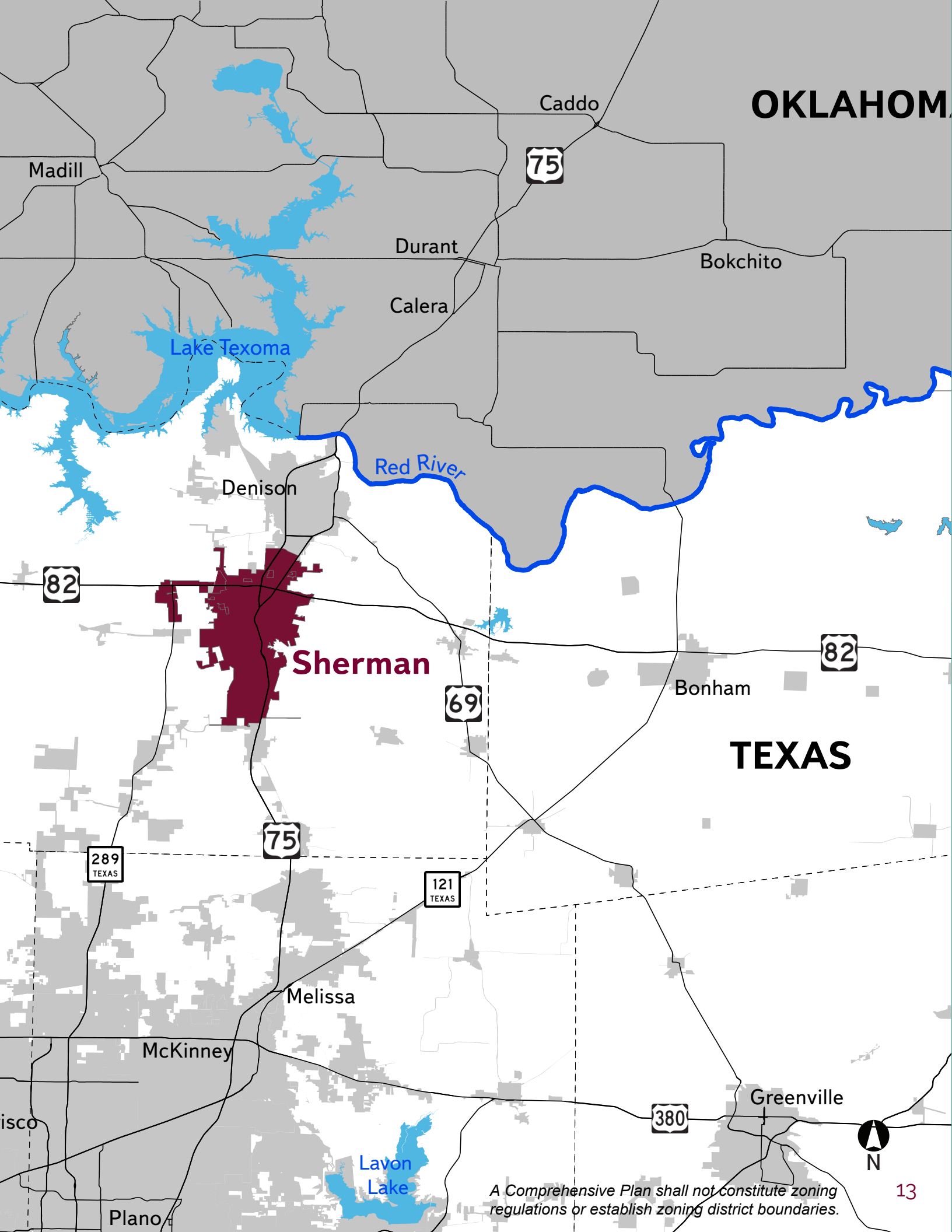
70
miles from Dallas-Ft. Worth

21
Average travel time to work (in minutes)

Source: U.S. Census Bureau, 2020 American Community Survey 5-Year Estimate

MAP 2.1 REGIONAL CONTEXT





A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

Planning Area

The planning area for the Sherman Comprehensive Plan is shown in **Map 2.2, *Planning Area*** and is 63 square miles. The planning area is the incorporated area of the City of Sherman (the city limits), as well as the extraterritorial jurisdiction (ETJ).

CITY LIMITS

The Sherman city limits are approximately 47 square miles. The boundaries of the city limits change as voluntary annexations occur. The city limits is the area where Sherman has the ability to enforce the power given to Home Rule municipalities by the State of Texas. Within the city limits, Sherman provides water and wastewater, enacts zoning, subdivision and building regulations, and provides police and fire services.

ETJ

The ETJ is the area 2 miles out from the city limits. This is the area that could be annexed by the City. As the city limits expands, the ETJ also expands in proportion. The ETJ boundary also expands when certain population thresholds are reached, in accordance with Texas state statutes. In the ETJ, the City has the ability to enforce subdivision regulations. When the population of Sherman reaches 50,000, the ETJ boundary will extend to 3.5 miles.

COMMUNITY SNAPSHOT

Pages 16 and 17 present a brief overview of demographics and trends in Sherman from 2020, which is the most recent US Census data available during the development of this plan.

POPULATION PROJECTIONS



New housing development in Sherman

According to the US Census, between 2010 to 2020, Sherman had an average growth rate of 13 percent. Based on the regional conditions and the planned developments in Sherman, it is highly likely that this growth rate will continue or increase in the near future.

On page 16 the population projections graph illustrates four different projections for Sherman's population growth. The orange "Development Pipeline" estimate was based off planned residential developments coming to Sherman, factoring in vacancy rates and average household size. The maroon "TWDB" estimate is derived from the population projections from the Texas Water Development Board for the City of Sherman. The final blue and green estimates are based off the historic trend of Sherman representing a consistent 30% of Grayson County's population. This percentage was used to extrapolate future Sherman populations based off the TWDB and Texas Demographic Center (TDC) population projections for Grayson County.

GROWTH AND DEVELOPMENT CONSTRAINTS

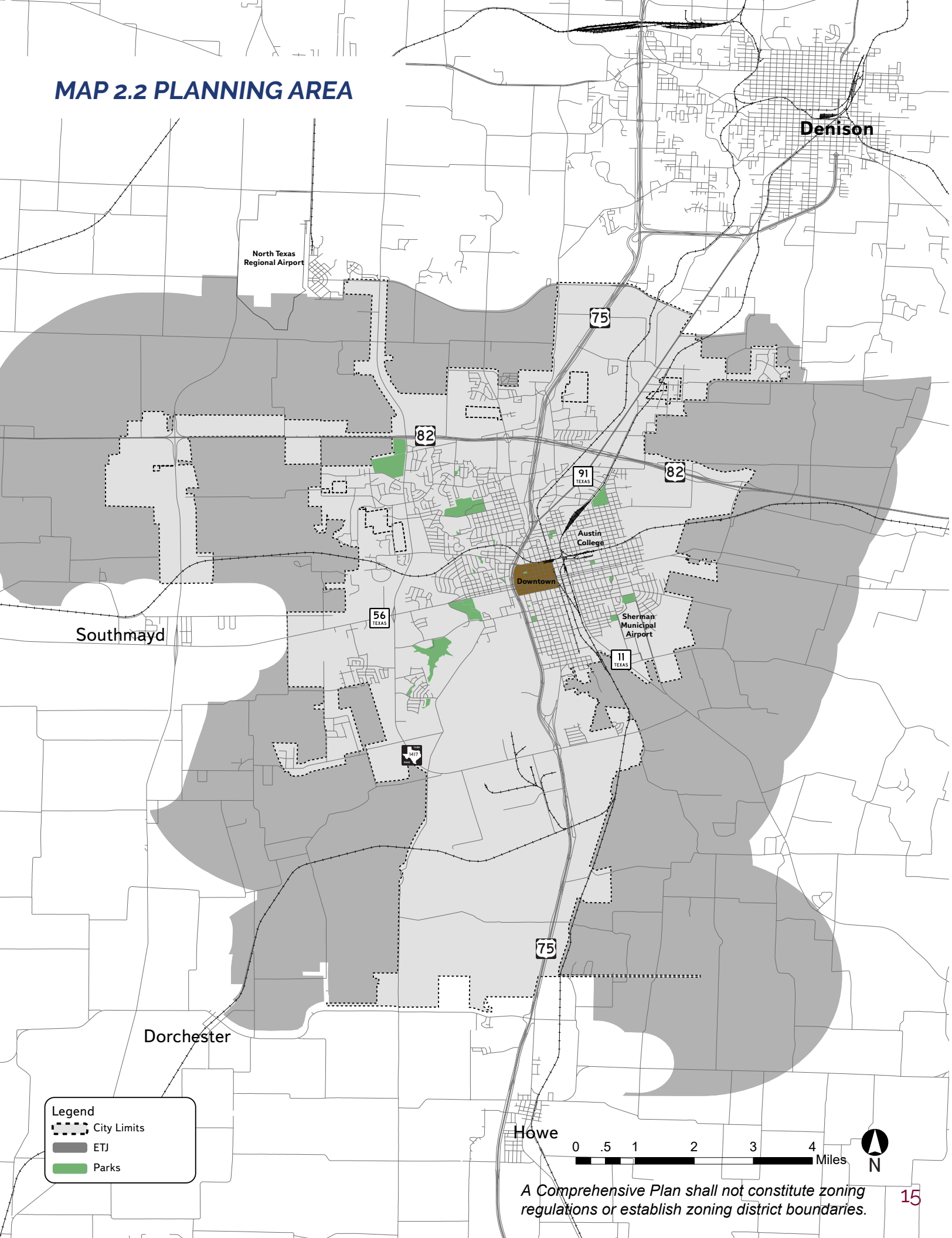
ENTITLED PROPERTY

As of the date of this plan, there are approximately 20,000 planned residential lots in the Sherman planning area. Overall, with these types of numbers, this means that Sherman is on the verge of rapid growth. Generally, these lots are subject to regulations that were adopted prior to the development of this plan. However, the development constraint occurs when these properties, which are scattered throughout the planning area, begin to develop and are not in conformance with this plan's vision. It is critical that these developments are woven into the land use pattern as the areas around them begin to develop.

SURROUNDING MUNICIPALITIES

The surrounding municipalities of City of Howe (to the south) and City of Denison (to the north) create growth constraints. Southmayd and Dorchester are on the west and provide a barrier to growth to the southwest of Sherman. The city limits of these communities abut Sherman's city limits to the north, south, and southwest. This means that the city limits of Sherman will not expand north and south along US-75, except to fill in gaps, and will likely not expand west.

MAP 2.2 PLANNING AREA



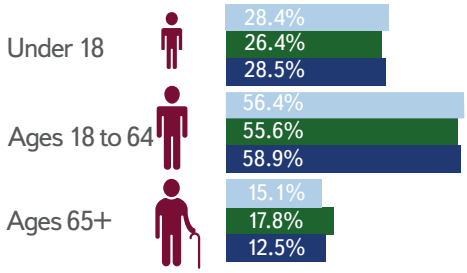
A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries.

Community Snapshot

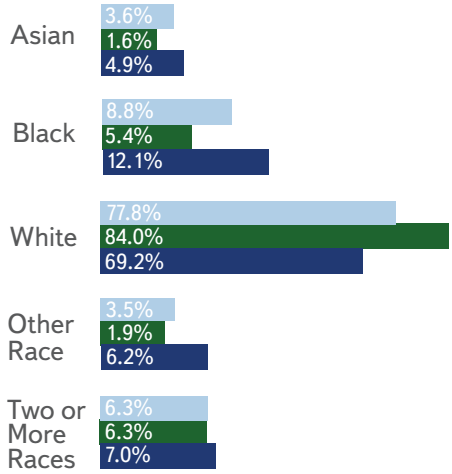
Overall Population (2020)

City of Sherman
43,645
Grayson County
135,543
Texas
29,145,505

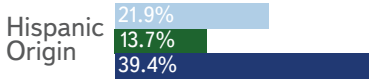
Population by Age (2020)



Race (2020)



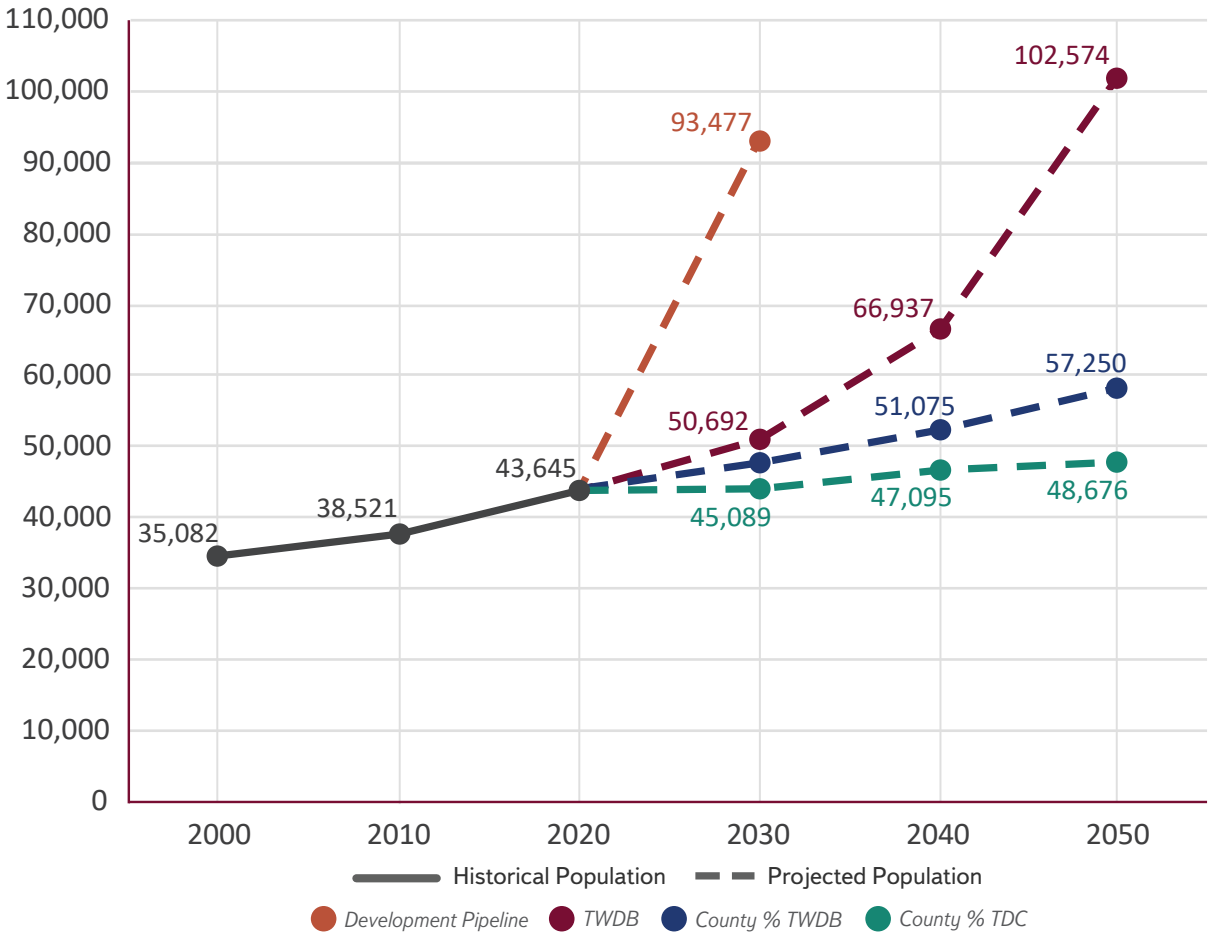
Ethnicity (2020)



City of Sherman | Grayson County | Texas

Population Projections

(see page 14 for a description of the population projection methods used.)



Median Home Value

City of Sherman
$131,300
Grayson County
$152,400
Texas
$187,200

Median Household Income

City of Sherman
$50,627
Grayson County
$58,296
Texas
$63,826

Average Household Size

City of Sherman
2.87
Grayson County
2.73
Texas
2.98

Employment Rate

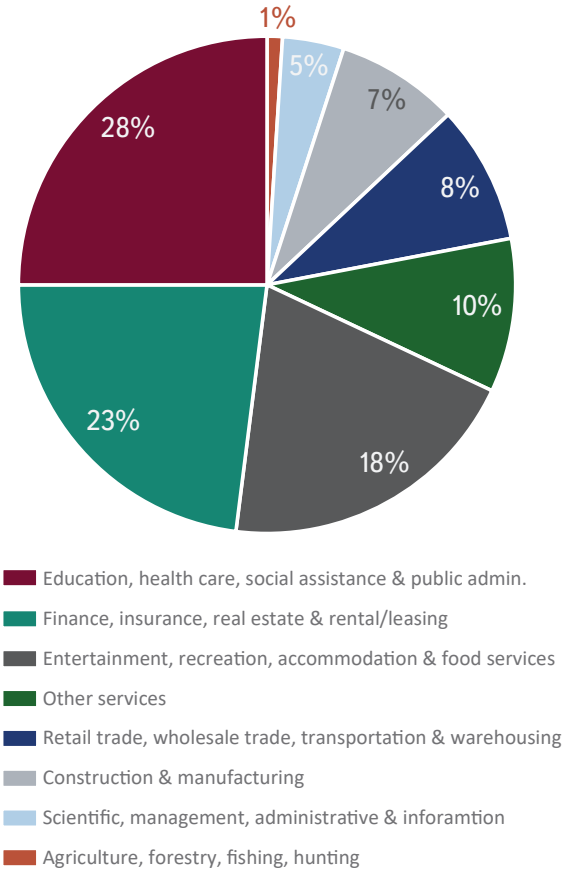
City of Sherman
60.8%
Grayson County
59.5%
Texas
61.0%

Families Below The Poverty Line

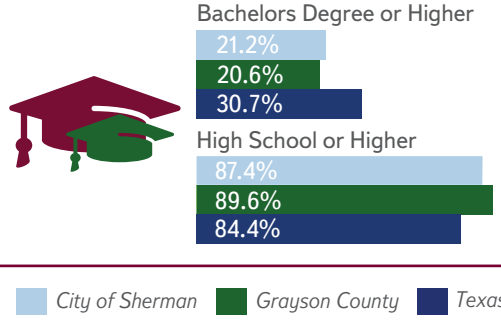
City of Sherman
12.1%
Grayson County
8.6%
Texas
10.9%

Source (all figures): U.S. Census Bureau American Community Survey 2020

Sherman Industries



Educational Attainment



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PART 3

Community Engagement

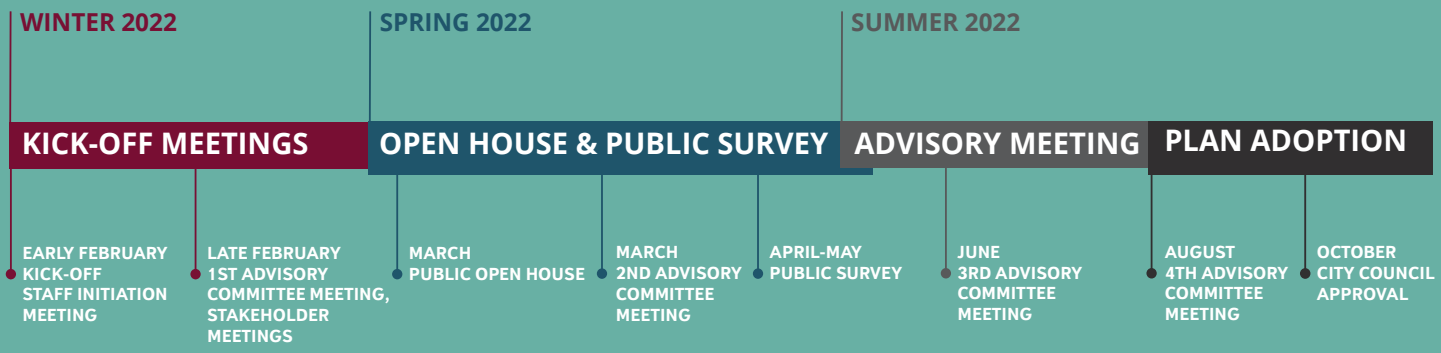


Sherman
CLASSIC TOWN. BROAD HORIZON.

Community Engagement Summary

To ensure that this plan embodies the vision of the community, an extensive public engagement process was completed to identify the needs and desires of the community. The information collected during this process created the foundation for this plan as well as the Trails Master Plan which was developed at the same time. Community engagement efforts for both plans were combined and both plans were developed simultaneously.

FIGURE 3.1 PLAN TIMELINE



STAKEHOLDER MEETINGS

A series of virtual stakeholder meetings were held during the beginning of the public engagement process for these plans. Information collected during these meetings helped shape the community survey and open house questions and generated ideas that could be incorporated later as recommendations. Three stakeholder meetings were conducted over two days with stakeholders being divided into groups by their area of expertise and/or interest. Below is a brief summary of takeaways resulting from all of the stakeholder meetings.

KEY TAKEAWAYS

- City and school district have good working relationship
- Lack of fun things to do for youth
- More pedestrian connections needed between Austin College and Downtown
- Need more high paying jobs
- Need more development on East side (grocery store, housing, etc.)
- Being a one high school town keeps the community connected and close-knit
- Lack of things to do (Entertainment, dining, shopping, etc.)
- Make Downtown a destination
- Unique identity from other nearby cities
- Need better infrastructure
- Regional and local connectivity
- Good base of volunteers to help with trails
- City of Sherman currently unsafe for pedestrians and cyclists
- Abandoned railroad is a good opportunity for trails
- Prioritize children, safe routes to school

ELECTED & APPOINTED OFFICIALS

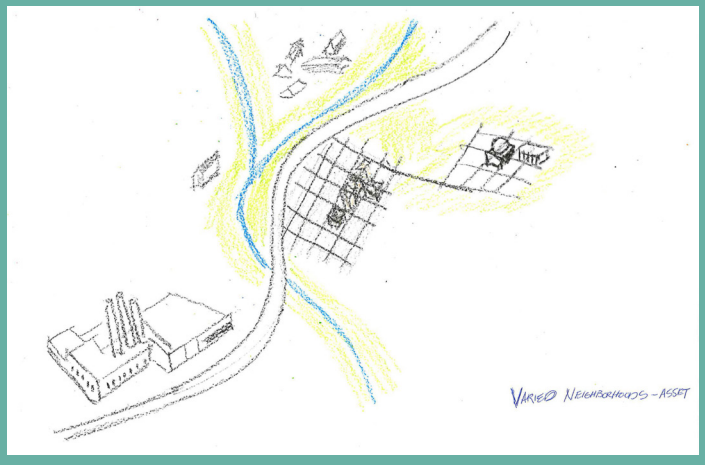
A full day was spent conducting individual 1-hour interviews with all City Council Members and the Mayor of Sherman. These interviews were used to gather input from City Council members about specific issues important to them and their constituents.

ADVISORY COMMITTEE

The Advisory Committee met at key intervals throughout the process to provide invaluable input and guidance for both the Comprehensive Plan and the Trails Master Plan. Through a series of four meetings, the sixteen-person CPAC guided the development of the plan by identifying and evaluating issues and needs, assisting with setting priorities, and providing comments on the plan's preliminary and final recommendations.

MEETING SUMMARIES

1. The purpose of this meeting was to introduce the plan, Halff team, and committee members.
2. Attendees identified top priorities and community issues through a Strengths, Opportunities, Aspirations, and Results (S.O.A.R.) analysis; "What does Sherman mean to you mapping" exercise; and, conducted a Focus Area activity which highlighted Downtown, trails, and general development.
3. This meeting covered goal and action creation as well as prioritization for recommendations and two hands-on future land use and trail corridor mapping exercises.
4. The CPAC reviewed and revised the final draft plan before recommending to City Council for adoption.



Hand drawn interpretation of the City of Sherman depicting the industrial, downtown and Austin College.



The second Advisory Committee meeting held on March 29th, 2022.





The Advisory Committee completing mapping exercises where they drew their own map of Sherman showing significant places to the community.

PUBLIC OPEN HOUSE SUMMARY

An in-person open house was held in the Sherman Municipal Ballroom, on March 28, 2022, to solicit initial community input for the development of the Comprehensive Plan and Trails Master Plan. Individuals were asked to provide feedback on a number of topics which had been identified as key issues during the kick-off meetings. Door prizes were given out by the City of Sherman to encourage attendance. Open house attendees were asked to express their opinions by placing stickers next to priorities or writing thoughts on post-it notes. The outcomes of the open house engagement identified trail connectivity, downtown living, and a concern for updated infrastructure and streets as top priorities.

72

participants attended the event

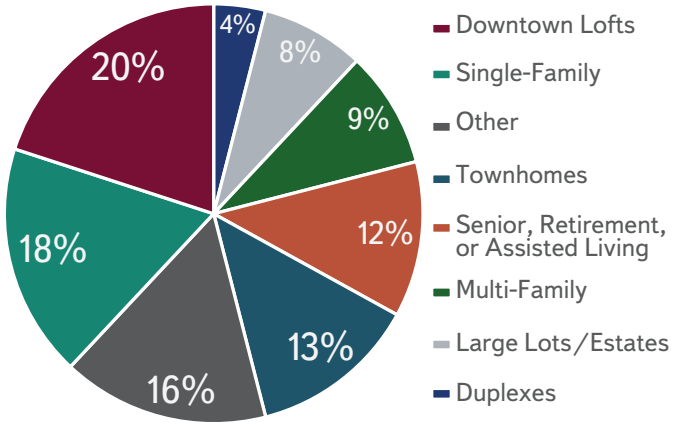


Residents of Sherman give input at the public open house held on March 28th, 2022.



Residents of Sherman give input at the public open house held on March 28th, 2022.

TYPE OF HOUSING MOST NEEDED IN SHERMAN



TOP THREE PRIORITIES FOR THE FUTURE OF SHERMAN

1. Parks & Trails

2. Downtown as a Destination

3. Other

ONLINE SURVEY SUMMARY

An online survey was available to the public to gather community input for the development of the Comprehensive Plan and Trails Master Plan. The survey was available from April 14, 2022 through May 22, 2022 and administered in both English and Spanish. The survey was offered online and the opportunity was given to complete the survey at a community event. The focus of the survey was to gain an understanding of the desires of residents for the future of Sherman.

The 26-question survey included a variety of topics such as demographics, overall quality of life, satisfaction with City services, transportation, housing and neighborhoods, economic development, community development, and priority issues.

Prizes were given out by the City of Sherman to encourage participation across the community. The public input received during this effort was an important source of information for developing the community vision and priorities. A full copy of the survey in English is provided in the ***Appendix***.

1,653

survey responses collected

TOP FIVE AREAS OF IMPORTANCE

RANKING	AREAS OF IMPORTANCE
1	HOUSING AFFORDABILITY
2	QUALITY SCHOOLS AND EDUCATION
3	QUALITY NEIGHBORHOODS
4	EMPLOYMENT OPPORTUNITIES
5	ACCESS TO HEALTHCARE

TOP THREE MOST SATISFIED AREAS OF CITY PERFORMANCE

1. Encouraging economic growth

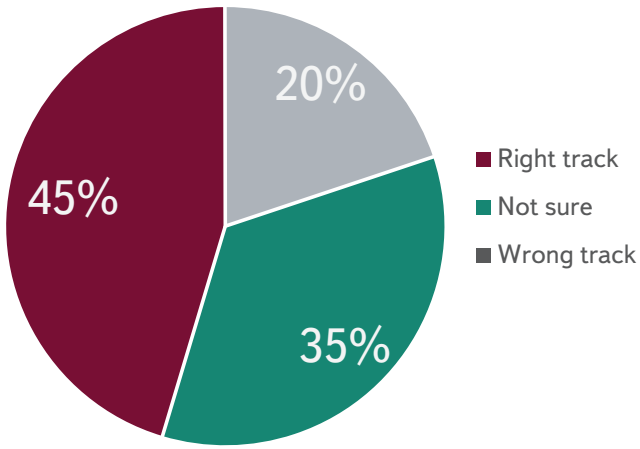
2. Community events and festivals

3. Quality of parks and recreation

WHAT DO YOU LOVE ABOUT SHERMAN?



DO YOU FEEL THAT SHERMAN IS ON THE RIGHT TRACK WITH RECENT GROWTH AND DEVELOPMENT?



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PART 4

Guiding the Future



Framework for the Future

Sherman has many positive attributes and qualities that position the city well for the future. In a fast-growing environment, the churn of energy and challenge is real, with much conversation and opinion about how to move forward. The community's vision for the future calls for action that will produce economic strength, community vitality, and quality development. This vision has shaped the basis of the plan recommendations in this section.

The framework for this community agenda is organized around the following focus areas: Housing and Neighborhoods, Land Use and Design, Mobility, and Livability.

This section identifies a series of strategies to accomplish the goals set for these four focus areas over time. It is understood that not every strategy will be completed in the near-term or, in some cases, throughout the time horizon of this plan. As such, ***Part 5, Implementation,*** sets out a prioritized implementation action plan which provides more clarity for the specific action steps needed to achieve the strategies.

PLAN GOALS

There is one community goal associated with each of the four focus areas in the comprehensive plan that are intended to guide the associated strategies and actions. These goals, outlined on the following pages, represent broad topics of equal importance that will guide the Sherman action plan over the next five to ten years. Each goal is summarized as a statement of desired outcomes, which can be viewed as a commitment for the community to achieve as the plan is implemented.

It is important to note that the plan goals are not ranked in order of importance or priority. The priorities and timing of associated actions necessary to achieve the goals are detailed in the Implementation tables contained in ***Part 5, Implementation.*** It is intended that the City of Sherman will take action and respond to community needs on each of these goals during implementation. While there will be changing priorities over time, with shifting order of magnitude, these goals will be enduring and constant throughout the time frame of the plan.

The community goals build on the vision and engagement that provided the framework for the community agenda. This should start with the leadership of the City government, yet should include the citizens, local businesses, civic organizations and partnering entities in participation together to work towards these outcomes. This section and the subsequent implementation section are presented hand-in-hand to guide the community with action-oriented steps towards the future.

Downtown Sherman at night



FIGURE 4.1 COMPREHENSIVE PLAN FOCUS AREAS



PLAN RECOMMENDATION FRAMEWORK

- **Focus Areas** – organizational area to group strategies and actions through specific focal elements
- **Goals** – broad statements of desired community outcomes/ achievements
- **Strategies** – policies and objectives designed to achieve goals
- **Actions** – action steps used to accomplish the goals and strategies

GOAL 1 | Housing & Neighborhoods

SHERMAN BUILDS LONG-TERM NEIGHBORHOOD INTEGRITY WITH A BALANCED, DIVERSE MIX OF HOUSING THAT SUPPORTS THE PRESERVATION AND CREATION OF QUALITY, AFFORDABLE HOUSING.

Feedback from the public engagement process indicated housing affordability was the highest priority. Generally, affordable housing is defined as housing that is built to last and both suitable and affordable for people from all walks of life. The cost of housing is typically determined by the marketplace's tolerance. However, cities do have a role in affecting prices by regulating density, product types, and community desirability. Sherman can position itself to adapt to changing market conditions and promote housing affordability by encouraging diversity in housing products and defined density in appropriate locations. It will be critical for Sherman to balance affordable housing needs with quality home construction, location, and appropriate densities. With over 40,000 acres designated for neighborhoods on the Future Land Use Plan, it is critical for these neighborhoods to be "complete neighborhoods."

COMPLETE NEIGHBORHOODS

Vibrant and economically successful cities are comprised of strong, cohesive neighborhoods, woven together by thriving commercial corridors, and punctuated with schools and lively "centers" or "activity nodes." Well-designed neighborhoods that have stood the test of time exhibit key characteristics and include many of the following features:

- Equal prominence of pedestrian and vehicular circulation
- Variety of dwelling types
- Convenient access to schools, recreation, and daily conveniences
- Efficient street layouts with connectivity to major streets and other neighborhoods
- Cohesive visual identity
- Landscaping, conservation areas, and/or greenbelt and trails

STRATEGIES

STRATEGY 1.1: *Continue to partner, and find new partnerships, with local and regional organizations to support affordable housing initiatives.*

STRATEGY 1.2: *Invest in programs that allow Sherman residents the opportunity to become invested in their community through housing.*

STRATEGY 1.3: *Pursue affordability and diversity in the Sherman housing market.*

STRATEGY 1.4: *Update the land development code to support housing that has well-defined character, compatibility with adjacent uses, and balanced density.*

STRATEGY 1.5: *Protect and enhance existing neighborhoods and housing stock.*



Examples of existing housing in Sherman

FIGURE 4.2 ELEMENTS OF A COMPLETE NEIGHBORHOOD

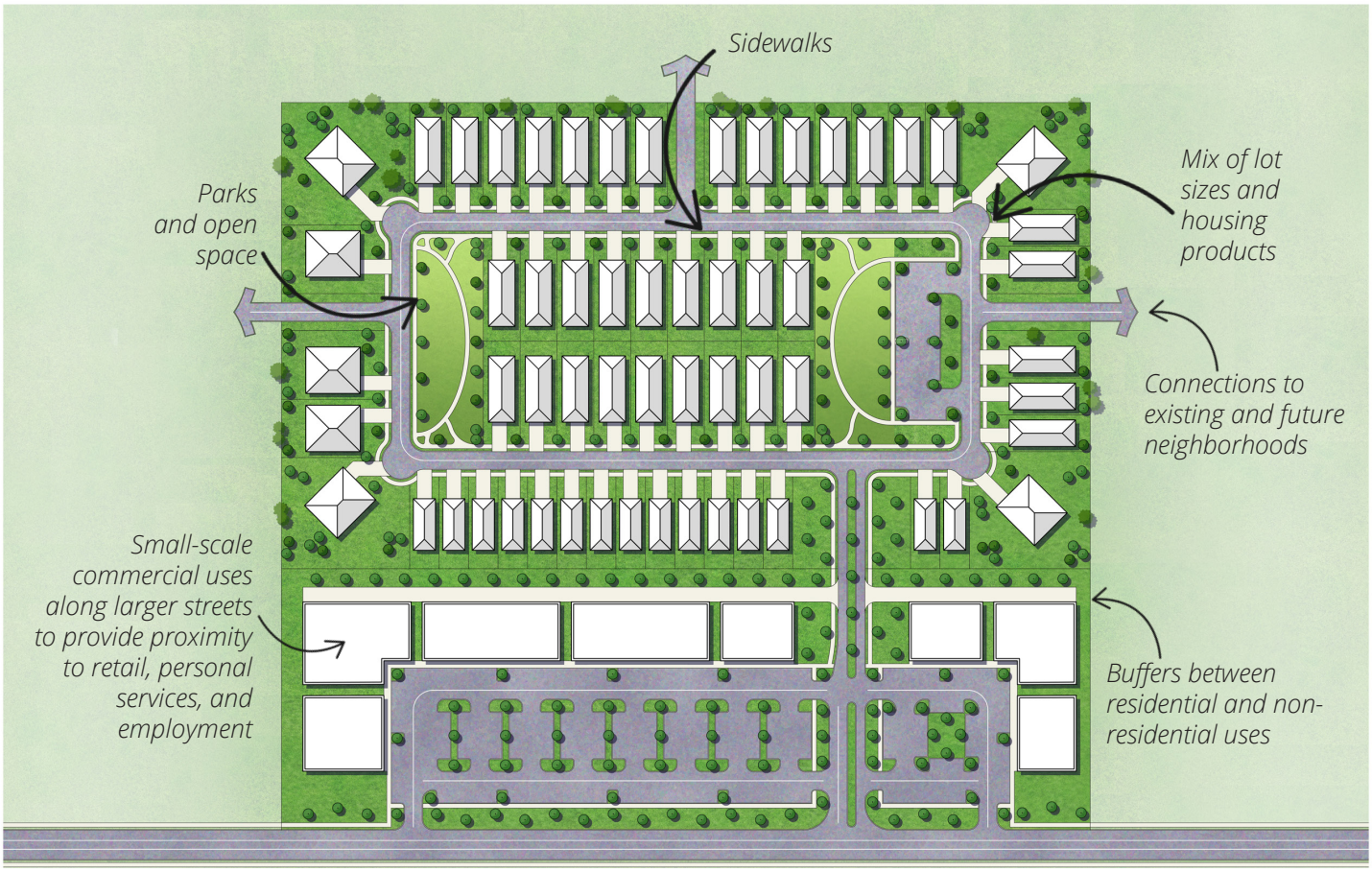


FIGURE 4.3 CONSERVATION SUBDIVISION



CONSERVATION SUBDIVISION DESIGN CAN ACHIEVE THE SAME OR GREATER DEVELOPMENT YIELD THAN TRADITIONAL DEVELOPMENT WHILE MAINTAINING RURAL CHARACTER.

GOAL 2 | Land Use & Design

SHERMAN PROMOTES HIGH QUALITY, BALANCED, AND FLEXIBLE DEVELOPMENT PATTERNS THAT SUPPORTS EXISTING RESIDENTS AND MANAGES FUTURE GROWTH IN A FISCALLY SUSTAINABLE MANNER.

To grow how the community desires, Sherman must remain focused on quality development and balanced land use. Quality development is defined as development which is aesthetically pleasing, adds value to the community, and fits cohesively into the city's adopted future land use map. The Future Land Use Map graphically depicts the preferred patterns of future development and is to be used as a tool to guide staff, elected and appointed officials, and the development community during times of decision-making. **Map 4.1, *Future Land Use*** and associated descriptions capture the community's values and envisioned future regarding how, when, and where Sherman should grow over the next 10 years and beyond. It covers all areas within the city limits and the City's ETJ. The map was derived using feedback from the public engagement process.

STRATEGIES

STRATEGY 2.1: *Adopt and ensure the consistent application of the Future Land Use Map to guide the growth and development of Sherman.*

STRATEGY 2.2: *Maintain and update development codes to achieve the community's desired character and quality.*

STRATEGY 2.3: *Support placemaking efforts that enhance the community character of Sherman.*

STRATEGY 2.4: *Ensure effective communication with developers regarding regulatory requirements and implementing the vision of the community.*

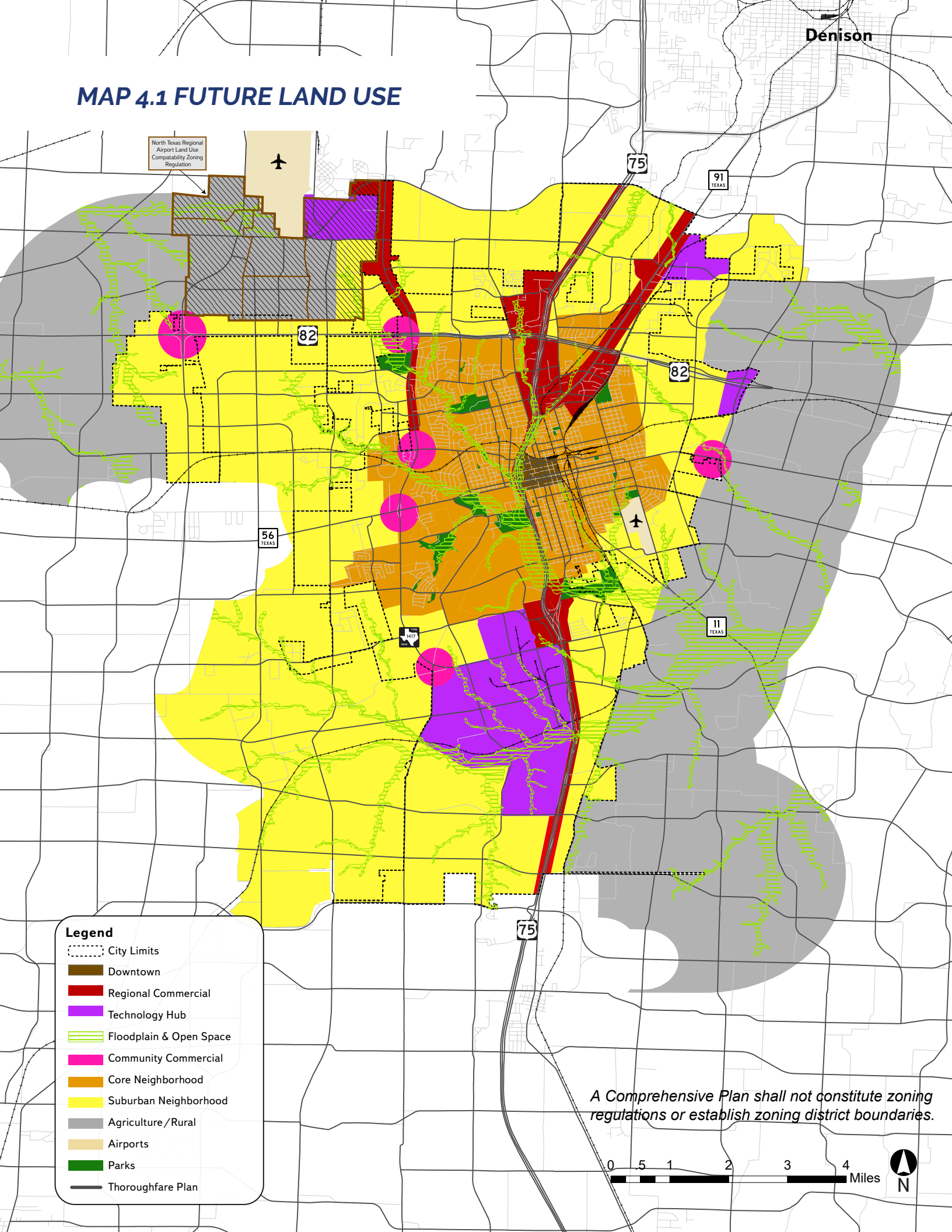
STRATEGY 2.5: *Develop gateway features and wayfinding that delineate the boundaries of the city and guide visitors to key destinations.*

FUTURE LAND USE DESIGNATIONS AND DESCRIPTIONS

The future land use descriptions, starting on page 32, provide further information about the purpose of these different areas of the community, including:

- **Intent & Character:** This subsection provides a general description of the intended character of development.
- **Appropriate Land Use Types:** This subsection provides guidance on the primary, and in many cases, secondary uses which may be appropriate in certain areas of the city and to update zoning district regulations.
- **Compatible Zoning Districts:** This subsection provides guidance as to which established zoning district(s) may be most appropriate to implement the intent of the future land use category. In many cases, improvement to the City's regulations may be warranted to fully achieve the envisioned character.
- **Considerations:** This subsection provides guidance on proposed locations and development qualifiers which may be appropriate during zoning requests, development approvals, as well as during subsequent updates to the City's regulations.

MAP 4.1 FUTURE LAND USE



Future Land Use Descriptions

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

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.



Example of high density lofts in Sherman



Example of existing suburban development in Sherman

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

COMMUNITY COMMERCIAL

Intent & Character

The Community Commercial category is intended to promote smaller-scale commercial uses that are integrated into the community. These uses should be compatible with residential development and should provide necessary goods and services to residents. Many of the uses encouraged by this category can be similar to Regional Commercial, but should be developed in a much smaller and community-compatible scale.

Appropriate Land Use Types

- Retail and Restaurants
- Grocery Stores
- Professional Offices/Services
- Personal Services
- Childcare

Compatible Zoning Districts

- Neighborhood Commercial
- Retail Business
- Office

Considerations

- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



Sherman Town Center on US-75 is an example of Regional Commercial

TECHNOLOGY HUB

Intent & Character

The Technology Hub category is intended for areas of the community that are dedicated to large-scale employment uses. These areas are generally located north and south, anchored by the airport and Texas Instruments, respectively. These areas contribute to the community by providing a tax base and employment opportunities.

Appropriate Land Use Types

- Manufacturing
- Research and Development
- Warehousing and Distribution
- Multi-Family

Compatible Zoning Districts

- Light Manufacturing
- Heavy Manufacturing
- Multi-Family Residential (MF-15 and MF-30)

Considerations

- Multi-family uses can support employment uses and provide housing variety in the community. These uses should be integrated into planned developments.
- Industrial uses should be ones that are primarily operated inside.
- Outdoor storage should be limited and screened from public view.

FLOODPLAIN & OPEN SPACE

Intent & Character

The Floodplain & Open Space category is intended to preserve areas to handle stormwater and provide open space corridors for passive trail and recreation activities. These areas are not suitable for land development projects and buildings but may become future parkland managed by the City. These green corridors help protect the community from flood hazards and property damage and offer opportunity for trees, trails, and community connection. It should be noted that floodplains and floodways are regularly adjusted and reevaluated so the boundaries depicted for this land use category on the map should subsequently be interpreted as fluid.

Appropriate Land Use Types

- Parks
- Trails
- Open Space

Compatible Zoning Districts

- All zoning districts

Considerations

- These areas should be located throughout the community and incorporated into new developments.
- There are opportunities for trails, trailheads, and stream crossings throughout floodplain corridors that should be constructed or funded in coordination with adjacent development projects.



GlobiTech, Inc, a key employer in Sherman's Technology Hub area

DOWNTOWN

Intent & Character

The Downtown category is intended to promote the redevelopment of Downtown Sherman. This area has many aspects to consider like mix of uses, historic and cultural elements, aging buildings and infrastructure, and the pedestrian experience. This area should be guided by a Downtown Master Plan that provides uniquely tailored action steps for the area.

Appropriate Land Use Types

- Residential (upper-story, multi-family)
- Retail and Restaurants
- Entertainment
- Office (preferably on the second floor and above)

Compatible Zoning Districts

- Multi-Family Residential (MF-15 and MF-30)
- Office
- Retail Business
- Neighborhood Commercial

Considerations

- Land uses in downtown should be balanced to promote activity during business and evening hours.
- Residential should be encouraged to support non-residential uses.
- Public facility uses should not be expanded and should be relocated if located in a part of downtown that would be better served by a more dynamic use.

AGRICULTURE/RURAL

Intent & Character

The Agriculture/Rural category is intended for areas of Sherman that are not anticipated for development within the next ten years. These areas are generally located in the ETJ and do not have adequate utilities planned to serve development. Development in this category will generally be served by well water and on-site sewer facilities. It is intended that as development and utilities move further out, these areas should be re-evaluated and assigned an appropriate Future Land Use category during the next comprehensive plan update (or sooner, if needed).

Appropriate Land Use Types

- Large lot residential
- Farming and agriculture

Compatible Zoning Districts

- Residential Agricultural
- Estate Residential

Considerations

- Since a majority of this category is located in the ETJ, use cannot be controlled through the application of zoning. Because of this, the subdivision ordinance should be evaluated to ensure quality subdivision regulations.



Downtown Sherman

GOAL 3 | Mobility

SHERMAN HAS A BALANCED AND DIVERSE TRANSPORTATION NETWORK OF SAFE, CONNECTED, ATTRACTIVE STREETS, TRAILS, AND PATHWAYS.

The purpose of robust mobility planning is to identify and address key transportation issues in the community and make recommendations to help improve community mobility. Much of the credit in a successful transportation system is derived from long-term planning, projection of needs, and wise allocation of resources. Specifically, this means identifying the demand for certain transportation facilities and anticipating future demand as the community expands by area and population. To maintain a higher quality of life for residents and remain competitive, local and regional transportation investments will be necessary commensurate with this growth. Coordinated efforts are needed to ensure that new streets are properly planned and efficiently implemented, and the design character of the streets should correspond with land uses.

A key element of the mobility planning effort is **Map 4.2, *Thoroughfare Plan***. This tool is used by not only City leadership, the Planning and Zoning Commission, and City Council, but also landowners and community builders. This plan provides a long-term outlook for the main thoroughfare connections and extensions as new development occurs.

THOROUGHFARE PLAN MAP

The Thoroughfare Plan Map, **Map 4.2**, identifies the location and type of street facilities that are needed to meet projected long-term growth within the area. It is not a list of construction projects but rather serves as a tool to facilitate the preservation of future corridors for transportation system development. Many of the proposed arterial and collector streets identified on the Thoroughfare Plan Map, especially in the ETJ, will likely not be needed or constructed within the next 20 or 30 years. A key purpose of the Thoroughfare Plan Map is to preserve a general alignment and sufficient width to allow for efficient expansion and improvement of the street system. So that as development occurs in the future, the City can ensure the construction of transportation facilities to serve the needs of the community at that time.

In addition, it provides opportunities for other transportation modes so as not to place a fiscal burden on the community to fund extensive street improvements, which, in turn, require long-term maintenance.

Displayed on the Thoroughfare Plan Map are the proposed general alignments for the extension of existing collectors, arterials and planned new streets.

STRATEGIES

STRATEGY 3.1: *Provide for a safe and well-maintained transportation system in Sherman.*

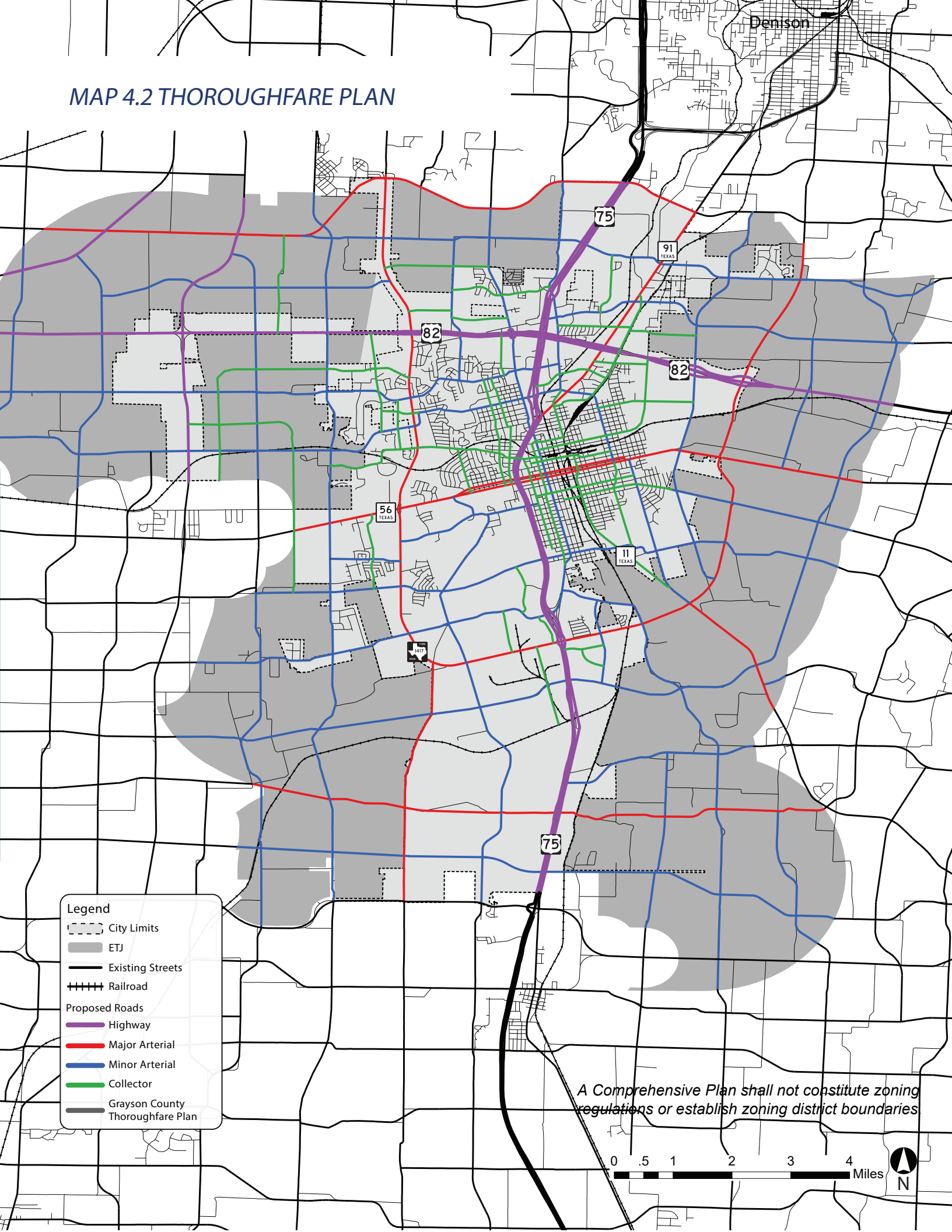
STRATEGY 3.2: *Proactively plan for a multimodal transportation system to reduce congestion and accommodate anticipated travel demand.*

STRATEGY 3.3: *Expand Sherman's transportation system in a context-sensitive manner to respect community character, connectivity, and safety.*

STRATEGY 3.4: *Enhance and expand public transportation options.*

STRATEGY 3.5: *Build a safe, connected community-wide system of trails which create linkages to greenspaces, parks, neighborhoods, and destinations.*

MAP 4.2 THOROUGHFARE PLAN



Issues and Opportunities

A CONNECTED AND SAFE MOBILITY NETWORK

A well-managed and maintained transportation system is paramount to ensuring safe and functional streets on an ongoing basis. While street construction and expansion improvements are important to address existing and future transportation needs, maintenance of existing street facilities will require equal attention of the City. Financial resources dedicated to transportation improvements need to be carefully balanced with basic maintenance and operations of the existing systems of travel. Case in point, streets in the older parts of town have worsened over time and are in need of repair. Some of this decline is inherent to the aging of streets and is simply indicative of the need for continued maintenance. In other situations, associated corridor infrastructure (sidewalks, intersection controls, crosswalks, etc.) was never installed along City streets and need to be constructed.





GREATER WALKING AND BIKING OPPORTUNITIES

Bicycle and pedestrian facilities increase livability and help create a cohesive environment that is interconnected by way of street corridors and a system of bike lanes, trails, and sidewalks. In addition to their practical function of getting people to their destinations, pedestrian and bicycle facilities can help serve some recreational needs in the community. Currently, the private automobile is the primary form of transportation for most individuals in the Sherman area. However, with an aging population and the presence of Austin College, opportunities exist for providing and accommodating alternative modes of transportation including bike and pedestrian facilities.

The Trail Master Plan identifies the location of priority corridors for existing and future bicycle and pedestrian infrastructure in the City of Sherman. It will be important to for the City to focus on the development of these corridors as development occurs or if right-of-way can be acquired in advance of development.

CONNECTIVITY AND CHARACTER-BASED STREETS

A main consideration in building a street network is the physical design of the corridor and its infrastructure elements. Character-based streets are important to ensure that the elements within each streetscape are cost-effective yet with a pleasing design that is calibrated to the transportation needs of the corridor and adjacent development. For instance, the majority of the City's older residential areas are on a grid system. However, newer neighborhoods to the north and northwest have been designed with a curvilinear street pattern. Concerns have been raised regarding connectivity, service delivery, and impacts on arterials. Adequate connectivity within and between neighborhoods should be a priority. Likewise, new subdivisions and commercial centers should be developed in a manner that allows for multiple mobility options. A well-designed, multi-modal corridor can be a boost to a neighborhood.





PUBLIC TRANSPORTATION SERVICES

For many, the car will remain their primary form of transportation, but resources for transit service must also be prioritized to serve the current needs. There are many people who cannot, or who desire not to, use a car every day. The younger generation is increasingly seeking safe and efficient alternatives to driving, while an increasing number of retired and elderly residents may need to rely on transportation alternatives.

Allowing residents to use additional public transportation options from their homes to employment and key destinations in an efficient way is essential to quality of life. As the population ages, ensuring availability of alternative transportation options will be important in enhancing mobility. Likewise, given limited resources and constraints to solely funding routes through the city, maximizing partnerships will be a crucial long-term transit implementation strategy.

FUNCTIONAL CLASSIFICATION OF STREETS

An effective transportation system is comprised of a network of streets each with its own designation, function, and capacity within the system. Each segment contributes to the interconnectivity of the network. Therefore, for a network to operate efficiently, it is essential for there to be a complete network of streets.

A well-connected and functional street network is one that is safe, cost-effective and in harmony with adjacent land uses. Characteristics of the City's functional classification system as represented in the types of streets shown on the Thoroughfare Plan Map can be found in the City's 2040 Thoroughfare Plan Update.



GOAL 4 | Livability

SHERMAN OFFERS A COMPLETE COMMUNITY EXPERIENCE WITH A VARIETY OF QUALITY LIFESTYLE AMENITIES FOR ALL.

Livability elements include the aggregate of employment opportunity, educational opportunity, shopping and attractions, quality infrastructure and public services, healthcare alternatives, and recreational amenities. These are among the things that are attractive to people seeking to stay in Sherman or relocate their families and businesses there. To grow how the community desires, the City must remain focused on quality of life elements that make Sherman a great place to live.

Downtown is a unique asset to Sherman which captures the city's history and culture. This special area requires continued efforts to cultivate and plan for a second coming of the historic downtown. The Sherman community spoke loudly that they want downtown activated, but not at the expense of its charm and historic feel. Efforts to initiate a downtown action plan would help position the city center for a dynamic future as the community expands.

QUALITY OF LIFE

When planning for the future, city staff and urban planners often consider 'Quality of Life' indicators because these measures help tell the story of a city's livability and desirability to both current and new residents. While the factors that define a city's quality of life can vary, they often include aspects such as employment and financial status, health, education, and public services. Additionally, these factors can include placemaking and cultural vibrancy.

In several of these areas, such as employment and cost of living, Sherman fares better than the state as a whole; in other areas, Sherman is actively seeking to improve through the development of parks, trails and enhancement of downtown Sherman. Many residents enjoy the quality of life in Sherman for its "small-town feel" yet relatively easy access to big-city amenities. With continued growth, preserving this element will be an important consideration for maintaining Sherman's quality of life.

STRATEGIES

STRATEGY 4.1: *Create and maintain strong partnerships with education providers and community groups to achieve community goals and foster civic pride.*

STRATEGY 4.2: *Prioritize integrated and well-planned utility infrastructure to serve desired growth.*

STRATEGY 4.3: *Encourage redevelopment and activity in downtown Sherman with locally-owned businesses, shopping, dining, and entertainment opportunities.*

STRATEGY 4.4: *Build upon and promote signature regional attractions, events, and destinations within Sherman.*

STRATEGY 4.5: *Expand Sherman's burgeoning economy through targeted economic development initiatives, marketing, destination attractions, and community support of quality development.*

STRATEGY 4.6: *Provide park and recreation amenities that are inclusive and accessible to all residents.*

STRATEGY 4.7: *Sustain a forward thinking, high-performing, and accountable City government and municipal services.*

STRATEGY 4.8: *Facilitate development of acute-care hospital facilities within Sherman.*

DOWNTOWN ACTION PLAN

A Downtown Action Plan will not only dive further into the character elements sought by the public but will focus on land use and mobility changes. This special-area master plan should include a review of appropriate uses for a historic downtown, infrastructure, civic and public space, design and preservation elements to maintain and celebrate Sherman's heritage. The ultimate outcome of the effort should not only focus on the design and branding elements but, perhaps even more importantly, the activation of desired uses and businesses so that the district will truly come to life. The plan should establish a cohesive design theme, desired land uses and intensity, and a master infrastructure plan that addresses fire flow and drainage. The development of the plan should include public participation, especially from downtown property owners and business owners.





DOWNTOWN AS A DESTINATION

Land use is a critical component to the success of any downtown. Having an appropriate mix and density of residential and commercial uses will attract more residents and visitors and help fill vacancies. Currently Sherman's downtown is predominantly daytime uses which leaves the area empty in the evenings. Citizens expressed a strong desire for more nighttime activities and weekend activation. More shops and restaurants, better entertainment options, and more festivals and events were the top requested elements from the public survey. Residents at the open house also showed a strong interest in downtown living, which would help to create a "captive market" for downtown businesses to thrive.

DOWNTOWN FUNDING

Several infrastructure improvements are needed in downtown Sherman for more businesses to open. Many of the buildings are older and are not up to code and the sewer infrastructure is outdated and undersized, although sewer planning efforts are ongoing. Ensuring the public improvements required for redevelopment are made in downtown may take a variety of funding sources and prioritized budget allocations. Examples of funding mechanisms include Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), Municipal Bonds, and developer contributions. Prioritized projects for downtown through the Capital Improvement Program (CIP) can be identified through a Downtown Action Plan.



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PART 5
Implementation



Sherman
CLASSIC TOWN. BROAD HORIZON.

Plan Implementation

It is through action, decision making, coordination, and monitoring that the Plan comes to fruition. The importance of planning cannot be overstated—planning provides for the protection of private property and ensures future development occurs in a coordinated and organized fashion. The future of Sherman will be shaped using policies and recommendations developed in this Plan. City representatives, City staff, and dedicated citizens will all need to be "Champions" of the plan to ensure the recommendations guided by the public input process are properly implemented. The roles of each of the following will be crucial to ensure effective implementation of the Plan.

CITY STAFF

- Managing the day-to-day implementation of the Plan, including ongoing coordination necessary for plan implementation
- Supporting and carrying out capital improvement planning efforts in accordance with the Plan
- Managing the drafting of new or amended land development regulations in accordance with the Plan
- Conducting studies and developing additional plans
- Reviewing applications for consistency with the Plan as required by the City's land development regulations

P&Z COMMISSION

- Making recommendations related to development and redevelopment
- Ensuring that development is consistent with the vision, goals, objectives, actions, and policies of this plan
- Preparing a periodic progress report with the help of City staff to review goals to evaluate consistency with the plan's vision

CITY COUNCIL

- Adopting amendments to the Plan by ordinance, after the recommendation by the Director of Development Services
- Adopting new or amended land development regulations to implement the Plan
- Approving inter-local agreements that implement the Plan
- Establishing the overall action priorities and time-frames by which each action item of the Plan will be initiated and completed
- Considering and approving the funding commitments that will be required
- Offering final approval of projects and activities and the associated costs during the budget process, keeping in mind the need for consistency with the Plan and its policies
- Providing policy direction to the Planning and Zoning Commission, other boards, and City staff

DEVELOPMENT PROCESS

There will likely be many occasions when this Plan's directives require interpretation, adaptability, and flexibility. These circumstances should be thoughtfully approached and evaluated based on compliance and implementation with the Plan vision, goals, commitments, and initiatives in ***Part 5, Implementation.*** Particularly as it pertains to physical plans such as the Future Land Use Plan and Thoroughfare Plan, staff and decision-makers in the development process will make daily determinations interpreting the Plan.

During the development process, proposals will often be considered for developer and landowner agreements, planned developments, rezonings, etc. These are critical decision points to ensure planning goals are achieved, the public is informed, and processes are clear to promote community investment from builders. City staff should analyze applications for compliance with the goals and commitments provided in ***Part 4, Guiding the Future.*** This process should include evaluating an application by demonstrating general compliance with the comprehensive plan and reference to individual goals, strategies, or even actions.

PLAN TO CODE RELATIONSHIP

Though adoption of this Plan is a big accomplishment, the next step is to translate this Plan's actions to the City's Development Code. While the Comprehensive Plan creates the vision for community desires, the Code enables the City to enforce that vision. Once this Plan is adopted, the City should immediately complete an assessment of the current Unified Development Code to determine what is needed to meet the vision of the new Comprehensive Plan. With this information defined, the City can then move towards updating the existing Code to align with the vision of the Comprehensive Plan. Additionally, as this Plan is updated over time, the Code should be updated accordingly, in order to reflect the changing conditions in Sherman.

SPECIAL AREA AND MASTER PLANS

The Sherman Comprehensive Plan covers a wide variety of topics which have the potential to affect the City's existing and future plans. This includes additional plans and studies, some of which are recommended in ***Part 4, Guiding the Future.*** Some of these exist or are ongoing planning exercises, such as the Water and Wastewater Master Plan and the Trails Master Plan. Others are anticipated in the future, such as a Downtown Action Plan and the Parks, Recreation, and Open Space Master Plan update.

As implementation actions are initiated, the City should ensure that actions within this Plan consider existing citywide service plans and special area plans and work to align the two. Additionally, when other City plans are being updated, those plans should ensure that updates align with the goals and actions defined in the Comprehensive Plan.

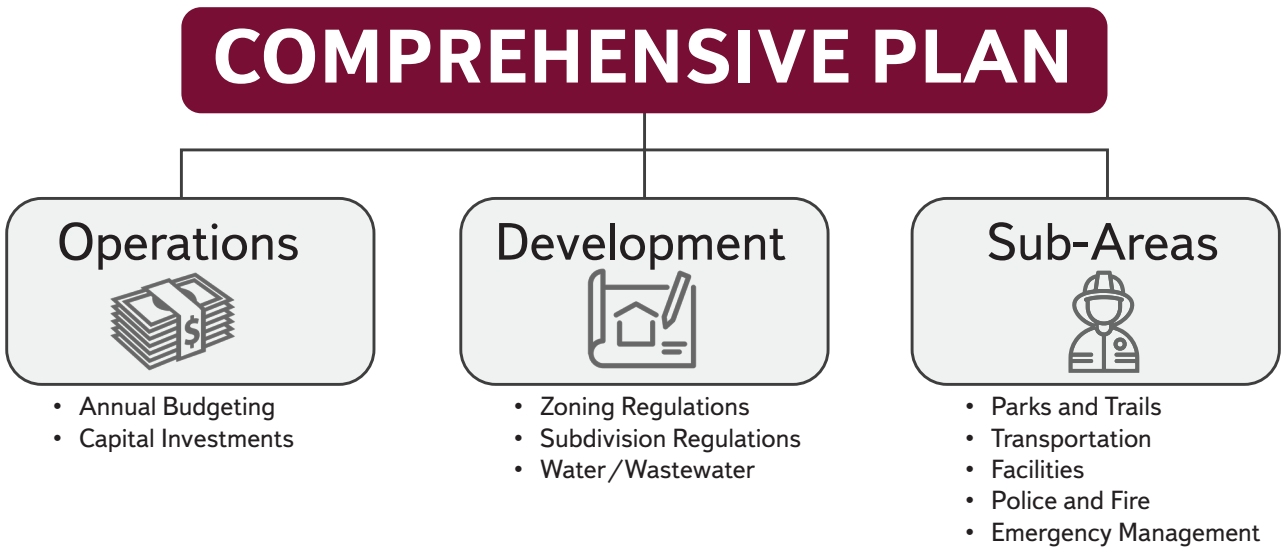
MONITORING AND BENCHMARKING

The City of Sherman will monitor the Plan implementation activities and the corresponding effects on the community environment, community prosperity, and community livability. Monitoring activities will not only record implementation accomplishments and measures of success but will also reveal opportunities to modify and amend the Sherman Comprehensive Plan to address changing conditions or community preferences.

Realizing the vision of Sherman involves actively and deliberately working toward the action steps in the implementation table. This plan created goal statements and strategies — which culminated in action steps. In the Implementation Action Plan, page 47, the departments involved in each action are listed, providing guidance as to who shares accountability in the outcome.

As part of the ongoing implementation process, benchmarking and monitoring should take place regularly. These reports should include a status update on implementation, important actions and accomplishments occurring in the past year, and identification and recommendation of needed actions and programs to be created and implemented in the coming year. The Comprehensive Plan report should be presented at a work session and regular session of the City Council.

FIGURE 5.1 PLAN RELATIONSHIP TO OTHER AREAS



PLAN INTEGRATION

As this plan is put into action, an important element of its success is the funding and annual programming of implementation projects. Components include annual budgets, capital improvement program (CIP), departmental business plans, and their ongoing alignment to achieve effective outcomes.

ANNUAL BUDGETING

A primary source of funding for implementation of this plan is the City's annual budget, made up of various revenue sources. For implementation actions to be completed, the City must have adequate funds to complete the necessary work. It is recommended that each action taken by City Council is tied to the goals of City's comprehensive plan, strategic plan and other relevant master plans through direct language in resolutions and ordinances.

CAPITAL IMPROVEMENT PROGRAM

A capital improvement program is a multi-year plan (typically annual, 5-year and 10-year) that identifies upcoming capital projects for prioritization and funding. Projects include street infrastructure; water, wastewater and drainage facilities; open space, trails and recreation facility construction and upgrades; and the purchase of major equipment. Identifying and budgeting for major capital improvements will be essential towards the successful implementation of this plan. Decisions regarding the prioritization of proposed capital improvements should take into account the policy and management directives of this plan to ensure alignment between the two.

PLAN UPDATE

This Plan is only a snapshot in time. As the community evolves, the plan must change as needed to keep the community's vision enact. In order to remain consistent with the community's vision, implementation must be flexible and allow for adjustments to account for shifts at the local and national level over time. Therefore, it is recommended that this Plan be revisited on a regular and routine basis followed by warranted updates.

FIVE-YEAR UPDATE

The purpose of the update is to evaluate the original assumptions from the plan regarding growth and development trends, emerging issues, and to determine if remaining proposed action strategies are still relevant. The five year update should include the following:

- A summary of plan amendments and accomplishments to date;
- Changes in trends and issues since the previous plan adoption (e.g., changes in the predicted growth rate and the corporate boundaries; demographic composition; community attitudes; or other social, environmental, or political issues which may affect the feasibility of implementation);
- Conflicts between decisions made and implementation actions yet to be undertaken;
- Changes in law, procedures, or programs which will affect identified implementation actions; and
- A comprehensive re-evaluation of the Implementation Action Plan.

TEN-YEAR UPDATE

The plan should be taken through a full update process every 10 years. The 10-year update should include the following:

- Comprehensive re-evaluation of the community's vision for the future;
- Evaluation of action items from this plan that have yet to be considered;
- Re-engagement of the public;
- Re-analysis of the issues and trends related to community growth, transportation, land use, parks and recreation, public facilities and services, and infrastructure; and
- A new plan of action reflective of the refined vision for the future.

PLAN AMENDMENT

From time to time, it may be necessary for the City to amend the overall plan in response to changing circumstances, development trends, or a unique opportunity. This will more than likely occur in regards to the Future Land Use Map, which is intended to be a durable implementation tool yet not be too rigid that desired changes cannot be accommodated. A development process and amendment guide should be prepared immediately following adoption for clarity regarding amendments to the Future Land Use Map.

As time goes by, if there are only a few modifications, the Future Land Use Map is still serving its purpose. If there are significant and frequent changes to the plan, a more comprehensive evaluation should be undertaken and the plan should be revised, with input from the public.

AMENDMENT INITIATION

Amendments to the plan are typically requested by a landowner, developer, or by the City itself. Most commonly, these circumstances occur during the development entitlement phase, where staff may determine that a rezoning proposal is not consistent with the comprehensive plan and the proposal should either be altered for compliance or pursued as an amendment. Determination of a necessary amendment should be made by City staff when the proposal is incompatible with the Future Land Use Map. The process for such an amendment should follow an established process formally approved and codified by the City. The process should include public hearings so that citizens have a chance to voice their opinions. It is recommended that the City maintain the threshold for a super-majority approval for comprehensive plan amendments.

At times, the City may need to initiate the comprehensive plan amendment process. Such an action may be needed to amend the land use framework, strategies or actions due to changing circumstances, respond to state legislation or mandates, etc. Such amendments shall be consistent with the goals of this plan and citizen input is a critical part of consideration of future adjustments. Significant amendments and updates may warrant input from the Citizens Comprehensive Plan Committee. Ongoing citizen involvement and buy-in is critical to maintaining the support of the plan as the city grows and evolves.

Implementation Action Plan

Successful implementation of the community's vision is the shared responsibility of the residents, property owners, business owners, governmental agencies, civic organizations, service providers, trade groups, social advocates, and others. With a 10-year implementation period for this plan, however, it will take the leadership of the City of Sherman to remind its residents, stakeholders, and partners that there is a role for all of them to pursue the desired outcomes of their comprehensive plan. This section of the plan contains the Implementation Action Table. This table contains all of the recommendations of the Plan prioritized and assigned to the department that will be involved in their completion.

Actions listed in the Implementation Action Table are classified under the following broad categories:

- **Program**. These initiatives may include creating a new program or expanding upon existing key City programs.
- **Study**. These initiatives may include conducting further studies to identify solutions to particular problems.
- **Policy**. Official procedures or policies used to make City decisions.
- **Partnership**. These initiatives will include two or more entities working close together to serve as champions of the plan.
- **Regulation**. Council approved regulations used to direct growth or additional procedures.

The actions listed within the implementation tables in this section are allocated among four levels of prioritization and reflect the action's priority as determined during the comprehensive planning process.

The four time frames identifies when comprehensive plan actions should be initiated:

- **(0-2)**. Actions should be initiated within the next one to two years although completion may extend across a larger time frame. These are the City's top priorities for implementation.
- **(3-5)**. Actions which may be initiated within the next three to five years.
- **(6-10)**. Most of these actions are projected to be implemented in the long term and may be further prioritized in following plan updates.
- **(Ongoing)**. Actions may also be ongoing where they represent a policy or practice that should occur throughout the planning period as a mark in all of the above timeframe categories.

TABLE 5.1 IMPLEMENTATION ACTION TABLE

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
**GOAL 1: HOUSING AND NEIGHBORHOODS	** SHERMAN BUILDS LONG-TERM NEIGHBORHOOD INTEGRITY WITH A BALANCED, DIVERSE MIX OF HOUSING THAT SUPPORTS THE PRESERVATION AND CREATION OF QUALITY, AFFORDABLE HOUSING.					
Strategy 1.1: Continue to partner, and find new partnerships, with local and regional organizations to support affordable housing initiatives.						
a.	Develop on-going partnerships with non-profits to encourage housing targeted to lower-income residents.	Partnership	X	X	X	Development Services, City Council
b.	Develop an information library of housing assistance resources for residents either online or at City offices and keep it up to date.	Partnership	X	X	X	Development Services, City Council
c.	Continuously network with affordable housing developers/organizations and create a marketing package sharing Sherman demographics and housing needs.	Partnership	X	X	X	Development Services, City Council
Strategy 1.2: Invest in programs that allow Sherman residents the opportunity to become invested in their community through housing.						
a.	Establish special incentive areas where the City will prioritize funding of programs, incentives, and development.	Policy	X	X	X	Development Services, City Council
b.	Continue to offer the Residential Tax Abatement program.	Program	X	X	X	City Council
Strategy 1.3: Pursue affordability and diversity in the Sherman housing market.						
a.	Create a streamlined and expedited permitting process for housing developments in the special incentive areas, including participation criteria.	Program	X			Development Services
b.	Promote a diversity of residential building types, lot sizes and density ranges in new neighborhoods or areas designated as higher density on the Future Land Use Map.	Policy	X			Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
c.	Locate future affordable housing units in a dispersed manner throughout the city to avoid the creation of concentrated low-income districts.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
Strategy 1.4: Update the land development code to support housing that has well-defined character, compatibility with adjacent uses, and balanced density.						
a.	Assess and update the development code to include a balanced array of lot sizes, product types, and zoning districts to promote housing diversity.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
b.	Update the development code to allow for density bonuses in strategic development areas.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
c.	Continue to support rezonings and PDs that allow for a mix of housing options near supporting services and amenities.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
d.	Encourage more urban-level density near walkable amenities such as downtown lofts, vertical mixed-use structures, and multi-family apartments when reviewing development proposals.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
Strategy 1.5: Protect and enhance existing neighborhoods and housing stock.						
a.	Create targeted zoning standards specific to the Core Neighborhoods depicted on the Future Land Use Map to allow for compatible infill and redevelopment.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
b.	Continue to support code enforcement efforts through adequate staffing and technology needs.	Policy	X	X	X	Code Enforcement, Development Services, City Council
c.	Develop partnerships with community organizations to assist homeowners with home improvements and facade repairs.	Partnership	X			Development Services, City Council

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
d.	Continue to build working relationships with neighborhood groups and HOAs to ensure effective communication regarding safety, upkeep, service delivery, and community amenities	Partnership	X	X	X	Community Services or Neighborhood Services, Development Services, City Council
e.	Encourage the creation of more HOAs to efficiently maintain community standards.	Policy	X	X	X	Community Services or Neighborhood Services, Development Services, City Council
f.	Create a log of vacant, dilapidated structures or non-conforming uses and structures. Maintain log with up-to-date information and continue to support code enforcement activities.	Program	X			Community Services or Neighborhood Services, Development Services, City Council
**GOAL 2: LAND USE AND DESIGN	** SHERMAN PROMOTES HIGH QUALITY, BALANCED, AND FLEXIBLE DEVELOPMENT PATTERNS THAT SUPPORT EXISTING RESIDENTS AND MANAGES FUTURE GROWTH IN A FISCALLY SUSTAINABLE MANNER.					
Strategy 2.1: Adopt and ensure the consistent application of the Future Land Use Map to guide the growth and development of Sherman.						
a.	Consistently utilize the Future Land Use Map when reviewing development proposals and rezoning applications. Use the map to assist landowners, prospective builders, and other entities such as the Economic Development Corporation (EDC) to plan for the future.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council, EDC
b.	Partner with local ISDs to plan for future school population and facility needs, including coordination of school sites in future neighborhoods, infrastructure and access needs, and other partnership opportunities.	Partnership	X	X	X	Development Services, City Council, ISD
c.	Create and follow a process for Future Land Use Map amendments to ensure that proposed changes are analyzed consistently with the comprehensive plan vision.	Policy	X			Development Services, Planning & Zoning Commission, City Council
d.	Promote community growth at activity centers and key corridors to create a balance of land uses across the Sherman community.	Policy	X	X	X	

Refer to page 47 for a description of the action types and timeframes.

	ACTIONS	ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 2.2: Maintain and update development codes to achieve the community's desired character and quality.						
a.	Review and update Sherman's land development codes to ensure quality site design standards for commercial, industrial and high-density residential developments.	Regulation	X	X	X	Development Services, Planning & Zoning Commission, City Council
b.	Assess and update the subdivision regulations to ensure consistent land development standards in the ETJ and City Limits.	Regulation	X			Development Services, Engineering
c.	Study the feasibility of using a fiscal impact analysis tool to assess new development.	Study	X			Development Services
d.	Prepare urban design guidelines that can be applied to high density centers and corridors and/or overlay areas and historic districts.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
e.	Promote the co-location of future schools, neighborhood centers, parks, and trails.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
f.	Consider establishing a Tree Preservation Ordinance.	Policy	X			Development Services, Planning & Zoning Commission, City Council
Strategy 2.3: Support placemaking efforts that enhance the community character of Sherman.						
a.	Pursue national recognitions to establish Sherman as a community of choice.	Program	X	X	X	Development Services, City Council, EDC, Tourism/Main Street
b.	Develop a "buy local" campaign to continuously promote Sherman area businesses.	Program	X	X	X	Development Services, City Council, EDC, Tourism/Main Street
c.	Pursue, promote, and encourage public art and distinctive design in public spaces.	Program	X	X	X	Development Services, City Council, EDC, Tourism/Main Street
d.	Continue to encourage more event spaces and activities for entertainment and attractions to increase local and regionally serving users.	Program	X	X	X	Development Services, City Council, EDC

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
e.	Maximize tree cover along pedestrian corridors and in association with public gathering spaces.	Program		X		Development Services, Engineering, Parks and Recreation
f.	Create additional programs to support the creation, attraction, retention, and expansion of local businesses.	Program		X		Development Services, EDC
Strategy 2.4: Ensure effective communication with developers regarding regulatory requirements and implementing the vision of the community.						
a.	Hold annual round table discussions with the development community to solicit feedback and maintain awareness of regulatory changes.	Program	X	X	X	Development Services
b.	Continually maintain and update online mapping, development guides, and other pertinent development information on the City's website and in the offices.	Program	X	X	X	Development Services
c.	Develop new administrative forms, guides, and other education resources or processes to effectively implement updates to Sherman's land development code.	Program	X			Development Services
d.	Prepare a compatibility matrix that assists staff in assessing potential land use conflicts resulting from a development proposal and identifies possible mitigation measures.	Program	X			Development Services
e.	Communicate the comprehensive plan vision and regulatory requirements during pre-application meetings by creating a meeting notes template that directs potential applicants to important documents and regulations.	Program	X	X	X	Development Services
f.	Continue to regularly review proposed amendments to the development code and submit annual update proposals to the P&Z Commission and City Council.	Program	X	X	X	Development Services, Planning & Zoning Commission, City Council

Refer to page 47 for a description of the action types and timeframes.

	ACTIONS	ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 2.5: Develop gateway features and wayfinding that delineate the boundaries of the City and guide visitors to key destinations.						
a.	Pursue the creation of gateway entry features along US-75 northbound and southbound into the City of Sherman to help delineate and brand the community.	Program	X			Engineering, Tourism/Main Street, EDC, Development Services
b.	Develop a cohesive wayfinding signage plan in key locations that direct residents and visitors to community destinations.	Program		X		Engineering, Tourism/Main Street, EDC, Development Services
c.	Work with TxDOT to locate directional signage to important community destinations such as downtown, Austin College, etc.	Program		X		Engineering, Tourism/Main Street, EDC, Development Services
**GOAL 3: MOBILITY	** SHERMAN HAS A BALANCED AND DIVERSE TRANSPORTATION NETWORK OF SAFE, CONNECTED, ATTRACTIVE STREETS, TRAILS, AND PATHWAYS.					
Strategy 3.1: Provide for a safe and well-maintained transportation system in Sherman.						
a.	Regularly assess pavement conditions throughout the community, primarily in older areas where additional investments may be needed.	Program	X	X	X	Engineering, Public Works, Development Services
b.	In conjunction with street rehabilitation or other public improvement projects, construct or reconstruct sidewalks where they do not exist or are in poor condition (particularly adjacent to schools, parks, public buildings, and the college).	Program	X	X	X	Engineering, Public Works, Development Services
c.	Provide regular maintenance on pedestrian amenities including crosswalks and signals, replacing obsolete traffic signs and synchronizing traffic signals.	Program	X	X	X	Engineering, Public Works, Development Services
d.	Allocate more resources to the maintenance of roadways throughout the City based on pavement condition.	Policy	X	X	X	Engineering, Public Works, Development Services, City Council

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
e.	Rehabilitate streets where railroad tracks have been removed.	Program		X		Engineering, Public Works, Development Services Engineering, Public Works, Development Services
f.	Ensure connectivity of the street network for effective police and emergency response.	Policy	X			Engineering, Public Works, Development Services
g.	Take appropriate steps to enhance safety in school vicinities given traffic and vehicle queuing related to parent pick-up and drop-off.	Policy	X			Engineering, Development Services, ISD
h.	Prioritize bicyclist and pedestrian safety by providing more locations for cyclists and pedestrians to safely cross the major corridors and separating or buffering cyclists and pedestrians from vehicular traffic whenever possible.	Program	X	X	X	Engineering, Public Works, Development Services
i.	Implement neighborhood traffic calming measures, as appropriate, to reduce speeding and cut-through traffic.	Program	X	X	X	Engineering, Public Works, Development Services
j.	Pursue access management policies and regulations to reduce conflict points and enhance traffic flow and safety on major thoroughfares. Update relevant development codes to ensure developers provide alternate travel routes within the overall street network to relieve the traffic burden on major arterials.	Regulation	X	X	X	Engineering, Public Works, Development Services
k.	Monitor the visibility of traffic control and directional signage.	Program	X	X	X	Engineering, Public Works, Development Services
l.	Target traffic enforcement efforts to areas of particular concern for safety.	Program	X	X	X	Engineering, Public Works, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
m.	Take appropriate steps, in coordination with railroad companies, to improve safety at busy railroad crossings. Install railroad crossing arms at all road intersections with the railroad. To enhance safety, applicable pavement markings and signage should also be installed. Long-term safety and congestion solutions may include the possibility of additional railroad under/overpasses at the most significant locations.	Program	X	X	X	Engineering, Public Works, Development Services
Strategy 3.2: Proactively plan for a multimodal transportation system to reduce congestion and accommodate anticipated travel demand.						
a.	Determine appropriate requirements for sidewalk installation with new development and street construction/rehabilitation. Update relevant codes with construction requirements.	Regulation	X			Engineering, Public Works, Development Services
b.	Clarify the City's role relative to private property owners for sidewalk maintenance and repair and the potential need for maintenance standards to ensure consistency.	Policy	X			Engineering, Public Works, Development Services, City Council
c.	Complete a citywide sidewalk inventory to highlight gaps in the existing sidewalk system, areas with no sidewalks at all, areas where sidewalks are in need of repair or replacement, and areas with the most substantial pedestrian activity where sidewalks are most needed. The City along with Sherman ISD should also submit a grant proposal to the Texas Safe Routes to School (SRTS) program to secure external funding support.	Study	X			Engineering, Public Works, Development Services, ISD, City Council
d.	Continue to enhance ADA mobility as streets, intersections, and sidewalks are reconstructed.	Program	X	X	X	Engineering, Public Works, Development Services
e.	Identify possible roadways appropriate for bike lanes. Many of the City's roadways are currently wide enough to accommodate bike lanes without the need for additional right-of-way acquisition or street widening. Incorporate alignments suggested in the Trail Master Plan to integrate the trail and bike networks.	Study	X			Engineering, Public Works, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
f.	Prioritize intersections in the community that are heavily used by pedestrians and implement safety improvements. Intersections should be prioritized based on use and pedestrian risk. Improvements could include walk overs; installing accessible ramps for persons with disabilities; marked, signed, and/or signaled pedestrian crossings; and pedestrian-actuated signal detectors.	Program	X	X	X	Engineering, Public Works, Development Services
g.	Target pedestrian/bicycle improvements at key locations within the community including the Downtown area and around schools, parks, and other public places.	Program		X		Engineering, Public Works, Development Services
h.	Add specific pedestrian and bicycle criteria to the site plan review process when large commercial sites are proposed. These criteria may include designation of pedestrian connections to surrounding developments, internal pedestrian and bicycle circulation, bike parking locations, and parking lot safety.	Regulation	X			Engineering, Public Works, Development Services, City Council, Planning & Zoning Commission
i.	Create walkable neighborhoods as future development and redevelopment continues. Availability of nearby services and frequent destinations (school, church, restaurants, grocery store, convenience store, dry cleaners, parks, etc.) allow residents to make shorter trips on foot or by bike rather than getting in their cars and driving for every errand.	Program	X	X	X	Engineering, Public Works, Development Services
Strategy 3.3: Expand Sherman's transportation system in a context-sensitive manner to respect community character, connectivity, and safety.						
a.	Consider incorporating provisions into the City's land development regulations authorizing it to require a traffic impact analysis (TIA) study if projected traffic from a particular development site would exceed a certain established traffic generation threshold or specified development conditions.	Regulation	X			Engineering, Public Works, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
b.	Promote neighborhood integrity through appropriate street, sidewalk, and crosswalk design, including protection of mature trees in all road construction and rehabilitation.	Policy	X	X	X	Engineering, Public Works, Development Services
c.	Continue to advocate for US-75 reconstruction to upgrade various on and off ramps to contemporary design standards that improve traffic flow and safety. Also, ensure that any improvement of US-75 to interstate standards maintains the same level of accessibility to the heart of Downtown. Entrances and exits to US-75 are the lifeblood of Sherman's economic engine, so any loss of accessibility could have detrimental effects upon local mobility and business operations.	Partnership	X	X	X	Engineering, Public Works, Development Services
d.	Continue work with other agencies in the spirit of intergovernmental cooperation. Projects involving the City and other governmental entities should be evaluated as a means for achieving transportation projects that are regional in scale.	Partnership	X	X	X	Engineering, Public Works, Development Services
e.	Revise Sherman's development codes to include character-based street cross-sections that carefully balance mobility and infrastructure needs with streetscape aesthetic design. Specify street cross section requirements and design standards in the subdivision ordinance.	Policy	X			Engineering, Public Works, Development Services
Strategy 3.4: Enhance and expand public transportation options.						
a.	Explore ways the City can support expanded local transit services, especially to benefit the area's senior population and households without automobiles.	Study	X	X	X	Development Services, City Council, Grayson County MPO

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
b.	Consider potential transit service options to Blalock Industrial Park and Grayson Community College given their relatively remote locations. Given limited resources and the high cost of providing transit/shuttle service, the City should consider forming a partnership with the County and/or Austin College or local employers to provide a service that would be mutually beneficial to all.	Program	X	X	X	Development Services, City Council, TxDOT, Grayson Community College, Austin College, Grayson County MPO
c.	Initiate conversations with TxDOT regarding future plans for streets, bridges, pedestrian improvements and potential turn back options for key Sherman thoroughfares.	Partnership	X			Development Services, City Council, TxDOT
Strategy 3.5: Build a safe, connected community-wide system of trails which create linkages to greenspaces, parks, neighborhoods, and local destinations.						
a.	Implement the Sherman Trails Master Plan to increase access to trails across the community.	Policy	X			Parks and Recreation, Development Services, City Council
b.	Update the development codes to include the trail dedication and improvement requirements.	Regulation	X			Parks and Recreation, Development Services, City Council
c.	Begin process to acquire abandoned railroad right-of-way for trail development.	Program	X			Parks and Recreation, Development Services, City Council
d.	Seek out creative financing opportunities for trail projects such as federal and state grants, partnerships with other entities, sponsorships and volunteer-based efforts.	Policy	X	X	X	Parks and Recreation, Development Services
e.	Maintain adequate funding for maintenance of trails, trail amenities, sidewalk connections, easements, and staffing.	Policy	X	X	X	Parks and Recreation, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
**GOAL 4: LIVABILITY	** SHERMAN OFFERS A COMPLETE COMMUNITY EXPERIENCE WITH A VARIETY OF QUALITY LIFESTYLE AMENITIES FOR ALL.					
Strategy 4.1: Create and maintain strong partnerships with education providers and community groups to achieve community goals and foster civic pride.						
a.	Encourage business and retail development downtown that are destinations for residents and visitors.	Policy	X	X	X	EDC, Development Services, City Council
b.	Pursue an interlocal agreement with Sherman ISD, Austin College, and/or other institutions to make appropriate facilities available to the public during certain days/hours.	Partnership		X		Sherman ISD, Austin College, City Council
c.	Partner with Sherman ISD to promote desirability and attractiveness to homebuyers and employers through strategic planning towards common goals.	Partnership	X	X	X	Sherman ISD, Development Services, City Council
Strategy 4.2: Prioritize integrated and well-planned utility infrastructure to serve desired growth.						
a.	Align the Sherman Capital Improvement Plan (CIP) and other prioritized infrastructure investments to be coordinated and constructed in a manner consistent with the Future Land Use Map and associated long-range master plans.	Policy	X	X	X	Engineering, Development Services, City Council
b.	Evaluate the cost of public infrastructure for new development with the goal of not disproportionately impacting existing taxpayers and ratepayers.	Policy	X	X	X	Engineering, Development Services, City Council
c.	Prioritize upgrades and appropriate infrastructure improvements in strategic growth and revitalization areas to enhance values and investments.	Policy	X	X	X	Engineering, Development Services, City Council
d.	Seek targeted improvements in pedestrian mobility between downtown, near-downtown residential and employment areas.	Policy	X	X	X	Engineering, Development Services, City Council

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 4.3: Encourage redevelopment and activity in downtown Sherman with locally-owned businesses, shopping, dining, and entertainment opportunities.						
a.	Initiate a Downtown Action Plan to coordinate rapid development and strategies to improve and prepare downtown Sherman for the future.	Study	X			Development Services
b.	Coordinate with the Tourism and Main Street Office to work with landowners, business owners and prospective tenants to boldly invest and improve downtown buildings.	Partnership	X	X	X	Tourism/Main Street, EDC, Development Services, City Council
c.	Continue to utilize TIRZ funding sources for downtown improvements.	Program	X	X	X	Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
d.	Consider an audit of public and private properties that are most likely or most desired to change use or character within 10 years to understand how the downtown is mostly likely to evolve.	Study	X			Development Services, City Council, Planning & Zoning Commission, Tourism/Main Street
e.	Revise the development codes to encourage and incentivize residential, retail and appropriate entertainment options downtown to enhance activity.	Regulation	X			Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
f.	Identify elements of the building code that are impediments for downtown building owners/ renovators and consider adoption of the Existing Building Code for the downtown area.	Program	X			Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
g.	Initiate a parking study to assess parking demand and determine ideal locations for future parking garages.	Program	X			Development Services, City Council, Planning & Zoning Commission, Tourism and Main Street
h.	Discourage the continuation or expansion of the Jail, Probation Office, or other uses related to criminal enforcement in the Downtown. City to coordinate with the County on alternative locations that would allow for appropriate expansion of these uses.	Partnership	X			Development Services, City Council, Grayson County

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
Strategy 4.4: Build upon and promote signature regional attractions, events, and destinations within Sherman.						
a.	Increase opportunities for community events and programming in the square, parks, and public spaces downtown that celebrate Sherman's culture and identity.	Policy	X	X	X	Tourism and Main Street
Strategy 4.5: Expand Sherman's burgeoning economy through targeted economic development initiatives, marketing, destination attractions, and community support of quality development.						
a.	Ramp up marketing efforts to showcase Sherman's community assets and potential to entice new investment.	Program	X	X	X	Development Services, EDC
b.	Continue the strong relationship with the EDC to sustain an effective and coordinated business attraction, retention, and expansion (BRE) program.	Partnership	X	X	X	Development Services, EDC
c.	Continue successful efforts to recruit high-quality employers while also shifting focus toward community livability by investing in quality -of-life improvements.	Program	X	X	X	Development Services, EDC
Strategy 4.6: Provide park and recreation amenities that are inclusive and accessible to all residents.						
a.	Update the Sherman Parks Master Plan to position the community for future improvements in an expanding park and recreation system.	Study		X		Parks and Recreation, City Council
b.	Recognize the positive impacts of open space and recreational opportunities on property values and for prospective residents and employers by prioritizing spending on parks and trails.	Policy	X	X	X	Parks and Recreation, City Council
c.	Update Development Code to add requirements for park dedication as part of new development.	Regulation	X			Parks and Recreation, Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
d.	Invest in public parks so that existing and future Sherman parks are carefully designed and maintained to be safe and comfortable public gathering places.	Policy	X	X	X	Parks and Recreation, City Council
e.	During the Sherman Parks Master Plan update, explore the possibility of preserving a large piece of open space for either regional parkland or sensitive natural area preservation.	Study		X		Parks and Recreation, Development Services, City Council
Strategy 4.7: Sustain a forward thinking, high-performing, and accountable City government and municipal services.						
a.	Regularly evaluate Police and Fire Department resource needs.	Study	X	X	X	Fire Department, Police Department
b.	Continue to maintain or expand support to offer police and fire safety-related community service and educational programs to the Sherman community.	Program	X	X	X	Fire Department, Police Department, City Administration
c.	Prepare annual departmental budgets and five-year budget projections following directives from this Plan to ensure alignment and compliance with long-range planning goals.	Program	X	X	X	City Manager, Finance
d.	Continue to develop, maintain, and champion the consolidated “Sherman Tomorrow” planning framework to promote integrated long-range planning for the community.	Policy	X	X	X	Development Services, City Manager, City Council
e.	Conduct an analysis of City-owned governmental facilities in Sherman to determine adequate capacity and location suitability to ensure long-term space and resources for staff and service delivery to the public.	Study	X	X	X	Development Services, Fire Department, Police Department
f.	Regularly evaluate Development Services staff and resource needs and add employees commensurate with need due to growth and workload.	Study	X	X	X	Development Services

Refer to page 47 for a description of the action types and timeframes.

