CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 16, 2023
5:00 P.M.

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

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

A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF SEPTEMBER 18, 2023, AND OCTOBER 2, 2023.

Proclamations

B. 1. PROCLAMATION
"Austin College" – 175th Academic Year

Citizen Comments

C. 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

D. 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

D. 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

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

Public Hearing

E. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6659**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 10.771 acres, being in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, Located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway), Heretofore Zoned M-1 (Light Manufacturing) District/F.M. 1417 Overlay District; Rezoning and Placing the Tract in the C-1 (Retail Business) District/F.M. 1417 Overlay District Zoning Classification, (Bob Tesch Investments, LLC, Owner; and Pape-Dawson Engineers, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6660**

An Ordinance Of The City Council Of The City Of Sherman, Texas, Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 216.22 Acres, Being In The Charles Carter Survey, Abstract No. 229, And The Henry C. Atchison Survey, Abstract No. 22, City Of Sherman, Grayson County, Texas, Located In The 1900-2600 Blocks East Tuck Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park, (Grayson County Land Trust, Owners; Rozann Marquis, Representative; And Kimley-Horn And Associates, Inc., 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

E. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6661**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 19.950 acres being a part of the Samuel M. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, Located at 2305 and 2615 Graystone Road, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Zoning Classification, Evergreen Parks Land Holdings (Owner), Terrin Bertholf (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

E. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6662**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land being in Block 11, Lots 16-18, Chaffins 1st Addition, City of Sherman, Grayson County, Texas, Located at 814 East Houston Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning and Placing the Tract in the R-6 (Single Family Residential) District Zoning Classification, Norberto Galarza (Owner), Uber Galaviz (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

E. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6663**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 0.173 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located at 819 North Walnut Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, Raza Mian (Owner), Lexington Wright (Representative) and Copley Land Surveying (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

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E. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6664**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the C-1 (Retail Business) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6665**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 2, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6666**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 3, consisting of 16.400 acres in the David Harrison Survey, Abstract No. 587 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the MF-15 (Multi Family Residential) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6667**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 30.905 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located in the 1900 Block West Washington Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, West Sherman Baptist Church, Inc (Owner), Bryan Blagg, Wyldewood Homes, LLC (Representative) 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

Close Public Hearing and Consider Adoption of Ordinances

E. 10. **ORDINANCE NO. 6656**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.944 acres, being in the Samuel Blagg Survey, Abstract No. 56 being part of Block “B” of Staples Addition, City of Sherman, Grayson County, Texas, Located at 1604 South Travis Street, Heretofore Zoned C-1 (Retail Business) District and R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-TH (Townhome Residential) District Classification (David Ashley, Owner); Luis Moran, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

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E. 11. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6659, 6660, 6661, 6662, 6663, 6664, 6665, 6666, 6667 & 6656.

Resolutions

F. 1. **RESOLUTION NO. 7183**

Approving the Grayson Central Appraisal District's Resolution #2023-02 to Construct or Renovate a Building or Other Improvements as Necessary to Establish and Operate the Appraisal Office

F. 2. **RESOLUTION NO. 7184**

Approving the Greater Texoma Utility Authority's Intention to Award the Guaranteed Maximum Price A, B, C (GMP A, B, C), to Kiewit Water Facilities South Co. for the South Wastewater Treatment Plant - MBR Project

F. 3. **RESOLUTION NO. 7185**

Approving the Greater Texoma Utility Authority's Intention to Award the Membrane Biological Reactor Equipment to Veolia Water Technologies & Solutions for the South Wastewater Treatment Plant

F. 4. **RESOLUTION NO. 7186**

Approving the Greater Texoma Utility Authority's Intention to Award Preselection of Electrical Equipment to Elliot Electric Supply, Inc. for the South Wastewater Treatment Plant - MBR Project

F. 5. **RESOLUTION NO. 7187**

Renaming Holly Avenue, West Moore Street from Holly Avenue to FM 1417, and Flanary Road from FM 1417 to 5120 Flanary Road to Interurban Parkway

F. 6. **RESOLUTION NO. 7188**

Approving the Greater Texoma Utility Authority to enter into an agreement with M & M Industrial Control Services, Inc. for the Purchase and Installation of the Equipment, Programming and Controls for the Water Treatment Plant EDR Rehabilitation Project.

F. 7. **RESOLUTION NO. 7189**

Authorizing the Purchase of a Tait Trunking Radio System for the City of Sherman from Stolz Telecom Under BuyBoard Contract Number 696-23/H-GACRA05-21

F. 8. **RESOLUTION NO. 7190**

Authorizing the Purchase of Upgrades to Existing Radios for Connecting to Trunking System for the City of Sherman Public Safety Equipment from Motorola under Texas Department of Information Resources Contract Number 22918 -DIR-TSO-4101.

F. 9. **** RESOLUTION NO. 7191***

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - Pump Procurement Bid SHM23287.1 to Smith Pump Inc.

F. 10. **** RESOLUTION NO. 7192***

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - MCC Procurement Bid SHM23287.2 to Elliot Electrical Supply, Inc.

F. 11. **** RESOLUTION NO. 7193***
Awarding a Bid to and Authorizing Execution of a Contract to W. Douglass Distributing for an Annual Supply of Gasoline and Diesel Fuels

F. 12. **** RESOLUTION NO. 7194***
Authorizing the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department from Primary Arms, LLC through Buyboard

F. 13. **** RESOLUTION NO. 7195***
Authorizing the Purchase of Residential Garbage Cans for the Sherman Solid Waste Department from Rehirig Pacific Company Through Buyboard

F. 14. **** RESOLUTION NO. 7196***
Authorizing the Purchase of Ammunition for the Sherman Police Department from Various Suppliers Through Buyboard

F. 15. **** RESOLUTION NO. 7197***
Authorizing the Purchase of Pistols for the Sherman Police Department from Primary Arms, LLC Through Buyboard

F. 16. **** RESOLUTION NO. 7198***
Authorizing Execution of a Chapter 380 Grant Agreement with Tesoro AM, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 17. **** RESOLUTION NO. 7199***
Authorizing Execution of a Chapter 380 Grant Agreement with Vitina's Deli Delights LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 18. **** RESOLUTION NO. 7200***
Authorizing Execution of a Chapter 380 Grant Agreement with Camino Viejo Mexican Restaurant LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 19. **** RESOLUTION NO. 7201***
Authorizing Execution of a Chapter 380 Grant Agreement with Texoma Communications, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 20. **** RESOLUTION NO. 7202***
Authorizing Execution of a Chapter 380 Grant Agreement with Katrina Coffman and Sarah Pierce for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 21. **** RESOLUTION NO. 7203***
Authorizing Execution of a Chapter 380 Grant Agreement with The Zen Bar LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 22. **** RESOLUTION NO. 7204***

Authorizing Execution of a Chapter 380 Grant Agreement with L & T Auto Parts, Inc. for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Requests to Advertise

G. 1. **** REQUEST TO ADVERTISE***

Purchase Multiple Fleet Vehicles for Multiple City Departments

Other Business

H. 1. **OTHER BUSINESS**

Receive Presentation from Police Sergeant Brett Mullen on the Police Department's Annual Halloween Event, "Fright Fest"

H. 2. **OTHER BUSINESS**

Receive an update from Pape-Dawson Engineers, Inc. for City of Sherman Major Infrastructure Improvements Projects.