ACTIONS		ACTION TYPE	TIME FRAME (YEARS)			INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
			0-2	3-5	6-10	
g.	Track comprehensive plan implementation timing and progress of initiatives through a comprehensive management software (e.g. Smartsheet).	Program	X	X	X	Development Services
h.	Establish an Annual Progress Report process to benchmark comprehensive plan implementation through integration of applicable departments, accountability, and comprehensive public reports on plan progress and amendments.	Policy	X	X	X	Development Services, City Council, City Administration
i.	Establish and undertake a staff-led 5-Year Plan Update process within five years of Plan adoption.	Program		X		Development Services, City Council
j.	Undertake a 10-Year Plan Update within 10 years of plan adoption.	Program			X	Development Services, City Council
Strategy 4.8: Facilitate development of acute-care hospital facilities in Sherman.						
a.	Continue with third-party consultants and developers on plans for construction of acute-care facilities.	Program	X	X		City Manager, Development Services

Refer to page 47 for a description of the action types and timeframes.

Sherman

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Halff Associates, INC. 13620 Briarwick Drive, Suite 100 Austin, TX 78729

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 10/17/2022

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6966

Approving and Adopting the 2022 Trails Master Plan for the City of Sherman, Texas

Issue:

This item is to consider the Adoption of the 2022 Trails Master Plan

Background:

On January 18, 2022, the City Council approved a contract with Halff Associates to create the 2022 Trails Master Plan as well as update the City of Sherman's Comprehensive Plan. A Comprehensive Plan Advisory Committee was established to provide guidance to the staff and the consultant as both plans were developed. This committee met four times throughout the process. In addition to the advisory committee meetings, a public open house took place, an online survey was completed and multiple stakeholder meetings were conducted to gather input for each plan. Halff Associates has completed the 2022 Trails Master Plan and a draft plan is ready for Council Review. Highlights of the Plan were discussed with the Council at the Special Called Council Meeting on September 22, 2022.

Origination:

Parks and Recreation
Halff Associates

Financial Consideration:

None

Staff Recommendation:

At the October 6, 2022 regular meeting, the Sherman Parks and Recreation Advisory Board voted unanimously to recommend approval of the 2022 Trails Master Plan and forward to the City Council for adoption.

Alternatives:

The City Council could decide against approving the 2022 Trails Master Plan.

Attachments

Resolution No. 6966
2022 Trails Master Plan

RESOLUTION NO. 6966

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING THE 2022 TRAILS MASTER PLAN FOR THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, due to certain changes, growth and development of the City of Sherman, it has become necessary, due to the passage of time to update the Trails Master Plan of the City of Sherman, Texas; and

WHEREAS, pursuant to the authority of Resolution No. 6838 passed and approved by the City Council on January 18, 2022, Halff Associates has prepared an updated Trails Master Plan for the City of Sherman; and

WHEREAS, the City of Sherman has followed all procedures and done all things required by its Charter and State law for the update of its Trails Master Plan; and

WHEREAS, the City Council of the City of Sherman, Texas, desires to accept the recommendations of the Planning and Zoning Commission to approve the said updated Trails Master Plan;

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

SECTION 1. That the City Council of the City of Sherman, Texas, does hereby accept, as advisory and as a guide, the 2022 Sherman Trails Master Plan, attached hereto and incorporated herein for all intents and purposes, and that the same be and is hereby in all things approved and adopted as the 2022 Trails Master Plan of the City of Sherman, Texas.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby submits this 2022 Trails Master Plan to all citizen groups and committees, city boards and commissions, and all citizens interested in the orderly growth and progress of the City of Sherman for use as a guide in the planning and future growth and development of the City of Sherman.

SECTION 3. That the effective date of this resolution shall be the 18th day of October, 2022.

SECTION 4. 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 October 2022.

CITY OF SHERMAN, TEXAS

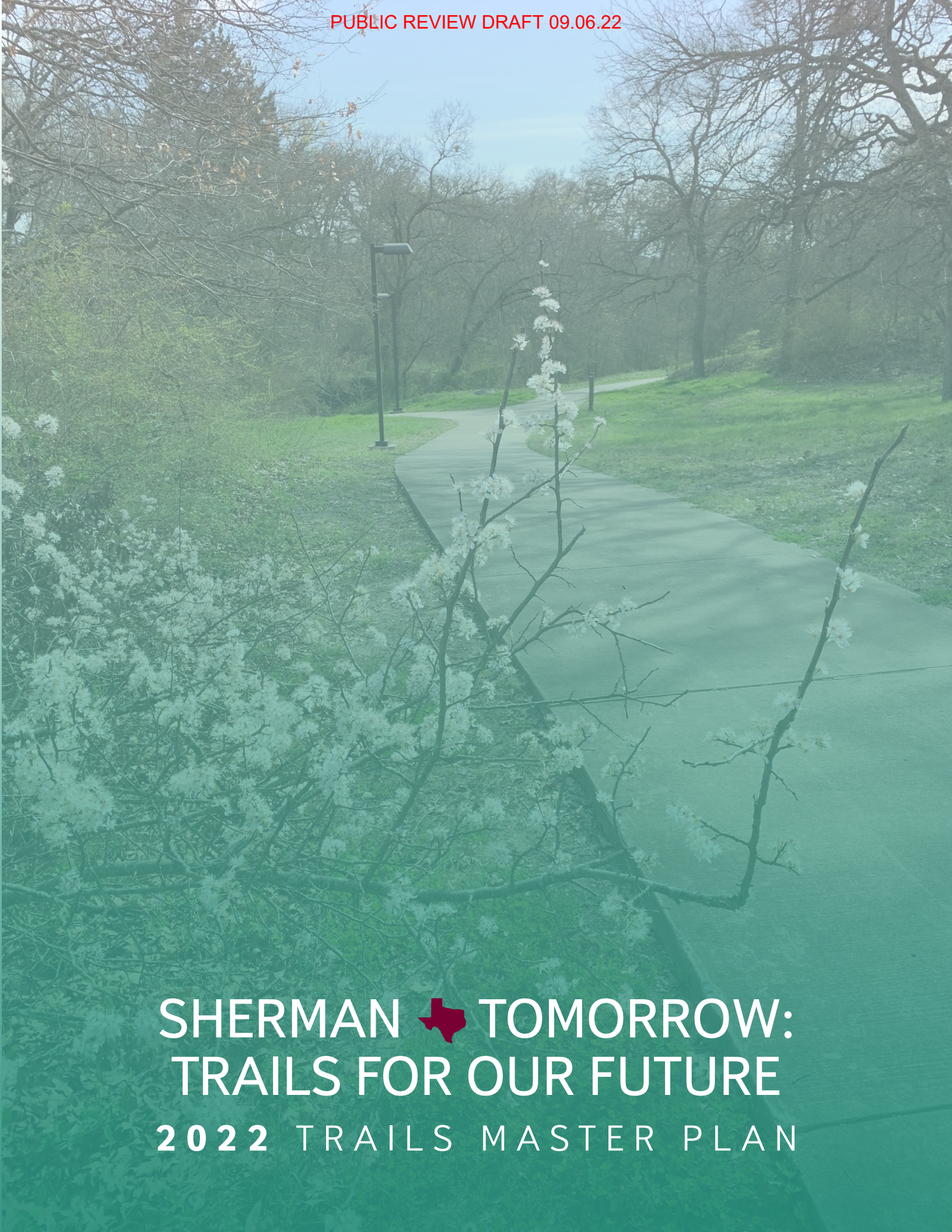
BY: _____
DAVID PLYLER, MAYOR

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



SHERMAN TOMORROW: TRAILS FOR OUR FUTURE

2022 TRAILS MASTER PLAN

ACKNOWLEDGMENTS

The Sherman Trails Master Plan was developed by the City of Sherman with the technical support and design assistance of Halff Associates, Inc. A special thanks goes to the countless community members, property owners, staff members and community leaders for their insight and support during the duration of this study. The following individuals are recognized for their substantial contributions towards the creation of the 2022 Sherman Trails Master Plan.

MAYOR AND CITY COUNCIL

David Plyler, Mayor
Pamela L. Howeth, Deputy Mayor
Daron Holland, Council Member
Shawn Teamann, Council Member
Josh Stevenson, Council Member
Juston Dobbs, Council Member
Henry Marroquin, Council Member

KEY CITY STAFF

Robby Hefton, CPM, City Manager
Terrence Steele, CPM, Assistant City Manager
Clint Philpott, PE, Assistant City Manager
Zach Flores, Executive Director of Public Safety
Rob Rae, AICP, Director of Development Services
Theresa Hutchinson, Parks and Recreation Manager
Kerri Turner, Development Services Coordinator

PARKS AND RECREATION BOARD

Amanda Phillips, Chairman
Brantley Blackburn
Shane Martin
Michael Kelly
Nathaniel Lightfoot
Michelle Casey
Ron Rose

PLAN ADVISORY COMMITTEE

Al Hambrick, Committee Chair
David Baca
Brantley Blackburn
Jason Brumm
Nathan Cain
Edwin Clark
Veronica Ezell
Pamela L. Howeth
Michael Kelly
Paul Manley
Roxanne Marroquin
Robin Phillips
Leigh Ann Sims
Josh Stevenson
Gail Utter
Wendy Vellotti

HALFF ASSOCIATES, INC.

Chelsea Irby, AICP
Jordan Maddox, AICP
Nathlie Booth, AICP
Julian Salas-Porras
Jill Amezcua, PLA, ASLA
Whitney Linder

A special thanks to SEDCO and 2x2 Media for providing high quality photography.

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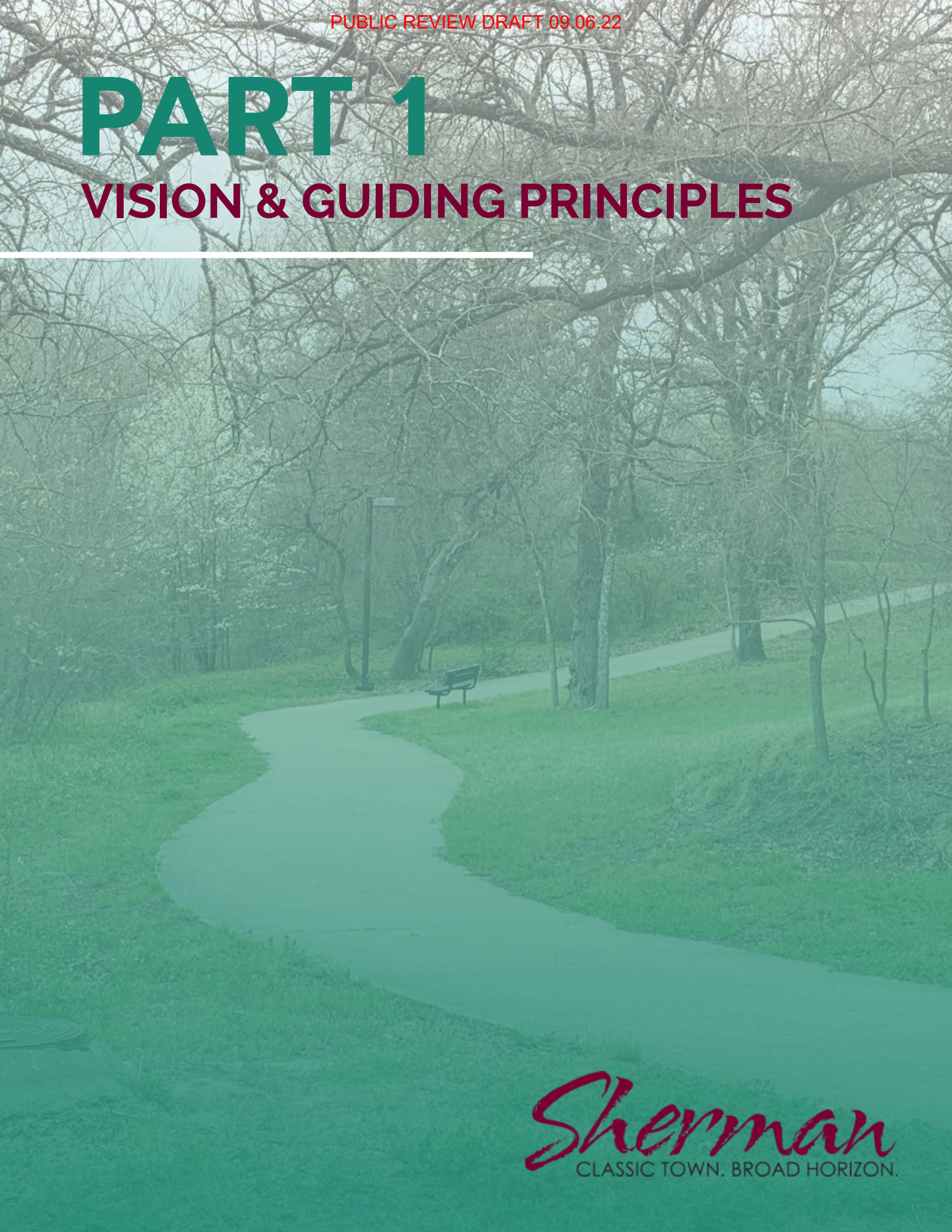
PART 1

VISION & GUIDING PRINCIPLES



Sherman
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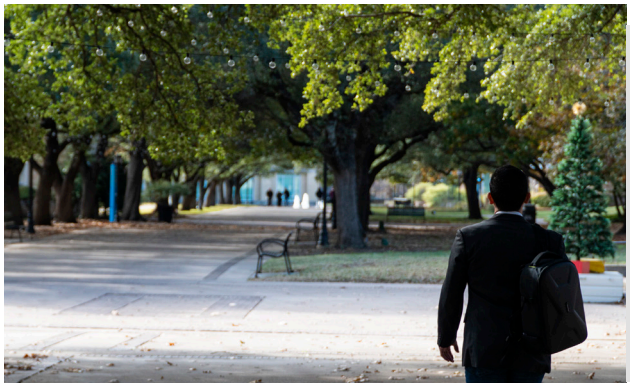
Vision for Sherman Tomorrow

Within this document, you will see the continual use of the words “Connected”, “Natural”, “Safe”, and “Intentional Design.” These are the guiding principles of this plan and reflect the vision of the community to develop a high-quality trail system that provides opportunities for miles of hike and bike trails for recreation, exercise and connections between homes, schools, parks, shops, and downtown. This plan’s guiding principles, introduced in detail on the following page, are a demonstration of this vision, as it is truly an integral part of every component of the city-wide Trails Master Plan. As a whole, these words simplify the vision; however, each of the words relate to a very specific and important component of the vision.

GUIDING PRINCIPLES



CONNECTED

Create an interconnected network of trails connecting the entire city to ensure broad and equal access. to ensure broad access. Trails that create linkages between schools, parks, neighborhoods, shopping areas, and workforce areas should be prioritized.



NATURAL

Consider the environmental and historical character of Sherman so that trails harmonize with their surroundings and preserve vegetation, and wildlife. Whenever possible, trails should be located in scenic, natural areas so people can explore, experience nature, and enjoy open space. The trail system should have a neutral to positive effect on the natural environment, meaning the natural slope of the terrain is retained and low to no negative impact is created.



SAFE

Provide usable and visible corridors that feel safe for all people to use. Trails should be designed to limit pedestrian and bicycle conflicts with each other and more importantly automobiles. User's safety should be one of the highest priorities.



INTENTIONAL DESIGN

Design trails to be accessible for all types of users. The network should be a mix of greenways, inner park loops, bike paths, and hard surface multi-use trails depending on the environment and intended user group of each trail.

COMMUNITY ENGAGEMENT

To ensure that this Plan embodies the vision of the community, an extensive public engagement process was completed to identify the needs and desires of the community. The information collected during this process created the foundation for this Plan, as well as the Comprehensive Plan, which was developed at the same time. Community engagement efforts for both Plans were combined and both Plans were developed concurrently.

STAKEHOLDER MEETINGS

A series of virtual stakeholder meetings were held during the beginning of the public engagement process for these Plans. Information collected during these meetings helped shape the community survey and open house questions and generated ideas that could be incorporated later as recommendations.

ADVISORY COMMITTEE

The Advisory Committee met at key intervals throughout the process to provide input and guidance to both the Comprehensive Planand the Trails Master Plan. Through a series of four meetings, the sixteen-person Advisory Committee provided support and guidance throughout the development of this Trails Master Plan by identifying and evaluating issues and needs, assisting with setting priorities, and providing strategic direction for the Trails Master Plan, as well as providing comments on it's preliminary and final recommendations.

KEY TAKEAWAYS

STAKEHOLDER MEETINGS

- Desire for regional and local connectivity
- Create a good base of volunteers to help with trails
- Start trails with simple materials, once they are popular they can be improved
- Sherman is currently unsafe for pedestrians and cyclists
- Opportunity for trails on abandoned railroads
- Prioritize children and safe routes to schools

ADVISORY COMMITTEE

- An interconnected trail system is a low hanging fruit with a high return on investment
- Use the Trails Master Plan to preserve natural areas and trees
- Desire for mostly off-street trails and separation of bikes and cars
- Utilize abandoned railroad tracks for trail use

PUBLIC OPEN HOUSE

An in-person open house was held in March 2022 to solicit initial community input for the development of the Comprehensive Plan and Trails Master Plan. Individuals were asked to provide feedback on a number of topics which had been identified as key issues during the kick-off meetings. The information on the next page is a high-level summary of the input received related to trails. A key takeaway of the open house engagement identified trail connectivity as a top priority.

ONLINE SURVEY SUMMARY

An online survey was available to the public to gather community input for the development of the City of Sherman Comprehensive Plan and City of Sherman Trails Master Plan. The survey was available from April 14, 2022 through May 22, 2022 and administered in both English and Spanish. The survey was offered online and the opportunity was given to complete the survey at a community event. The focus of the survey was to gain an understanding of the desires of residents for the future of Sherman.

VISION FOR THE FUTURE OF PEDESTRIAN AND BICYCLE INFRASTRUCTURE IN SHERMAN



TOP THREE WORDS*
SIDEWALKS - SAFE - PEOPLE

*Reference appendix for full list of survey anwsers

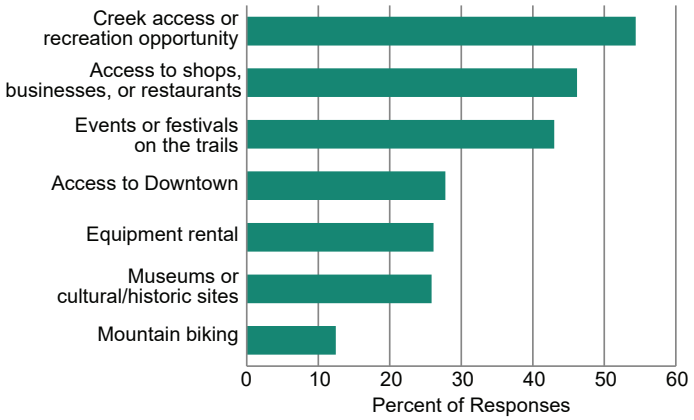


Residents of Sherman provide their input at the Open House in March 2022

TOP FIVE IMPORTANT TRAIL FEATURES AND AMENITIES

RANKING	IMPORTANT AMENITIES
1	LIGHTING AND SECURITY
2	SHADE
3	RESTROOMS
4	TRAILHEADS WITH PARKING
5	BENCHES AND OTHER SEATING AREAS

DESTINATION OR AMENITY TYPE ENCOURAGING GREATER TRAIL NETWORK USE



TOP THREE PRIORITIES FOR TRAILS

1. Connectivity to key destinations within Sherman
2. Access to natural areas
3. Safety

PLAN PURPOSE

Trails are increasingly popular for many communities of all sizes. Trails improve the quality of life of residents, increase property values and provide alternative transportation options. During the public engagement process, Sherman residents expressed a strong desire to build a city-wide trails network.

This city-wide Trails Master Plan envisions a trail system that will allow residents to connect to local destinations, enjoy the outdoors, and enhance their health and well-being.

This Plan includes recommendations and guidance for trail classifications, trail design, dimensions and trail amenities. The primary plan components are introduced below.

PLAN COMPONENTS

1. INTRODUCTION

In addition to defining the purpose and process of this Plan, the Introduction also reflects Sherman's vision and goals as the guiding principles for the development of trails within the City.

2. TRAIL TYPES AND USERS

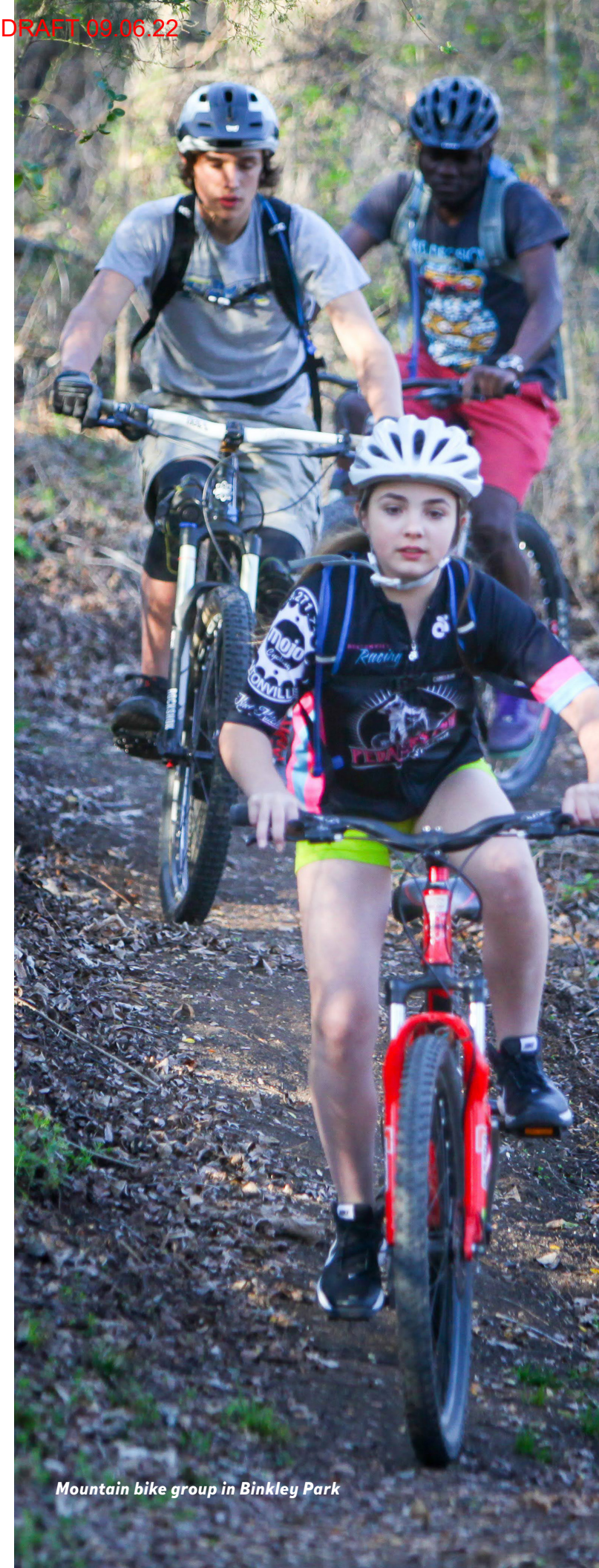
Trail typologies are defined in this chapter, along with the typical users of each trail typology.

3. TRAIL NETWORK

In this chapter, the opportunities and constraints of the existing trail network are analyzed, and the importance of greenways, on-street trails, and bikeways are considered in the development of proposed route recommendations.

4. IMPLEMENTATION

This chapter provides key actions that should be taken to build a trails network. It presents a summary of key priorities and a set of design guidelines, which will help Sherman guide the safety, access, and constructibility for trails and bikeways.



Mountain bike group in Binkley Park

WHY PLAN FOR TRAILS?

Trails are important quality of life amenities for people and help create safe, livable communities. They provide numerous benefits to communities, not only obvious recreational and health benefits, but also significant economic development, environmental, and transportation benefits. The recreation, health, transportation, and environmental benefits collectively can contribute to an overall enhanced quality of life in communities.

HEALTH

Regular physical activity, especially aerobic exercise, is one of the most important things a person can do for their health. According to the US Department of Health and Human Services, nearly 80 percent of adults do not meet the key guidelines for both aerobic and muscle-strengthening activity, while only about 50% meet the key guidelines for aerobic physical activity. Trails provide communities with accessible, safe, and free exercise in the form of walking, biking, jogging, skating, etc. Connecting trails to destinations such as parks or downtown makes it easy for people to incorporate exercise into their daily routine.

TRAIL CORRIDORS

Due to their nature and ultimate design, trails provide important corridors for people and wildlife. By protecting floodplains and land along rivers or creeks, trails prevent soil erosion, filter pollution from storm water runoff, and help mitigate flooding. Trails provide safe options for active transportation while also creating more greenspaces within cities, all of which reduces air pollution. Trails are an integral part of our natural environment and can be used as a tool for environmental conservation. Trails assist with preserving important natural landscapes, providing necessary links between fragmented habitats and providing tremendous opportunities for protecting plant and animal species.

ECONOMIC

Trails create more attractive communities, enhance marketability, increase property values, and can boost revenue generation if located near businesses. Studies have proven that residential properties located near trails are more attractive to buyers and easier to sell while commercial businesses near trails experience an increase in foot traffic and revenue generated. Trails also help create positive community pride and identity, with financial returns that far exceed other types of public investments.

TRANSPORTATION

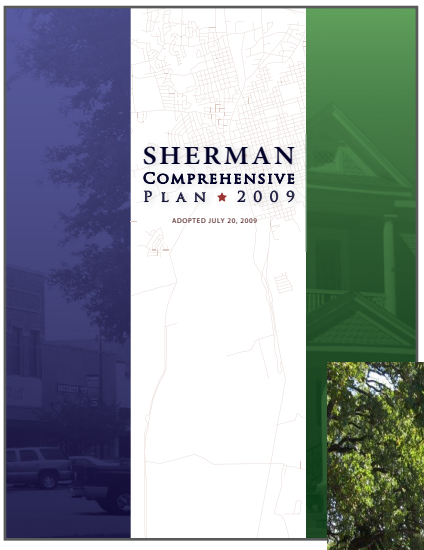
Trails can improve the transportation system by providing alternative ways to get to important destinations and provide regional connections. The ability to avoid congested streets and highways, and travel through natural areas on foot or by non-motorized means, is a large factor in a community's "livability", as well as safety.

PAST PLANNING EFFORTS

Sherman has a long history of engaging in planning initiatives, dating back to its origins as the Grayson County seat. Throughout the years, during various plans, Sherman residents have expressed a desire for trails. The following plans are the most recent planning initiatives that are relevant and applicable to trail planning efforts.

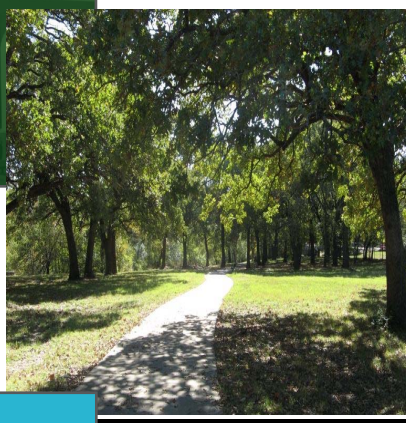
2009 SHERMAN COMPREHENSIVE PLAN

In 2009, the City of Sherman updated its comprehensive plan to reflect current trends, forecasts, and community needs from the time. The number one goal from the section on parks and recreation was to develop an interconnected community trail network.



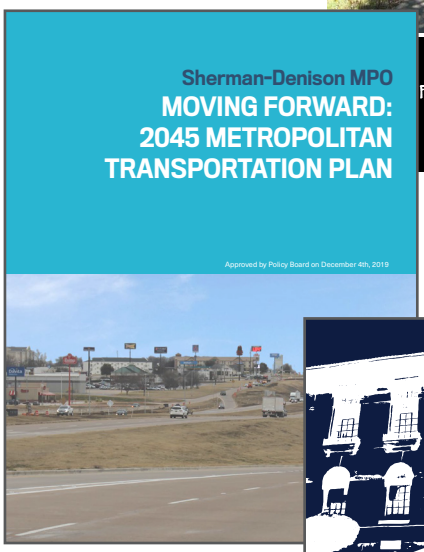
2017 SHERMAN PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

The 2017 Sherman Parks, Recreation, and Open Space Master Plan was an update to the city's previous plan which was prepared in 2005. Five of the six goals in the plan mention trails, with one entire goal being dedicated to planning for a comprehensive hike and bike trail system. The number one priority on the ten-year action plan was to develop hike and bike trails.



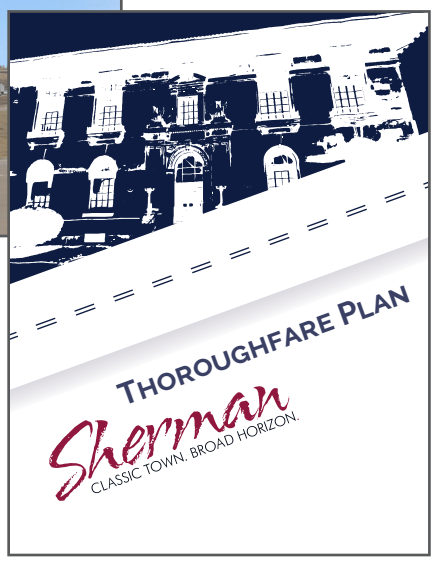
MOVING FORWARD: 2045 METROPOLITAN TRANSPORTATION PLAN

In 2019, the Sherman-Denison Metropolitan Planning Organization (SDMPO) adopted a regional bike and pedestrian plan to help improve multi-modal connections within and between the cities of Sherman and Denison. Specific corridors were identified within Sherman to implement a further study of bike infrastructure throughout Sherman.



2040 SHERMAN THOROUGHFARE PLAN UPDATE

In 2016, the City of Sherman updated the Thoroughfare Plan which was a part of the 2009 Comprehensive Plan. The purpose of this plan was to identify and address key transportation issues and make recommendations to help improve mobility and accommodate anticipated growth. In addition to mapping proposed streets, the Thoroughfare Plan also maps proposed bike routes and shared use trails.



COMPARISON CITIES

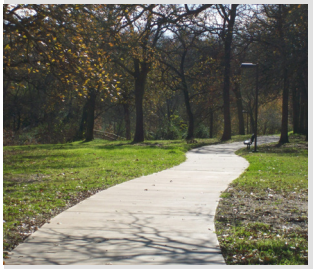
When thinking about building a trail system, it is important to compare Sherman's existing trail system with those of peer cities.

Four benchmark cities were chosen for this comparison. These peer cities were chosen because they were either similar in size to Sherman, geographically close, or represent a good model of trails and quality of life. A cost of living index was used to quantify quality of life for each city.* The index indicates how much it costs to live in a city compared to a national average (100 being average costs).

This comparison considers only existing trails and includes both in-park trails and citywide trails. It is important to note that existing trails within Sherman are only found within parks and unlike most peer cities there are no citywide trails at the time of this Plan. The number of existing miles in each city is compared to its current population to create a population-per-mile benchmark. Note that these figures consider only the quantity of each city's trails, not the quality or the type of trail.

A target level of service (LOS) for Sherman, which will help guide the development of the City's system as Sherman grows, is recommended at one mile per 2,304 people. With this target LOS in mind, Sherman needs approximately 19 miles of trails to meet existing level of service based on a 2020 population. Based on population projections estimated in the 2022 Comprehensive Plan, Sherman will need between 22 to 41 miles of trails in 2030.

With all of this in mind, it is important to understand that a population-per-mile target should not be the sole determinant in the amount of trails planned for the future of Sherman, but this figure should also be considered alongside public demand, opportunities for recreation, and sound planning principles (including connectivity and the establishment of a network of trails that spans the entire community).



SHERMAN
Population: 43,645
3,163 (population/trail mile)
Existing Trail Miles: 13.8
Cost of Living Index: 80.3



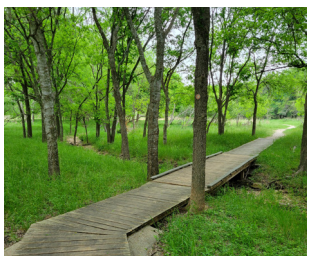
TEMPLE
Population: 82,073
2,786 (population/trail mile)
Existing Trail Miles: 29.5
Cost of Living Index: 79.9



DENISON
Population: 24,479
1,915 (population/trail mile)
Existing Trail Miles: 12.8
Cost of Living Index: 79.7



THE COLONY
Population: 44,534
1,936 (population/trail mile)
Existing Trail Miles: 23
Cost of Living Index: 101.7



SAN MARCOS
Population: 67,553
2,598 (population/trail mile)
Existing Trail Miles: 26
Cost of Living Index: 96.5

***Source: www.bestplaces.net**

2,304
Current LOS (1 Mile per # of Residents)

19 *miles*
Current trail deficit (2020)

22-41 *miles*
Trails needed by 2030

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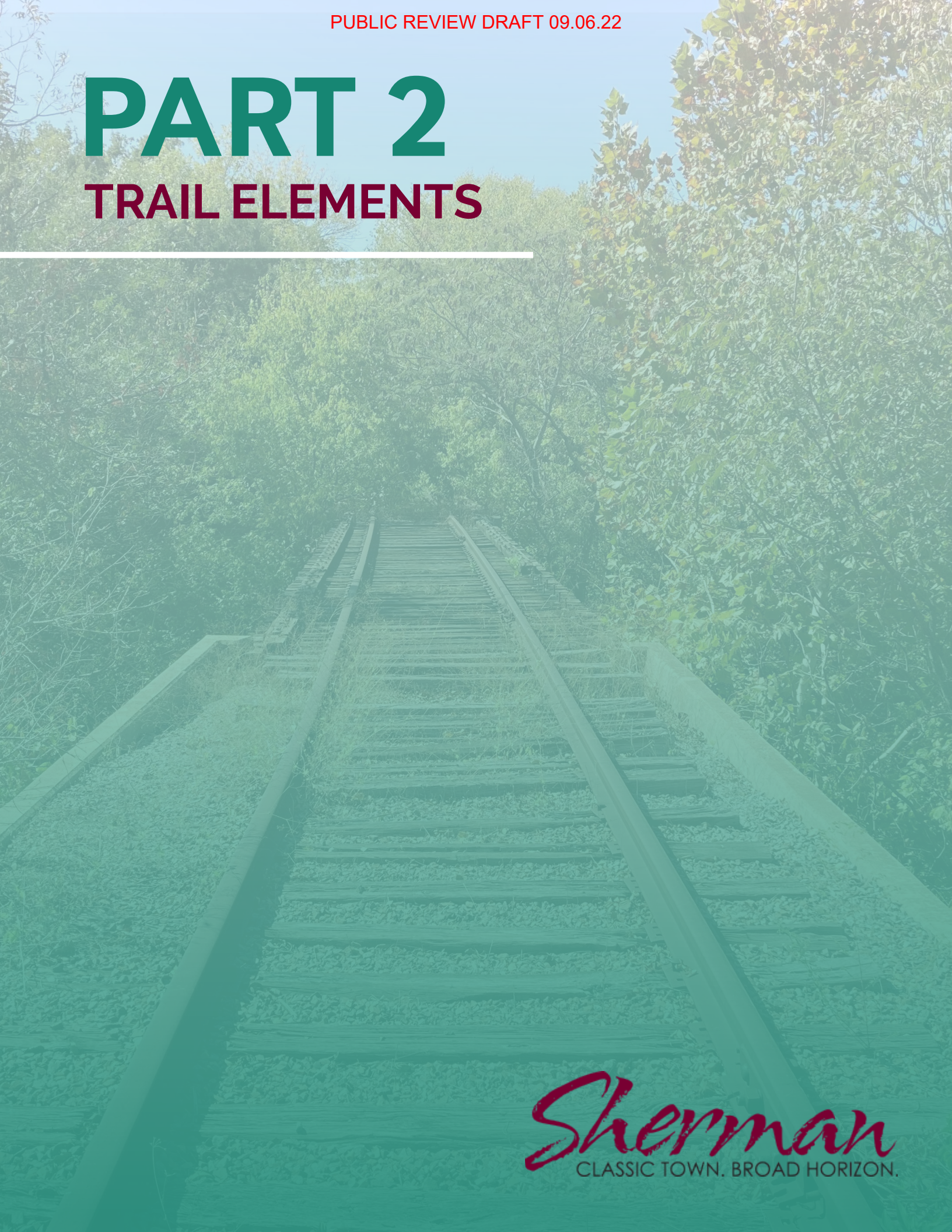
PART 2
TRAIL ELEMENTS



Sherman
CLASSIC TOWN. BROAD HORIZON.

TRAIL TYPOLOGY

GREENWAY TRAILS

Greenway trails are aesthetically more natural than other trail types and intended for off-street paths, either hard or soft-surface materials and often located within or parallel to streams, drainage corridors, utility easements, railways, and environmentally sensitive areas. Soft surface trails can be paired with hard surface trails to create dual-track trails which satisfy community desires for natural surfaces while providing the accessibility and connectivity of hard-surfaces. Greenways are predominately recreational-based trails designed to accommodate many different types of users.

STREET CORRIDOR TRAILS

Street corridor trails are trails primarily used for transportation and usually exist along side a street. These can be either thoroughfare connectors or neighborhood connectors. Both connection types are intended as active transportation corridors (an active transportation corridor is a corridor reserved for human powered and electric assisted transportation modes such as walking or bicycling, amongst other modes) to connect people from point A to point B. Thoroughfare connectors convey more people than a neighborhood connector and are intended for higher speeds. These might include access to community destinations, employment, commercial and shopping areas, and other neighborhoods. Neighborhood connectors primarily serve individual neighborhoods and provide safe access to schools, neighborhood parks, and connect locally to thoroughfare trails and greenway trails.

IN-PARK TRAILS

In-park trails provide opportunities for walking and exercising inside of a park. These trails are confined to the park itself and are frequently designed in a looped system for users with park amenities found along the trail. An in-park trail can be a key connector for pedestrians and bicyclist commuting through the trails network.

SIDEWALKS/SIDEPATHS

A sidewalk/sidepath is a bidirectional shared use path located immediately adjacent and parallel to a street. Sidewalks or sidepaths are important pedestrian facilities that can connect people to parks, trails, and other transportation options. They can also serve as critical local linkages and provide safety to both cars and pedestrians by minimizing their interaction.

ON-STREET BIKE LANES

Bike lanes can be a great option for cyclists to provide routes to neighborhoods, employment, and public facilities, making riding a bike to work, or for recreation a viable alternative to driving. Bike lanes can create less congestion on streets, and dedicated bike lanes promote safer sidewalk and street environments.

TRAIL USERS

Trails attract a wide variety of users, effective and trail planning and design must consider the needs and preferences of all types of users. A thorough understanding is developed by identifying the preferences, challenges, and limitations impacting several user groups within the community. Though each of these groups has a specific set of needs, Sherman strives to define shared aspects among them in order to develop a multi-purpose trails system that most effectively meets the overlapping needs of users. Common trails users include:



WALKERS

Pedestrians typically utilize trails for recreation purposes, and many categorize themselves as "walkers." The economic appeal generated through accessibility make walking a popular recreation activity for the general public. Trail connections between neighborhoods and nearby destinations add to the feasibility and desirability of walking.



RUNNERS AND JOGGERS

Trail networks provide an ideal setting for runners and joggers seeking opportunities for fitness, sport, and leisure. Trails with suggested minimum widths of 10-12 feet ensure there is space for runners and joggers to conveniently and safely pass other users while also providing space for group recreation activities.

CYCLISTS





Trails systems generally support four distinct categories of bicyclists based on age, ability, and interest, described in greater detail below. A connected trail system, either on-street or off-street, provides opportunities to access a variety of destinations for all ages and abilities, and can provide recreational trails for specialized bicycling interests.

- Advanced: These are cyclists that are very experienced in riding with motor traffic and generally prefer to ride on streets.
- Basic: Most people generally fall within this group. Basic cyclists might feel comfortable riding on-street in neighborhoods with low traffic or in areas with adequate on-street bicycle facilities.
- Children & Seniors: While many seniors (and some children) fall into one of the two above categories, they generally fall into a third category based on their experience levels and physical abilities. Generally slower and less quick to react, children and seniors often only ride their bikes on grade-separated paths or on very low traffic streets.
- Mountain & Off-Street Biking: These cyclists may vary in skill but are generally utilizing specific trails found in large natural areas that feature terrain changes and built obstacles.

EQUESTRIAN RIDERS

Equestrian users, or horseback riders, may use trails for recreational use. Typically, equestrian users prefer loose or compacted dirt trails in order to protect horse hooves. Equestrian use is permissible on many types of recreational trails and can sometimes be accommodated on paths parallel to hard-surface and urbanized metropolitan multi-use trails.



IN-LINE SKATERS AND SKATEBOARDERS

Paved multi-use trails that accommodate pedestrians and bicyclists are likely to attract in-line skaters and skateboarders as well. The needs and preferences of skaters are typically the same as pedestrians and bicyclists.



PEOPLE/PERSONS WITH DISABILITIES

Many trail systems accommodate trail users who utilize a walker, wheelchair, stroller, or similar wheeled assistive device. Accessibility and safety are the main priorities for people/persons with disabilities. This user group may use trails for recreation and transportation but may not be equipped to utilize some specialized recreation facilities such as rugged hiking trails or single-track mountain biking trails.

TRAIL DESIGN RESOURCES

One size does not fit all! Sherman's existing network of trails includes segments of trails built for different interests, to fit into the surrounding built or natural environments, and to make the best use of available funding. The construction of a city-wide trails network will require site-specific design applications which reflect these and other variables.

Trail development will require that best practices in design and construction are calibrated to function properly within local conditions. This chapter highlights key trail design factors that should be considered when extending or improving the City's trails network. This design guidance is intended to be instructive only and should augment — not substitute — local professional judgment. Furthermore, the recommended trail design features and treatments contained in this chapter are intended to align with and be an extension of the standards and guidelines of applicable federal and state agencies and professional organizations.

REFERENCE GUIDE

The design recommendations contained in this Plan are derived from national best practices and should not be used exclusive of other federal, state, and professional resources. Landscape architects and engineers developing a trail should consider at least the following standards and guidelines.

TABLE 2.1 BICYCLE AND PEDESTRIAN FACILITY DESIGN RESOURCES[1]

RESOURCE	ORGANIZATION	YEAR[2]
Guide for the Development of Bicycle Facilities	AASHTO	2012
Guide for the Planning, Design and Operation of Pedestrian Facilities	AASHTO	2021
Bikeway Selection Guide	FHWA	2016
Manual on Uniform Traffic Control Devices	FHWA	2020
Shared-Use Path Level of Service Calculator	FHWA	2006
Small Town and Rural Multi-modal Networks	FHWA	2019
Urban Bikeway Design Guide	NACTO	N/A
Public Rights-of-way Accessibility Guidelines	US ACCESS BOARD	VARIES
ADA Standards for Accessible Design	US ACCESS BOARD	N/A

1. Principal resources only. Not all-inclusive. Excludes associated federal and state policy briefs and statements.
2. Most recent edition.

TRAILS CONTEXT

When developing Sherman's trail network, designers must consider not only the build conditions of today, but also the potential for surrounding land uses to change in ways that affect long-term trail function. Basic design variables that must be considered in the design of all trail segments are listed on the following pages. Ultimately, alternative design solutions will be necessary in many instances to account for site-specific conditions and cost constraints.



Mountain bike user in Sherman, Texas

PUBLIC REVIEW DRAFT 09.06.22

TRAIL DESIGN BASICS

TRAIL WIDTH

Although national guidance suggests a standard (two-way) multi-use trail width of 10 feet, greater widths can better accommodate bicycle and pedestrian traffic for popular trail segments. The FHWA's Shared-use Path Level of Service Calculator (SUPLOS) may be used during design to determine if trail widths of greater than 10 feet are needed. Narrower trail widths may be necessary at times for lesser used pedestrian-only connector segments.

TRAIL SURFACE

For maximum accessibility, most greenway and street corridor trails employ a hard surface such as asphalt or concrete, but soft surface materials such as crushed granite can be an acceptable material and allow for future modifications. Surface types will be influenced by cost of development, cost of maintenance, setting, and environmental factors.

TRAIL CLEARANCE

Well-designed and maintained trails are kept clear of obstructions. Horizontal clearance — the distance from the pavement edge to the nearest adjacent encroachment — will vary from a minimum of 2 feet or more depending on whether accessory amenities such as signage or seating amenities are present. Vertical clearance is the distance from the trail surface to overhanging obstructions.

ACCESSIBILITY

National guides establish clear requirements on maximum cross-slopes, running grades, compliant curb ramps and more to ensure trail accessibility to a wide cross-section of users. The US Access Board's Public Rights-of-Way Accessibility Guidelines (PROWAG) should be consulted to ensure compliance with the Americans with Disabilities Act (ADA).

MODE SPLIT

In areas where high volumes of trails or pedestrian users are expected, consideration should be given to splitting users onto two parallel facilities. Splitting the trail in targeted areas along the street may require the construction of distinct bicycle facilities (i.e. bicycle lanes) and sidewalks.

INTERSECTIONS

Facility treatments where trail users will interact with motor vehicle traffic will vary greatly depending on whether the interaction occurs at a controlled or uncontrolled intersection. The application of pavement markings, signage, signalization and traffic calming features will be influenced by traffic volumes, street widths, mid-block versus intersecting street locations, and the location of the trail crossing.

DESIGN SPEED

There is no common design speed recommended for multi-use trails. Design speed will vary depending on the type of users (and mode split) anticipated, terrain and preferred surface. Design speed should consider the fastest possible user which most multi-use trails accommodate (i.e. bicyclists) and how the user's speed may be moderated in a way that respects the comfort and safety of slower trail users.

CONNECTIVITY

Trail safety, comfort and utilization will depend on the frequency of access points to and from adjacent properties. Local development codes should require unobstructed pathways between adjacent development and all metropolitan trail corridors where feasible and should define an expected frequency of access points from adjacent development to greenway trail corridors.

TRAIL DESIGN STANDARDS

GREENWAY TRAIL DESIGN FEATURES

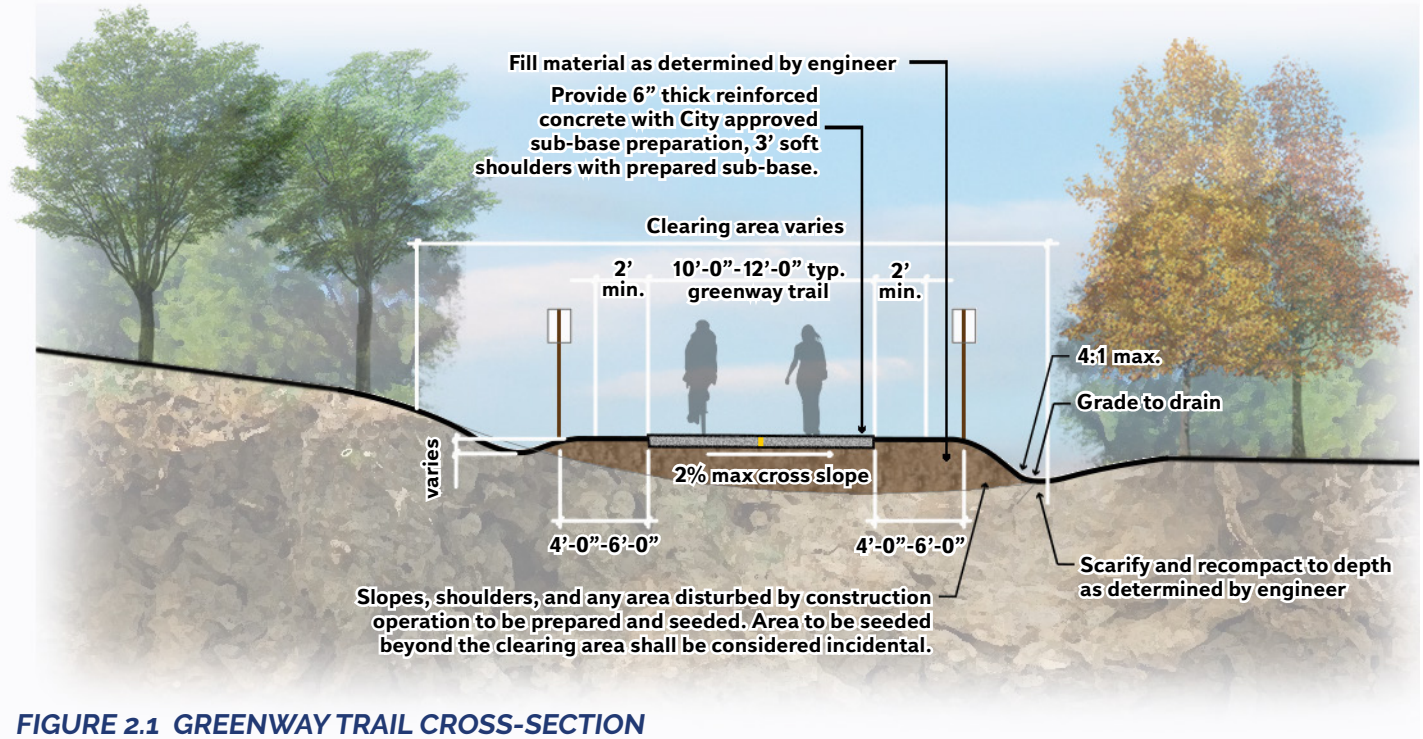


FIGURE 2.1 GREENWAY TRAIL CROSS-SECTION

Greenway Trail Design Features illustrates the recommended design of a “typical” greenway trail segment when applying the ‘Trail Design Basics.’ It assumes the application of a paved trail surface for a low-to-moderate volume of bicyclists, pedestrians, wheelchair users and others.

Final trail design will vary by segment. Other design considerations include:

- **Pervious surfaces**: Some trail segments may employ a pervious surface such as decomposed granite or crushed stone that contains about 4 percent fines by weight, and compacts with use. Where possible, concrete ribbon curbing may be used to maintain the trail surface edge.
- **Parallel Paths**: In anticipated areas of high future usage, acquire wide right-of-way or easements, and grade additional shoulder widths to provide for trail widening or the addition of future parallel paths.
- **Striping**: A dashed yellow centerline stripe should be provided for two-way traffic while a solid yellow line should be applied on tight/blind corners, on bridges, in tunnels and at approaches to street crossings.
- **Signage**: Traffic control signage adhering to proper Manual on Uniform Traffic Control Devices (MUTCD) standards should be provided on the trail (for trail users) and adjacent streets (for motorists) to promote safe behavior when using or crossing the trail.
- **Lighting**: Targeted lighting installation should occur at every point where the trail intersects with a street and on the approaches to and within tunnels and underpasses. Additional lighting should occur on those stretches of trail that may serve as key transportation corridors and are intended for 24-hour use.

STREET CORRIDOR TRAIL DESIGN FEATURES

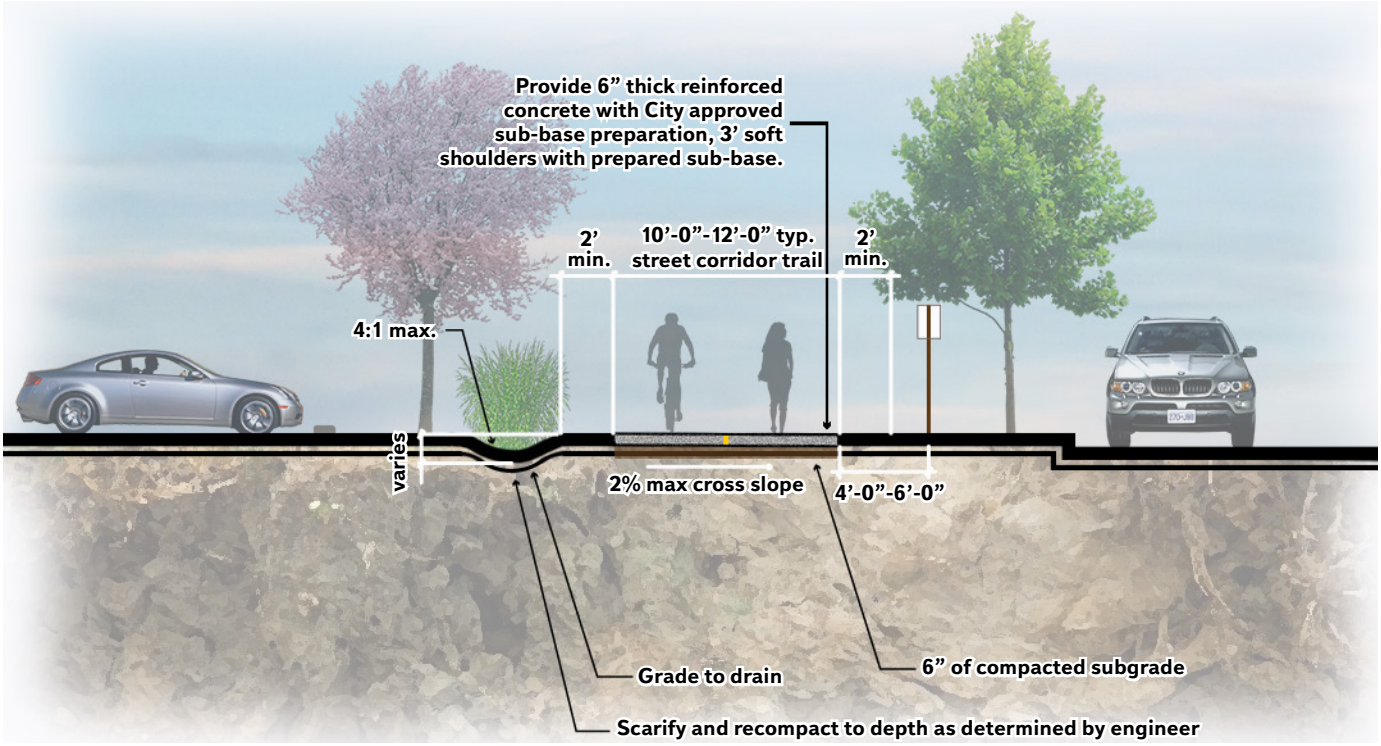


FIGURE 2.2 STREET CORRIDOR TRAIL CROSS-SECTION

Street Corridor Trail Design Features illustrates the recommended design of a "typical" street corridor trail segment when applying the 'Trail Design Basics.' As illustrated above, the trail is designed to accommodate a low-to-moderate volume of bicyclists, pedestrians, wheelchair users and others.

Street corridor trails should always be designed primarily as a transportation facility due to the direct proximity and relationship of the trail with adjacent transit and motor vehicle facilities. Other design considerations include:

- **Property Access:** Defined pedestrian access paths between the street corridor trail and adjacent buildings/structures should be provided independent of motor vehicle access.
- **Parkways**: User comfort will be increased by the physical separation of the trail from adjacent traffic. Parkway separation from motor vehicle travel lanes should be at least six feet on local streets with buffers increasing with higher posted speed limits and additional travel lanes.
- **Shade**: The incorporation of street corridor trails into a street corridor should be accompanied by additional streetscaping features including trees. The targeted and deliberate placement of street trees in the parkway provides shade and a physical barrier between trail users and motorists.
- **Striping**: A dashed yellow centerline stripe should be provided for two-way traffic while a solid yellow line should be applied on tight/blind corners, on bridges, in tunnels and at approaches to street crossings.
- **Signage**: Traffic control signage adhering to proper standards should be provided on the trail (for trail users) and adjacent streets (for motorists) to promote safe behavior when using or crossing the trail.

SAFETY AND SECURITY

A usable trails system incorporates essential design features that promote the safe utilization of the trail and additional features that provide an inviting and secure environment for visitors. The most effective and most visible deterrent to illegal activity in a trail corridor will be the presence of legitimate trail users. As a general pattern, introducing legitimate use into an area through the provision of comfortable, attractive, and easy-to-use facilities tends to drive out illegitimate use.

SAFETY PROGRAMS

A primary safety and security concern is good access to trails for police patrols and emergency vehicles. Trails must accommodate this need by having regularly-spaced access points and being continuous and of sufficient width to accommodate emergency vehicles. Additional public safety measures appropriate for trail facilities include:

Police Patrols — Schedule regular police patrols along each of the City's trail corridors. Bicycle-mounted officers on patrol at trailheads, access points, and along the trails themselves will provide the most reassuring deterrent to criminal activities.

Emergency Response — Provide the Fire and Police Departments with a map of the trail system that shows access points and mile markers. Provide keys or combinations to locked gates and/or bollards to ensure quick emergency response.

Public Safety Programs — Implement programs that educate and encourage citizens about public safety along the trail system. An example of such programs is a 'Cells on Trails' program, which could be provided by the Police Department and would encourage citizens to carry cell phones when they use the trail system.

High-level of Maintenance — A well-maintained trail system expresses the community's pride in its public spaces and encourages the citizens to care about trails in their neighborhoods. Considering Wilson and Kelling's "Broken Windows Theory," a high level of maintenance will discourage undesirable activity along the trails.



Rider with helmet, glasses, and gloves in Sherman

ADDRESSING COMMUNITY CONCERNS

Quite often, planning for trails can cause community concerns about public safety and effects on property values. However, several studies have shown that crime rates associated with properly-designed trails (that include screening, lighting, and regular access points) generally reflect the existing crime rates within the neighborhood. In other words, trails have not been shown to increase crime rates. In addition, these same studies show that real estate adjacent to or near a trail corridor sells for a premium and is on the market for a shorter period than other comparable houses. As far as how to use this information to address community concerns, it is recommended when neighborhood meetings are held to discuss a specific trail project, the City should have a police officer and real estate agent in attendance to answer citizens' questions.

UNDERPASSES

Underpasses should be well lit and attractive and project a sense of security. Underpass trail segments should be designed to occasionally withstand drainage flow.

RAILINGS AND FENCING

Railing and fences are essential features on bridges but may also be utilized on some boardwalks in areas where there may be incompatible or adjacent land uses, or adjacent to natural drop-offs in terrain.

BRIDGES

Bridges should be as wide as the trail (at a minimum); but preferable one to two feet wider on each side. This is to account for bicyclists to "squeeze" into a space that is perceived as more constrained due to handlebar width and so that users can stop and view the adjacent scenery without obstructing the trail.

LOW-WATER CROSSINGS

Low-water crossings should not exceed 4 feet from the path surface to the waterway flow line unless approved by a professional engineer. Any crossing exceeding 4-foot vertical separation will require a bridge to ensure the trail is compliant with national standards. For creek crossings that require a short span, box culverts can be used with handrails.

LIGHTING

Lighting should be provided for all parking areas, trailheads, and street crossings. Policies for lighting along trails should consider whether the trail is a component of a high-volume public amenity or whether the specific trail segment is intended to serve as a significant active transportation corridor requiring 24-hour illumination.



Pedestrian bridge on the Big Bear Creek Trail in Grapevine, Texas

TRAIL FEATURES AND AMENITIES

For a local or regional trail system, the addition of trail amenities improves the user experience. The list below contains trail amenities that could be added to trails in Sherman.

SAFETY FEATURES

Designed to address trail user safety - including among trail users; and, where trail user and motor vehicle interaction may occur. Most wayfinding safety features must be consistent with Manual on Uniform Traffic Control Devices guidance.

- **Traffic control signage.** Includes "stop," "yield," and other traffic control features, plus warning signs and hazard markings.
- **Pavement markings.** Includes dashed and solid striping for two-way travel and miscellaneous markings that can be coupled with traffic control signage to advise the user about trail conditions.

SUPPORT FEATURES

Designed to improve the trail user experience and make the system more accessible, enjoyable and utilitarian for recreation and transportation purposes.

- **Directional Signage, Maps, Kiosks.** Includes key trail information such as routes, amenities, and destinations. Content may also include accessibility, level of difficulty, and distance and direction to trailheads or destinations.
- **Distance markings.** Can be a vertical feature adjacent to the trail and/or a feature applied directly into the trail surface.
- **Informational signage.** Content may include historic and environmental facts about the natural features associated with the trail.

OTHER TRAIL AMENITIES

Other amenities may include pet waste receptacles, rest areas, shade structures, and bike repair stations.

- **Bike racks.** Bike racks let trail users secure their bicycles if they want to stop along the trail, especially at parks and additional attractions.
- **Drinking fountains.** Because of the hot temperatures, the majority of the year in Texas, the addition of water stations along a trail is important to keep trail users and pets hydrated.
- **Fitness stations.** Fitness stations provide unique opportunities for trail users to exercise on equipment while using the trail.
- **Lighting.** If trails are open to users during dark hours, lighting is recommended to keep trail users safe.
- **Parking.** It is important to provide trail-head parking at trail access points for residents and visitors to Sherman who need to drive to access the trail.

WAYSIDES

Waysides, or stopping/resting points, can enhance the trail user experience by providing intermittent places along a trail to rest, gather, or observe key views of trailside features. Although not typically located at an access point (such as a trailhead), waysides may be located at intervals along a trail segment or at intersecting points and may provide some (or many) of the same amenities that may be found at a trailhead.

RECREATIONAL TRAIL DESIGN FEATURES

The specific focus of many types of recreational trails means that they must often incorporate specialized design features meant to serve the unique needs of focused user groups. While many of the bicycle and pedestrian design resources listed previously may be applicable for site amenity trails within specific parks or other destinations, recreational trails serving targeted user groups such as avid mountain bikers or equestrians must include customized design components.

MOUNTAIN BIKING TRAILS

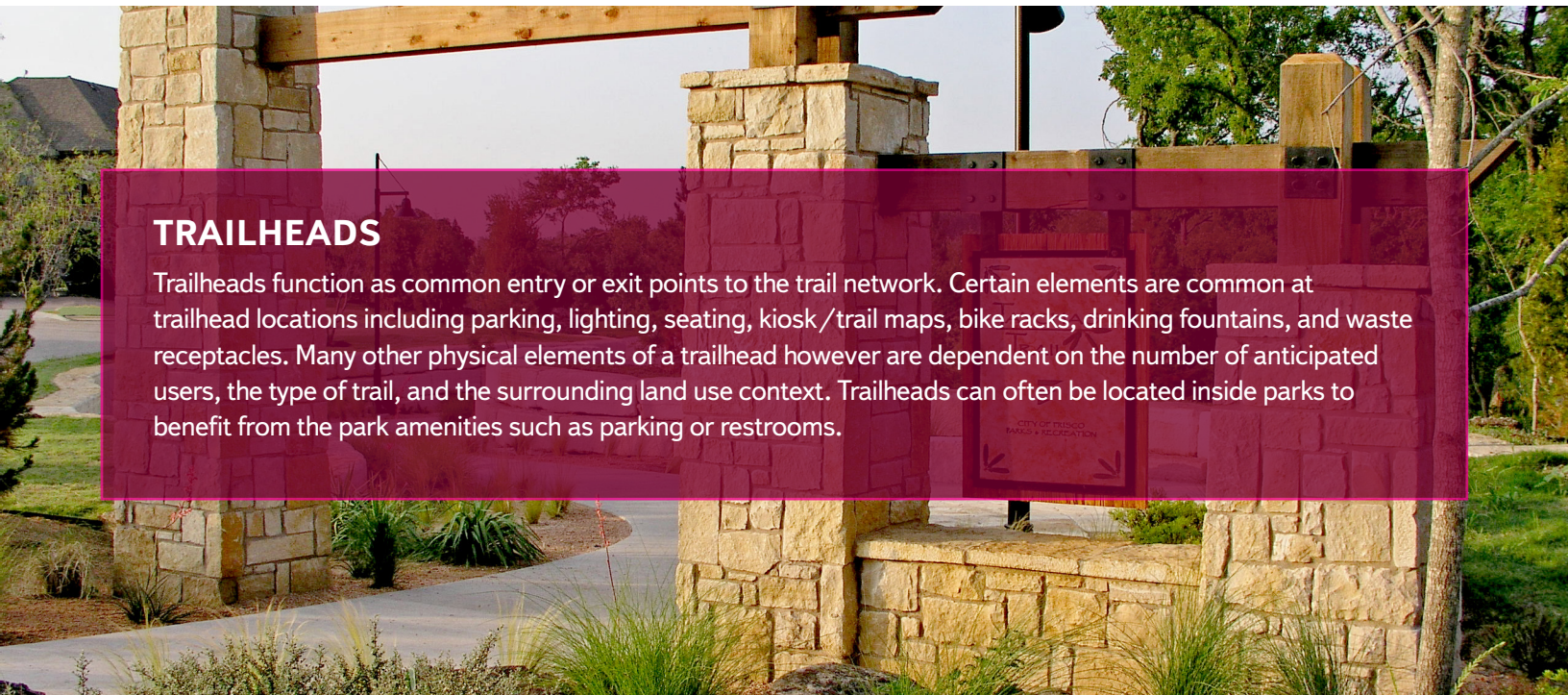
Customized mountain biking trails (including cross-country, flow, and downhill sub-types) are designed to utilized natural terrain to provide users with riding challenges extending across a range of difficulty. Although many mountain biking trails also support some hiking or jogging activity, well-designed systems are increasingly limiting access solely to mountain-biking enthusiasts due to design features that combine speed, jumps and drops.

Key mountain biking trail features include trailheads with parking, wayfinding and bike maintenance features, hub markers for orientation and trail signage that provides a thorough description of the features of each trail segment and trail safety/etiquette. The International Mountain Biking Association (IMBA) produces authoritative resources on mountain bike trail design:

- **Guidelines for a Quality Trail Experience (2018, with the U.S. Dept. of Interior, Bureau of Land Management)**
- **Trail Solutions, IMBA's Guide to Building Sweet Singletrack (2004)**



Above: *Mountain biker in Sherman;* ***Below:*** *Trailhead at Walnut Creek Linear Park in Mansfield, Texas*



TRAILHEADS

Trailheads function as common entry or exit points to the trail network. Certain elements are common at trailhead locations including parking, lighting, seating, kiosk/trail maps, bike racks, drinking fountains, and waste receptacles. Many other physical elements of a trailhead however are dependent on the number of anticipated users, the type of trail, and the surrounding land use context. Trailheads can often be located inside parks to benefit from the park amenities such as parking or restrooms.

HIKING TRAILS

Hiking trails provide able-bodied hikers and walkers with the opportunity to enjoy an "up-close" experience with the surrounding natural environment and are often located in areas with challenging topography that may be inaccessible to some users. Hiking trail design is meant to promote passive enjoyment of nature and low-impact design is meant to limit disturbances to the area.

Essential United States Forest Service resources on trail design include the following:

- **Standard Trail Plans and Specifications (2014)**
- **TRACS, Trail Assessment and Condition Surveys (2011)**
- **Forest Service Trail Accessibility Guidelines (2013)**



Hiking trail in Binkley Park

EQUESTRIAN TRAILS

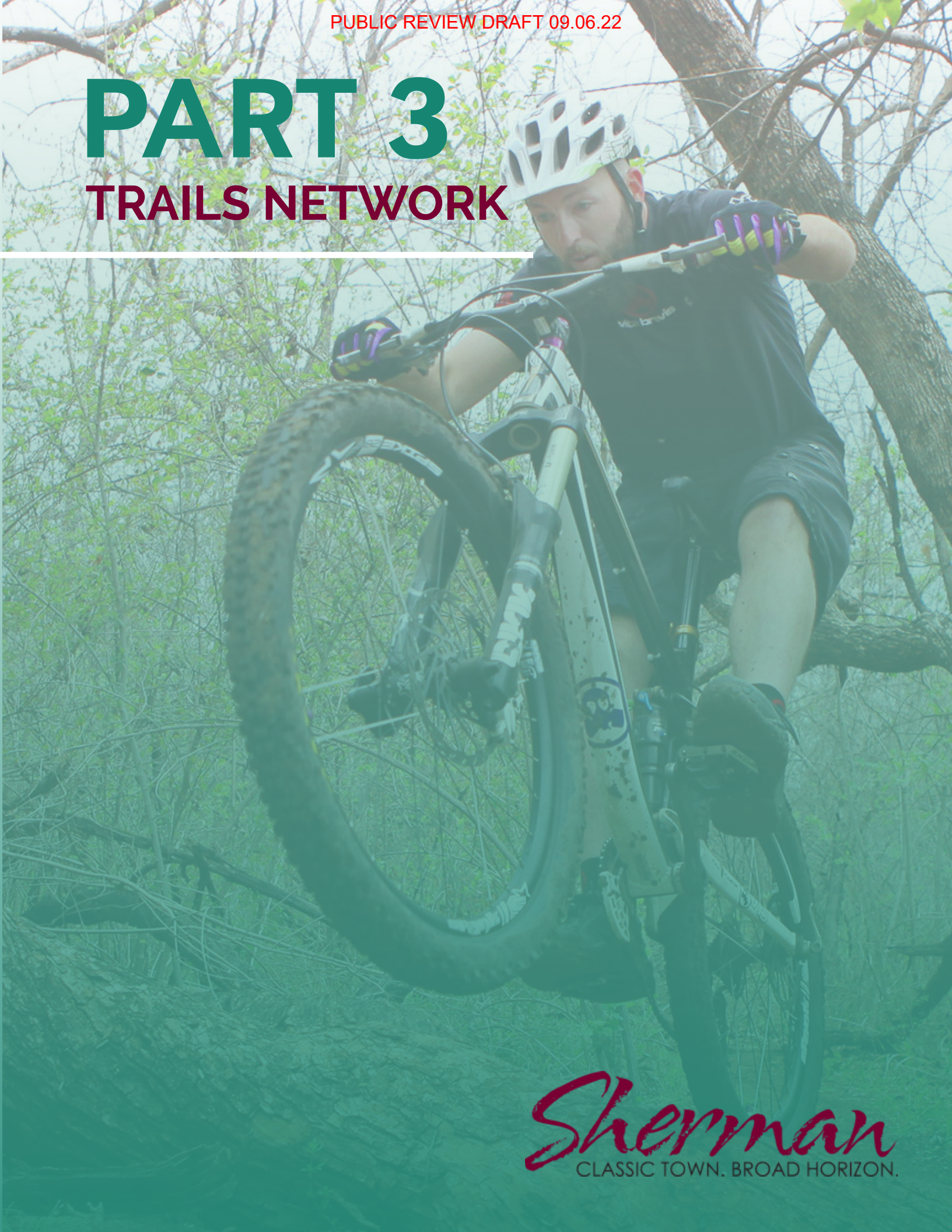
As with other user groups, trail design to serve equestrians — including the riders and their stock — requires specialized design considerations. Trailhead and parking needs will differ from most other trail types due to the size of vehicles and need to corral animals. Trailway surfaces, clearances and grades, and bridge structures will also require alternative applications to meet the needs of users. Perhaps the greatest issues arise with the manner in which a community may choose to provide shared versus parallel or separated trail access to equestrians, bicyclists and pedestrians.

The **Equestrian Design Guidebook** produced by the United States Forest Service provides detailed and comprehensive guidance on equestrian trail design. Standard Trail Plans and Specifications (2014)



Horseback riders on an equestrian trail

PART 3
TRAILS NETWORK



Sherman
CLASSIC TOWN. BROAD HORIZON.

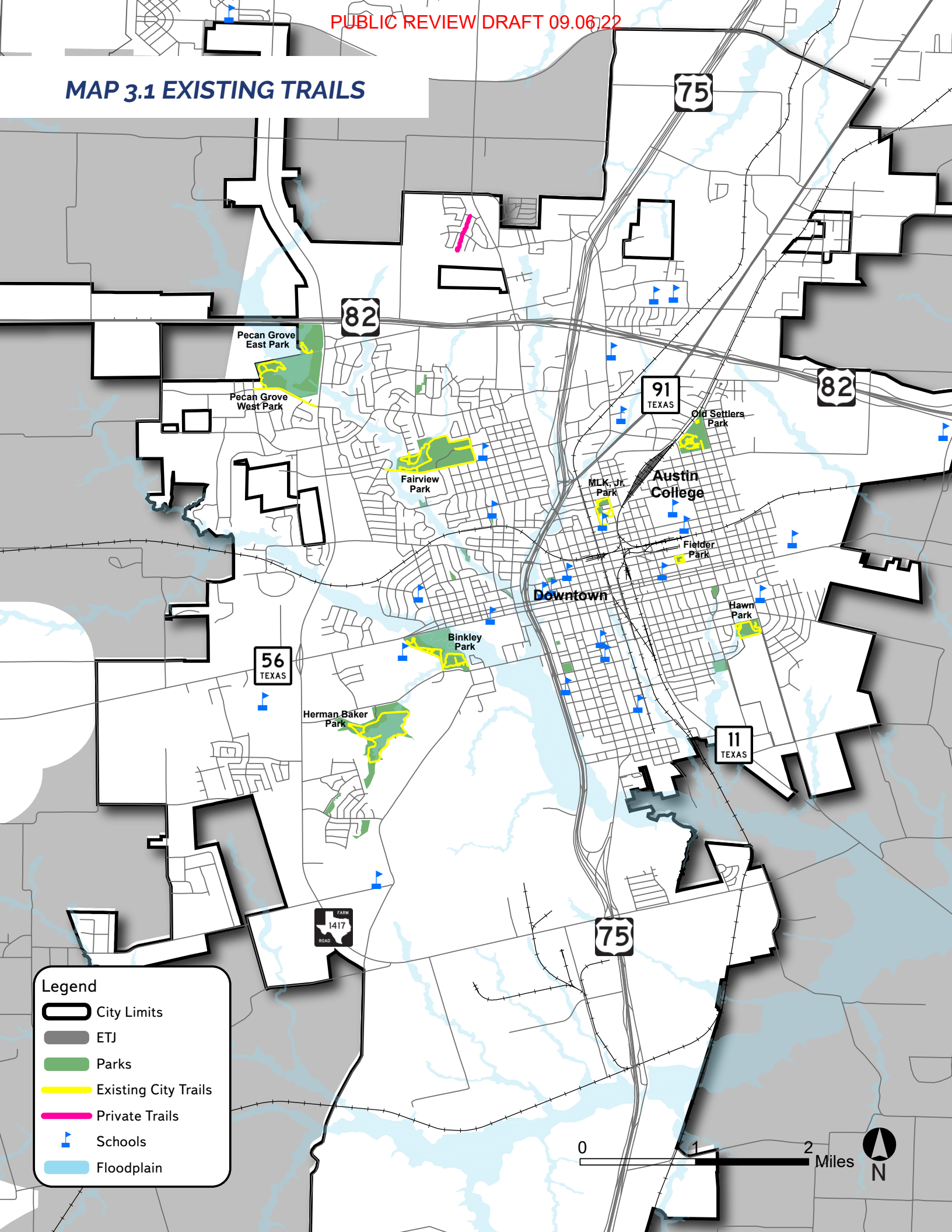
Existing Trails

The City of Sherman currently has 13.8 miles of existing trails, as shown in **Map 3.1, *Exisiting Trails***. All of these trails are in-park trails located within existing parks, seven miles of which are mountain bike trails located in Binkley Park. Though there currently are no trails which extend outside of parks, Sherman has a good beginning for a premier network of trails. Regionally, Sherman has the opportunity to connect to the existing Katy Trail, a trail along the old M-K-T Railway. Portions of this regional trail are already built out in both Dallas and Denison, with plans underway to develop additional segments.



In-park trail in Fairview Park

MAP 3.1 EXISTING TRAILS



Opportunities

Physical features within a community affect the location of proposed trails. Below are some corridor opportunities for trails to be incorporated.

RAILWAYS
Sherman has two abandoned railroads that would be great opportunities for trails. For existing rail, rail-with-trail options are possible for low-volume rail lines.

EASEMENTS
Existing easements and rights-of-way could be potential locations or connections for trails.

UTILITIES
Sharing a trail corridor with a utility easement is not only an efficient use of space, but it also has the potential to lower the costs associated with trail development.

FLOODPLAINS
Development restrictions on floodplains are great opportunities for trails in open space corridors.

Constraints

Barriers to trail connectivity can be either nodal (i.e. intersections, development tracts, etc.) or linear (i.e. highways, railroads). Sherman has existing impediments that can influence the alignment of proposed trails, although many of these same natural and man-made barriers also provide opportunities for future trails that support walking and bicycling.

HIGHWAYS
Highways typically require an above, such as US-75, or below grade crossing and pose safety and cost concerns.

INTERSECTIONS
Can require complex customized solutions. Intersection crossings are a critical component of a connected system and should be a priority of trail planning.

CREEKS
When developing along a creek the trail will almost inevitably need to cross the creek at some point which can be expensive. Frequent floods can also lead to increased maintenance.



Pedestrian bridge inside Fairview Park

Prioritization

The City of Sherman should take steps to integrate some or all of the projects listed in the following section, starting on page 30, into Sherman's overall Capital Improvements Program (CIP). To assist in the integration of this Plan into the CIP process, this Plan has established priority trail segments from the proposed trails network. The priority segments were selected to create a central trail spine which connects the largest parks in Sherman with schools and downtown. This prioritization is suggested based on ideal trail connectivity and does not account for project feasibility. Additionally, trail segments are labeled for ease of reference and are not listed in any particular order.

The Trails Master Plan is not a static plan but is meant to be evaluated, adjusted and changed as needed. Each individual alignment is indicative of desired linkages; exact placement will be determined in the field based on conditions and other factors. When the City begins to develop a trail they should consider the following criteria: "Community Benefits" and "Project Feasibility." Community Benefit criteria are tied to the guiding principles for this Plan and how the recommended projects benefit the community. Project Feasibility criteria involve the impact of a proposed project on considerations such as cost, constructibility, and project leveraging. Trail development can take years and sometimes even decades to come to fruition. As time passes it is to be expected that the City will need to re-prioritize trails based on funding, changes in development or land use patterns, and other extenuating circumstances. The City should use the below criteria and the guiding principles of this plan to re-prioritize.

TABLE 3.1 TRAIL DEVELOPMENT CRITERIA

CRITERIA	NOTES
CONNECTED - EXISTING AND PLANNED NETWORK	The trail segment will extend or fill a gap within the trails network.
CONNECTED - SCHOOLS, PARKS, AND COMMUNITY DESTINATIONS	The trail segment will provide a direct connection to one or more schools, parks, employment centers, or community destinations.
SAFE	The trail segment addresses an existing safety problem or eliminates a barrier to pedestrian and/or cyclist access and connectivity.
NATURAL	The trail segment will be located in a natural area and/or part of the segment will be off-street.
PUBLIC INTEREST	The project addresses a documented public need or preference.
COMMUNITY DEVELOPMENT	The trail segment may serve as a catalytic investment that spurs or supports broader community economic development efforts.
CORRIDOR AVAILABILITY	The project may be accommodated within existing rights-of-way, city-owned land, or easements.
CORRIDOR CONSTRUCTIBILITY	The project may be accommodated within existing rights-of-way, city-owned land, or easements with limited physical or environmental barriers.
COST SHARING	The project can/will be partially funded through non-municipal sources, grants, agency donations, and other external sources.
PROJECT LEVERAGING	The project may be coupled with, or incorporated into, a traffic capacity and/or rehabilitation project programmed at the location.

Proposed Alignments

The trail corridor alignments depicted on the **Map 3.2, *Proposed Trails***, on the next page, are conceptual. They are presented for planning purposes only. The trails network depicts both destinations and alignments that were identified throughout the planning process as desirable for the ideal the trails network. Final trail corridor alignments will vary depending on land availability or suitability conditions on individual parcels revealed during the corridor acquisition and schematic design process.

Suggested locations for initial trailheads are indicated on **Map 3.2, *Proposed Trails*.** These locations were chosen in order to provide an adequate distribution of access points across the city. Suggested locations were determined based on potential land availability; intersection of more than one trail; proximity to a park, school, or highway; and relation to the spine network. It should be noted that as the trail system is built and alignments become more refined other trailhead locations will arise. These locations are suggestions for some potential early trailhead locations. Generally a trailhead should include at minimum the following: five to ten parking spaces, a drinking fountain, bike racks, seating, lighting, trail markers, and a kiosk/map of the trails. Locating near a park will allow the trailhead to capitalize on amenities already existing within the park.

As this is Sherman's first Trail Master Plan it is inevitable that the trails network proposed in this plan will need to be altered and amended based on changes in land ownership, development, right-of-way acquisition, and permitting. Much like the Future Land Use Map in the Comprehensive Plan, the City of Sherman should refer to and possibly amend this map when developers are planning trails, the City is planning new parkland, or anytime major land changes are happening in Sherman.

SEGMENT DESCRIPTIONS

As mentioned previously on page 26, this Plan has established priority trail segments from the proposed trails network. The entire trails network, including priority trails, have been broken into manageable segments for ease of reference which are organized in no particular order. The rest of this chapter analyzes the segments as shown on the map on page 29. Each of these segments is accompanied by a brief description and map showing the general suggested alignment. For clarity, a locator map is provided to help the reader identify the location of each segment within Sherman.

- **Description** — A brief description of the alignment including where it passes, what it crosses, and what it connects to.
- **Material/Width Preference** — This section indicates the trail material recommended for each segment and its width. This recommendation is based on industry best practices and recommendations. Material choice is ultimately a decision the City will need to make based on construction and maintenance costs, topography, and environmental restrictions.
- **Approximate Length** — The lengths of the segments are general approximations.
- **Key Destinations/Connections** — This section provides an overview of what destinations the segment connects (such as schools, neighborhoods, businesses, etc.).
- **Issues** — The major issues associated with each corridor segment are identified in this section.
- **Opportunities** — The major benefits associated with each corridor segment are identified in this section.
- **Planning-Level Cost Estimates** — Estimations of trail development costs from a planning-level or pre-design stage. More accurate studies and reviews will be necessary to determine specific costs for each trail. See page 28 for more details.

COST ESTIMATES

Estimating the costs of building trails requires familiarity with the local geography, terrain, drainage and other environmental factors that would impact the City of Sherman's design, labor or material budgets. In this Plan, cost estimates created for Priority One trail segments unit are "planning level" estimates for proposed new trails at a pre-design stage. These costs include approximate estimations for costs of demolition, erosion controls, and striping and signage. Hard surface trail cost estimates were created assuming concrete which is generally an industry best practice for trails due to its durability and low maintenance costs. Where pedestrian crossings are unavoidable (i.e., segments which cross US-75 or creeks) generic costs were included for pedestrian bridges, underpass crossings, or box culvert creek crossings. Cost estimates are presented as a range using low and high prices of materials and labor from across the state of Texas. Specific cost estimates for Priority One trail segments can be found on pages 30 to 36.

TABLE 3.2 COST PER UNIT

ACTIVITY	PLANNING LEVEL COST ESTIMATES
Demolition Allowance - Existing Structures, Vegetation Removal & Misc.	2 - 4% of cost
Concrete Walkway (includes sub-grade prep)	$7 - $14 per SF
Erosion Control Measures	$3 - $5 per SF
Detectable Warning Concrete Pavers (ADA)	$600 - $1000 each
Striping & Signage Allowance	1% of cost
Concrete Box Culverts (Creek Crossing)	$500 per LF
Soft Costs (Professional Design Services, Design Survey, Geotechnical, etc.)	10 - 20% of cost

LS = Lump Sum; SF = Square Foot; LF = Linear Foot

Assumptions and Disclaimers

Recommendations presented in this Plan include opinions of probable construction costs (OPCC) for suggested trail additions, and improvements. **Where presented, OPCC are subject to the assumptions and disclaimers summarized below.**

A. All Opinion of Probable Construction Costs(OPCC) represent the Consultant and their Sub-Consultant(s) best judgment as professionals, familiar with the construction industry and current available unit pricing; Consultant/Sub-Consultant(s) do not guarantee that proposals, bids or actual project costs will not vary from its Opinion of Probable Construction Costs. Quantities are estimates only and the actual amount of work and/or materials are contingent upon final design of these facilities.

B. Unit pricing is based on average cost statewide and do not account for any site specific determinates that would effect costs of construction (i.e. unknown subsurface conditions, etc.). Unit pricing based on today's dollars.

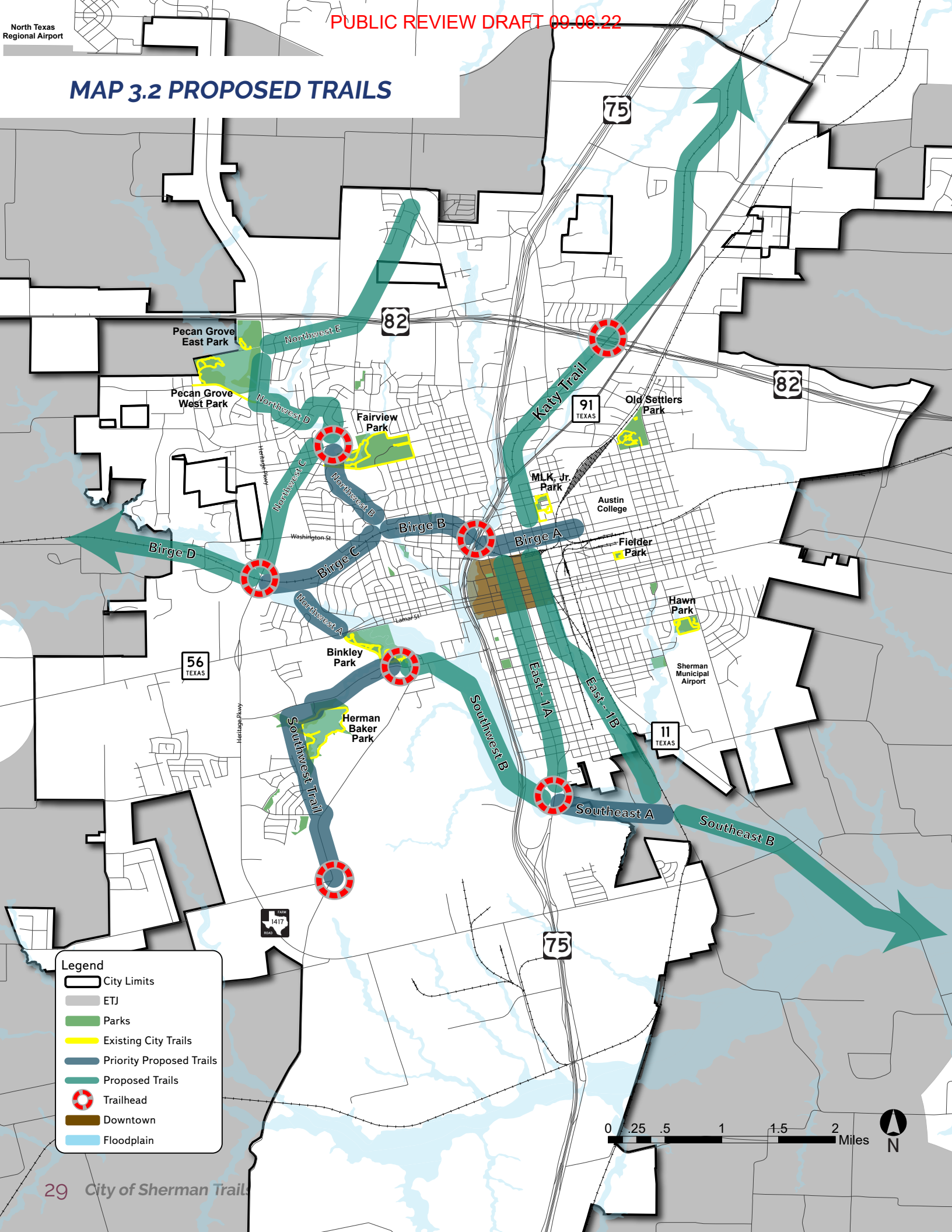
C. 15-25% Construction Contingency included to cover unknown site development costs due to master plan level of detail (unclassified demo, e/s controls, unclassified earthwork, drainage infrastructure, water/wastewater improvements, primary/secondary site electric, general conditions of the contract, etc. , unless otherwise noted).