H. 3. **OTHER BUSINESS**

Receive an Update on the City of Sherman's Ongoing Projects

H. 4. **** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended September 30, 2023

H. 5. ***** OTHER BUSINESS***

Replat of Patel Cornerstone Addition, consisting of 4.834 acres being in the J.B. McAnair Survey, Abstract No. 763 and currently zoned C-1 (Retail Business) District; P & N Sherman, LLC (Owner) and Preston Trail Land Surveying (Surveyor) (2600-2708 North Cornerstone Drive)

H. 6. ***** OTHER BUSINESS***

Final Plat of Sherden Mall, Lot 1, Block A, consisting of 1.157 acres in the Reuben Hendrix Survey, Abstract No. 504 and currently zoned C-2 (General Commercial) District; LJ Erikson, Sherman NEC Texoma & 82, LP (Owner) and Spiars Engineering, Inc. (Engineer/Surveyor) (3201 Texoma Parkway)

H. 7. ***** OTHER BUSINESS***

Final Plat of Coursey Addition, consisting of 9.862 acres in the Charles McManus Survey, Abstract No. 802 and located in the ETJ (Extra Territorial Jurisdiction); Rickey Hugh Coursey, Jr. (Owner) and Preston Trail Land Surveying (Surveyor) (2855 Baker Ridge Road)

H. 8. ***** OTHER BUSINESS***

Final Plat of Heritage Ranch, Phase 1, consisting of 51.767 acres in the J. Jennings Survey, Abstract No. 647, and the U. Burns Survey, Abstract No. 121 and currently located in the PD (Planned Development)/75&82 Overlay District; Ryan Griffin (Owner), Stephanie Centofonti, Rockhill Capital (Developer) and Spiars Engineering (Engineer/Surveyor) (300-1000 Blocks West Highway 82)

I. **COUNCIL COMMENTS**

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

Executive Session

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. a) Receive legal advice in regards to updates to the City's Zoning Ordinance
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. a) The Village b) Sun Communities c) Heritage Ranch
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

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

K. 1. **OPEN MEETING**
Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

L. **ADJOURNMENT**

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, October 13, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 13th day of October 2023.
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	Josh Stevenson	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

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SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/16/2023

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF SEPTEMBER 18, 2023, AND OCTOBER 2, 2023.

Attachments

September 18, 2023
Stagner Opposition Email
Stagner Opposition Power Point
October 2, 2023

STATE OF TEXAS §

September 18, 2023

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 September 18, 2023.

MEMBERS PRESENT: **MAYOR DAVID PLYLER; DEPUTY MAYOR JOSH STEVENSON. COUNCIL MEMBERS DOBBS, HOLLAND, HOWETH, MARROQUIN, 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 Henry Marroquin.

CITIZEN'S COMMENTS — **CITIZENS 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. Council Member Teamann moved to approve the Consent Agenda, as presented. Second by Council Member Holland. All present voted AYE.

CONSENT AGENDA — **CONSENT AGENDA**

Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to the Staff Review Letter, 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. Council Member Teamann moved to approve the Consent Agenda, subject to the Staff Review Letter. Second by Council Member Dobbs. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6641 and called for a public hearing: — **ORD 6641 TERMINATION OF TIRZ #1**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THE TERMINATION OF SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE (TIRZ #1) BY OPERATION OF LAW; DISSOLVING THE BOARD OF DIRECTORS AND TAX INCREMENT FUND FOR TIRZ #1; DIRECTING THAT ANY MONEY REMAINING IN THE TIRZ #1 FUND BE PAID TO THE CITY OF SHERMAN.

Mary Lawrence, Chief Financial Officer, said TIRZ #1 was for the Town Center area, and was formed to pay for infrastructure at the Town Center. The last payment on the TIRZ bond was made last month, and no other projects are planned.

The staff is requesting termination of the zone, which will result in an additional $350,000 in property taxes added to the General Fund annually. The fund balance in that fund will also revert to the City because no other entities participated.

No citizens appeared before the City Council to discuss Ordinance No. 6641.