D. This OPCC does not include utility adjustments/relocations/extensions/services for storm sewer, domestic water, sanitary sewer, gas, electric or communication utility lines off site.

E. Environmental and regulatory review, permitting, and fees are not included in this OPCC.

F. Projection of future construction costs should include a 10 percent annual increase at a minimum.

MAP 3.2 PROPOSED TRAILS



BIRGE TRAIL - A

DESCRIPTION

Birge Trail segment A runs east and west from US-75 to North Porter Street along East Brockett Street north of downtown towards Austin College.

MATERIAL/WIDTH PREFERENCE

10’ wide hard surface sidepath

APPROXIMATE LENGTH

Planned: 0.9 miles

KEY DESTINATIONS/CONNECTIONS

Connects downtown, Austin College, and the future trails in west Sherman.

ISSUES

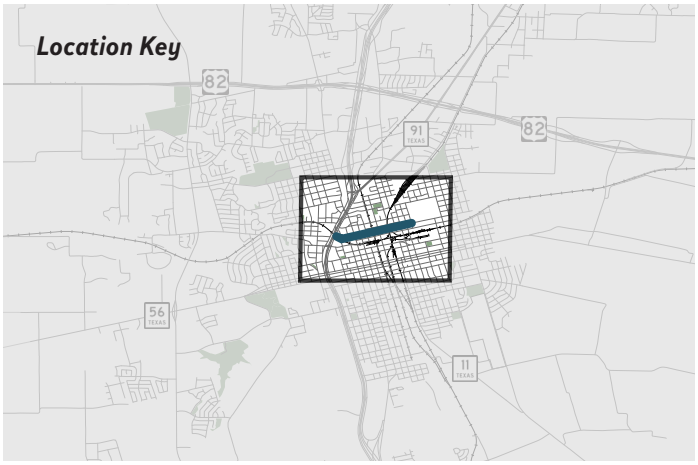
Existing pedestrian and bicycle infrastructure stops at Travis Street. A connection crossing US-75 is needed. Potential options include constructing a bridge crossing US-75 at the abandoned railroad alignment or using the existing underpass at Washington Street which is significantly less expensive.

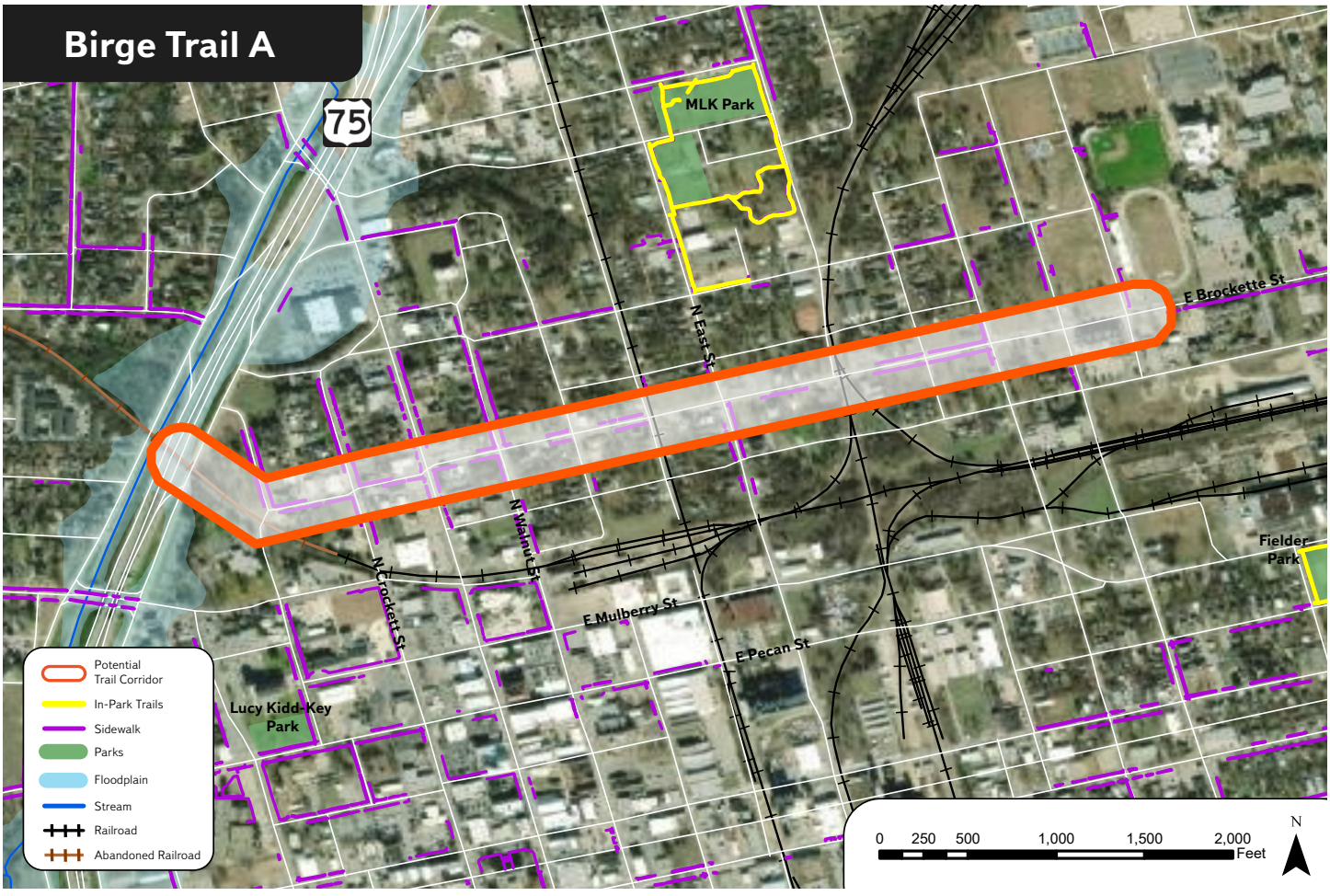
OPPORTUNITIES

Increase connectivity from the west side of the city to downtown. Along this segment, existing sidewalk infrastructure is in good condition and some bike infrastructure exists.

PLANNING-LEVEL COST ESTIMATE

$841,618 - $3,032,794





BIRGE TRAIL- B

DESCRIPTION

Birge Trail segment B is located on the west side of Sherman in an established residential area. This segment runs east and west from US-75 to Post Oak Creek along an abandoned railroad corridor.

MATERIAL/WIDTH PREFERENCE

10’ wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.7 miles

KEY DESTINATIONS/CONNECTIONS

This segment connects downtown an US-75 on the east side of the segment to Post Oak Creek on the west side.

ISSUES

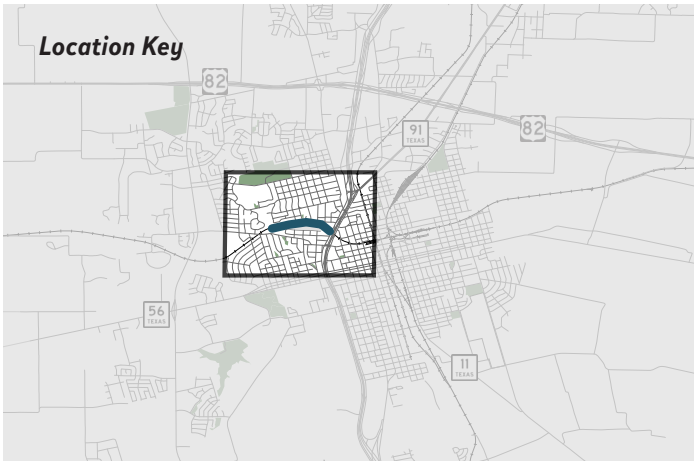
A connection under or over US-75 to the adjacent trail segments is needed on the east end of this segment.

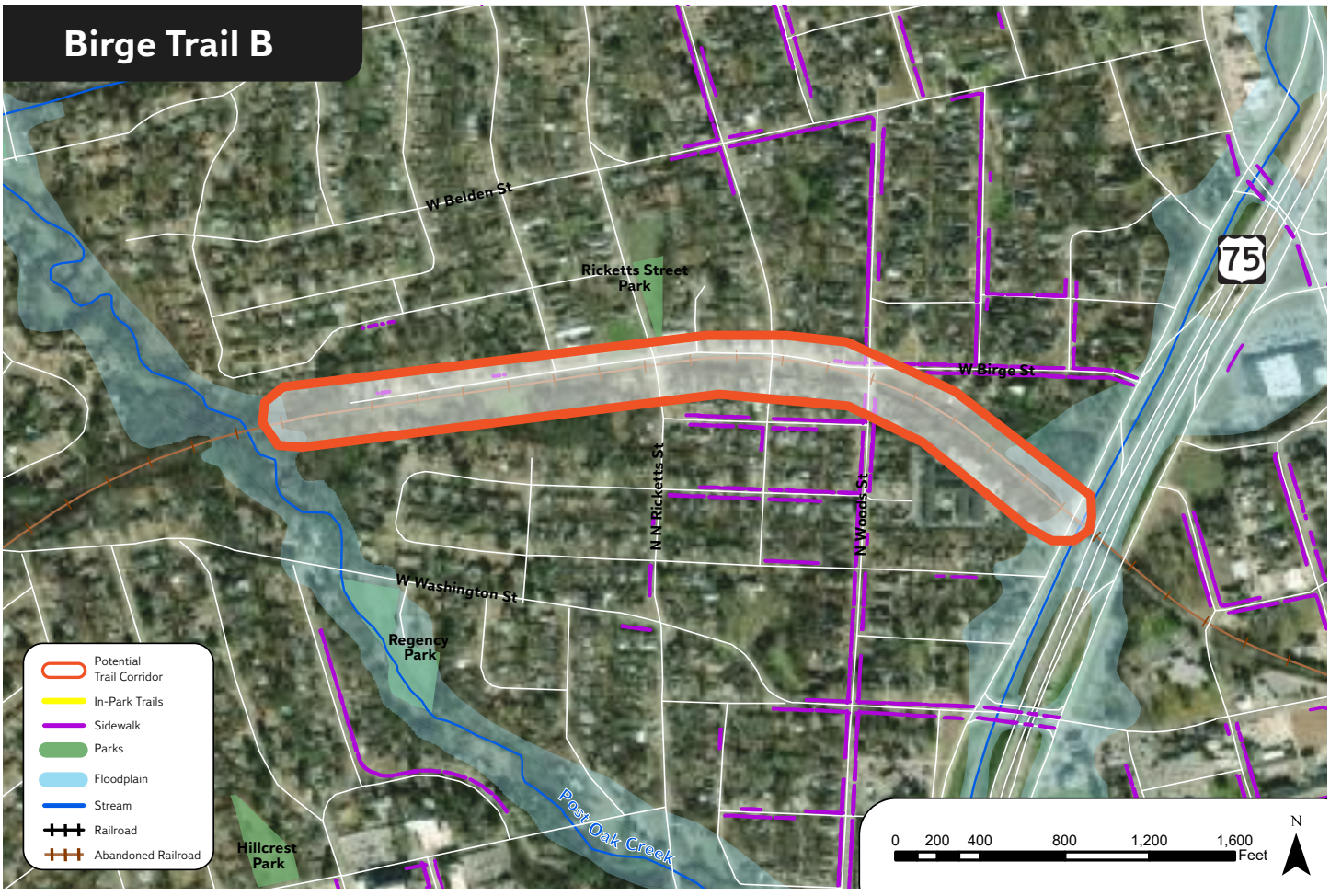
OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the east to west sides of the city. Abandoned railroad tracks in good condition, steel and materials available for reuse. Existing rail bridge over Post Oak Creek in good condition.

PLANNING-LEVEL COST ESTIMATE

$488,346 - $763,378





BIRGE TRAIL - C

DESCRIPTION

Birge Trail segment C is located on the west side of Sherman along an abandoned railroad corridor. This segment runs from North Heritage Parkway on the west side to Post Oak Creek on the east side.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 1 mile

KEY DESTINATIONS/CONNECTIONS

Connects Sherman to the new development that is proposed on the west side of the city.

ISSUES

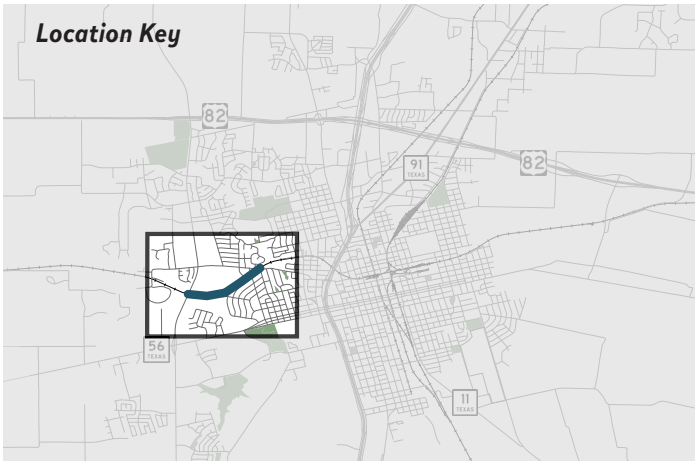
There are several roads that cross this segment.

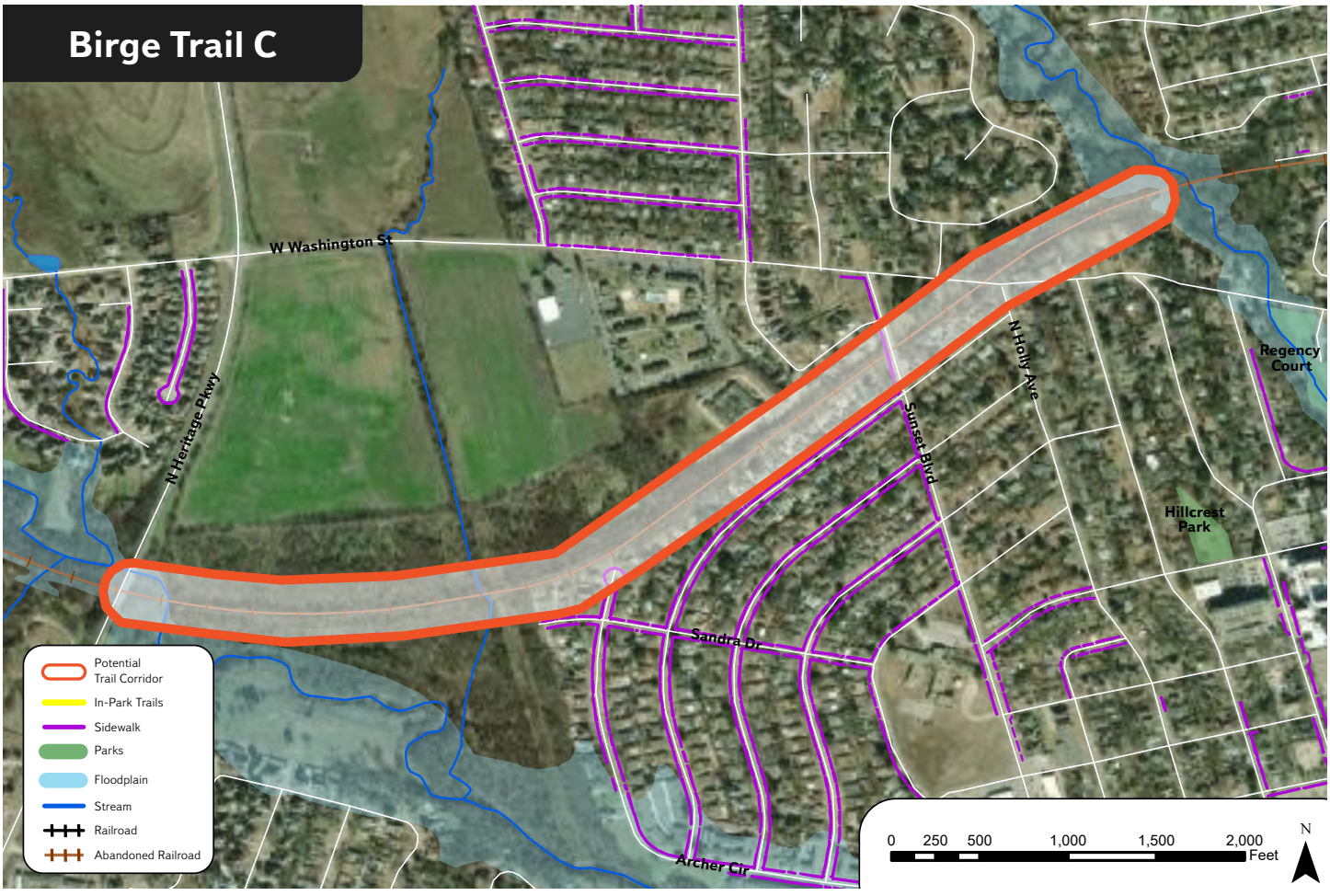
OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the east to west sides of the city.

PLANNING-LEVEL COST ESTIMATE

$946,836 - $1,410,162





SOUTHWEST TRAIL - A

DESCRIPTION

The Southwest Trail segment A is located on the southwest side of Sherman. This segment runs from Center Street Park to Herman Baker Park along West Center Street. It also runs from the high school to Herman Baker Park along West Moore Street.

MATERIAL/WIDTH PREFERENCE

12' wide hard surface trail and/or sidepath

APPROXIMATE LENGTH

Planned: 2.5 miles

KEY DESTINATIONS/CONNECTIONS

Connects Sherman High School, Herman Baker Park, Sory Elementary, Center Street Park, Binkley Park, and the trails system.

ISSUES

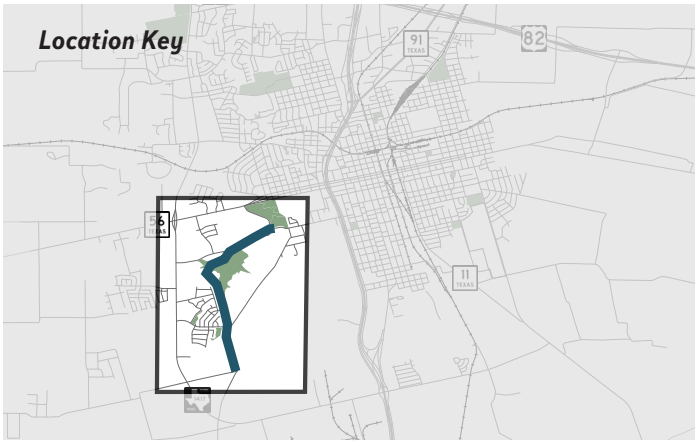
A neighborhood is being developed to the south of Herman Baker Park which may create challenges between the park and Sherman High School due to changes in the natural grade around the creek. There is also a need to add bike lanes/bike infrastructure.

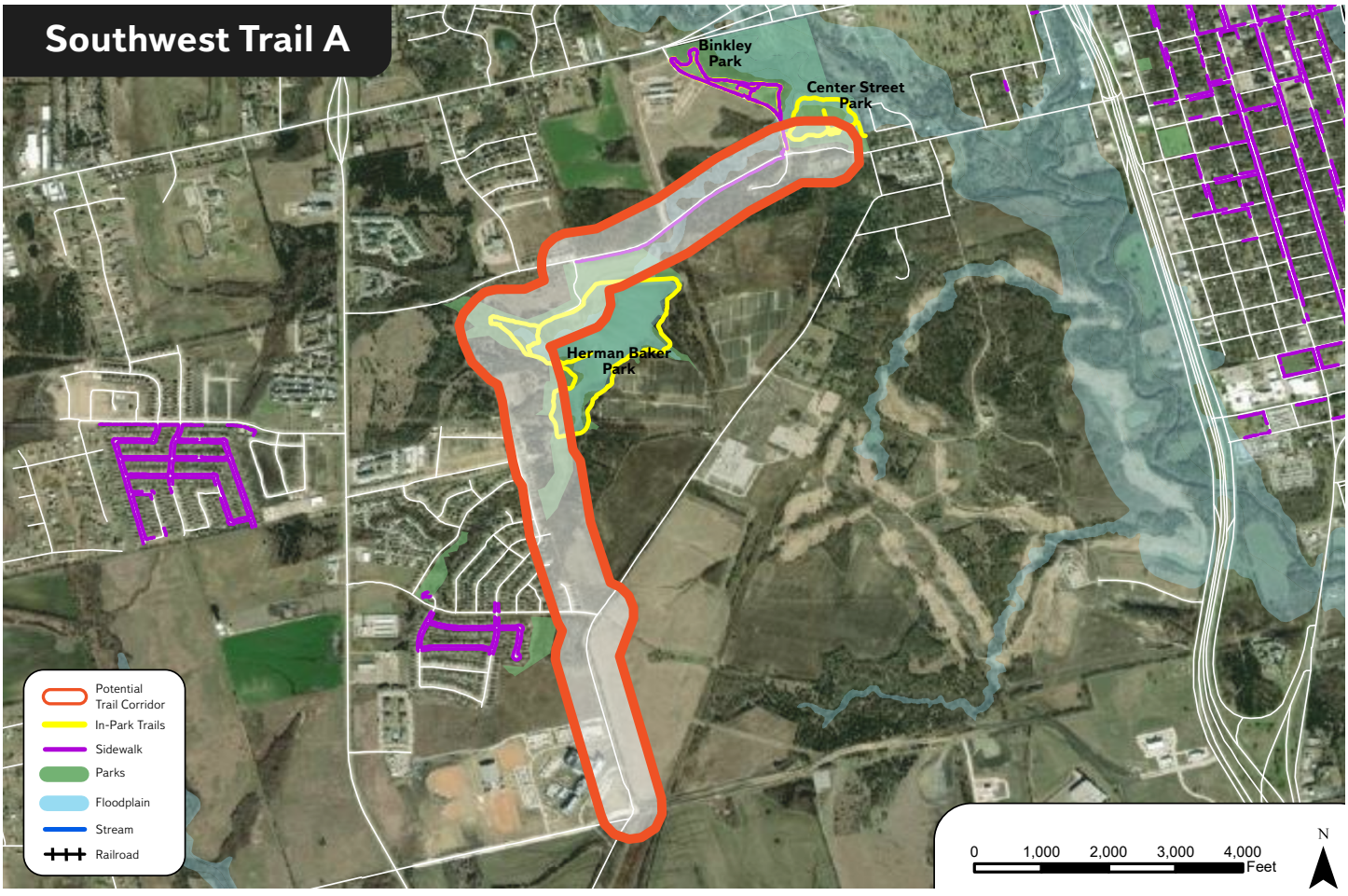
OPPORTUNITIES

Increase connectivity from schools to the surrounding neighborhoods and create safe routes to schools. Sidewalk along West Center Street built out for nearly the entire segment and in good condition.

PLANNING-LEVEL COST ESTIMATE

$1,629,134 - $2,597,180





NORTHWEST TRAIL - A

DESCRIPTION

Northwest Trail segment A is located on the west side of Sherman in an established residential area. This segment runs east and west from Binkley Park to North Heritage Parkway along Sand Creek. Almost all of this trail segment is located within the floodplain.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.6 miles

KEY DESTINATIONS/CONNECTIONS

This segment of trail is a key connection since it crosses over West Lamar Street.

ISSUES

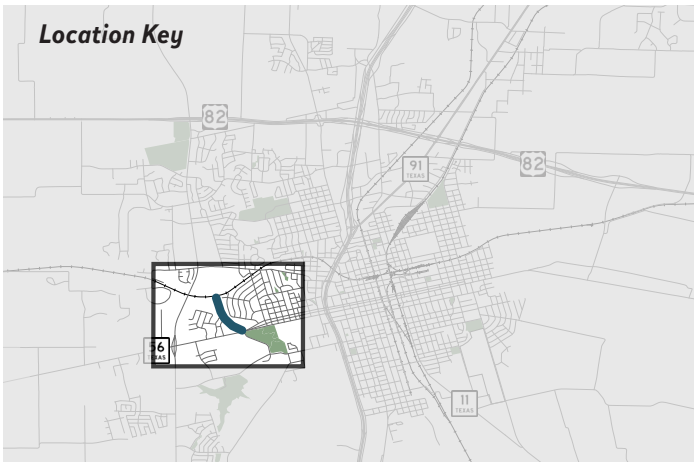
A pedestrian crossing will be necessary to connect to Binkley Park. Majority of the trail is located in the floodplain. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored.

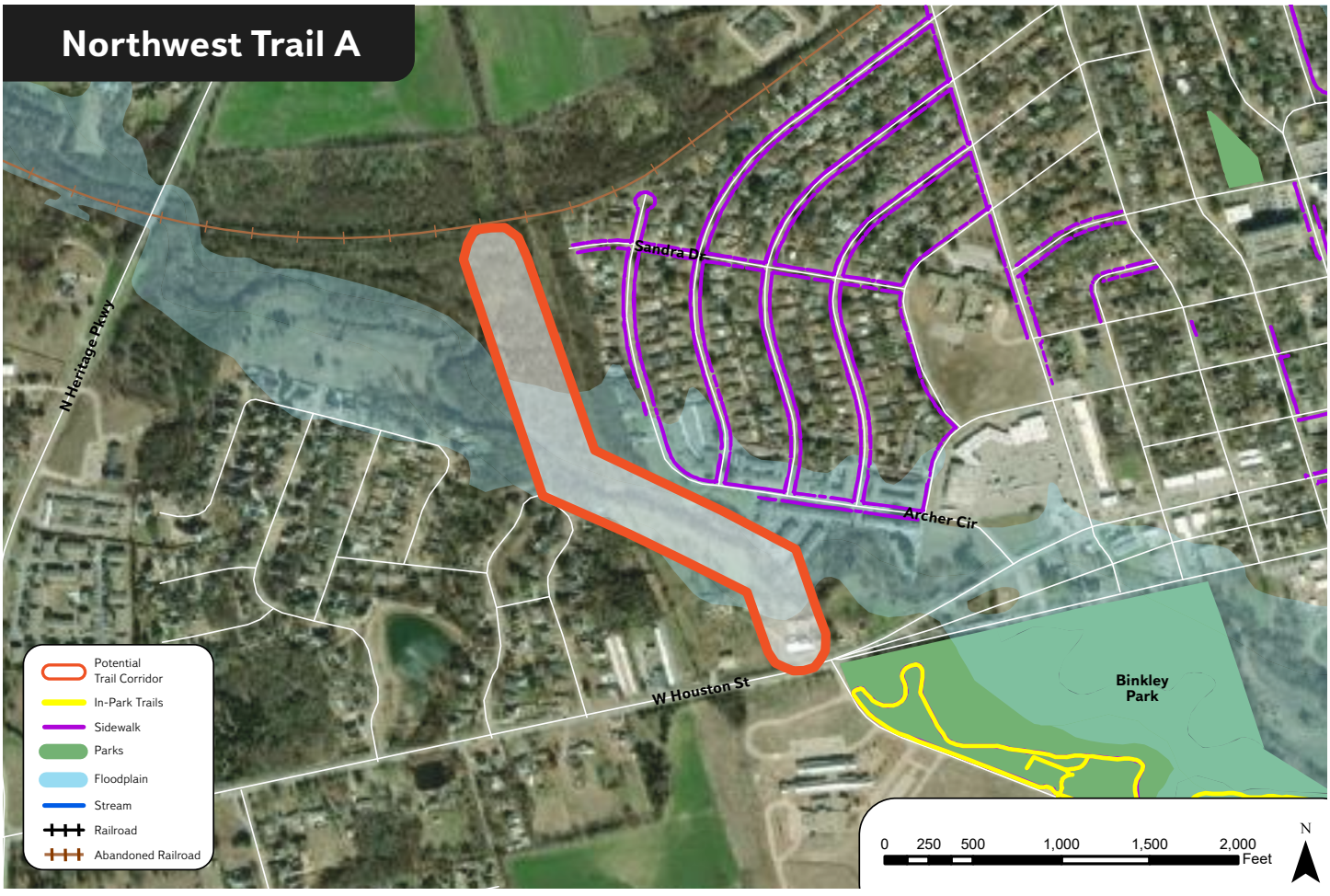
OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the north to south sides of the city.

PLANNING-LEVEL COST ESTIMATE

$923,926 - $1,353,874





NORTHWEST TRAIL - B

DESCRIPTION

Northwest Trail segment B is located on the west side of Sherman in an existing residential area. This segment runs along Post Oak Creek in a floodplain from an abandoned railroad in the south to West Taylor Street in the north.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.7 miles

KEY DESTINATIONS/CONNECTIONS

Connects Fairview Park into the future trails network.

ISSUES

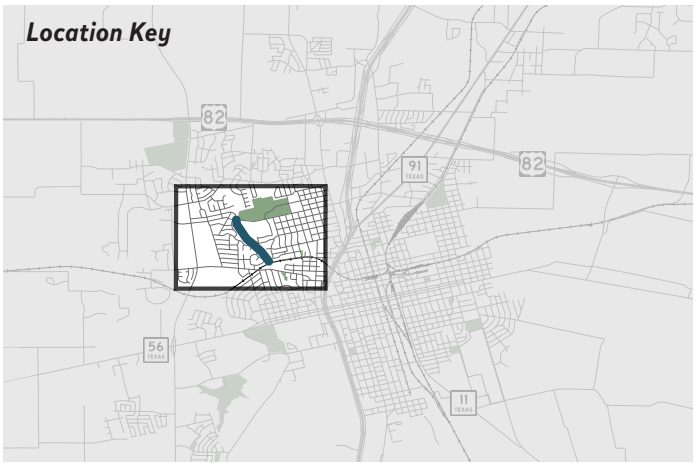
Right-of-way acquisition for the trail could be challenging due to the number adjacent property owners along the creek. Creek is known to have issues with erosion and bank stability. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored.

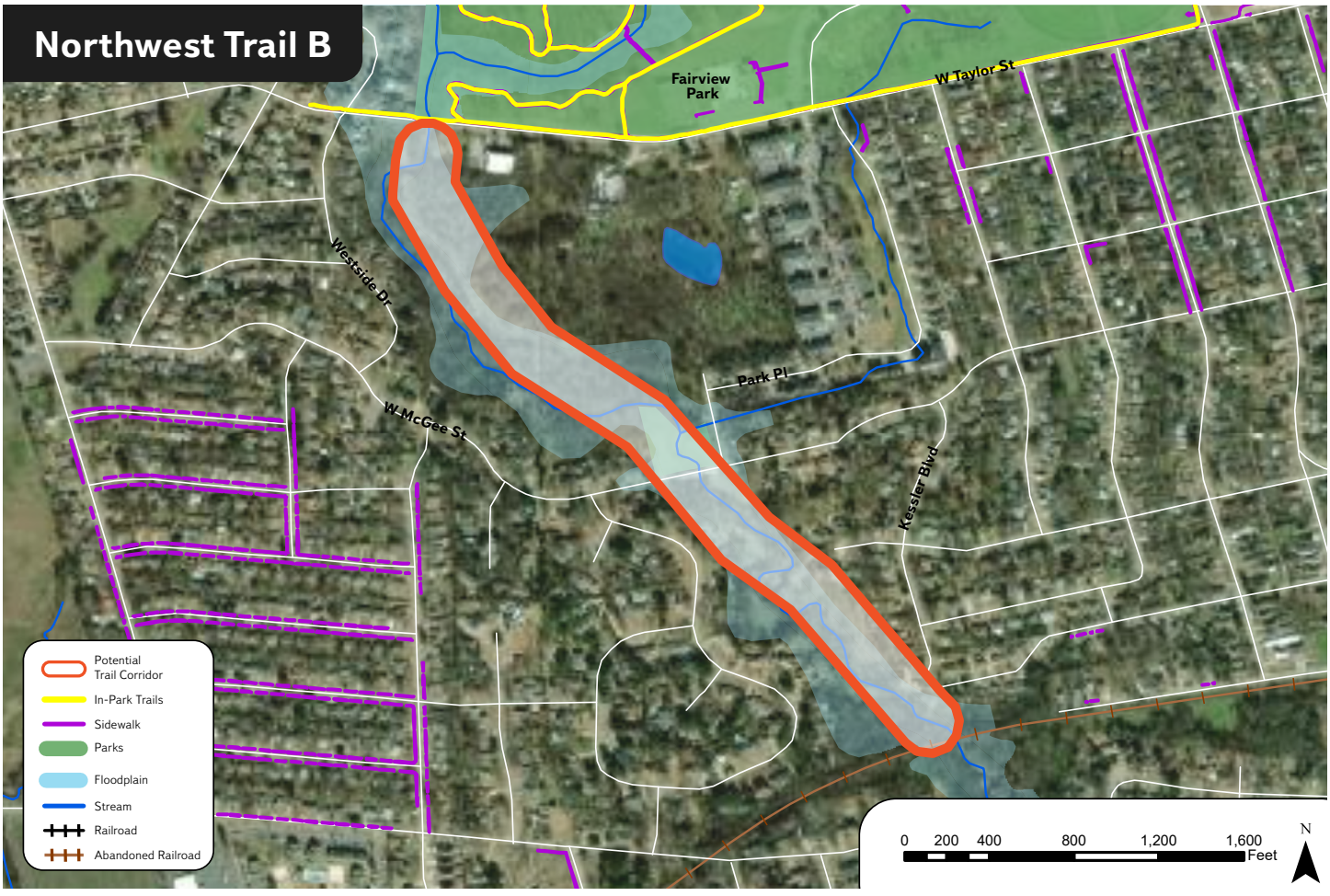
OPPORTUNITIES

Provide adjacent home owners and residents of the nearby neighborhoods with a unique opportunity to have trail connectivity.

PLANNING-LEVEL COST ESTIMATE

$1,071,937 - $1,530,302





SOUTHEAST TRAIL - A

DESCRIPTION

The Southeast Trail segment A is located on the southeast side of Sherman. This segment runs from Travis Street to the railroad along Post Oak Creek. This trail is proposed as part of the future park to be located around Post Oak Creek.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 0.9 miles

KEY DESTINATIONS/CONNECTIONS

Connects this future park to East Sherman as well as downtown.

ISSUES

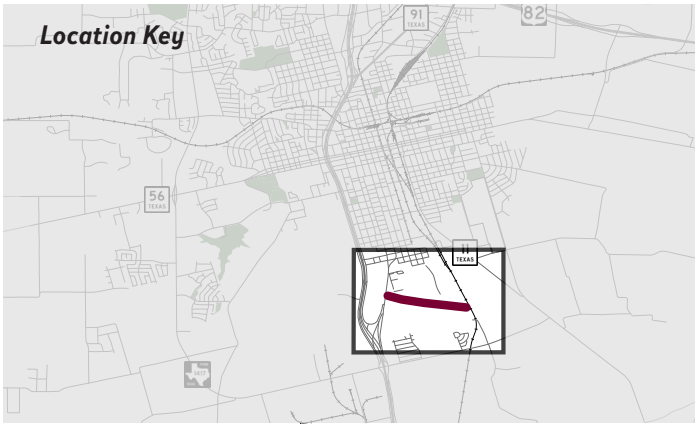
This entire trail is within the floodplain. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored. Connections crossing Travis Street and the railroad will need further study. The exact alignment of this trail will depend heavily upon the layout of the future park.

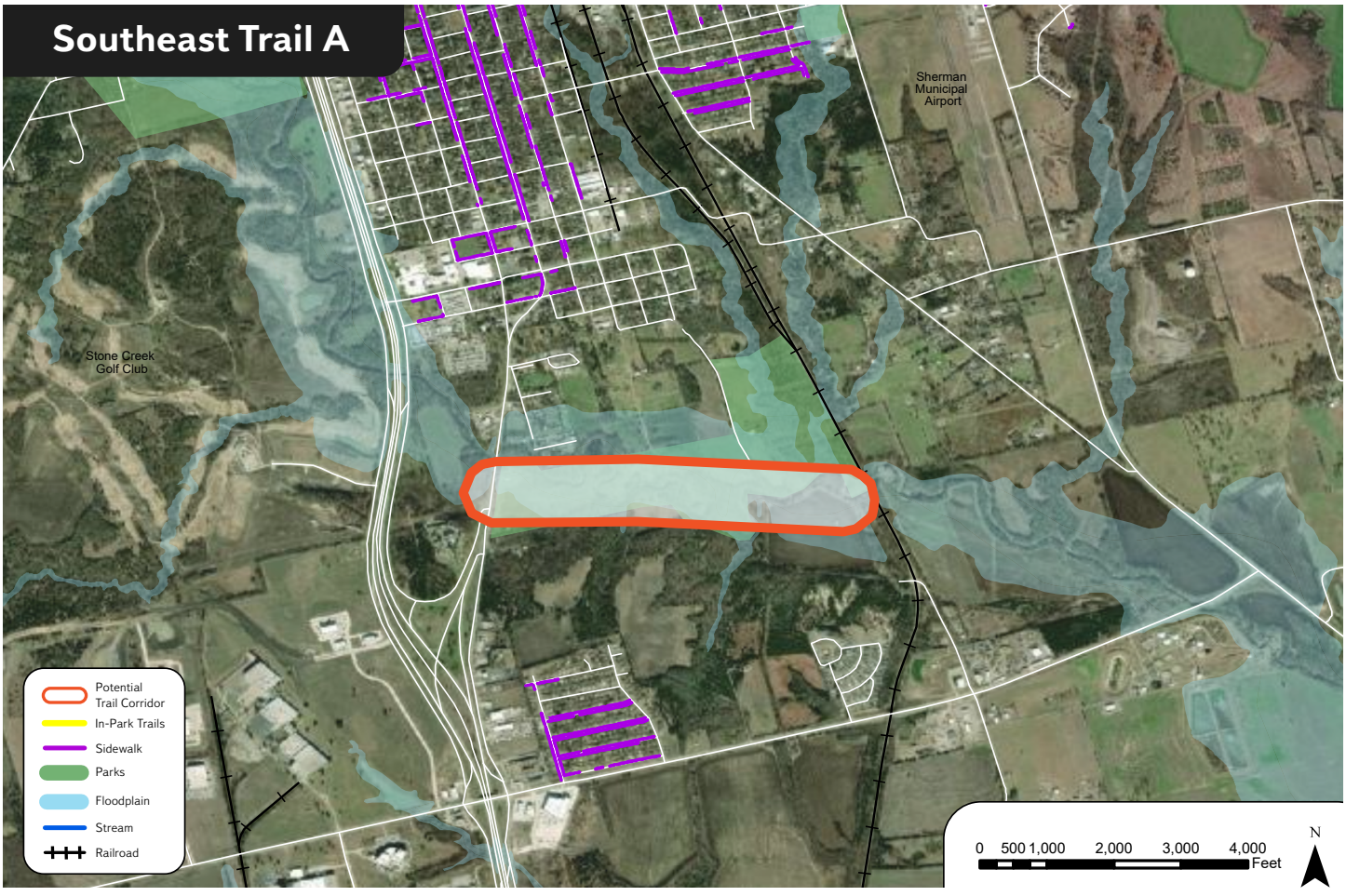
OPPORTUNITIES

There is an existing railroad bridge crossing the creek. Post Oak Creek is a popular tourist destination due to the presence of fossils. This trail and future park could serve to bring in more tourists.

PLANNING-LEVEL COST ESTIMATE

$564,680 - $900,148





NORTHWEST TRAIL - C

DESCRIPTION

Northwest Trail segment C runs north and south along a utility corridor from Fairview Park to the western portion of the trails system.

MATERIAL/WIDTH PREFERENCE

10' wide soft surface trail and/or sidepath

APPROXIMATE LENGTH

Planned: 1.3 miles

KEY DESTINATIONS/CONNECTIONS

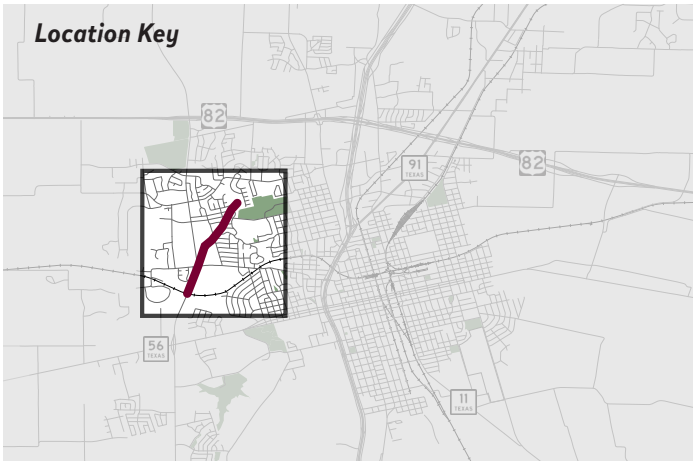
Connects Fairview Park to western portion of the trails system.

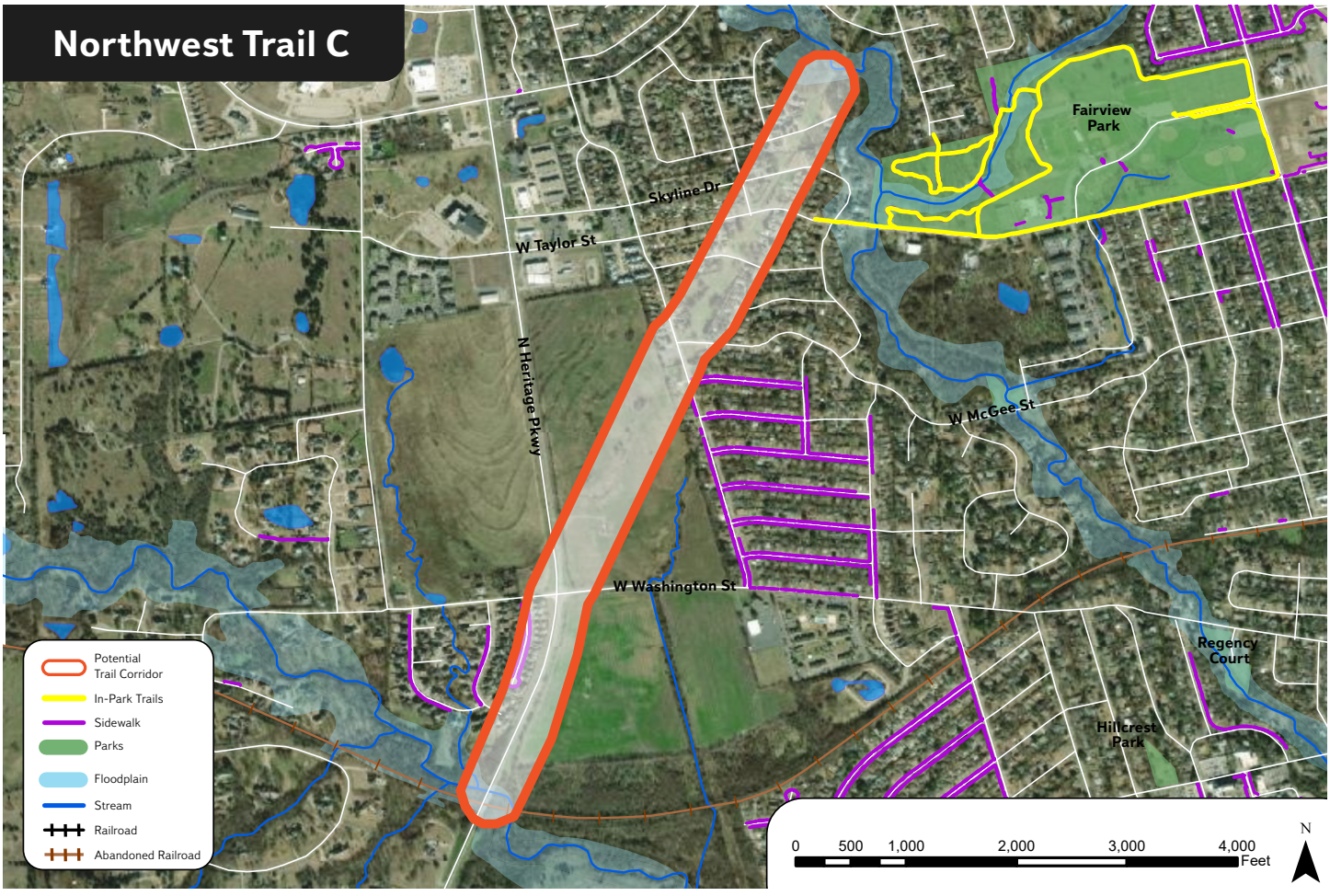
ISSUES

Crossings at West Taylor Street and West Washington Street.

OPPORTUNITIES

Increase connectivity from the north to the south sides of the city.





NORTHWEST TRAIL - D

DESCRIPTION

Northwest Trail segment D is located on the northwest side of Sherman in an established residential area. This segment runs east and west from Fairview Park to Pecan Grove Park along connecting roads.

MATERIAL/WIDTH PREFERENCE

10’ wide hard surface sidepath

APPROXIMATE LENGTH

Planned: 1.9 miles

KEY DESTINATIONS/CONNECTIONS

This segment connects Fairview Park to Pecan Grove Park.

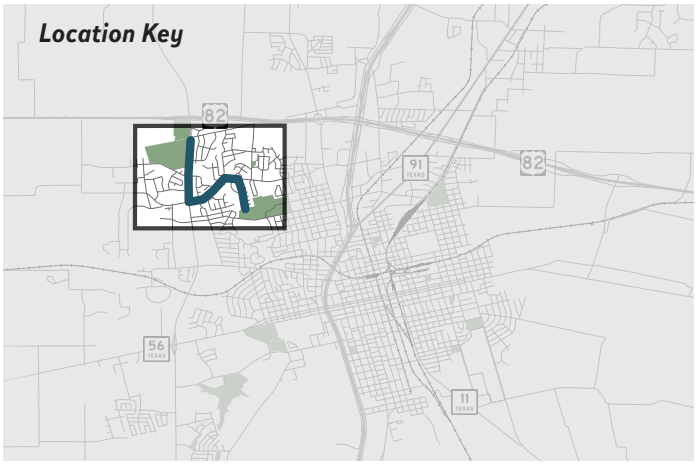
ISSUES

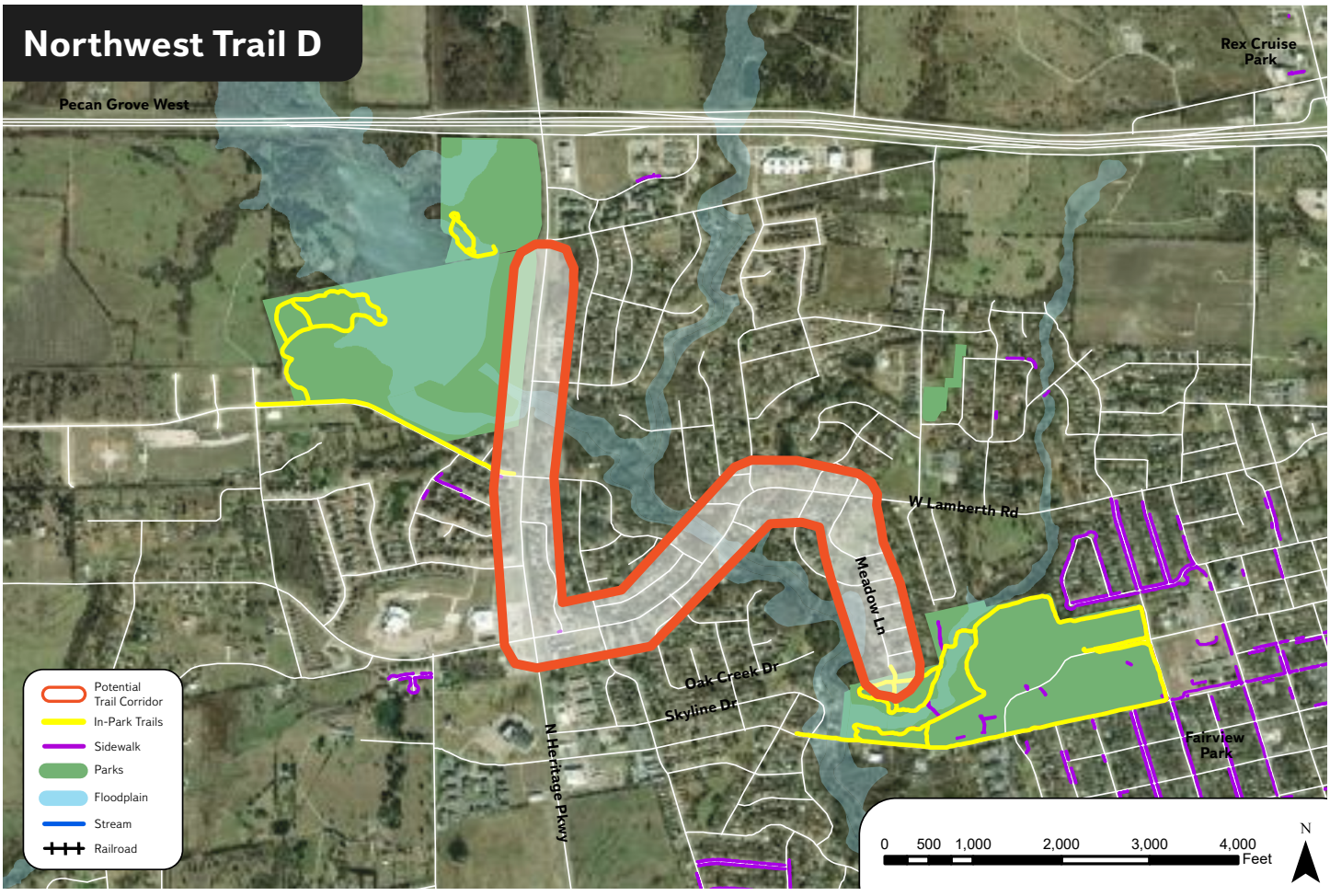
This segment will need further study. The nearby floodplain has bank stability and floodplain issues, trail development could be paired with a drainage project.

Otherwise this segment of the Northwest Trail will likely be on-street bike lanes connecting Fairview Park with Pecan Grove Park.

OPPORTUNITIES

This segment of trail has the opportunity to provide adjacent home owners and residents of the nearby neighborhoods with a unique opportunity to have trail connectivity.





NORTHWEST TRAIL - E

DESCRIPTION

Northwest Trail segment E is located in mostly undeveloped land and connects to an existing trail.

MATERIAL/WIDTH PREFERENCE

10' wide soft surface trail and/or sidepath

APPROXIMATE LENGTH

Planned: 1.8 miles

KEY DESTINATIONS/CONNECTIONS

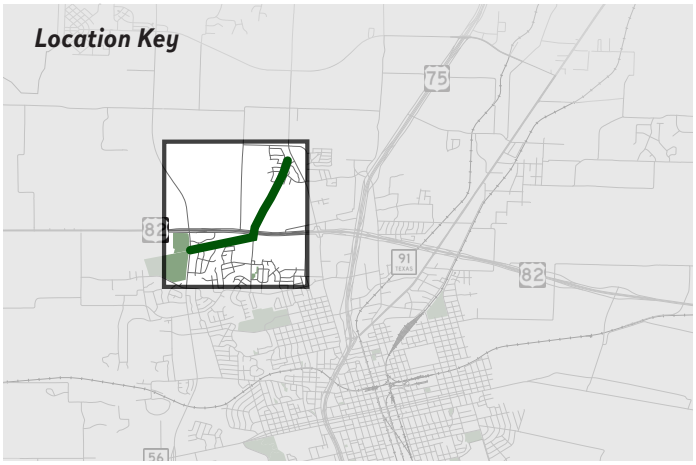
This segment connects an existing private trail into the future trail network.

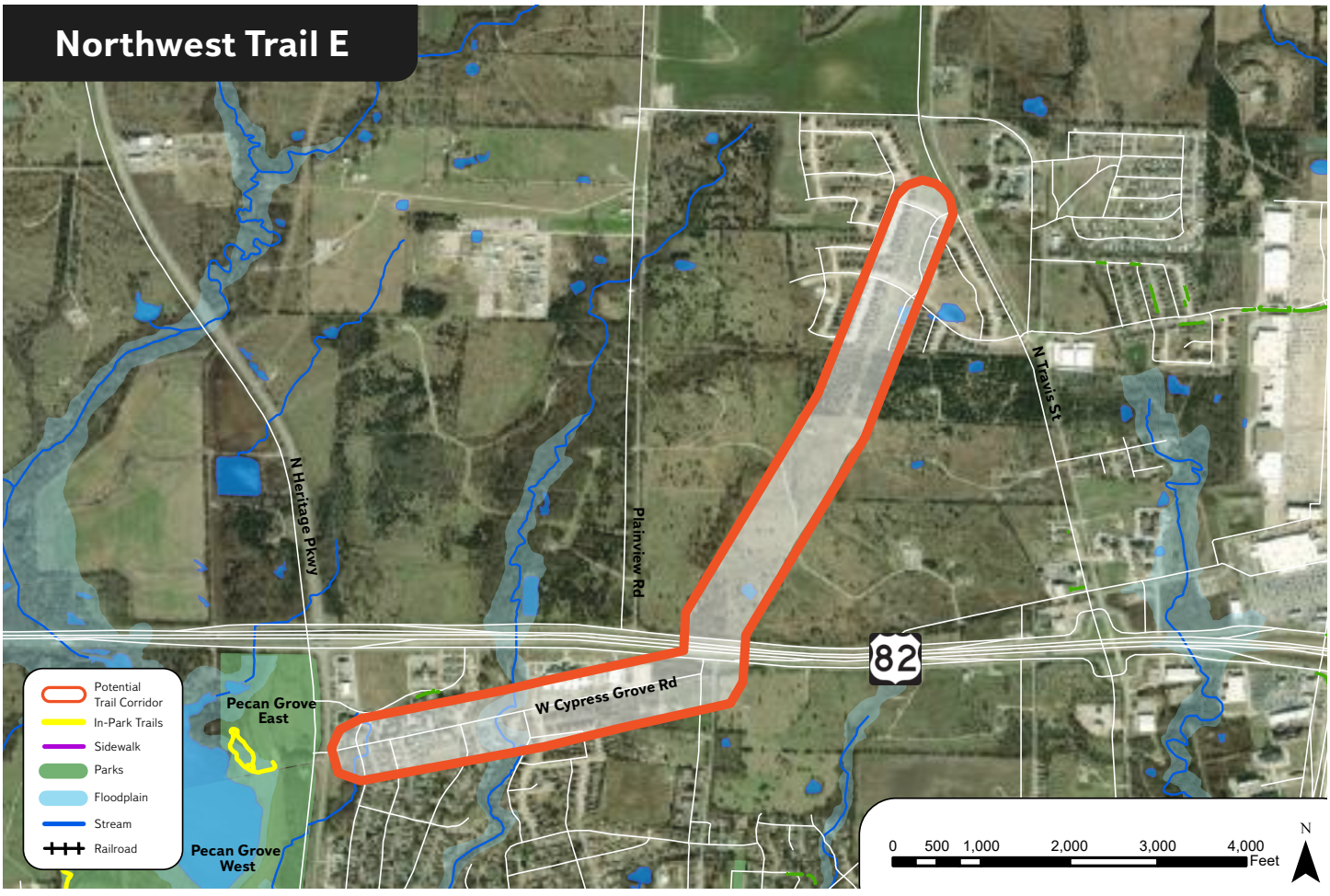
ISSUES

Development occurring on the undeveloped portion of this segment, alignment may shift depending on the development. A pedestrian crossing US-82 will be needed in the middle of this segment.

OPPORTUNITIES

This segment of trail creates a new pedestrian connection to north Sherman.





BIRGE TRAIL - D

DESCRIPTION

Birge Trail segment D runs along an abandoned railroad corridor on the west side of Sherman in a rural area. This segment runs east and west from North Heritage Parkway towards Whitesboro.

MATERIAL/WIDTH PREFERENCE

10’ wide soft surface trail

APPROXIMATE LENGTH

Planned: 2.8 miles

KEY DESTINATIONS/CONNECTIONS

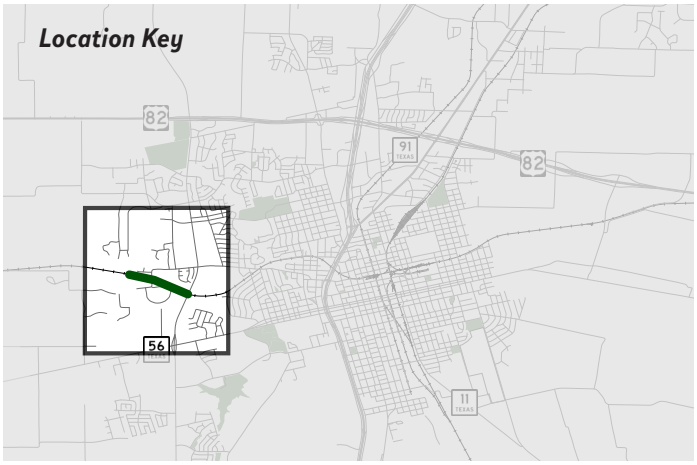
This segment has the potential to become a regional trail connection since this abandoned railroad connects to Whitesboro and neighboring communities.

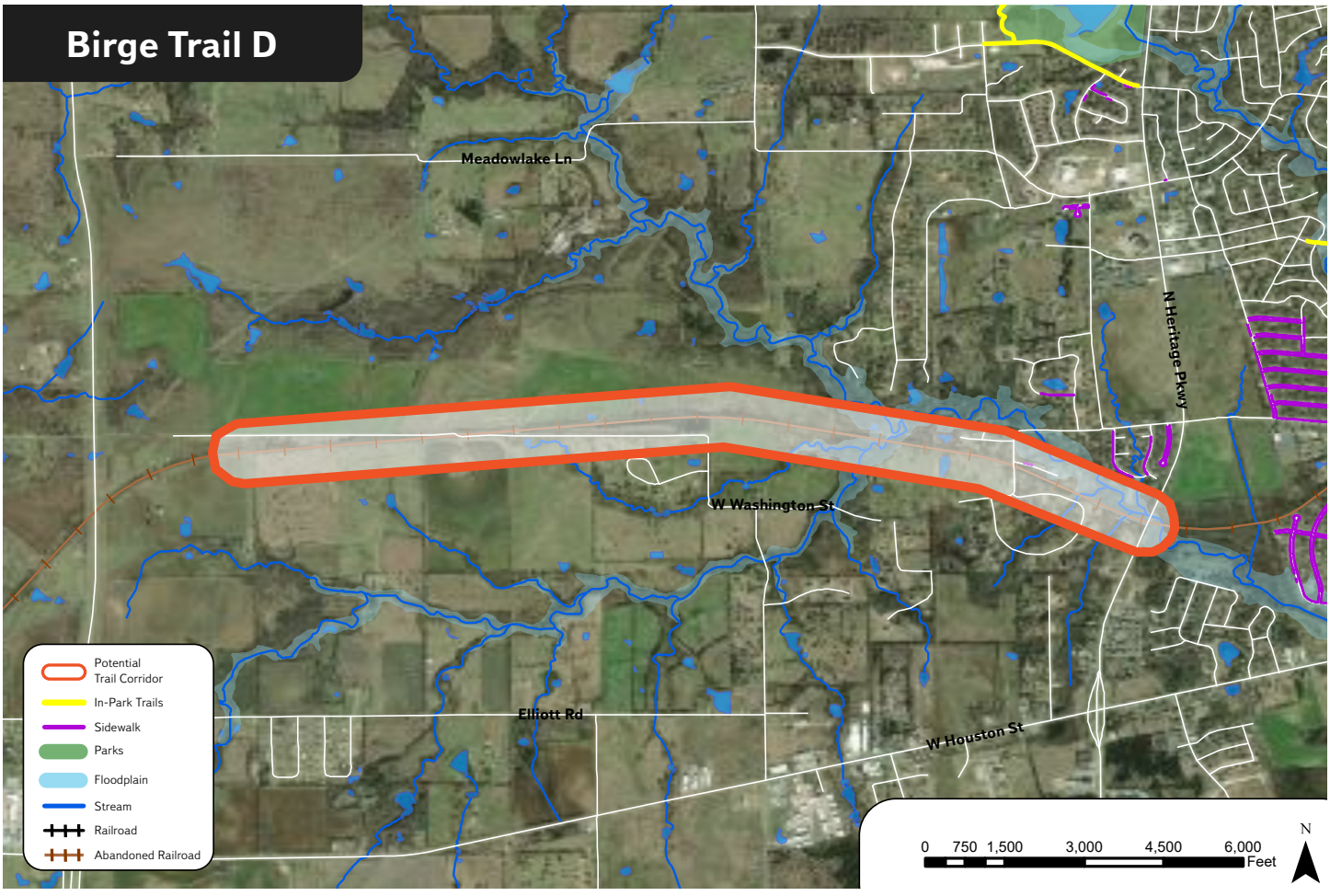
ISSUES

A pedestrian crossing under North Heritage Parkway is needed. A portion of trail on the western end is not in the city limits.

OPPORTUNITIES

Increases connectivity on the west side of Sherman and creates opportunities for regional connections. This could create a regional trail which may create tourism.



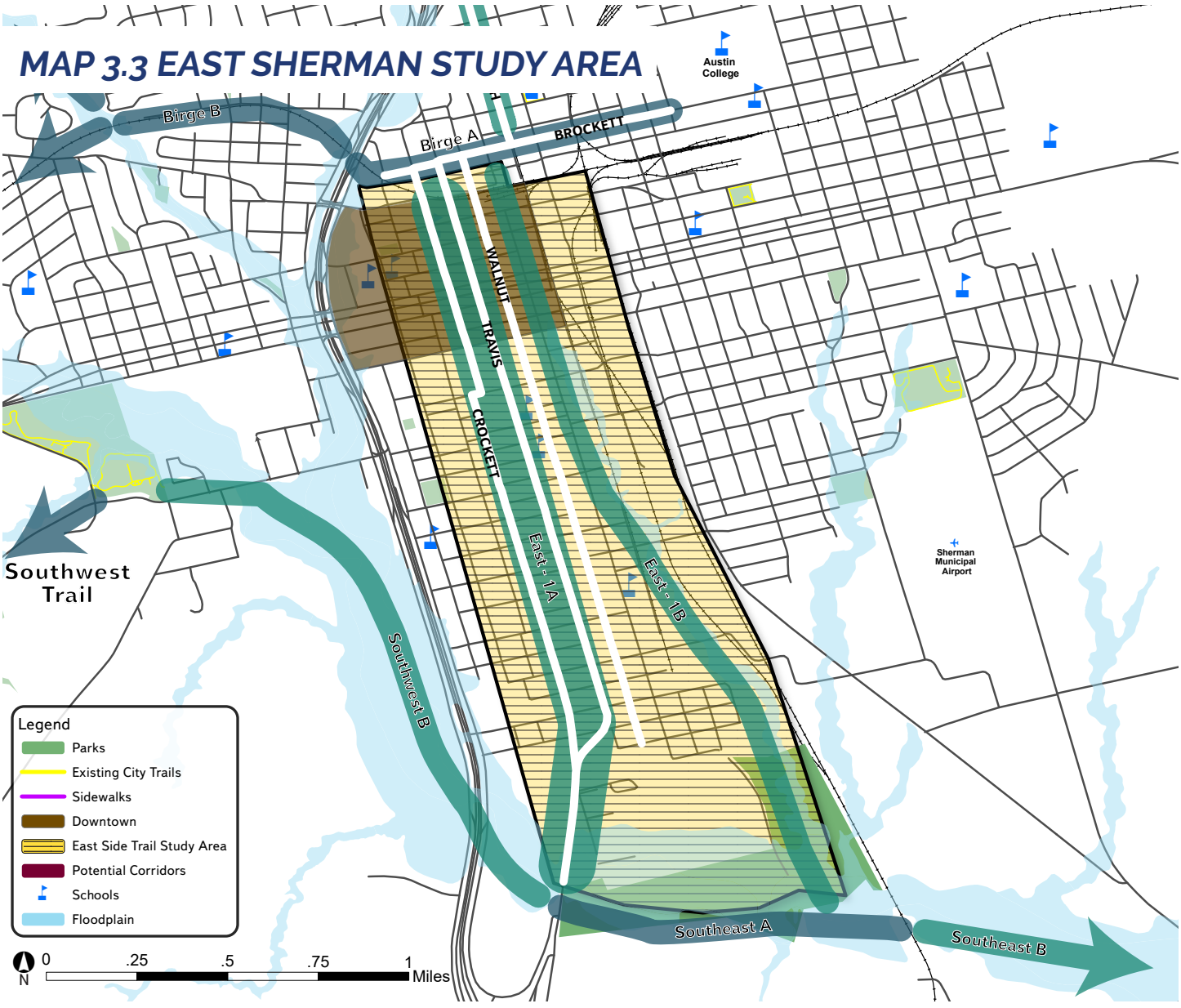


EAST SHERMAN STUDY AREA

Trail development in East Sherman is more difficult because this section of the city is built out. Alignments in other parts of Sherman were chosen due to available right-of-way through abandoned railroad, floodplain, or utility corridor. In the Study Area there are very few corridors which could easily be acquired, which means the trail alignment will likely occur through street redevelopment. To allow for flexibility, this plan has identified an East Sherman Study Area which highlights a few options for trail alignments and calls for further study.

There are a multitude of ways to connect downtown with Post Oak Creek, both of which were identified through public engagement as important destinations. The first option is for on-street bike lanes and sidewalks connecting downtown and Post Oak Creek. South Crockett Street, South Travis Street, and South Walnut Street have fairly built out sidewalks, though many are aging and need improvements. Depending on how the downtown develops, how trails or future parks near Post Oak Creek develop, and planned street improvements any one of these streets in the study area could become excellent candidates for a trail segment.

The second option is for a combination of on-street bike lanes/sidewalks and greenway trails. Branch Street, which connects to the Katy Trail, merges with floodplain and some potentially underutilized railroads in the south portion of East Sherman. Depending on railroad usage and the City's ability to capitalize on the floodplain and city-owned property this could become an excellent candidate for a trail segment.



EAST TRAIL - OPTION 1

DESCRIPTION

East Trail - Option 1 bisects downtown Sherman. This segment runs from Post Oak Creek to W. Brockett St. Option 1 demonstrates a possible sidewalk and bike lane connection from downtown to Post Oak Creek and the future park. Since the east side of the city is built out, this option explores using Crockett St., Travis St., or Walnut St. to build on-street urban trails.

MATERIAL/WIDTH PREFERENCE

6' wide protected bike lane and 6' wide concrete sidewalk

APPROXIMATE LENGTH

Planned: 2.2 miles

KEY DESTINATIONS/CONNECTIONS

Connects downtown Sherman to south portion of the trail system and to Post Oak Creek and the future park.

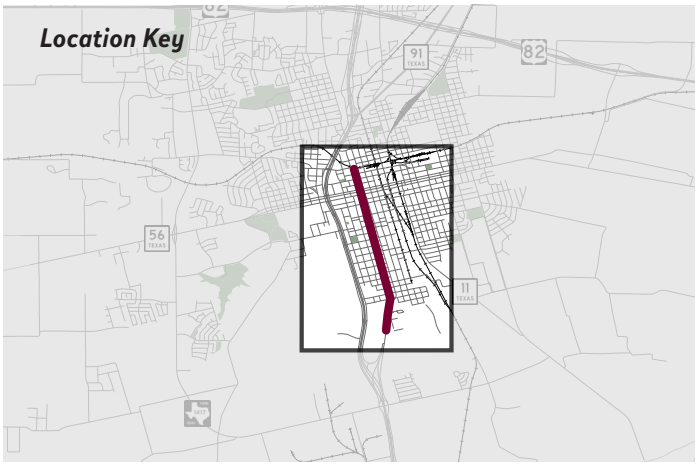
ISSUES

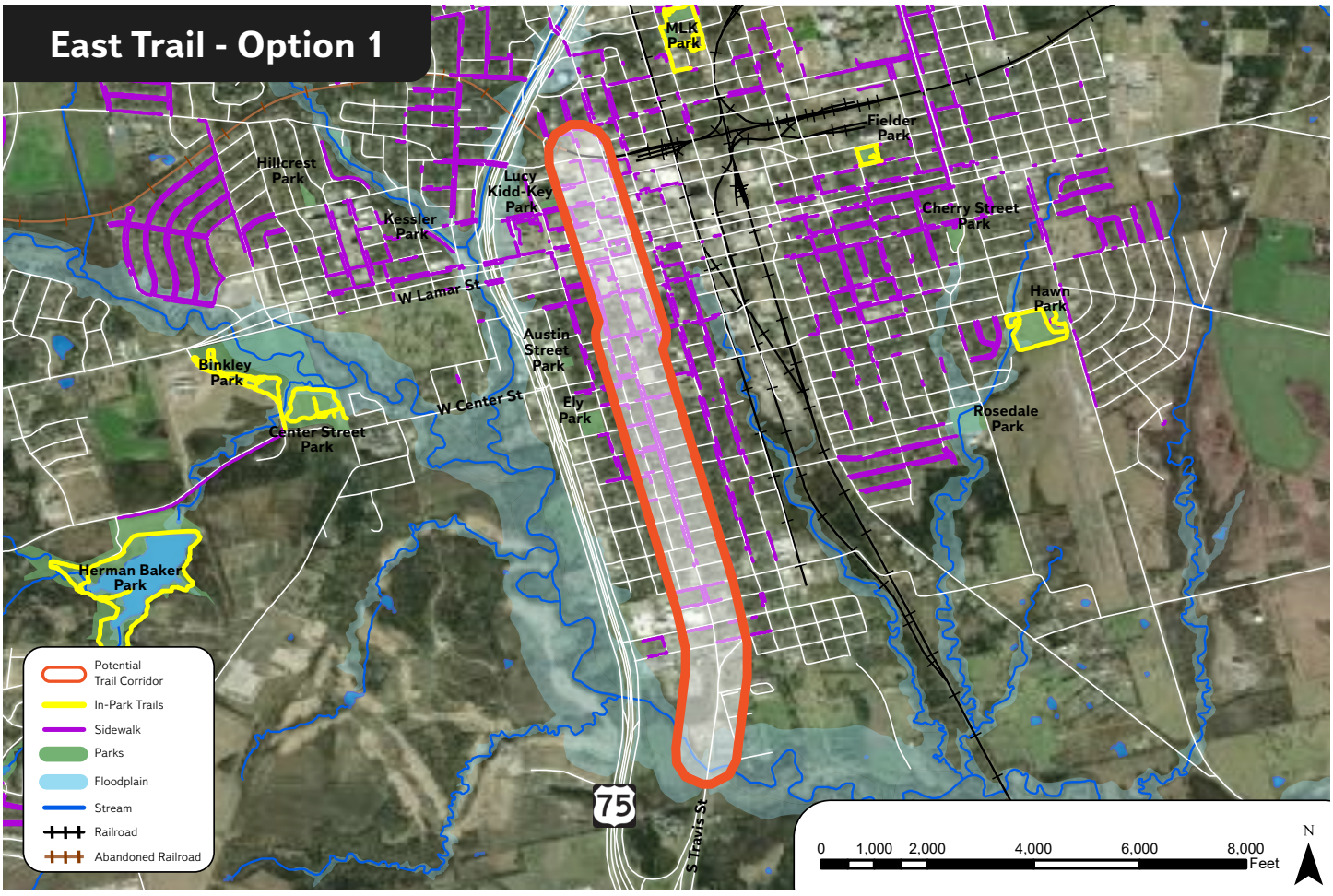
Significant sidewalk improvements needed due to aging and deteriorated existing sidewalks.

A portion of trail on southern end is not in the city limits.

OPPORTUNITIES

Increase walkability in East Sherman and create safe routes to schools.





EAST TRAIL - OPTION 2

DESCRIPTION

East Trail - Option 2 runs north and south from East Brockett Street to Post Oak Street along Branch Street, sections of abandoned railroad, and the floodplain. Option 2 demonstrates a potentially more natural trail route than Option 1.

MATERIAL/WIDTH PREFERENCE

6' wide protected bike lane and 6' wide concrete sidewalk

APPROXIMATE LENGTH

Planned: 2.5 miles

KEY DESTINATIONS/CONNECTIONS

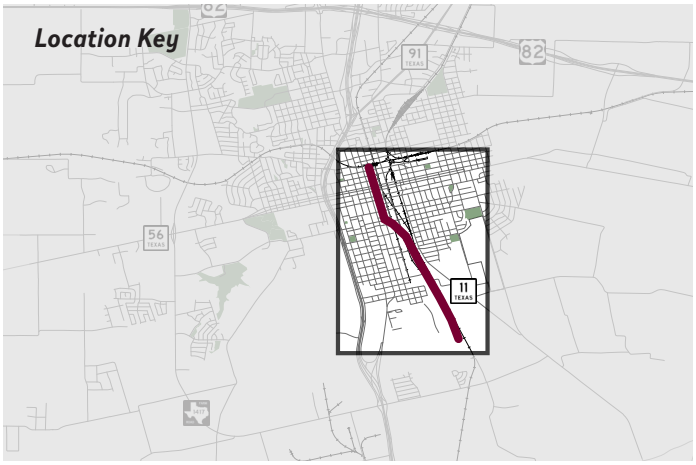
Connects downtown Sherman to south portion of the trail system and to Post Oak Creek and the future park.

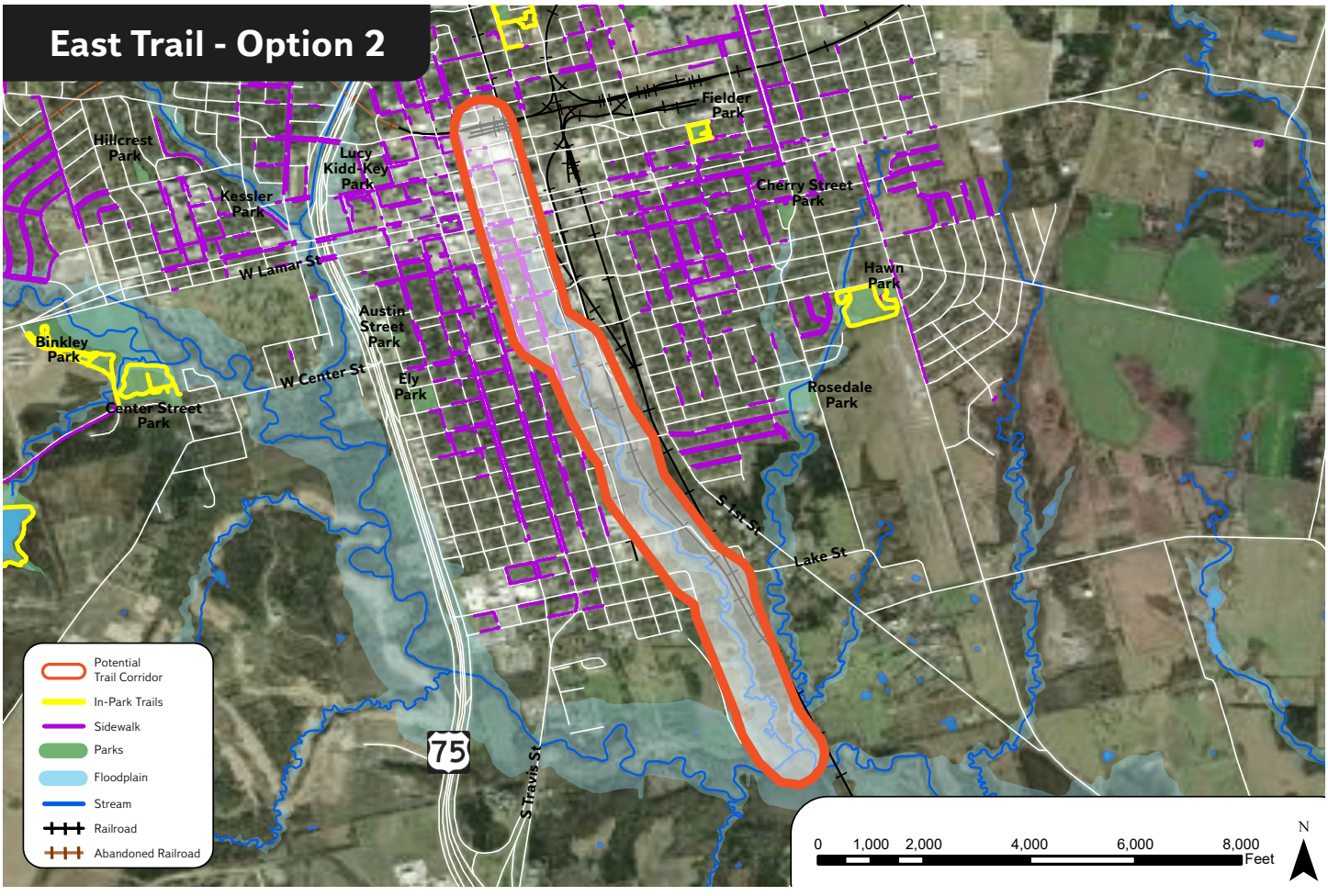
ISSUES

Branch Street intersects the rail yard, the final alignment may need to use Walnut St or East St to move around the active rail yard. Utility poles, driveways, and intersections along the right-of-way. Land ownership could create issues since the floodplain runs close to residential backyards. A portion of trail on the southern end is not in the city limits.

OPPORTUNITIES

Increase connectivity from downtown Sherman to the south side of the City. Increase walkability in east Sherman and create safe routes to schools.





SOUTHWEST TRAIL - B

DESCRIPTION

Southwest Trail segment B is located on the southwest side of Sherman along Post Oak Creek. This segment runs from Travis Street to Center Street Park. This entire trail segment is located within the floodplain.

MATERIAL/WIDTH PREFERENCE

10' wide hard surface trail

APPROXIMATE LENGTH

Planned: 1.9 miles

KEY DESTINATIONS/CONNECTIONS

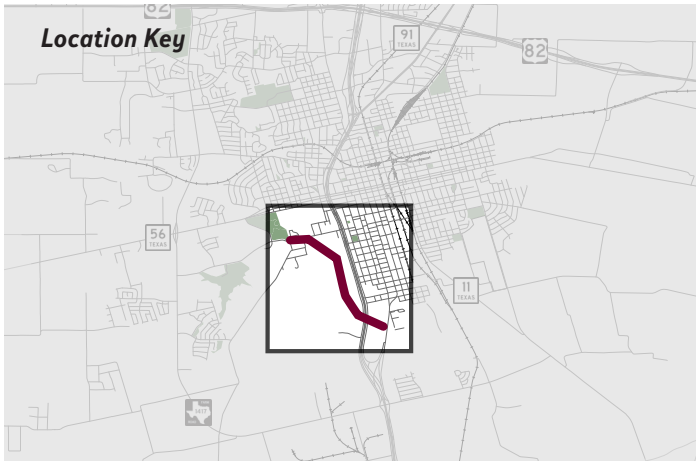
This segment of trail is a key connection since it bisects US-75.

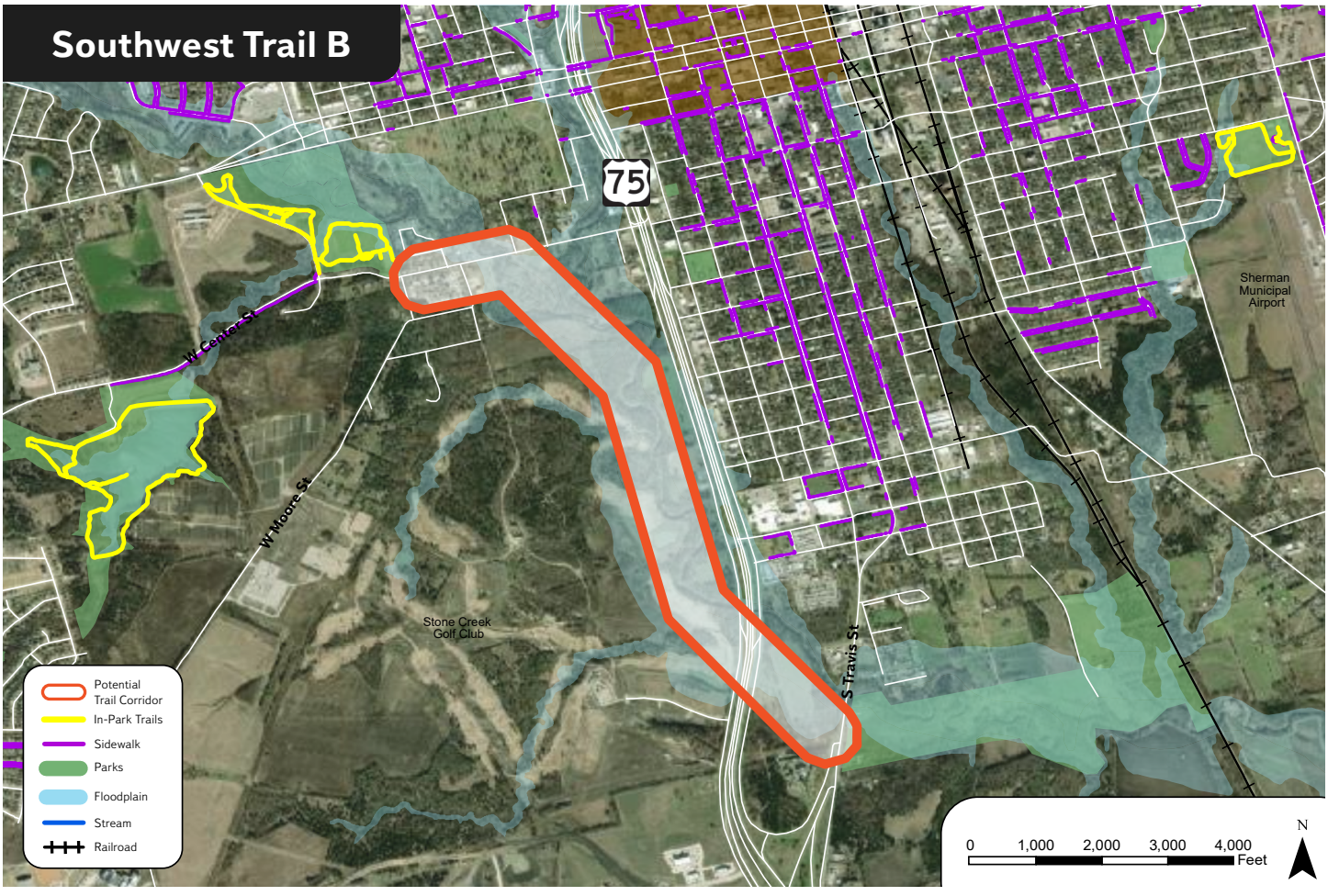
ISSUES

A connection under US-75 will be required in the middle of this segment. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored.

OPPORTUNITIES

Provide a safe connection for pedestrians and bicyclists from the east to the west sides of the City. Post Oak Creek is a popular tourist destination due to the presence of fossils in the creek. This trail could serve to bring in more tourists and potentially help the City create a park.





KATY TRAIL

DESCRIPTION

The Katy Trail located on the north side of Sherman along the abandoned Katy railroad. This segment runs from downtown towards Denison.

MATERIAL/WIDTH PREFERENCE

12’ wide hard surface trail

APPROXIMATE LENGTH

Planned: 4.7 miles

KEY DESTINATIONS/CONNECTIONS

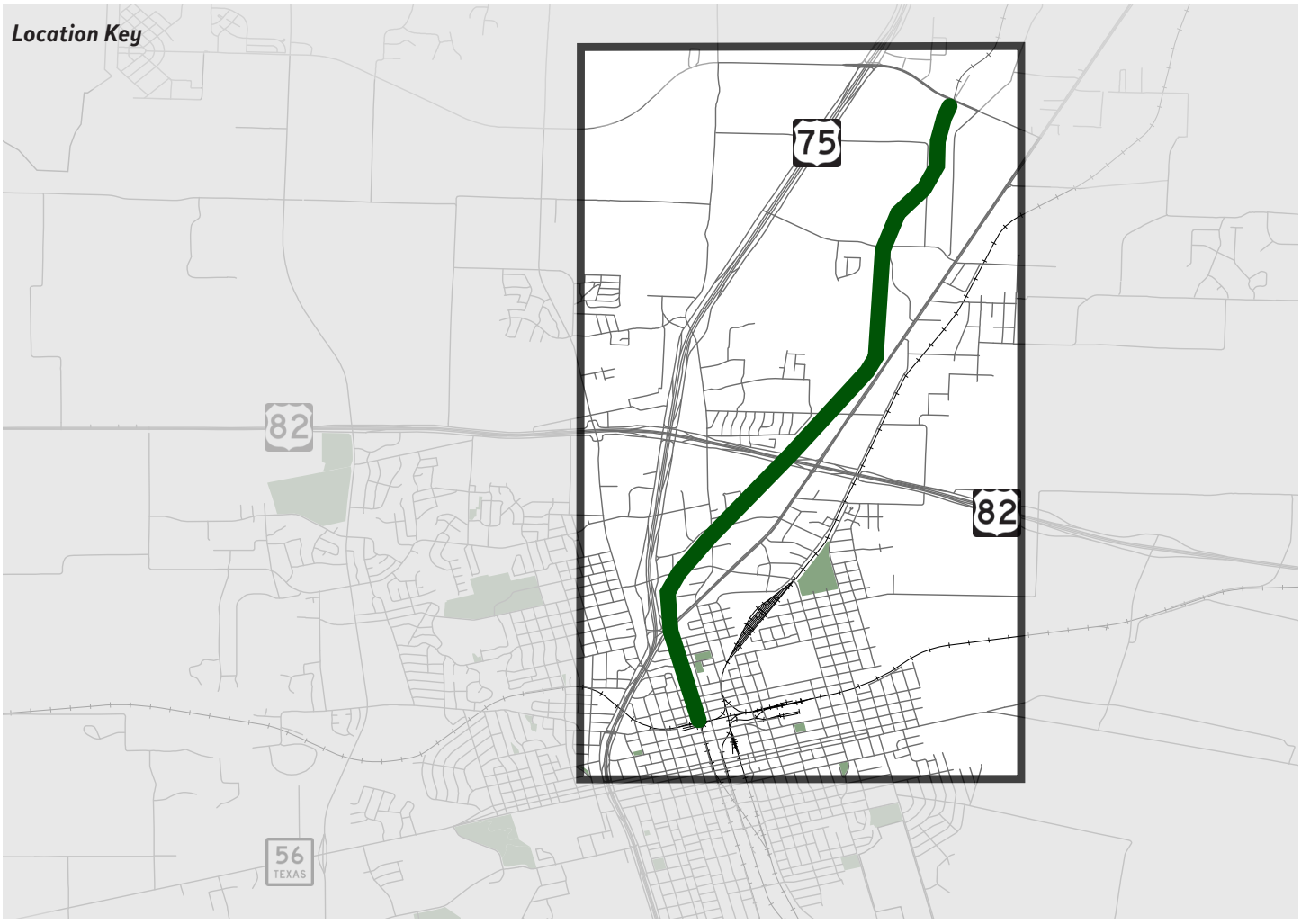
Part of the regional Katy Trail, which connects Denison to Dallas. Both Dallas and Denison have started building segments on their end. This could serve as a major regional trail in the future.

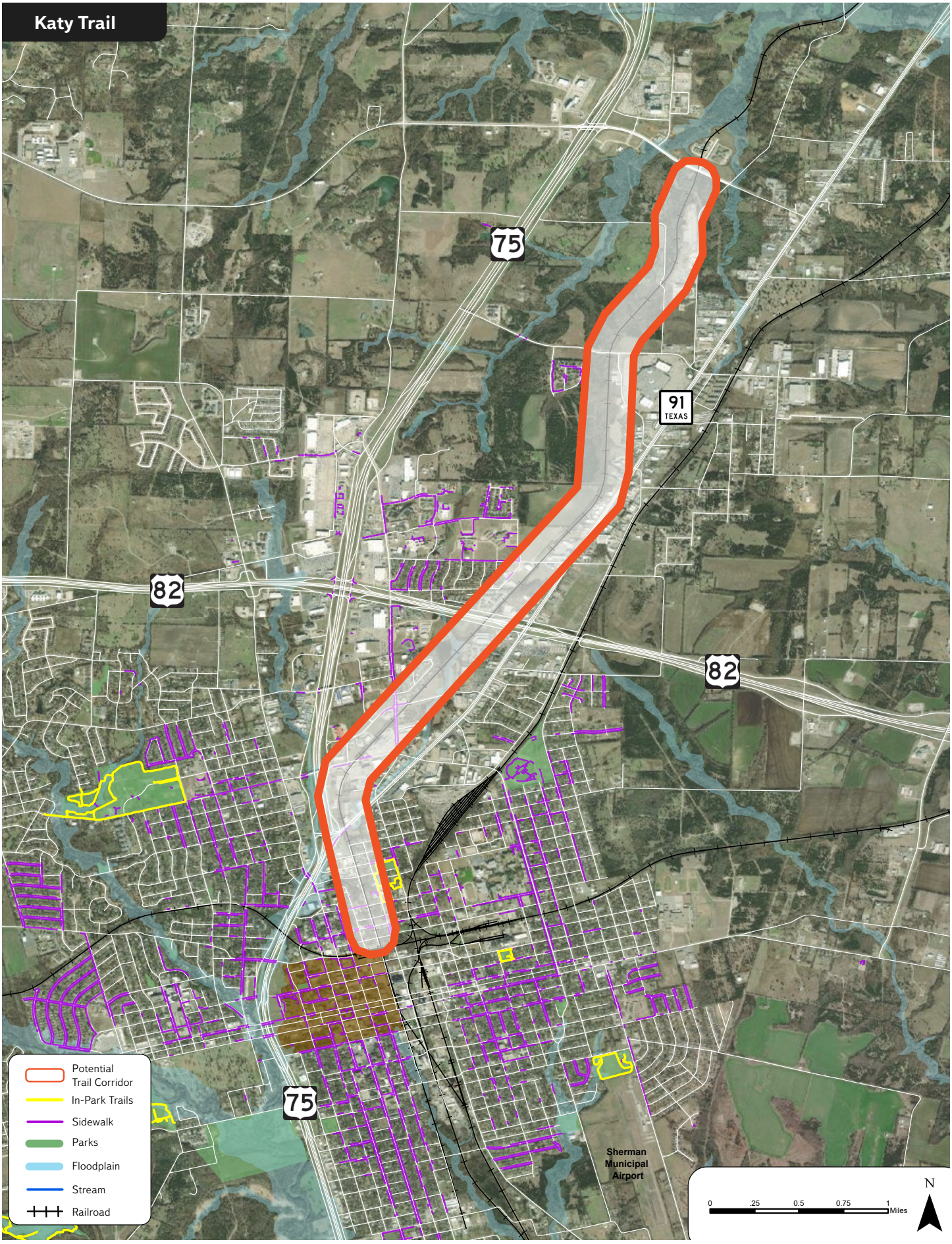
ISSUES

The trail will need to run along and through existing parking lots. Private ownership of abandoned railroad could create connectivity issues. Significant trail crossings will be needed at Texoma Parkway and at US-82. This alignment will need closer study due to it’s length.

OPPORTUNITIES

Increase connectivity from the north side of the city to downtown and connect to the future Katy Trail. An existing rail bridge could potentially serve as a pedestrian connection across Texoma Parkway.




Katy Trail
75
91
TEXAS
82
82
75
Potential Trail Corridor
In-Park Trails
Sidewalk
Parks
Floodplain
Stream
Railroad
Sherman Municipal Airport
N
0
.25
0.5
0.75
1
Miles

SOUTHEAST TRAIL - B

DESCRIPTION

Segment 3G runs along Post Oak Creek on the southeast side of Sherman outside of the city limits. This segment runs east and west from a railroad line to the southeast side of Sherman.

MATERIAL/WIDTH PREFERENCE

10’ wide soft surface trail

APPROXIMATE LENGTH

Planned: 2.8 miles

KEY DESTINATIONS/CONNECTIONS

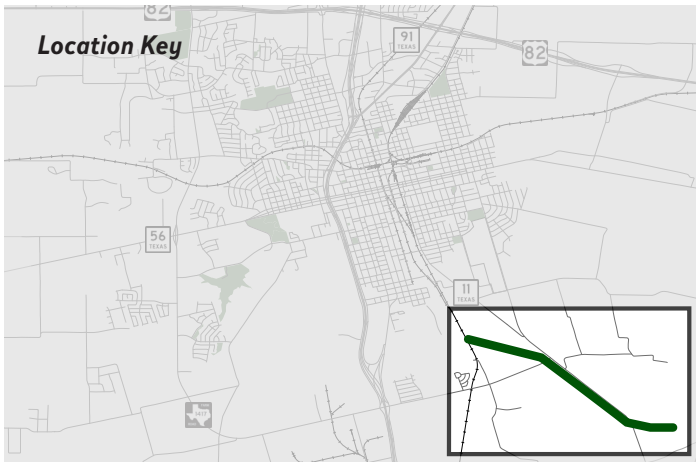
This segment connects Sherman to the area to the southeast and has the potential to become a regional trail connection through the Post Oak Creek watershed.

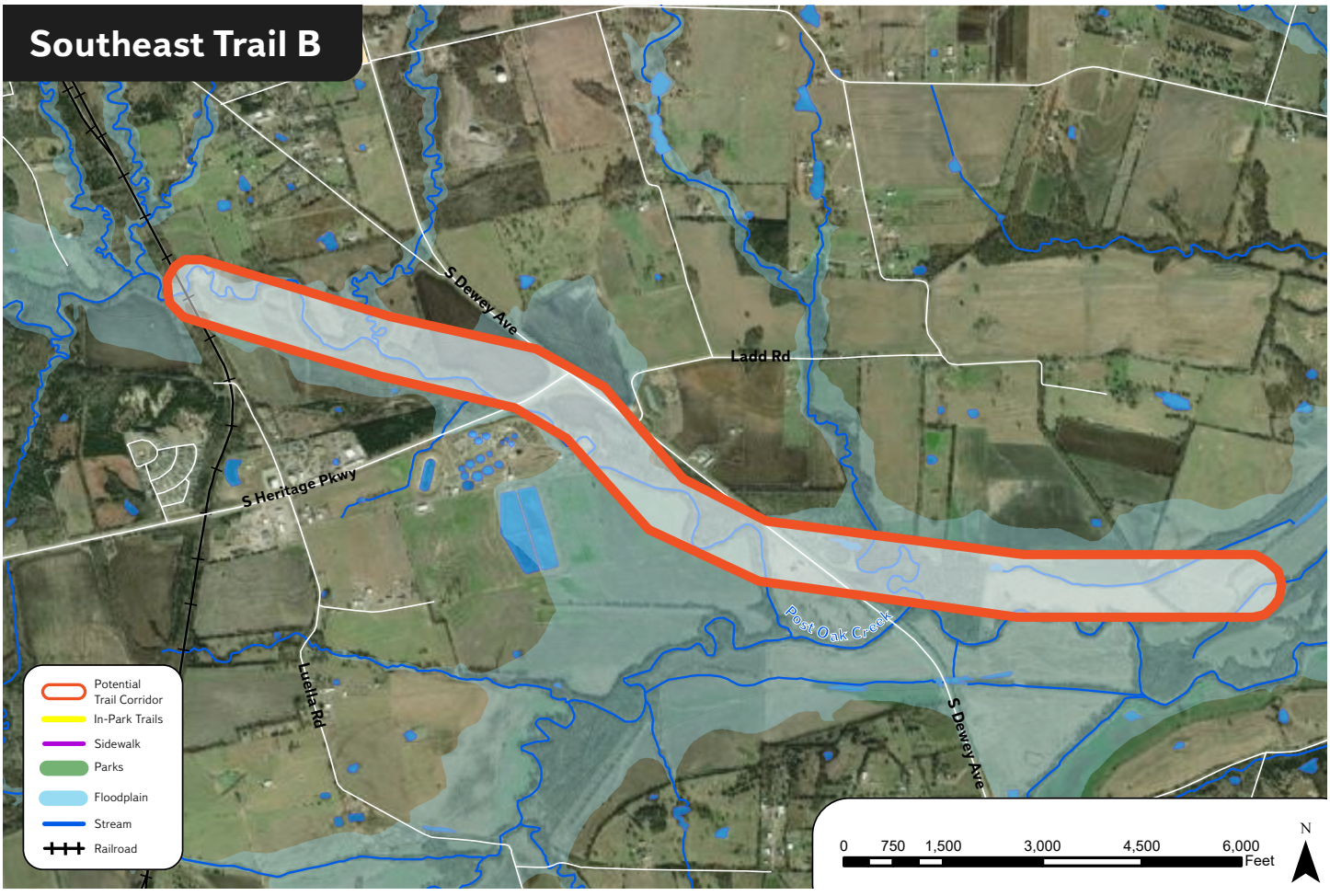
ISSUES

This trail segment is located in a floodplain. Any trail alignments suggested to be in the floodplain will require additional study for feasibility. If determined to be unfeasible, alternative routes along roadways should be explored. A trail crossing will need to be added crossing South Dewey Avenue. This entire segment is outside the city limits.

OPPORTUNITIES

In the future this alignment could represent an opportunity for greater regional trail connections towards the Dallas-Fort Worth Metroplex. This segment has the opportunity to provide users with a pleasant walk, bike ride or run through a natural corridor.





PART 4
IMPLEMENTATION

Sherman
CLASSIC TOWN. BROAD HORIZON.

IMPLEMENTING THE TRAILS VISION

The Implementation chapter for the City of Sherman Trails Master Plan provides a set of tools for advancing the vision of a comprehensive trail network. **Part 3, *Trails Network*** provides a prioritized list that will achieve the vision and guiding principles introduced in **Part 1, *Introduction***. Trail system development will require a commitment by the City to invest in trail construction within corridors that it controls, new corridors in which to acquire trail access, and the requirement of trail corridor preservation, dedication, and development as part of the private land development process. Decisions for prioritizing certain trail types and segments should be made with these considerations:

- Proximity to schools and public places;
- Density of residential and/or employment;
- Available land, easements, floodplains, and other green spaces;
- Connections to other trails, pedestrian networks, or transit.

TRAIL DEDICATION AND DEVELOPMENT PROVISIONS

Since Sherman currently does not have any trails that exist outside of city-owned parks, trail dedication and right-of-way acquisition will be paramount to this Plan's success. Before any trail development can begin the City must acquire the right-of-way or easements for the trails. To minimize costs, the City should incrementally pursue pieces of the network as feasible, focusing on the high-priority, high-value trails first. The incremental development and improvement of the Sherman trails system will create demand for trails, parks, and other community amenities and services. The following lists basic standards that can be incorporated into a community's land development regulations to ensure that future trail dedication and construction efforts are shared by private developers.

- When a development is adjacent to a trail on the Trails Master Plan, the developer could be required to dedicate the easement or linear property that is equivalent to the linear feet of their property adjacency.
- In addition to dedication, the developer could be required to construct the trail or pay a fee-in-lieu. The construction or fee-in-lieu should be equivalent to the linear feet of their property adjacency.
- Trail construction by developers should be preferred over fee-in-lieu.
- Trail construction by developers should follow an adopted City construction standard.

TABLE 4.1 DEVELOPMENT CONSIDERATIONS

PROVISION	NOTES
SCOPE. Reservation and/or dedication of trail corridors. Construction of trail and trail facilities.	Ordinance should define the type of trail(s) which may be required as part of the development process. Must clarify conditions under which trail construction is required versus corridor reservation and/or future easement dedication.
APPLICABILITY. References to appropriate guiding documents.	All applicable long-range planning documents and maps should be referenced. Disclaimer language should clarify that corridor alignments in long-range planning documents are conceptual and may vary based on conditions.
DIMENSIONAL STANDARDS. Spatial requirements including width, alignment, and location.	Easement and trailway location and widths. Pathway in relation to not on-site features and connectivity to adjacent property. Bike/pedestrian connectivity requirements for new development that will abut a future or existing trail.
DEVELOPMENT STANDARDS. Design and construction requirements for the trail and all supporting amenities.	For all items to be dedicated including trail corridor, trailway surface, crossings, signage, lighting and other amenities. Ordinance provisions should be supported by design guidelines and standard details.
DEDICATION. Acceptance of final amenities or fees-in-lieu of construction.	Final inspection, covenants and plat notations before acceptance of trail or trail connections. Provisions to allow the City to accept fees-in-lieu of trail construction.

HOW A TRAIL BECOMES A TRAIL

PRELIMINARY ENGINEERING REPORT (PER)

Generally, once a funding source for trail development is identified and funds are appropriated, a Preliminary Engineering Report (PER) process is started. This PER process evaluates all the constraints of the corridor including: topography, drainage, various soil types, tree canopy, wildlife habitat, floodplain, surrounding land uses, location of utilities, cultural assessments, critical environmental features, endangered species, property ownership, as well as several other elements. The entire length of the corridor will be reviewed by City staff to ensure that all current plans, policies, and standards are considered before the full design process begins.

PER AND PUBLIC INPUT

Upon initiation of the PER process, the public, residents and area stakeholders should be engaged at a public open house or other suitable method to get feedback about the corridor, voice any concerns, identify specific goals/ outcomes of the project, and help identify potential access points. Additional public meetings could be held as necessary. The preferred alignment, or a no-build option if appropriate, for the trail would then be developed based on the identified constraints, opportunities, and public input. Design of trails should be reviewed and approved by the Parks and Recreation Department and/or other departments as deemed necessary.

CONSTRUCTION

The trail would then go into the process of design and developing construction documents, project permitting, followed by a bidding stage for construction, and once a contractor is selected, construction of the trail would begin.

The City reserves the right to not build trails in certain instances. A no-build option should exist when there are environmental constraints that cannot be avoided, when an alternate route that provides an equal level of service is provided, there is a lack of neighborhood or stakeholder support, or there is a lack of available funding.

Due to the high cost of design, construction, and maintenance of trails, the City of Sherman should prioritize those trails that have existing community support, are cost effective, and serve the most potential users. Finally, the City should continue to add to the annually updated Capital Improvement Project (CIP) list to reflect the highest priority projects for each fiscal year.

IMPLEMENTATION OF A TRAIL IS BASED ON:







PUBLIC FUNDING OPPORTUNITIES

There are a number of funding strategies that can be utilized for the realization of action items discussed in this Plan. This section outlines typical city-generated funding and funding at the city, county, state, and federal levels.

CITY

General Fund Expenditure. Primarily used for improvements or repairs to existing facilities. Typical general fund expenditures are for smaller repair and replacement efforts.

Bond Fund. Primarily targeted for new facilities.

Utility Partnerships. Can be established for trails within utility easements. This partnership typically does not involve monetary contributions. Rather, it includes use agreements for easements held by utility companies.

Business Improvement District Funds. Business improvement districts are a type of public-private partnership that leverage public and private funds to increase the attractiveness of defined geographic areas to existing and potential customers. These entities often see value in making streetscape improvements that make walking and biking in the area safer and more comfortable.

LOCAL AND REGIONAL

Grayson County MPO Funding. MPO funding may be particularly helpful in projects that need further studies. MPO funding is available for all stages of the project from planning, design, and construction.

Private Foundations. Private foundations such as Downtown Sherman NOW can assist in funding, specifically around projects that have economic development impacts in the downtown Sherman area.

Education Partnerships. Partnerships with local schools and colleges can be formed to assist with planning and development of segments of trail that have benefits for people moving to, from, and around school grounds. These partnerships can also be made in the trail maintenance stage of the project as well.

STATE

Recreational Trail Grants. Funds can be utilized on both motorized and non-motorized recreation trail projects, such as the construction of new recreational trails, improvements to existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors. The grants can be up to 80% of project cost with a maximum of $300, 000 for non-motorized trail grants and $600,000 for motorized trail grants.

Outdoor Recreation Grants. These grants provide 50% matching grant funds to cities, counties, Municipal Utility Districts (MUDs), and other special districts to acquire and develop park land or to renovate existing public recreation areas. There is one funding cycle per year, with a maximum grant amount of $750,000 for populations under 500,000. Projects must be completed within three years of approval.

Community Outdoor Outreach Program (COOP) Grants. COOP Grants provided funding to local governments and non-profit organizations for programming that introduces underserved populations to environmental and conservation programs as well as TPWD mission-oriented outdoor activities. This is only for programs, not land acquisition or construction.

Transportation Alternatives (TA) Set-Aside Program. TA funds are administered through both TxDOT and local MPOs, depending on project location, and will provide funding for pedestrian- and bike-oriented infrastructure that facilitates walking and biking for short trips. Projects should have ROW and easements settled, be able to advance to construction within 3 years, and show connections to multiple locations.

FEDERAL

RAISE Transportation Discretionary Grant Program. Short for "Rebuilding American Infrastructure with Sustainability and Equity," BUILD grants focus primarily on projects that provide significant economic benefits while also improving safe transportation options. Funding can be used for, but is not limited to, bicycle lanes, crosswalks, lighting, and bridges. It is important to note that many bicycle and pedestrian projects will only be competitive under this program if they are part of a larger project with proven economic equity, and safety benefits at a regional level. Coordination with MPO and state stakeholders is recommended.

Surface Transportation Block Grant Program (STBG). Funds are eligible for bicycle and pedestrian improvement projects. Federal funds are sub-allocated to the local level based on population and TxDOT then prioritizes projects and administers STBG funds.

Congestion Mitigation and Air Quality Improvement Program (CMAQ). Funds apportioned to the state from the Federal Highway Administration (FHWA) and intended for projects that improve air quality and reduce congestion. CMAQ funds may be used on projects related to pedestrian and bicycle infrastructure such as bicycle lanes, sidewalks, shared use paths, and signage. In Texas, CMAQ funds are included within TxDOT's Category 5 funding.

Federal Transit Administration (FTA). Funds are provided for bicycle and pedestrian investment as they relate to transit and may be used to fund improvements such as bicycle lanes, bicycle parking, sidewalks, and lighting, among others. To qualify for FTA funds, projects must provide or improve access to existing or planned transit facilities such as stops and stations. Multiple FTA grant programs exist that are able to assist with funding bicycle and pedestrian infrastructure.

Reconnecting Communities. The US DOT has created a new program that supports pedestrian and other transportation related infrastructure for large, impactful projects that reconnect communities that have been divided by transportation corridors. Equity, supportive stakeholders, and safety are key considerations.

Community Development Block Grants (CDBG). This program provides money for streetscape revitalization, which may be largely comprised of pedestrian improvements. Federal CDBG grantees may use the funds for real property, public facility improvements, and planning. Trails Master Plan projects that enhance accessibility are a good fit for this funding source. CDBG funds could also be used to write an ADA Transition Plan for the city or support design and construction of projects. These funds are administered through the Texas Department of Agriculture and MPOs, and must benefit low to moderate income households.

Rivers, Trails, and Conservation Assistance Program (RTCA). This National Parks Service (NPS) program provides technical assistance via direct NPS staff involvement to establish and restore greenways, rivers, trails, watersheds, and open space. The RTCA program provides only for planning assistance , not for implementation. Projects are prioritized for assistance based on criteria including conserving significant community resources, fostering cooperation between agencies, serving a large number of users, encouraging public involvement in planning and implementation, and focusing on lasting accomplishments. This program may benefit trail development throughout the region indirectly through technical assistance, particularly for community organizations, but should not be considered a future capital funding source.

The landscape of federal funding opportunities for bicycle and pedestrian programs and projects is always changing. A number of federal agencies, including the Bureau of Land Management, the Department of Health and Human Services, the Department of Energy, and the Environmental Protection Agency have offered grant programs amenable to bicycle and pedestrian planning and implementation, and may do so again in the future. For up-to-date information about grant programs through all federal agencies, see http://www.grants.gov/.

HOW WILL THIS PLAN BE USED?

The Trails Master Plan will be used as an infrastructure planning guide for new developments and capital improvement projects in the coming years. As stated previously, trails systems do not form overnight, but rather are a collaborative effort that is constructed one link at a time and may seem disjointed as it builds out. However, much like a street system that is connected and integrated over time, implementation of the trails system will take patience, persistence, flexibility, and acceptance of imperfection as it grows.

The success of this Plan begins with the application of the Trails Master Plan as an integral component of the City's long range infrastructure plans and regulations. Trails function not only as a recreational and open space benefit, but also important transportation infrastructure, as important as streets and utilities. To achieve ultimate success in its trail goals, the City should amend its development code to require trails as part of the subdivision process. This would not necessarily shift the full burden of trail construction to the development community, but would first ensure that trail routes, rights-of-ways, and/or easements are provided during land development. Cost of construction, up-sizing, and timing can be discussed as to the appropriate proportional cost of the individual project relative to the community benefit.

City street design standards that reflect thoroughfare connectors should be updated consistent with the recommendations of this Plan. Having these standards in place allow the City to ensure consistency and connectivity in each of these circumstances. The City needs flexibility to determine which trails are priority projects during the life of this Plan and beyond. Funding should be made available, either through a dedicated parks and/or trails fund, reinvestment zone funds, or other sources, in order to acquire and extend trails. A future bond geared towards trail and trail amenities should be strongly considered.

Conclusion

The Trails Master Plan is not a static plan but is meant to be evaluated, adjusted and changed as needed. Each individual alignment is indicative of desired linkages; exact placement will be determined in the field based on conditions and other factors. The citizens of Sherman have expressed interest and support for the implementation of a well-connected and safe trails network, and honoring this interest underscores the importance of regular implementation reviews. This may include ongoing progress reports of number of miles of trails built, total costs associated with the projects, sources of financing, and number of trail or on-street connections made.

Trails are a key component to city connectivity, efficient transportation systems, and improved quality of life. As the first of its kind for the City of Sherman, this Plan helps guide City leaders and staff to develop and enhance safe and adequate infrastructure for walking and bicycling in Sherman. The Plan was developed through community engagement and that input helps strengthen the resolve to see the Plan through. As the city grows, and infrastructure demands with it, this Plan will help ensure Sherman remains a great place to live not just today, but for the Sherman of tomorrow.

PUBLIC REVIEW DRAFT 09.06.22

Sherman

CLASSIC TOWN. BROAD HORIZON.

HALFF

Halff Associates, INC. 13620 Briarwick Drive, Suite 100 Austin, TX 78729

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 10/17/2022

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6967

Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 213 North Travis Street

Issue:

An agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 213 North Travis Street (The Modern Building)

Background:

The City Council has allocated $50,000 of the General Fund revenues for the 2022-2023 fiscal year for a Building Restoration and Improvement Grant Program designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of $25,000 per project.

This application is the first received in fiscal year 2023. The project is to restore the historic structure established in approximately 1954 and located at 213 North Travis Street in Downtown Sherman. The project will restore and renovate the interior and exterior of the 8,625 square foot structure. The expected qualified costs for the proposed renovation work are approximately $224,500. The project qualifies for the maximum matching grant of $25,000.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

A full grant approval of $25,000 would leave $25,000 for the remainder of the fiscal year.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to David Downtain, d/b/a RP Sherman Properties II, LLC, in the amount of $25,000.

Alternatives:

As directed by Council

Attachments

Resolution No. 6967
Application
Photo

RESOLUTION NO. 6967

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 213 NORTH TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for improvements to 213 North Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, 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 17th day of October, 2022.

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY

File #_____

Assessment Role Number _____ Assessed Property Value _____

Property Address_____

Date Application Received _____ Date Application Completed _____

CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: RP Sherman Properties II, LLC
   Mailing address: 1200 N. East Street
   City: Sherman State: TX Zip: 75090

2. Applicant's daytime telephone number: Cell # (972) 832-8011
3. Email address: ddowntain@risen Facsimile # (____)
4. S atus of applicant (please check one)

__X_ Property owner with vacant facility
____ Property owner with tenant business
____ Property owner/operator of existing business on property
____ Property tenant with property owner consent

4. Owner of property is a/an (please check one)
____ Individual
__X__ Partnership (attach copy of Partnership Agreement)
____ Corporation/profit (attach copy of Articles of Incorporation)
____ Corporation/nonprofit (attach list of officers and directors)
____ Trust (attach copy of Trust Agreement)
____ Other

5. Length of ownership: ____5.5____
   Date purchased: _____2/07/2017___

II. Property Information

1. Address of property to be improved:
213 N. Travis Street

2. Legal description of subject property:
SHANNON T J SUPPLEMENT, BLOCK D, LOT N/2 4, ACRES .078

3. Tax Assessor Parcel Number(s):
Property ID 161965 Map ID S034

4. Year built: 1954 Square footage: 8,625

5. Is this a National Register building? Yes___ No_X_ (check one)
Is this a building of known historical significance? Yes_X_ No___ (check one)

6. What are the current types of businesses occupying the building?
None Presently - the future tenant is 903 School of Barbery

7. Name and phone number of tenant(s), if applicable:
(Attach additional names/numbers, if needed)

8. Use of building after construction: Barber School and Future Lofts

9. Number of parking spaces provided: 7 Proposed:_____ Total: 7

10. Current zoning: CBD

11. Is a zoning amendment required? Yes___ No_X_ (check one)

12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description:

The building was originally Sherman Saving and Loan. Its a 3 story steel girder and Block/Brick construction. The building has an outdated elevator and mechanicals. Demolition is complete and ready for renovation. The current phase is to update the building infrastructure - 100% electrical, 100% plumbing and 1st floor HVAC. The 1st floor will be completely renovated for a new business in downtown Sherman. 903 School of Barbery will educate and train approximately 60 students per year.

Phase 2 will include 4 lost apartments upstairs - the residential costs are not part of this request.

☒ **Designs Attached** ☒ **Before Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed? 3

_____Full-time positions _____Part-time positions

3. How many **new positions** will result from this project? 3

_____Full-time positions _____Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:
   d2 Builders, LP 940-289-0200

   Amount: 224,500.00

2. Name/Company and Phone Number of Second Contractor:
   Joe Tully, Pintrail Restoration.com 469-642-9910

   Amount: 267,500.00

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: 225,000.00

5. Estimated completion date for your improvements? 12/2023

V. Historic Significance

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, _____, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), the undersigned, _____, a Notary Public in and for the State of Texas, on this the 9 day of September, 2022.

RF Sherman Properties II, LLC

Applicant by _____

Co-Applicant

Property Owner (if different from Applicant)

_____

Notary Public, State of Texas
My Commission Expires: 9.12.2022

SAVANNAH ALLEN
Notary Public, State of Texas
Comm. Expires 09-12-2022
Notary ID 129955887

VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, RP SHERMAN PROPERTIES II, LLC,
am the owner of the land that is the subject of this Application and, for the purposes of the Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the _____ for the purposes of processing this application.

9/9/22
Date

Signature of Owner(s)

VIII. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies for the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program, including the requirement of a conditional property lien, and hereby authorize _____ (Agent) to act on my/our behalf with respect to the application.

_____ _____

Date Signature of Owner(s)

Note: Information provided in this application will become part of a public record.


TY FINANCE
3-893-9060
FINANCE
eTX.com
OPEN
SHERMAN,TX
CITY FINANCE
PERSONAL LOANS
903-893-9060
© 2022 Google

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 10/17/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6968***

Abandoning One (1) Forty Foot (40') Drainage and Utility Easement and One (1) Ten Foot (10') Sanitary Sewer Easement Located in Lot 1 of Jackson Walker Addition, Instrument No. 2020-133, Plat Records, Grayson County, Texas, and Being More Particularly Described on the Exhibits "A" and "B" Attached Hereto and Made a Part Hereof for all Purposes, which Utility Easements is Established in Volume 8, Page 34 of the Plat Records of Grayson County, Texas

Issue:

To consider the abandonment of one (1) 40' drainage and utility easement and one (1) 10' sanitary sewer easement located within the property lines of Lot 1 of Jackson Walker Addition to the City of Sherman, Texas

Background:

Said easements, which are filed of record in Instrument No. 2020-133 of the Plat Records of Grayson County, Texas, are not being utilized and are no longer deemed necessary. Said abandonment has been approved by franchise utilities. These easements are located at the site of development by Aspire II for their multi-family project in Tax Increment Reinvestment Zone #3, on the north side of Gallagher Drive.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the one (1) 40' drainage and utility easement abandonment and one (1) 10' sanitary sewer easement abandonment

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6968
Utility Easement Release - Lot 1, Jackson Walker Addn
Exhibits A&B as noted in both documents
Jackson Walker Addition Filed Plat
Aerial Location Map

RESOLUTION NO. 6968

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) FORTY FOOT (40') DRAINAGE AND UTILITY EASEMENT AND ONE (1) TEN FOOT (10') SANITARY SEWER EASEMENT LOCATED IN LOT 1 OF JACKSON WALKER ADDITION, INSTRUMENT NO. 2020-133, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH UTILITY EASEMENT IS ESTABLISHED IN VOLUME 8, PAGE 34 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council is of the opinion that the abandoning, vacating and closing of said utility easement as depicted on the attached map is in the public interest and is approved;

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

SECTION 1. That the one (1) forty foot (40') drainage and utility easement and one (1) tent foot (10') sanitary sewer easement located in Lot 2 of Jackson Walker Addition, Instrument No. 2020-133, Plat Records, Grayson County, said easement being established in Volume 8, Page 34 of the Plat Records of Grayson County, Texas, as depicted in Exhibits "A" and " B" attached hereto, be and are hereby extinguished, vacated, closed, and permanently abandoned as an easement for public use.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Release and Abandonment of Easement in the same or substantially same form as the contract document attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the 17th day of October, 2022.

ADOPTED on this the 17th day of October, 2022

EFFECTIVE DATE on this the 17th day of October, 2022.

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"

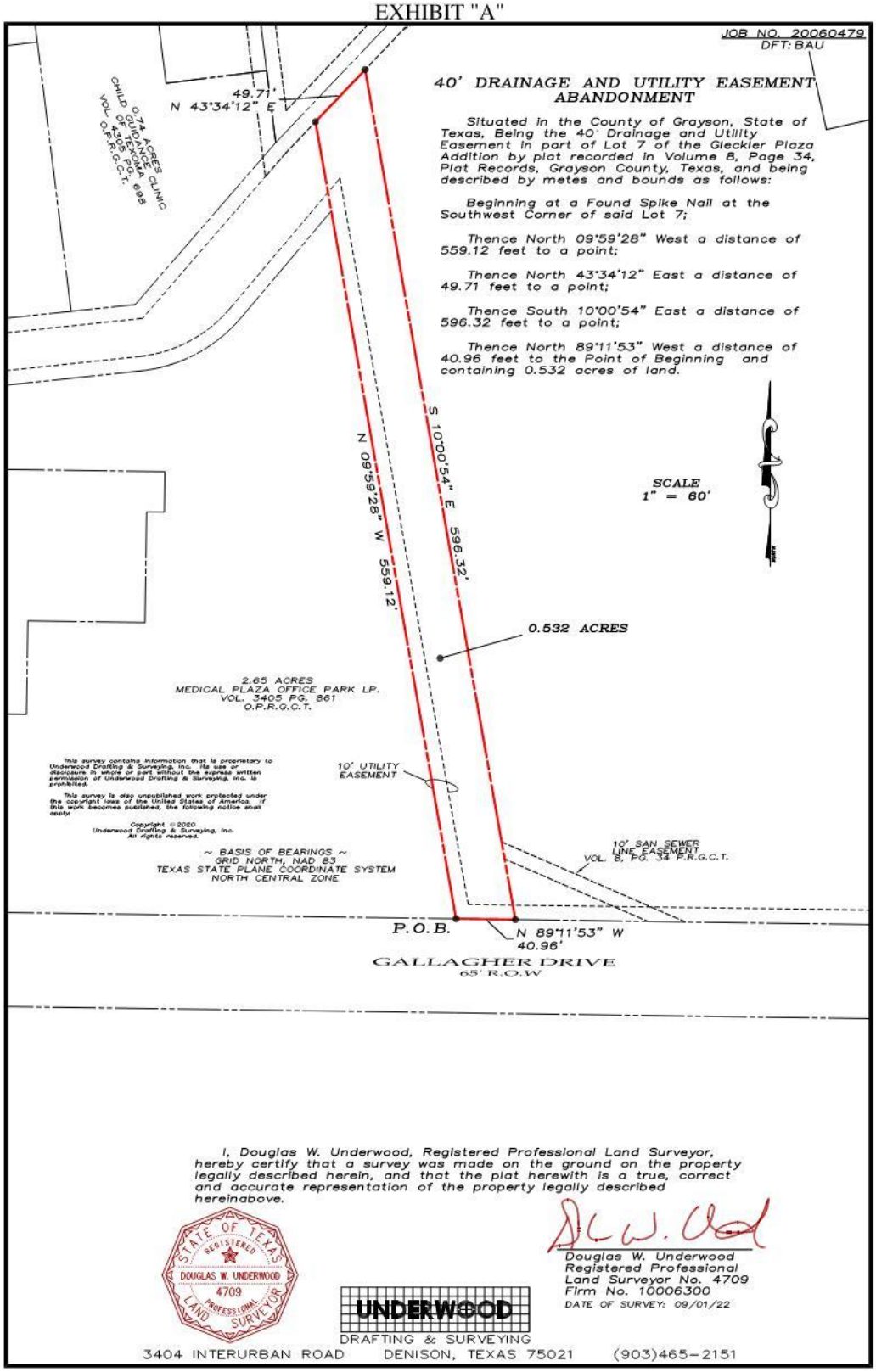

JOB NO. 20060479
DFT: BAU
40' DRAINAGE AND UTILITY EASEMENT ABANDONMENT
Situated in the County of Grayson, State of Texas, Being the 40' Drainage and Utility Easement in part of Lot 7 of the Gleckler Plaza Addition by plat recorded in Volume 8, Page 34, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:
Beginning at a Found Spike Nail at the Southwest Corner of said Lot 7;
Thence North 09°59'28" West a distance of 559.12 feet to a point;
Thence North 43°34'12" East a distance of 49.71 feet to a point;
Thence South 10°00'54" East a distance of 596.32 feet to a point;
Thence North 89°11'53" West a distance of 40.96 feet to the Point of Beginning and containing 0.532 acres of land.
49.71'
N 43°34'12" E
0.74 ACRES
CHILD GUIDANCE CLINIC OF TEXOMA
VOL. 4306 PG. 698
O.P.R.G.C.T.
N 09°59'28" W 559.12'
S 10°00'54" E 596.32'
SCALE
1" = 60'
0.532 ACRES
2.65 ACRES
MEDICAL PLAZA OFFICE PARK LP.
VOL. 3405 PG. 861
O.P.R.G.C.T.
10' UTILITY EASEMENT
10' SAN SEWER LINE EASEMENT
VOL. 8, PG. 34 P.R.G.C.T.
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE
P.O.B.
N 89°11'53" W
40.96'
GALLAGHER DRIVE
65' R.O.W
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 09/01/22
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

EXHIBIT "B"

JOB NO. 20060479
DFT: BAU
SCALE
1" = 30'
10' SANITARY SEWER EASEMENT
ABANDONMENT
Situated in the County of Grayson, State of Texas, Being the 10' Sanitary Sewer Easement in part of Lot 7 of the Gleckler Plaza Addition recorded in Volume 8, Page 34, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:
Commencing at a found Spike Nail being the Southwest corner of said Lot 7;
Thence South 89°11'53" East a distance of 132.51 feet to a point being the True Point of Beginning;
Thence North 66°25'53" West a distance of 107.94 feet to a point;
Thence North 10°00'54" West a distance of 12.00 feet to a point;
Thence South 66°25'53" East a distance of 138.40 feet to a point;
Thence North 89°11'53" West a distance of 25.84 feet to the Point of Beginning and containing 0.028 acres.
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.
Douglas W. Underwood
Registered Professional Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 09/01/2022
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
LICENSED PROFESSIONAL LAND SURVEYOR
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE
GALLAGHER DRIVE
65' R.O.W.
S 89°11'53" E 132.51' P.O.B. L1
P.O.C.
0.028 AC.
1232 SQ. FT.
L2
L3
L4
10.66 AC.
ASPIRE TWO, LLC,
DOC. NO. 2020-23407
O.P.R.G.C.T.
2.65 ACRES
MEDICAL PLAZA LP
3405
VOL. O.P.R.G.C.T.
40' DRAINAGE & UTILITY EASEMENT
VOL. 8, PG. 34 P.R.G.C.T.
LINE TABLE
LINE BEARING DISTANCE
L1 N 89°11'53" W 25.84'
L2 S 66°25'53" E 138.40'
L3 N 10°00'54" W 12.00'
L4 N 66°25'53" W 107.94'
This survey contains information that is proprietary to Underwood Drafting & Surveying Inc. Any unauthorized duplication, disclosure or part without the express written permission of Underwood Drafting & Surveying Inc. is prohibited.
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RELEASE AND ABANDONMENT OF EASEMENT

DATE: _____ day of _____, 2022

PROPERTY:

BEING A 40-FOOT DRAINAGE AND UTILITY EASEMENT AND A 10′ SANITARY SEWER EASEMENT IN LOT 1 of JACKSON WALKER ADDITION TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN INSTRUMENT NO. 2020-133, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENTS ARE RECORDED IN INSTRUMENT NO. 2020-133 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.

WHEREAS, the above described properties are located in Lot 1 of Jackson Walker Addition, Instrument No. 2020-133, being established in Volume 8, Page 34 of the Plat Records of Grayson County, Texas.

WHEREAS, said property contains one (1) 40-foot Drainage and Utility Easement and one (1) 10′ Sanitary Sewer Easement as filed of record in Instrument No. 2020-133, being established in Volume 8, Page 34 of the Plat Records of Grayson County, Texas and being more particularly described on the Exhibits "A" and "B" attached hereto and made a part hereof for all purposes.

WHEREAS, said Easements are not being utilized and the City of Sherman no longer deems said 40-Foot Drainage and Utility Easement and said 10′ Sanitary Sewer Easement as necessary Easements.

WHEREAS, the City of Sherman, Texas, does hereby abandon, relinquish and vacate its interest in and to the easement described above.

THE CITY OF SHERMAN, TEXAS

By: _____

Name: ROBBY HEFTON

Title: City Manager

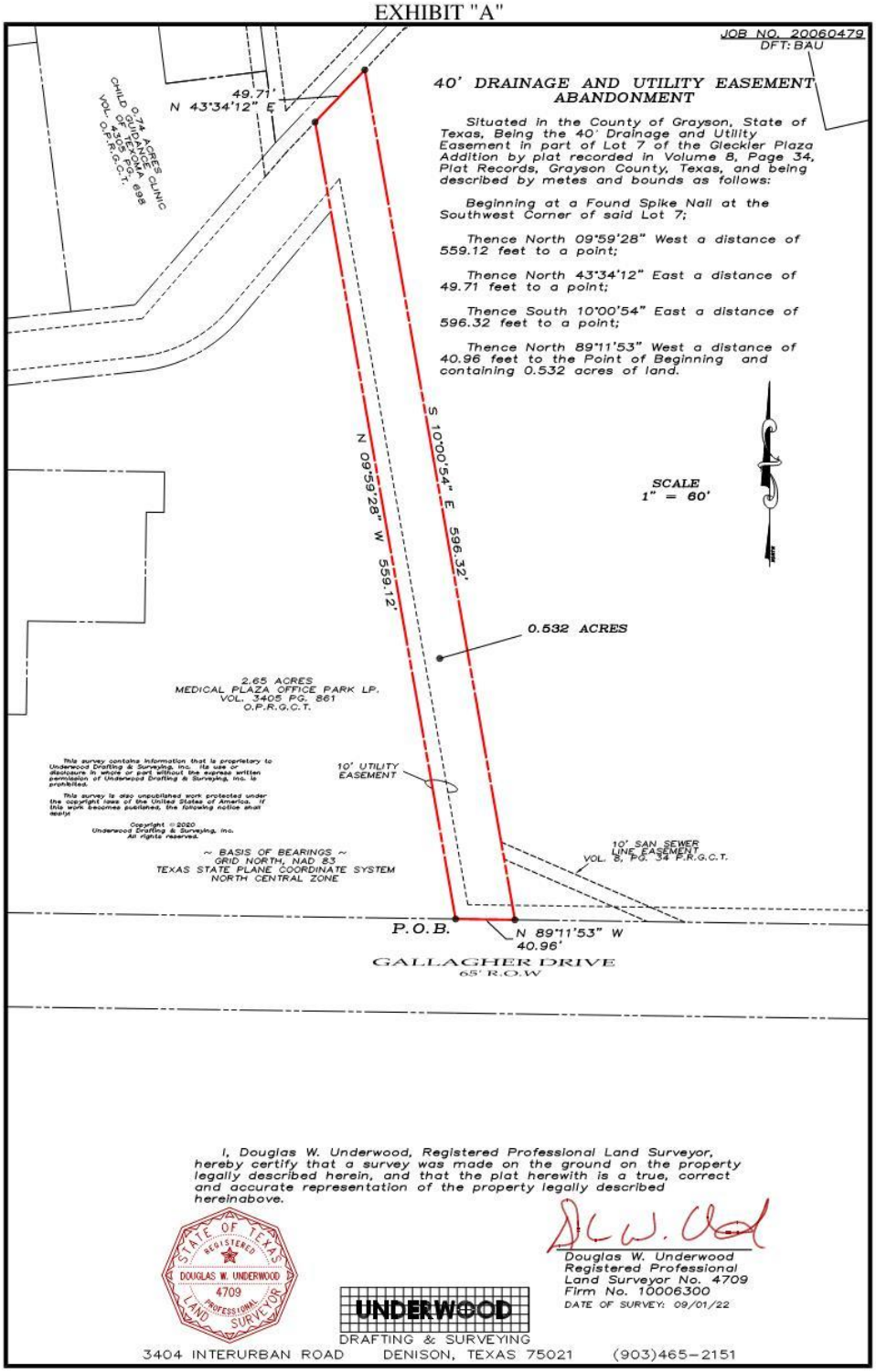
STATE OF TEXAS }
COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of _____, 2022, by

ROBBY HEFTON, as City Manager of THE CITY OF SHERMAN, TEXAS.

_____
Notary Public – State of Texas

EXHIBIT "A"


JOB NO. 20060479
DFT: BAU
40' DRAINAGE AND UTILITY EASEMENT ABANDONMENT
Situated in the County of Grayson, State of Texas, Being the 40' Drainage and Utility Easement in part of Lot 7 of the Gleckler Plaza Addition by plat recorded in Volume 8, Page 34, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:
Beginning at a Found Spike Nail at the Southwest Corner of said Lot 7;
Thence North 09°59'28" West a distance of 559.12 feet to a point;
Thence North 43°34'12" East a distance of 49.71 feet to a point;
Thence South 10°00'54" East a distance of 596.32 feet to a point;
Thence North 89°11'53" West a distance of 40.96 feet to the Point of Beginning and containing 0.532 acres of land.
49.71'
N 43°34'12" E
0.74 ACRES
CHILD GUIDANCE CLINIC
VOL. 3405 PG. 698
O.P.R.G.C.T.
S 10°00'54" E 596.32'
N 09°59'28" W 559.12'
SCALE
1" = 60'
0.532 ACRES
2.65 ACRES
MEDICAL PLAZA OFFICE PARK LP.
VOL. 3405 PG. 861
O.P.R.G.C.T.
10' UTILITY EASEMENT
10' SAN SEWER LINE EASEMENT
VOL. 8, PG. 34 P.R.G.C.T.
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE
P.O.B.
N 89°11'53" W
40.96'
GALLAGHER DRIVE
65' R.O.W
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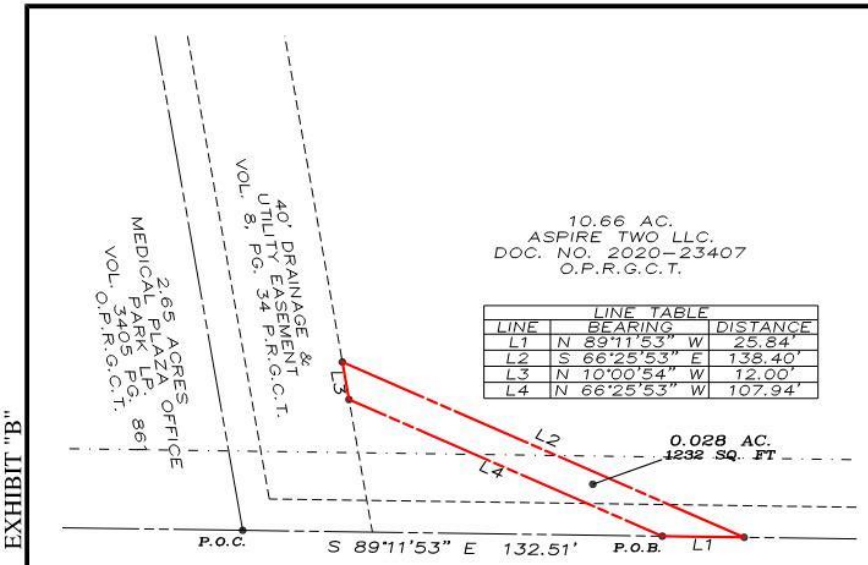
This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:
Copyright © 2020
Underwood Drafting & Surveying, Inc.
All rights reserved.
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 09/01/22
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

EXHIBIT "B"

JOB NO. 20060479
DFT: BAU



SCALE
1" = 30'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°11'53" W	25.84'
L2	S 66°25'53" E	138.40'
L3	N 10°00'54" W	12.00'
L4	N 66°25'53" W	107.94'

10' SANITARY SEWER EASEMENT ABANDONMENT

Situated in the County of Grayson, State of Texas, Being the 10' Sanitary Sewer Easement in part of Lot 7 of the Gleckler Plaza Addition by plat recorded in Volume 8, Page 34, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:

Commencing at a found Spike Nail being the Southwest corner of said Lot 7;

Thence South 89°11'53" East a distance of 132.51 feet to a point being the True Point of Beginning;

Thence North 66°25'53" West a distance of 107.94 feet to a point;

Thence North 10°00'54" West a distance of 12.00 feet to a point;

Thence South 66°25'53" East a distance of 138.40 feet to a point;

Thence North 89°11'53" West a distance of 25.84 feet to the Point of Beginning and containing 0.028 acres.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

DATE OF SURVEY: 09/01/2022

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

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

EXHIBIT "A"

JOB NO. 20060479
DFT: BAU

40' DRAINAGE AND UTILITY EASEMENT ABANDONMENT

Situated in the County of Grayson, State of Texas, Being the 40' Drainage and Utility Easement in part of Lot 7 of the Gleckler Plaza Addition by plat recorded in Volume 8, Page 34, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:

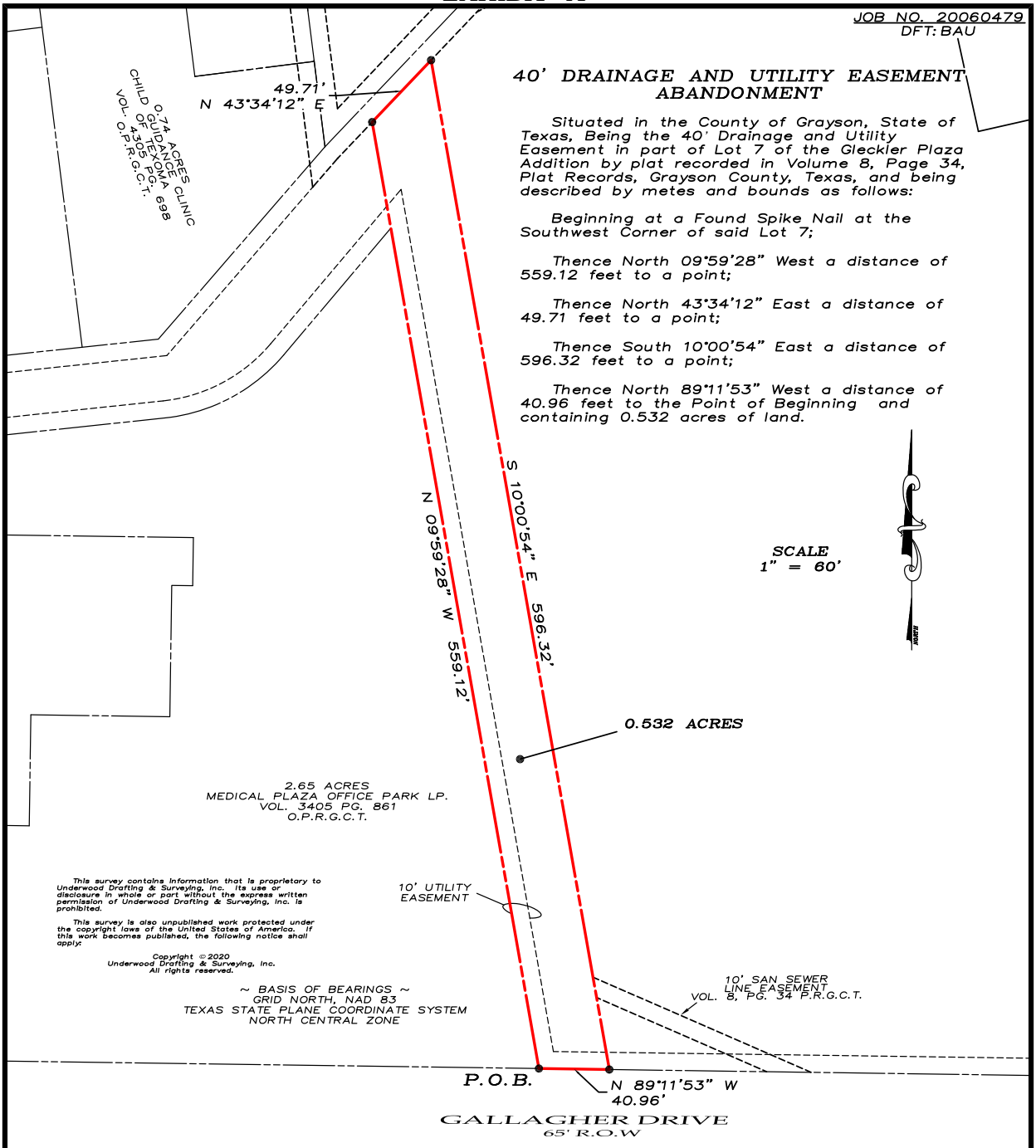
Beginning at a Found Spike Nail at the Southwest Corner of said Lot 7;

Thence North 09°59'28" West a distance of 559.12 feet to a point;

Thence North 43°34'12" East a distance of 49.71 feet to a point;

Thence South 10°00'54" East a distance of 596.32 feet to a point;

Thence North 89°11'53" West a distance of 40.96 feet to the Point of Beginning and containing 0.532 acres of land.



SCALE
1" = 60'

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

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

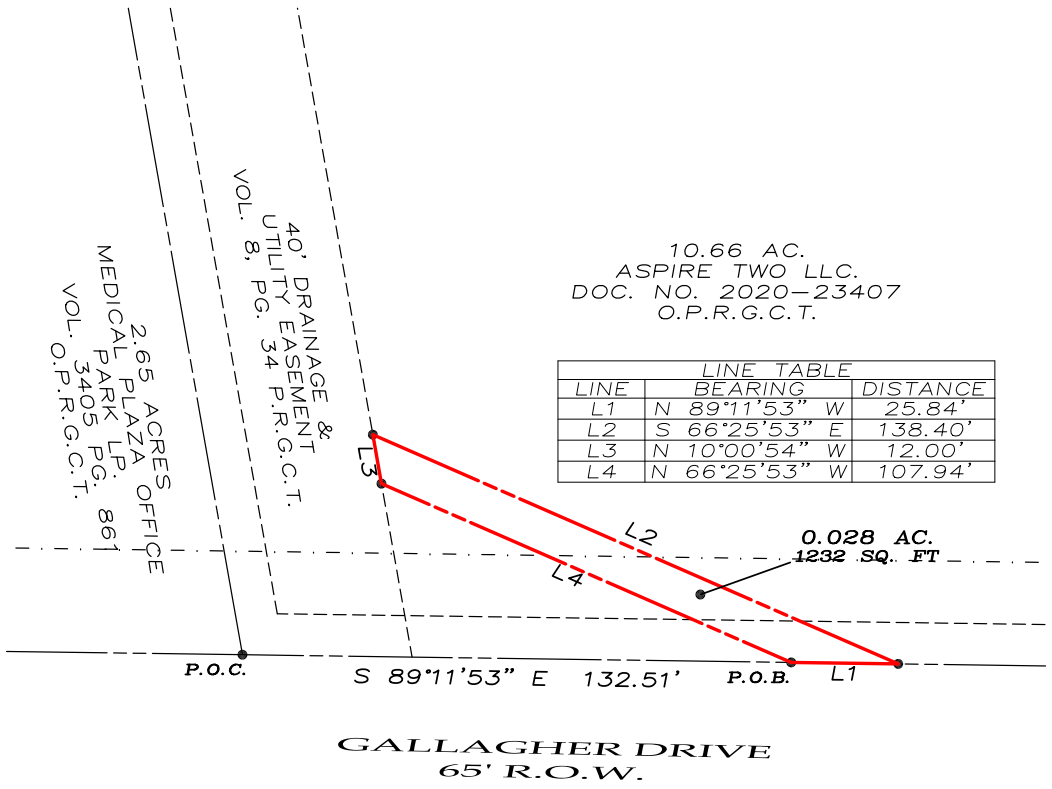
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 09/01/22

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

EXHIBIT "B"

JOB NO. 20060479
DFT: BAU



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°11'53" W	25.84'
L2	S 66°25'53" E	138.40'
L3	N 10°00'54" W	12.00'
L4	N 66°25'53" W	107.94'

SCALE
1" = 30'

10' SANITARY SEWER EASEMENT ABANDONMENT

Situated in the County of Grayson, State of Texas, Being the 10' Sanitary Sewer Easement in part of Lot 7 of the Gleckler Plaza Addition by plat recorded in Volume 8, Page 34, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:

Commencing at a found Spike Nail being the Southwest corner of said Lot 7;

Thence South 89°11'53" East a distance of 132.51 feet to a point being the True Point of Beginning;

Thence North 66°25'53" West a distance of 107.94 feet to a point;

Thence North 10°00'54" West a distance of 12.00 feet to a point;

Thence South 66°25'53" East a distance of 138.40 feet to a point;

Thence North 89°11'53" West a distance of 25.84 feet to the Point of Beginning and containing 0.028 acres.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

DATE OF SURVEY: 09/01/2022

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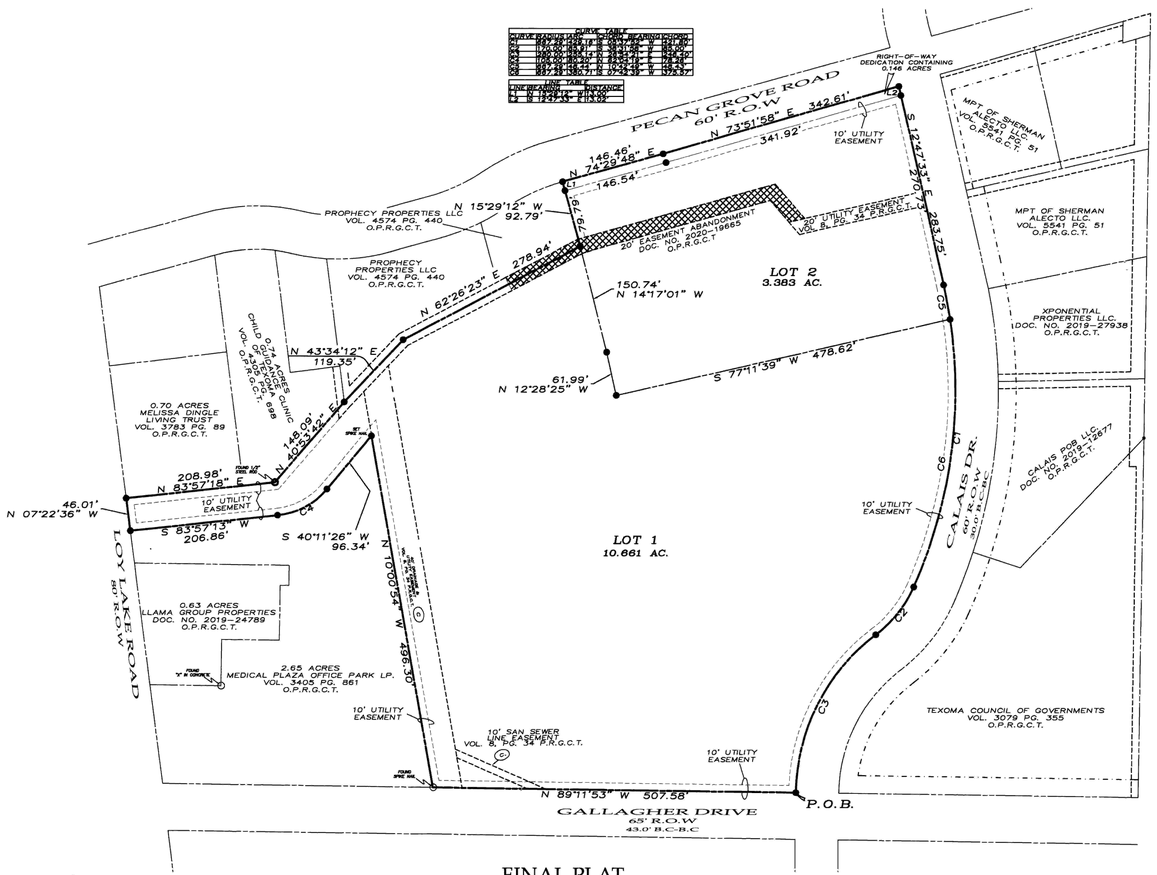
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

JOB NO. 20050479



FINAL PLAT

JACKSON WALKER ADDITION

Being a replat of all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One ,of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat Records

BEING 14.189 ACRES

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

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 8/28/2020 2:48:46 PM
In the PLAT Records
JACKSON WALKER ADDN
Doc Number: 2020-133
Number of Pages: 2
Amount: 75.00
Order#: 20200828000124
By: HA

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

OWNERS/DEVELOPER
MPT OF SHERMAN ALECTO LLC.
1000 URBAN CENTER DRIVE
BIRMINGHAM, ALABAMA 35242

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

6-23-2020

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

SHEET 1 OF 2 — 20067

JOB NO. 20060479

LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One ,of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat Records, also being all that parcel of land described as Tract One in Warranty Deed from Natami Hospitals of Texas, Inc., to Epic Properties, Inc., of record in Volume 2165, Page 808, of the Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a ½" capped steel rod set at the intersection of the north right-of-way line of Gallagher Drive with the west right-of-way line of Calais Drive, being the southeast corner of said Lot 7 and Block One;

Thence North 89°11'53" West with said north right-of-way line, a distance of 507.58 feet to a Found Spike Nail set at the southeast corner of Lot 8, of said Block One;

Thence North 10°00'54" West with the east line of said Lot 8, a distance of 496.30 feet to a spike nail set in an asphalt drive, said nail being the northeast corner of said Lot 8;

Thence with the north line of said Lot 8 the following calls and distances:
South 40°11'26" West a distance of 96.34 feet to a set ½" capped steel rod;

A curve to the right having a radius of 105.00 feet, an arc length of 80.20 feet, a chord bearing of S 62°04'19" W, and an chord length of 78.26 feet to a set ½" capped steel rod;

South 83°57'13" West a distance of 206.86 feet to a ½" capped steel rod set in the east right-of-way line of Loy Lake Road;

Thence North 07°22'36" West with said east right-of-way line, a distance of 46.01 feet to a ½" capped steel rod set at the southwest corner of that tract of land conveyed to Melissa Dingle Living Trust by deed of record in Volume 3783, Page 89, Official Public Records, Grayson County, Texas;

Thence North 83°57'18" East with the south line of said tract a distance of 208.98 feet to a ½" steel rod found in concrete at an angle point in the south line of Lot 1, of said Block One;

Thence North 40°53'42" East with said south line, a distance of 148.09 feet to a ½" capped steel rod set at the southeast corner of said Lot One, the southwest corner of Lot 3, of said Block One;

Thence North 43°34'12" East with the south line of said Lot 3, a distance of 119.35 feet to a ½" capped steel rod set at an angle point in said south line;

Thence North 62°26'23" East a distance of 278.94 feet to a ½" capped steel rod set at the southeast corner of Lot 4, of said Block One;

Thence North 15°29'12" West with the east line of said Lot 4, a distance of 92.79 feet to a ½" capped steel rod set at the northeast corner of said Lot 4, also being in the north line of said Block One;

Thence North 74°29'48" East with the north line of said Block One, a distance of 146.46 feet to a set ½" capped steel rod;

Thence North 73°51'58" East a distance of 342.61 feet to a ½" capped steel rod set at the northeast corner of Lot 6, of said Block One, said rod being in the west right-of-way line of said Calais Drive;

Thence with said west right-of-way line the following calls and distances:
South 12°47'33" East a distance of 283.75 feet to a set ½" capped steel rod;
A curve to the right having a radius of 667.29 feet, an arc length of 429.46, feet a chord bearing of South 05°37'52" West 421.80 feet to a set ½" capped steel rod;
A curve to the right having a radius of 170.00 feet, an arc length of 85.91 feet, a chord bearing South 38°31'58" West 85.00 feet to a set ½" capped steel rod;
A curve to the left having a radius of 280.00 feet, an arc length of 255.14 feet, a chord bears South 26°54'21" West 246.40 feet to the Point-of-Beginning and containing 14.189 acres of land.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, MPT OF SHERMAN ALECTO LLC., do hereby adopt this plat designating the hereinabove property as the JACKSON WALKER ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 27th day of August, 2020

EMMETT E. MCLEAN, EVP AND COO
MPT OF SHERMAN ALECTO LLC.

STATE OF Alabama
COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared EMMETT E. MCLEAN known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of August, 2020.

Brandi Dipiazza
Notary Public in and for the State of Alabama
Commission Expires: 12/26/23

BRANDI DIPIAZZA
MY COMMISSION EXPIRES
DECEMBER 26, 2023
NOTARY PUBLIC
STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, JACKSON WALKER ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the 17th day of August, 2020, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 28th day of August, 2020.

Linda Ashby
Clerk, City of Sherman, Texas

CITY OF SHERMAN, TEXAS

ACCEPTANCE

Approved this 21st day of July, 2020, by the City Planning Commission to the City of Sherman, Texas.

Chairman — Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas — 08/28/2020 Date

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

08/24/2020 Date

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot lots that are traversed by or adjacent to the drainage courses along or across said lots
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

FINAL PLAT

JACKSON WALKER ADDITION

Being a replat of all of Lot 7, Block One, of Gleckler Plaza Addition, to the City of Sherman, of record in Volume 8, Page 35, of the Plat Records, Grayson County, Texas, and all of Lots 5 & 6, Block One ,of the partial replat of Gleckler Plaza Addition, of record in Volume 8, Page 85, of said Plat Records

BEING 14.189 ACRES

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On: 8/28/2020 2:48:46 PM
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JACKSON WALKER ADDN
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Number of Pages: 2
Amount: 75.00
Order#: 20200828000124
By: HA

OWNERS/DEVELOPER
MPT OF SHERMAN ALECTO LLC.
1000 URBAN CENTER DRIVE
BIRMINGHAM, ALABAMA 35242

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

6-23-2020

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

SHEET 2 OF 2 — E-9-409

ac al er Add


TOWN CENTER
US HIGHWAY 75
US HIGHWAY 75
US HIGHWAY 75
US HIGHWAY 75
EXIT 64
ENTRANCE 64
ENTRANCE 64
EXIT 64
MATHIS
SARA SWAMY
CALAIS
MELROSE
SUMNER
MORELAND
PECAN GROVE
LOY LAKE
GALLAGHER
BORDEAUX
BURGANDY
DAUPHINE
NORTHRIDGE
NORTHPOINT
LASALLE
HOPKINS
MARSEILLE
NORMANDY
RICHELIEU
US HIGHWAY 82
US HIGHWAY 82
US HIGHWAY 82
US HIGHWAY 82
EXIT 642
EXIT 642A
ENTRANCE 642A
EXIT 642B
2
eet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 10/17/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6969***

Authorizing Execution of an Encroachment Agreement with Texas Instruments Incorporated for the Encroachment of a Soil Nail Wall within City Property Located at 525 West Shepherd Road along the Perimeter of Said Property Dedicated to the City of Sherman in Vol. 2450, Pg. 274, Official Public Records, Grayson County, Texas, Locally Known as the Shepherd Elevated Storage Tank, being Located in the City of Sherman, Texas

Issue:

To consider executing an encroachment agreement relating to a proposed soil nail wall in the City of Sherman, Texas

Background:

Texas Instruments is excavating nearly 40 feet down within 15 to 19 feet of the existing Shepherd Elevated Storage Tank as part of their grading plan for the new plant facility. This much excavation will need a retaining wall to shore up the ground and protect the storage tank. The retaining wall proposed has a soil anchoring system behind the wall that will encroach up to eleven feet into the City of Sherman owned property for the storage tank. The Engineering Department has reviewed the design and has concluded that this is an acceptable design to protect the soils around the City's storage tank property that will not affect the operation of the storage tank or any of its underground pipe system.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, it is recommended that the encroachment be executed.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6969
Encroachment Agreement with Exhibits
Location Map

RESOLUTION NO. 6969

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO TEXAS INSTRUMENTS INCORPORATED FOR THE ENCROACHMENT OF A SOIL NAIL WALL WITHIN CITY PROPERTY LOCATED AT 525 WEST SHEPHERD ROAD ALONG THE PERIMETER OF SAID PROPERTY DEDICATED TO THE CITY OF SHERMAN IN VOL. 2450, PG. 274, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS THE SHEPHERD ELEVATED STORAGE TANK, BEING LOCATED 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 of a soil nail wall within City property located at 525 West Shepherd Road along the perimeter of said property dedicated to the City of Sherman in Vol. 2450, Pg. 274, Official Public Records, Grayson County, Texas, locally known as the Shepherd Elevated Storage Tank, and also 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, TEXAS on this the 17th day of October, 2022.

CITY OF SHERMAN, TEXAS

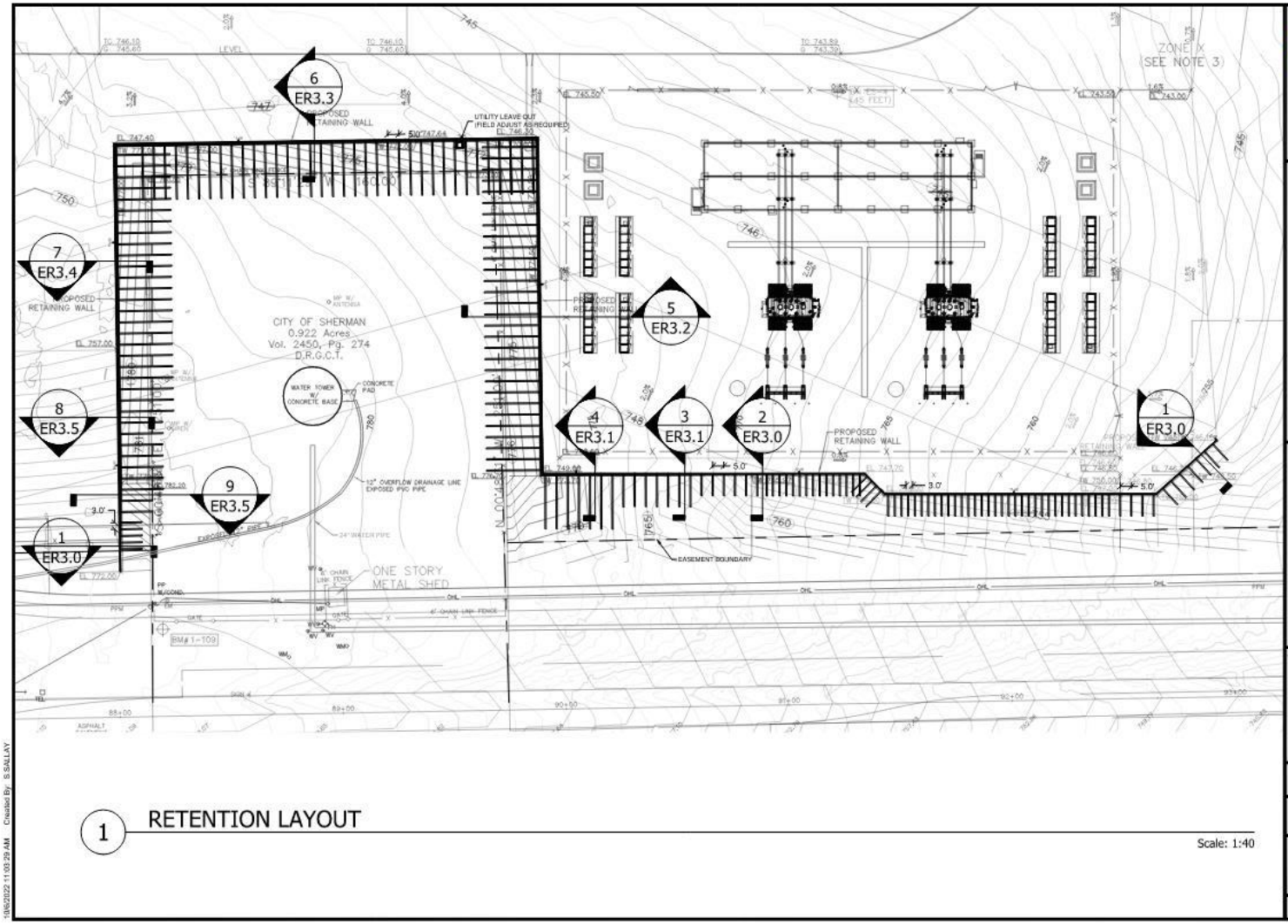
BY: _____
DAVID PLYLER, MAYOR

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



1 RETENTION LAYOUT

Scale: 1:40

10/6/2022 11:03:29 AM Created By: S.SALLAY

KELLER

661 SHAHAN PRAIRIE ROAD
LITTLE ELM, TX 75068
972-294-5000

TEXAS CERTIFICATE OF REGISTRATION NO. F-13273

LAYOUT

TI-SFAB
SOIL NAIL WALL

SHERMAN, TX

ENGINEER OF RECORD:
MARIOS KOFTEROS

STATE OF TEXAS
MARIOS KOFTEROS
97343
LICENSED
PROFESSIONAL ENGINEER

10/06/22

Use of Proposals and Designs

Designs, sketches, specifications, and/or proposals ("Designs") prepared by Keller North America ("KNA") and/or it's employees have been prepared for exclusive use by KNA and based upon, and in anticipation of, KNA performing the work called for in such Designs. KNA makes no warranties or guarantees as to the suitability of the Design for use by others. The Designs are subject to protection under the Copyright Act of 1976 and Architectural Works Copyright Protection Act of 1990. Use, control, reproduction, publication, or dissemination of such Designs without the prior written consent of an authorized representative of KNA is strictly prohibited. KNA is, and shall continue to be, the sole owner of the Designs.

DRAWN BY:	CHECKED BY:
SAS	MK

PROJECT NUMBER:	DATE:
OP0016193	10/06/22

SHEET NO.
ER 1.0

SCALE:

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 TEXAS INSTRUMENTS INCORPORATED, a Delaware corporation ("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 Special Warranty Deed to the City of Sherman, Texas ("Deed"), filed in Volume 2450, Page 274, Deed Records, Grayson County, Texas. The Deed, which more particularly describes and depicts 0.922 acres of land ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain a soil nail wall ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within 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:

Texas Instruments Incorporated
12500 TI Blvd., MS B1000
Dallas, TX 75243
Attention: Real Estate Manager

With copy to:

Texas Instruments Incorporated
c/o MBG Consulting, Inc.
980 N. Michigan Avenue, Suite 1000
Chicago, IL 60611
Attention: Lease Administration

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: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

TEXAS INSTRUMENTS INCORPORATED
a Delaware corporation

By: _____
Scott Wescoat, Real Estate Manager
Date: 10/7/22

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, 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 _____, 2022.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

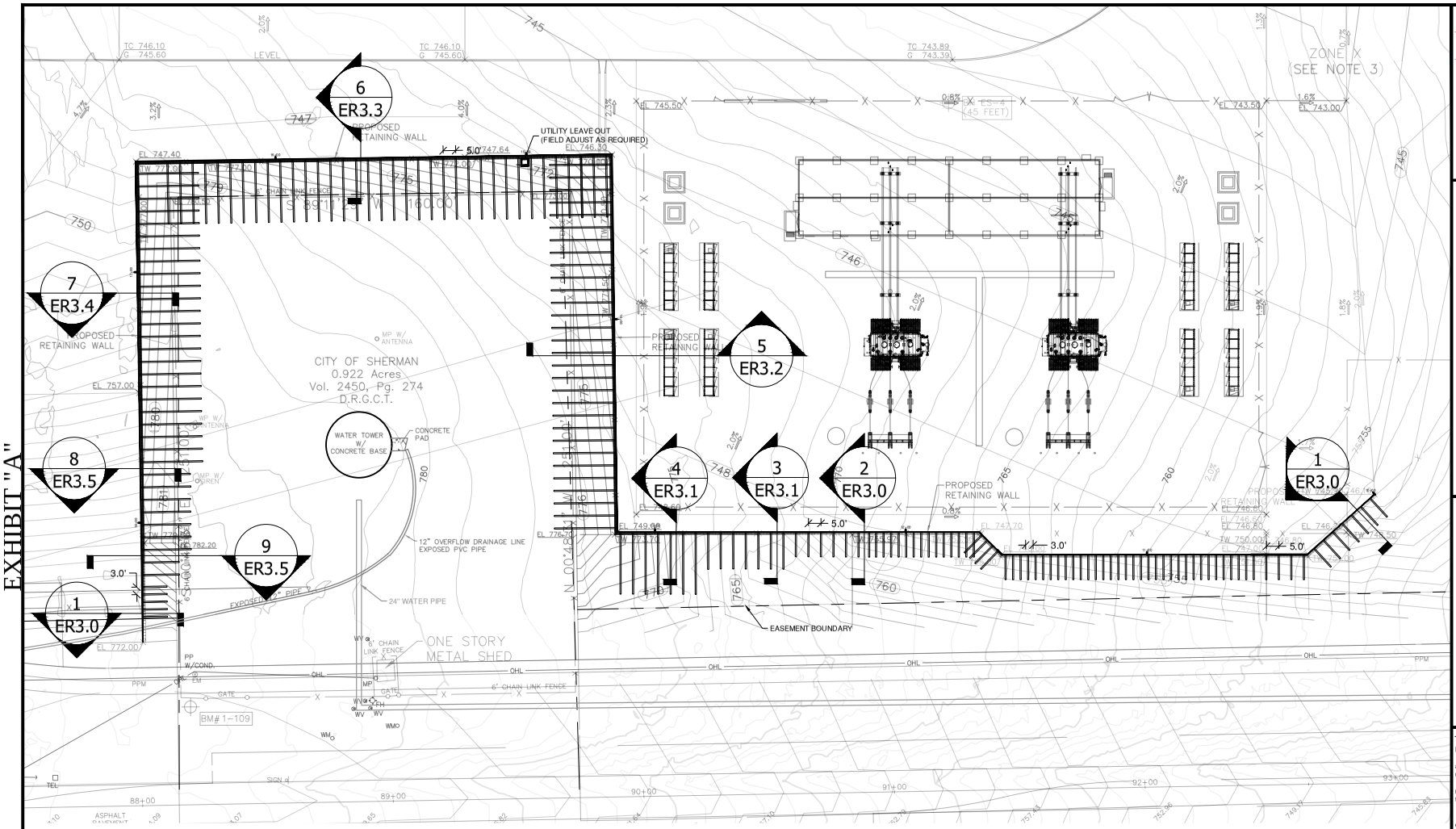
BEFORE ME, the undersigned authority, on this day personally appeared Scott Wescoat known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of October, 2022.

Haley Stofa
Notary ID # 13392131-8
My Commission Expires
August 08,2026

_____
Notary Public in and for the State of Texas
My Commission Expires: 8/8/2026

EXHIBIT "A"



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MARIOS KOFTEROS

STATE OF TEXAS
MARIOS KOFTEROS
97343
LICENSED
PROFESSIONAL ENGINEER

10/06/22

se o ro osa s and Desi ns

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 6.**

Meeting Date: 10/17/2022
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6970

Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for Design of the Miscellaneous Water Line Improvements 2022

Issue:

To consider a contract for professional services with Wade Trim, Inc. for design of the Miscellaneous Water Line Improvements 2022

Background:

This contract is for the engineering design to replace approximately 3,400 linear feet of 6-inch to 12-inch water mains. The proposed water mains selected are the highest priority lines for replacement by the Utility Department. Their replacements are based on being undersized, lower pressure due to small size, and mains requiring frequent repairs resulting in disruption to customers' water service. They are packaged together to receive a better economy of scale.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $211,200.00. This will be funded by the FY 2023 Utility Improvement Fund

Staff Recommendation:

It is recommended that the contract for professional services with Wade Trim, Inc. for the design of the Miscellaneous Water Line Improvements 2022 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6970
Agreement
Location Map

RESOLUTION NO. 6970

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR DESIGN OF THE MISCELLANEOUS WATER LINE IMPROVEMENTS 2022; 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 Wade Trim, Inc. for Design of the Miscellaneous Water Line Improvements 2022, 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 17th day of October, 2022.

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

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

WADE TRIM, INC.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2022:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Wade Trim, Inc.**
3575 Lone Star Circle, Suite 410
Fort Worth, Texas 76177
Telephone: (682) 237-7718

for the following Project: **1516-U; Miscellaneous Water Line Improvements 2022**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Wade Trim Inc., a Michigan 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 civil engineering services for the 1516-U; Miscellaneous Water Line Improvements 2022 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 written amendment to this Agreement, may be authorized from time to time by City ("Amendment(s)").

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 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 o Consu tant 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 necessar in Cit s so e discretion Cit sha desi nate a re resentative authori ed to act on Cit s eha with res ect 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 unreasona e de a in the ro ress o Consu tant s Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – s descri ed in Article 1, Consu tant s Services o this reement com ensation or this ro ect sha be: (a) for Basic and Special Services, on a lump sum basis in an amount not to exceed **two hundred eleven thousand two hundred and 00/100 dollars ($211,200.00)** Consu tant s ee and aid in accordance with this rtic e 3 and the Project Design Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the com etion o Record Documents and or s- ui t Documents inc udin hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to final payment. Completion of the Record Documents and or s- ui t documents sha e inc uded in the Consu tant s Fee and considered to be within the Scope of Services defined under this reement. The e ectronic ormattin sha e consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Desi n and Dra tin C DD which is attached hereto and incor orated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services re atin to an a reement etween 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 recommendation as to whether or not to certify that sufficient cause exists for City to declare Contractor in violation 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 not be included in the Consultant's Fee and considered to be an Additional Service as defined under Section 3.3 of 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.

3.2 **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 the Contract 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 following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Principal	$270
Senior Project Manager	$255
Project Engineer	$130
EIT	$105
CADD Technician	$110
Admin	$ 90

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 the following paragraph. 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 $(agreed project budget) due to the negligence 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. Absent negligence on the part of the Consultant in making its estimates of probable Construction Cost, providing services as defined in Exhibit A shall be the limit of the Consultant's liability arising from the establishment of such fixed limitation of Construction Costs. The Consultant shall be entitled to compensation for all other services performed in accordance with this Agreement.

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. Consultant is not responsible and is hereby released from responsibility for use of the documents for any purpose other than for the Project.

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'SEMPLOYMENT 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 OFCONSULTANT'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:

Andrew McCune, PE
Cheif Executive Officer
Wade Trim, Inc.
25251 Northline Road
Taylor, MI, 48180
Telephone: (734) 947-7266
Email: amccune@wadetrim.com

With a copy to:
Jennifer Chilson
General Counsel
Wade Trim, Inc. 1700 Redbud Blvd., Suite 300
25251 Northline Road
Taylor, MI, 48180
Telephone: (734) 947-2616
Email: jchilson@wadetrim.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," 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.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** 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** 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.

12.2.2 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 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 2021-2022 fiscal year unless and until such funds are budgeted.

12.2.3 **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.

12.2.4 **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: _____
Robby Hefton, City Manager

CONSULTANT:
Wade Trim, Inc.
a Michigan corporation

By: _____
Andrew McCune, PE
Chief Executive Officer

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ROBBY HEFTON**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF SHERMAN, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF MICHIGAN §
§
COUNTY OF Wayne §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ANDREW MCCUNE**, 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 DULY AUTHORIZED REPRESENTATIVE FOR **WADE TRIM, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4th DAY OF October 2022.

KIMBERLY M ADDISON
Notary Public - State of Michigan
County of Wayne
My Commission Expires Sep 18, 2025
Acting in the County of Wayne

Kimberly M. Addison
_____
NOTARY PUBLIC IN AND FOR THE STATE OF MICHIGAN
My commission expires: 9/18/25

I. PROJECT DESCRIPTION

1516-U; Miscellaneous Water Line Improvements 2022
The project will include the design of open cut water main replacements, connection to the existing water distribution system and service line replacement, where applicable in four locations:

- N. Kessler Boulevard between W. Pecan Street and N. Woods Street. Approximately 700 linear feet of 12-inch water main replacement and 200 linear feet of 6-inch water main replacement.
- Brockett Street between US 75 and N. Woods Street. Approximately 800 linear feet of 6-inch water main replacement.
- Blanton Place between W. Hunt Street and W. McGee Street. Approximately 1000 linear feet of 6-inch water main replacement.
- S. Bryant Avenue between W. Moore Street and W. Steadman Street. Approximately 700 linear feet water main replacement.

The City has a construction budget of $1,830,000 for the Miscellaneous Water Line Improvements 2022 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, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

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.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase (30%)

a. 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.

b. Prepare preliminary engineering review drawings to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. If necessary, report in sufficient detail to clearly indicate any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs.
   A. Preliminary Design Drawing Sheets will consist of:
      i. Conceptual Water Main Alignments (Assuming 9 Sheets)
         - Assuming 2 Plan & Profile Sheets (water lines 12-in and larger)

- Assuming 7 Plan Sheets

B. Quality Assurance/Quality Control (QA/QC) Review
C. Coordinate with Freese-Nichols to confirm water line sizes are in accordance with the updated hydraulic model.

c. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.

d. Deliverables include:
   A. Two (2) copies of half-sized (11"x17") preliminary design drawings
   B. One (1) copies of Opinion of Probable Construction Cost (OPCC)
   C. PDF of preliminary design drawings and OPCC

e. Depending on comments received from the City's review and field investigations, one (1) additional set of preliminary phase construction drawings may be required.

f. Upon completion of the Preliminary Design Phase, the 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 "F. Special Services."

g. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and City staff to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.

h. The Consultant will consult with the City, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities and future thoroughfares in designs.

B. Intermediate Design Plans (60%)

a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), and detail sheet(s) will be required for all projects.
   A. Intermediate Design Plan Sheets will consist of:
      i. Preliminary Water Main Alignments (Assuming 9 Sheets)
         - Assuming 2 Plan & Profile Sheets (water lines 12-in and larger)
         - Assuming 7 Plan Sheets
   - Quality Assurance/Quality Control (QA/QC) Review
   - Constructability Review

b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1" = 40' scale at 11x17), and applicable City standard details.
   A. Intermediate Design Plan Sheets will consist of:
      i. Cover Sheet (including location map(s) and sheet index)
      ii. General Notes
      iii. Special Details (Assuming 2 Sheets)
      iv. Applicable City Details (Assuming up to 2 Sheets)
      v. Other Applicable Details (Assuming up to 20 Sheets)
         - Applicable TxDOT Erosion Control and Traffic Control details as well as applicable general notes will be provided indicating the contractor is responsible for preparing detailed erosion control and traffic control plans.

c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

d. Deliverables include:
   - Two (2) copies of half-sized (11"x17") intermediate design plans
   - One (1) copies of Opinion of Probable Construction Cost (OPCC)
   - One (1) copies of the preliminary project manual
   - PDF of intermediate design plans, preliminary project manual, and OPCC

C. Final Design/Construction Plans (90%, 100%)

a. Prepare final engineering review drawings that address all comments from the intermediate review.
   A. Final Design Plan Sheets will consist of:
      i. Preliminary Water Main Alignments (Assuming 9 Sheets)

- Assuming 2 Plan & Profile Sheets (water lines 12-in and larger)
- Assuming 7 Plan Sheets

B. Quality Assurance/Quality Control (QA/QC) 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 (1" = 40' scale, 11"x17"), and applicable City standard details.

A. Final Design Plan Sheets will consist of:

i. Cover Sheet (including location map(s) and sheet index)
ii. General Notes
iii. Special Details (Assuming 2 Sheets)
iv. Applicable City Details (Assuming up to 10 Sheets)
v. Other Applicable Details (Assuming up to 20 Sheets)
- Applicable TxDOT Erosion Control and Traffic Control details as well as applicable general notes will be provided indicating the contractor is responsible for preparing detailed erosion control and traffic control plans.

d. Prepare Final Project Manual, including Bid Form and Special Conditions and technical specifications.

e. Deliverables include:
- Three (3) copies of half-sized (11"x17") final design plans
- Three (3) copies of Opinion of Probable Construction Cost (OPCC)
- Three (3) copies of the final project manual
- PDF of final design plans, final project manual, and OPCC

f. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

g. When required by the nature of the project, the Consultant shall provide up to four (4) necessary exhibits and attend one (1) public meeting with the City.

h. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.

i. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for

applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

A. Deliverables include:

i. Three (3) copies of half-sized (11”x17”) signed and sealed construction plans

ii. Three (3) copies of the signed and sealed project manual

iii. PDF of signed and sealed construction plans and signed and sealed project manual cover.

D. Bid Phase Services

a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

b. Assist the City with any Pre-Bidders meetings.

c. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents, as necessary.

d. 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.

E. Construction Phase Services

a. Conformed Document submittal:
A. Package and submit CAD base files upon request.

b. Up to eight (8) Site Visits upon request

c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site

d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.

e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be

consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.

f. *Shop Drawings, Samples, and Submittals.* Review up to fifteen (15) submittals and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

g. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

h. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

i. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

j. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one pdf file of the Record Documents.

F. Special Services

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., and D. 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:

A. 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. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
    i. Final Plat/Replat document (Preliminary Plat not required) including develop parcel boundaries and lots/blocks, develop legal description, develop plat document, and submit it the City got review.
B. Subsurface Utility Engineering that involves Level “A” identification of a utility.

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:

- Changes in Project Scope.
- Traffic impact and/or signalization studies.
- Hydraulic modeling or water flow test of existing water systems.
- Environmental assessments and permitting.
- Effort and expenses required to change, adjust, or modify the construction documents after receipt of approval of the preliminary plan.
- Design modifications of roadway, sanitary sewer, or storm sewer.
- Drainage and pavement improvements
- Preparation of renderings or exhibits.
- Detailed traffic control plan(s), details will be provided as stated in the above section.
- Detailed erosion control plan(s), details will be provided as stated in the above section.

EXHIBIT B

PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A. Preliminary Design Plans (30%) **(Expected Completion: February 27, 2023)**	**$72,200.00**
B. Intermediate Design Plans (60%) **(Expected Completion: May 22, 2023)**	**$28,700.00**
C. Final Design/Construction Plans (90%, 100%) **(Expected Completion: July 31, 2023)**	**$31,900.00**
D. Bid Phase Services **(Expected Completion: November 10, 2023)**	**$2,900.00**
E. Construction Phase Services	**$21,300.00**
Total Basic Services (Lump Sum)	***$157,000.00***

II. Special Services

A. Descriptive instruments & Final Replat for 1 parcel at $12,200.00 each:	$12,200.00
B. Level "A" Subsurface Utility Engineering Identification for 12 utilities at $3,500.00 each:	$42,000.00
Total Authorized Special Services	***$54,200.00***
Project Budget, Grand Total (Not-To-Exceed)	***$211,200.00***

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.

9. Text should not be smaller than 0.08” on a full-size sheet, and should be a font such at 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.

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.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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 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
_X_	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	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

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_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 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.

_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 — 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.**

Not Applicable

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.**

Not Applicable

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.**

Not Applicable

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.**

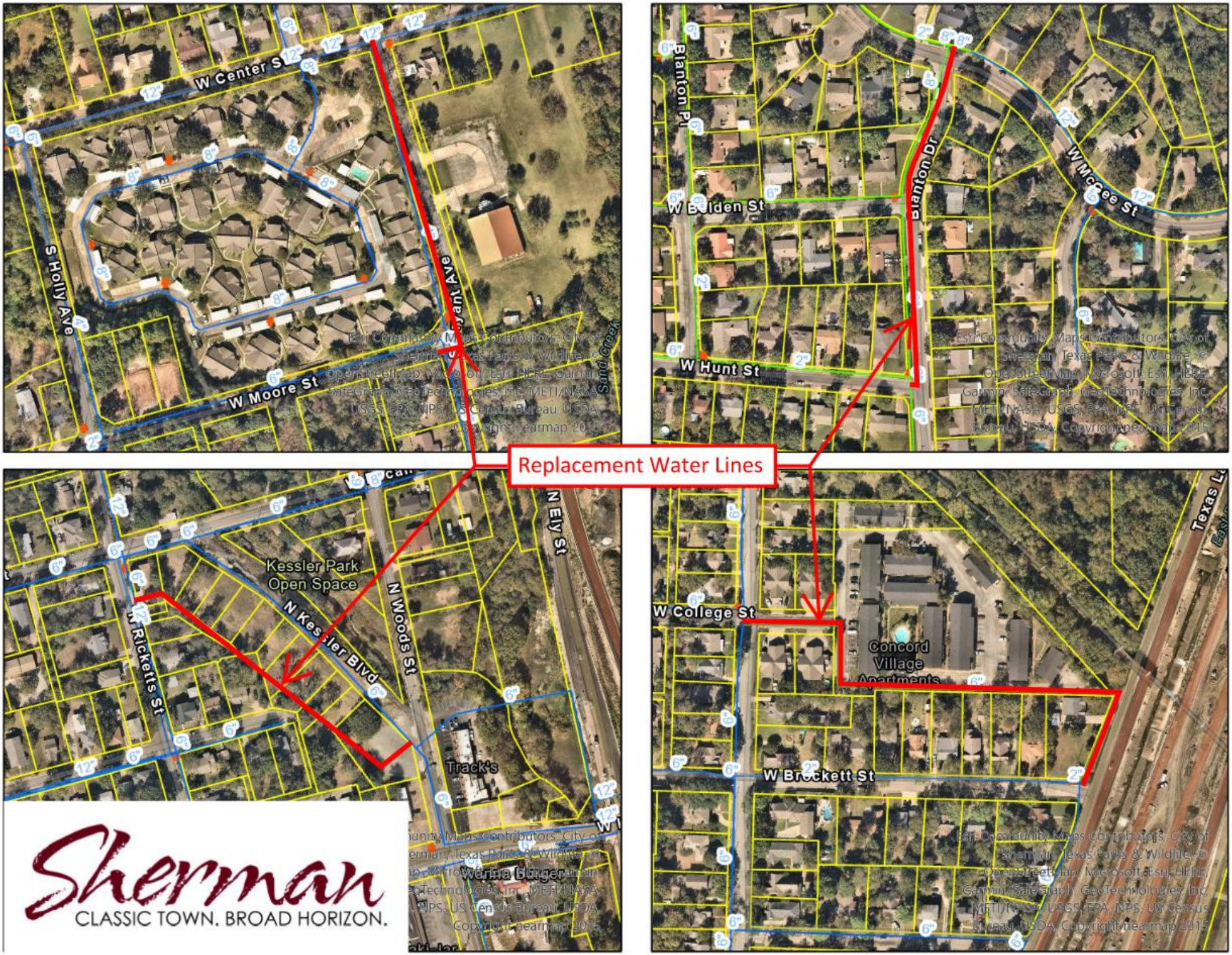
Not Applicable

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 Andrew J. McC — Signature of vendor doing business with the governmental entity

10/4/22 — Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021


W Center St
S Holly Ave
W Moore St
Bryant Ave
Sand Creek
Blanton Dr
W Mcgee St
W Hunt St
Replacement Water Lines
Kessler Park
Open Space
N Kessler Blvd
W Ricketts St
N Woods St
N Ely St
Track's
W College St
Concord
Village
Apartments
W Brockett St
Texas L
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 7.**

Meeting Date: 10/17/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6971

Authorizing Execution of a Professional Services Agreement with Shield Engineering Group, PLLC for the Sherman Street Improvements from Montgomery St. to East St.