Mayor Plyler introduced Ordinance No. 6642 and called for a public hearing:

ORD 6642 UPDATE ZONING ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), SECTIONS 14.02.010 (R-TH TOWNHOME RESIDENTIAL DISTRICT), 14.06.004 (SITE PLAN REQUIREMENTS); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE R-TH (TOWNHOME RESIDENTIAL) ZONING DISTRICT AND SITE PLAN REQUIREMENTS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Rob Rae, Development Services Director, said this is a minor update to the City's Zoning Ordinance. The two items are to update the Townhome Zoning District, to allow 22' wide lots for homes that have rear garage access. Currently the regulation allows for a minimum of 25' lots, regardless of whether the garage is in the front or the back.

The original request for this change came from some developers. The request is common for townhome developments to have a narrower lot, if there is a garage in the back, and is currently used in the Bel Air Village Subdivision.

The other recommended change is to the site plan requirements. On September 1, 2023, the State of Texas enacted a new House Bill that eliminated the "shock clock" rules for site plan approval. This change would remove references to 30 day action for site plan approval.

The Planning and Zoning Commission recommended approval of the changes.

No citizens appeared before the City Council to discuss Ordinance No. 6642.

Mayor Plyler introduced Ordinance No. 6643 and called for a public hearing:

ORD 6643 UPDATE SUBDIVISION ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF

THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION); REPEALING EXHIBIT 10A (SUBDIVISION ORDINANCE); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO PLATS, SUBDIVISIONS OF LAND, CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND OTHER LAND DEVELOPMENT MATTERS PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND OTHER APPLICABLE LAW; PROVIDING FOR CERTAIN DEFINITIONS AND PROCEDURES; PROVIDING REQUIREMENTS AND REGULATIONS FOR THE PREPARATION OF PLATS; PROVIDING FOR ACCEPTANCE OF SUBDIVISIONS AND REQUIREMENTS PRIOR TO ACCEPTANCE OF FINAL PLATS; PROVIDING FOR DESIGN CRITERIA AND CONSTRUCTION STANDARDS; DEFINING RESPONSIBILITY FOR PAYMENT OF COSTS OF PUBLIC INFRASTRUCTURE; SPECIFYING REQUIREMENTS FOR SURVEYING, ENGINEERING AND FINAL ACCEPTANCE OF SUBDIVISION; PROVIDING FOR VARIOUS IMPROVEMENTS FOR ALL SUBDIVISIONS; PROVIDING FOR VARIANCES; EXTENDING REGULATIONS TO THE EXTRATERRITORIAL JURISDICTION OF THE CITY; DELEGATING AUTHORITY OVER ACTION ON CERTAIN TYPES OF PLATS TO THE CITY ENGINEER PURSUANT TO SECTION 212.0065 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mr. Rae said this is a minor update to the Subdivision Ordinance, due to State law changes for platting. This change would allow preliminary plats to be approved by City staff, and no longer be required to be approved by the Planning and Zoning Commission. It would also extend the timeframe that preliminary plats are active to two years.

Final Plats and Replats, which currently go to Planning and Zoning and Council for approval, would only be required to go to the Planning and Zoning Commission for approval. They would no longer be required to go to the City Council for approval.

Also, references to civil review fees, testing fees, and inspection fees, are removed from the Subdivision Ordinance, and will be included on the next agenda item, regarding Appendix C.

This ordinance would also repeal Exhibit 10-A, as a clean-up for Chapter 10, and to make it easier to understand.

No citizens appeared before the City Council to discuss Ordinance No. 6643.