Issue:

To consider a contract for professional services with Shield Engineering Group, PLLC for the Sherman Street Improvements from Montgomery St. to East St.

Background:

Sherman Street is a narrow road that is only approximately 20 feet wide. A new development, Three Oaks, fronts the south side of this street with 60 single family lots under construction. A total of over 150 lots will be built in this subdivision along with a large park land area to be dedicated by the developer along the north side of Post Oak Creek. With this additional development, Sherman Street should be improved and widened to current residential street standards to accommodate the additional traffic. This professional services contract will provide construction drawings for approximately 750 feet of Sherman Street from Montgomery Street to East Street along with required drainage improvements, sidewalk, and improvements to the water mains and wastewater mains as determined during the design phase investigation of these utilities. This project is part of the FY23 Capital Improvement Program.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $160,127.00. This will be funded by Certificate of Obligation Bond Funds.

Staff Recommendation:

Shield Engineering Group, PLLC is fully qualified to perform these services and staff has negotiated a reasonable fee for these services. It is recommended that the contract for professional services with Shield Engineering Group, PLLC for design of Sherman Street Improvements project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6971
Unsigned - Agreement
Location Map

RESOLUTION NO. 6971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SHIELD ENGINEERING GROUP, PLLC FOR THE SHERMAN STREET IMPROVEMENTS FROM MONTGOMERY ST TO EAST ST; 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 Shield Engineering Group, PLLC for the Sherman Street Improvements from Montgomery St to East St, 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, TX on this the 17th day of October, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

SHIELD ENGINEERING GROUP, PLLC

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2022:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: Shield Engineering Group, PLLC
1600 West 7th Street, Ste 400
Fort Worth, TX 76102
(817)810-0696

for the following Project: Sherman Street Improvements – Montgomery St. to East St.

THIS AGREEMENT Agreement is made and entered into by and between the City of Sherman, Texas, a home-ru e munici a it City and Shield Engineering Group, PLLC (Shield) a Te as cor oration Consultant to e e ective rom and a ter the date as provided above. City and Consu tant are at times each re erred to herein as a party or co ective as the parties.

WHEREAS, City desires to engage Consultant to provide professional civil engineering services for the Sherman Street Improvements Project from Montgomery Street to East Street Project and

WHEREAS Consu tant desires to render such ro essiona 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 da s 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 written amendment, may be authorized from time to time Cit Amendment(s) .

1.2.1 **Requirement of Written Amendment** – tra wor c aims invoiced as e tra work or c aims 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 the subcontracts. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract shall be preceded by the Sherman Cit Counci s authori ation or the Sherman Cit Mana er to execute said Addendum.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN ADDENDUM ISSUED BY THE CITY OF SHERMAN**.

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 Cit has in its ossession at the time o Consu tant 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 necessar in Cit s so e discretion Cit sha desi nate a re resentative authori ed to act on Cit s eha with res ect 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 unreasona e de a in the ro ress o Consu tant s Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – s descri ed in Article 1, Consu tant s Services o this reement com ensation or this ro ect sha be: (a) for Basic Services, on a lump sum basis in an amount not to exceed **ONE HUNDRED SIXTY THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS AND ZERO CENTS ($160,127.00)** Consu tant s ee and aid in accordance with this Article 3 and the Project Design Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the com etion o Record Documents and or s- ui t Documents inc udin 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 s- ui t documents sha e inc uded in the Consu tant s Fee and considered to be within the Scope of Services defined under this reement. The e ectronic ormattin sha e consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Desi n and Dra tin C DD which is attached hereto and incor orated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services re atin to an a reement etween 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 tas sha e inc uded in the Consu tant s ee and considered to e 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 ma e required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct enses Direct Expenses are inc uded in Consu tant s ee as descri ed in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made Consu tant and Consu tant 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 reim ursement ma e deducted rom Consu tant s su se uent a ment or Services; provided, however, that this shall not be Cit 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 the Contract on a cost not to exceed sum or hourly

asis in accordance with this ara ra h Additional Services and a mutua 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 Consu tant s ee and sha e ased on direct i a e a or rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consu tant s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
2022 HOURLY RATE SCHEDULE	
Principal / Director	$265
Program Manager	$235
Project Manager	$210
Senior Professional Engineer	$200
Professional Engineer	$175
EIT II	$145
EIT I	$110
Designer	$140
CAD Drafter	$110
Support / Admin	$ 95
Senior RPLS	$210
RPLS	$165
GIS Analyst	$125
SIT	$125
Survey Technician	$115
Party Chief	$115
Survey Crew Member	$ 70

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 22 Su cha ter D o 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** – I the Sco e o the ro ect Scope of the Project or if the Services are materially changed due to no error by Consultant in the er ormance o Services under this reement the amounts o Consu tant 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, Consu tant 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 the following paragraph. 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 **$936,721.00** due to the negligence 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. Absent negligence on the part of the Consultant in making its estimates of probable Construction Cost, providing services as defined in Exhibit A shall be the limit of the Consultant's liability arising from the establishment of such fixed limitation of Construction Costs. The Consultant shall be entitled to compensation for all other services performed in accordance with this Agreement.

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 re atin to the ro ect without Cit s rior written consent. Cit sha e urnished 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 or 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. GOVT 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 by .M. est s e Ratin 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 .M. est s e Ratin uide or other e uiva ent ratin 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 policyshall be with a company that maintains a minimum rating of by A.M. est 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** – I the ro ect s si e and sco e warrant and i identi ied 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 covera e insurance o ic with a com an that maintains a minimum ratin o by .M. est s e Ratin uide or other e uiva ent ratin 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 Consu tant s Fee at the time o termination Consu tant waives its ri ht to an ortion o Consu tant s ee 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 Consu tant s ee due Consu tant as set orth 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; acsimi e e ectronic mai with documentation evidencin the addressee s recei t 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:

Craig H. Barnes, PE

President & CEO
Shield Engineering Group, PLLC
1600 West 7th Street, Ste 400
Fort Worth, TX 76102
(817)810-0696
Craig.barnes@shield-engineering.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled throu h F a o which are incor orated herein or a ur oses 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.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** 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** 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 attorne s 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 an wa a ect imit or waive such art s ri ht therea ter to en orce 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 ta es and ene its with res ect to a o Consu tant s o icers, 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 Consu tant 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** – unds are not resent ud eted or Cit s performance under this Agreement beyond the end of Cit s 2020-2021 fiscal year. City will give Consultant sixty 6 da s notice i unds or Cit s er ormance are not budgeted to continue beyond that time. City shall have no liability for payment o an mone or services er ormed a ter the end o Cit s 2 2 -2021 fiscal year unless and until such funds are budgeted.

12.23 **Reference to Consultant** – When re errin to Consu tant this reement sha 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.

12.24 **Reference to City** – When referring to Cit 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,
home-rule municipality

By: _____
Robby Hefton, City Manager

CONSULTANT:
Shield Engineering Group, PLLC Texas
a Texas corporation

By: _____
Craig H. Barnes, PE
President & CEO

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett,
P.C. Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CRAIG H. BARNES**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **SHIELD ENGINEERING GROUP, PLLC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

EXHIBIT A
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The Project consists of construction documents for the reconstruction of Sherman Street from Montgomery Street to East Street. Sherman Street will be reconstructed as a 3 ac -to-back concrete section roadway including storm drain, water rehabilitation (if it is shallower than 3 feet), wastewater condition analysis and rehabilitation if it is deemed to be in poor condition. The SCOPE is further defined in the section following.

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, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

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.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

a. Prepare preliminary engineering review drawings to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consu tant s recommendations for any alternate designs.

b. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing Record Drawin s rovided the Cit o Sherman. Other uti ities shou d e shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available Record Drawin s that the Consultant can obtain from other utilities.

c. Depending on comments received from the City s review and ie d investigations, another set of preliminary phase construction drawings may be required.

d. Upon completion of the Preliminary Design Phase, the 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 "F. Special Services."

e. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the Cit s comments rom the ie d visit and su mit this in ormation to the Cit in writing.

f. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

B. Intermediate Design Plans (60%)

a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.

b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes ro ect contro sca e and a ica e Cit standard details.

c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

C. 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 ro ect contro sca e and a ica e Cit standard details.

d. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

e. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend up to two public meetings with the City.

f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.

g. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. <u>Bid Phase Services</u>

a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

b. Furnish to the 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. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.

d. Assist the City in the advertisement of the Project for competitive bids.

e. Assist the City with any Pre-Bidders meetings.

f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.

g. Assist the City in the opening and tabulation of bids for construction of the Project.

h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.

i. 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.

j. 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.

E. Construction Phase Services

a. Conformed Document submittal:
   i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
   ii. rint u to ten sets ans and ro ect Manua s or issuance at the Pre-Construction Conference.
   iii. Package and submit CAD base files upon request.
b. Site Visits upon request
c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences,

schedules, or procedures of construction or to related safety precautions and programs.

h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

F. Special Services

a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by 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.

   ii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline one-time for 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.

iii. 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. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.

iv. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.

v. Appearances before regulatory agencies.

vi. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.

vii. 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.

viii. Detailed mill, shop, and/or laboratory inspection of materials or equipment.

ix. Preparation of applications and supporting documents for government grants or planning advances for public works projects.

x. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.

xi. Revision of reports and Construction Contract Documents after specific approval by City.

xii. Subsurface Utility Engineering that involves Leve or identification of a utility.

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 u on the Cit 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:

1. Geotechnical Investigation
2. Bid Phase Services beyond those listed

3. Traffic Signal Design
4. Retaining Wall Design
5. Structural Design
6. Irrigation Design
7. Water Studies
8. Wastewater Studies
9. Line of Sight Studies
10. Survey (beyond those listed): As-Built Survey/ALTA Survey, Boundary Title Search, Vacation Instruments, Additional Closing Exhibits and Legal Descriptions, Grade Certifications, Rail Certifications, and any other survey services above those listed.
11. Demolition plans
12. City Encroachments Agreements
13. Landscape Architecture
14. CLOMR, LOMR
15. Design of off-site spoil/borrow sites for excavated materials
16. TDLR (TSA/ADA) review shall be by third party reviewer.
17. Services of Special consultants
18. Any SUE services beyond 3 test holes for location of existing water lines.
19. Centerline staking for utility coordination beyond a one time effort.
20. 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.
21. Pipeline cleaning or CCTV (video inspections) of any pipelines beyond the approximate 550 LF of sanitary sewer.

EXHIBIT B

PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A. Preliminary Design Plans (30%)
(Expected Completion:60 days after NTP) $31,255.00

B. Intermediate Design Plans (60%)
(Expected Completion: 45 days after receipt of comments) $43,950.00

C. Final Design/Construction Plans (90%, 100%)
(Expected Completion: 30 days after receipt of comments) $15,135.00

D. Bid Phase Services
(Expected Completion: 30 days after receipt of comments) $3,670.00

E. Construction Phase Services $10,980.00

Total Basic Services (Lump Sum) ***$104,990.00***

II. Special Services

Descriptive instruments for 4 parcels at $1600 each:	$6,400.00
Design Surveying	$20,325.00
Stake Centerline for Utility Coordination (1 time)	$1,710.00
Leve Su sur ace ti it n ineerin	
Identification for 3 utilities at $1375 each:	$4,125.00
Leve Su sur ace ti it n ineerin	
Identifications for 2 Days at $5376/Day	$10,752.00
CCTV and Pipe cleaning (if necessary) of Exist SS	$11,825.00

Total Authorized Special Services ***$55,137.00***

Project Budget, Grand Total (Not-To-Exceed) ***$160,127.00***

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall 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.

9. Te t shou d not e sma er than . on a u si e sheet and shou d e a ont such at 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 Consu tant s su se uent a ment s or services however this sha not e Cit s so e 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. Com etion o Cit s Standard Mi ea e Lo is re uired or su mitta o these char es or 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 a roved Cit s ro ect Mana er 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 documentin these char es. Com etion o Cit s re roduction o is re uired 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 documentin these char es. Com etion o Cit 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 o Consu tant and or Consu tant s em o ees. Consu tant a rees to ace 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 Cit s currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

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 su sistence e enses u on rior written a rova Cit s ro ect 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 ado ted o ic . rior to the event Consu tant sha re uest and Cit s Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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 sha have a minimum ratin o .M. est s e Ratin uide 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 to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – means that the ollowing coverage(s) is required for this Agreement.

		Coverage Required	Limits
_X_	1.	Wor er s Com ensation m o er s Lia i it	▪ Statutory Limits of the State of Texas
_X_	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

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_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 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.

_X_ 8. Thirt 3 da s notice o cance ation non-renewal, or material change re uired. The words endeavor to and ut ai ure to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance com an has a minimum ratin o .M. est s e 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 — 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.**

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

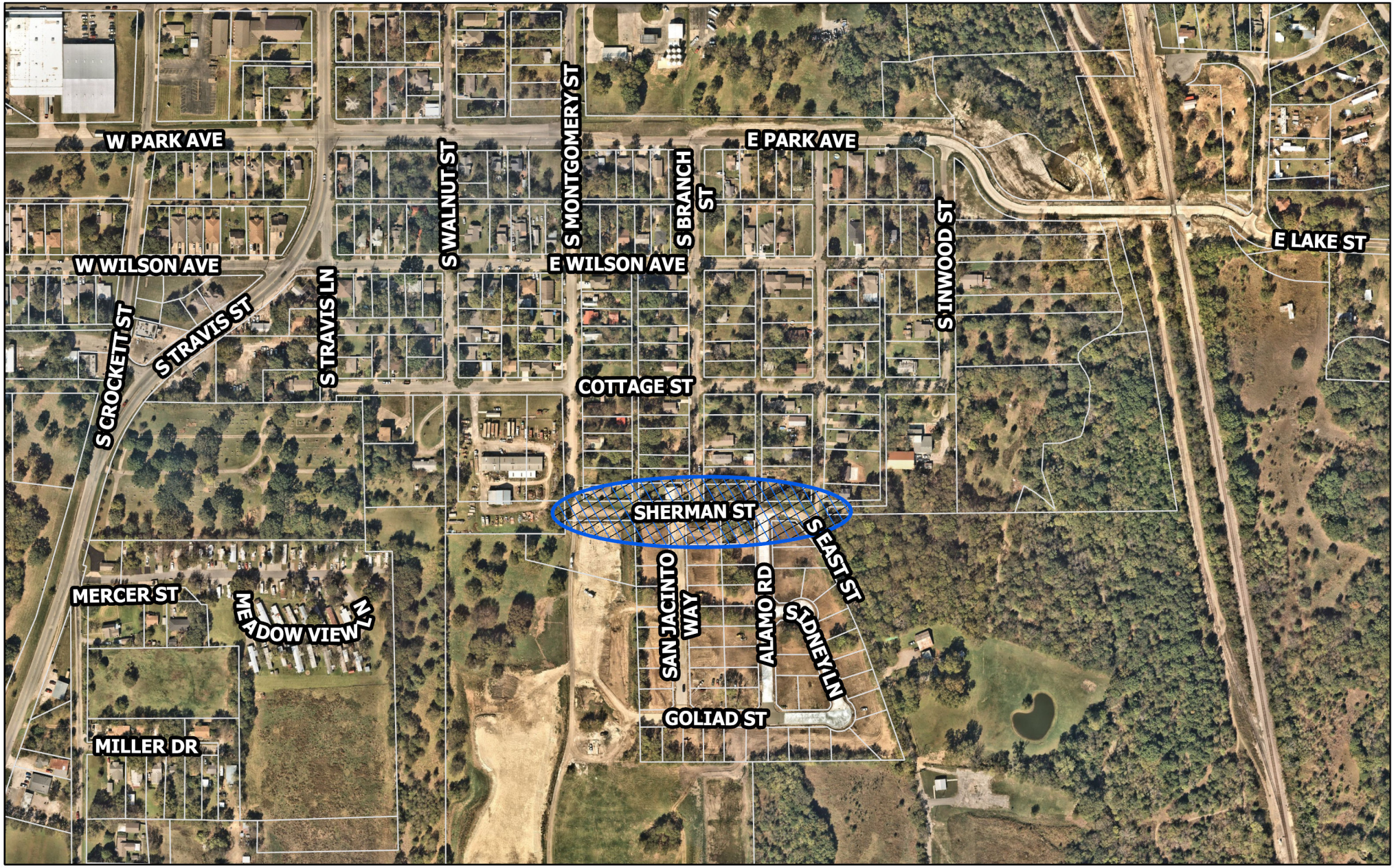
5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

Sherman St
Between Montgomery St and East St

N
W E
S

Date: 10/11/2022 11:30 AM Scale: 1:4,598

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 8.**

Meeting Date: 10/17/2022
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6972

Approving the Greater Texoma Utility Authority's Intention to Contract with H2O Innovation USA, Inc. for the Sherman Water Treatment Plant Expansion Package 1 - Membrane System Expansion Project and the rejection of Bid Items 2, 3 and 4 for budget limitations and non-responsive bids.

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the Sherman WTP Expansion Package 1 - Membrane System Expansion Project

Background:

In an effort to accelerate the construction of the water treatment plant upgrade, City of Sherman and Garver Engineers recommended advertising and procuring known materials in advance of procuring a contractor. In response to an advertisement for material bids on July 22 and the subsequent bid opening on August 15th, we recommend the pre-procurement purchase of materials for the 5 million gallon per day water treatment plant expansion project.

Origination:

Engineering Department

Financial Consideration:

The project is funded through the Greater Texoma Utility Authority (GTUA) 2022 Open Market Bond. Costs of this portion of the equipment is $2,428,869.00, for the Sherman WTP Expansion Package 1 - Membrane System Expansion Project and reject Bid Items 2, 3 and 4.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to contract with H2O Innovation for Bid Item 1 and reject Bid Items 2, 3 and 4.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6972
Recommendation Letter & Bid Tab

RESOLUTION NO. 6972

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH H20 INNOVATION USA, INC FOR THE SHERMAN WATER TREATMENT PLANT EXPANSION PACKAGE 1 – MEMBRANE SYSTEM EXPANSION PROJECT AND THE REJECTION OF BID ITEMS 2, 3 AND 4 FOR BUDGET LIMITATION AND NON-RESPONSIVE BIDS; 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 Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with H2O Innovation USA, Inc in the total amount of Two Million Four Hundred Twenty-Eight Thousand Eight Hundred Sixty-Nine Dollars and Zero Cents ($2, 428,869.00) for the Sherman Water Treatment Plant Expansion Package 1 – Membrane System Expansion Project.

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 October, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

10/12/2022

City of Sherman
Attn: Tom Pruitt, P.E.
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091

Re: City of Sherman
Sherman Water Treatment Plant Expansion Package 1
Recommendation of Award and Rejection

Dear Mr. Pruitt:

Bids were received for the Sherman Water Treatment Plant Expansion Package 1 project at the Sherman City Hall at 3:00 PM on August 29, 2022. The bids have been checked for accuracy and for compliance with the contract documents. A total of three bidders submitted bids on the project for different bid items. A summary of the as-read bid results can be found in the attached bid tabulation.

A total of two bids were received for Bid Item 1. H2O Innovation, Inc. submitted the low bid for the project on Bid Item 1 in the amount of $2,178,869.00. The Owner s Contin enc owance is specified as $250,000, which brings the total recommended award amount of Bid Item 1 to $2,428,869.

We believe that the bid submitted by H2O Innovation, Inc. for Bid Item 1 represents a good value for the City of Sherman. Contingent upon successful negotiation of terms with H2O Innovation, Inc., we recommend that the construction contract for Bid Item 1 of the " Sherman Water Treatment Plant Expansion Package 1" be awarded to H2O Innovation, Inc.

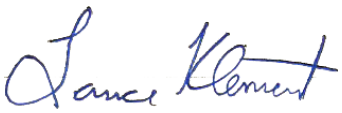
A total of two bids were received for Bid Items 2 and 3, with one of those bids also including Bid Item 4. Both bids are recommended to be rejected for the following reasons:

- ustin In rastructure s id is considered non-responsive due to non-compliance. Austin stated that their bid was priced as a complete project and that they will not separate their bid items, which is non-compliant with Section 00 21 13 – Instructions to Bidders for Procurement Contract.
- Smith um Co. Inc s id is considered non-res onsive due to the rice e ceedin the Cit s budget.

The bids have been graded according to the scoring criteria listed in the bid documents. The scores for each bid item and bidder can be found in the attached Bid Scoring Summary document.

Please call me if you have any questions.

Sincerely,
GARVER, LLC



Lance Klement, P.E.
Senior Project Manager

Attachments: Bid Tabulation
Bid Scoring Summary

Project: City of Sherman WTP Expansion Project Package 1
Owner: City of Sherman, TX
Owner Project No. Public Works #1505-U, 2022-17
Bid Opening: August 29th, 2022

Bid Tabulation - As-Read Bid Results

Cost

Biddder	Bid Item 1	Bid Item 2	Bid Item 3	Bid Item 4	Total Lump Sum	Total Bid Price with Contingency
H2O Innovation, Inc.	$2,178,869.00	N/A	N/A	N/A	$2,178,869.00	$2,428,869.00
Smith Pump Co., Inc.	N/A	$313,000.00	$381,307.00	N/A	$694,307.00	$694,307.00
Austin Infrastructure	$3,146,000.00	$270,000.00	$250,000.00	$1,700,000.00	$5,366,000.00	$5,616,000.00

Manufacturer

Bid Item 1	H2O Innovation, Inc.	Smith Pump Co., Inc.	Austin Infrastructure
UF Membranes	H2O Innovation, Inc.	N/A	Westech
RO Membranes	H2O Innovation, Inc.	N/A	Westech
End Suction Pumps	H2O Innovation, Inc.	N/A	ITT Goulds
Bid Item 2			
RO Feed Pump	N/A	Flowserve	Afton
Bid Item 3			
High Service Pump	N/A	Byron Jackson	Simflo
Bid Item 4			
Variable Frequency Drives	N/A	N/A	Square D
MCCs	N/A	N/A	Square D
Switchboard	N/A	N/A	Square D
XFMR, Panelboard	N/A	N/A	Square D

Anticipated Delivery Dates

Bid Item 1	H2O Innovation, Inc.	Smith Pump Co., Inc.	Austin Infrastructure
UF Membranes	3-4 weeks	N/A	7/27/2023
RO Membranes	10-12 weeks	N/A	7/27/2023
End Suction Pumps	26 weeks	N/A	8/10/2023
Bid Item 2			
RO Feed Pump	N/A	DEC2023	6/29/2023
Bid Item 3			
High Service Pump	N/A	DEC2023	6/1/2023
Bid Item 4			
Variable Frequency Drives	N/A	N/A	11/2/2023
MCCs	N/A	N/A	8/18/2023
Switchboard	N/A	N/A	1/11/2023
XFMR, Panelboard	N/A	N/A	4/21/2023

Sherman WTP Pre-Purchase Bid Scoring Summary

10/12/2022

Bid Item	H2O Innovation	Smith Pump Co.	Austin	Recommendation of Action
Bid Item 1: Membranes	82%	N/A	63%	Award H2O Innovation.
Bid Item 2: RO Feed Pump	N/A	66%	68%	Reject Austin for non-compliance with bid evaluation criteria. Reject Smith Pump for exceeding budget.
Bid Item 3: High Service Pump	N/A	60%	74%	Reject Austin for non-compliance with bid evaluation criteria. Reject Smith Pump for exceeding budget.
Bid Item 4: Electrical Gear	N/A	N/A	50%	Reject Austin for non-compliance with bid evaluation criteria.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 9.**

Meeting Date: 10/17/2022

Prepared By: Jim Cross, Water Systems Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6973

Authorizing the Purchase of a 28 X 60 New Modular Building for the Water Treatment Plant from PALOMAR MODULAR BUILDINGS

Issue:

Additional office and storage space is needed for the Water Quality Department.

Background:

Due to the increase in the City's growth and development, the Water Quality Department has added personnel in order to keep up with the increased demand of water quality monitoring and sampling of the distribution system. The added personnel has exceeded the current office and storage space at the Water Treatment Plant. The modular building will provide the needed office space for employee workstations, lab and storage.

Origination:

Water Treatment Plant

Financial Consideration:

$130,171 for Palomar Modular Buildings LLC. Funding will be through the Utility Improvement Fund. Palomar Modular Buildings has cooperative purchasing agreements with BuyBoard and TIPS.

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by Council

Attachments

Resolution No. 6973
Palomar Proposal
Floor Plan
Palomar Purchasing Coops

RESOLUTION NO. 6973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 28 X 60 NEW MODULAR BUILDING FOR THE WATER TREATMENT PLANT FROM PALOMAR MODULAR BUILDINGS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Palomar Modular Buildings through TIPS for the purchase of a new modular building for the Water Treatment Plant a total price of One Hundred Thirty One Thousand One Hundred Seventy One Dollars and Zero Cents ($130,171.00). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's Utility Improvement Fund.

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 October, 2022.

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

PALOMAR
MODULAR BUILDINGS

505 North I-35 East, DeSoto, Texas 75115 P 469.727.0727 F 469.727.0728 866.912.4587
www.palomarmodularbuildings.com

September 22, 2022

Michelle Reed
City of Sherman
Sherman, TX

Thank you for your interest in Palomar Modular Buildings LLC. The price reflected below for new 28'x60' (nominal dimensions) Office Building, manufactured, delivered, and set in Sherman, TX is based on the attached specifications.

1. The purchase price as specified is **$130,171.** The purchase price does not include poured concrete footers, canopies, handicap ramps, steps, gutters, self-contained fire alarm, low voltage equipment, utility hookups, site work, taxes or permits. It is assumed that the site can support the building, is relatively level and easily accessible.

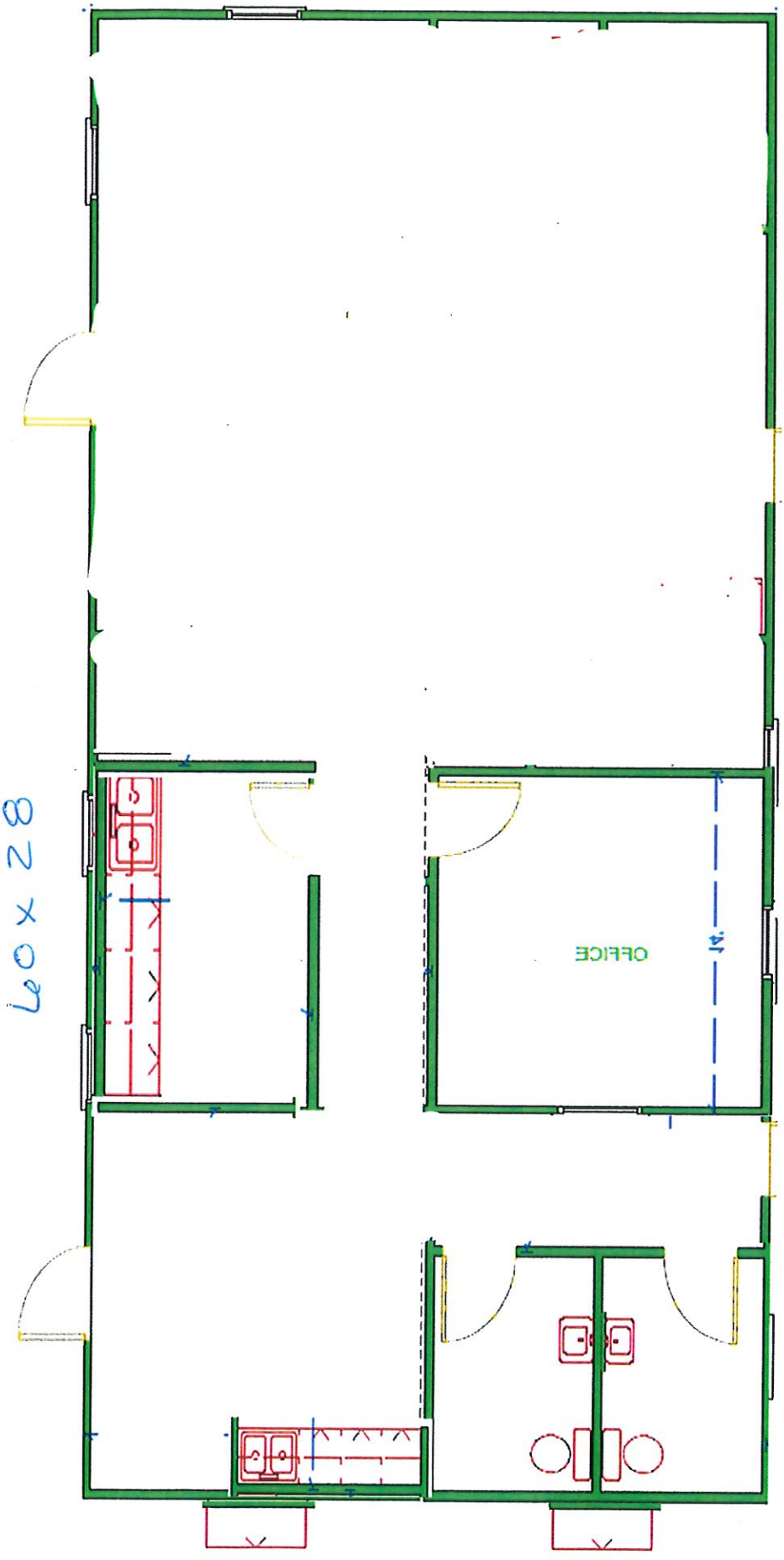
2. The building will be built in compliance with the International Building, Plumbing and mechanical codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code. Cost to comply with local codes beyond the attached floor plan and specifications is the responsibility of the owner.

3. ***Due to the volatility in lumber and other commodity markets we can only honor prices for 30 days.***

4. Prices are valid for 30 days. Our payment terms are 80% due when buildings are delivered and the final 20% due after completion of installation by PMB set crew.

Sincerely,

Jane Tavern
Business Development
Palomar Modular Buildings LLC
O-469-727-0727
C-214-546-2843


40 x 28
OFFICE



Purchasing Cooperatives

Palomar Modular Buildings has purchasing agreements in place with a number of cooperative purchasing organizations that enable their members to buy direct. Purchasing direct from the manufacturer through a cooperative purchasing agreement removes dealer markups, shortens the procurement cycle, and assures low bid pricing. Plans can be customized to meet the customer's specific needs, or can be chosen from a range of floor plans approved by the purchasing cooperatives.

Palomar has purchasing agreements with the following purchasing cooperatives

BuyBoard

The Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized online purchasing system, called the BuyBoard. Combining the purchasing power of local governments provides members the leverage to achieve better pricing on products, equipment, and services they use every day. There is power in numbers, and BuyBoard has delivered the vast economies of scale in purchasing products and services to members since 1998.
https://www.tasb.org/Services/BuyBoard.aspx

The Interlocal Purchasing System (TIPS)

Palomar has recently been approved for Texas, Oklahoma, New Mexico, and Louisiana vendor list. The TIPS purchasing cooperatives have joined together government entities, in multiple states, to increase their buying power in acquiring products and services; lowering administrative procurement costs; and improving overall business performance at each entity. Other benefits include centralized vendor listing; e-commerce store; toll-free helpline; competitively bid procurement process and vendor/member reporting service.
https://www.tips-usa.com/

Get A Free Estimate

Tell us what you need and we will give you a Free, no obligation estimate

First Name

Last Name

Company

State

Email

(000) 000-0000

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 10.**

Meeting Date: 10/17/2022

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6974***

Authorizing the Purchase of a New 2023 T480 Kenworth Dump Truck from MHC Kenworth for the Street Maintenance Department through Sourcewell.

Issue:

To consider approval of a resolution to purchase a new 2023 Kenworth T480 Dump Truck from MHC Kenworth Dallas through Sourcewell for use within the Street Maintenance Department.

Background:

The requested purchase is a new purchase to be used in the Street Maintenance Department. The dump truck will be used to haul asphalt for paving the city streets.

Origination:

Department of Public Works

Financial Consideration:

The new Kenworth Dump Truck will be purchased from MHC Kenworth Dallas for $178,589.59 through Sourcewell. Funding for the purchase was appropriated in the fiscal year 2022-2023 Street Maintenance Department budget. Funding for this dump truck, and for the equipment and dedicated crew for major street rebuilds will be from Certificates of Obligation to be issued in 2023.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2023 Kenworth T480 Dump Truck from MHC Kenworth Dallas through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6974
Kenworth Quote
Sourcewell Agreement

RESOLUTION NO. 6974

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2023 KENWORTH T480 DUMP TRUCK FROM MHC KENWORTH FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth through Sourcewell a new 2023 Kenworth T480 Dump Truck at a total price of One Hundred Seventy Eight Thousand Five Hundred Eighty Nine Dollars and Fifty Nine Cents ($178,589.59). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 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 October, 2022.

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

NEW TRUCK ORDER

TEXAS KENWORTH CO, LLC ("Dealer")
doing business as: MHC KENWORTH - DALLAS

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER			ADDRESS					
City of Sherman			PO Box 1106					
BUSINESS PHONE	OTHER PHONE		CITY		STATE	ZIP CODE	COUNTY	DATE
903-892-7309	903-891-0255		Sherman		TX	75091-1106	GRAYSON	10/06/2022
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE			SALESPERSON	
1	2023	KW	T480				EARL TUCKER	
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE	
				01/26/2023			Cash	
SERIAL NUMBERS								
PRICE OF VEHICLE(s) INCLUDING FET								$177,849.55

Priced with Sourcewell-Goverment & Municipality purchase program.
City of Sherman a member since 10-10-2013. Membership # 95728
Body is supplied by Warren mfg.
15' 13/15 yd. capacity Warren dump body direct mount pto & pump, mesh tarp, air tailgate & 1/2 cab shield.
Kenworth Contract # 060920-KTC
#9210159

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			
YEAR	MAKE	MODEL	
			SUBTOTAL $177,849.55
			BUSINESS TAX
SERIAL NUMBER		MILEAGE	SALES TAX
			VIT TAX $385.04
BALANCE OWED TO		TRADE DIFFERENCE	DOCUMENTATION FEE $295.00
			REGISTRATION FEES $60.00
			TOTAL DELIVERED PRICE $178,589.59
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
			CASH DUE ON DELIVERY (Includes above Taxes, but may not be Inclusive of all Applicable Taxes)
			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due In Cash on Delivery $178,589.59

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

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TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 11.**

Meeting Date: 10/17/2022

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6975***

Authorizing the Purchase of a New 2023 Kenworth T480 Dump Truck from MHC Kenworth for the Distribution Services Department through Sourcewell

Issue:

To consider approval of a resolution to purchase a new 2023 Kenworth T480 Dump Truck with hitch from MHC Kenworth Dallas through Sourcewell for use within the Distribution Services Department.

Background:

The requested purchase is a new purchase to be used in the Distribution Services Department. The dump truck will be used to haul rock and sand to job sites for water and sewer line installs. The new dump truck will also be used to pull other equipment to the job sites.

Origination:

Department of Public Works

Financial Consideration:

The new Kenworth Dump Truck will be purchased from MHC Kenworth Dallas for $182,126.94 through Sourcewell. Funding for the purchase was appropriated in the fiscal year 2022-2023 Distribution Services Department budget and is through Tax Notes expected to be issued in December.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2023 Kenworth T480 Dump Truck from MHC Kenworth Dallas through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6975
Sourcewell Agreement
Kenworth Quote

RESOLUTION NO. 6975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2023 KENWORTH T480 DUMP TRUCK FROM MHC KENWORTH FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth through Sourcewell a new 2023 Kenworth T480 Dump Truck with hitch kit at a total price of One Hundred Eighty Two Thousand One Hundred Twenty Six Dollars and Ninety Four Cents ($182,126.94). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 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 October, 2022.

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

NJPA

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Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

MHC

TEXAS KENWORTH CO, LLC ("Dealer")
doing business as: MHC KENWORTH - DALLAS

NEW TRUCK ORDER

New quote 10-6-22

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER			ADDRESS				
City of Sherman			PO Box 1106				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
903-892-7309	903-891-0255		Sherman	TX	75091-1106	GRAYSON	10/06/2022
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2023	KW	T480			EARL TUCKER	
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT		FINANCIAL SOURCE	
				01/26/2023		Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET							$181,379.25

Priced with Sourcewell-Goverment & Municipallty purchase program.
City of Sherman a member since 10-10-2013. Membership # 95728
Body is supplied by Warren mfg.
15' 13/15 yd. capacity Warren dump body direct mount pto & pump, mesh tarp, air tailgate & 1/2 cab shield with pup hitch kit.
Kenworth Contract # 060920-KTC
#9210159

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			
YEAR	MAKE	MODEL	
			SUBTOTAL $181,379.25
			BUSINESS TAX
SERIAL NUMBER		MILEAGE	SALES TAX
			VIT TAX $392.69
BALANCE OWED TO		TRADE DIFFERENCE	DOCUMENTATION FEE $295.00
			REGISTRATION FEES $60.00
			TOTAL DELIVERED PRICE $182,126.94
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
			CASH DUE ON DELIVERY (Includes above Taxes, but may not be Inclusive of all Applicable Taxes)
			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery $182,126.94

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

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TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 12.**

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6976***

Authorizing the Purchase of Six New Chevy Tahoes and Two New Ford Explorers from Silsbee Ford, INC through TIPS Purchasing Cooperative for the Sherman Police Department

Issue:

To consider approval of a resolution to purchase six (6) new Chevy Tahoes and two (2) new Ford Explorers from Silsbee Ford through TIPS Purchasing Cooperative for the Sherman Police Department

Background:

The estimated cost for the purchase of these eight (8) vehicles is $317,701.50 through the TIPS Purchasing Cooperative.

The Tahoes will be used as patrol vehicles ($242,088) and the Explorers will be used for CID vehicles ($75,613.50).

The Tahoes are funded through Tax Notes to be issued in December. The Explorers are funded with revenue from the General Fund.

Origination:

Police Department

Financial Consideration:

The Police Tahoes will be funded through the FY2022-2023 Tax Notes.

Staff Recommendation:

It is recommended that staff be authorized to purchase the eight (8) vehicles through TIPS.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6976
Quote - Tahoe
Quote - Explorer
TIPS Interlocal Agreement

RESOLUTION NO. 6975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2023 KENWORTH T480 DUMP TRUCK FROM MHC KENWORTH FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from MHC Kenworth through Sourcewell a new 2023 Kenworth T480 Dump Truck with hitch kit at a total price of One Hundred Eighty Two Thousand One Hundred Twenty Six Dollars and Ninety Four Cents ($182,126.94). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 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 October, 2022.

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

HALOZ 36 CORP

Haloz36 Corp
7350 N FM 1417
Suite 103
Denison, TX 75020
469-860-6793

Estimate	E 103
Date	/ /
Date Open	10/04/2022

Sold To : 892-7290 903

SHERMAN POLICE DEPARTMENT
317 S. TRAVIS ST

SHERMAN TX 75090 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
justanb	CHGWHL	16:41:21				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description	Price	Amount
	LABOR 95.00 PER HOUR - INSTALLATION OF THE FOLLOWING EQUIPMENT	95.00	3135.00
2.000	WHEAVC21RB AVENGER II DUAL SOLO RED/BLUE	278.36	556.72
6.000	WHEI3JC ION TRIO, RED/BLUE/WHITE, INDIVIDUAL CONTROL OF EACH COLOR, UNIVERSAL MOUNT LED, FRONT/SIDES OF PUSH BUMPER, REAR LICENSE PLATE, FOG LIGHT AREA	149.88	899.25
1.000	WHEMBCT21 MIRROR BEAMS TAHOE 21, WHELEN	332.75	332.75
1.000	INVCON-DN-TAH21 CONSOLE, DUAL NOTCHED, TAHOE, 11" SLOPE, 2" FLAT, INCLUDES DUAL CUPHOLDER, ARMREST, STANDARD FACE PLATES AND MOUNTING KIT	625.00	625.00
1.000	INVACC-CON-SMS-LP ACCESSORY, CONSOLE, SINGLE MIC STAND, LOW PROFILE	22.77	22.77
1.000	INVACC-SVL-TAH21 SCREEN MOUNT, SWIVEL, ASSEMBLY, TAHOE 21, POWDER COATED (*SHORT CLEVIS REQUIRED**NOT INCLUDED)	316.10	316.10
1.000	GAM7160-0783 SHORT CLEVIS, LOW PROFILE, TILT SWIVEL MOTION DEVICE W/ QUICK ADJUST HANDLE, GAMBER JOHNSON	80.94	80.94
1.000	INVESFF-ET-TAH21DSBL ELECTRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, W/ DUAL SIDE BOXES, FRONT SIDEBOX EQUIPED WITH LOCKING LATCH, REAR WITH MAGNET CATCH INTENDED FOR FLARES, INCLUDES HINGED LID OVER PAKAGE TRAY, AND	1661.50	1661.50

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts.....	18857.13
Labor.....	3135.00

This invoice is due 30 days following the invoice date. Thank You for keeping your account current, please make checks payable to Haloz36 Corp

Authorized By

TOTAL

Continued

Haloz36 Corp
7350 N FM 1417
Suite 103
Denison, TX 75020
469-860-6793

Estimate	E 103
Date	/ /
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317 S. TRAVIS ST

SHERMAN TX 75090 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
justanb	CHGWHL	16:41:21				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description	Price	Amount
	ORGANIZER UNDER LID, TAHOE 2021, POLY COATED		
1.000	INVWG-LWF-TAH21 WINDOW GUARD, LEXAN WINDOW AND FRAME, INCLUDES PASSENGER AND DRIVER SIDE, POWDER COATED FRAME	413.46	413.46
1.000	WHEEB2SP3J-PKG LIGHTBAR PACKAGE, 54" SINGLE COLOR, RED, BLUE, AMBER, AND/OR WHITE, LEGACY DUO WCX, INCLUDES STPKT101, C399, CCTL6, C399K6, SAK70, SA315U	2175.00	2175.00
1.000	WHESTPKT101 WHELEN STRAP KIT 2021 TAHOE	31.25	31.25
1.000	WHEC399 CONTROL MODULE, CENCOM, FLASHING OUTPUTS, INCLUDES 3 CAN PORTS, CONTROLS UP TO 99 DEVICES/REMOTE MODULES, CONTROL HEADS PURCHASED SEPARATELY	500.00	500.00
1.000	WHECCTL7 CONTROL HEAD, 3 SECTION, 21 PUSH BUTTONS, 4 POSITION SLIDE SWITCH, MICROPHONE WITH EXTENSION CABLE	250.00	250.00
1.000	WHEC399K6 INSTALLATION KIT FOR CENCOM C399, TAHOE 21+ (NOT FOR USE WITH CORE-R)	62.50	62.50

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317 S. TRAVIS ST

SHERMAN TX 75090 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
justanb	CHGWHL	16:41:21				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description		Price	Amount
1.000	WHESA315U	SPEAKER, NYLON COMPOSITE	170.68	170.68
1.000	WHESAK70	MOUNTING BRACKET, TAHOE 21+, DRIVER OR PASSENGER SIDE	61.25	61.25
1.000	WHECEM16	16 OUTPUT, 4 INPUT WeCanX EXPANSION MODULE	181.78	181.78
1.000	WHECV2V	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA	231.00	231.00
1.000	WHEMBIONR	ION LIGHTHEAD SOLO RED	0.00	
1.000	WHEMBIONB	ION LIGHTHEAD SOLO BLUE	0.00	
2.000	WHETCRWX5	TRACER WeCanX 5 LAMP ARRAY, REQUIRES 5 LIGHTHEADS, "L" BRACKET MOUNTING (6 REQUIRED), OR VEHICLE SPECIFIC MOUNTING PURCHASED SEPARATELY *INCLUDES 1 TCRWXPJC AND 4 TCRWXSJC*	790.00	1580.00
2.000	WHETCRB54A	TRACER LIGHT MOUNTING KIT, TAHOE 21+, 5 LAMP OR 6 LAMP TRACER, EACH (REPLACES TCRB54) *RUNNING BOARD MOUNTING KIT*	0.00	
2.000	WHETCRWXPJC	TRACER LIGHTHEAD, PRIMARY TRIO, INCLUDES LAMP DRIVER, ONE REQUIRED IN POSITION 1, FOR EACH TRIO TRACER, RED/BLUE/WHITE, ADD EACH	0.00	
8.000	WHETCRWXSJC	TRACER LIGHTHEAD, SECONDARY TRIO, RED/BLUE/WHITE, ADD EACH	0.00	

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justanb	CHGWHL	16:41:22				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description		Price	Amount
1.000	WHEIONBKT1 BRACKET, LICENSE PLATE, 2 ION LIGHTHEADS, UNIVERSAL, HORIZONTAL MOUNT		27.56	27.56
2.000	WHEVTX609J	VERTEX SPLIT RED/BLUE	83.63	167.25
2.000	WHEVTXFB	VERTEX FLANGE KIT BLACK	7.88	15.75
2.000	WHETLI2J	ION T-SERIES DUO RED/BLUE	124.03	248.05
2.000	WHETIONMLB	SURFACE MOUNT FLANGE FOR TLMI	9.85	19.70
1.000	JOT475-1657 SPACE CREATOR PARTITION - HIGH SECURITY/HIGH VISIBILITY WINDOW		723.11	723.11
1.000	JOT475-1743 REPLACEMENT BIO SEAT SYSTEM (INCLUDES REAR CARGO BARRIER)		1278.00	1278.00
1.000	SETBK0534TAH21	PUSH BUMPER PB400 21 TAHOE	654.34	654.34
2.000	BLA1082	BLACK RAC MULTI-WEAPON GUN RAC	470.00	940.00
1.000	BLA10TCHANNELMOUNT	BLAC RAC 10" T-CHANNEL MOUNT	32.94	32.94
1.000	BLAARRETENTIONPOST	BLAC RAC AR RETENTION POST	37.65	37.65
1.000	AFSTAHOEKIT WIRING HARNESS TAHOE 22, FULL ASSEMBLY, INCLUDES MAIN HARNESS (MW-DC25-2), FRONT HARNESS (MW-B22-PB), REAR HARNESS (UB-RLH13-C-PPWC), UNDERHOOD POWER (12-WCX-PWR36)		950.00	950.00

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SHERMAN TX 75090 USA

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justanb	CHGWHL	16:41:22				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description		Price	Amount
1.000	WHED8	DOMINATOR 8 LAMP KIT TIR3	568.46	568.46
	KIT INCLUDES 8 D LIGHTS*			
1.000	WHEDB	LIGHTHEAD, TIR3 BLUE (NO CHARGE WHEN ORDERED WITH D8)	0.00	
1.000	WHEDR	LIGHTHEAD, TIR3 RED, NO CHARGE WHEN ORDERED WITH D8	0.00	
1.000	INVBOX-SD-382112	BOX, SINGLE DRAWER, 38" X 21" X 12", INCLUDES DUAL LOCKING PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED	949.00	949.00
1.000	INVMMSU-1	MAGNETIC MIC CLIP SINGLE UNIT	25.00	25.00
1.000	STN75899	FLASHLIGHT, STINGER DS HPL	168.37	168.37
1.000	H36PAINT	PAINT	750.00	750.00
1.000	H36GRAPHICS	GRAPHICS	1000.00	1000.00
1.000	H36TINT	WINDOW TINT	150.00	150.00

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Labor.....	3135.00

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Authorized By

TOTAL **21992.13**

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: SHERMAN PD
Contact:
Email:
Product Description: FORD EXPLORER

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Date: September 23, 2022

A. **Bid Item:** _____ **A. Base Price:** $ 28,418.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K7B	2023 EXPLORER RWD	$ 8,995.00	100A	ORDER CODE XL	
99H	2.3L I4 ECOBOOST ENGINE	$ -			
44T	10 SPEED TRANS	$ -			

Total of B. Published Options: $ 8,995.00

Published Option Discount (5%) $ -

C. **Unpublished Options** $= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- BLACK	
		INTERIOR-SAND STONE CLOTH	
		143786	
		143787	

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):**

E. **Lot Insurance (for in-stock and/or equipped vehicles):**

F. **Contract Price Adjustment:** _____

G. **Additional Delivery Charge:** 225 $ 393.75

H. **Subtotal:** $ 37,806.75

I. **Quantity Ordered** 2 x H = $ 75,613.50

J. **Trade in:** _____ $ -

K.

L. **Total Purchase Price** $ 75,613.50

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
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Role of the Public Entity:
1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

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This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: Robby Hefton
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: David Wayne Fitts
Authorized Signature

Title: Executive Director Region VIII ESC

June 7, 2017
Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 13.**

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6977***

Authorizing the Purchase of Vehicle Upfitting from Haloz36Corp Through TIPS Purchasing Cooperative for the Sherman Police Department Patrol Vehicles

Issue:

To consider approval of a resolution to purchase Vehicle Upfitting from Haloz36Corp through TIPS Purchasing Cooperative for the Sherman Police Department. Upfitting involves installing light bars and other specialized modifications to the patrol vehicles.

Background:

Each of the equipment to be added to the six new patrol vehicles will cost $21,992.13 each, for a total cost of $131,952.78

Origination:

Police Department

Financial Consideration:

The Police Tahoes and the related equipment will be funded through the FY2022-2023 Tax Notes expected to be issued in December.

Staff Recommendation:

It is recommended that staff be authorized to purchase of the vehicle upfittings.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6977

Quote

TIPS Interlocal Agreement

RESOLUTION NO. 6977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VEHICLE UPFITTING FROM HALOZ36CORP THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT PATROL VEHICLES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Haloz36Corp through TIPS for the purchase of upfitting for six new patrol vehicles for the Sherman Police Departme a total price of One Hundred Thirty One Thousand Nine Hundred Fifty Two dollars and Seventy Eight cents ($131,952.78). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 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 October, 2022.

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

HALOZ 36 CORP

Haloz36 Corp
7350 N FM 1417
Suite 103
Denison, TX 75020
469-860-6793

Estimate	E 103
Date	/ /
Date Open	10/04/2022

Sold To : 892-7290 903

SHERMAN POLICE DEPARTMENT
317 S. TRAVIS ST

SHERMAN TX 75090 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
justanb	CHGWHL	16:41:21				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description	Price	Amount
	LABOR 95.00 PER HOUR - INSTALLATION OF THE FOLLOWING EQUIPMENT	95.00	3135.00
2.000	WHEAVC21RB AVENGER II DUAL SOLO RED/BLUE	278.36	556.72
6.000	WHEI3JC ION TRIO, RED/BLUE/WHITE, INDIVIDUAL CONTROL OF EACH COLOR, UNIVERSAL MOUNT LED, FRONT/SIDES OF PUSH BUMPER, REAR LICENSE PLATE, FOG LIGHT AREA	149.88	899.25
1.000	WHEMBCT21 MIRROR BEAMS TAHOE 21, WHELEN	332.75	332.75
1.000	INVCON-DN-TAH21 CONSOLE, DUAL NOTCHED, TAHOE, 11" SLOPE, 2" FLAT, INCLUDES DUAL CUPHOLDER, ARMREST, STANDARD FACE PLATES AND MOUNTING KIT	625.00	625.00
1.000	INVACC-CON-SMS-LP ACCESSORY, CONSOLE, SINGLE MIC STAND, LOW PROFILE	22.77	22.77
1.000	INVACC-SVL-TAH21 SCREEN MOUNT, SWIVEL, ASSEMBLY, TAHOE 21, POWDER COATED (*SHORT CLEVIS REQUIRED**NOT INCLUDED)	316.10	316.10
1.000	GAM7160-0783 SHORT CLEVIS, LOW PROFILE, TILT SWIVEL MOTION DEVICE W/ QUICK ADJUST HANDLE, GAMBER JOHNSON	80.94	80.94
1.000	INVESFF-ET-TAH21DSBL ELECTRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, W/ DUAL SIDE BOXES, FRONT SIDEBOX EQUIPED WITH LOCKING LATCH, REAR WITH MAGNET CATCH INTENDED FOR FLARES, INCLUDES HINGED LID OVER PAKAGE TRAY, AND	1661.50	1661.50

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts.....	18857.13
Labor.....	3135.00

This invoice is due 30 days following the invoice date. Thank You for keeping your account current, please make checks payable to Haloz36 Corp

Authorized By

TOTAL

Continued

Haloz36 Corp
7350 N FM 1417
Suite 103
Denison, TX 75020
469-860-6793

Estimate	E 103
Date	/ /
Date Open	10/04/2022

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justanb	CHGWHL	16:41:21				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description	Price	Amount
	ORGANIZER UNDER LID, TAHOE 2021, POLY COATED		
1.000	INVWG-LWF-TAH21 WINDOW GUARD, LEXAN WINDOW AND FRAME, INCLUDES PASSENGER AND DRIVER SIDE, POWDER COATED FRAME	413.46	413.46
1.000	WHEEB2SP3J-PKG LIGHTBAR PACKAGE, 54" SINGLE COLOR, RED, BLUE, AMBER, AND/OR WHITE, LEGACY DUO WCX, INCLUDES STPKT101, C399, CCTL6, C399K6, SAK70, SA315U	2175.00	2175.00
1.000	WHESTPKT101 WHELEN STRAP KIT 2021 TAHOE	31.25	31.25
1.000	WHEC399 CONTROL MODULE, CENCOM, FLASHING OUTPUTS, INCLUDES 3 CAN PORTS, CONTROLS UP TO 99 DEVICES/REMOTE MODULES, CONTROL HEADS PURCHASED SEPARATELY	500.00	500.00
1.000	WHECCTL7 CONTROL HEAD, 3 SECTION, 21 PUSH BUTTONS, 4 POSITION SLIDE SWITCH, MICROPHONE WITH EXTENSION CABLE	250.00	250.00
1.000	WHEC399K6 INSTALLATION KIT FOR CENCOM C399, TAHOE 21+ (NOT FOR USE WITH CORE-R)	62.50	62.50

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Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description		Price	Amount
1.000	WHESA315U	SPEAKER, NYLON COMPOSITE	170.68	170.68
1.000	WHESAK70	MOUNTING BRACKET, TAHOE 21+, DRIVER OR PASSENGER SIDE	61.25	61.25
1.000	WHECEM16	16 OUTPUT, 4 INPUT WeCanX EXPANSION MODULE	181.78	181.78
1.000	WHECV2V	VEHICLE TO VEHICLE MODULE, INCLUDES INTERNAL ANTENNA	231.00	231.00
1.000	WHEMBIONR	ION LIGHTHEAD SOLO RED	0.00	
1.000	WHEMBIONB	ION LIGHTHEAD SOLO BLUE	0.00	
2.000	WHETCRWX5	TRACER WeCanX 5 LAMP ARRAY, REQUIRES 5 LIGHTHEADS, "L" BRACKET MOUNTING (6 REQUIRED), OR VEHICLE SPECIFIC MOUNTING PURCHASED SEPARATELY *INCLUDES 1 TCRWXPJC AND 4 TCRWXSJC*	790.00	1580.00
2.000	WHETCRB54A	TRACER LIGHT MOUNTING KIT, TAHOE 21+, 5 LAMP OR 6 LAMP TRACER, EACH (REPLACES TCRB54) *RUNNING BOARD MOUNTING KIT*	0.00	
2.000	WHETCRWXPJC	TRACER LIGHTHEAD, PRIMARY TRIO, INCLUDES LAMP DRIVER, ONE REQUIRED IN POSITION 1, FOR EACH TRIO TRACER, RED/BLUE/WHITE, ADD EACH	0.00	
8.000	WHETCRWXSJC	TRACER LIGHTHEAD, SECONDARY TRIO, RED/BLUE/WHITE, ADD EACH	0.00	

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Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
		2022			0/0.0		

Qty	Description		Price	Amount
1.000	WHEIONBKT1 BRACKET, LICENSE PLATE, 2 ION LIGHTHEADS, UNIVERSAL, HORIZONTAL MOUNT		27.56	27.56
2.000	WHEVTX609J	VERTEX SPLIT RED/BLUE	83.63	167.25
2.000	WHEVTXFB	VERTEX FLANGE KIT BLACK	7.88	15.75
2.000	WHETLI2J	ION T-SERIES DUO RED/BLUE	124.03	248.05
2.000	WHETIONMLB	SURFACE MOUNT FLANGE FOR TLMI	9.85	19.70
1.000	JOT475-1657 SPACE CREATOR PARTITION - HIGH SECURITY/HIGH VISIBILITY WINDOW		723.11	723.11
1.000	JOT475-1743 REPLACEMENT BIO SEAT SYSTEM (INCLUDES REAR CARGO BARRIER)		1278.00	1278.00
1.000	SETBK0534TAH21	PUSH BUMPER PB400 21 TAHOE	654.34	654.34
2.000	BLA1082	BLACK RAC MULTI-WEAPON GUN RAC	470.00	940.00
1.000	BLA10TCHANNELMOUNT	BLAC RAC 10" T-CHANNEL MOUNT	32.94	32.94
1.000	BLAARRETENTIONPOST	BLAC RAC AR RETENTION POST	37.65	37.65
1.000	AFSTAHOEKIT WIRING HARNESS TAHOE 22, FULL ASSEMBLY, INCLUDES MAIN HARNESS (MW-DC25-2), FRONT HARNESS (MW-B22-PB), REAR HARNESS (UB-RLH13-C-PPWC), UNDERHOOD POWER (12-WCX-PWR36)		950.00	950.00

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justanb	CHGWHL	16:41:22				

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Qty	Description		Price	Amount
1.000	WHED8	DOMINATOR 8 LAMP KIT TIR3	568.46	568.46
	KIT INCLUDES 8 D LIGHTS*			
1.000	WHEDB	LIGHTHEAD, TIR3 BLUE (NO CHARGE WHEN ORDERED WITH D8)	0.00	
1.000	WHEDR	LIGHTHEAD, TIR3 RED, NO CHARGE WHEN ORDERED WITH D8	0.00	
1.000	INVBOX-SD-382112	BOX, SINGLE DRAWER, 38" X 21" X 12", INCLUDES DUAL LOCKING PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED	949.00	949.00
1.000	INVMMSU-1	MAGNETIC MIC CLIP SINGLE UNIT	25.00	25.00
1.000	STN75899	FLASHLIGHT, STINGER DS HPL	168.37	168.37
1.000	H36PAINT	PAINT	750.00	750.00
1.000	H36GRAPHICS	GRAPHICS	1000.00	1000.00
1.000	H36TINT	WINDOW TINT	150.00	150.00

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Authorized By

TOTAL **21992.13**

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

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This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: Robby Hefton
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: David Wayne Fitts
Authorized Signature

Title: Executive Director Region VIII ESC

June 7, 2017
Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 14.**

Meeting Date: 10/17/2022

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6978***

Authorizing the Purchase of a New Kenworth T480 10-Wheel Dump Truck for the Neighborhood Services Department from MHC Kenworth through the Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new T480 10-Wheel Kenworth dump truck from MHC Kenworth through the Sourcewell Purchasing Cooperative for use within the Neighborhood Services Department.

Background:

In order to properly meet the needs of the quality Neighborhoods program, the Neighborhood Services department requires a dump truck for the demolition crew to haul dirt to demolition sites for grading purposes. Currently, the department must borrow a dump truck from the Street Maintenance department on a weekly basis, causing street repairs to be back-logged.

Sourcewell Purchasing Cooperative analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Their rigorous process is continually refined to best meet member needs and allows them to offer exceptional products from nationally acclaimed vendors. Sourcewell was formerly the National Joint Powers Alliance.

Origination:

Neighborhood Services Department

Financial Consideration:

The new T480 10-Wheel Kenworth dump truck will be purchased from MHC Kenworth for $182,126.94 through the Sourcewell Purchasing Cooperative. Funding for this purchase was approved in the FY 2022-2023 budget through Tax Notes expected to be issued in December.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new T480 10-Wheel dump truck through the Sourcewell Purchasing Cooperative.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6978
MHC Kenworth Dump Truck Quote
Sourcewell NJPA Certificate of Membership

RESOLUTION NO. 6978

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KENWORTH T480 10-WHEEL DUMP TRUCK FOR THE NEIGHBORHOOD SERVICES DEPARTMENT FROM MHC KENWORTH THROUGH THE SOURCEWELL PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is authorized and directed to purchase from MHC Kenworth through the Sourcewell Purchasing Cooperative a new Kenworth T480 10-wheel Dump Truck at a total price of One Hundred Eighty Two Thousand One Hundred Twenty Six Dollars and Ninety Four Cents ($182,126.94). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 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 SHERMAN, TX on this the 17th day of October, 2022.

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

MHC®

TEXAS KENWORTH CO, LLC ("Dealer")

doing business as: MHC KENWORTH - DALLAS

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER			ADDRESS					
City of Sherman			PO Box 1106					
BUSINESS PHONE	OTHER PHONE		CITY		STATE	ZIP CODE	COUNTY	DATE
903-892-7309	903-891-0255		Sherman		TX	75091-1106	GRAYSON	10/06/2022
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE			SALESPERSON	
1	2023	KW	T480				EARL TUCKER	
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE	
				01/26/2023			Cash	
SERIAL NUMBERS								
PRICE OF VEHICLE(s) INCLUDING FET								$181,379.25

Priced with Sourcewell-Goverment & Municipality purchase program.
City of Sherman a member since 10-10-2013. Membership # 95728
Body is supplied by Warren mfg.
15' 13/15 yd. capacity Warren dump body direct mount pto & pump, mesh tarp, air tailgate & 1/2 cab shield with pup hitch kit.
Kenworth Contract # 060920-KTC
#9210159

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			
YEAR	MAKE	MODEL	
			SUBTOTAL $181,379.25
			BUSINESS TAX
SERIAL NUMBER		MILEAGE	SALES TAX
			VIT TAX $392.69
BALANCE OWED TO		TRADE DIFFERENCE	DOCUMENTATION FEE $295.00
			REGISTRATION FEES $60.00
			TOTAL DELIVERED PRICE $182,126.94
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery $182,126.94

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade- in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

Customer Initials _____

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Duff Erholtz, Membership Manager

Competitively Bid National Cooperative Contract Solutions

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 15.**

Meeting Date: 10/17/2022

Prepared By: Junior Jaimes, IT Helpdesk Supervisor

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6979***

Authorizing the Purchase of Computers from Lenovo, Inc through DIR Contract Number TX-DIR-CPO-4839

Issue:

To consider approval of a resolution to purchase desktop computers for the use by the City of Sherman.

Background:

Each year, the City replaces computers that are at the end of their useful life.

Origination:

Information Technology Department

Financial Consideration:

The cost of the computers is $87,370.86. Funding for this purchase was approved in the fiscal year 2022-2023 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase recommended equipment.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6979

City Pcs

Pd Pcs

RESOLUTION NO. 6976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PURCHASE OF COMPUTERS FROM LENOVO, INC THROUGH DIR CONTRACT NUMBER TX-DIR-CPO-4839; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Lenovo, INC through DIR Contract Number TX-DIR-CPO-4839 for computers for the City of Sherman at a total price of Eighty Seven Thousand Three Hundred Seventy Dollars and Eighty Six ($87,370.86). Any agreements related to the purchase must be approved by the City Attorney.

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 October, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Customer Name: CITY OF SHERMAN
Customer Number: 1214778180

Lenovo (United States) Inc.

Quantity Restricted

Bid Request No. BRPNS003166976
Created On: 10-Oct-2022
Last Updated: 10-Oct-2022
Lenovo Master Contract No. MC98292057
Customer Contract No. TX-TXDIR-DIR-CPO-4839

Sales Representative: Isaac Williamson
Phone Number: (919)908-5014
Email: iwilliamson@lenovo.com
Lenovo Pricing Contract: 5321661773
Lenovo Contract Code: CTXTD211

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email if you need further assistance.

PRODUCT AND SERVICE DETAILS

Part Number	Description	F/B	Qty	Unit Price	End Date	Total
11R7S11U00	Desktop TC M75s Gen2 AMD CZ ES_R	F	54	881.62	09-Dec-2022	47,607.48
4X30M39458	Lenovo Essential Wireless Combo Keyboard & Mouse (US English 103P)	F	54	36.44	09-Dec-2022	1,967.76
61F7MAT1US	ThinkVision T24i-20 23.8-inch FHD Monitor	F	108	168.10	09-Dec-2022	18,154.80
0A36190	Lenovo USB Soundbar	F	54	29.99	09-Dec-2022	1,619.46
					Grand Total	**USD 69,349.50**

CONFIGURATION DETAILS

Part Number	SKU (MTM_VK)	Component	Description	Qty
11R7S11U00			Desktop TC M75s Gen2 AMD CZ ES_R	54
	5WS0D81042	SERVICE	Warranty 5Y Onsite	1
	5PS0K26186	SERVICE	PROTECTION 5Y KYD Add On	1
	11R7_VK00060537	Country/Region	USA	1
	11R7_VK00009603	Preload Type	Standard Image (Preload)	1
	11R7_VK00109937	Preload OS	Windows 11 Pro 64	1
	11R7_SBB0P67851	Preload Language	Windows 11 Pro 64 English	1
	11R7_SBB0T17265	Platform	Small Form Factor 85% Power 260W	1
	11R7_SBB1B51572	Motherboard	AMD Cezanne Pro 565	1
	11R7_SBB1B52955	Processor	AMD Ryzen™ 7 PRO 5750G Processor (3.80 GHz up to 4.60 GHz)	1
	11R7_SBB0T19082	DIMM Memory	16 GB DDR4-3200MHz (UDIMM)	1
	11R7_VK00078549	Storage Selection	No Storage Selection	1
	11R7_VK00060651	Second Storage Selection	No Second Storage Selection	1
	11R7_SBB0T15743	Third Storage Selection	512 GB SSD M.2 2280 PCIe TLC Opal	1
	11R7_VK00060564	Optical Drive	No Optical Drive	1
	11R7_VK00060540	Graphics	Integrated Graphics	1
	11R7_VK00069770	Graphic Dongle	No Graphic Dongle	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	11R7_VK00070962	Second Graphic Dongle	No Second Graphic Dongle	1
	11R7_VK00016897	Ethernet	Integrated Ethernet	1
	11R7_VK00083649	Internal Speakers	No Internal Speakers	1
	11R7_VK00060648	Media Card Reader	No Media Card Reader	1
	11R7_VK00062518	Smart Cable Clip	No Smart Cable Clip	1
	11R7_VK00081202	Chassis E-Lock	No Chassis E-Lock	1
	11R7_VK00074572	Vertical Stand	No Vertical Stand	1
	11R7_DY01143	Keyboard	No Keyboard	1
	11R7_NPR0026	Mouse	No Mouse	1
	11R7_VK00085235	Default USB Port	USB-C 4 Front 4 Rear USB Ports	1
	11R7_VK00070959	Optional USB Port	No Optional USB Port	1
	11R7_VK00070963	Second Optional USB Port	No Second Optional USB Port	1
	11R7_VK00085012	USB-C Port	No USB-C Port	1
	11R7_VK00077672	Second Rear Com Port	No Second Rear Com Port	1
	11R7_VK00070960	Parallel Cable	No Parallel Cable	1
	11R7_VK00060652	Wireless LAN	No Wireless LAN	1
	11R7_VK00084143	Expansion Card	No Expansion Card	1
	11R7_VK00074542	Chassis Intrusion Switch	No Chassis Intrusion Switch	1
	11R7_VK00075178	TUV Low Noise Certificate	No TUV Low Noise Certificate	1
	11R7_VK00104763	EPEAT Gold Certificate	No EPEAT Gold Certificate	1
	11R7_VK00074569	Recovery USB	No Recovery USB	1
	11R7_SBB0P36220	Publication	Publication-English	1
	11R7_VK00077377	Bulk Package	No Bulk Package	1
	11R7_VK00060649	Microsoft Office	No Microsoft Office	1
	11R7_NPR0005	Adobe	No Adobe	1
	11R7_VK00074635	Adobe Acrobat	No Adobe Acrobat	1
	11R7_VK00074571	Security Software	No Security Software	1
	11R7_VK00083383	Absolute BIOS Selection	BIOS Absolute Disabled	1
	11R7_VK00087918	Modern Standby	Modern Standby Disabled	1
	11R7_VK00107550	Second Hard Drive Bracket	No Second Hard Drive Bracket	1
	11R7_VK00080147	HDD3_Type	M.2 SSD Card OPAL	1
	11R7_SBB0G92328	ESLABEL	Energy Star	1
	11R7_DY01136	KB TYPE	No Keyboard	1
	11R7_NPR0230	Platformtype	SFF	1
	11R7_SBB0T15048	Package	PKG SFF WW	1
	11R7_SBB1C50525	OS DPK	W11 Pro DPK WW	1
	11R7_VK00071118	Warranty	3 Year On-site	1
	11R7_VK00086589	ITC Custom Image Type	None	1
	11R7_VK00086595	Microsoft Autopilot	NONE	1
	11R7_VK00086594	Hard Drive Encryption	NONE	1
	11R7_VK00086588	Custom Asset Tag	NONE	1
	11R7_VK00086596	Premier Asset Tag	None	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	11R7_VK00086587	BIOS Customization	NONE	1
	11R7_VK00086597	vPro Factory Pre-provisioning	NONE	1
	11R7_VK00086590	Future Services 1	NONE	1
	11R7_VK00086591	Future Services 2	NONE	1
	11R7_VK00086592	Future Services 3	NONE	1
	11R7_VK00086593	Future Services 4	NONE	1
	11R7_VK00070953	ITC Drop in Box	None	1
	11R7_VK00070957	Image Management	None	1
	11R7_VK00070952	Cloud Recovery	None	1
	11R7_VK00107537	Dust Shield	None	1
	11R7_VK00107538	DURHAM_MCZOTHERS10	NONE	1
	11R7_VK00107539	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107540	DURHAM_MCZOTHERS12	NONE	1
	11R7_VK00107541	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107542	DURHAM_MCZOTHERS14	NONE	1
	11R7_VK00107543	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107544	DURHAM_MCZOTHERS16	NONE	1
	11R7_VK00107545	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107546	DURHAM_MCZOTHERS18	NONE	1
	11R7_VK00107547	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107548	CO2 Neutral Label	None	1
	11R7_VK00107549	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107551	Microsoft Managed Desktop	None	1
	11R7_VK00107552	Second Security Software	NONE	1
	11R7_VK00107553	Cloud Security Software	NONE	1
	11R7_VK00107554	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107555	DURHAM_MCZOTHERS8	NONE	1
	11R7_VK00107556	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00018558	HDD1_Type	NONE	1
	11R7_VK00018889	HDD2_Type	None	1
	11R7_VK00016885	China Energy Categogy	None	1

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TERMS AND CONDITIONS

Prices quoted are valid through 09-Nov-2022 but are subject to change due to events outside Lenovo's reasonable control which may necessitate a price increase. Pricing does not include taxes, fees, or other charges which may be imposed on the items purchased.
Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and

Conditions displayed at the following internet address: https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf

Thank you for choosing Lenovo!

Customer Name: CITY OF SHERMAN
Customer Number: 1214778180

Lenovo (United States) Inc.

Quantity Restricted

Bid Request No. BRPNS003166926
Created On: 10-Oct-2022
Last Updated: 10-Oct-2022
Lenovo Master Contract No. MC98292057
Customer Contract No. TX-TXDIR-DIR-CPO-4839

Sales Representative: Isaac Williamson
Phone Number: (919)908-5014
Email: iwilliamson@lenovo.com
Lenovo Pricing Contract: 5321661810
Lenovo Contract Code: CTXTD211

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email if you need further assistance.

PRODUCT AND SERVICE DETAILS

Part Number	Description	F/B	Qty	Unit Price	End Date	Total
11R7S11V00	Desktop TC M75s Gen2 AMD CZ ES_R	F	14	884.61	09-Dec-2022	12,384.54
4X30M39458	Lenovo Essential Wireless Combo Keyboard & Mouse (US English 103P)	F	14	36.44	09-Dec-2022	510.16
61F7MAT1US	ThinkVision T24i-20 23.8-inch FHD Monitor	F	28	168.10	09-Dec-2022	4,706.80
0A36190	Lenovo USB Soundbar	F	14	29.99	09-Dec-2022	419.86
					Grand Total	**USD 18,021.36**

CONFIGURATION DETAILS

Part Number	SKU (MTM_VK)	Component	Description	Qty
11R7S11V00			Desktop TC M75s Gen2 AMD CZ ES_R	14
	5WS0D81042	SERVICE	Warranty 5Y Onsite	1
	5PS0K26186	SERVICE	PROTECTION 5Y KYD Add On	1
	11R7_VK00060537	Country/Region	USA	1
	11R7_VK00009603	Preload Type	Standard Image (Preload)	1
	11R7_VK00109937	Preload OS	Windows 11 Pro 64	1
	11R7_SBB0P67851	Preload Language	Windows 11 Pro 64 English	1
	11R7_SBB0T17265	Platform	Small Form Factor 85% Power 260W	1
	11R7_SBB1B51572	Motherboard	AMD Cezanne Pro 565	1
	11R7_SBB1B52955	Processor	AMD Ryzen™ 7 PRO 5750G Processor (3.80 GHz up to 4.60 GHz)	1
	11R7_SBB0T19082	DIMM Memory	16 GB DDR4-3200MHz (UDIMM)	1
	11R7_VK00078549	Storage Selection	No Storage Selection	1
	11R7_VK00060651	Second Storage Selection	No Second Storage Selection	1
	11R7_SBB0T15743	Third Storage Selection	512 GB SSD M.2 2280 PCIe TLC Opal	1
	11R7_VK00060564	Optical Drive	No Optical Drive	1
	11R7_VK00060540	Graphics	Integrated Graphics	1
	11R7_VK00069770	Graphic Dongle	No Graphic Dongle	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	11R7_VK00070962	Second Graphic Dongle	No Second Graphic Dongle	1
	11R7_VK00016897	Ethernet	Integrated Ethernet	1
	11R7_VK00083649	Internal Speakers	No Internal Speakers	1
	11R7_VK00061828	Media Card Reader	3 in 1 Card Reader	1
	11R7_VK00062518	Smart Cable Clip	No Smart Cable Clip	1
	11R7_VK00081202	Chassis E-Lock	No Chassis E-Lock	1
	11R7_VK00074572	Vertical Stand	No Vertical Stand	1
	11R7_DY01143	Keyboard	No Keyboard	1
	11R7_NPR0026	Mouse	No Mouse	1
	11R7_VK00085235	Default USB Port	USB-C 4 Front 4 Rear USB Ports	1
	11R7_VK00070959	Optional USB Port	No Optional USB Port	1
	11R7_VK00070963	Second Optional USB Port	No Second Optional USB Port	1
	11R7_VK00085012	USB-C Port	No USB-C Port	1
	11R7_VK00077672	Second Rear Com Port	No Second Rear Com Port	1
	11R7_VK00070960	Parallel Cable	No Parallel Cable	1
	11R7_VK00060652	Wireless LAN	No Wireless LAN	1
	11R7_VK00084143	Expansion Card	No Expansion Card	1
	11R7_VK00074542	Chassis Intrusion Switch	No Chassis Intrusion Switch	1
	11R7_VK00075178	TUV Low Noise Certificate	No TUV Low Noise Certificate	1
	11R7_VK00104763	EPEAT Gold Certificate	No EPEAT Gold Certificate	1
	11R7_VK00074569	Recovery USB	No Recovery USB	1
	11R7_SBB0P36220	Publication	Publication-English	1
	11R7_VK00077377	Bulk Package	No Bulk Package	1
	11R7_VK00060649	Microsoft Office	No Microsoft Office	1
	11R7_NPR0005	Adobe	No Adobe	1
	11R7_VK00074635	Adobe Acrobat	No Adobe Acrobat	1
	11R7_VK00074571	Security Software	No Security Software	1
	11R7_VK00083383	Absolute BIOS Selection	BIOS Absolute Disabled	1
	11R7_VK00087918	Modern Standby	Modern Standby Disabled	1
	11R7_VK00107550	Second Hard Drive Bracket	No Second Hard Drive Bracket	1
	11R7_VK00080147	HDD3_Type	M.2 SSD Card OPAL	1
	11R7_SBB0G92328	ESLABEL	Energy Star	1
	11R7_DY01136	KB TYPE	No Keyboard	1
	11R7_NPR0230	Platformtype	SFF	1
	11R7_SBB0T15048	Package	PKG SFF WW	1
	11R7_SBB1C50525	OS DPK	W11 Pro DPK WW	1
	11R7_VK00071118	Warranty	3 Year On-site	1
	11R7_VK00086589	ITC Custom Image Type	None	1
	11R7_VK00086595	Microsoft Autopilot	NONE	1
	11R7_VK00086594	Hard Drive Encryption	NONE	1
	11R7_VK00086590	Future Services 1	NONE	1
	11R7_VK00086591	Future Services 2	NONE	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	11R7_VK00086592	Future Services 3	NONE	1
	11R7_VK00086593	Future Services 4	NONE	1
	11R7_VK00070957	Image Management	None	1
	11R7_VK00070952	Cloud Recovery	None	1
	11R7_VK00107537	Dust Shield	None	1
	11R7_VK00107538	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107539	DURHAM_MCZOTHERS11	NONE	1
	11R7_VK00107540	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107541	DURHAM_MCZOTHERS13	NONE	1
	11R7_VK00107542	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107543	DURHAM_MCZOTHERS15	NONE	1
	11R7_VK00107544	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107545	DURHAM_MCZOTHERS17	NONE	1
	11R7_VK00107546	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107547	DURHAM_MCZOTHERS19	NONE	1
	11R7_VK00107548	CO2 Neutral Label	None	1
	11R7_VK00107549	DURHAM_MCZOTHERS20	NONE	1
	11R7_VK00107551	Microsoft Managed Desktop	None	1
	11R7_VK00107552	Second Security Software	NONE	1
	11R7_VK00107553	Cloud Security Software	NONE	1
	11R7_VK00107554	DURHAM_MCZOTHERS7	NONE	1
	11R7_VK00107555	DURHAM_MCZOTHERS	NONE	1
	11R7_VK00107556	DURHAM_MCZOTHERS9	NONE	1
	11R7_VK00018558	HDD1_Type	NONE	1
	11R7_VK00018889	HDD2_Type	None	1
	11R7_VK00016885	China Energy Categogy	None	1

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Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf

Thank you for choosing Lenovo!

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 16.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6980***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 511 North Colbert Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 511 North Colbert Avenue situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On April 19, 2022, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G Home Builders LLC, Owner

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $478.73 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the program.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6980
Residential Tax Abatement Agreement
Exhibit A - Deed
Application
Deed
Building Permit
Site Plan
Location Map
Photo
Building Cost
Reinvestment Zone Map

RESOLUTION NO. 6980

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 511 NORTH COLBERT STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from M&G Home Builders LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 511 North Colbert Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 17th day of October 2022.

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

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS LLC** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6734) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable

real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2022, and continuing for tax years 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2021, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	100%
2028	80%
2029	60%
2030	40%
2031	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 511 North Colbert Avenue, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A - Deed**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman	M&G Home Builders LLC
P.O. Box 1106	1218 N. Brents
Sherman, Texas 75091-1106	Sherman, TX 75090
(903) 892-7200	(903) 870-8212

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the 17th day of October 2022.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS LLC

BY: _____
MARTIN COVARRUBIAS

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

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MARTIN COVARRUBIAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _____, 2022 A.D.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

2020 - 14345

VG-286-2020-14345

EXHIBIT A

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 14345

Real Property Recordings

Recorded On: June 15, 2020 02:01 PM

Number of Pages: 4

Parties: BAILEY DONALD

" Examined and Charged as Follows: "

Total Recording: $24.00

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

File Information:

Document Number:	14345
Receipt Number:	20200615000102
Recorded Date/Time:	June 15, 2020 02:01 PM
User:	Hailee A
Station:	CLERK05

Record and Return To:

M&G HOME BUILDERS LLC
1218 N. BRENTS AVE.
SHERMAN TX 75090

STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Bush
County Clerk
Grayson County, TX

General Warranty Deed

Date: June 12, 2020

Grantor: Donald Bailey

Grantor's Mailing Address:

Donald Bailey
309 N. Willow
Sherman, TX 75090

Grantee: M&G Home Builders LLC

Grantee's Mailing Address:

M&G Home Builders LLC
1218 N. Brents Ave.
Sherman, Texas 75090

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all that certain tract known as Lot 117, Belmont Addition, situated in the City of Sherman, Grayson County, Texas, and being more particularly described in that certain Deed of record in Volume 2670, Page 107 of the Deed Records of Grayson County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

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

Donald Bailey

STATE OF TEXAS)

COUNTY OF GRAYSON)

This instrument was acknowledged before me on June 12., 2020, by Donald Bailey.

MONICA BOATNER
Notary Public, State of Texas
Comm. Expires 11-18-2020
Notary ID 125121599

Notary Public, State of Texas
My commission expires: 11-18-2020

PREPARED IN THE OFFICE OF:

DON BAILEY
309 N. Willow
SHERMAN, TX 75090
Tel: (903) 892-9185
Fax: (903) 891-8304

AFTER RECORDING RETURN TO:

M&G Home Builders LLC
1218 N. Brents Ave.
Sherman, Texas 75090

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G Home Builders

Mailing Address: 1218 N Brents, Sherman, TX 75090

Telephone Number: 903-870-8212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 511 N Colbert

Summary Legal Description: Lot: 117 Additio Belmont addition

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: 97900

Estimated Date of Start of Construction: 6/7

Estimated Date of Completion of Project: 8/5

Description of ~~Project:~~ New Residential construction

Applicant(s): Martin Covarrubias - M&G Home Builders Date: 6/2/22

_____ Date: _____

2020 - 14345

VG-286-2020-14345

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 14345

Real Property Recordings

Recorded On: June 15, 2020 02:01 PM

Number of Pages: 4

Parties: BAILEY DONALD

" Examined and Charged as Follows: "

Total Recording: $24.00

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

File Information:

Document Number:	14345
Receipt Number:	20200615000102
Recorded Date/Time:	June 15, 2020 02:01 PM
User:	Hailee A
Station:	CLERK05

Record and Return To:

M&G HOME BUILDERS LLC
1218 N. BRENTS AVE.
SHERMAN TX 75090

STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Bush
County Clerk
Grayson County, TX

General Warranty Deed

Date: June 12, 2020

Grantor: Donald Bailey

Grantor's Mailing Address:

Donald Bailey
309 N. Willow
Sherman, TX 75090

Grantee: M&G Home Builders LLC

Grantee's Mailing Address:

M&G Home Builders LLC
1218 N. Brents Ave.
Sherman, Texas 75090

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being all that certain tract known as Lot 117, Belmont Addition, situated in the City of Sherman, Grayson County, Texas, and being more particularly described in that certain Deed of record in Volume 2670, Page 107 of the Deed Records of Grayson County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

Donald Bailey

STATE OF TEXAS)

COUNTY OF GRAYSON)

This instrument was acknowledged before me on June 12., 2020, by Donald Bailey.

MONICA BOATNER
Notary Public, State of Texas
Comm. Expires 11-18-2020
Notary ID 125121599

Notary Public, State of Texas
My commission expires: 11-18-2020

PREPARED IN THE OFFICE OF:

DON BAILEY
309 N. Willow
SHERMAN, TX 75090
Tel: (903) 892-9185
Fax: (903) 891-8304

AFTER RECORDING RETURN TO:

M&G Home Builders LLC
1218 N. Brents Ave.
Sherman, Texas 75090

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#22-001699 | Issued on: 09/12/2022 at 8:28 AM

Project Description: new construction

ADDRESS
511 N COLBERT Ave
Sherman, TX 75090

LEGAL
Belmont Addn, Lot 117, Acres 0.1377

PERMIT HOLDER
M&G HOME BUILDERS LLC
MARTIN COVARRUBIAS
(903) 870-8212

COLLABORATORS
- ALPINE AIR
  DONALD L BAILEY
  (903) 891-9154
- ALPINE AIR CONDITIONING & HEAT
  DONALD L BAILEY
  (903) 891-9154
- M&G HOME BUILDERS LLC
  MARTIN COVARRUBIAS
  (903) 870-8212
- STARPOINT TEXAS PLUMBING
  JAVIER TORRALVA LOPEZ
  (469) 207-7068

OWNERS
- M and G Home Builders LLC

INFORMATION FIELDS

Subcontractor	M&G Home Builders	Square Feet	1522
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	0.137
Type of Construction List	Wood Frame	Garage Parking	1
Off Street Parking	2	Tax Abatement	Yes
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes
Proposed Use	SINGLE FAMILY RESIDENTIAL	Former Use	NONE
Firm Name	M&G Home Builders		

FEE	TOTAL	PAID	DUE
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
Building Permit Fee (R)	$ 456.60	$ 456.60	$ 456.60
TOTALS	$ 481.60	$ 481.60	$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

(Signature of Contractor or Authorized Agent) _____ Date _____

(Approved By) Flood Plain Administrator 9-12-2022 Date

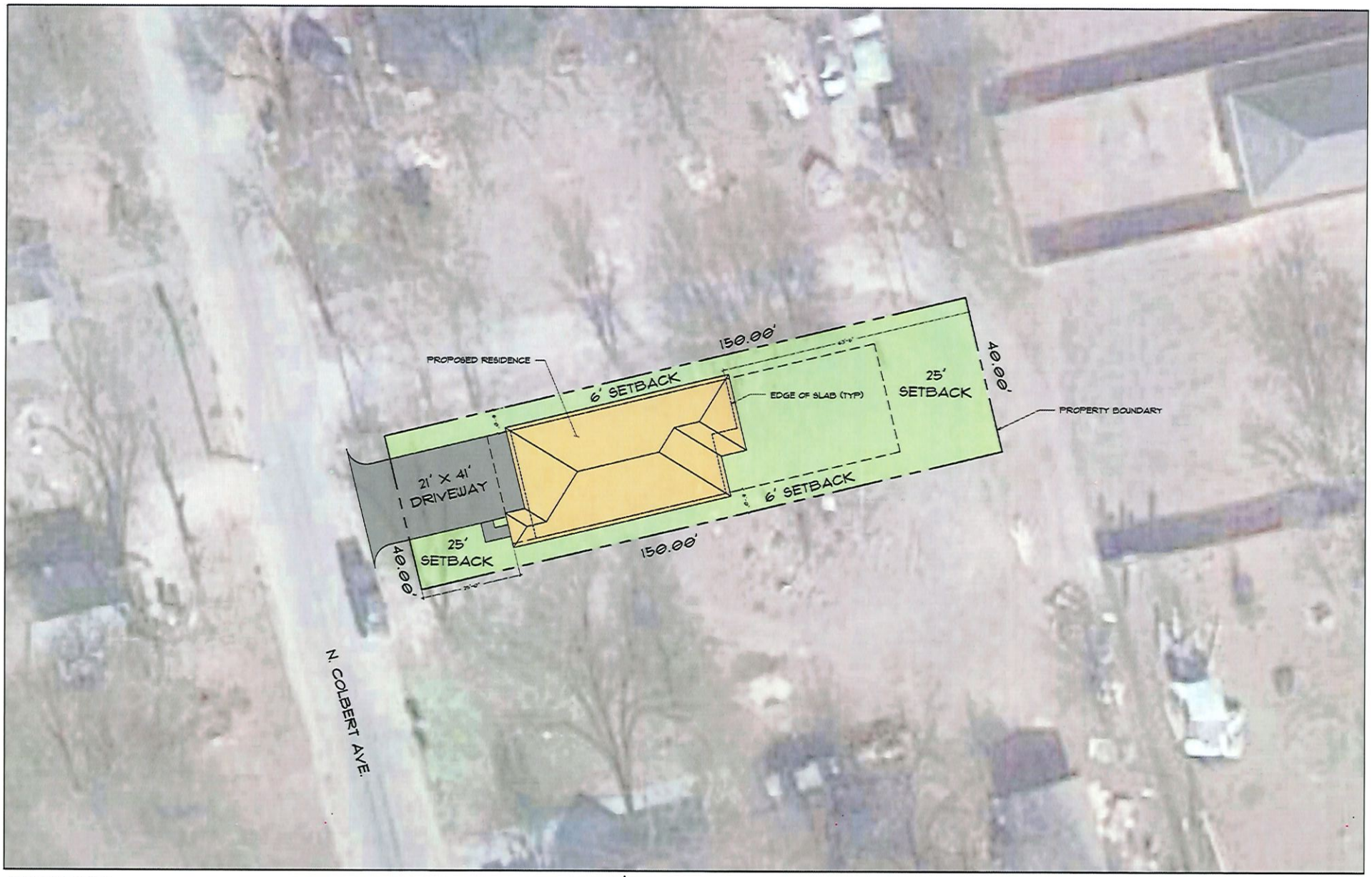
(Approved By) Building & Zoning 9-12-22 Date 9/12/22

Note: This permit is not approved or valid until signed by the Building & Zoning Department.

ELECTRICAL NOTE:
ALL ELECTRICAL WORK & MATERIAL
TO COMPLY W/2020 NEC

MARKED PLANS IN MYGOV

2018 IRC AND IECC



GENERAL SITE PLAN NOTES:

1. PROPERTY BOUNDARY OBTAINED FROM GRAYSON COUNTY APPRAISAL DISTRICT.

PROPOSED SITE PLAN
SCALE: 1" = 10'-0"

0 10' 20'

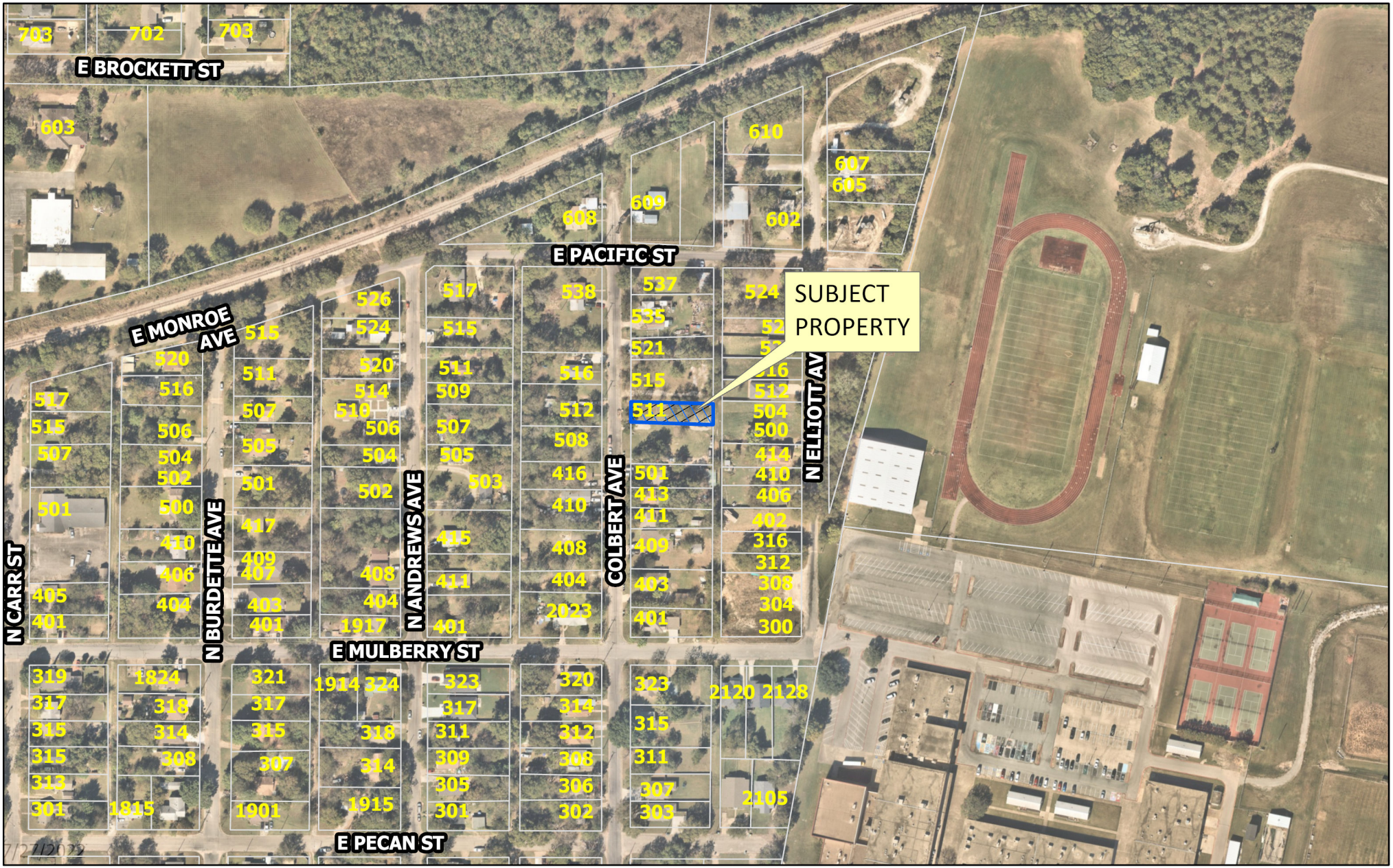
Site Plan

Project number: M&G_Colbert
Date: 09/11/22
Drawn by: JKB

A2

Project Address:
511 N. Colbert
Sherman, TX 75090

115 Crow Rd.
Sherman, Texas 75092
903-647-6651
sladrafmoss@dashing@gmail.com



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

7/25/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

511 N Colbert

N
W E
S

Date: 7/25/2022 4:59 PM

Scale: 1:2,968

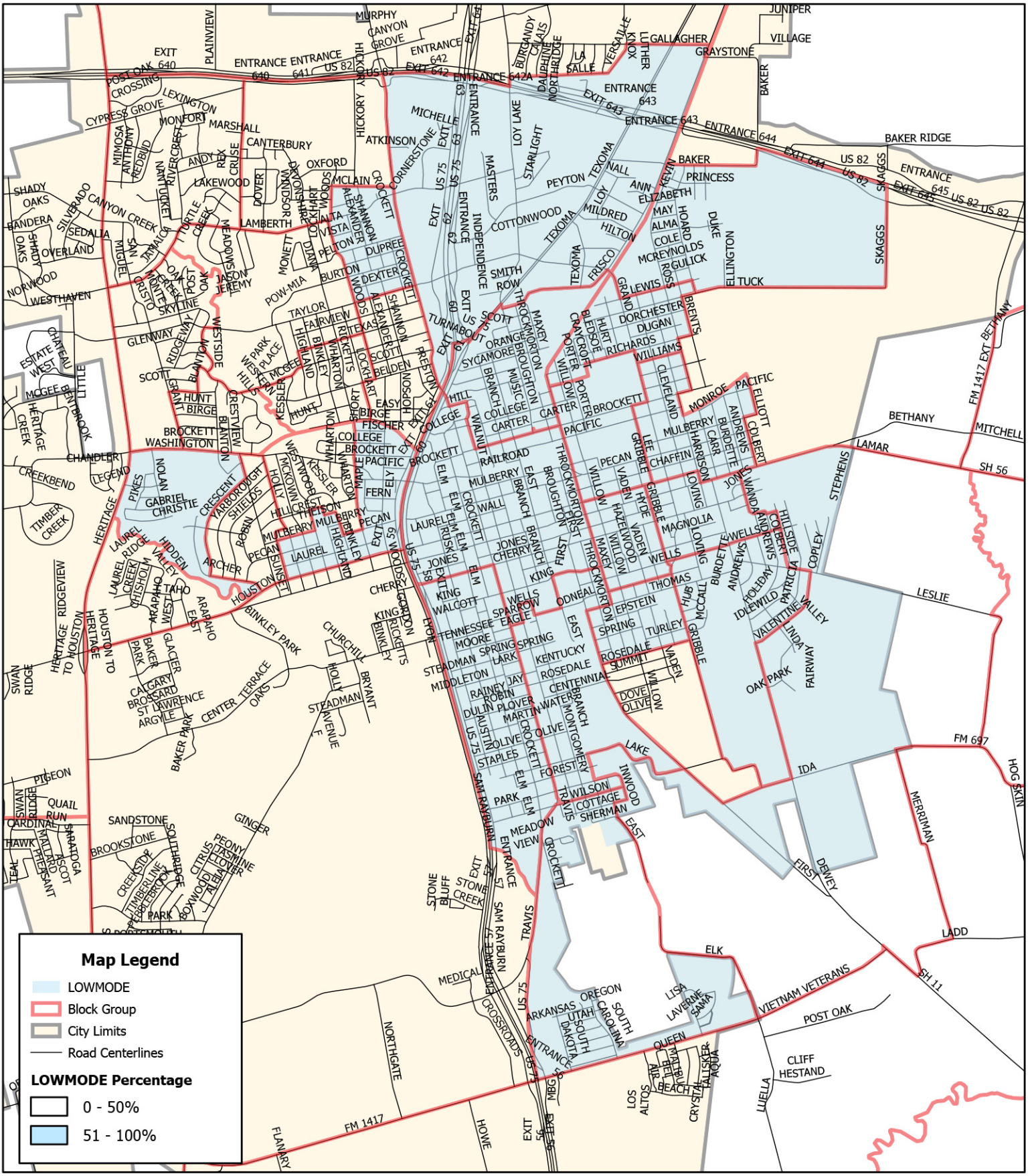
511 N Colbert



511 N Colbert
SHERMAN,TX 75090

Description	Material&Labor
land preparation	$ 1,000.00
plumbing	$ 8,000.00
Concrete	$ 18,000.00
Frame	$ 22,500.00
flooring	$ 4,500.00
HVAC	$ 8,000.00
Electrical	$ 7,500.00
door n window	$ 3,500.00
roofing	$ 6,000.00
sheetrock/tape/bed	$ 5,700.00
appliances	$ 2,200.00
outside finish	$ 4,500.00
landscaping	$ 2,000.00
cabinets/granite	$ 4,500.00
Total	$ 97,900.00




Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 17.**

Meeting Date: 10/17/2022
Prepared By: Jana Walker, Controller
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6981***

Appointing and Authorizing the Execution of an Agreement with Pattillo, Brown & Hill, L.L.P. to Perform the Fiscal Year 2022 Audit

Issue:

Independent audit services for fiscal year (FY) 2022

Background:

By Charter, we are required to annually appoint an independent auditor to perform a financial audit for the City. Pattillo, Brown & Hill, L.L.P. ("PBH") performed the audit last fiscal year. One optional renewal remains on the contract with PBH. The staff and Council Audit Committee were pleased with the firm's performance and are recommending the reappointment of PBH to perform the FY 2022 audit.

Origination:

Council Audit Committee
Mary Lawrence, Finance Director

Financial Consideration:

The fee estimate for FY 2022 audit services is $47,800.00 for the City and $5,400.00 for the Sherman Economic Development Corporation (SEDCO). Funds have been allocated in the FY 2022 budget for this expenditure.

Staff Recommendation:

The staff recommends the City Council accept the recommendation of the Council Audit Committee to appoint Pattillo, Brown & Hill, L.L.P. to perform the annual audit for the fiscal year ending September 30, 2022.

Alternatives:

The City Council could instruct the staff to solicit proposals from other firms.

Attachments

Resolution No. 6981
FY2022 Engagement Letter w Memo

RESOLUTION NO. 6981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PATTILLO, BROWN & HILL, L.L.P. TO PERFORM THE FISCAL YEAR 2022 AUDIT; 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 Council hereby appoints Pattillo, Brown & Hill, L.L.P. to perform the annual audit for the City of Sherman for fiscal year ending September 30, 2022.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all agreement documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Pattillo, Brown & Hill, L.L.P. to perform the annual audit for the City of Sherman for the fiscal year ending September 30, 2022.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of October, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Monday, October 5, 2022

TO: The Council Audit Committee
The Honorable David Plyler, Mayor
The Honorable Shawn Teamann, Council Member
The Honorable Daron Holland, Council Member

CC: Sherman City Council Members
Robby Hefton, City Manager

FROM: Mary Lawrence, Finance Director ml

SUBJECT: **Appointment of Pattillo, Brown & Hill, LLP as Independent Auditor for the Fiscal Year Ended September 30, 2022 Audit**

Pattillo, Brown & Hill, LLP, ("PBH"), a certified public accounting firm in Waco, performed the annual audit for the City and SEDCO last fiscal year and the staff was pleased with their performance. Two optional renewal periods remain available at the consent of both parties. Subject to Audit Committee and City Council approval, the staff proposes to engage PBH for the annual audit for the year ended September 30, 2022.

The engagement letter (contract) has been received from PBH and is attached for your review. PBH has agreed to provide audit services for the upcoming year for $53,200, including the audit of SEDCO. This fee is about the amount paid in the prior year for similar services. The audit is expected to be completed with the report draft received by January 31, 2023.

The appointment of PBH and engagement letter will be on the October 17, 2022, council agenda for approval. If you have any questions prior to the council meeting, please let me know.

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

April 21, 2022

City of Sherman, Texas
405 North Rusk Street, 3rd Floor
Sherman, Texas 75091-1106

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Sherman, Texas (the "Entity"), as of September 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and other postemployment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Schedules.
- Schedule of Changes in Net Pension Liability and Related Ratios.
- Schedule of Pension Contributions.
- Schedules of Changes in Net Other Post Employment Benefit (OPEB) Liability and Related Ratios.

Supplementary information other than RSI will accompany the Entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Statements and Schedules.
- Individual fund budget to actual schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Entity's basic financial statements. Our report will be addressed to those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Entity's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;

4. For maintaining records that adequately identify the source and application of funds for federally funded activities;

5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;

6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;

7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;

8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;

    b. Additional information that we may request from management for the purpose of the audit;

    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;

    e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;

18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;

21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Non-attest Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Entity in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* These services are limited to preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Entity as previously outlined.

We will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities.

The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results

of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement is limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal awards as previously outlined. Our firm in its sole professional judgment, reserves the right to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Entity must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	June 2022
Mail confirmations	October 2022
Perform year-end audit procedures	December 2022
Issue audit reports	March 2023

John K. Manning is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $42,400 and an additional $5,400 if a Single Audit is required. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges date over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information to verify valuation. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

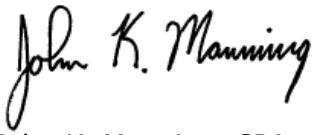
- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



John K. Manning, CPA
Waco, Texas
RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Sherman, Texas by:

Name: _____

Title: _____

Date: _____

HADDOX
REID
EUBANK
BETTS PLLC

CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 25, 2019

To the Partners of
Pattillo Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, an audit performed under FDICIA, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency (ies)* or *fail.* Pattillo Brown & Hill, LLP has received a peer review rating of *pass.*

Haddox Reid Eubanks Betts PLLC

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 10/17/2022
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 2
Northwest Sewer and Force Main Project; Lynn Vessels Construction, LLC; $41,398.85 increase

Issue:

To consider the approval of Change Order No. 2 with Lynn Vessels Construction, LLC for the Northwest Sewer and Force Main Project

Background:

Change Order No. 2 will adjust the as-bid quantities to as-built quantities. These changes were requested by City staff. This change order will also add site cleanup at two sites absorbed by the City per TCEQ requests at Preston Club and High Country subdivisions.

Origination:

Engineering Department

Financial Consideration:

Change Order No. 2 is a $41,398.85 increase in the contract amount, yielding a final contract price of $1,783,139.45. Funding is available through the Greater Texoma Utility Authority (GTUA) debt issues.

Staff Recommendation:

It is recommended the Change Order No. 2 for the Northwest Sewer and Force Main Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No.2
Location Map

Change Order

Date of Issuance: September 29, 2022

No. 2

Project: Sherman Northwest Sewer and Force main	Project No.: PW #1385-U
Owner: City of Sherman	Date of Contract: August 12, 2021
Contractor: Lynn Vessels Construction, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Bid Item #	Quantity	Unit	Description	Unit Cost	Total Cost
23	2	EA	Install additional Sewer Gas Vents on sewer line	$666.00	$1,332.00
25	-2	EA	Connect to Existing 6" Line to new sewer line per plans ($945.05/EA)	$945.05	-$1,890.10
CO#2_1	2	EA	4' Fiberglass Manhole 0-12' depth (coated concrete base, pipe inlet couplings, inserta-tee for 6", cast-iron hinged ring and cover)	$8,636.14	$17,272.28
CO#2_2	2	EA	6" Internal Drop w/Stainless Steel straps and bolts	$1,177.95	$2,355.90
CO#2_3	1	LS	Abandon Preston Club Pump Station concrete and haul off debris	$5,499.80	$5,499.80
CO#2_4	1	LS	Abandon High Country Pump Station, demo GST, Hydropneumatic tank, concrete and haul off debris	$15,623.19	$15,623.19
CO#2_5	1	LS	Reset storm drain line at Preston Club for new sewer line interference.	$1,205.78	$1,205.78
				Total Change Order #2	$41,398.85

Justification:

#23; Mitigate sewer gas buildup main line and allow air flow into line when pump station comes on.

#25; Removes main line tie-ins.

CO#2-1 Replaces main line tie in-ins with fiberglass manholes for future maintenance accessibility.

CO#2-2 Install drop structures in new fiberglass manholes per TCEQ rules.

CO#2-3 Abandon Preston Club Pump Station Site concrete remnants and haul off.

CO#2-4 Abandon High Country Pump Station Site, Ground Tank, Pneumatic tank, concrete foundations,

CO#2-5 Lowers interference of new sewer line and existing storm drain not shown on plans.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$1,608,996.56

Increase from previously approved Change Orders No. 0 to No. 1:

$132,744.04

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial completion days: 365

Substantial completion date: August 30, 2022

Increase from previously Change Orders No. 0 to No. 1:

Substantial completion days: 365

Substantial completion date: 30

Contract Price prior to this Change Order:

$1,741,740.60

Increase of this Change Order:

$41,398.85

Contract Price incorporating this Change Order:

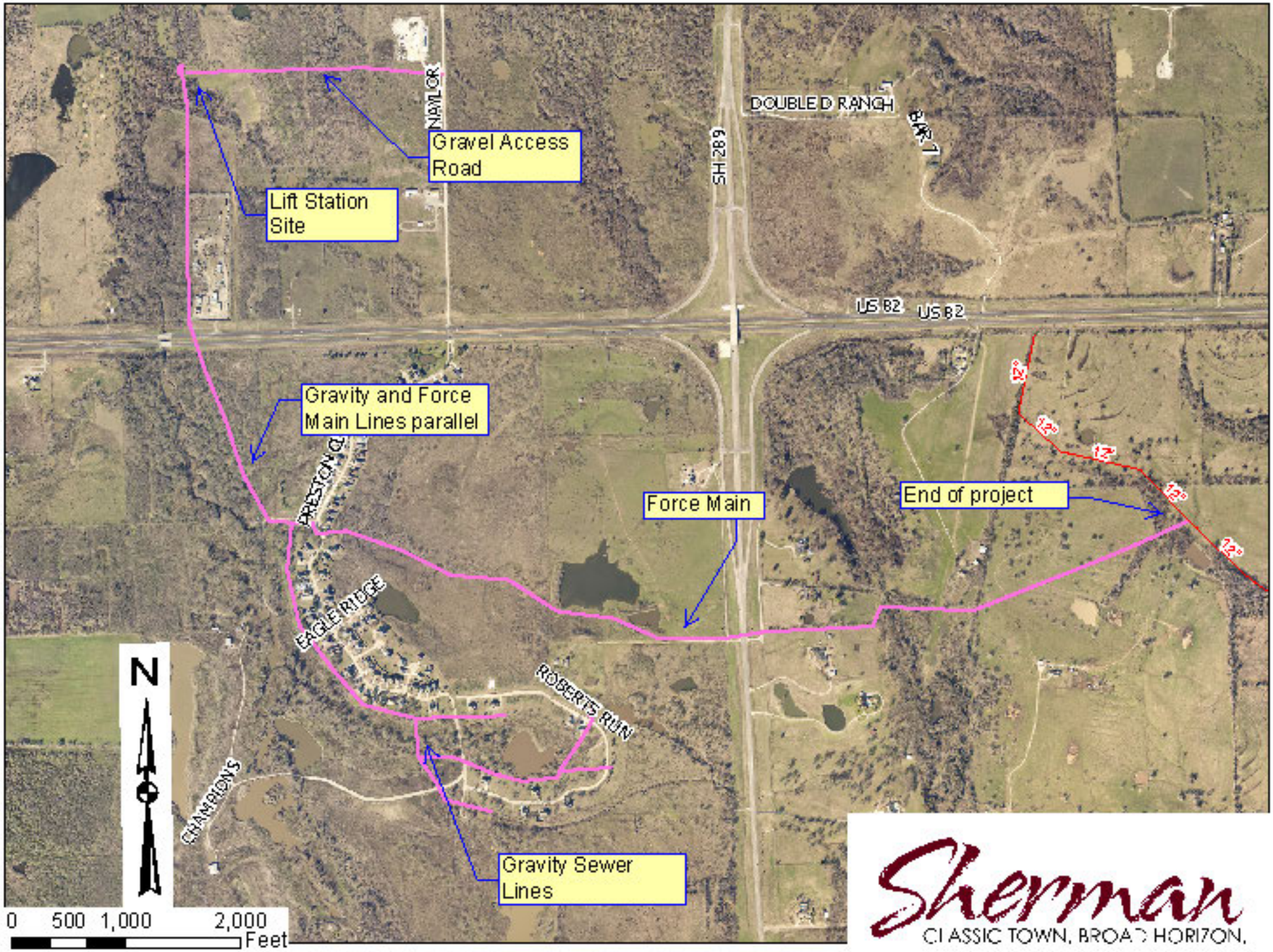
$1,783,139.45

Contract Times prior to this Change Order:
Substantial completion days: 395
Substantial completion date: September 29, 2022

Increase of this Change Order:
Substantial completion days: 44
Substantial completion date: November 12, 2022

Contract Times with all approved Change Orders:
Substantial completion days: 439
Substantial completion date: November 12, 2022

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 10-6-2022	Date: _____	Date: 9-29-2022


Gravel Access Road
Lift Station Site
Gravity and Force Main Lines parallel
Force Main
End of project
Gravity Sewer Lines
NAYLOR
SH 289
DOUBLE D RANCH
BAR T
US 82
US 82
PRESTON
EAGLE RIDGE
ROBERTS RUN
CHAMPIONS
12"
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Feet
Sherman
CLASSIC TOWN, BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 10/17/2022
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS
Informing the City of Sherman City Council of Advertising for Bids for Construction Activities to Increase the Treatment Capacity of the Water Treatment Plant for Future Growth.

Issue:

Increase the treatment capacity of the existing water treatment system from 20-million gallons per day to 25 million gallons per day. This increase is in preparation of the increased demands due to growth of the City.

Background:

The existing water treatment plant is to be expanded by 5 million gallons per day treated water capacity. This will be accomplished through new pumping capacity, new ultra-filtration (UF) filters, and new reverse osmosis (RO) treatment trains. Work will also include necessary piping, valving, electrical lines and boxes, and additional chemical feed equipment. These improvements are directly related to the recent increased demands due to growth in the City.

Origination:

Engineering Department

Financial Consideration:

2022 GTUA Open Market Bonds.

Staff Recommendation:

Staff recommends moving forward with advertising for bids for construction activities of the 5 million gallon per day WTP expansion project.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 2.**

Meeting Date: 10/17/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended September 30, 2022

Issue:

To approve the Investment Report for the quarterly period ended September 30, 2022

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of September 30, 2022, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about $28.2 million, an increase of about $2.8 million from prior quarter of $25.4 million, due to purchases of $1.5 million in U.S. Agencies, $0.5 million in Texas political subdivision securities, $1.5 million in Certificates of Deposit, and withdrawals of $0.7 million from FDIC Insured Investments and Local Government Investment Pools. The underlying investments were adequately diversified among six different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 382 days, a decrease from 421 days at the end of last quarter. The portfolio yield of 1.53% is the below the benchmark yield of 4.05%. Market value is slightly below book value due to rising market interest rates.

The debt proceeds portfolio balance of $22.1 million was invested in Local Government Investment Pools, an FDIC insured investment account and U.S. Agency securities. Transactions in this portfolio consist of payments for capital projects and the receipt of interest income. The yield of 1.78% was below the benchmark yield of 2.79%. Market value approximates book value.

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

2022-09-30 Investment Reports

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Wednesday, October 12, 2022

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance ml

SUBJECT: Investment Reports for the Quarter Ended September 30 2022

Enclosed is a copy of the quarterly investment reports for September 30, 2022. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio book value of about $28.2 million increased by about $2.8 million from the previous quarter due to purchases of $1.5 million in U.S. Agency Securities,$0.5 million in State of Texas Policitical Subdivision Obligations, $1.5 million in Certificates of Deposit and combined withdrawals of $0.7 million from the Local Government Investment Pools and FDIC Insured Investment Account. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 382 days decreased from 421 days last quarter. The portfolio yield of 1.53% was 252 basis point below our benchmark 1-year Constant Maturity Treasury Index. Book value slightly exceeds market value ($0.3 million) due to increase in market interest rates.

The debt proceeds portfolio balance of $22.1 million had decreased by about $6.2 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 68 days increased from 60 days last quarter. The portfolio yield of 1.78% was 120 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index, of 2.79%. Book value approximated market value.

The investment reports will be on the October 12, 2022 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2022

Total Portfolio Summary

	Current Quarter 09/30/2022	Prior Quarter 6/30/2022	Change From Prior Quarter
Book Value	$ 28,239,437	$ 25,395,529	$ 2,843,908
Market Value	$ 27,466,146	$ 24,941,632	$ 2,524,514
Weighted Average Maturity - Days	382	421	(39)
Weighted Average Yield	1.53%	0.59%	0.94%
Earned Income	$ 93,077	$ 50,824	$ 42,253
Earned Income - Year-to-Date	$ 185,329	$ 92,252	$ 93,077

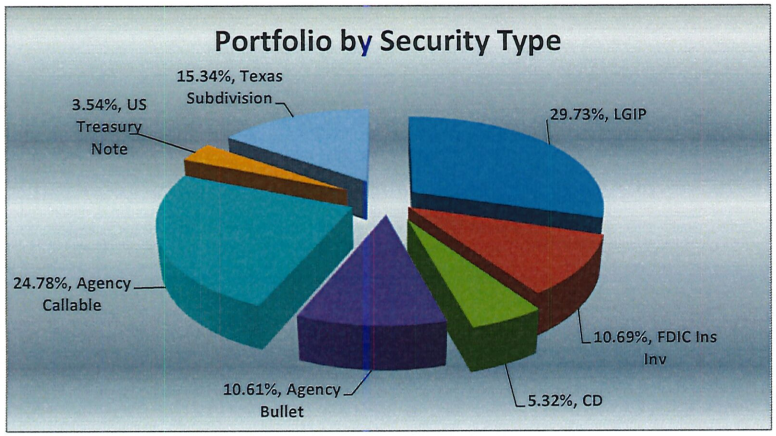
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

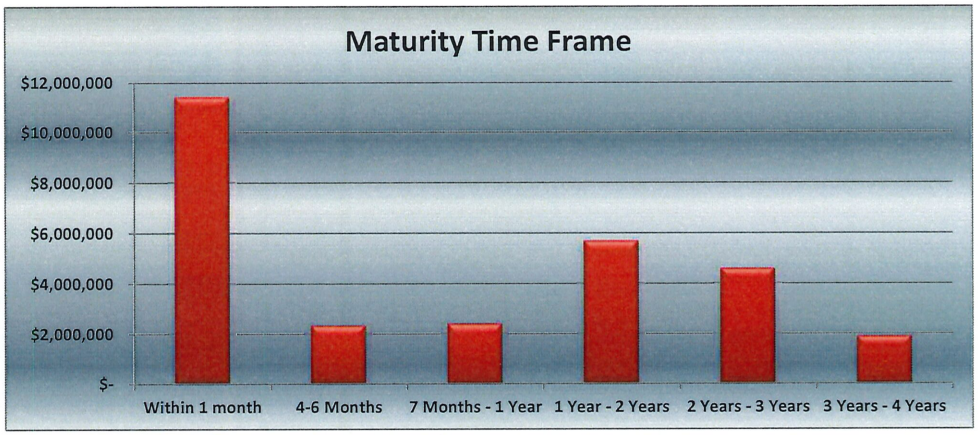
As of September 30, 2022, the City's portfolio had a book value of $28.2 million and a market value of $27.4 million. Of this amount, approximately $8.4 million was held in Local Government Investment Pools (LGIP), $3.0 million was held in an FDIC Insured Investment Account, $1.5 million was held in Certificates of Deposit (CD), $10.0 million was held in U.S. Agency Securities, $1.0 million was held in U.S. Treasury Notes and $4.3 million was held in State of Texas political subdivision obligations.

The portfolio value increased by $2.8 million from the previous quarter due to purchases of $1.5 million in US Agency Securities, $0.5 million in State of Texas political subdivision obligations and $1.5 million in Certificates of Deposit. Withdrawals included $0.5 million from Local Government Investment Pools and $0.2 million from FDIC Insured Investment Accounts.

The weighted average yield of the portfolio was 1.53%, which is 252 basis points less than the 1-year Constant Maturity Treasury Index of 4.05%, and 94 basis points above the previous quarter.

The weighted average maturity of the portfolio decreased from 421 days at June 30, 2022, to 382 days at September 30, 2022.





Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
As of 9/30/2022

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		10/1/2022	AAAm	$ 3,529,270	100.00	$ 3,529,270	$ 3,529,270	100.00	$ 3,529,270	1	2.03%
TexStar		LGIP	TexSTAR		10/1/2022	AAAm	111,917	100.00	111,917	111,917	100.00	111,917	1	1.88%
TexPool ARPA		LGIP	TexPool ARPA		10/1/2022	AAAm	4,753,448	100.00	4,753,448	4,753,448	100.00	4,753,448	1	2.03%
Landing Rock		FDIC Ins Inv	Landing Rock		10/1/2022		3,019,052	100.00	3,019,052	3,019,052	100.00	3,019,052	1	1.70%
CD 197831662	07/07/22	CD	Simmons Bank	0.45%	1/7/2023		1,500,000	100.00	1,500,000	1,501,701	100.00	1,501,701	99	0.45%
977810JU5	01/05/21	Texas Subdivision	City of Wolfforth TX GO	4.00%	2/15/2023	AA-	250,000	107.58	268,955	253,367	100.32	250,805	138	0.39%
498730AX8	03/09/21	Texas Subdivision	Klondike TX ISD GO	1.00%	2/15/2023	AAA	360,000	101.74	366,253	361,213	98.92	356,103	138	0.10%
639285PW9	02/10/22	Texas Subdivision	Navarro ISD GO	5.00%	2/15/2023	AAA	200,000	104.60	209,198	203,402	100.71	201,426	138	0.46%
3130ASPB9	07/28/22	Agency Callable	FHLB	3.10%	7/28/2023	AA+	1,000,000	99.98	999,750	999,793	98.82	988,166	301	3.13%
448474TM8	12/17/20	Texas Subdivision	City of Hutto, TX Ref Series B	2.00%	8/1/2023	AA	400,000	104.17	416,676	405,299	98.27	393,073	305	0.40%
340405MW6	12/22/20	Texas Subdivision	City of Floresville TX Elec Light Ref	4.00%	8/15/2023	A+	525,000	109.30	573,841	541,144	100.66	528,444	319	0.46%
413946PC2	06/25/20	Texas Subdivision	Harris Cnty TX MUD #278 Ref	4.00%	9/1/2023	AA	420,000	108.17	457,439	430,846	100.60	422,505	336	1.14%
02301EED9	06/16/21	Texas Subdivision	Amarillo Potter TX	4.00%	11/15/2023	AA+	445,000	108.73	483,826	463,095	100.81	448,622	411	0.37%
3134GXXQ2	07/19/22	Agency Callable	Freddie Mac	2.25%	12/28/2023	AA+	500,000	99.42	497,725	497,502	98.67	493,332	454	3.39%
9128CBM2	02/22/21	US Treasury Note	US Treasury Note B Class	0.13%	2/15/2024	AA+	1,000,000	99.76	997,578	998,899	94.48	944,844	503	0.21%
3133EMVD1	04/05/21	Agency Callable	FFCB	0.33%	4/5/2024	AA+	1,000,000	100.00	1,000,000	1,000,000	93.91	939,051	553	0.33%
3130ARPN5	04/26/22	Agency Bullet	FHLB	2.61%	4/26/2024	AA+	1,000,000	100.00	1,000,000	1,000,000	97.03	970,343	574	2.61%
3130AMLM2	06/07/21	Agency Callable	FHLB	0.38%	6/7/2024	AA+	500,000	100.00	500,000	500,000	93.24	466,209	616	0.38%
811275HB5	11/23/21	Texas Subdivision	Scurry Rosser TX ISD	3.00%	8/15/2024	Aa3	205,000	106.91	219,155	214,730	98.91	202,759	685	0.45%
3136G43H4	03/29/21	Agency Callable	FHLB	0.40%	9/16/2024	AA+	1,000,000	99.850	998,500	999,151	92.34	923,385	717	0.44%
3130APNE1	11/18/21	Agency Callable	FHLB	0.90%	11/18/2024	AA+	1,000,000	100.000	1,000,000	1,000,000	92.91	929,144	780	0.90%
386166JC7	02/24/22	Texas Subdivision	Grand Praire TX TXbl Ref	3.00%	1/1/2025	AA	310,000	103.887	322,050	319,504	96.33	298,627	824	1.60%
983064YX8	03/11/21	Texas Subdivision	City of Wylie, TX GO	3.00%	2/15/2025	AA	250,000	110.740	276,852	266,237	99.16	247,891	869	0.25%
3133ENPY0-A	02/25/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.966	999,660	999,728	94.35	943,479	879	1.76%
3133ENPY0-B	03/11/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.513	995,913	996,826	94.08	940,783	879	1.92%
3130ARCN9	03/29/22	Agency Callable	FHLB	2.00%	9/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	92.87	928,741	1,095	2.00%
79625GFC2	04/13/22	Texas Subdivision	San Antonio Tx Elec & Gas TXBl	3.15%	2/1/2026	AA+	350,000	100.000	350,000	350,000	95.17	333,085	1,220	3.15%
232769JW0	09/02/22	Texas Subdivision	Cypress-Fairbanks TX Ind Sch	5.00%	2/15/2026	AA+	500,000	104.770	523,031	523,313	101.69	508,471	1,234	3.52%
3130AMMJ8	06/06/21	Agency Callable	FHLB	0.40%	6/9/2026	AA+	1,000,000	100.000	1,000,000	1,000,000	89.15	891,471	1,348	0.40%
Total							**$ 28,128,687**		**$ 28,370,089**	**$ 28,239,437**		**$ 27,466,146**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
As of 9/30/2022

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 6/30/2022	Change in Market Value	Market Value 9/30/2022
TexPool		TexPool		$ 305,677	$ 3,223,593	$ 3,529,270
TexStar		TexStar		111,389	528	111,917
Landing Rock		Landing Rock		3,211,569	(192,517)	3,019,052
TexPool ARPA		TexPool ARPA		8,441,659	(3,688,211)	4,753,448
CD 197831662		CD		-	1,501,701	1,501,701
977810JU5	1/5/2021	City of Wolfforth, TX GO	2/15/2023	253,640	(2,835)	250,805
498730AX8	3/9/2021	Klondike, TX ISD GO	2/15/2023	358,429	(2,326)	356,103
639285PW9	2/10/2022	Navarro ISD GO	2/15/2023	204,234	(2,808)	201,426
3130ASPB9	7/28/2022	FHLB	7/28/2023	-	988,166	988,166
448474TM8	12/17/2020	City of Hutto, TX GO	8/1/2023	395,772	(2,699)	393,073
340405MW6	12/22/2020	City of Floresville, TX Electr	8/15/2023	537,526	(9,082)	528,444
413946PC2	6/25/2020	Harris Cnty, TX MUD #278 GO	9/1/2023	429,863	(7,358)	422,505
02301EED9	6/25/2020	Amarillo Potter TX	11/15/2023	457,437	(8,815)	448,622
3134GXXQ2	7/18/2022	Freddie Mac	12/28/2023	-	493,332	493,332
9128CBM2	2/22/2021	US Treasury Note B Class	2/15/2024	956,055	(11,211)	944,844
3133EMVD1	4/5/2021	FHLB	4/5/2024	954,946	(15,895)	939,051
3130ARPN5	4/26/2022	FHLB	4/26/2024	992,924	(22,581)	970,343
3130AMLM2	6/7/2021	FHLB	6/7/2024	476,913	(10,704)	466,209
811275HB5	11/23/202/21	Scurry Rosser TX ISD	8/15/2024	208,102	(5,343)	202,759
3136G43H4	3/29/2021	FHLB	9/16/2024	945,275	(21,890)	923,385
3130APNE1	11/18/2021	FHLB	11/18/2024	950,077	(20,933)	929,144
386166JC7	2/24/2022	Grand Praire TX Txbl Ref	1/1/2025	303,123	(4,496)	298,627
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	254,999	(7,108)	247,891
3133ENPYO-A	2/25/2022	FFCB	2/25/2025	973,679	(30,200)	943,479
3133ENPYO-B	3/10/2022	FFCB	2/25/2025	969,995	(29,212)	940,783
3130ARCN9	3/29/2022	FHLB	9/29/2025	971,177	(42,436)	928,741
79625GFC2	4/13/2022	San Antonio Tx Elec & Gas TXBI	2/1/2026	342,896	(9,811)	333,085
232769JWO	2/15/2023	Cypress-Fairbanks TX Ind Sch	2/15/2026	-	508,471	508,471
3130AMMJ8	6/6/2021	FHLB	6/9/2026	934,277	(42,806)	891,471
Total				**$ 24,941,633**	**$ 2,524,513**	**$ 27,466,146**

Sherman
CLASSIC TOWN. BROAD HORIZON.

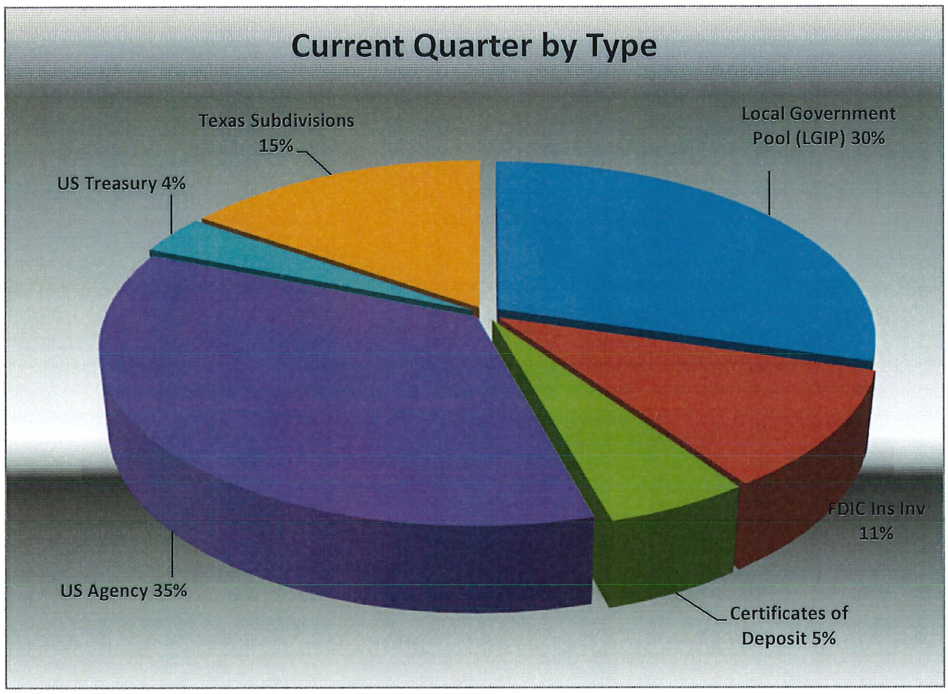
CITY OF SHERMAN, TX
Investment Transaction Report
As of 9/30/2022

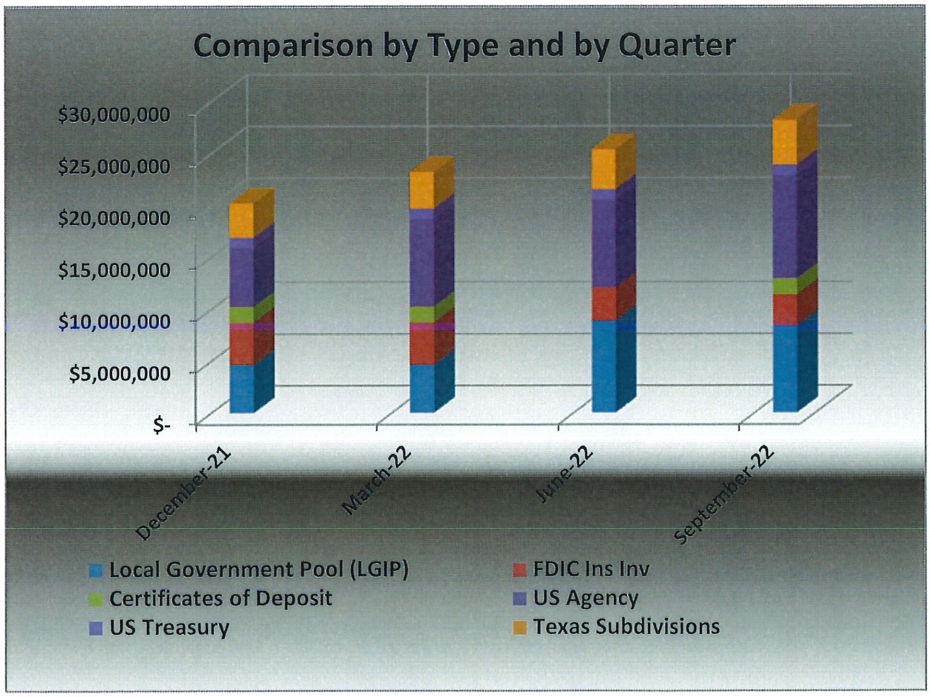
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Maturities, Calls and Withdrawals											
7/20/2022	Landing Rock		FDIC Ins Inv	0.95%	10/1/2022		$ 203,975	$ 203,975	$ -	$ 203,975	0.95%
7/22/2022	Texpool-ARPA		LGIP	1.52%	10/1/2022		3,715,464	3,715,464	-	3,715,464	1.52%
8/2/2022	Texpool		LGIP	2.16%	10/1/2022		2,500,000	2,500,000	-	2,500,000	2.16%
9/6/2022	Texpool		LGIP	2.41%	10/1/2022		1,000,000	1,000,000	-	1,000,000	2.41%
Purchases											
7/7/2022	CD 197831662		Simmons	0.45%	1/7/2023		1,500,000	1,500,000	-	1,500,000	0.45%
7/18/2022	3134GXXQ2		Freddie Mac	2.25%	12/28/2023	12/28/2022	500,000	497,100	625	497,725	3.39%
7/28/2022	3130ASPB9		FHLB	3.10%	7/28/2023	10/28/2022	1,000,000	999,750	-	999,750	3.13%
7/22/2022	Texpool		LGIP	1.52%	10/1/2022		3,715,464	3,715,464	-	3,715,464	1.52%
9/2/2022	232769JWO		Cypress-Fairbanks TX Ind Sch	5.00%	2/15/2026		500,000	523,850	1,181	525,031	3.52%
9/15/2022	Texpool		LGIP	2.41%	10/1/2022		1,000,000	1,000,000	-	1,000,000	2.41%
9/26/2022	Texpool		LGIP	2.41%	10/1/2022		2,000,000	2,000,000	-	2,000,000	2.41%
Income Payments											
9/30/2022	TexPool		LGIP	1.52%					8,128	8,128	1.52%
9/30/2022	TexStar		LGIP	1.40%					528	528	1.40%
9/30/2022	Landing Rock		FDIC Ins Inv	0.95%					11,457	11,457	0.95%
9/30/2022	TexPool-ARPA		LGIP	1.52%					27,253	27,253	1.52%
7/1/2022	386166JC7		Grand Praire TX TXbl Ref	3.00%	1/1/2025				3,281	3,281	1.60%
8/1/2022	448474TM8		City of Hutto, Tx GO	2.00%	8/1/2023				4,000	4,000	0.40%
8/1/2022	79625GFC2		San Antonio TX Elec & Gas Txbi	3.15%	2/1/2026				3,303	3,303	3.15%
8/15/2022	639285PW9		Navarro ISD GO	5.00%	2/15/2023				5,833	5,833	0.46%
8/15/2022	978810JU5		City of Wollfforth TX GO	4.00%	2/15/2023				5,000	5,000	0.39%
8/15/2022	811275HB5		Scurry Rosser TX ISD	3.00%	8/15/2024				3,075	3,075	0.45%
8/15/2022	9128CBM2		US Treasury Note B Class	0.13%	2/15/2024				625	625	0.21%
8/15/2022	983064YX8		City of Wyllie GO	3.00%	2/15/2025				3,750	3,750	0.25%
8/15/2022	498730AX8		Klondlike TX ISD GO	1.00%	2/15/2023				1,800	1,800	0.10%
8/15/2023	340405MW6		City of Floresville TX Electr	4.00%	8/15/2023				10,500	10,500	0.46%
8/25/2022	3133ENPYO-B		FFCB 1 3/7	1.75%	2/25/2025				8,750	8,750	1.92%
8/25/2022	3133ENPYO-A		Federal Farm Credit Bank	1.75%	2/25/2025				8,750	8,750	1.76%
9/1/2022	413946PC2		Harris Cnty TX MUD#278 GO	4.00%	9/1/2023				8,400	8,400	1.14%
9/16/2022	3136G43H4		Fannie Mae	0.40%	9/16/2024				2,000	2,000	0.44%
9/29/2022	3130ARCN9		FHLB	2.00%	9/29/2026				10,000	10,000	2.00%
Total									**$ 128,238**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
As of 9/30/2022

Cash/Investment Type	Balance 12/31/2021	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 4,635,529	$ 4,636,630	$ 8,858,725	$ 8,394,635	30%	50.00%
FDIC Ins Inv	4,094,813	4,096,833	3,211,569	3,019,052	11%	50.00%
Certificates of Deposit	1,500,903	1,501,347	-	1,501,701	5%	50.00%
US Agency	5,717,448	8,494,609	8,495,157	9,993,000	35%	50.00%
US Treasury	998,291	998,492	998,694	998,899	4%	50.00%
Texas Subdivisions	3,275,215	3,503,931	3,831,384	4,332,150	15%	50.00%
Total	**$ 20,222,199**	**$ 23,231,842**	**$ 25,395,529**	**$ 28,239,437**	**100.00%**	



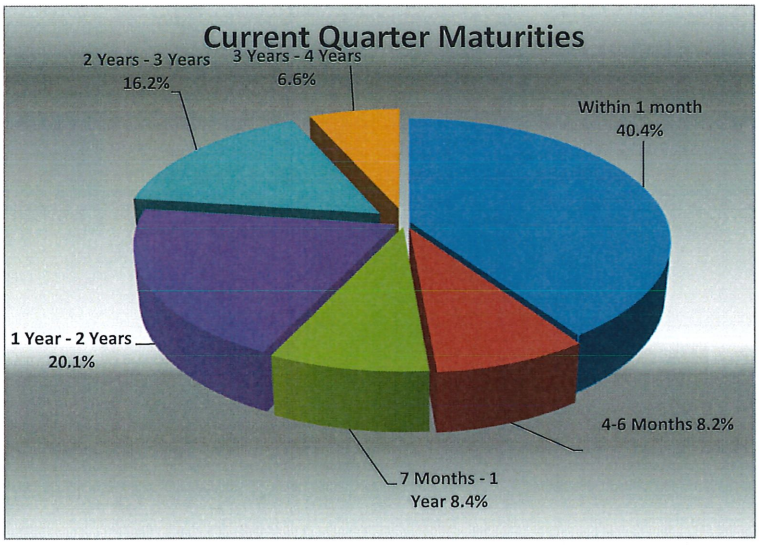


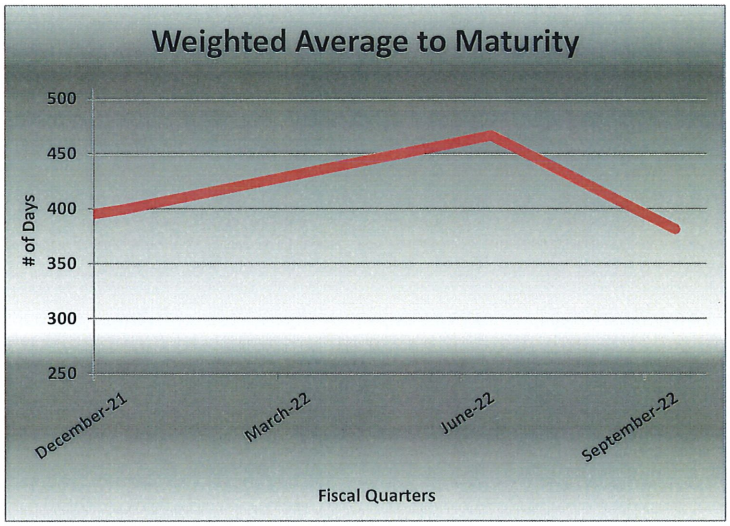
Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
As of 9/30/2022

Maturity Time Frame	Balance 12/31/2021	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Percent of Portfolio
Within 1 month	$ 8,730,342	$ 8,733,463	$ 12,070,294	$ 11,413,687	40.4%
2-3 Months	500,236	2,501,347	-	-	0.0%
4-6 Months	2,500,903	-	-	2,319,683	8.2%
7 Months - 1 Year	-	828,624	823,303	2,377,082	8.4%
1 Year - 2 Years	2,503,615	2,865,203	5,352,242	5,673,377	20.1%
2 Years - 3 Years	4,715,739	6,303,205	4,799,689	4,582,295	16.2%
3 Years - 4 Years	271,364	1,000,000	1,350,000	1,873,313	6.6%
4 Years - 5 Years	1,000,000	1,000,000	1,000,000	-	0.0%
	$ 20,222,199	**$ 23,231,842**	**$ 25,395,528**	**$ 28,239,437**	**100.00%**

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	**399.66**	**466.90**	**420.97**	**381.64**	**500.00**

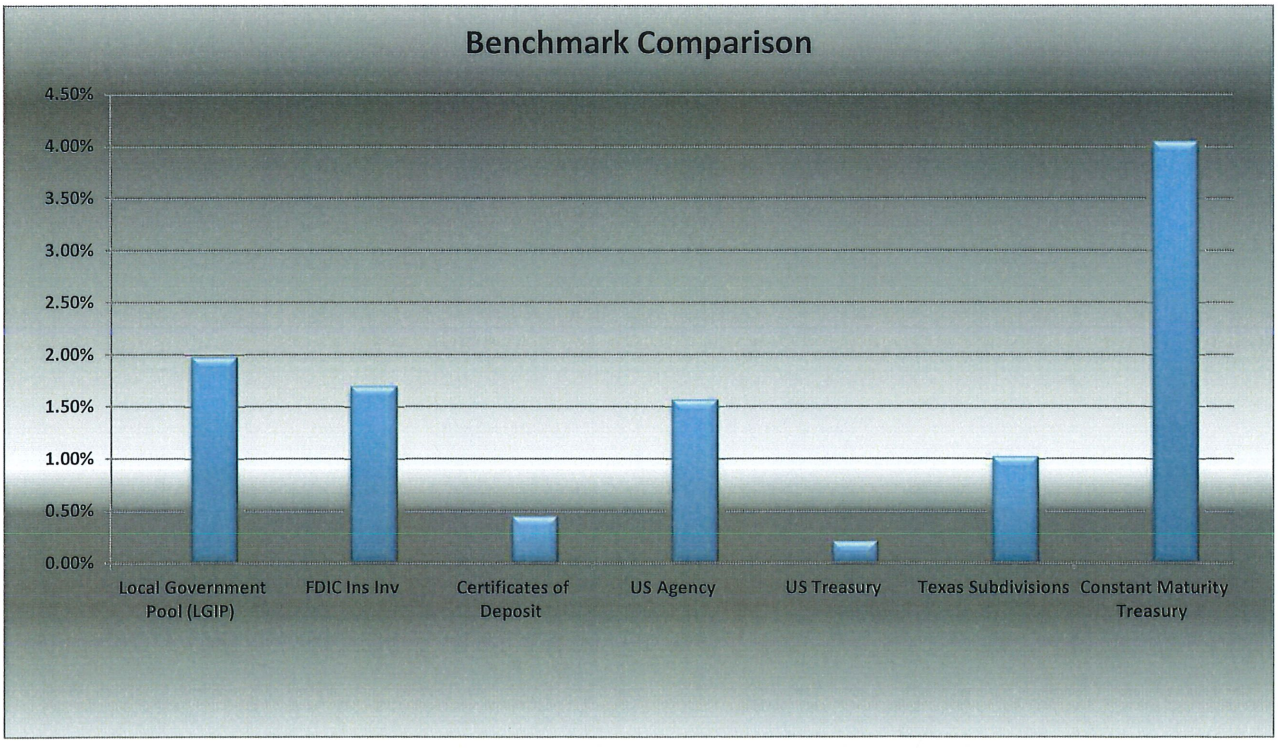




Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
As of 9/30/2022

Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
9/30/2022	TexPool	TexPool			$ 8,128	$ -	$ 8,128
9/30/2022	TexStar	TexStar			528	-	528
9/30/2022	Landing Rock	Landing Rock			11,457	-	11,457
9/30/2022	TexPool-ARPA	TexPool			27,253	-	27,253
9/30/2022	CD 197831662	Simmons Bank	0.45%	0.45%	-	1,572	1,572
9/30/2022	3133EMVD1	FFCB	0.33%	0.33%	-	825	825
9/30/2022	02301EED9	Amarillo Potter TX	4.00%	0.37%	-	429	429
9/30/2022	3130APNE1	FHLB	0.90%	0.90%	-	2,250	2,250
9/30/2022	3130AMLM2	FHLB	0.38%	0.38%	-	468	468
9/30/2022	3130AMMJ8	FHLB	0.40%	0.40%	-	1,000	1,000
7/1/2022	386166JC7	Grand Praire TX TXbl Ref	3.00%	1.60%	3,281	(2,012)	1,269
7/19/2022	3134GXXQ2	Freddie Mac	2.25%	3.39%	625	2,027	2,652
8/1/2022	448474TM8	City of Hutto, TX GO	2.00%	0.40%	4,000	(3,590)	410
8/1/2022	7625GFC2	San Antonio Tx Elec & Gas TXBl	3.15%	3.15%	3,303	(550)	2,753
8/15/2022	639285PW9	Navarro ISD GO	5.00%	0.46%	5,833	(5,573)	260
8/15/2022	498730AX8	Klondike TX ISD GO	1.00%	0.10%	1,800	(1,709)	91
8/15/2022	983064YX8	City of Wylie, TX GO	3.00%	0.25%	3,750	(3,584)	166
8/15/2022	340405MW6	City of Floresville, TX Elec Light Re	4.00%	0.46%	10,500	(9,862)	638
8/15/2022	977810JU5	City of Wolfforth TX GO	4.00%	0.39%	5,000	(4,745)	255
8/15/2022	9128CBM2	US Treasury Note B Class	0.13%	0.21%	625	(100)	525
8/25/2022	3133ENPY0-A	FFCB	1.75%	1.76%	8,750	(4,347)	4,403
9/16/2022	3136G43H4	FMNA	0.40%	0.44%	2,000	(892)	1,108
8/15/2022	811275HB5	Scurry Rosser TX ISD	3.00%	0.45%	3,075	(2,835)	240
8/25/2022	3133ENPY0-B	FFCB	1.75%	1.92%	8,750	(4,013)	4,737
9/1/2022	413946PC2	Harris Cnty TX MUD #278 GO	4.00%	1.14%	8,400	(7,140)	1,260
9/29/2022	3130ARCN9	FHLB	2.00%	2.00%	10,000	(5,000)	5,000
9/30/2022	237269JWO	Cypress-Fairbanks Tx Ind Sch	5.00%	3.52%	1,181	226	1,407
9/30/2022	3130ARPN5	FHLB	2.61%	2.61%	-	6,525	6,525
9/30/2022	3130ASPB9	FHLB	3.10%	3.13%	-	5,468	5,468
					$ 128,238	**$ (35,161)**	**$ 93,077**



Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2022

Total Portfolio Summary

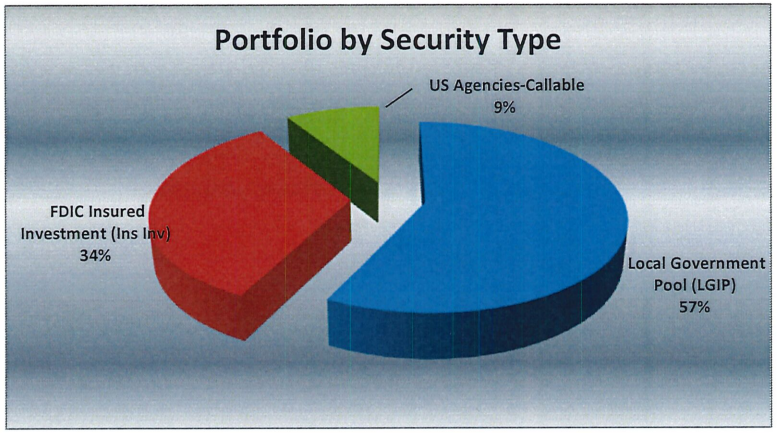
	Current Quarter 9/30/2022	Prior Quarter 6/30/2022	Change From Prior Quarter
Book Value	$ 22,161,892	$ 28,406,088	$ (6,244,196)
Market Value	$ 22,004,844	$ 28,294,707	$ (6,289,863)
Weighted Average Maturity - Days	68	60	8
Weighted Average Yield	1.78%	0.58%	1.20%
Earned Income	$ 115,052	$ 43,938	$ 71,114
Earned Income - Year-to-Date	$ 179,196	$ 64,144	$ 115,052

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of September 30, 2022, the City of Sherman's debt proceeds portfolio had a book value of about $22.1 million, which approximates the market value. Of this amount, $12.7 million was held in Local Government Investment Pools (LGIP), $7.4 million was held in FDIC Insured Investment Accounts (Ins Inv), and $2 million was held in U.S. Agency Securities.

The portfolio value decreased by $6.2 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 1.78%, 101 basis points below the 4-week Constant Maturity Treasury Index of 2.79%, and 58 basis points above the previous quarter.



Mary Lawrence, Finance Director and City of Sherman Investment Officer

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
AS of 9/30/2022

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Stormwater Certificates of Obligation		LGIP	TexPool	10/1/2022	$ 184,746	100.00	$ 184,746	$ 184,746	100.00	$ 184,746	1	2.03%
TexPool	2021 Certificates of Obligation		LGIP	TexPool	10/1/2022	12,531,971	100.00	12,531,971	12,531,971	100.00	12,531,971	1	2.03%
Landing Rock	2017 Certificates of Obligation		Ins Inv	Landing Rock	10/1/2022	2,416,208	100.00	2,416,208	2,416,208	100.00	2,416,208	1	1.70%
Landing Rock	2021 Certificates of Obligation		Ins Inv	Landing Rock	10/1/2022	5,028,967	100.00	5,028,967	5,028,967	100.00	5,028,967	1	1.70%
31300AMZQ8	2021 Certificates of Obligation	06/30/21	US Agency-Callable	FHLB	8/30/2024	1,000,000	100.00	1,000,000	1,000,000	92.62	926,212	700	0.51%
3130AMHGO	2021 Certificates of Obligation	05/27/21	US Agency-Callable	FHLB	11/26/2024	1,000,000	100.00	1,000,000	1,000,000	91.67	916,740	788	0.48%
Total						**$ 22,161,892**		**$22,161,892**	**$ 22,161,892**		**$ 22,004,844**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
AS of 9/30/2022

CUSIP	Security Type / Description	Maturity Date	Market Value 6/30/2022	Change in Market Value	Market Value 9/30/2022
TexPool 2017A Stormwater CO	LGIP		$ 1,674,239	$ (1,489,493)	$ 184,746
TexPool 2021 CO	LGIP		17,314,679	(4,782,708)	12,531,971
Landing Rock 2017 CO	Ins Inv		2,407,120	9,088	2,416,208
Landing Rock 2021 CO	Ins Inv		5,010,050	18,917	5,028,967
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	946,041	(19,829)	926,212
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	942,578	(25,838)	916,740
Total			**$ 28,294,707**	**$ (6,289,863)**	**$ 22,004,844**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
AS of 9/30/2022

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Project Payments/Draws										
9/29/2022	TexPool 2017 CO	LGIP			$ 1,497,831		$ 1,497,831	$ -	$ 1,497,831	
7/15/2022	TexPool 2021 CO	LGIP			1,555,964		1,555,964		1,555,964	
7/28/2022	TexPool 2021 CO	LGIP			208,446		208,446		208,446	
8/8/2022	TexPool 2021 CO	LGIP			767,793		767,793		767,793	
8/29/2022	TexPool 2021 CO	LGIP			47,535		47,535		47,535	
9/16/2022	TexPool 2021 CO	LGIP			2,202,779		2,202,779		2,202,779	
9/29/2022	TexPool 2021 CO	LGIP			76,437		76,437		76,437	
Deposits/Purchases										
Income Payments										
7/31/2022	Landing Rock 2017 CO	Ins Inv	0.95%					$ 1,942	1,942	0.95%
7/31/2022	Landing Rock 2021 CO	Ins Inv	0.95%					4,042	4,042	0.95%
7/31/2022	TexPool 2017A Stormwater CO	LGIP	1.52%					2,162	2,162	1.52%
7/31/2022	TexPool 2021 CO	LGIP	1.52%					21,336	21,336	1.52%
8/31/2022	Landing Rock 2017 CO	Ins Inv	1.70%					3,247	3,247	1.70%
8/31/2022	Landing Rock 2021 CO	Ins Inv	1.70%					6,759	6,759	1.70%
8/31/2022	TexPool 2017A Stormwater CO	LGIP	2.16%					3,079	3,079	2.16%
8/31/2022	TexPool 2021 CO	LGIP	2.16%					27,541	27,541	2.16%
9/30/2022	Landing Rock 2017 CO	Ins Inv	2.45%					3,899	3,899	2.45%
9/30/2022	Landing Rock 2021 CO	Ins Inv	2.45%					8,116	8,116	2.45%
9/30/2022	TexPool 2017A Stormwater CO	LGIP	2.41%					3,097	3,097	2.41%
9/30/2022	TexPool 2021 CO	LGIP	2.41%					27,369	27,369	2.41%
Total								**$ 112,589**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
AS of 9/30/2022

Cash / Investment Type	Balance 12/31/2021	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 28,690,194	$ 25,998,683	$ 18,988,918	$ 12,716,717	57.38%	100.00%
FDIC Insured Investment (Ins Inv)	7,407,020	7,410,381	7,417,170	7,445,175	33.59%	100.00%
US Agency-Callable	2,000,000	2,000,000	2,000,000	2,000,000	9.02%	100.00%
Total	**$ 38,097,214**	**$ 35,409,064**	**$ 28,406,088**	**$ 22,161,892**	**100.00%**	

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 9/30/2022

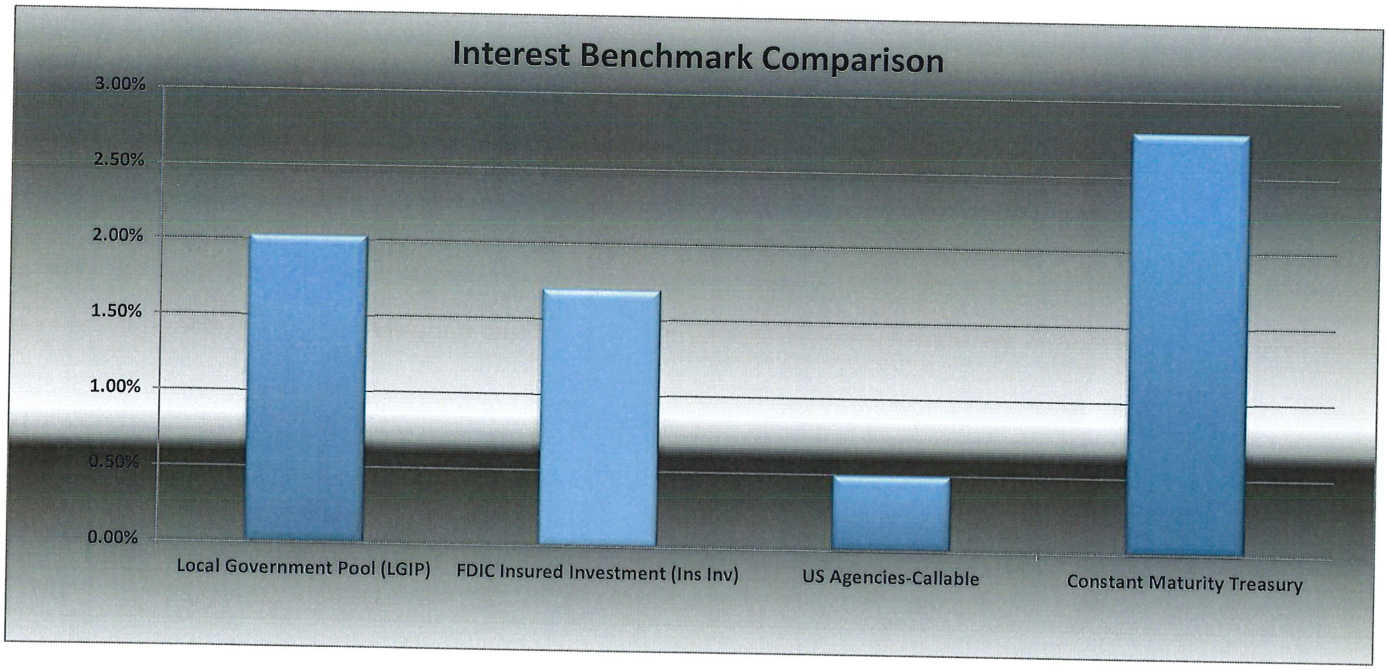
Maturity Time Frame	Balance 12/31/2021	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Percent of Portfolio	Maximum Allowable
Within 1 month	$ 36,097,214	$ 33,409,064	$ 26,406,088	$ 20,161,892	91.0%	100%
1 year - 2 years	$ -	$ -	$ -	$ 1,000,000	4.5%	
2 years - 3 years	2,000,000	2,000,000	2,000,000	1,000,000	4.5%	
3 years - 4 years	-	-	-	-	0.0%	
	$ 38,097,214	**$ 35,409,064**	**$ 28,406,088**	**$ 22,161,892**		

Liquidity Indicator				
Weighted Average Maturity	**54.34**	**53.30**	**59.79**	**68.05**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
AS of 9/30/2022

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
7/31/2022	Landing Rock 2017 CO	Insured Investment		0.95%	$ 1,942	$ -	$ 1,942
7/31/2022	Landing Rock 2021 CO	Insured Investment		0.95%	4,042	-	4,042
7/31/2022	TexPool 2017A Stormwater CO	LGIP		1.52%	2,162	-	2,162
7/31/2022	TexPool 2021 CO	LGIP		1.52%	21,336	-	21,336
8/31/2022	Landing Rock 2017 CO	Insured Investment		1.70%	3,247	-	3,247
8/31/2022	Landing Rock 2021 CO	Insured Investment		1.70%	6,759	-	6,759
8/31/2022	TexPool 2017A Stormwater CO	LGIP		2.16%	3,079	-	3,079
8/31/2022	TexPool 2021 CO	LGIP		2.16%	27,541	-	27,541
9/30/2022	Landing Rock 2017 CO	Insured Investment		0.95%	3,899	-	3,899
9/30/2022	Landing Rock 2021 CO	Insured Investment		0.95%	8,116	-	8,116
9/30/2022	TexPool 2017A Stormwater CO	LGIP		1.52%	3,097	-	3,097
9/30/2022	TexPool 2021 CO	LGIP		1.52%	27,369	-	27,369
9/30/2022	31300AMZQ8-FHLB 2021 CO	US Agency-Callable		0.51%	-	1,275	1,275
9/30/2022	3130AMHGO-FHLB 2021 CO	US Agency-Callable		0.48%	-	1,188	1,188
					$ 112,589	**$ 2,463**	**$ 115,052**



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 3.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval of Luella Crossing Phase 1, being 47.694 acres in the Sharrod Dunman Survey, Abstract Number 329; Lennar Homes of Texas Land and Construction, LTD., Owner and Kimley-Horn and Associates, Inc., Surveyor/Engineer (200-600 Blocks Luella Road)

Issue:

To consider Final Plat approval of Luella Crossing Phase 1, being 47.694 acres in the Sharrod Dunman Survey, Abstract Number 329; Lennar Homes of Texas Land and Construction, LTD., Owner and Kimley-Horn and Associates, Inc., Surveyor/Engineer (200-600 Blocks Luella Road)

Background:

The property is located in the 200-600 Blocks Luella Road, south of FM 1417 (Heritage Parkway) and west of Luella Road and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into **229 lots** for residential development.

The following has been approved for this location:

- April 19, 2022 - Zone change under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.
- April 19, 2022 - Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 441 patio homes in an R-1 (One-Family Residential) District.

Origination:

Lennar Homes of Texas Land and Construction, LTD. (Owner)
Kimley-Horn and Associates, Inc.(Surveyor/Engineer)

Financial Consideration:

None

Staff Recommendation:

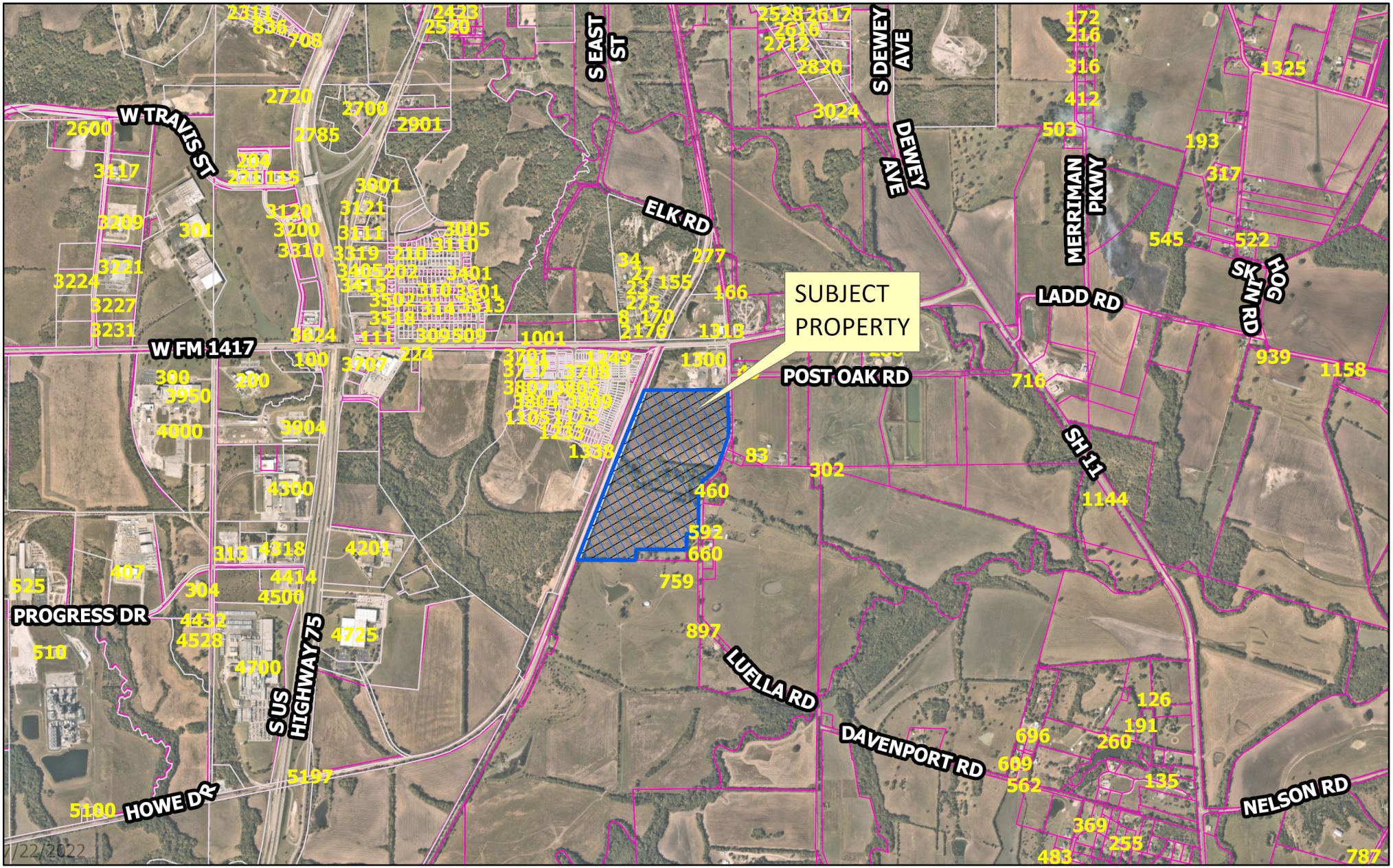
At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



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7/22/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(200-600 Luella Rd)

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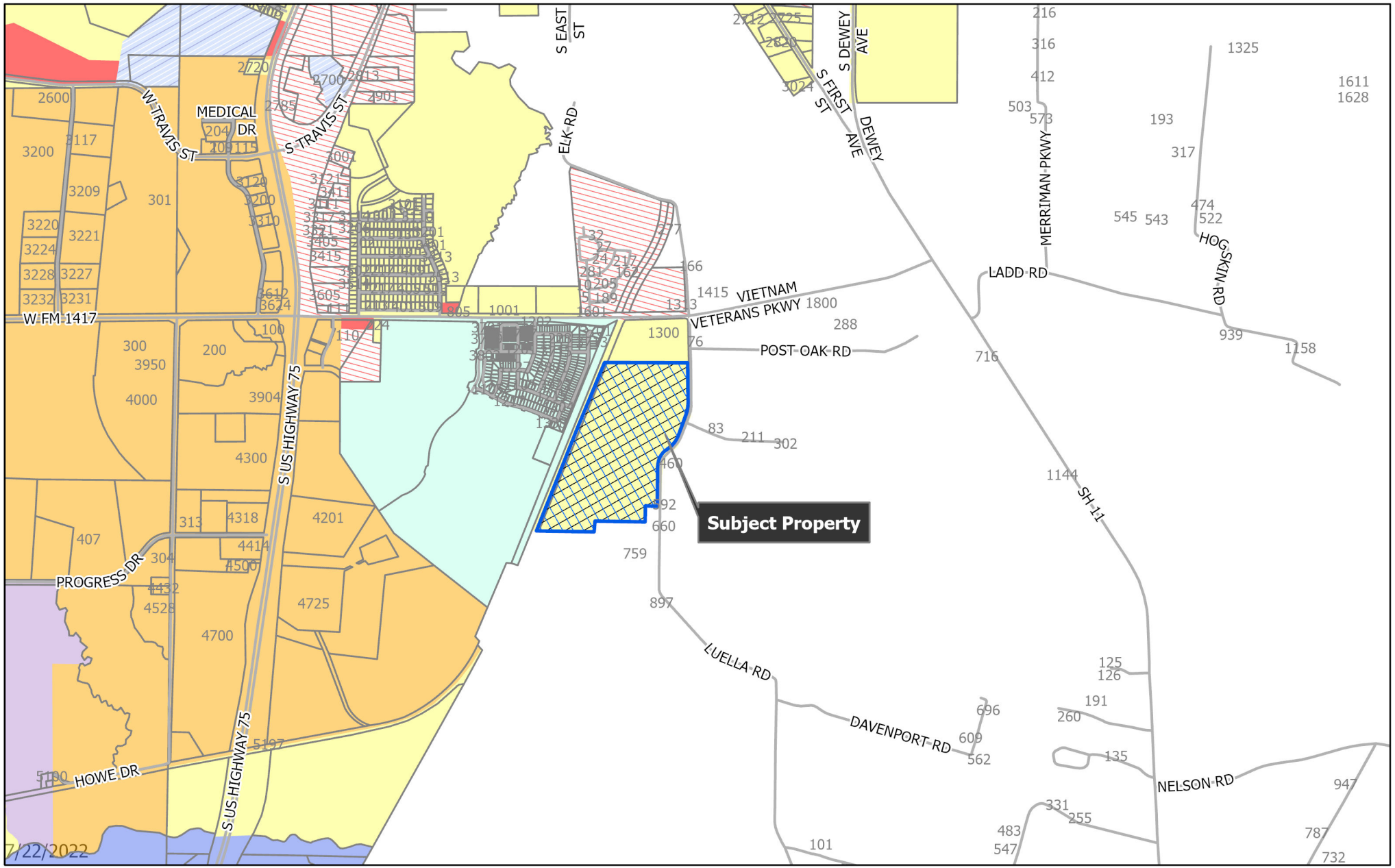

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map
(200-600 Luella Rd)

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Scale: 1:25,186

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MATCH LINE - SEE SHEET No. 4

MATCH LINE
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MATCH LINE - SEE SHEET No. 2

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VICINITY MAP

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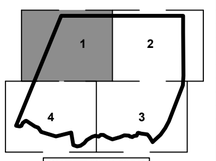

SHEET KEY MAP

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IRSC	IRON ROD S T WITH C
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SEE SHEET No. 4 FOR LINE AND CURVE TABLE

FINAL PLAT
LUELLA CROSSING
PHASE 1

LOC LOTS 2 6 LOC C LOTS 2 3
LOC D LOTS 2 3 LOC LOTS 26 LOC LOTS
3 LOC H LOTS LOC I LOTS 2 LOC LOTS 2

229 R SID NTI L LOTS
HO LOTS

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Lennar Homes o Te as Land and Construction LTD
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Irvin T 63
Contact : nnie He ner . .

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VICINITY MAP

N.T.S.

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LEGEND

SEE SHEET No. 1 FOR GENERAL NOTES
SEE SHEET No. 4 FOR LINE AND CURVE TABLE

FINAL PLAT
LUELLA CROSSING
PHASE 1

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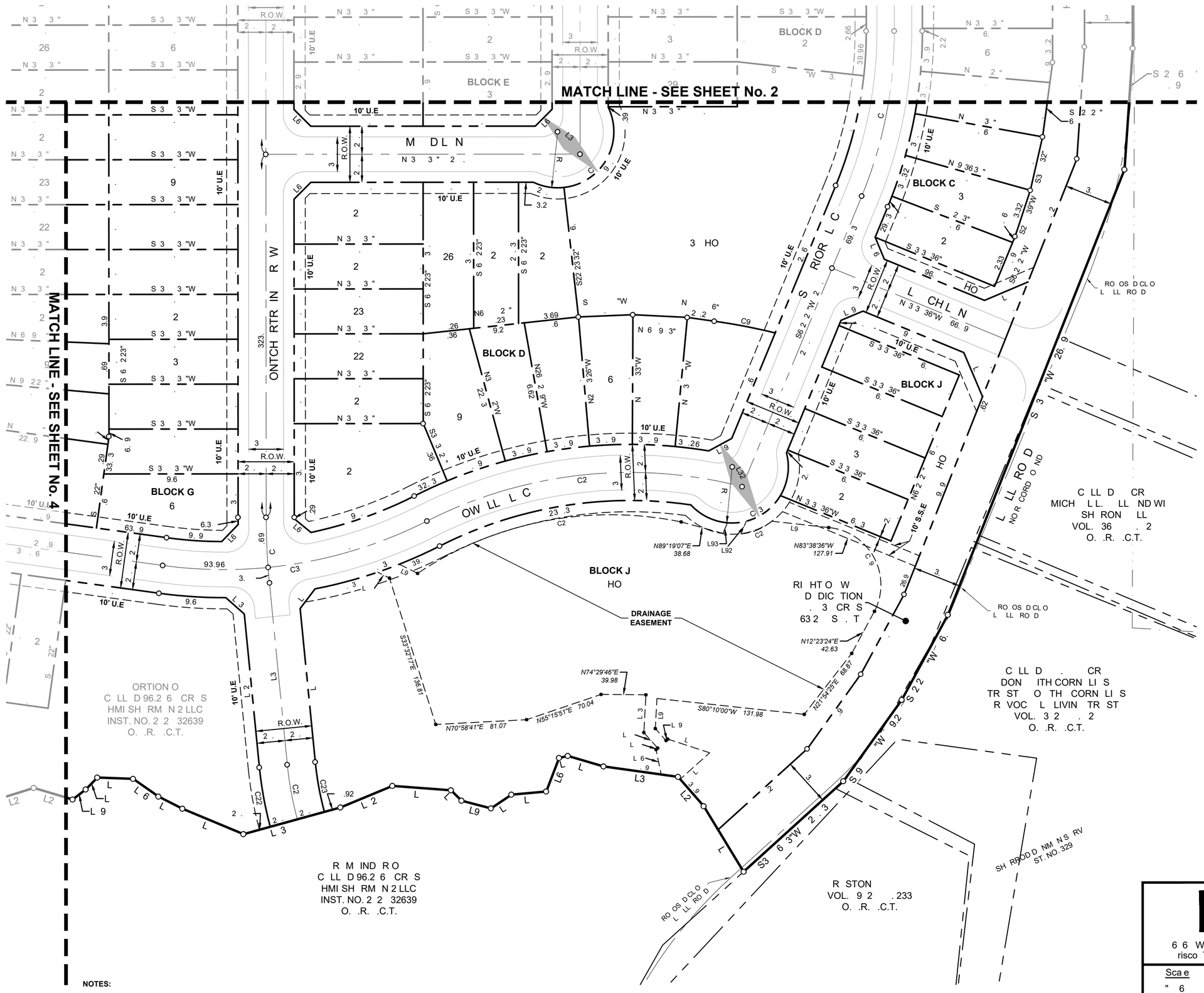

VICINITY MAP

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SHEET KEY MAP

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FINAL PLAT

LUELLA CROSSING

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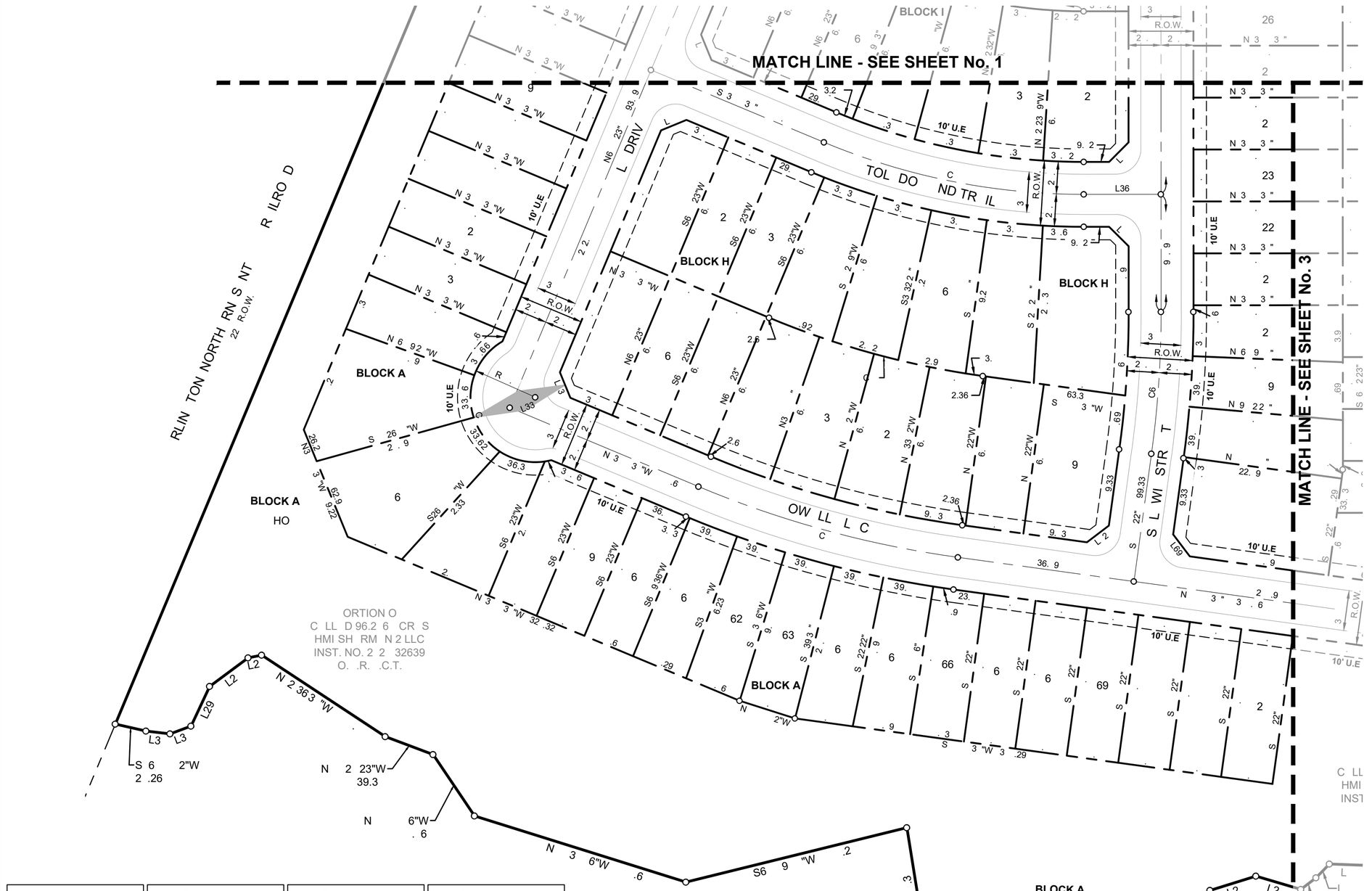

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FINAL PLAT

LUELLA CROSSING

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L9	S 39 "W	2 . 3
L	N6 2"W	3.23
L	S 6 "W	2.32
L 2	S 2 2 "W	. 2
L 3	S 3 2"W	9.6
L	N 3 2 "W	. 6
L	N 9 "W	23.93
L 6	N 6"W	2 .
L	S 6 3 "W	3 .93
L	S2 2"W	. 9
L 9	S36 32 3"W	.
L2	N 9 29 "W	36. 2

LIN T L		
NO.	RIN	L N TH
L2	S 6 3 "W	3 .
L22	S 3 36"W	.63
L23	S23 26 "W	3. 9
L2	S39 3 3"W	2.
L2	S6 3"W	3 .9
L26	N 6 23 "W	3.
L2	S62 6"W	.63
L2	S3 2 "W	36.96
L29	S 9 22"W	33.
L3	S 3 "W	.22
L3	S 39 36"W	.6
L32	S 3 3 2"	9.
L33	S 23"W	2 .2
L3	N6 223"W	2 .2
L3	N2 3 "	2 .2
L36	S 3 3 "W	9. 2
L3	N2 3 33"W	62. 2
L3	S6 223"	2 .2
L39	N6 223"W	2 .2
L	N2 3 "	2 .2

LIN T L		
NO.	RIN	L N TH
L	N 3 "	3 . 2
L 2	N 6 2 3"W	3 . 3
L 3	N 2 "W	3 .62
L	S6 3 "	2. 2
L	N2 3 "	2 .2
L 6	N3 3 36"W	2 .2
L	S 932"W	2. 6
L	S39 2 "	2.
L 9	N 2 2 "	2 .2
L	N2 "	22.
L	N2 3 33"W	3 .3
L 2	S2 3 33"	3 .3
L 3	S6 26 3"	22.
L	N6 223"W	2 .2
L	S2 3 "W	2 .2
L 6	N6 223"W	2 .2
L	S2 23"W	2.
L	S6 223"	2 .2
L 9	S 2 36"W	23.29
L6	N66 3 "W	9.3

LIN T L		
NO.	RIN	L N TH
L6	N2 3 "	2 .2
L62	N2 3 "	2 .2
L63	N6 223"W	2 .2
L6	N2 3 "	2 .2
L6	S6 223"	2 .2
L66	S2 3 "W	2 .2
L6	N6 223"W	2 .2
L6	N2 "	2 . 3
L69	S 3 22"	2 .2
L	S2 3 "W	2 .2
L	N6 223"W	2 .2
L 2	N36 3 "	2 .2
L 3	S3 3 "	2 .2
L	S 23"W	2 .2
L	N3 3 "W	2 .2
L 6	N2 3 "	2 .2
L	S6 223"	2 .2
L 9	S 3 263 "	.
L	N 9 33 "W	.6

LIN T L		
NO.	RIN	L N TH
L	S 6 223"	. 9
L 2	S 3 3 "W	.
L 3	S 2 "	33. 3
L	S "	.
L	S32 9"W	2.
L 6	S2 "	22.
L	N32 9"	3 .2
L	N "W	39.36
L 9	N32 9"	2.
L9	N 2 "W	26.
L9	S 93 "W	.9
L92	S 6 2 2 "W	2.2
L93	S 6 2 2 "W	. 9
L9	N 9 33 "W	.