Mayor Plyler introduced Ordinance No. 6644 and called for a public hearing:

ORD 6644 BUILDING & ZONING FEE SCHEDULE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, TO MODIFY CERTAIN FEES, FINES AND OTHER CHARGES SET FORTH IN APPENDIX C, COMPREHENSIVE FEE SCHEDULE, INCLUDING BUILDING

PERMIT AND INSPECTION FEES, SUBDIVISION FEES AND ZONING FEES; REAUTHORIZING BUILDING PERMIT FEES IN ACCORDANCE WITH SECTION 214.908 OF THE TEXAS LOCAL GOVERNMENT CODE; AMENDING CHAPTER 13 (UTILITIES) OF THE CODE OF ORDINANCES, ARTICLE 13.08 (UTILITY BILLING), SECTIONS 13.08.003, 13.08.005 AND 13.08.006 TO REVISE RATES FOR WATER AND SEWER SERVICES; REVISING DEPOSIT AMOUNTS TO ASSURE PAYMENT; PROVIDING FOR PAYMENT FOR LOST, DAMAGED, OR STOLEN METERS AND METER READING EQUIPMENT; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mr. Rae said this was related to the previous agenda item and would update the fee schedule, primarily relating to engineering, subdivision, and platting fees. The recommendation is to increase those fees to cover additional staff time that is required for larger plats.

Also, State law has changed, as of September 1, 2023, and determined that the City can no longer ask for evaluation of projects that require public infrastructure. As a result of that, this is a proposal to include the cost of civil review fees based on number of lots and the acreage of the proposed development.

Other items included would allow for third-party reviewers to be compensated, if internal staff can't do it. No charges are required for the Sherman Independent School District or churches, for a building permit or for civil review fees.

Ms. Lawrence said the ordinance also includes the update to the water and sewer rates, with the "inverted block" structure that was discussed at the Budget Workshop. This is for the per thousand-gallon rate increases with increased consumption. The average residential customer will see no change in their rates for their bills.

Staff is also requesting an increase in the deposits for commercial accounts only. The deposits haven't been increased since 2012. This will help the City keep up with the amount the deposit is covering.

No citizens appeared before the City Council to discuss Ordinance No. 6644.

Mayor Plyler introduced Ordinance No. 6645 and called for a public hearing:

ORD 6645 SUP FOR CONSTRUCTION OFFICE (2325 N. TRAVIS ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW CONTRACTORS OR CONSTRUCTION OFFICES, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE IN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2325 NORTH TRAVIS STREET, CONSISTING OF 7.849 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN,

GRAYSON COUNTY, TEXAS (AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO., INC., OWNER; VILBIG AND ASSOCIATES, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this Specific Use Permit is for an expansion of the ABC Supply Company's site. They have a previously approved SUP that needs to be updated.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6645.

Mayor Plyler asked that the captions of Ordinance Nos. 6646 and 6647 be read together.

ORD 6646 ZONE CHANGE (18873 W. HWY 82)

Mayor Plyler introduced Ordinance No. 6646 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 9.416 ACRES IN THE JAMES M. HAMBRIGHT SURVEY, ABSTRACT 538, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 18873 WEST HIGHWAY 82, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (DAVID CATCHING, OWNER; KEITH BARCLIFT, REPRESENTATIVE; 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.

Mayor Plyler introduced Ordinance No. 6647 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW CONTRACTORS OR CONSTRUCTION OFFICES, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 18873 WEST HIGHWAY 82, CONSISTING OF 9.416 ACRES IN THE JAMES M. HAMBRIGHT SURVEY, ABSTRACT 538, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (DAVID CATCHING, OWNER; KEITH BARCLIFT, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6647 SUP FOR CONSTRUCTION OFFICE (18873 W. HWY 82)

Mr. Rae said Ordinance 6646 is a zone change from an R-A District to a C-2 District, to allow for a change of use. In the past, the location was used as an agricultural auction center, and was permitted by right in the R-A District.

The perspective buyer would like to have an equipment rental location on this property. That would be required to have a SUP in a C-2 District. Which is what Ordinance 6647 is regarding.

The Planning and Zoning Commission recommended approval of both of these items.

One representative appeared in support of the request and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6646 and 6647.