C RV T L						
NO.	D LT	R DI S	L N TH	CHORD	RIN	CHORD
C	22 23 "	3 6.	.	N 29"W		9.92
C2	2 36"	.	2 .	S6 629"W		2 2. 2
C3	3 2 "	.	2 2.36	N6 2 9"		23 .6
C	2 "	.	2 .	N 9 "		2 .
C	22 3 6"	.	.6	N 3 "W		.6
C6	"	.	9.6	N 2 6 2"W		9. 2
C	22 3 6"	.	2 . 9	N 93 "		2 .
C	3 "	6 .	.	S 9 "		.
C9	3 "	.	.2	S 3 "W		. 9
C	2 39"	3 .	.96	N 3 "		.66
C	2 "	6 9.	.	N 9 "		.66
C 2	63 23"	.	2. 9	N6 223"W		9 .99

C RV T L						
NO.	D LT	R DI S	L N TH	CHORD	RIN	CHORD
C 3	22"	.	32. 6	N 262 "		9 .
C	63 23"	.	2. 9	S3 3 "		9 .99
C	63 23"	.	2. 9	S2 3 "W		9 .99
C 6	63 23"	.	2. 9	N6 223"W		9 .99
C	63 23"	.	2. 9	S2 3 "W		9 .99
C	2"	.	23.6	N2 3 "		9 . 6
C 9	2 2 "	.2	.3	N 3 "W		.
C2	3 3"	9.36	3 . 9	N 3 "		29.62
C2	29 2 "	3 9.	2 .	S62 6 "W		239.3
C22	9 29 "	32 .	3.	S26 22 "		3.
C23	9 26 "	2 .	.29	S26 2 3 "		.2
C2	9 2 "	3 .	9.	S26 2 2 "		9. 9

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. is the owner o the o owin tract o and:

BEING a tract o and situated in the Sharrod Dunman Surve stract No. 329 ra son Count Te as and ein a ortion o a ca ed 96.2 6 acre tract o and descri ed in a enera Warrant Deed to HMI Sherman 2 LLC as recorded in Instrument No. 2 2 32639 o the O icia u ic Records o ra son Count Te as and ein more articu ar descri ed metes and ounds as o ows:

BEGINNING at a inch iron rod with astic ca stam ed H set or the northeast corner o said 96.2 6 acre tract and the southeast corner o a ca ed 2 . acre tract o and descri ed in a Warrant Deed to ra son Count Te as as recorded in Vo ume a e 9 o the Deed Records o ra son Count Te as same ein in an as ha t road nown as Lue a Road an a arent u ic use road no record ound

THENCE in a souther direction a on the easter ine o said 96.2 6 acre tract and enera a on the center o said Lue a Road the o owin :

South 36 " ast a distance o 3.9 eet to a inch iron rod with astic ca stam ed H set or corner

South 6 " ast a distance o . eet to a inch iron rod with astic ca stam ed H set or corner

South 2 6 " ast a distance o . 9 eet to a inch iron rod with astic ca stam ed H set or corner

South 3 " West a distance o 26. 9 eet to a inch iron rod with astic ca stam ed H set or corner

South 2 2 " West a distance o 6. eet to a inch iron rod with astic ca stam ed H set or corner

South 9 " West a distance o 9.2 eet to a inch iron rod with astic ca stam ed H set or corner

South 3 6 3" West a distance o 2 . 3 eet to a inch iron rod with astic ca stam ed H set or corner

THENCE de artin the easter ine o said 96.2 6 acre tract and said Lue a Road and crossin said 96.2 6 acre tract and a on the center ine o a cree the o owin :

North 2" West a distance o 6 .33 eet to a inch iron rod with astic ca stam ed H set or corner

North " West a distance o 3 . 2 eet to a inch iron rod with astic ca stam ed H set or corner

South 22" West a distance o 6 . eet to a inch iron rod with astic ca stam ed H set or corner

North 9 3 " West a distance o 33. eet to a inch iron rod with astic ca stam ed H set or corner

South 6 9 3" West a distance o . eet to a inch iron rod with astic ca stam ed H set or corner

South " West a distance o 32. 3 eet to a inch iron rod with astic ca stam ed H set or corner

South 6 " West a distance o 3 . 2 eet to a inch iron rod with astic ca stam ed H set or corner

South 2 3 " West a distance o 2 .9 eet to a inch iron rod with astic ca stam ed H set or corner

South 39 " West a distance o 2 . 3 eet to a inch iron rod with astic ca stam ed H set or corner

North 6 2" West a distance o 3.23 eet to a inch iron rod with astic ca stam ed H set or corner

South 6 " West a distance o 2.32 eet to a inch iron rod with astic ca stam ed H set or corner

South 2 2 " West a distance o . 2 eet to a inch iron rod with astic ca stam ed H set or corner

South 3 2" West a distance o 9.6 eet to a inch iron rod with astic ca stam ed H set or corner

North 3 2 " West a distance o . 6 eet to a inch iron rod with astic ca stam ed H set or corner

North 9 " West a distance o 23.93 eet to a inch iron rod with astic ca stam ed H set or corner

North 6" West a distance o 2 . eet to a inch iron rod with astic ca stam ed H set or corner

South 6 3 " West a distance o 3 .93 eet to a inch iron rod with astic ca stam ed H set or corner

South 2 2" West a distance o . 9 eet to a inch iron rod with astic ca stam ed H set or corner

South 36 32 3" West a distance o . eet to a inch iron rod with astic ca stam ed H set or corner

North 9 29 " West a distance o 36. 2 eet to a inch iron rod with astic ca stam ed H set or corner

South 6 3 " West a distance o 3 . eet to a inch iron rod with astic ca stam ed H set or corner

South 3 36" West a distance o .63 eet to a inch iron rod with astic ca stam ed H set or corner

South 23 26 " West a distance o 3. 9 eet to a inch iron rod with astic ca stam ed H set or corner

South 39 3 3" West a distance o 2. eet to a inch iron rod with astic ca stam ed H set or corner

South 6 3" West a distance o 3 .9 eet to a inch iron rod with astic ca stam ed H set or corner

North 6 23 " West a distance o 3. eet to a inch iron rod with astic ca stam ed H set or corner

North 2 6 " West a distance o .3 eet to a inch iron rod with astic ca stam ed H set or corner

South 6 9 " West a distance o .2 eet to a inch iron rod with astic ca stam ed H set or corner

North 3 6" West a distance o .6 eet to a inch iron rod with astic ca stam ed H set or corner

North 6" West a distance o . 6 eet to a inch iron rod with astic ca stam ed H set or corner

North 2 23" West a distance o 39.3 eet to a inch iron rod with astic ca stam ed H set or corner

North 2 36 3 " West a distance o . eet to a inch iron rod with astic ca stam ed H set or corner

South 62 6" West a distance o .63 eet to a inch iron rod with astic ca stam ed H set or corner

South 3 2 " West a distance o 36.96 eet to a inch iron rod with astic ca stam ed H set or corner

South 9 22" West a distance o 33. eet to a inch iron rod with astic ca stam ed H set or corner

South 3 " West a distance o .22 eet to a inch iron rod with astic ca stam ed H set or corner

South 39 36" West a distance o .6 eet to a inch iron rod with astic ca stam ed H set or corner

South 6 2" West a distance o 2 .26 eet to a inch iron rod with astic ca stam ed H set on the wester ine o said 96.2 6 acre tract same a so ein on the easter ine o the ur in ton Northern Santa e Rai road 22 wide ri ht o wa

THENCE North 6 2" ast a on the wester ine o said 96.2 6 acre tract and the easter ine o said the ur in ton Northern Santa e Rai road ri ht o wa a distance o 3 .9 eet to a inch iron rod with astic ca stam ed H set or the northeast corner o said 96.2 6 acre tract and the southwest corner o a oresaid 2 . acre ra son Count Te as tract

THENCE North 23 " ast a on the norther ine o said 96.2 6 acre tract the souther ine o said 2 . acre tract a distance o 3 .6 eet to the **POINT OF BEGINNING** and containin .69 acres 2 3 s uare eet o and more or ess.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., actin herein and throu h its du authori ed o icers does here certi and ado t this at desi natin the herein a ove descri ed ro ert as **LUELLA CROSSING PHASE 1,** an addition to the Cit o Sherman and does here dedicate to the u ic use orever the streets and a e s shown thereon.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., does herein certi the o owin :

. The streets and a e s herein are dedicated in ee sim e or street and a e ur oses.

2. u ic im rovements and dedications sha e ree and c ear o a de t iens and or encum rances.

3. The easements and u ic use areas as shown and created this at are dedicated or the u ic use orever or the ur oses indicated on this at.

. No ui din s ences trees shru s or other im rovements or rowths sha e constructed or aced u on over or across the easements as shown e ce t that andsca e im rovements ma e ace in andsca e easements i a roved the Cit o Sherman.

. The Cit o Sherman is not res onsi e or re acin an im rovements in under or over an easements caused maintenance or re air.

6. ti it easements ma a so e used or the mutua use and accommodation o a u ic uti ities desirin to use or usin the same un ess the easement imits the use to articu ar uti ities said use u ic uti ities ein su ordinate to the u ic s and Cit o Sherman s use thereo .

. The Cit o Sherman and u ic uti ities sha have the ri ht to remove and ee removed a or arts o an ui din s ences trees shru s or other im rovements or rowths which ma in an wa endan er or inter ere with the construction maintenance or e icienc o their res ective s stems in the easements.

. The Cit o Sherman and u ic uti ities sha at a times have the u ri ht o in ress and e ress to or rom their res ective easements or the ur ose o constructin reconstructin ins ectin atro in maintainin readin meters and addin to or removin a or arts o their res ective s stems without the necessit at an time rocurin ermission rom an one.

9. modi ications to this document sha e means o at and a roved the Cit o Sherman.

This at a roved su ect to a attin ordinances ru es re u ations and reso utions o the Cit o Sherman Te as.

WITN SS m hand this da o .

BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. a Te as imited ia i it com an

:
Name and Tit e

STATE OF TEXAS §

COUNTY OF _____ §

OR M the undersi ned a Notar u ic in and or The State o Te as on this da ersona a eared nown to me to e the erson and o icer whose name is su scri ed to the ore oin instrument and ac now ed ed to me that he e ecuted the same or the ur oses and considerations therein e ressed and in the ca acit therein stated.

IV N ND R M H ND ND S L O O IC this the da o .

Notar u ic State o Te as

AVIGATION RELEASE

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. hereina ter ca ed OWN R whether one or more is the owner o a certain arce o and situated in the Cit o Sherman ra son Count Te as ein more articu ar descri ed as **LUELLA CROSSING PHASE 1** an addition to the Cit o Sherman ra son Count Te as.

OWN R does here waive re ease remise uit c aim and orever ho d harm ess the Cit o Sherman Te as a munici a cor oration hereina ter ca ed CIT and Sherman Munici a ir ort hereina ter ca ed IR ORT rom an and a c aims or dama es o an ind that OWN R ma now have or ma hereina ter have in the uture reason o the assa e o a aircra t aircra t ein de ined or the ur ose o this instrument as an contrivance now nown or hereina ter invented used or desi ned or navi ation o or i ht in the air whomsoever owned and o erated in the airs ace a ove OWN R S ro ert . Such re ease sha inc ude ut not e imited to an dama es to OWN R S descri ed ro ert such as noise vi ration umes dust ue and u ricant artic es and a other e ects that ma e caused the o eration o aircra t andin at or ta in o rom or o eratin at or on the Sherman Munici a ir ort whether such c aim e or in ur or death to erson or ersons or dama es to or ta in o ro ert and OWN R does here u remiss and re ease an ri ht or cause o action which it ma now have or which it ma in the uture have a ainst the CIT or the IR ORT whether such c aims e or in ur or death to ersons or dama e to ro ert due to noises vi ration umes dust ue and u ricant artic es and a the other e ects that ma e caused or ma have een caused the o eration and or maintenance o aircra t or aircra t en ines at or on said Sherman Munici a ir ort.

It is a reed that this Re ease sha e indin u on OWN R his successors heirs e ecutors administrators and assi ns in interest with re ard to said ro ert ocated in **LUELLA CROSSING PHASE 1** an addition to the Cit o Sherman Te as and it is urther a reed that this instrument sha e a covenant runnin with the and and sha e recorded in the Deed Records o ra son Count Te as.

ecuted this da o D 2 22.

BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. a Te as imited ia i it com an

:
Name and Tit e

STATE OF TEXAS §

COUNTY OF _____ §

OR M the undersi ned a Notar u ic in and or The State o Te as on this da ersona a eared nown to me to e the erson and o icer whose name is su scri ed to the ore oin instrument and ac now ed ed to me that he e ecuted the same or the ur oses and considerations therein e ressed and in the ca acit therein stated.

IV N ND R M H ND ND S L O O IC this the da o .

Notar u ic State o Te as

DETENTION EASEMENT
(ABOVE GROUND DETENTION)

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

CITY OF SHERMAN §

This at is here ado ted the Owner s and a roved the Cit o Sherman "Cit " su ect to the o owin conditions which sha e indin u on the Owner s their heirs rantees successors and assi ns:

The area or areas shown on the at as "Detention asement" sha remain accessi e at a times and sha e maintained Owner s o the ot or ots that are traversed or ad acent to the Detention asement. The Cit wi not e res onsi e or the maintenance and o eration o the draina e aci ities within the Detention asement or or an dama e to rivate ro ert or erson that resu ts rom conditions within the Detention asement. No o struction to the natura ow o storm water run o sha e ermitted construction o an t e within the Detention asement un ess a roved the Director o n ineerin Services. ach ro ert owner sha ee the ortion Detention asement traversin or ad acent to their ro ert c ean and ree o de ris si t and an materia s which wou d resu t in unsanitar conditions or o struct the ow o water. The Cit sha have the ri ht o in ress and e ress or the ur ose o ins ection and su ervision o maintenance wor the ro ert owner. The Cit sha not e he d ia e or an dama es o an nature resu tin rom ai ure o aci ities within the Detention asement. The Cit sha have the ri ht to enter u on the Detention asement at an oint or oints to investi ate surve construct and maintain an draina e aci it deemed necessar or draina e ur oses. The minimum inished oor e evation or each ot sha e as shown on the at.

SURVEYOR'S CERTIFICATION

NOW LL M N TH S R S NTS:

That I Michae . Mar do here certi that I re ared this at and the ie d notes made a art thereo rom an actua and accurate surve o the and and that the corner monuments shown thereon were ro er aced under m ersona su ervision in accordance with the Su division re u ations o the Cit o Sherman Te as.

Michae . Mar
Re istered ro essiona Land Surve or No.
im e Horn and ssociates Inc.
6 6 Warren w Suite 2
risco Te as 3
hone 9 2 33 3

R LIMIN R
THIS DOC M NT SH LL NOT R CORD D OR N R OS ND SH LL NOT S D OR VI W D OR R LI D ON S IN L S RV DOC M NT

STATE OF TEXAS §

COUNTY OF COLLIN §

OR M the undersi ned a Notar u ic in and or The State o Te as on this da ersona a eared Michae . Mar nown to me to e the erson and o icer whose name is su scri ed to the ore oin instrument and ac now ed ed to me that he e ecuted the same or the ur oses and considerations therein e ressed and in the ca acit therein stated.

IV N ND R M H ND ND S L O O IC this the da o 2 22.

Notar u ic State o Te as

FINAL PLAT
LUELLA CROSSING
PHASE 1

LOC LOTS 2 6 LOC C LOTS 2 3
LOC D LOTS 2 3 LOC LOTS 26 LOC LOTS 3 LOC H LOTS LOC I LOTS 2 LOC LOTS 2

229 R SID NTI L LOTS
HO LOTS

.69 CR S SIT T D IN TH SH RROD D NM N S RV 329
CIT O SH RM N R SON CO NT T S

Kimley»Horn

6 6 Warren ar wa Suite 2 Te . No. 9 2 33 3
risco Te as 3 IRM 93 22

Sca e	Drawn	Chec ed	Date	ro ect No.	Sheet No.
N	CDS	H	u . 2 22	63 2	O

OWNER / APPLICANT:
Lennar Homes o Te as Land and Construction LTD
Mar et ace vd. Suit
Irvin T 63
Contact : nnie He ner . .

SURVEYOR / ENGINEER:
im e Horn and ssociates Inc.
26 . Davis Street Suite
Mc inne T 69
h: 9 2 33 3
Contact: Michae Car is e

DW N M : C: S RS COD .S T RS ON DRIV H D S TO 63 2 H S .DW LOTT D S T RS COD 9 2 22 :2 M L ST S V D 9 2 22 9:3 M

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Updated September 15, 2022

Attn: Annie Hepner, P.E.
Lennar Homes of Texas
Land and Construction, LLC
1707 Market Place Blvd., Ste. 100
Irving, TX 75063

Attn: Michael Carlisle, P.E.
Kimley-Horn & Associates, Inc.
260 E. Davis St., Ste. 100
McKinney, TX 75069

Dear Applicants,

The request for approval of the Final Plat of Luella Crossing, Phase 1 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Recommend denial of Final Plat approval due to Preliminary Plat Staff Review Letter items not being addressed on Final Plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(A)(2)*
2. Correct Match Lines on Page 1 of plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
3. Dedicate a 45' Right of Way Dedication along Luella Road in regards to Grayson County/City of Sherman Thoroughfare Plan. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Dedicate a 15' Utility Easement along Luella Road. Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)
5. Dedicate a 15'x15' Right of Way corner clip on all street intersecting corners of proposed Lots. Provided corner clips are not sufficient. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
6. Rainy Drive and Tahoe Road shall be renamed. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
7. Remove 10' Water Easement from dedicated ROW for Luella Road.
8. Ownership and Maintenance of X-HOA lots to be indicated on final plat.
9. Drainage Easement on Lot 1X-HOA, Block J to be shown as a Private Drainage Easement.
10. Minimum lot width at property line is 60 feet. Variance required for all lots not meeting 60 feet. *Code of Ordinances Chapter 14, Sec. 6.3.1*
11. Specific Use Permit required if proposed lots are to be patio home lots. *Chapter 14, Section 8, Subsection (9)*
12. Some lots do not meet minimum patio home requirements of 40' in width at street frontage and 45' in width at street frontage for corner lots.

13. Signature and Dedication blocks on final plats shall meet City standard. *Code of Ordinances Chapter 10.05, Section 6*
14. Verify cul-de-sacs and knuckles meet standard. *Code of Ordinances Chapter 3.02.002(c)(37)*
15. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
16. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
17. Water main must be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
18. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
19. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
20. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
21. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
22. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
23. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. <u>CAD file must be submitted digitally at time of final approval</u>. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 18.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

200-600 BLOCKS LUELLA ROAD

The request of Lennar Homes of Texas Land and Construction, LTD. (Owner) and Kimley-Horn and Associates, Inc.(Surveyor/Engineer) concerning the property located in the 200-600 Blocks Luella Road, being 47.694 acres in the Sharrod Dunman Survey, Abstract Number 329, as follows:

Planning and Zoning Commission

Final Plat approval of Luella Crossing Phase 1.

Background:

This item was tabled at the August 16, 2022 meeting. The property is located in the 200-600 Blocks Luella Road, south of FM 1417 (Heritage Parkway) and west of Luella Road and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into 229 lots for residential development.

The following has been approved for this location:

- April 19, 2022 - Zone change under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.
- April 19, 2022 - Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 441 patio homes in an R-1 (One-Family Residential) District.

Adjacent Zoning:

R-1 (One-Family Residential) District
ETJ (Extra Territorial Jurisdiction)
PD (Planned Development

Origination:

Lennar Homes of Texas Land and Construction, LTD. (Owner)
Kimley-Horn and Associates, Inc.(Surveyor/Engineer)

Master Plan Designation:

Not included in the Master Plan.

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

Yes

Staff Recommendation:

Staff has recommended denial of the Luella Crossing Phase 1 Final Plat based on items not addressed from the Preliminary Plat Staff Review Letter. The applicant submitted a revised final plat, but it was received after the due date to receive modifications to the final plat subject to Chapter 10, Exhibit A, Subsection 4(B)(2)(a) in the City of Sherman Code of Ordinances. Engineering has reviewed the late submittal and most of the Staff Review items have been addressed.

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 4.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat approval of Mandy's Addition, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall; Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor (4312 Texoma Parkway)

Issue:

To consider Replat approval of Mandy's Addition, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall; Chris Martin, Owner; Rex Huddleston, Prospective Buyer; Tatchio and Associates Architects, Architect; and Preston Trail Land Surveying, Surveyor (4312 Texoma Parkway)

Background:

The property is located at 4312 Texoma Parkway, the southwest corner of North Frisco Road and Texoma Parkway. The owner is requesting approval for a Specific Use Permit and Site Plan to allow a Self-Storage; a Zone Change from M-1 (Light Manufacturing) District to a C-2 (General Commercial) District; and a Variance for 20 parking spaces and Replat approval for Mandy's Addition.

The following has been approved for this location:

- December 12, 2000 - Specific Use Permit to allow living quarters in a C-2 (General Commercial) District
- June 11, 2002 - Variance to allow a 10' truck barrier with a 7' front setback in lieu of 25' required in a C-2 (General Commercial) District
- February 22, 2011 - Specific Use Permit to allow the conversion of the self service portion of an existing carwash into a Climate Controlled Storage Facility in an M-1 (Light Manufacturing) District
- May 17, 2016 - Site plan approval for an additional storage facility for Mandy's Mini Storage
- June 20, 2017 - Variance to allow a 6' wrought iron fence on the front property line along Texoma Parkway in lieu of the required 25' in a M-1 (Light Manufacturing) District.

Origination:

Chris Martin (Owner)
Rex Huddleston (Prospective Buyer)
Tatchio and Associates Architects (Architect)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

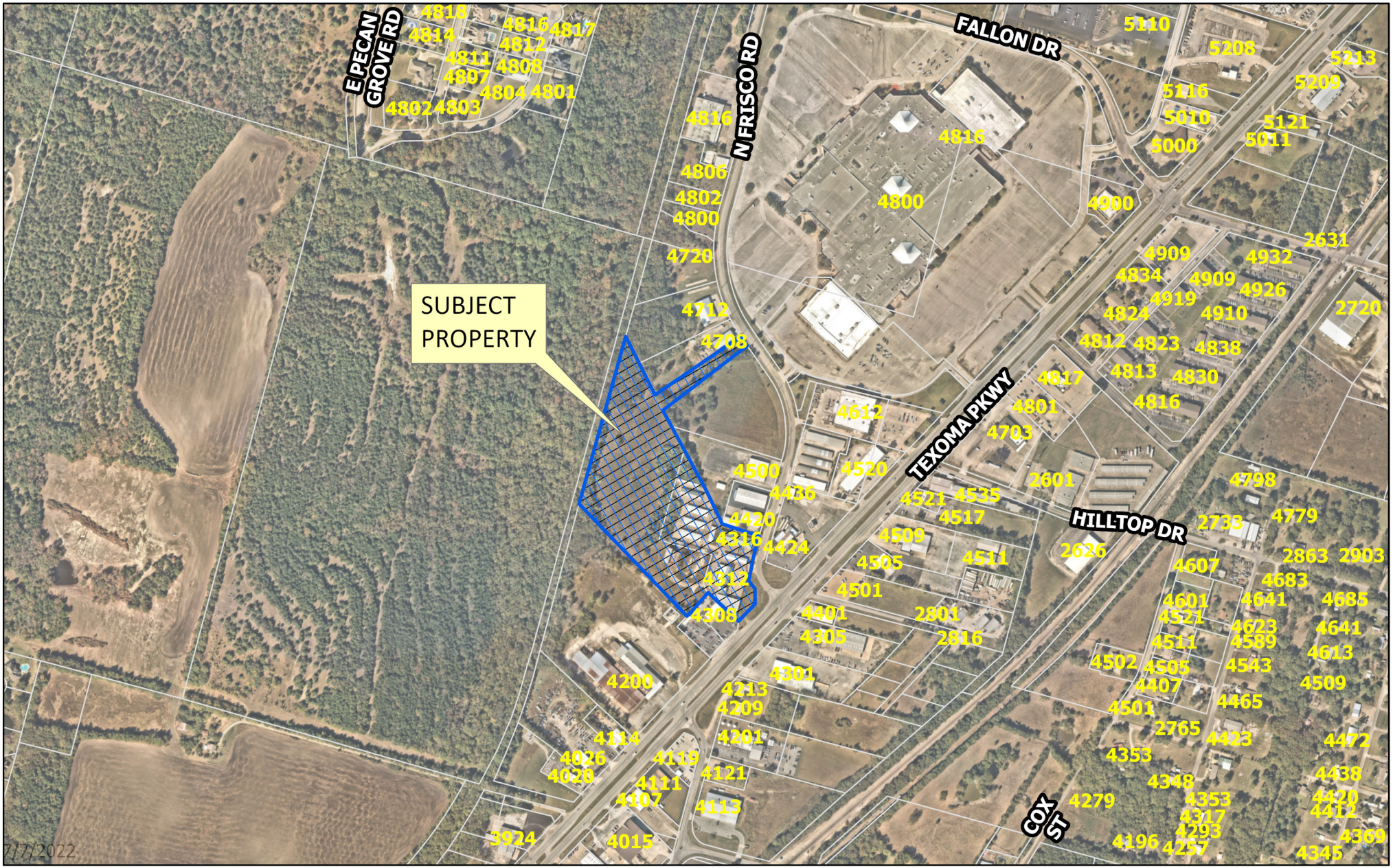
At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

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



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7/7/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(4312 Texoma Parkway)

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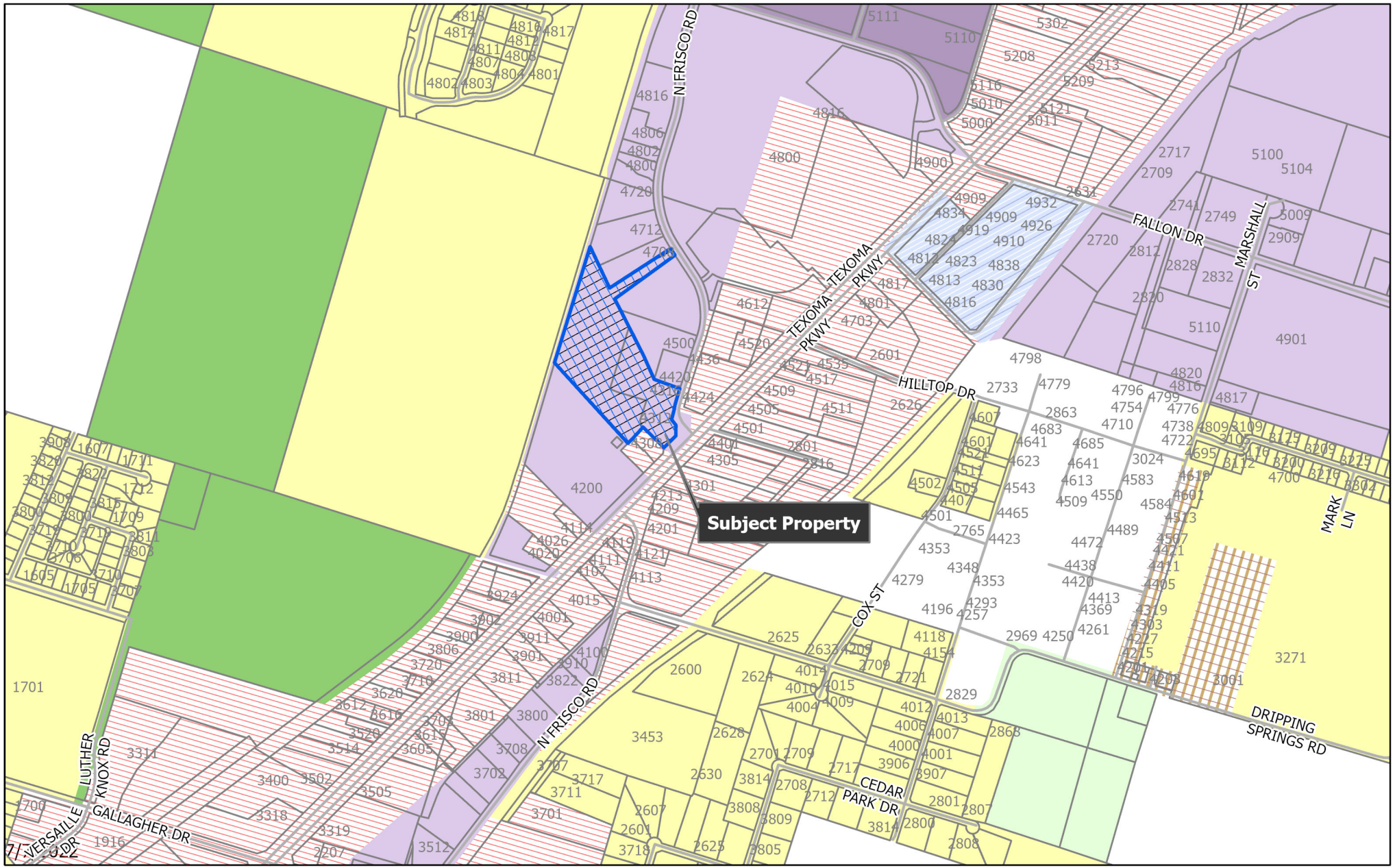
Date: 7/7/2022 11:04 AM

Scale: 1:7,234



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map
(4312 Texoma Parkway)

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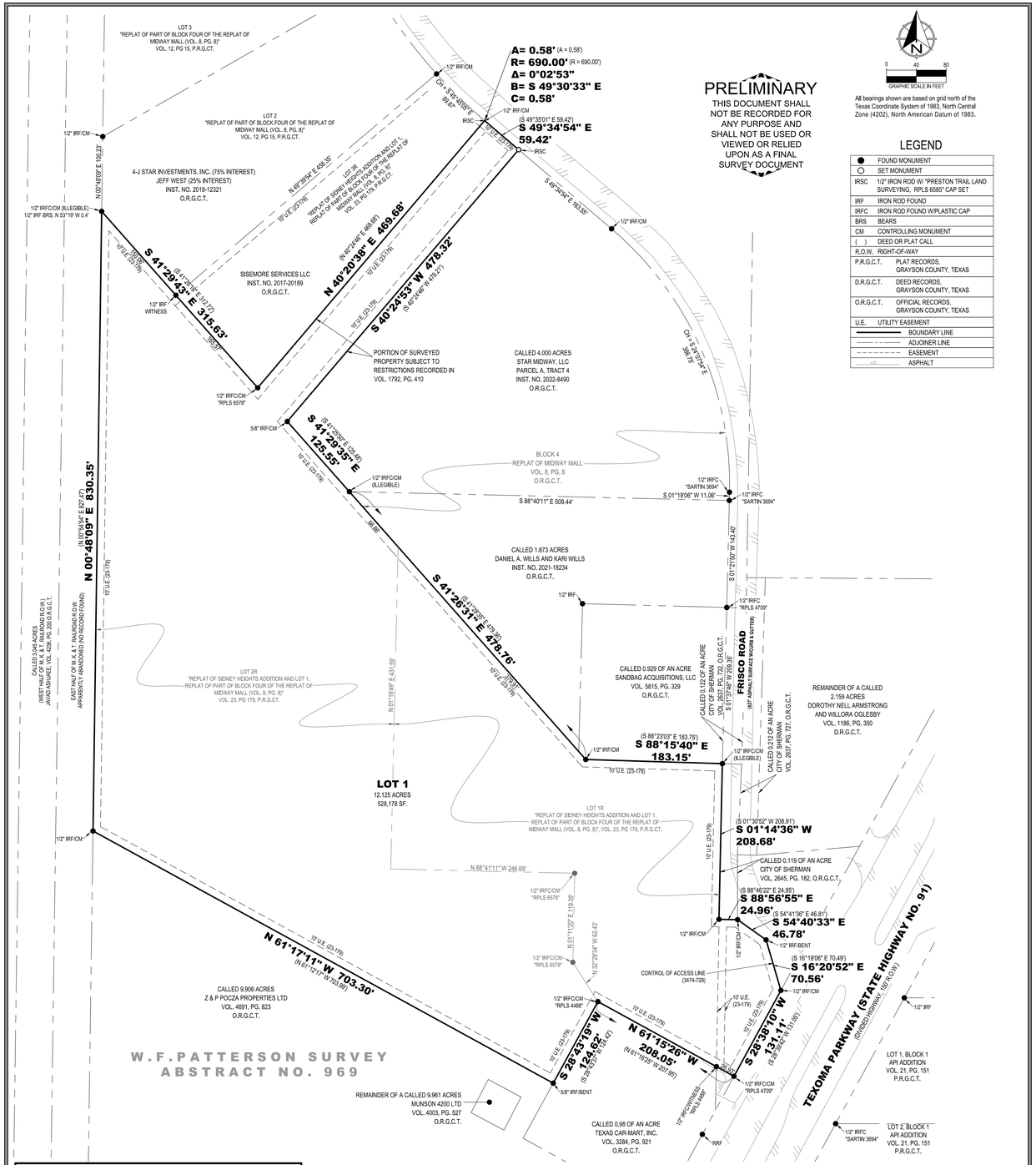
S

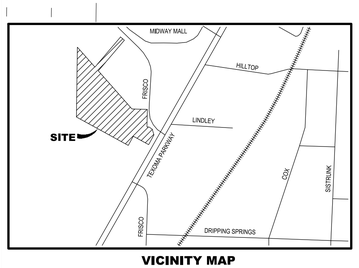
Scale: 1:10,316

Date: 7/7/2022 11:04 AM

4312 TEXOMA PKWY







VICINITY MAP
(NOT TO SCALE)

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

OWNER:
Christopher Edward Martin
Katherine G. Martin
4312 Texoma Pkwy
Sherman, TX 75090

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

MANDY'S ADDITION
LOT 1, 12.125 ACRES
BEING A REPLAT OF LOT 1R AND 2R OF THE "REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1
REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"
City of Sherman,
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT	Scale: 1"=80'	Project No. 22-0347
10194175	Checked by: CRN	Date: 08/17/2022	Sheet No. 1 of 2

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS CHRISTOPHER EDWARD MARTIN AND KATHERINE G. MARTIN is the owners of **BEING** all of that certain tract or parcel of land situated in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas, and being all of Lots 1R and 2R in the "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 23, Page 179, Plat Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with illegible plastic cap found for the northern-most northeast corner of said Lot 1R, common to the southeast corner of a called 0.929 of an acre tract of land described in the deed to Sandbag Acquisitions, LLC, recorded in Volume 5815, Page 329, Official Records of Grayson County, Texas, common the southwest corner of a called 0.122 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2637, Page 732, Official Records of Grayson County, Texas, and common to the northwest corner of a called 0.119 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2645, Page 182, said Official Records, and on the westerly line of Frisco Road;

THENCE in a southerly direction with the easterly line of said Lot 1R, and with the westerly line of said Frisco Road, the following Four (4) courses:

1. South 01°14'36" West, with the westerly line of said 0.119 acre tract, a distance of 208.68 feet to a 1/2-inch iron rod found for corner;
2. South 88°56'55" East, a distance of 24.96 feet to a 1/2-inch iron rod found for corner;
3. South 54°40'33" East, a distance of 46.78 feet to a bent 1/2-inch iron rod found for corner;
4. South 16°20'52" East, a distance of 70.56 feet to a 1/2-inch iron rod found for corner on the westerly right-of-way line of Texoma Parkway (State Highway No. 91)

THENCE South 28°38'10" West, continuing with the easterly line of said Lot 1R, and with the westerly right-of-way line of Texoma Parkway, a distance of 131.11 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4709" found for the southeast corner of said Lot 1R;

THENCE North 61°15'26" West, with the southerly line of said Lot 1R, passing en route at a distance of 26.93 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the northeast corner of a called 0.98 of an acre tract of land described in the deed to Texas Car-Mart, Inc., recorded in Volume 3284, Page 921, said Official Records, and continuing on said course a total distance of 208.05 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the southwest corner of said Lot 1R, common to the northwest corner of said 0.98 acre tract, and common to a salient corner on the easterly line of aforesaid Lot 2R;

THENCE South 28°43'19" West, with an easterly line of said Lot 2R, and with the westerly line of said 0.98 acre tract, a distance of 124.62 feet to a bent 5/8-inch iron rod found for the southeast corner of said Lot 2R, common to the northern-most northeast corner of a called 9.906 acre tract of land described in the deed to Z & P Pocza Properties LTD., recorded in Volume 4691, Page 823, said Official Records;

THENCE North 61°17'11" West, with the southerly line of said Lot 2R, and with the northerly line of said 9.906 acre tract, a distance of 703.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2R, common to the northwest corner of said 9.906 acre tract, and on the easterly line of the abandoned M. K. & T. Railroad Right-of-way (no record found);

THENCE North 00°48'09" East, with a westerly line of said Lot 2R, and with the said railroad right-of-way, a distance of 830.35 feet to 1/2-inch iron rod with plastic cap (illegible) found for the western-most northwest corner of said Lot 2R, common to the southwest corner of Lot 2 in the "Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 12, Page 15, said Plat Records;

THENCE South 41°29'43" East, with a northerly line of said Lot 2R, and with the southerly line of said Lot 2, passing en route at a distance of 150.06 feet 1/2-inch iron rod found for the westerly corner of Lot 3R in aforesaid "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)", and continuing on said course with the southerly line of said Lot 3R, a total distance of 315.63 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found the southerly corner of said Lot 3R, common to a re-entrant corner on the northerly line of said Lot 2R;

THENCE North 40°20'38" East, with a westerly line of said Lot 2R, and with the easterly line of said Lot 3R, a distance of 469.68 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northwest corner of said Lot 2R, common to the northeast corner of said Lot 3R, and on the westerly line of aforesaid Frisco Road, and at the beginning of a non-tangent curve to the left having a delta angle of 00°02'53", a radius of 690.00 feet, and a chord bearing and distance of South 49°30'33" East, 0.58 feet;

THENCE in an easterly direction, with a northerly line of said Lot 2R, and with the westerly line of said Frisco Road, and with said curve to the left, an arc distance of 0.58 feet to a 1/2-inch iron rod found for corner;

THENCE South 49°34'54" East, continuing with a northerly line of said Lot 2R, and the westerly line of said Frisco Road, a distance of 59.42 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northeast corner of said Lot 2R, common to the northerly corner of a called 4.000 acre tract of land described as Parcel A, Tract 4, in the deed to Star Midway, LLC, recorded in Instrument No. 2022-8490, said Official Records;

THENCE South 40°24'53" West, with an easterly line of said Lot 2R, and with the westerly line of said 4.000 acre tract, a distance of 478.32 feet to a 5/8-inch iron rod found a re-entrant corner on the easterly line of said Lot 2R, common to the westerly corner of said 4.000 acre tract;

THENCE South 41°29'35" East, with a northerly line of said Lot 2R, and with the southwesterly line of said 4.000 acre tract, a distance of 125.55 feet to a 1/2-inch iron rod with plastic cap (illegible) found for the southwest corner of said 4.000 acre tract, common to the northwest corner of a called 1.873 acre tract of land described in the deed to Daniel A. Wills and Kari Wills recorded in Instrument No. 2021-18234, said Official Records;

THENCE South 41°26'31" East, with a northerly line of said Lot 2R, and with a northerly line of aforesaid Lot 1R, and with the southwesterly line of said 1.873 acre tract, a distance of 478.76 feet to a 1/2-inch rod found for a re-entrant corner on the northerly line of said Lot 1R, common to the southwest corner of aforesaid 0.929 acre tract;

THENCE South 88°15'40" East, continuing with a northerly line of said Lot 1R, and with the southerly line of said 0.929 acre tract, a distance of 183.15 feet to the POINT OF BEGINNING and enclosing 12.125 acres (528,178 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **CHRISTOPHER EDWARD MARTIN AND KATHERINE G. MARTIN**, do hereby adopt this plat designating the hereinbefore described property as **MANDY'S ADDITION LOT 1, BEING A REPLAT OF LOT 1R AND 2R OF THE "REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: CHRISTOPHER EDWARD MARTIN

By: _____
Christopher Edward Martin

STATE OF TEXAS §
COUNTY OF GRAYSON §

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

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

_____

BY: KATHERINE G. MARTIN

By: _____
Katherine G. Martin

STATE OF TEXAS §
COUNTY OF GRAYSON §

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

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

_____

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

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

_____, _____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **MANDY'S ADDITION LOT 1, BEING A REPLAT OF LOT 1R AND 2R OF THE "REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"**, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

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

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

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

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

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

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

OWNER:
Christopher Edward Martin
Katherine G. Martin
4312 Texoma Pkwy
Sherman, TX 75090

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

MANDY'S ADDITION
LOT 1, 12.125 ACRES
BEING A REPLAT OF LOT 1R AND 2R OF THE "REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1
REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)"
City of Sherman,
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT	Scale: 1"=80'	Project No. 22-0347
10194175	Checked by: CRN	Date: 08/17/2022	Sheet No. 2 of 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Christopher Edward Martin
Katherine G. Martin
4312 Texoma Parkway
Sherman, TX 75090

Preston Trail Land Surveying
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Mandy's Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Show point of beginning on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. The width of the right-of-way for Frisco Road shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
3. Dedication of Right of Way Dedication along Frisco Road may be required upon verification of existing right of way. *Code of Ordinances Chapter 10, Exhibit A, Sec. 5(C)(1)*
4. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
5. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
6. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
7. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
8. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

9. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

4312 TEXOMA PARKWAY

The request of Chris Martin (Owner), Rex Huddleston (Prospective Buyer), Tatchio and Associates Architects (Architect) and Preston Trail Land Surveying (Surveyor) concerning the property located at in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall, as follows:

Board of Adjustment

A. Variance under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 20 parking spaces for a Mini-Warehouse in lieu of the required 60 spaces in a C-2 (General Commercial) District.

Planning and Zoning Commission

B. Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Mini-Warehouse in a C-2 (General Commercial) District.
C. Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District.
D. Replat approval of Mandy's Addition.

Background:

The property is located at 4312 Texoma Parkway, the southwest corner of North Frisco Road and Texoma Parkway. The owner is requesting approval for a Specific Use Permit and Site Plan to allow a Self-Storage; a Zone Change from M-1 (Light Manufacturing) District to a C-2 (General Commercial) District; and a Variance for 20 parking spaces and Replat approval for Mandy's Addition.

The following has been approved for this location:

- December 12, 2000 - Specific Use Permit to allow living quarters in a C-2 (General Commercial) District
- June 11, 2002 - Variance to allow a 10' truck barrier with a 7' front setback in lieu of 25' required in a C-2 (General Commercial) District

- February 22, 2011 - Specific Use Permit to allow the conversion of the self service portion of an existing carwash into a Climate Controlled Storage Facility in an M-1 (Light Manufacturing) District
- May 17, 2016 - Site plan approval for an additional storage facility for Mandy's Mini Storage
- June 20, 2017 - Variance to allow a 6' wrought iron fence on the front property line along Texoma Parkway in lieu of the required 25' in a M-1 (Light Manufacturing) District.

Adjacent Zoning:

M-1 (Light Manufacturing) District
C-2 (General Commercial) District

Origination:

Chris Martin (Owner)
Rex Huddleston (Prospective Buyer)
Tatchio and Associates Architects (Architect)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

13

Objections Received:

0

Development Review Meeting:

Yes

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 5.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final Plat approval of Sweetwater Gap, being 12.995 acres in the George B. Pilant Survey, Abstract Number 963; Wyldewood Homes, Owner and Preston Trail Land Surveying, Surveyor (2100 East Lamar Street)

Issue:

To consider Final Plat approval of Sweetwater Gap, being 12.995 acres in the George B. Pilant Survey, Abstract Number 963; Wyldewood Homes, Owner and Preston Trail Land Surveying, Surveyor (2100 East Lamar Street)

Background:

The property is located at 2100 East Lamar Street, the intersection of East Lamar and South Colbert Streets and is zoned R-2 (Multi-Family Residential) District. The owner would like Final Plat approval for the Sweetwater Gap.

The following has been approved for this location:

- February 10, 1969 - Zone change from R-1 (One Family Residential) District to C-1 (Retail Business) District.
- August 21, 2007 - Zone change of 11.24 acres from R-2 (Multi-Family Residential) District and C-1 (Retail Business) District to R-1 (One Family Residential) District and 1.76 acres from C-1 (Retail Business) District and R-1 (One Family Residential) District to C-1 (Retail Business) District .
- November 16, 2021 - Zone Change from C-1 (Retail Business) District and R-1 (One Family Residential) District to R-2 (Multi-Family Residential) District.

Origination:

Wyldewood Homes (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Land Description
Staff Review Letter
P&Z Communication



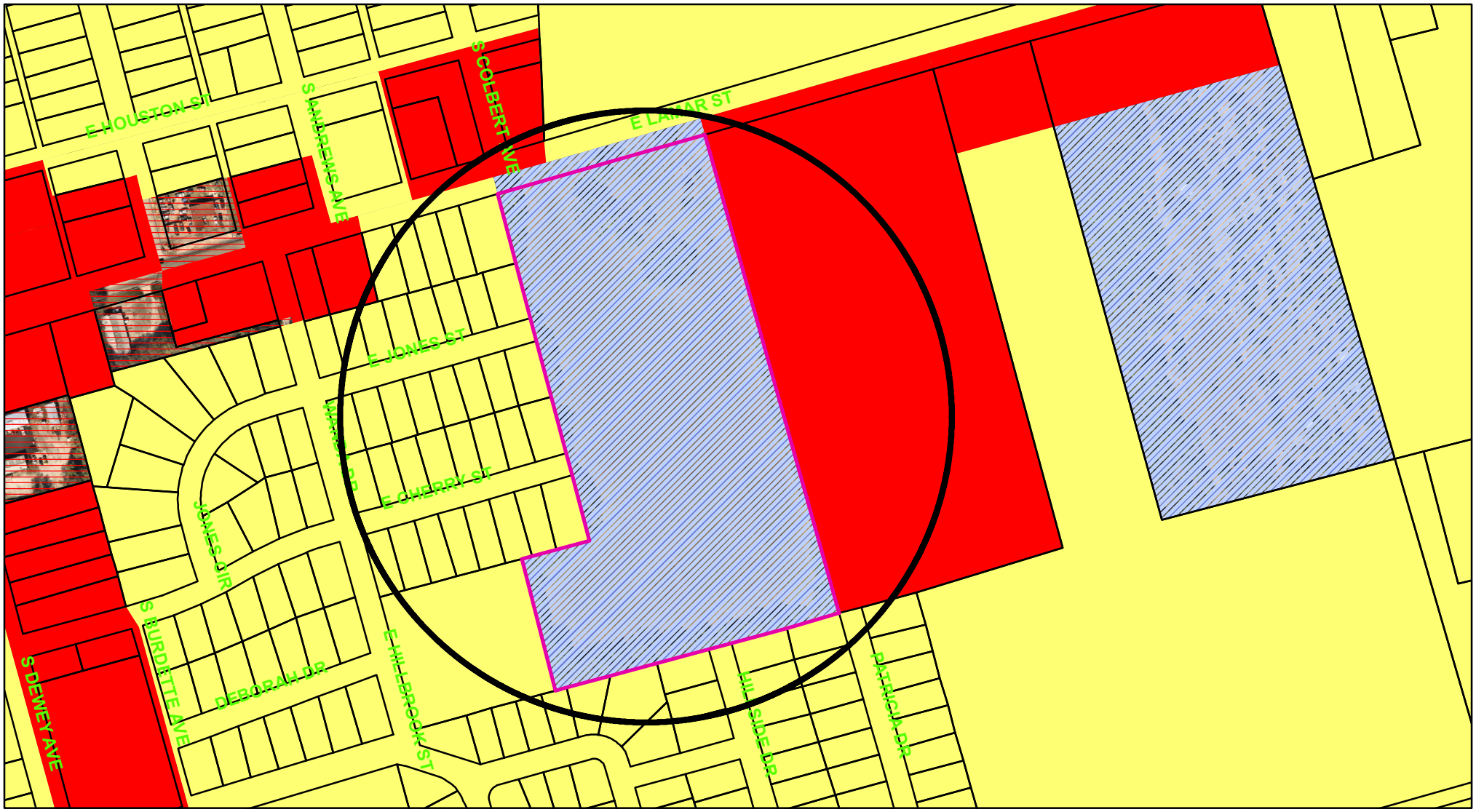
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

2100 East Lamar Street

NOT TO SCALE

1 in = 300 ft



Zoning - 2100 East Lamar Street

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 300 ft



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	280.41'	60.00'	267°46'13"	N 31°09'49" E	86.49'
C2	196.22'	60.00'	187°22'21"	N 09°06'07" W	119.75'
C3	84.19'	60.00'	80°23'52"	S 65°13'01" E	77.45'
C4	7.07'	10.00'	40°31'34"	S 35°16'51" E	6.93'
C5	149.27'	50.00'	171°03'08"	S 29°58'55" W	99.70'
C6	7.07'	10.00'	40°31'34"	N 84°45'18" W	6.93'
C7	20.64'	50.00'	23°39'55"	S 76°18'58" E	20.49'
C8	90.34'	50.00'	103°31'15"	N 40°07'57" E	78.54'
C9	38.29'	50.00'	43°52'58"	N 33°36'09" W	37.37'

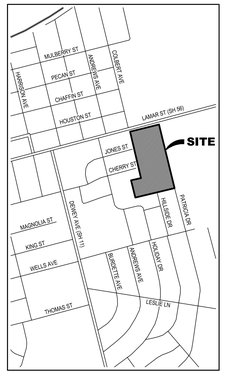
LINE	BEARING	DISTANCE
L1	S 16°41'34" W	13.95'
L2	S 60°01'05" E	17.44'
L3	S 74°58'55" W	35.00'
L4	S 29°58'55" W	21.21'
L5	N 60°01'05" W	21.21'
L6	N 29°58'55" E	21.21'
L7	S 60°01'05" E	21.21'
L8	S 29°58'55" W	21.21'
L9	N 60°01'05" W	21.21'
L10	S 60°01'05" E	21.21'
L11	S 29°58'55" W	21.21'
L12	S 60°01'05" E	21.21'
L13	N 29°58'55" E	21.21'
L14	N 60°01'05" W	15.00'

0 30 60
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
FST	FOUND SQUARE TUBE
BRS	BEARS
CM	CONTROLLING MONUMENT
( )	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
U.E.	UTILITY EASEMENT
	BOUNDARY LINE
	ADJOINER LINE
	EASEMENT
	ASPHALT



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

GENERAL NOTES:
1. Access from Lots 1, 7, or 48 to Lamar Street shall not be allowed.

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

FINAL PLAT
SWEETWATER GAP
12.995 ACRES
George B. Pilant Survey, Abstract No. 963
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
Wyldewood Homes LLC
P.O. Box 911688
Sherman, TX 75092

ENGINEER:
CEC Corporation
740 N. Walters Rd., Ste. 100
Allen, TX 75013
Firm Registration # F-13735
Contact: Andy Blankenship, PE
Ph: 214-304-7300

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: MIA	Scale: 1"=60'	Project No. 21-0572.2
10194175	Checked by: CRN	Date: 08/15/2022	Sheet No. 1 of 2

OWNER'S CERTIFICATE

WHEREAS WYLDEWOOD HOMES, LLC is the owner of all of that certain tract or parcel of land situated in the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 13.00 acre tract of land described in the deed to Gary L. Matthews, recorded in Volume 5071, Page 98, Official Records, Grayson County, Texas, and being the same tract of land described in the deed to Wyldewood Homes, LLC, recorded in Instrument No. 2021-40396, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 13.00 acre tract, common to the southeast corner of a called 0.27 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 392, Deed Records, Grayson County, Texas, and common to the western-most southwest corner of a called 0.26 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 16, said Deed Records, and on the westerly line of a called 13.105 acre tract of land described in the deed to Grayson County Industry for the Handicapped, recorded in Volume 1044, Page 249, said Deed Records, and on the southerly right-of-way line of East Lamar Street (State Highway 56);

THENCE South 15°34'09" East, with the easterly line of said 13.00 acre tract, and with the westerly line of said 13.105 acre tract, passing 1.1-feet east of a found 1/2-inch iron pipe at a distance of 146.57 feet, and continuing on said course a total distance of 1064.13 feet to a 1/2-inch iron rod found for the southeast corner of said 13.00 acre tract, common to the southwest corner of said 13.105 acre tract;

THENCE South 74°42'41" West, with the southerly line of said 13.00 acre tract, a distance if 654.99 feet to the southwest corner of said 13.00 acre tract, common to the southeast corner of a called 2.18 acre tract of land described in the deed to John M. Moseley and Linda K. Moseley, recorded in Volume 5271, Page 834, said Official Records, and from which a found Bois D'Arc Post in a 48-inch tree bears North 15°50' West, a distance of 1.0 feet;

THENCE North 15°50'08" West, with a westerly line of said 13.00 acre tract, and with the easterly line of said 2.18 acre tract, along or near a fence, a distance of 288.25 feet to a 1/2-inch iron rod found for the western-most northwest corner of said 13.00 acre tract, common to the northeast corner of said 2.18 acre tract;

THENCE North 75°25'10" East, with a northerly line of said 13.00 acre tract, a distance of 165.31 feet to a 1/2-inch iron rod found for a re-entrant corner on the westerly line of said 13.00 acre tract;

THENCE North 15°01'05" West, with a westerly line of said 13.00 acre tract, passing en route at a distance of 624.52 feet a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" previously set for the southeast corner of a tract of land described in the deed to Erica Tinajero and Gabino Tinajero, recorded in Instrument No. 2020-24365, said Official Records, and continuing on said course, with the easterly line of said Tinajero Tract, a total distance of 774.52 feet to a 1/2-inch iron rod found for the northern-most northwest corner of said 13.00 acre tract, common to the northeast corner of said Tinajero Tract, and common to the southeast corner of a called 0.196 of an acre tract of land described in the deed to State of Texas, recorded in Volume 349, Page 148, said Official Records, and common to the southwest corner of aforesaid 0.27 acre tract, and on the southerly right-of-way line of aforesaid East Lamar Street;

THENCE North 74°18'26" East, with the northerly line of said 13.00 acre tract, and with the southerly line of said 0.27 acre tract, and with the southerly right-of-way line of said East Lamar Street, a distance of 483.58 feet to the POINT OF BEGINNING and enclosing 12.995 acres (566,069 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **WYLDEWOOD HOMES, LLC**, does hereby adopt this plat designating the hereinbefore described property as **SWEETWATER GAP**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

By: Wyldewood Homes, LLC

By: _____
Albert Denson, Owner

STATE OF TEXAS §
COUNTY OF GRAYSON §

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

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

_____
Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

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

_____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **SWEETWATER GAP** to the City of Sherman was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

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

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

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

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

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

_____ _____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **WYLDEWOOD HOMES, LLC**, hereinafter called OWNER (whether one or more), are the owners of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as **SWEETWATER GAP**, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at **SWEETWATER GAP**, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 20___.

By: Wyldewood Homes, LLC

By: _____
Albert Denson, Owner

FINAL PLAT
SWEETWATER GAP
12.995 ACRES
George B. Pilant Survey, Abstract No. 963
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
Wyldewood Homes LLC
P.O. Box 911688
Sherman, TX 75092

ENGINEER:
CEC Corporation
740 N. Walters Rd., Ste. 100
Allen, TX 75013
Firm Registration # F-13735
Contact: Andy Blankenship, PE
Ph: 214-304-7300

SURVEYOR:
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TBPLS Firm No.	Drawn by: MIA	Scale: 1"=60'	Project No. 21-0572.2
10194175	Checked by: CRN	Date: 08/15/2022	Sheet No. 2 of 2

BEING all of that certain tract or parcel of land situated in the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 13.00 acre tract of land described in the deed to Gary L. Matthews, recorded in Volume 5071, Page 98, Official Records, Grayson County, Texas, and being the same tract of land described in the deed to Wyldewood Homes, LLC, recorded in Instrument No. 2021-40396, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 13.00 acre tract, common to the southeast corner of a called 0.27 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 392, Deed Records, Grayson County, Texas, and common to the western-most southwest corner of a called 0.28 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 16, said Deed Records, and on the westerly line of a called 13.105 acre tract of land described in the deed to Grayson County Industry for the Handicapped, recorded in Volume 1044, Page 249, said Deed Records, and on the southerly right-of-way line of East Lamar Street (State Highway 56);

THENCE South 15°34'09" East, with the easterly line of said 13.00 acre tract, and with the westerly line of said 13.105 acre tract, passing 1.1-feet east of a found 1/2-inch iron pipe at a distance of 146.57 feet, and continuing on said course a total distance of 1064.13 feet to a 1/2-inch iron rod found for the southeast corner of said 13.00 acre tract, common to the southwest corner of said 13.105 acre tract;

THENCE South 74°42'41" West, with the southerly line of said 13.00 acre tract, a distance if 654.99 feet to the southwest corner of said 13.00 acre tract, common to the southeast corner of a called 2.18 acre tract of land described in the deed to John M. Moseley and Linda K. Moseley, recorded in Volume 5271, Page 834, said Official Records, and from which a found Bois D'Arc Post in a 48-inch tree bears North 15°50' West, a distance of 1.0 feet;

THENCE North 15°50'08" West, with a westerly line of said 13.00 acre tract, and with the easterly line of said 2.18 acre tract, along or near a fence, a distance of 288.25 feet to a 1/2-inch iron rod found for the western-most northwest corner of said 13.00 acre tract, common to the northeast corner of said 2.18 acre tract;

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THENCE North 15°01'05" West, with a westerly line of said 13.00 acre tract, passing en route at a distance of 624.52 feet a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" previously set for the southeast corner of a tract of land described in the deed to Erica Tinajero and Gabino Tinajero, recorded in Instrument No. 2020-24365, said Official Records, and continuing on said course, with the easterly line of said Tinajero Tract, a total distance of 774.52 feet to a 1/2-inch iron rod found for the northern-most northwest corner of said 13.00 acre tract, common to the northeast corner of said Tinajero Tract, and common to the southeast corner of a called 0.196 of an acre tract of land described in the deed to State of Texas, recorded in Volume 349, Page 148, said Official Records, and common to the southwest corner of aforesaid 0.27 acre tract, and on the southerly right-of-way line of aforesaid East Lamar Street;

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Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Wyldewood Homes, LLC
P.O. Box 911688
Sherman, TX 75092

Attn: Andy Blankenship, PE
CEC Corporation
740 N. Watters Rd., Ste. 100
Allen, TX 75013

Preston Trail Land Surveying
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Sweetwater Gap has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
2. Dedicate a 15' Utility Easement along Lamar Street (SH 56). *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Dedicate a 20'x20' Right of Way corner clip on Northwest corner of proposed Lot 1. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Cul-de-sac or hammerhead easement may be required on final plat of West end of Deborah Drive.
5. Proposed Lot 7 and Lot 48 will not be granted a driveway off of Lamar Street. Drive approach will only be permitted off of Hillside Court.
6. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
7. Three Party Agreement required for Public Infrastructure.
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

9. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

* **2100 EAST LAMAR STREET**

The request of Wyldewood Homes (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 2100 East Lamar, being 12.995 acres in the George B. Pilant Survey, Abstract Number 963, as follows:

Planning and Zoning Commission

Final Plat approval of Sweetwater Gap.

Background:

The property is located at 2100 East Lamar Street, the intersection of East Lamar and South Colbert Streets and is zoned R-2 (Multi-Family Residential) District. The owner would like Final Plat approval for the Sweetwater Gap.

The following has been approved for this location:

- February 10, 1969 - Zone change from R-1 (One Family Residential) District to C-1 (Retail Business) District.
- August 21, 2007 - Zone change of 11.24 acres from R-2 (Multi-Family Residential) District and C-1 (Retail Business) District to R-1 (One Family Residential) District and 1.76 acres from C-1 (Retail Business) District and R-1 (One Family Residential) District to C-1 (Retail Business) District .
- November 16, 2021 - Zone Change from C-1 (Retail Business) District and R-1 (One Family Residential) District to R-2 (Multi-Family Residential) District.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-1 (Retail Business) District

Origination:

Wyldewood Homes (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Final Plat
Land Description
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 6.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat of a part of Block 6, George W. Bond's 1st Supplement, being 0.985 acres in the J.B. McAnair Survey, Abstract No. 763 and also being part of Block 6, George W. Bond's 1st Supplement; Cadence Bank, Owner; Stephens Daniel, Representative; Daniel Design Studio, Architect; and Helvey-Wagner Inc., Surveyor (600 North Travis Street)

Issue:

To Consider Replat approval of a part of Block 6, George W. Bond's 1st Supplement, being 0.985 acres in the J.B. McAnair Survey, Abstract No. 763 and also being part of Block 6, George W. Bond's 1st Supplement; Cadence Bank, Owner; Stephens Daniel, Representative; Daniel Design Studio, Architect; and Helvey-Wagner Inc., Surveyor (600 North Travis Street)

Background:

The property is located at 600 North Travis Street between West Brockett and West Washington Streets and is zoned C-1 (Retail Business) District . The owner would like to plat the property into one lot for commercial development. They are also requesting Site Plan approval for BancorpSouth Sherman Branch Bank.

Origination:

Cadence Bank (Owner)
Stephens Daniel (Representative)
Daniel Design Studio (Architect)
Helvey-Wagner Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

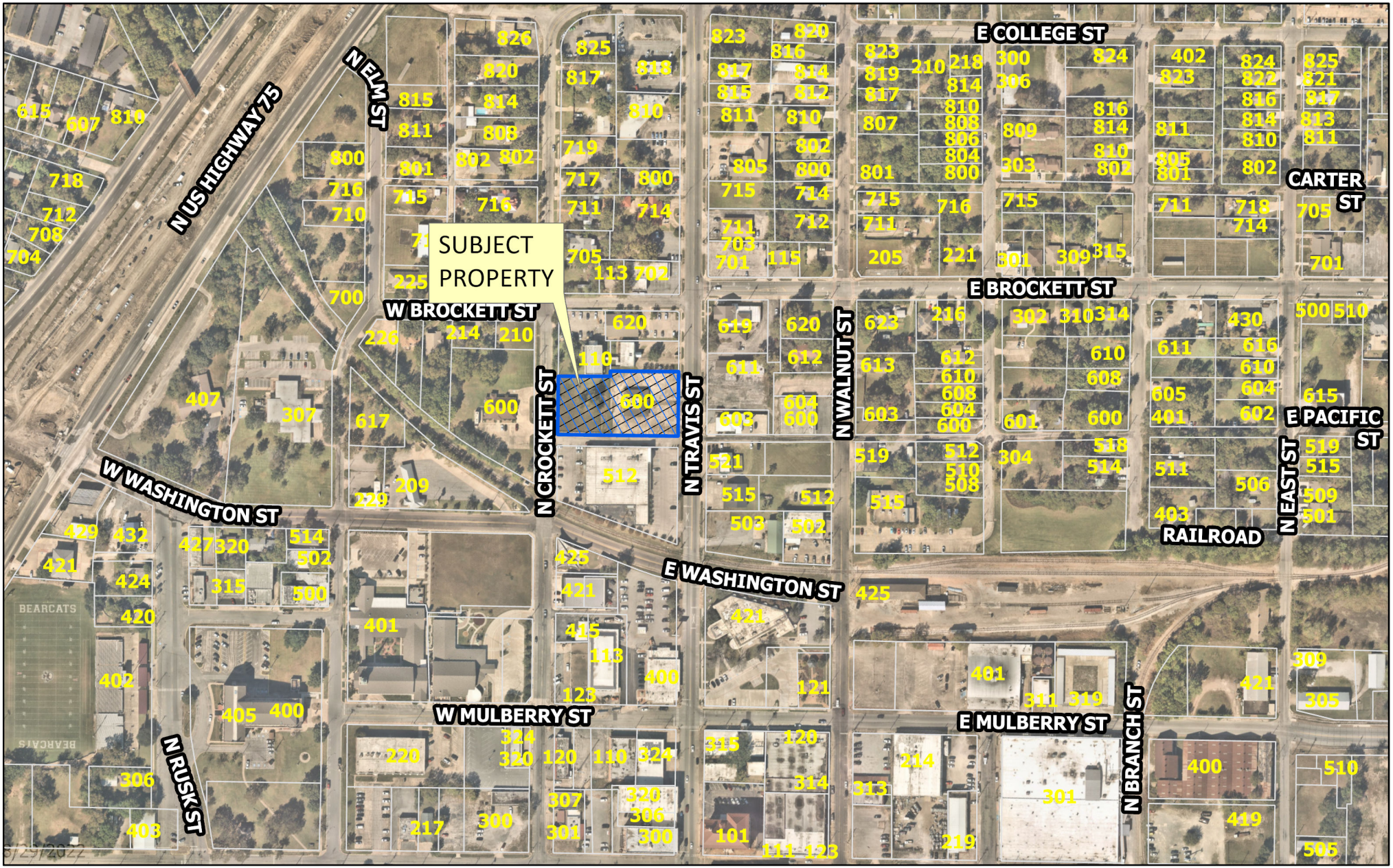
At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

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



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

600 N Travis

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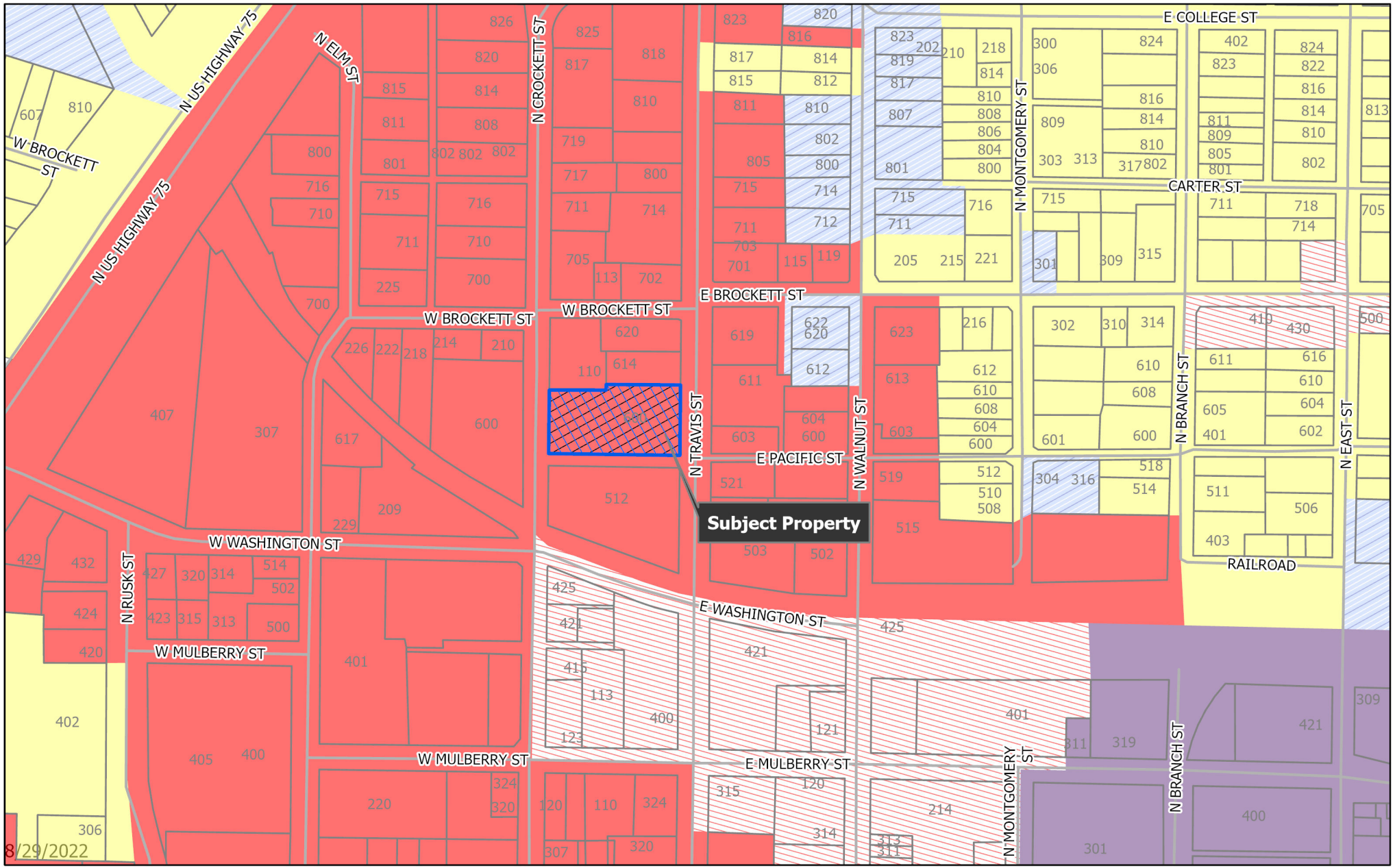
Date: 8/29/2022 8:17 AM

Scale: 1:3,848



8/29/2022

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

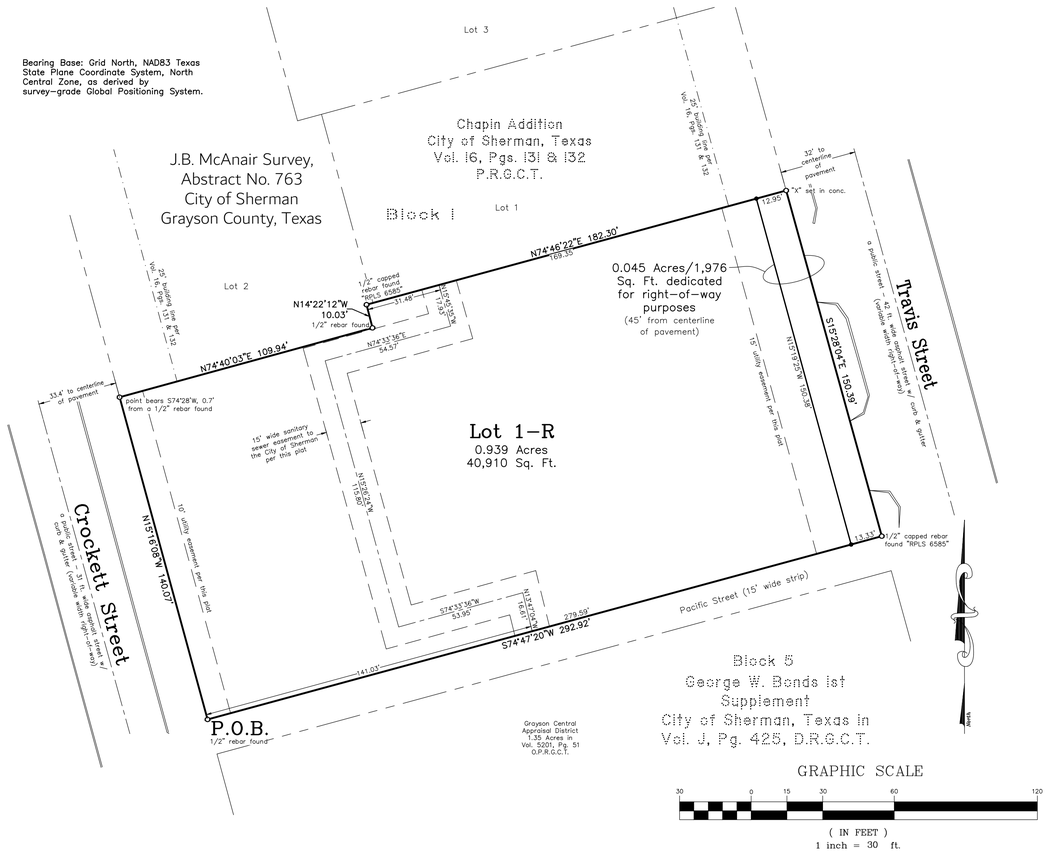
CITY OF SHERMAN
Zoning Location Map

600 N Travis

N W E S

Scale: 1:3,521

Date: 8/29/2022 8:17 AM



Replat of a part of Block 6, George W. Bond's 1st Supplement

to the City of Sherman Grayson County, Texas

0.985 Acres

in the J.B. McAnair Survey Abstract No. 763

General Notes:

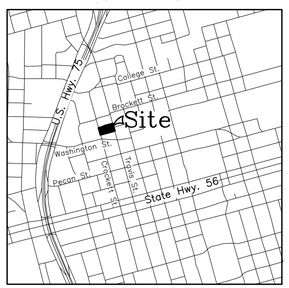
1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The Cit of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be within a 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS420822

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Cadence Bank
201 South Spring Street
Tupelo, Mississippi 38804

Vicinity Map
(not to scale)



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FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and a part of Block 6, George W. Bond's 1st Supplement to the City of Sherman, Texas as per plat of record in Volume J, Page 425, Deed Records, Grayson County, Texas and being the same 0.984 acre tract of land conveyed by Special Warranty Deed with Vendor's Lien from Thanh Q. Tran and Minh Tran Duy Quach to Cadence Bank on January 13, 2022, and recorded in Instrument No. 2022-1480, Official Public Records, Grayson County, Texas, same and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the intersection of the East line of Crockett Street, a public street, with the North line of 15 ft. wide alley known as Pacific Street, at the Southwest corner of both said Block 6 and Cadence Bank 0.984 ac.;

THENCE North 15 deg. 16 min. 08 sec. West, with the East line of said Crockett Street and the West line of said Cadence Bank 0.984 ac., a distance of 140.07 ft. to a point at the Southwest corner of Lot 2, Block 1 of Chapin Addition to the City of Sherman, Texas, recorded in Vol. 16, Pgs. 131 and 132, Plat Records, Grayson County, Texas and the most Westerly Northwest corner of said Cadence Bank 0.984 ac., **SAID** point bears South 74 deg. 28 min. West, 0.7 ft. from a 1/2 inch rebar found;

THENCE North 74 deg. 40 min. 03 sec. East, with a South line of said Lot 2 and a North line of said Cadence Bank 0.984 ac., a distance of 109.94 ft. to a 1/2 inch rebar found at the most Southerly Southeast corner of said Lot 2 and an Ell corner of said Cadence Bank 0.984 ac.;

THENCE North 14 deg. 22 min. 12 sec. West, with an East line of said Lot 2 and a West line of said Cadence Bank 0.984 ac., a distance of 10.03 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6585" at an Ell corner of said Lot 2 and the most Northerly Northwest corner of said Cadence Bank 0.984 ac.;

THENCE North 74 deg. 46 min. 22 sec. East, with a South line of both said Lot 2 and Lot 1, said Chapin Addition and a North line of said Cadence Bank 0.984 ac., a distance of 182.30 ft. to a "X" set in concrete in the West line of Travis Street, a public street, at the Southeast corner of said Lot 1 and the Northeast corner of said Cadence Bank 0.984 ac.;

THENCE South 15 deg. 28 min. 04 sec. East, with a West line of said Travis Street and an East line of said Cadence Bank 0.984 ac., a distance of 150.39 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6585" in the Intersection of the West line of said Travis Street and the North line of said Pacific Street, at the Southeast corner of said Cadence Bank 0.984 ac.;

THENCE South 74 deg. 47 min. 20 sec. West, with the North line of said Pacific Street and the South line of said Cadence Bank 0.984 ac., a distance of 292.92 ft. to the **PLACE OF BEGINNING** and containing **0.985 ACRES** and/or **42,885 SQUARE FEET** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
KATE A. WAGNER
6578
REGISTERED PROFESSIONAL LAND SURVEYOR

I, Cadence Bank, sole owner of Replat of a part of Block 6, George W. Bond's 1st Supplement to City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____
Authorized Representative for Cadence Bank

AVIGATION RELEASE

WHEREAS, Cadence Bank, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Replat of a part of Block 6, George W. Bond's 1st Supplement, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Replat of a part of Block 6, George W. Bond's 1st Supplement, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By:_____

By: Authorized Representative for Cadence Bank, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

This, the final plat of Replat of a part of Block 6, George W. Bond's 1st Supplement to City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Replat of a part of Block 6, George W. Bond's 1st Supplementto City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Replat of a part of Block 6, George W. Bond's 1st Supplement to City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Replat of a part of Block 6, George W. Bond's 1st Supplement
to the City of Sherman Grayson County, Texas
0.985 Acres
in the J.B. McAnair Survey Abstract No. 763

Job No. CGS420822

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Cadence Bank
201 South Spring Street
Tupelo, Mississippi 38804

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Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Cadence Bank
201 S. Spring St.
Tupelo, MS 38804

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

Dear Applicants,

The request for approval of the Replat of a part of Block 6, George W. Bond's 1st Supplement has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Simplify Plat Name. Plat name must not exceed 20 characters in length. Sub-labels, i.e. "being a replat of…" do not count in the total character limit.
2. The width of the right-of-way for Crockett Street shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
3. The width of the right-of-way for Travis Street shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Additional Dedication of Right of Way on Crockett Street and Travis Street may be required upon verification of existing ROW. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
5. Alley to south of property is a platted 15' alley, not Pacific Street. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Remove reference to alley known as Pacific Street and Pacific Street from metes and bounds description. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
7. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
8. Three Party Agreement required for Public Infrastructure.
9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

10. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 15.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

* **600 NORTH TRAVIS STREET**

The request of Cadence Bank (Owner), Stephens Daniel (Representative), Daniel Design Studio (Architect) and Helvey-Wagner Inc. (Surveyor) concerning the property located at 600 North Travis Street, being 0.985 acres in the J.B. McAnair Survey, Abstract No. 763 and also being part of Block 6, George W. Bond's 1st Supplement, as follows:

Planning and Zoning Commission

A. Replat of a part of Block 6, George W. Bond's 1st Supplement.
B. Site Plan approval of BancorpSouth Sherman Branch Bank.

Background:

The property is located at 600 North Travis Street between West Brockett and West Washington Streets and is zoned C-1 (Retail Business) District . The owner would like to plat the property into one lot for commercial development. They are also requesting Site Plan approval for BancorpSouth Sherman Branch Bank.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Cadence Bank (Owner)
Stephens Daniel (Representative)
Daniel Design Studio (Architect)
Helvey-Wagner Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Replat
Site Plan
Elevations
Landscape Plan
Staff Review Letter
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 7.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Replat approval of Ameristate Central Plaza, Phase 2, being 3.209 acres in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 4, Block 1 of Dr. J.H. Carraway's Sub-Division; Ameristate Bank, Owner); Ron Westervelt, Representative; and Underwood Drafting & Surveying, Surveying (700 Block East Lamberth Road)

Issue:

To consider Replat approval of Ameristate Central Plaza, Phase 2, being 3.209 acres in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 4, Block 1 of Dr. J.H. Carraway's Sub-Division; Ameristate Bank, Owner); Ron Westervelt, Representative; and Underwood Drafting & Surveying, Surveying (700 Block East Lamberth Road)

Background:

The property is located in the 700 Block East Lamberth, the southwest corner of East Lamberth and North Loy Lake Roads and is zoned C-1 (Retail Business) District. The owner would like to plat the property into three lots for commercial development.

The following has been approved for 708, 714, 722, 726, and 730 East Lamberth:

- December 11, 2001 - Zone Change from an R-1 (One Family Residential) District to C-1 (Retail Business) District

Origination:

Ameristate Bank (Owner)
Ron Westervelt (Representative)
Underwood Drafting & Surveying (Surveying)

Financial Consideration:

None

Staff Recommendation:

At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

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



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

700 Blk E Lamberth

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W E
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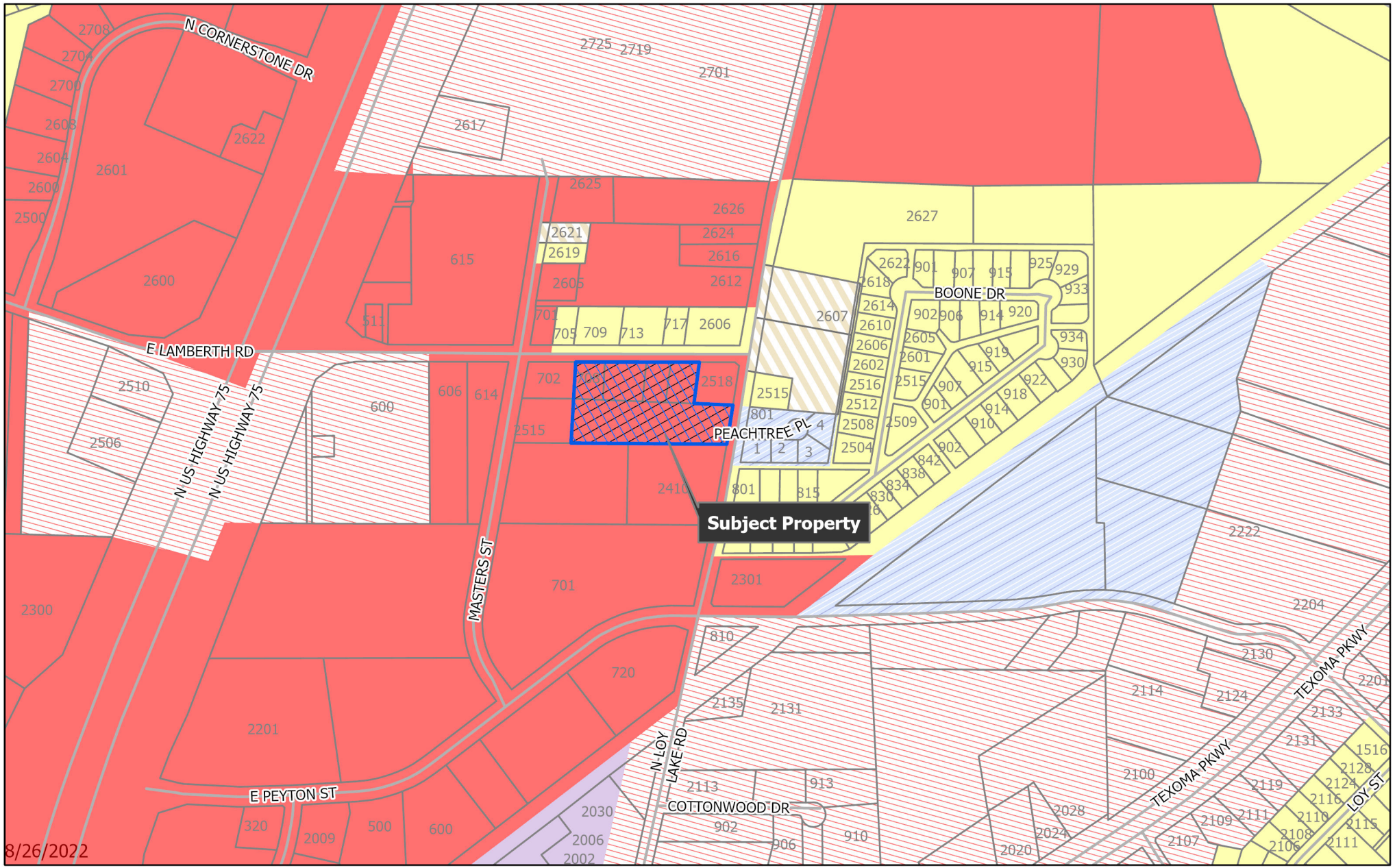
Date: 8/26/2022 11:26 AM

Scale: 1:5,468



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
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- Lakes
- M-1 Light Manufacturing District
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- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map

700 Blk E Lamberth

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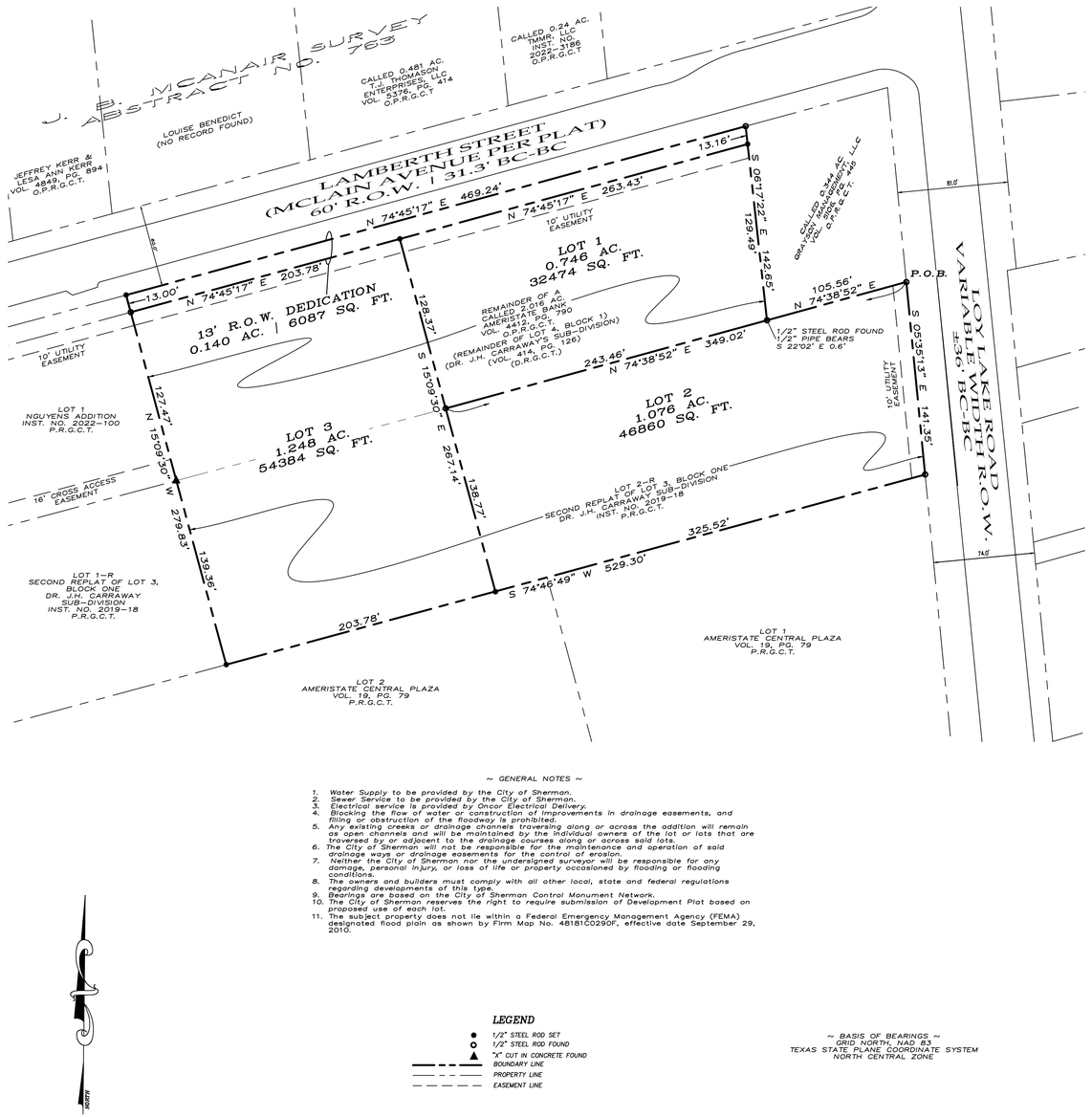
Scale: 1:5,502

Date: 8/26/2022 11:26 AM



~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0290F, effective date September 29, 2010.

NORTH

LEGEND

- ● 1/2" STEEL ROD SET
- ○ 1/2" STEEL ROD FOUND
- ▲ "X" CUT IN CONCRETE FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE

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

AMERISTATE CENTRAL PLAZA, PHASE 2

Being a Replat of part of Lot 4, Block 1 of the Dr. J.H Carraway Subdivision
Recorded in Volume 414, Page 125, Deed Records, Grayson County, Texas &
All of Lot 2R of the Second Replat of Lot 3, Block 1, Dr. J.H. Carraway's Sub-Division
Recorded in Instrument No. 2019-18, Plat Records, Grayson County, Texas
Being in the City of Sherman, Grayson County, Texas.
Containing 3.209 acres of land

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

OWNERS/DEVELOPER
AMERISTATE BANK
P.O. BOX 718
ATOKA OKLAHOMA, 74525

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

08-25-22

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

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being a part of Lot 4 in Block 1 of Dr. J.H. Carraway's Sub-Division, according to the plat thereof recorded in Volume 4412, Page 790, Deed Records, Grayson County, Texas, and (the same being the remainder of a called 2.016 acre tract of land described in the deed to Ameristate Bank, recorded in Volume 4412, Page 790, Official Public Records, Grayson County, Texas), and all of Lot 2-R of the Second Replat of Lot 3, Block One of Dr. J.H. Carraway's Sub-Division, according to the plat thereof recorded in Instrument No. 2019-18, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northeast corner of said Lot 2-R, common to the southeast corner of a called 0.344 acre tract of land described in the deed to Grayson Management, LLC, recorded in Volume 5106, Page 445, said Official Public Records, and on the westerly right-of-way line of Loy Lake Road;

Thence South 05°35'13" East, with the easterly line of said Lot 2-R, and with the westerly right-of-way line of said Loy Lake Road, a distance of 141.35 feet to a 1/2" steel rod found for the southeast corner of said Lot 2-R, common to the northeast corner of Ameristate Central Plaza, according to the plat thereof recorded in Volume 19, Page 79;

Thence South 74°46'49" West, with the southerly line of said Lot 2-R, and with the northerly line of said Ameristate Central Plaza, a distance of 529.30 feet to a 1/2" steel rod set for the southwest corner of said Lot 2-R, common to the southeast corner of Lot 1-R of aforesaid the Second Replat of Lot 3, Block One of Dr. J.H. Carraway's Sub-Division;

Thence North 15°09'30" West, with the westerly line of said Lot 2-R, and with the easterly line of said Lot 1-R, passing en route at a distance of 139.36 feet an "X" in concrete found for the northwest corner of said Lot 2-R, and continuing on said course, crossing aforesaid 2.016 acre tract, and crossing aforesaid Lot 4, and with the easterly line of Lot 1 of Nguyens Addition, according to the plat thereof recorded in Instrument No. 2022-100, said Plat Records, passing en route at a distance of 266.83 feet a 1/2" steel rod found for the northeast corner of said Lot 1, and continuing on said course a total distance of 279.83 feet to a 1/2" steel rod found for the northwest corner of the herein described tract of land, common to the northeast corner of said Nguyens Addition, and on the northerly line of said 2.016 acre tract, and on the northerly line of said Lot 4, and on the southerly right-of-way line of Lamberth Street;

Thence North 74°45'17" East, with the northelry line of said 2.016 acre tract, and with the northerly line of said Lot 4, and with the southerly right-of-way line of said Lamberth Street, a distance of 469.24 feet to a 1/2" steel rod found for the northeast corner of said 2.016 acre tract, common to the northwest corner of aforesaid 0.344 acre tract;

Thence South 06°17'22" East, with the easterly line of said 2.016 acre tract, and with the westerly line of said 0.344 acre tract, and crossing said Lot 4, a distance of 142.65 feet to a 1/2" steel rod found for the southeast corner of said 2.016 acre tract, common to the southwest corner of said 0.344 acre tract, and on the southerly line of said Lot 4, and on the northerly line of aforesaid 2-R, and from which a found 1/2" pipe bears South 22°02' East, a distance of 0.6 feet;

Thence North 74°38'52" East, with the northerly line of said 2.016 acre tract, and with the southerly line of said Lot 4, and with the southerly line of said 0.344 acre tract, a distance of 105.56 feet to the Point of Beginning and containing 3.209 acres or 139,806 square feet of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, AMERISTATE CENTRAL PLAZA, PHASE 2, an addition to the City of Sherman, Texas, was submitted to the City Council on the ___day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____, 2022.

Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

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

ACCEPTANCE

Approved this _____ day of _____, 2022, by the City Planning Commission to the City of Sherman, Texas.

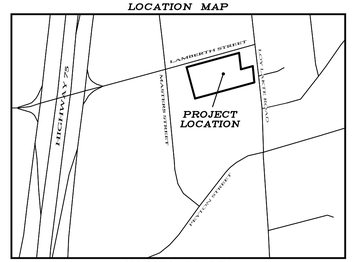
Chairman *Secretary*

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas *Date*

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, AMERISTATE BANK, do hereby adopt this plat designating the hereinabove property as the AMERISTATE CENTRAL PLAZA, PHASE 2, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2022.

AMERISTATE BANK (RON WESTERVELT)

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, AMERISTATE BANK, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as AMERISTATE CENTRAL PLAZA, PHASE 2, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property, and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at AMERISTATE CENTRAL PLAZA, PHASE 2, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS_____DAY OF_____, 2022

BY: AMERISTATE BANK (RON WESTERVELT)

BY: _____

AMERISTATE CENTRAL PLAZA, PHASE 2

Being a Replat of part of Lot 4, Block 1 of the Dr. J.H Carraway Subdivision
Recorded in Volume 414, Page 125, Deed Records, Grayson County, Texas &
All of Lot 2R of the Second Replat of Lot 3, Block 1, Dr. J.H. Carraway's Sub-Division
Recorded in Instrument No. 2019-18, Plat Records, Grayson County, Texas
Being in the City of Sherman, Grayson County, Texas.
Containing 3.209 acres of land

OWNERS/DEVELOPER
AMERISTATE BANK
P.O. BOX 718
ATOKA OKLAHOMA, 74525

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

08-25-22

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Ameristate Bank
P.O. Box 718
Atoka, OK 74525

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Ameristate Central Plaza, Phase 2 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate a 15' Right of Way Dedication along Lamberth Road in regards to Grayson County/City of Sherman Thoroughfare Plan. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
2. Dedicate an 8' Right of Way Dedication along Loy Lake Road in regards to Grayson County/City of Sherman Thoroughfare Plan. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
3. Dedicate a 15' Utility Easement along all street frontage. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
5. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 14.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

* **700 BLOCK EAST LAMBERTH**

The request of Ameristate Bank (Owner), Ron Westervelt (Representative) and Underwood Drafting & Surveying (Surveying) concerning the property located in the 700 Block East Lamberth, being 3.209 acres in the J.B. McAnair Survey, Abstract No. 763 and being part of Lot 4, Block 1 of Dr. J.H. Carraway's Sub-Division, as follows:

Planning and Zoning Commission

Replat approval of Ameristate Central Plaza, Phase 2.

Background:

The property is located in the 700 Block East Lamberth, the southwest corner of East Lamberth and North Loy Lake Roads and is zoned C-1 (Retail Business) District. The owner would like to plat the property into three lots for commercial development.

The following has been approved for 708, 714, 722, 726, and 730 East Lamberth:

- December 11, 2001 - Zone Change from an R-1 (One Family Residential) District to C-1 (Retail Business) District

Adjacent Zoning:

R-1 (One-Family Residential) District
C-1 (Retail Business) District
R-2 (Multi-Family Residential) District

Origination:

Ameristate Bank (Owner)
Ron Westervelt (Representative)
Underwood Drafting & Surveying (Surveying)

Master Plan Designation:

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

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 8.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval of Lopresti Addition, Block 2, Lot 3R, being 0.347 acres in the George B. Pilant Survey, Abstract No. 963; Lopresti Family Living Revocable Trust, Owner; Anthony Lopresti, Representative; and Underwood Drafting & Surveying, Surveying (304 South Loving Avenue)

Issue:

To consider Final Plat approval of Lopresti Addition, Block 2, Lot 3R, being 0.347 acres in the George B. Pilant Survey, Abstract No. 963; Lopresti Family Living Revocable Trust, Owner; Anthony Lopresti, Representative; and Underwood Drafting & Surveying, Surveying (304 South Loving Avenue)

Background:

The property is located at 304 South Loving Avenue between East Lamar and East Cherry Streets and is zoned R-1 (One Family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

Lopresti Family Living Revocable Trust (Owner)
Anthony Lopresti (Representative)
Underwood Drafting & Surveying (Surveying)

Financial Consideration:

None

Staff Recommendation:

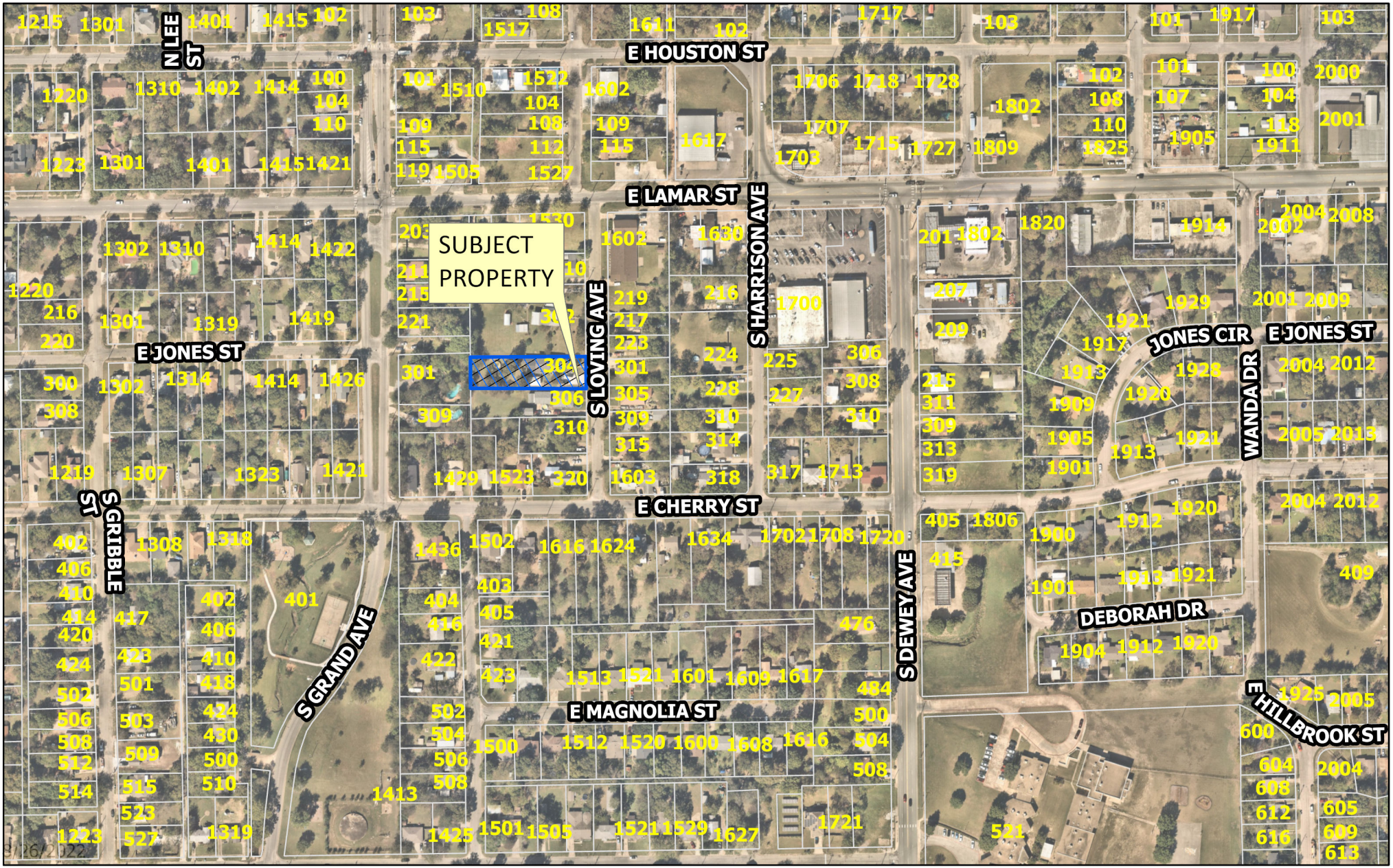
At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

3/26/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

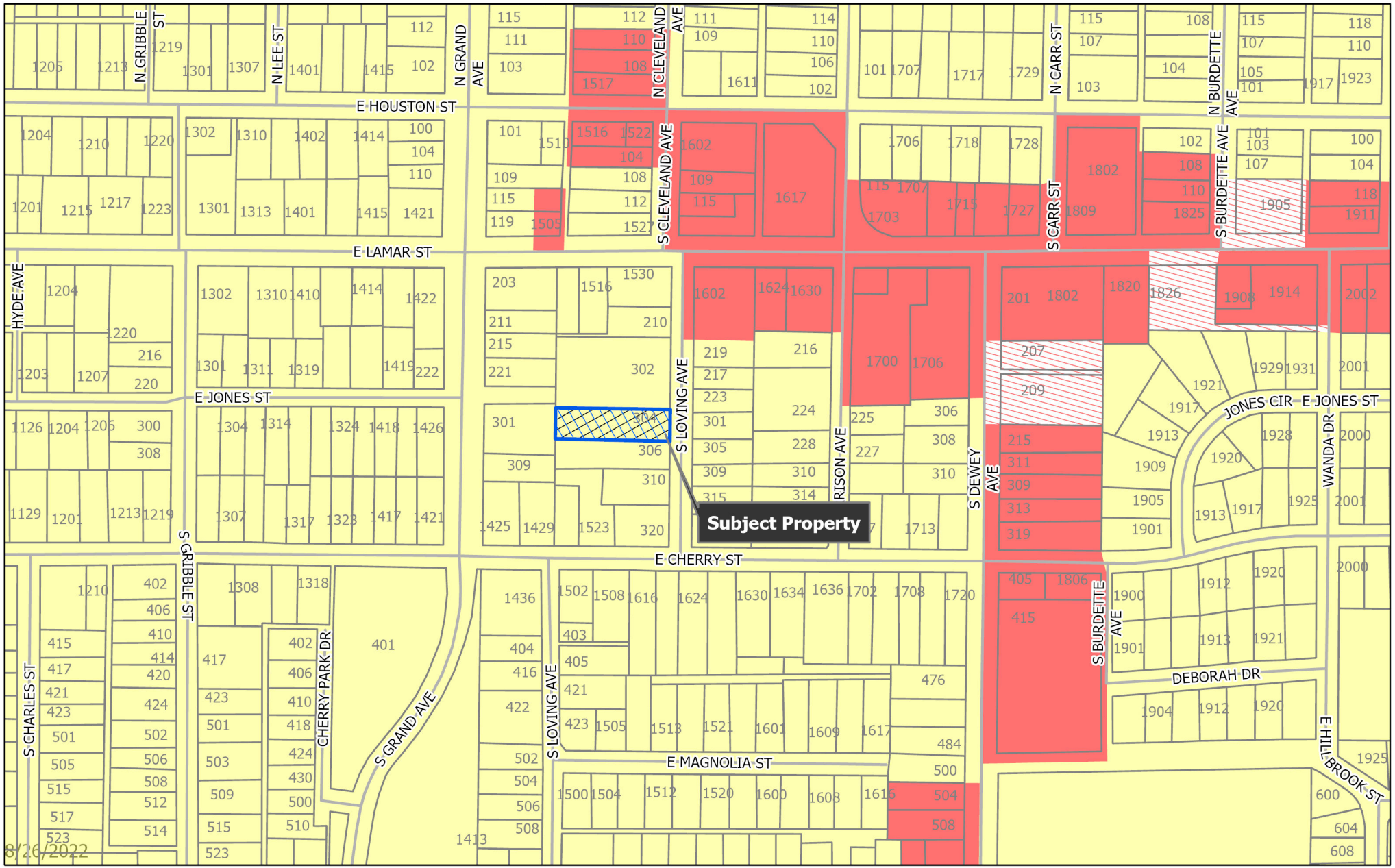
CITY OF SHERMAN

304 S Loving

N
W E
S

Date: 8/25/2022 4:55 PM

Scale: 1:3,500



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map

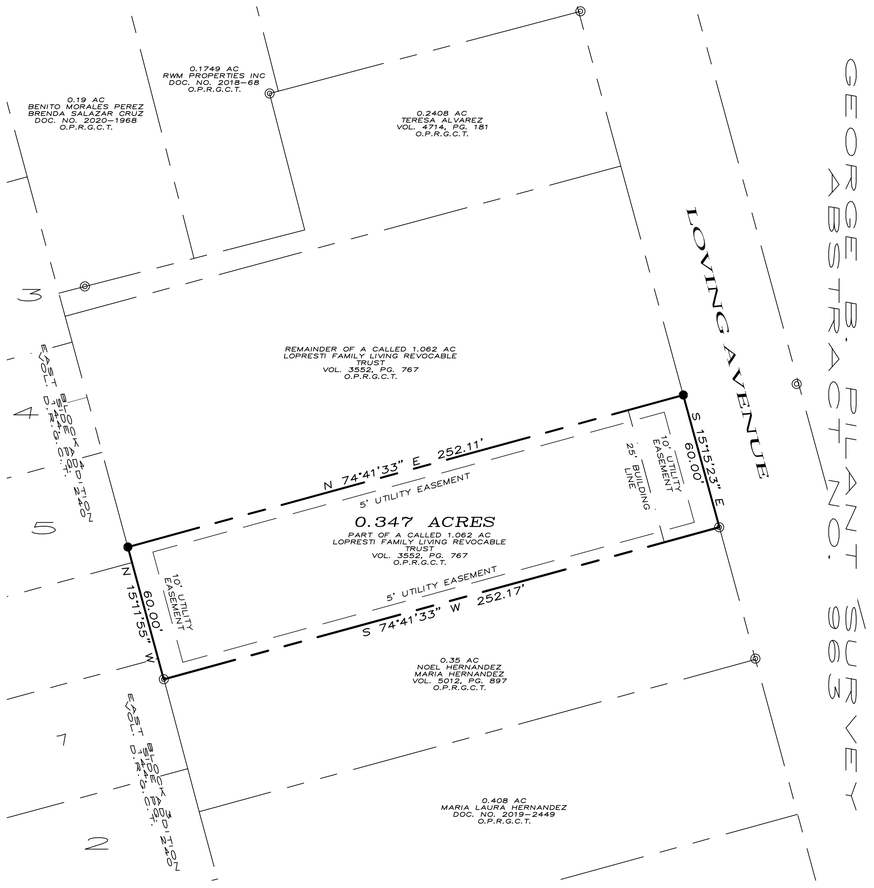
304 S Loving

N W E S

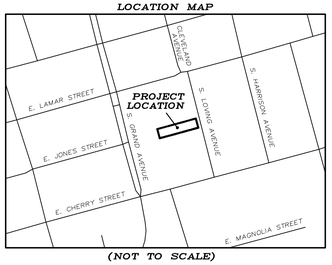
Scale: 1:3,521

Date: 8/26/2022 11:23 AM

JOB NO. 22070766



LOCATION MAP



(NOT TO SCALE)

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING LINE

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

NORTH

FINAL PLAT
LOPRESTI ADDITION
Being a part of the George B. Pilant Survey, Abstract Number 963. Being in the City of Sherman, Grayson County, Texas. Containing 0.347 acres of land

08-23-22

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

OWNERS/DEVELOPER
LOPRESTI FAMILY LIVING REVOCABLE TRUST
302 SOUTH LOVING AVENUE
SHERMAN, TX 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

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

SHEET 1 OF 2

JOB NO. 22070766

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of George B. Pilant Survey, Abstract No. 963 and being a called 1.062 acre tract of land conveyed to Lopresti Family Living Revocable Trust as recorded in Volume 3552, Page 767, Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southwest corner of said 1.062 acre tract, common to the northwest corner of a 0.35 acre tract of land described in the deed to Noel Hernandez and Maria Hernandez, recorded in Volume 5012, Page 897, said Official Public Records;

Thence North 15°11'55" West, with the westerly line of said 1.062 acre tract, a distance of 60.00 feet to a set 1/2" steel rod;

Thence North 74°41'33" East, over and across said 1.062 acre tract, a distance of 252.11 feet to a set 1/2" steel rod;

Thence South 15°15'23" East, with the easterly line of said 1.062 acre tract, a distance of 60.00 feet to a 1/2" steel rod found for the southeast corner of said 1.062 acre tract, common to the northeast corner of aforesaid 0.35 acre tract;

Thence South 74°41'33" West, with the southerly line of said 1.062 acre tract, and with the northerly line of said 0.35 acre tract, a distance of 252.17 feet to the Point of Beginning and containing 0.347 acres, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, LOPRESTI ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the_____day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2022.

_____
Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____ _____
Douglas W. Underwood Date
Registered Professional
Land Surveyor, No. 4709

ACCEPTANCE

Approved this _____ day of _____ 2022, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0229F, effective date September 29, 2010.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, ANTHONY LOPRESTI, JR. & CATHERINE M. LOPRESTI, do hereby adopt this plat designating the hereinabove property as the LOPRESTI ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2022.

_____
ANTHONY LOPRESTI, JR.

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, ANTHONY LOPRESTI, JR. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

WITNESS MY HAND this_____day of _____, 2022.

_____
CATHERINE M. LOPRESTI

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, CATHERINE M. LOPRESTI known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, ANTHONY LOPRESTI, JR. & CATHERINE M. LOPRESTI, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as LOPRESTI ADDITION, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at LOPRESTI ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS_____DAY OF_____, 2022

BY: ANTHONY LOPRESTI, JR & CATHERINE M. LOPRESTI

_____

_____

FINAL PLAT
LOPRESTI ADDITION
Being a part of the George B. Pilant Survey, Abstract Number 963. Being in the City of Sherman, Grayson County, Texas. Containing 0.347 acres of land

08-23-22

OWNERS/DEVELOPER
LOPRESTI FAMILY LIVING REVOCABLE TRUST
302 SOUTH LOVING AVENUE
SHERMAN, TX 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

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

SHEET 2 OF 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Lopresti Family Living Revocable Trust
302 S. Loving Ave.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Lopresti Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. The width of the right-of-way and pavement for streets shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Additional Dedication of Right of Way on Loving Avenue may be required upon verification of existing ROW. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
3. Graphically show edge of pavement on drawing.
4. Show point of beginning on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Dedicate a 10' Utility Easement along street frontage of Loving Avenue only. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Dedicate a 20' Sanitary Sewer Easement over centerline of existing sanitary sewer main in western portion of subject property. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
7. Remove Building Line from plat.
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 13.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

* **304 SOUTH LOVING AVENUE**

The request of Lopresti Family Living Revocable Trust (Owner), Anthony Lopresti (Representative) and Underwood Drafting & Surveying (Surveying) concerning the property located at 304 South Loving Avenue, being 0.347 acres in the George B. Pilant Survey, Abstract No. 963, as follows:

Planning and Zoning Commission

Final Plat approval of Lopresti Addition.

Background:

The property is located at 304 South Loving Avenue between East Lamar and East Cherry Streets and is zoned R-1 (One Family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Lopresti Family Living Revocable Trust (Owner)
Anthony Lopresti (Representative)
Underwood Drafting & Surveying (Surveying)

Master Plan Designation:

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

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 9.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Final Plat approval of Bexley Addition, Lot 1, Block 1, being 2.288 acres in the William Martin Survey, Abstract Number 765, in Sherman's Extra Territorial Jurisdiction (ETJ); Cindy Griffin, Owner; Andy Griffin, Developer; and Cox Land Surveying Co., Surveyor (700 Block Farmington Road)

Issue:

To consider Final Plat approval of Bexley Addition, Lot 1, Block 1, being 2.288 acres in the William Martin Survey, Abstract Number 765, in Sherman's Extraterritorial Jurisdiction (ETJ); Cindy Griffin, Owner; Andy Griffin, Developer; and Cox Land Surveying Co., Surveyor (700 Block Farmington Road)

Background:

The property is located in the 700 Block Farmington Road between Flanary and Old Dorchester Roads in Sherman's Extraterritorial Jurisdiction (ETJ). The owner would like to plat the property into one lot for residential development.

Origination:

Cindy Griffin (Owner)
Andy Griffin (Developer)
Cox Land Surveying Co. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

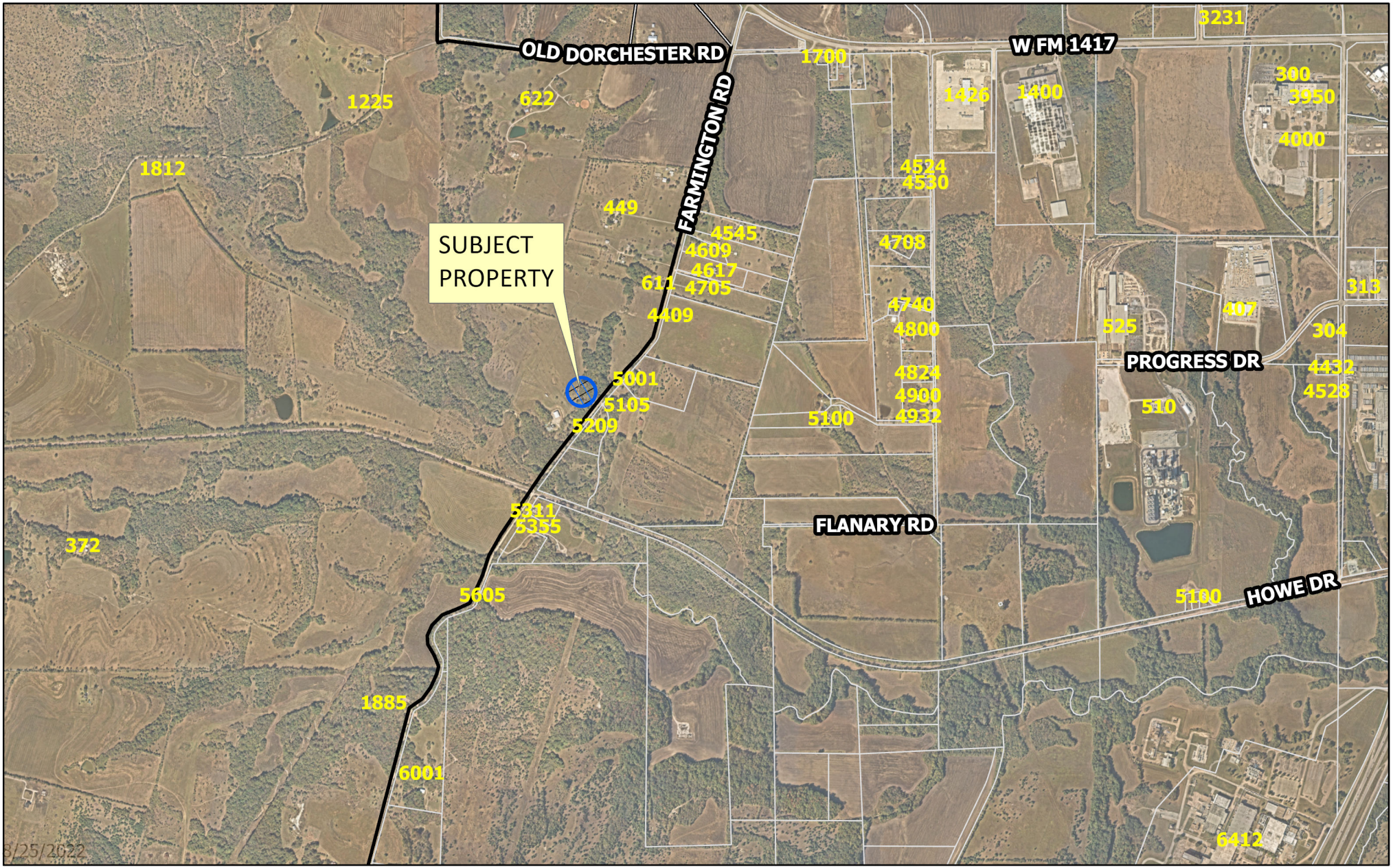
At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Final Plat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

700 Blk Farmington

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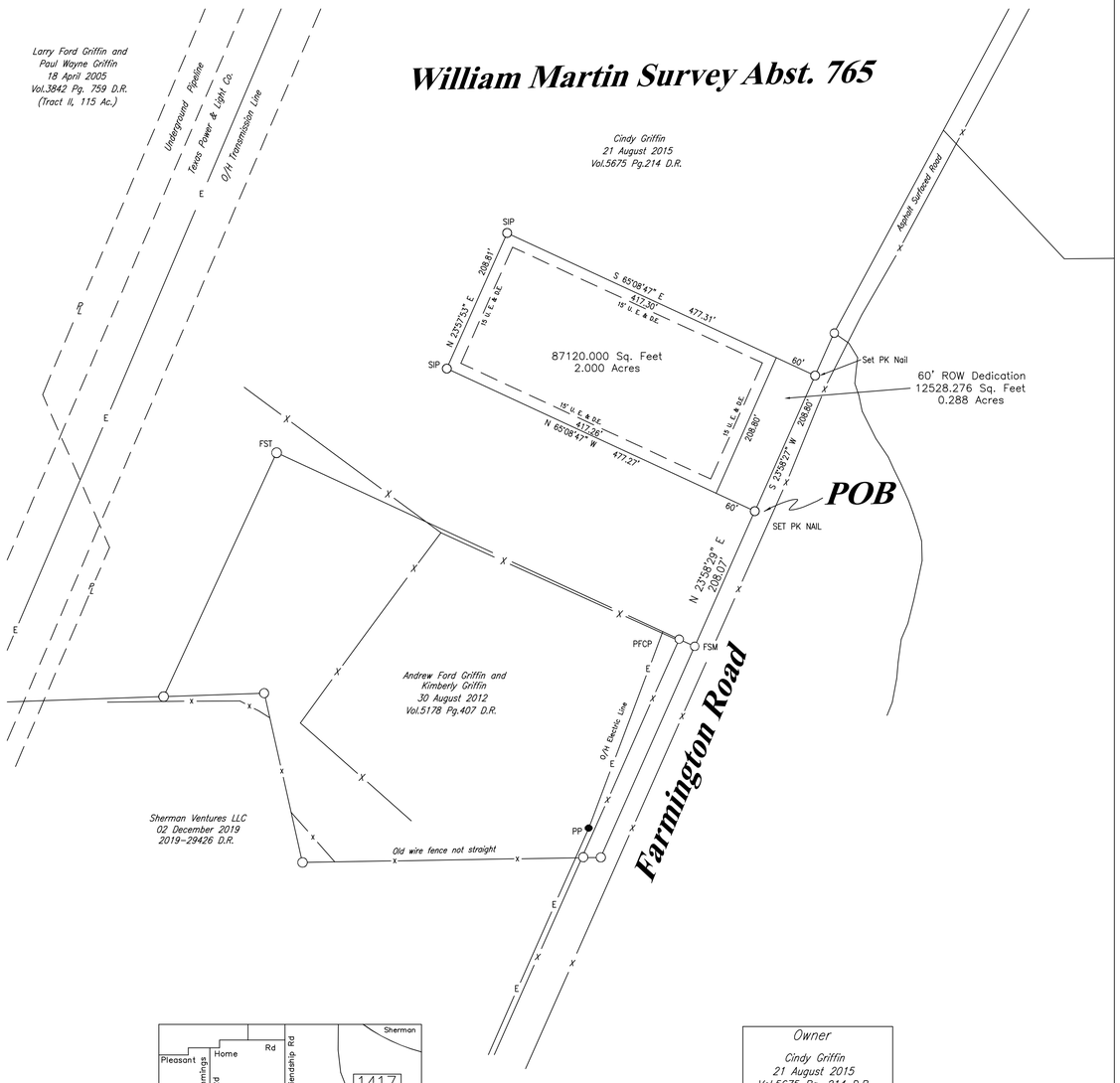
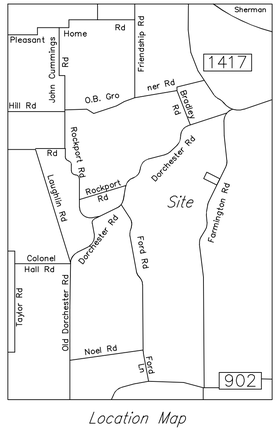
Date: 8/25/2022 9:51 AM

Scale: 1:20,860





Location Map

Owner
Cindy Griffin
21 August 2015
Vol.5675 Pg. 214 D.R.
555 Farmington Road
Sherman, Texas 75090

LEGEND

S3R = Set 3/4" Rod
FIP = Found Rebar
SIP = Set 1/2" Sq.Tubing
FST = Fd 1/2" Sq.Tubing
FSR = Fd Sq. Rod
ROW = Right-of-Way
-X- = Fence Line
( ) = Deed Calls
-E- = Electric Line
-T- = Telephone Line
-TV- = TV Cable
GM = Gas Meter
PP = Power Pole
WM = Water Meter
AC = Air Cond.
BL = Building Line
UGT = Undergd. phone
WFCP = Wood Fence Corner Post
PFCP = Pipe Fence Corner Post
UE = Utility Easement
BC = Back of Curb

Copyright 2019, Cox Land Surveying Co.

SCALE: 1"= 100'

COX LAND SURVEYING CO.
P.O. BOX 597 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 FAX 903-429-6971 E-mail: CLSC108@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

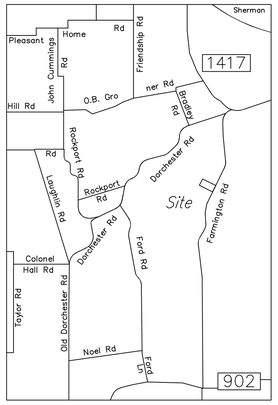
FINAL PLAT of the
Bexley Addition
Lot 1 Block One, 2.288 Acres
William Martin Survey Abst.No.765
County of Grayson
State of Texas
Sheet One

Drawn by: MJC
Check by: DKC
Job No. 22-14107-F
Firm # 10005500
Date: 26 May 2022

FINAL PLAT of the

Bexley Addition

County of Grayson State of Texas



Location Map

Acceptance

Approved this _____ day of _____, 2022, *By the City Planning Commission to the City of Sherman, Texas.*

_____ Chairman

_____ Secretary

Certificate of Acceptance of Dedication

Accepted by the City Council of the City of Sherman.

_____ Mayor, City of Sherman, Texas

_____ Date

Certificate of Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Final Plat of the Bexley Addition, an addition to the City of Sherman, Texas was submitted to the City Council on the ____ day of _____ 2022, and the City Council by formal action then and there accepted the dedication of the street, alleys,easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2022

_____ Clerk, City of Sherman, Texas

*** * OWNERS DEDICATION * ***

State of Texas
County of Grayson

Whereas I, Cindy Griffin, is the owner of that certain tract or parcel of land situated in the William Martin Survey, Abstract Number 765, County of Grayson, State of Texas, said tract being all of a tract as described in Deed to Cindy Griffin, filed 21 August 2015, and Recorded in Volume 5675 Page 214 of the Deed Records of the County of Grayson, State of Texas, and being more fully described as follows:

Beginning for the southeast corner of the tract being described herein at a set PK Nail, said nail being North 23 degrees 58 minutes 29 seconds East, a distance of 208.07 feet from the northeast corner of a tract as described in deed to Andrew Ford Griffin and Kimberly Griffin, filed 30 August 2012, and Recorded in Volume 5178 Page 407 of said Deed Records, said nail also being in Farmington Road;

Thence: North 65 degrees 08 minutes 47 seconds West, a distance of 477.27 feet to a set ½ inch Steel Square Tubing for the southwest corner of this tract;

Thence: North 23 degrees 57 minutes 53 seconds East, a distance of 208.81 feet to a set ½ inch Steel Square Tubing for the northwest corner of this tract;

Thence: South 65 degrees 08 minutes 47 seconds East, a distance of 477.31 feet to a set PK Nail for the northeast corner of this tract, and being on the east line of said Cindy Griffin tract, said nail also being in said Farmington Road;

Thence: South 23 degrees 58 minutes 27 seconds West, with the east line of said Cindy Griffin tract, and in said Farmington Road, a distance of 208.80 feet to the POINT OF BEGINNING and containing 2.288 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Cindy Griffin does hereby adopt this plat designating the herein described property as Lot 1 Block One, of the Bexley **Addition** to the City of Sherman, County of Grayson, State of Texas, and does hereby dedicate to the public use forever the easements for the same purpose and consideration expressed hereon. All and any public utilities shall have the full right to remove and keep removed all growths which may endanger or interfere with the construction maintenance or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

_____ Cindy Griffin

STATE OF TEXAS

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

Given under my hand and seal of the office this the _____ day of _____2022,

_____ Notary Public, State of Texas

* * * SURVEYORS CERTIFICATION * * *

KNOW ALL MEN BY THESE PRESENTS:

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

26 May 2022

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

LEGEND

S3R = Set 3/4" Rod
FIP = Found Rebar
SIP = Set 1/2" Sq.Tubing
FST = Fd 1/2" Sq.Tubing
FSR = Fd Sq. Rod
ROW = Right-of-Way
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-T- = Telephone Line
-TV- = TV Cable
GM = Gas Meter
PP = Power Pole
WM = Water Meter
AC = Air Cond.
BL = Building Line
UGT = Undergd. phone
WFCP = Wood Fence Corner Post
PFCP = Pipe Fence Corner Post
UE = Utility Easement
BC = Back of Curb

Copyright 2019, Cox Land Surveying Co.

SCALE: 1"= 100'

COX LAND SURVEYING CO.
P.O. BOX 597 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 FAX 903-429-6971 E-mail: CLSC108@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

FINAL PLAT of the
Bexley Addition
Lot 1 Block One, 2.288 Acres
William Martin Survey Abst.No.765
County of Grayson
State of Texas
Sheet Two

Drawn by: MJC
Check by: DKC
Job No. 22-14107-F
Firm # 10005500
Date: 26 May 2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Cindy Griffin
555 Farmington Rd.
Sherman, TX 75090

Cox Land Surveying Co.
P.O. Box 597
Collinsville, TX 76233

Dear Applicants,

The request for approval of the Final Plat of Bexley Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Show ownership block on both pages of plat.
2. Dedicate a 15' Drainage & Utility Easement along street frontage of Farmington Road only. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
5. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
6. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. <u>CAD file must be submitted digitally at time of final approval</u>. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 10.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

* **700 BLOCK FARMINGTON ROAD**

The request of Cindy Griffin (Owner), Andy Griffin (Developer) and Cox Land Surveying Co. (Surveyor) concerning the property located in the 700 Block Farmington Road, being 2.288 acres in the William Martin Survey, Abstract Number 765, in Sherman's Extra Territorial Jurisdiction, as follows:

Planning and Zoning Commission

Final Plat approval of Bexley Addition, Lot 1, Block 1.

Background:

The property is located in the 700 Block Farmington Road between Flanary and Old Dorchester Roads in Sherman's Extra Territorial Jurisdiction . The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

Extra Territorial Jurrisdiction (ETJ)

Origination:

Cindy Griffin (Owner)
Andy Griffin (Developer)
Cox Land Surveying Co. (Surveyor)

Master Plan Designation:

Not included in Master Plan.

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 10.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Replat approval of Shannon Heights Addition Block 3, Lots 12R-1 & 12R-2, being 0.296 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 12R in Block 3 of the Replat of Shannon Heights Addition; Steadman Investments, Owner and Preston Trail Land Surveying, Surveyor (2200 North Hickory Street)

Issue:

To consider Replat approval of Shannon Heights Addition Block 3, Lots 12R-1 & 12R-2, being 0.296 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 12R in Block 3 of the Replat of Shannon Heights Addition; Steadman Investments, Owner and Preston Trail Land Surveying, Surveyor (2200 North Hickory Street)

Background:

The property is located at 2200 North Hickory Street, the northwest corner of Dupree and North Hickory Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into two lots for residential development.

The following has been approved for this location:

- July 8, 1981 - Variance to allow an accessory detached building to be converted to a dwelling on the same lot as the main structure
- April 20, 2021 - Variance to allow a 20’ front setback in lieu of the required 25’ for an existing residential dwelling on the proposed Lot 12R of the Replat of Shannon Heights Addition, Block 3, Lots 10R and 12R, a Replat of Shannon Heights Addition, Block 3, part of Lot 9 & all of Lots 10, 11 & 12 in an R-1 (One-Family Residential) District
- April 20, 2021 - Specific Use Permit to allow a duplex on Lots 10R, Block 3 of the proposed Replat of Shannon Heights Addition, Block 3, Lots 9R, 10R and 11R, a Replat of Shannon Heights Addition

Origination:

Steadman Investments (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

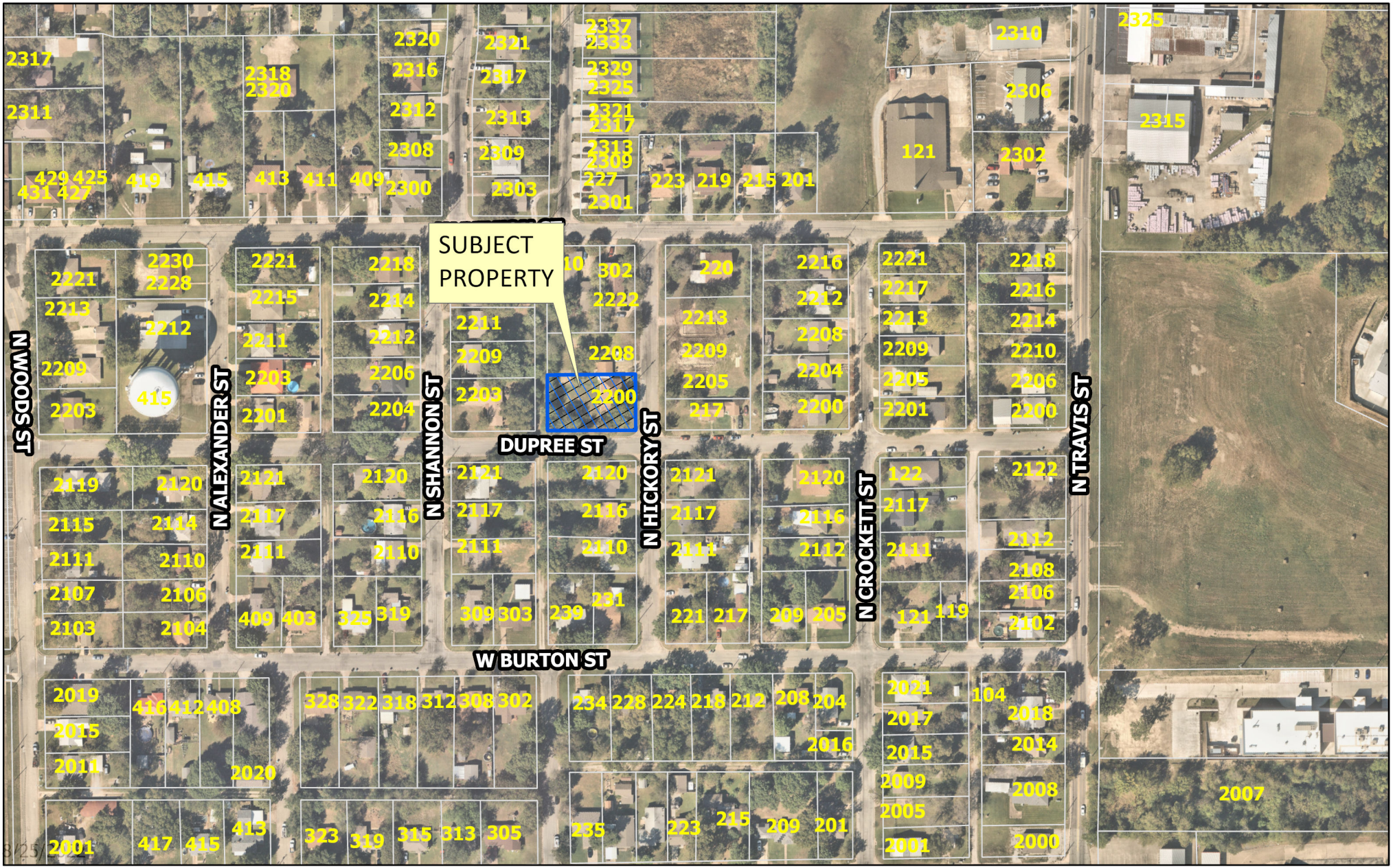
At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

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



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8/25/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2200 N Hickory

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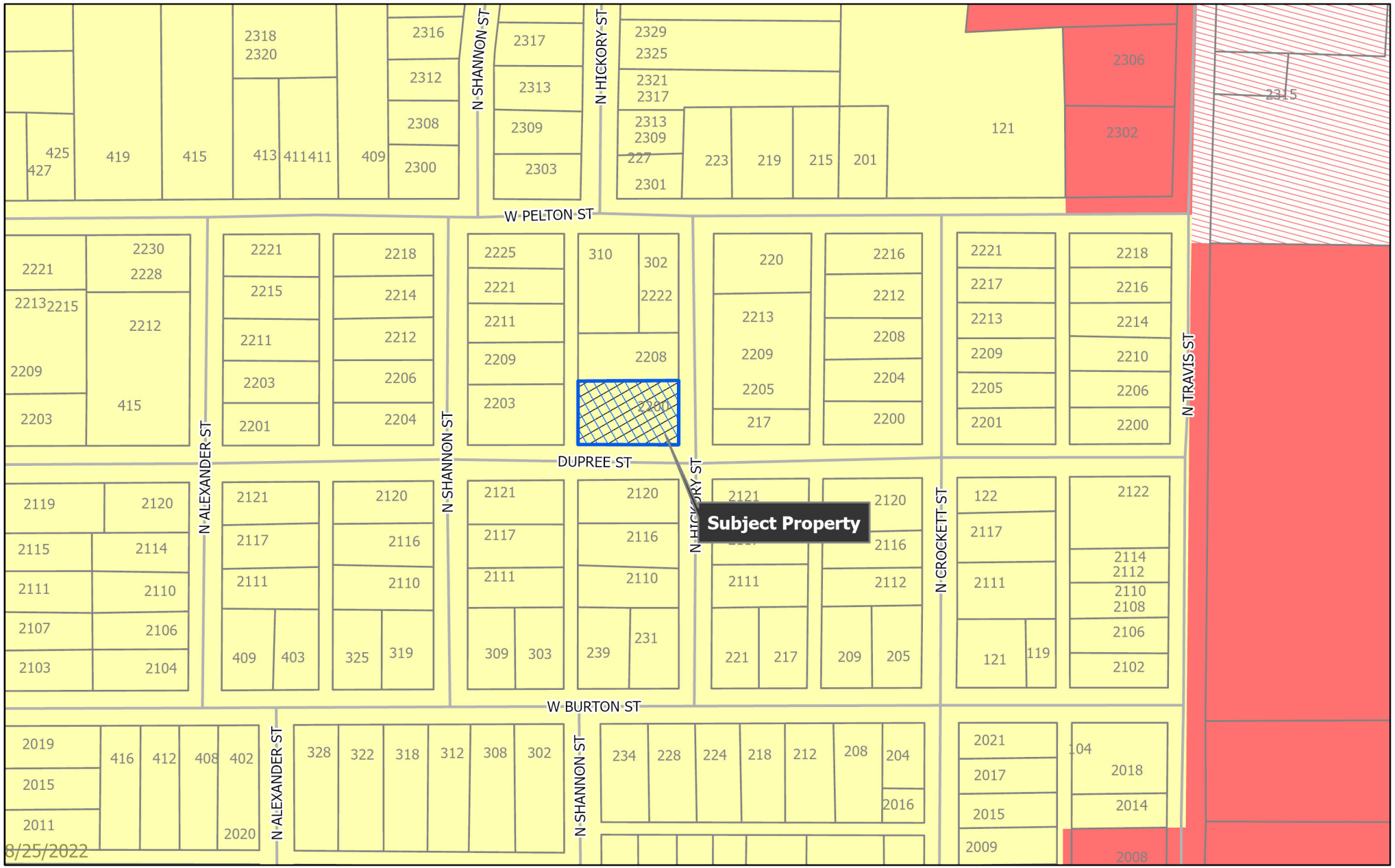
Date: 8/24/2022 9:48 AM

Scale: 1:2,578



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map

2200 N Hickory

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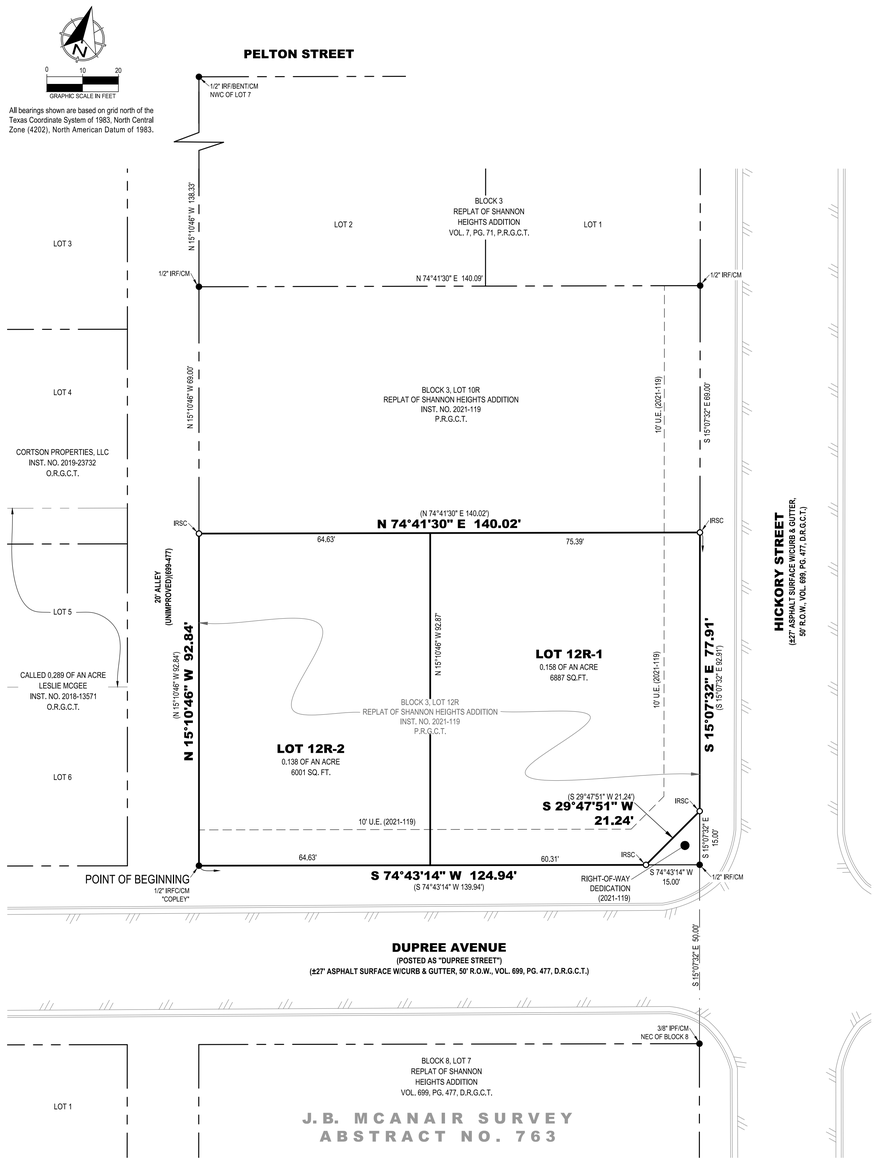
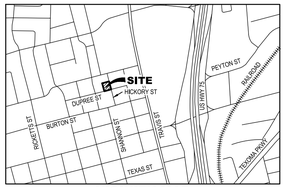
Scale: 1:2,254

Date: 8/24/2022 9:48 AM

2200 N HICKORY







VICINITY MAP
(NOT TO SCALE)

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

LEGEND

●	FOUND MONUMENT	U.E.	UTILITY EASEMENT
○	SET MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRF	IRON ROD FOUND		
IRFC	IRON ROD FOUND W/PLASTIC CAP	R.O.W.	RIGHT-OF-WAY
IPF	IRON PIPE FOUND	VOL., PG.	VOLUME, PAGE
XS	"X" SCRIBED IN CONCRETE SET	INST, NO,	INSTRUMENT NO.
CM	CONTROLLING MONUMENT	NEC	NORTHEAST CORNER
( )	DEED OR PLAT CALL	NWC	NORTHWEST CORNER
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS		BOUNDARY LINE
			ADJOINER LINE
			ASPHALT

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

OWNER/DEVELOPER:
Steadman Investments, Inc
2200 North Hickory Street
Sherman, TX 75092
Contact: Devon Lewis
Ph: 214-687-2060

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

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

REPLAT OF SHANNON HEIGHTS ADDITION BLOCK 3, LOTS 12R-1 & 12R-2 0.296 OF AN ACRE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 BEING ALL OF LOT 12R, BLOCK 3 REPLAT OF SHANNON HEIGHTS ADDITION City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT	Scale: 1"=20'	Project No. 20-0702.2
10194175	Checked by: CRN	Date: 08/08/2022	Sheet No. 1 of 2

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS STEADMAN INVESTMENTS INC is the owner of all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all of Lot 12R in Block 3 of the Replat of Shannon Heights Addition, according to the plat thereof recorded in Instrument No. 2021-119, Plat Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with an aluminum cap stamped "COPLEY" found for the southwest corner of said 12R, on the easterly line of a 20-foot alley way, in said Replat of Shannon Heights Addition, and on the northerly right-of-way line of Dupree Avenue;

THENCE North 15°10'46" West, with the westerly line of said Lot 12R, and with the easterly line of said Alley, a distance of 92.84 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (Hereinafter referred to as Capped Iron Rod) set for the northwest corner of said Lot 12R, common to the southwest corner of a Lot 10R, in said Replat of Shannon Heights Addition, from which a 1/2-inch iron rod found for the northwest corner of said Lot 10R bears North 15°10'46" West, a distance of 69.00 feet;

THENCE North 74°41'30" East, with the northerly line of said Lot 12R, and with the southerly line of said Lot 10R, a distance of 140.02 feet to a Capped Iron Rod set for the northeast corner of said Lot 12R, common to the southeast corner of Lot 10R, and on the westerly right-of-way line of Hickory Street, from which a 1/2-inch iron rod found for the northeast corner of said Lot 10R bears North 15°07'32" West, a distance of 69.00 feet;

THENCE South 15°07'32" East, with the easterly line of said Lot 12R, and with the westerly right-of-way line of said Hickory Street, a distance of 77.91 feet to a Capped Iron Rod set for the eastern-most southeast corner of said Lot 12R, common to the northerly corner of a right-of-way dedication, in said Replat of Shannon Heights Addition, from which a 1/2-inch iron rod found for the southeasterly corner of said right-of-way dedication bears South 15°07'32" East, a distance of 15.00 feet;

THENCE South 29°47'51" West, with an easterly line of said Lot 12R, and with the northwesterly line of said right-of-way dedication, a distance of 21.24 feet to a Capped Iron Rod set for the southern-most southeast corner of said Lot 12R, common to the southwesterly corner of said right-of-way dedication, and on the northerly right-of-way line of aforesaid Dupree Avenue, from which a 1/2-inch iron rod found for the southeasterly corner of said right-of-way dedication bears North 74°43'14" West, a distance of 15.00 feet;

THENCE South 74°43'14" West, with the southerly line of said Lot 12R, and with the northerly right-of-way line of said Dupree Avenue, a distance of 124.94 feet to the POINT OF BEGINNING and enclosing 0.296 of an acre (12,888 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **STEADMAN INVESTMENTS INC**, does hereby adopt this plat designating the hereinbefore described property as **REPLAT OF SHANNON HEIGHTS ADDITION, BLOCK 3, LOTS 12R-1 & 12R-2**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: STEADMAN INVESTMENTS INC

BY: _____
Devon Lewis

STATE OF TEXAS §
COUNTY OF GRAYSON §

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

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

_____
Notary Public in and for the State of Texas

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **STEADMAN INVESTMENTS INC**, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as **REPLAT OF SHANNON HEIGHTS ADDITION, BLOCK 3, LOTS 12R-1 & 12R-2**, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at **REPLAT OF SHANNON HEIGHTS ADDITION, BLOCK 3, LOTS 12R-1 & 12R-2**, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 20___.

BY: **STEADMAN INVESTMENTS INC**

BY: _____
Devon Lewis

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

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

_____ _____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **REPLAT OF SHANNON HEIGHTS ADDITION, BLOCK 3, LOTS 12R-1 & 12R-2** to the City of Sherman was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

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

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

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

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

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

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

OWNER/DEVELOPER:
Steadman Investments, Inc
2200 North Hickory Street
Sherman, TX 75092
Contact: Devon Lewis
Ph: 214-687-2060

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

REPLAT OF SHANNON HEIGHTS ADDITION BLOCK 3, LOTS 12R-1 & 12R-2 0.296 OF AN ACRE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 BEING ALL OF LOT 12R, BLOCK 3 REPLAT OF SHANNON HEIGHTS ADDITION City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT	Scale: 1"=20'	Project No. 20-0702.2
10194175	Checked by: CRN	Date: 08/08/2022	Sheet No. 2 of 2

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all of Lot 12R in Block 3 of the Replat of Shannon Heights Addition, according to the plat thereof recorded in Instrument No. 2021-119, Plat Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with an aluminum cap stamped "COPLEY" found for the southwest corner of said 12R, on the easterly line of a 20-foot alley way, in said Replat of Shannon Heights Addition, and on the northerly right-of-way line of Dupree Avenue;

THENCE North 15°10'46" West, with the westerly line of said Lot 12R, and with the easterly line of said Alley, a distance of 92.84 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (Hereinafter referred to as Capped Iron Rod) set for the northwest corner of said Lot 12R, common to the southwest corner of a Lot 10R, in said Replat of Shannon Heights Addition, from which a 1/2-inch iron rod found for the northwest corner of said Lot 10R bears North 15°10'46" West, a distance of 69.00 feet;

THENCE North 74°41'30" East, with the northerly line of said Lot 12R, and with the southerly line of said Lot 10R, a distance of 140.02 feet to a Capped Iron Rod set for the northeast corner of said Lot 12R, common to the southeast corner of Lot 10R, and on the westerly right-of-way line of Hickory Street, from which a 1/2-inch iron rod found for the northeast corner of said Lot 10R bears North 15°07'32" West, a distance of 69.00 feet;

THENCE South 15°07'32" East, with the easterly line of said Lot 12R, and with the westerly right-of-way line of said Hickory Street, a distance of 77.91 feet to a Capped Iron Rod set for the eastern-most southeast corner of said Lot 12R, common to the northerly corner of a right-of-way dedication, in said Replat of Shannon Heights Addition, from which a 1/2-inch iron rod found for the southeasterly corner of said right-of-way dedication bears South 15°07'32" East, a distance of 15.00 feet;

THENCE South 29°47'51" West, with an easterly line of said Lot 12R, and with the northwesterly line of said right-of-way dedication, a distance of 21.24 feet to a Capped Iron Rod set for the southern-most southeast corner of said Lot 12R, common to the southwesterly corner of said right-of-way dedication, and on the northerly right-of-way line of aforesaid Dupree Avenue, from which a 1/2-inch iron rod found for the southeasterly corner of said right-of-way dedication bears North 74°43'14" West, a distance of 15.00 feet;

THENCE South 74°43'14" West, with the southerly line of said Lot 12R, and with the northerly right-of-way line of said Dupree Avenue, a distance of 124.94 feet to the POINT OF BEGINNING and enclosing 0.296 of an acre (12,888 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Attn: Devon Lewis
Steadman Investments, Inc.
2200 N. Hickory St.
Sherman, TX 75092

Preston Trail Land Surveying
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Shannon Heights Addition, Block 3, Lots 12R-1 & 12R-2 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Simplify Plat Name. Plat name must not exceed 20 characters in length. Sub-labels, i.e. "being a replat of…" do not count in the total character limit.
2. Water main must be extended from Shannon to Hickory in accordance with City criteria to serve proposed Lot 12R-2. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
3. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot 12R-1. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
5. Three Party Agreement required for Public Infrastructure.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 9.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

* **2200 NORTH HICKORY STREET**

The request of Steadman Investments (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 2200 North Hickory Street, being 0.296 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 12R in Block 3 of the Replat of Shannon Heights Addition, as follows:

Planning and Zoning Commission

Replat approval of Shannon Heights Addition Block 3, Lots 12R-1 & 12R-2.

Background:

The property is located at 2200 North Hickory Street, the northwest corner of Dupree and North Hickory Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into two lots for residential development.

The following has been approved for this location:

- July 8, 1981 - Variance to allow an accessory detached building to be converted to a dwelling on the same lot as the main structure
- April 20, 2021 - Variance to allow a 20' front setback in lieu of the required 25' for an existing residential dwelling on the proposed Lot 12R of the Replat of Shannon Heights Addition, Block 3, Lots 10R and 12R, a Replat of Shannon Heights Addition, Block 3, part of Lot 9 & all of Lots 10, 11 & 12 in an R-1 (One-Family Residential) District
- April 20, 2021 - Specific Use Permit to allow a duplex on Lots 10R, Block 3 of the proposed Replat of Shannon Heights Addition, Block 3, Lots 9R, 10R and 11R, a Replat of Shannon Heights Addition

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Steadman Investments (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

137

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Land Description
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 11.**

Meeting Date: 10/17/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Replat approval of Hall & Jones Addition, Block 2, Lot 3R, being 0.209 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 3 and part of Lot 4, Block 2 of Hall and Jones Addition; Habitat for Humanity, Owner and Preston Trail Land Surveying, Surveyor (809 and 811 North Branch Street)

Issue:

To consider Replat approval of Hall & Jones Addition, Block 2, Lot 3R, being 0.209 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 3 and part of Lot 4, Block 2 of Hall and Jones Addition; Habitat for Humanity, Owner and Preston Trail Land Surveying, Surveyor (809 and 811 North Branch Street)

Background:

The property is located at 809 and 811 Branch Street between East College and Carter Streets and is zoned R-1 (One-family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

Habitat for Humanity (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

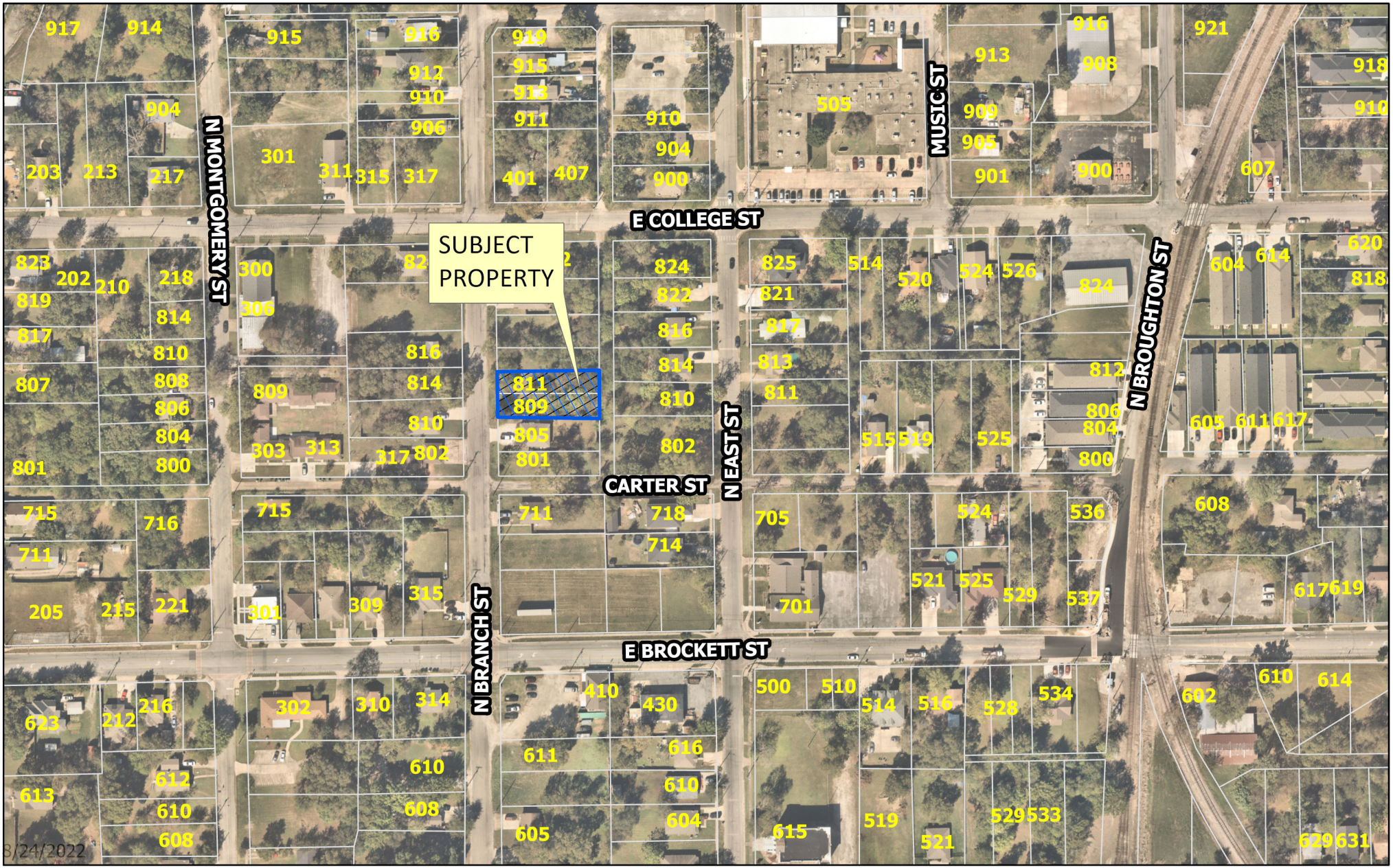
At the September 20, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

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



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

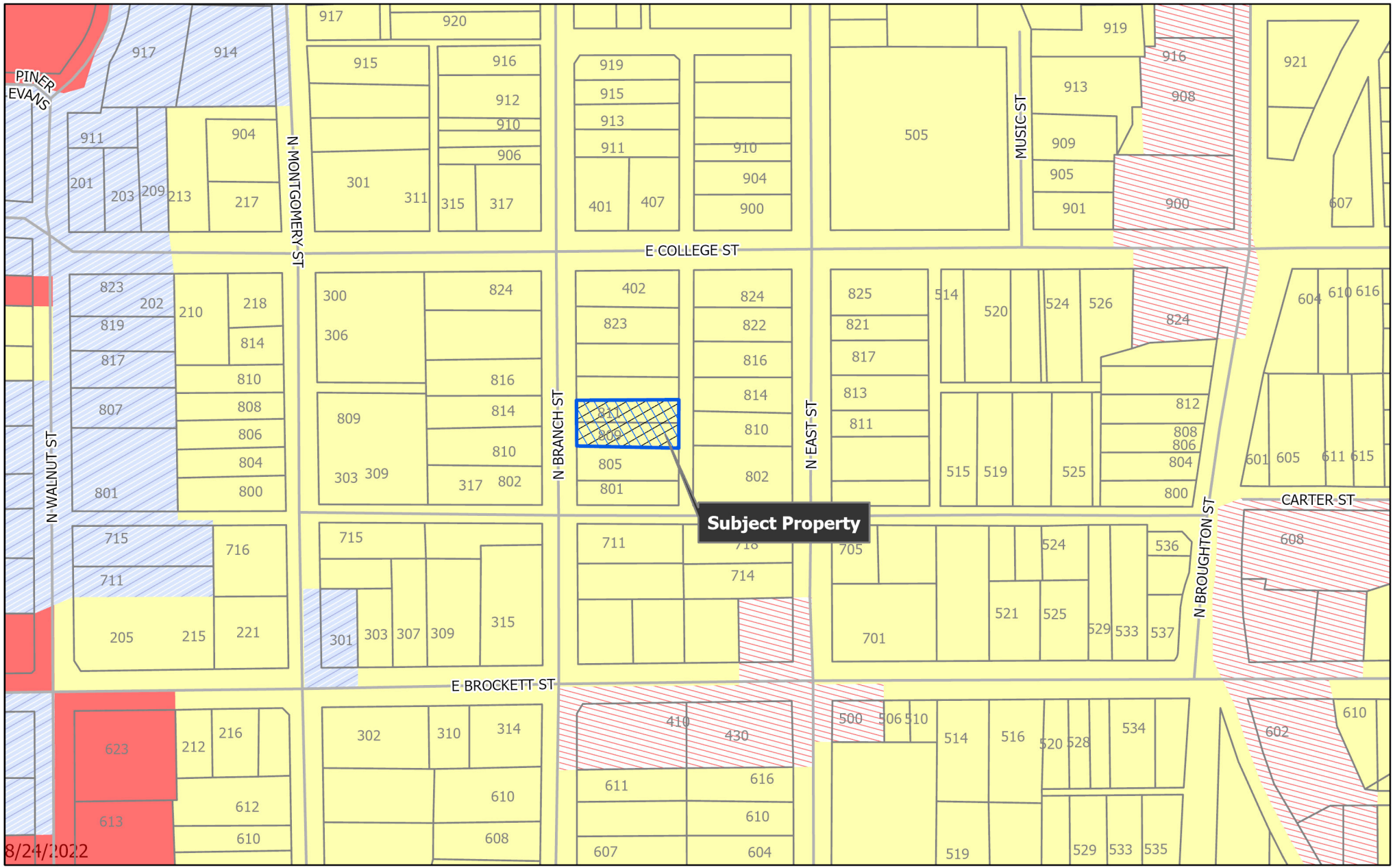
CITY OF SHERMAN

809 and 811 N Branch

N
W E
S

Date: 8/24/2022 8:36 AM

Scale: 1:2,266



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

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

CITY OF SHERMAN
Zoning Location Map

809 and 811 N Branch

N
W E
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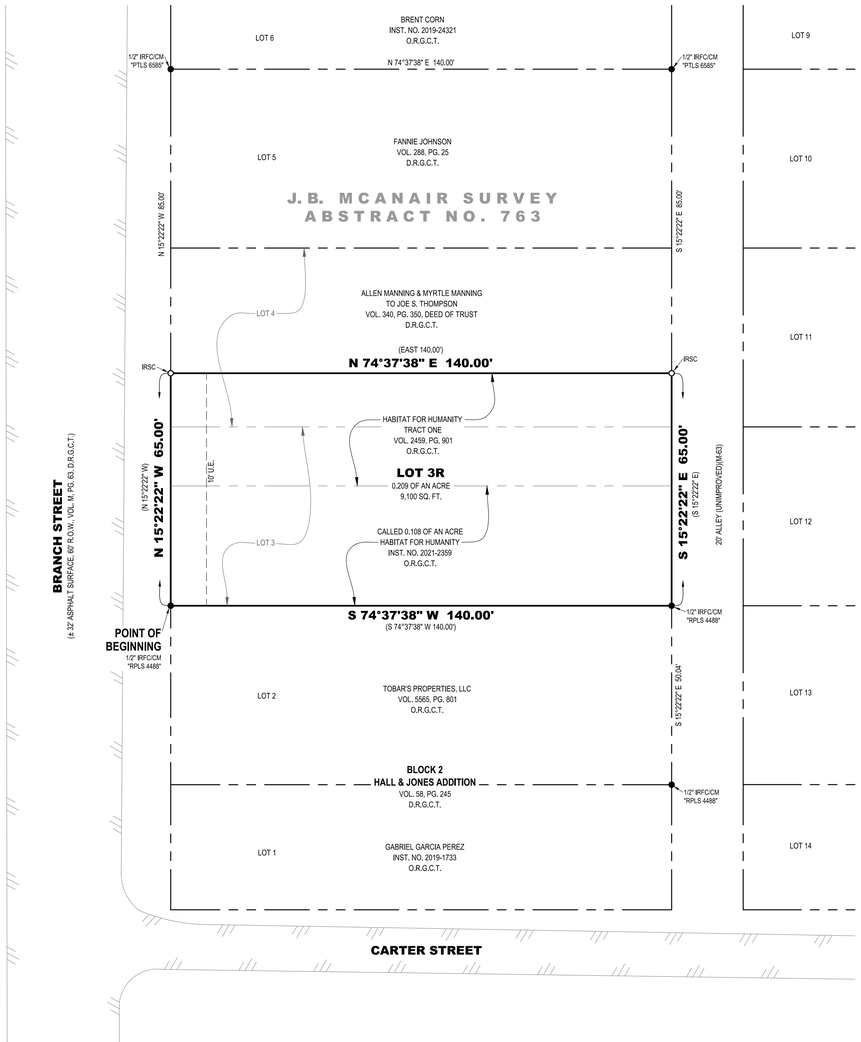
Scale: 1:2,254

Date: 8/24/2022 8:36 AM

809 AND 811 BRANCH STREET

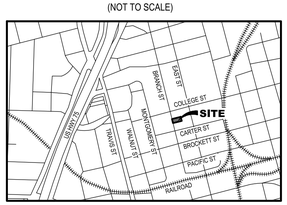






All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

VICINITY MAP
(NOT TO SCALE)



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

LEGEND

●	FOUND MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT		
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRFC	IRON ROD FOUND W/PLASTIC CAP	VOL., PG.	VOLUME, PAGE
CM	CONTROLLING MONUMENT	———	BOUNDARY LINE
( )	DEED OR PLAT CALL	U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY	- - - -	ADJOINER LINE
		//////	ASPHALT

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

REPLAT OF HALL & JONES ADDITION
BLOCK 2, LOT 3R
BEING A REPLAT OF ALL OF LOT 3 & PART OF LOT 4, BLOCK 2
HALL & JONES ADDITION
0.209 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
Habitat for Humanity of Grayson County
P.O. Box 2725
Sherman, TX 75091-2725
Contact: Frank Ventura

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: BNH	Scale: 1"=20'	Project No. 20-0699.1
10194175	Checked by: CRN	Date: 08/08/2022	Sheet No. 1 of 2

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS HABITAT FOR HUMANITY OF GRAYSON COUNTY is the owner of all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all of Lot 3 and part of Lot 4 in Block 2 of Hall and Jones Addition, according to the plat thereof recorded in Volume 58, Page 245, Deed Records, Grayson County, Texas, and being all of a tract of land described as Tract One in the deed to Habitat for Humanity, recorded in Volume 2459, Page 901, Official Records, Grayson County, Texas, and being all of a called 0.108 of an acre tract of land described in the deed to Habitat for Humanity of Grayson County, recorded in Instrument No. 2021-2359, Official Records, and being more particularly described as follows:

BEGINNING at a at a 1/2-inch iron rod with a plastic cap stamped "RPLS 4488" found for the southwest corner of said 0.108 acre tract, common to the southwest corner of said Lot 3, and common to the northwest corner of Lot 2 in said Block 2, and on the easterly right-of-way line of Branch Street;

THENCE North 15°22'22" West, with the westerly line of said 0.108 acre tract, and with the westerly line of said Lot 3, and with the easterly right-of-way line of said Branch Street, passing en route at a distance of 33.50 feet a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) previously set for the northwest corner of said 0.108 acre tract, and continuing on said course, with the westerly line of aforesaid Habitat for Humanity Tract (2459-901), and with the westerly line of said Lot 3, and with the westerly line of aforesaid Lot 4, a total distance of 65.00 feet to a Capped Iron Rod set for the northwest corner of said Habitat for Humanity Tract (2459-901), common to the southwest corner of a tract of land described in the Deed of Trust from Allen Manning and Myrtle Manning to Joe S. Thompson, recorded in Volume 340, Page 350, said Deed Records;

THENCE North 74°37'38" East, with the northerly line of said Habitat for Humanity Tract (2459-901), and with the southerly line of said Manning Tract, and crossing said Lot 4, a distance of 140.00 feet to a Capped Iron Rod set for the northeast corner of said Habitat for Humanity Tract (2459-901), common to the southeast corner of said Manning Tract, and on the easterly line of said Lot 4, and on the westerly line of a 20-foot alley in aforesaid Block 2;

THENCE South 15°22'22" East, with the easterly line of said Habitat for Humanity Tract (2459-901), and with the easterly line of said Lot 4, and with the easterly line of aforesaid Lot 3, and with the westerly line of said 20-foot alley, passing en route at a distance of 31.50 feet a Capped Iron Rod previously set for the northeast corner of aforesaid 0.108 acre tract, and continuing on said course, with the easterly line of said 0.108 acre tract, a total distance of 65.00 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 4488" found for the southeast corner of said 0.108 acre tract, common to the southeast corner of said Lot 3, and common to the northeast corner of aforesaid Lot 2;

THENCE South 74°37'38" West, with the southerly line of said 0.108 acre tract, and with southerly line of said Lot 3, and with the northerly line of said Lot 2, a distance of 140.00 feet to the POINT OF BEGINNING and enclosing 0.208 of an acre (9,100 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **HABITAT FOR HUMANITY OF GRAYSON COUNTY**, does hereby adopt this plat designating the hereinbefore described property as **REPLAT OF HALL & JONES ADDITION, BLOCK 2, LOT 3R**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: HABITAT FOR HUMANITY OF GRAYSON COUNTY

By: _____
Frank Ventura, Board President

STATE OF TEXAS §
COUNTY OF GRAYSON §

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

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

_____
Notary Public in and for the State of Texas

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **HABITAT FOR HUMANITY OF GRAYSON COUNTY**, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as **REPLAT OF HALL & JONES ADDITION, BLOCK 2, LOT 3R**, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at **REPLAT OF HALL & JONES ADDITION, BLOCK 2, LOT 3R**, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 20___.

BY: _____
FRANK VENTURA

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

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

_____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **REPLAT OF HALL & JONES ADDITION, BLOCK 2, LOT 3R** to the City of Sherman was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

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

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

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

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

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

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

REPLAT OF HALL & JONES ADDITION
BLOCK 2, LOT 3R
BEING A REPLAT OF ALL OF LOT 3 & PART OF LOT 4, BLOCK 2
HALL & JONES ADDITION
0.209 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
Habitat for Humanity of Grayson County
P.O. Box 2725
Sherman, TX 75091-2725
Contact: Frank Ventura

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: BNH	Scale: 1"=20'	Project No. 20-0699.1
10194175	Checked by: CRN	Date: 08/08/2022	Sheet No. 2 of 2

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all of Lot 3 and part of Lot 4 in Block 2 of Hall and Jones Addition, according to the plat thereof recorded in Volume 58, Page 245, Deed Records, Grayson County, Texas, and being all of a tract of land described as Tract One in the deed to Habitat for Humanity, recorded in Volume 2459, Page 901, Official Records, Grayson County, Texas, and being all of a called 0.108 of an acre tract of land described in the deed to Habitat for Humanity of Grayson County, recorded in Instrument No. 2021-2359, Official Records, and being more particularly described as follows:

BEGINNING at a at a 1/2-inch iron rod with a plastic cap stamped "RPLS 4488" found for the southwest corner of said 0.108 acre tract, common to the southwest corner of said Lot 3, and common to the northwest corner of Lot 2 in said Block 2, and on the easterly right-of-way line of Branch Street;

THENCE North 15°22'22" West, with the westerly line of said 0.108 acre tract, and with the westerly line of said Lot 3, and with the easterly right-of-way line of said Branch Street, passing en route at a distance of 33.50 feet a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) previously set for the northwest corner of said 0.108 acre tract, and continuing on said course, with the westerly line of aforesaid Habitat for Humanity Tract (2459-901), and with the westerly line of said Lot 3, and with the westerly line of aforesaid Lot 4, a total distance of 65.00 feet to a Capped Iron Rod set for the northwest corner of said Habitat for Humanity Tract (2459-901), common to the southwest corner of a tract of land described in the Deed of Trust from Allen Manning and Myrtle Manning to Joe S. Thompson, recorded in Volume 340, Page 350, said Deed Records;

THENCE North 74°37'38" East, with the northerly line of said Habitat for Humanity Tract (2459-901), and with the southerly line of said Manning Tract, and crossing said Lot 4, a distance of 140.00 feet to a Capped Iron Rod set for the northeast corner of said Habitat for Humanity Tract (2459-901), common to the southeast corner of said Manning Tract, and on the easterly line of said Lot 4, and on the westerly line of a 20-foot alley in aforesaid Block 2;

THENCE South 15°22'22" East, with the easterly line of said Habitat for Humanity Tract (2459-901), and with the easterly line of said Lot 4, and with the easterly line of aforesaid Lot 3, and with the westerly line of said 20-foot alley, passing en route at a distance of 31.50 feet a Capped Iron Rod previously set for the northeast corner of aforesaid 0.108 acre tract, and continuing on said course, with the easterly line of said 0.108 acre tract, a total distance of 65.00 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 4488" found for the southeast corner of said 0.108 acre tract, common to the southeast corner of said Lot 3, and common to the northeast corner of aforesaid Lot 2;

THENCE South 74°37'38" West, with the southerly line of said 0.108 acre tract, and with southerly line of said Lot 3, and with the northerly line of said Lot 2, a distance of 140.00 feet to the POINT OF BEGINNING and enclosing 0.208 of an acre (9,100 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 12, 2022

Attn: Frank Ventura
Habitat for Humanity of Grayson County
P.O. Box 2725
Sherman, TX 75091-2725

Preston Trail Land Surveying
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Hall & Jones Addition, Block 2, Lot 3R has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 20, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Simplify Plat Name. Plat name must not exceed 20 characters in length. Sub-labels, i.e. "being a replat of…" do not count in the total character limit.
2. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
3. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
4. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 7.

Meeting Date: 09/20/2022

Prepared by: Kerri Turner, 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:

* **809 AND 811 NORTH BRANCH STREET**

The request of Habitat for Humanity (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 809 and 811 North Branch Street, being 0.209 acres in the J.B. McAnair Survey, Abstract Number 763 and being all of Lot 3 and part of Lot 4, Block 2 of Hall and Jones Addition, as follows:

Planning and Zoning Commission

Replat approval of Hall & Jones Addition, Block 2, Lot 3R

Background:

The property is located at 809 and 811 Branch Street between East College and Carter Streets and is zoned R-1 (One-family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Habitat for Humanity (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

51

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Land Description
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Airport Advisory Board (3)

Issue:

Terry Norman Thomas and Michael McLendon's terms on the Airport Advisory Board expired on October 8, 2022, and Danny Smith's term expires on October 22, 2022. All have served two terms and are not eligible to be reappointed. There are applications from Stephen Sanderson, Randy Workman, Kent Christopher Fitch, and WaaDee Hudson. For disclosure, Mr. Workman has a hangar at the Airport.

Background:

The Airport Advisory Board was created in 2019 and acts in an advisory capacity to the City Council to review current fees and charges for the airport, T-hangar rentals and related airport services, and to advise the Council of any recommended changes. They review the airport rules, regulations and operations, and recommend changes to the City Council. They also make recommendations as to how best to manage and operate the airport facilities, to maximize both cost savings to the City and improvement to general aviation. They advise on short and long range airport planning for grounds, buildings, and runway upkeep.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council appoint Mr. Hudson, Mr. Workman, and Mr. Sanderson to the Airport Advisory Board.

Alternatives:

The Council could choose not to make appointments to the Sherman Municipal Airport Advisory Board.

Attachments

Roster
Fact Sheet
Applicant List
Stephen Sanderson Applicatin
Randy Workman Application
Kent Christopher Fitch Application
WaaDee Hudson Application

MEMBERSHIP ROSTER

AIRPORT ADVISORY BOARD **LENGTH OF TERMS: TWO YEARS**

Ord. 6239 Consecutive Term Limit Two Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Bob Nunn	**1**	**A 10/8/2019** **R 10/8/2021**	**10/8/2021** **10/8/2023**	**1** **2**	
Ross Richardson	**1**	**A 10/8/2019** **R 10/8/2021**	**10/8/2021** **10/8/2023**	**1** **2**	
Nathan Wieck	**2**	**A 11/2/2021**	**11/2/2023**	**1**	
Mary Lawrence	**n/a**	**A 10/8/2019** **R 10/8/2021**	**10/8/2021** **10/8/2023**	**1** **2**	
Terry Norman Thomas	**n/a**	**A 10/8/2019** **R 10/8/2020**	**10/8/2020** **10/8/2022**	**1** **2**	
Michael McLendon	**n/a**	**A 10/8/2019** **R 10/8/2020**	**10/8/2020** **10/8/2022**	**1** **2**	
Danny Smith	**2**	**A 10/22/2019** **R 10/22/2020**	**10/22/2020** **10/22/2022**	**1** **2**	

NOTE: Ord. 6239 – All members must live in Grayson County and at least 3 members must live inside City of Sherman

Note:

Chairman –

CITY STAFF: Terrence Steele, Assistant City Manager
Revised 11/8/2021

FACT SHEET

AIRPORT ADVISORY BOARD

Established by ORDINANCE 6239 – AUGUST 19, 2019

1. **Number of Members: SEVEN**
2. **Term of Appointment: TWO YEARS**
3. **Consecutive Term Rule: ORDINANCE 6239 – TERM LIMIT – MAXIMUM OF TWO SUCCCESSIVE TERMS; ELIGIBLE FOR REAPPOINTMENT AFTER AT LEAST ONE YEAR ABSENCE**
4. **Qualifications for Membership: ALL MEMBERS MUST LIVE IN GRAYSON COUNTY AND AT LEAST THREE MUST LIVE IN THE CORPORATE LIMITS OF THE CITY OF SHERMAN**
5. **Appointed by: CITY COUNCIL**
6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY E
ELECTED E APPOINTED ___

7. **Departmental Responsibility: PUBLIC WORKS MANAGER**
8. **Meeting Date: NO SET DATE – MEET AS CALLED BY CHAIRMAN**
9. **Attendance Requirements: NO RULE**

==========

PURPOSE:
The board shall act in an advisory capacity to the City Council.

RESPONSIBILITIES:
They shall review current fees and charges for the airport, T-hangar rentals, and related airport services and recommend changes to the City Council. They shall review airport rules, regulations, and operations, and recommend changes. They shall review and recommend how best to manage and operate the Municipal Airport facilities so as to maximize both cost savings to the City and improvement to general aviation. They shall advise the City Council on short and long range airport planning for grounds, buildings, and runway upkeep. They shall provide other airport advisory functions as may be directed by the City Council.

APPLICANT LIST

AIRPORT ADVISORY BOARD **Positions Vacant 3**

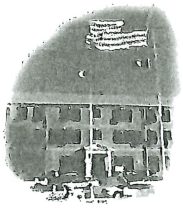
Applicant	Address	District	Qualifications
Stephen Sanderson	2325 N. Alexander	1	Atlas Air
Randy Workman	3312 FM 1897, Bells	n/a	Center for Family Medicine
Kent Christopher Fitch	336 Flying M Dr, Denison	n/a	Fitch Realty Holdings, LLC
WaaDee Hudson	313 Arapaho East	4	Five Star Creations, LLC

COMMENTS:

Note:

- All members must live in Grayson County and at least three members must live in the corporate limits of the City of Sherman

Current Members Living Inside Sherman City Limits:
Bob Nunn
Ross Richardson
Nathan Wieck
Danny Smith (going off the board)



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
In the CITY CLERK'S OFFICE
JAN 1

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: Stephen Sanderson
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Airport Advisory Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 2325 N Alexander St	Business Name: Atlas Air
Mailing Address: 2325 N Alexander St	Occupation: Pilot
Telephone: 9038215951 Fax:	Address: 2000 Westchester Ave, Purchase, NY 10577
E-Mail: Stephen.Kidd.Sanderson@gmail.com	Telephone: 914 701 8000 Fax:
Sherman Resident for 2 years County: Grayson	E-Mail: hrgeneral@atlasair.com
Drivers License No.: 28822308 - Tx	
Voter Registration No.: 1186449209 ✓	

Which Council District do you live in? *(see attached map)* District 1 ✓

Prior work experience: *(please include dates)*
Boeing 737 First officer Oct 2020 - current
Flight Instructor at American Flyers in Addison

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2013 SHS, 2017 OSU
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Oklahoma State University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

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) Airport Infrastructure Development - This board should encourage responsible growth of airport properties. Hangars & services (FBO, MX, etc.).

2) Business Development - NTRA has the tarmac space & runway length to accomodate large aircraft and the business they could bring to the community. We are centrally located between the DFW metroplex and OKC, so would be a viable and attractive location for a variety of air services. Freight forwarding in particular.

3) Community Involvement - Encourage the public to get involved with and support the aviation community. Public air shows, EAA Young Eagle events, etc.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Airline Transport Pilot license, Certified Flight Instructor - Instrument, Bachelor of Science - Aerospace Administration & Operations - Aviation Management & Aerospace Security.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: _____

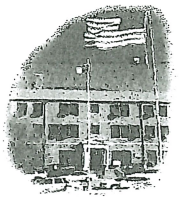
Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 9/1/2022

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: RANDY CARLTON WORKMAN ~~RANDY C. WORKMAN~~
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: MUNICIPAL AIRPORT ADVISORY BOARD

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 3312 FM 1897 BELLS TX
Mailing Address: _____
Telephone: 903-436-3845 Fax: _____
E-Mail: rworkman@gte.net
Sherman Resident for 27 years County: GRAYSON
Drivers License No.: 07357572
Voter Registration No.: 1024932631 ✓

Occupational Information

Business Name: CENTER FOR FAMILY MEDICINE
Occupation: MAINTENANCE
Address: 1906 W HWY 82 SHERMAN
Telephone: 903-892-8398 Fax: _____
E-Mail: _____

Which Council District do you live in? *(see attached map)* n/a

Prior work experience: *(please include dates)*
1977-2015 VERIZON
2015-2016 COTTER & SONS
2018-2021 SENIOR LIVING PROPERTIES

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1972
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: SOUTHEASTERN OK STATE U. ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
PROJECT MANAGEMENT INSTITUTE 1996-CURRENT
PRESIDENT BELLS ISD 1993-2005
CIVIL AIR PATROL 2004-2022

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 HAVE ALWAYS BEEN AN AVIATION ENTHUSIAST AND USING MY SKILLS TO HELP OTHERS. MY AIRPLANE IS HANGARED AT KSWI. I WOULD USE MY ENTHUSIASM AND MY BUSINESS SKILLS TO IMPROVE THE AIRPORT EXPERIENCE AND HOPEFULLY BRING MORE BUSINESS TO SHERMAN.

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) APPROACH LIGHTING – ADD A PAPI LIGHT SYSTEM AT EACH RUNWAY APPROACH TO INCREASE SAFETY.

2) LARGER FUELING AREA - REMOVE TIE DOWNS CLOSEST TO THE NORTH & SOUTH HANGARS AND RE STRIPE THE PAVEMENT TO CREATE A "FUELING LANE" WHICH WOULD CREATE A LONGER "DRIVEWAY" TO THE FUEL PUMP ALLOWING FOR A LARGE NUMBER OF AIRPLANES "IN LINE" FOR FUEL REMOVING THE CONGESTION THAT IS THERE NOW. THIS WOULD ALSO REDUCE THE EXTREMLY TIGHT TURNS TO GET TO THE FUEL PUMP NOW.

3) PARKING FOR TENANTS – CREATE A SMALL PARKING AREA ACROSS FROM EACH HAGAR FOR TENANTS ONLY. THIS WOULD ELIMINATE THE CARRYING OF PERSONAL ITEMS TO & FROM PARKING LOT. IF THE HANGAR IS USED FOR VEHICLE PARKING THEN WE HAVE TO STOP THE AIRPLANE TOO FAR FROM THE HAGAR AND IT MAKES FOR A LONG PUSH TO GET THE AIRPLANE INTO THE HANGAR.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
PROJECT MANAGEMENT PROFESSIONAL - CERTIFICATE # 19821 / BUSINESS MANAGEMENT SKILLS OUTSIDE & INSIDE CONSTRUCTION EXPERIENCE

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
I RENT A HANGAR FROM THE CITY BUT DO NOT BELIEVE IT'S A SERIOUS CONFLICT OF INTEREST.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: _____

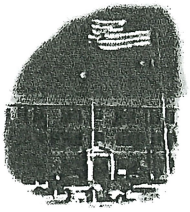
Statement of Intent

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.

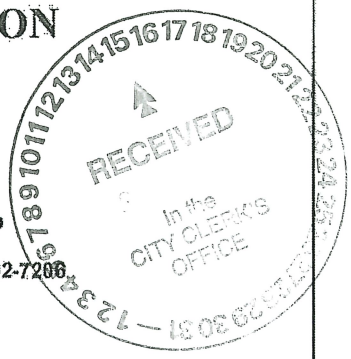
Signature: Randy C. Workman *Date:* 1 SEP 22

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: Kent Christopher Fitch
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Airport Advisory Board

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information		Occupational Information	
Home Address:	336 Flying M Dr. Denison TX	Business Name:	Fitch Realty Holdings LLC
Mailing Address:	P.O. Box 1274 Pottsboro TX 75076	Occupation:	Designated Pilot Examiner
Telephone:	608-385-9697 Fax:	Address:	336 Flying M. Dr. Denison TX
E-Mail:	Kent@fitchdpe.com	Telephone:	608-385-9697 Fax:
Sherman Resident for	0 years County: Grayson	E-Mail:	Kent@fitchdpe.com
Drivers License No.:	43911384		
Voter Registration No.:	2172526197 ✓		

Which Council District do you live in? *(see attached map)* n/a

Prior work experience: *(please include dates)*
Designated Pilot Examiner 05/2021 to present
Please see fitchdpe.com for further details.

Educational Achievement:
High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 2009
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Multiple (5 degrees) ☑ Bachelor's ☑ Master's ☑ PhD (Pending dissertation)

Volunteer Work: *(please include dates)*
several hundred hours of volunteer experience for Marine Corps community service.

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 would use this position to advocate for General Aviation and increase income producing activity at KSWI.

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) Future development & expansion of KSWI.

2) Increase commerce through public relations & community out reach.

3) Avoiding a monopoly of KSWI from any sole business owner similar to KGYI.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Please see fitchdpe.com
Ample amount of skills & abilities to assist at KSWI.

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: I was asked by Danny Smith to apply.

Statement of Intent

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Signature: _____ *Date:* 09/14/2022

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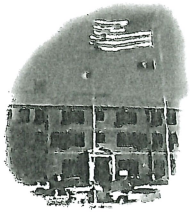
Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
In the 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: WAADEE Hudson
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Airport

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 313 Arapaho East	Business Name: Five Star Creations LLC.
Mailing Address: 313 Arapaho East	Occupation: Owner
Telephone: 903 821 6620 Fax: N/A	Address: 313 Arapaho East
E-Mail: waadee.hud@gte.net	Telephone: 903 821 6620 Fax:
Sherman Resident for 40 years County: Grayson	E-Mail: waadee.hud@gte.net
Drivers License No.: 10218318	
Voter Registration No.: 10249470 88 ✓	

Which Council District do you live in? *(see attached map)* 4 ✓

Prior work experience: *(please include dates)*
GTE/Verizon Management 1970-1985 1997-2004
Retired from Verizon
Arts + Craft Sales From 2004 To Present

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1962
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Texas Tech University ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Airport Board City of Sherman 1997-2000
Broken Arrow Lions Club Broken Arrow OK 1970-1979

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.
N/A

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? 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 am a Pilot and interested in Aircraft & Related Airports

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) Airport Growth - ensure Airport Facilities enable proposed additions

2) Airport Maintenance - maintain the Runways in order for safe operation of the Airport

3) Management and Operation of Airport Facilities
Communication with public about benefits of having an Airport

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Private Pilot License, Communications, Aircraft Maintence,

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: One of the Members suggested I Apply/contribute

Statement of Intent

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Signature: WandDee Hudson *Date:* 9-23-22

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Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/17/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2022 Council Calendar

2022
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
12	13	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	7	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/18/20222	Rescheduled - Martin Luther King, Jr. Day
2/9/2022	CIP-Public Works Planning Session
2/23/2022	Joint Meeting - Legal Training (Canceled-Bad Weather)
3/23/2022	Joint Meeting - Legal Training
4/19/2022	Budget Planning Meeting
5/26/2022	Capital Improvement Program Work Session
6/7/20222	Budget Workshop - Day 1
6/16/2022	Special Called Meeting
7/5/2022	Rescheduled - Independence Day
9/6/2022	Resheduled - Labor Day
9/13/2022	Joint Meeting - SEDCO Board
9/22/2022	Review CompPlan and Zoning Ordinances