ORD 6648
SUP FOR HOOKAH BAR
(2201 TEXOMA PKWY)

Mayor Plyler introduced Ordinance No. 6648 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW HOOKAH BAR, SMOKING LOUNGE, SMOKE SHOP, OR VAPE SHOP IN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2201 TEXOMA PARWKAY, CONSISTING OF 0.382 ACRES IN THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808, BEING LOT 6, BLOCK 9, HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (TEXOMA PARKWAY, SALMAN MAJOHIA, OWNER; DINESH SOOK TENANT; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item is for a SUP for a smoke shop in a C-2 District. An opposition letter was received for the request and an opposition comment was received at the Planning and Zoning Commission Meeting.

The motion that was approved at the Planning and Zoning Commission Meeting also included tying the SUP to the applicant and approving for a one-year time period.

<u>David Stagner, 108 N. Travis</u>
Mr. Stagner appeared representing a smoke shop that is adjacent to the one requesting the SUP. He had hoped to show a PowerPoint presentation, but instead he distributed a handout as to why Ordinance 6648 should not be enacted.

He said he had previously sent an email to Mr. Rae about his thoughts on an ordinance that would restrict vape shops, however Mr. Rae had not responded to the email.

Mr. Stagner said the proposed use is not compatible with the City's Comprehensive Plan. He said these businesses are regulated "ad hoc" and require Specific Use Permits. He didn't feel it was in the best interest of the City to have a proliferation of vape shops in a small geographical area.

He said Texoma Parkway was originally Hwy 75, and many times, with this change comes deterioration of a roadway, but this hasn't happened in this case. Texoma Parkway is doing great, however there are several vape shops in the same area.

Mr. Stagner said he represented the owner of the vape shop that is next door to the one that is requesting the SUP. He also presented a map of all tobacco or vape shops on or near Texoma Parkway, within a mile of the proposed location.

He said the proposed vape shop is not in the public interest, and should be regulated like liquor stores or sexually owned businesses. He said the proposed location is also extremely close to a residential district.

Mr. Stagner showed a photo of Texoma Tobacco's original store and their newly constructed shopping center, where the store is located, adding that his client has spent almost $1 million on the renovation. He also discussed the other residents in their shopping center. He presented a signed note of opposition from La Mesa Restaurant.

Mr. Stagner also mentioned "Delta 8," adding that his client will not sell this product. They could make between $2,000 and $5,000 monthly, if they sold Delta 8, which is a "synthetic marijuana."

He recommended that the City consider an ordinance that regulated these types of businesses, both geographically and otherwise. He also added that the proposed ordinance says "prescribing conditions to the Specific Use Permit," and said he did not know what those "conditions" were.

The following agenda item also concerns a vape shop that would be located on Hwy 82, next door to Lowe's.

<u>Naser Yacoub, Owner, Texoma Tobacco, 2205 Texoma Parkway, Suite 100</u>
Mr. Yacoub said he started his small business years ago and has expanded over the years, changing their property to a shopping center. His customers are satisfied and there have been no complaints from the City.

The new vape shop is trying to open their business about five feet from his property line. He said there are already about ten or eleven stores that sell tobacco within 1.5 miles of his store. He has spent over $1 million renovating his property and he did not feel it was a good idea to allow another vape shop so close to his business.

Oliver James, Manager, 2201 Texoma Parkway
The representative appeared in support of the request and said they could offer better prices to customers.

Alicia Burnett, 2115 Loy Street
Ms. Burnett appeared representing herself and her Mother, Dolores Brown, who reside in the nearby neighborhood. She said they are customers of Texoma Tobacco and have known the owners for about ten years.

She said they don't need another vape shop that close to the residential area. There are already two bars in the neighborhood.

Another couple from the audience said they were in support, but did not give their name.

No other citizens appeared before the City Council to discuss Ordinance No. 6648.

Mayor Plyler introduced Ordinance No. 6649 and called for a public hearing:

ORD 6649 SUP FOR VAPE SHOP (738 E. HWY 82)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A VAPE SHOP IN THE C-1 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 738 EAST HIGHWAY 82, CONSISTING OF 1.830 ACRES, BEING LOTS 1 & 2, BLOCK 1, 82-75 ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (W DOUGLASS DISTRIBUTING, LTD, OWNER; SAMIR BHIMANI, TENANT; DAVID WEAVER, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this is a similar request for a SUP for a vape shop in a C-1 District, near Hwy 82 and Hwy 75.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6649.

Mayor Plyler introduced Ordinance No. 6650 and called for a public hearing:

ORD 6650 SUP FOR HOTEL (2708 N. CORNERSTONE DR)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL IN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 2708 NORTH CORNERSTONE DRIVE, CONSISTING OF 2.251 ACRES, BEING IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, BEING LOT 6R, BLOCK 2, REPLAT OF CORNERSTONE ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (RAJ PATEL, OWNER;

ADR DESIGNS, LLC, DESIGNER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this is a request for a SUP to allow a hotel in a C-1 District. The applicant is proposing to construct a Home2 Suites, which is a Hilton brand. It would be a four-story building with 106 hotel rooms, an outdoor swimming pool, and a 1,200 square foot meeting room.

This property is located adjacent to the Hampton Inn that is currently under construction, and the same owner and applicant is constructing that one as well.

The SUP does include a condition that hotel guests can't stay longer than 30 days.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

A representative was available if Council Members had any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6650.

Mayor Plyler asked that the captions of Ordinance Nos. 6651, 6652, and 6653 be read together.

ORD 6651 ZONE CHANGE (6000-6400 BLOCKS S. HWY 75 & 100-200 BLOCKS AKERS RD)

Mayor Plyler introduced Ordinance No. 6651 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 14.287 ACRES, CONTAINED IN TRACT 2, BEING IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 6000-6400 BLOCKS SOUTH HIGHWAY 75 AND THE 100-200 BLOCKS AKERS ROAD, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION. (JAMESTOWN SQUARE, LLC, OWNER; CALEB JONES, REPRESENTATIVE; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mayor Plyler introduced Ordinance No. 6652 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A

ORD 6652 ZONE CHANGE (6000-6400 BLOCKS S. HWY 75 & 100-200 BLOCKS AKERS RD)

TRACT OF LAND, CONSISTING OF 18.903 ACRES, CONTAINED IN TRACT 4, BEING IN THE JOHN CHRONISTER SURVEY, ABSTRACT 248, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 6000-6400 BLOCKS SOUTH HIGHWAY 75 AND THE 100-200 BLOCKS AKERS ROAD, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (JAMESTOWN SQUARE, LLC, OWNER; CALEB JONES, REPRESENTATIVE; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6653
ZONE CHANGE
(6000-6400 BLOCKS S. HWY 75 & 100-200 BLOCKS AKERS RD)

Mayor Plyler introduced Ordinance No. 6653 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 7.796 ACRES, CONTAINED IN TRACT 3, BEING IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 6000-6400 BLOCKS SOUTH HIGHWAY 75 AND THE 100-200 BLOCKS AKERS ROAD, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (JAMESTOWN SQUARE, LLC, OWNER; CALEB JONES, REPRESENTATIVE; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this project is in Jamestown Square, and has been in the works for two or three years. They were close to having their civil plans complete for the multi-family phase, when the Texas Department of Transportation and the City of Sherman agreed on a new design change for Hwy 75.

The Hwy 75 section between FM 902 and FM 1417 is currently being redesigned. TxDOT is also redesigning the bridge, which has forced the developer to redesign their site. This request is to adjust some of their boundaries, due to the redesign.

Tract 1 was zoned C-1 before, and has not changed. Tract 2 was previously zoned MF-30, which will remain, but there will be some boundary changes. Tract 3 was zoned MF-30 for townhomes, but now the City has a townhome district and they want to rezone to that district. Tract 4 was currently zoned as R-6, but will be rezoned to MF-15, to allow for single-family for rent.

The Planning and Zoning Commission recommended approval of the three Zone Changes, subject to the Staff Review Letter.

A representative was available if Council Members had any questions.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6651, 6652, and 6653.

Mayor Plyler introduced Ordinance No. 6654 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.341 ACRES, BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 416 SOUTH ELM STREET, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (OSCAR MEDINA, OWNERS; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6654
ZONE CHANGE
(416 S. ELM ST)

Mr. Rae said this was a zone change to build a single-family home on the lot. The applicant previously requested duplex zoning, and it was denied.

The Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6654.

Mayor Plyler introduced Ordinance No. 6655 and called for a public hearing:
AN ORDINANACE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.069 ACRES, BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963 BEING A REPLAT OF LOTS 2, 3 & 4, IN BLOCK 1 OF W. ELLIOTT'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 607 EAST KING STREET, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, (ROYAL LEGACY HOMES, LLC, OWNER; 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.

ORD 6655
ZONE CHANGE
(607 E. KING ST)

Mr. Rae said this was a request for a zone change from an R-6 to an R-4, because it's a smaller lot.

The Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter. The Board of Adjustments also heard a variance related to this request, to allow a 75-foot lot depth instead of the required 90 feet, and a 3,000

square foot lot size, instead of the required 4,000 square feet. The Board of Adjustments also approved the variance.

No citizens appeared before the City Council to discuss Ordinance No. 6655.

Mayor Plyler introduced Ordinance No. 6656 and called for a public hearing:

ORD 6656 ZONE CHANGE (1604 S. TRAVIS ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.944 ACRES, BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 BEING PART OF BLOCK "B" OF STAPLES ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1604 SOUTH TRAVIS STREET, HERETOFORE, ZONED AN C-1 (RETAIL BUSINESS) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT CLASSIFICATION, (DAVID ASHLEY, OWNER); LUIS MORAN, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this request was to rezone 1604 South Travis Street from a C-1 and R-6 District to a Townhome District. The applicant also requested 22-foot wide lots.

The Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter. There was opposition from the public on this item.

No citizens appeared before the City Council to discuss Ordinance No. 6656.

Mayor Plyler introduced Ordinance No. 6657 and called for a public hearing:

ORD 6657 ZONE CHANGE (2813 S. TRAVIS ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 2.863 ACRES, BEING IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2813 SOUTH TRAVIS STREET, HERETOFORE ZONED AN C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, (J & E CASAS HOMES, LLC, SERIES A, OWNER; JOSE MARTINEZ, REPRESENTATIVES; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this request was to rezone from a C-2 District to an MF-15 District. The property owner is currently operating this

former hotel as an apartment complex, including a sign on the front that says "apartments for rent." This is in contradiction to their issued Certificate of Occupancy.

They were issued a citation, and were asked to come into conformity. They are seeking to continue to operate this property as a multi-family apartment complex, as they are currently illegally doing.

The Planning and Zoning Commission recommended approval of the zone change, so that the staff will have the ability to start enforcing rules regarding the multi-family use.

No citizens appeared before the City Council to discuss Ordinance No. 6657.

Mayor Plyler introduced Ordinance No. 6658 and called for a public hearing:

ORD 6658 ZONE CHANGE (901 S. THROCKMORTON ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.165 ACRES, BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT 963, BEING A REPLAT OF LOTS 1 AND 2, IN BLOCK 18, W. ELLIOTT'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 901 SOUTH THROCKMORTON STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (ROBERTO AND NANCY GARCIA, OWNER; CHRIS NOAH, REPRESENTATIVE; 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.

Mr. Rae said the applicant wants to build a single-family home on the lot, but it's smaller than 60 feet, and they are requesting to rezone to R-5.

The Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6658.

The Public Hearing was closed.

<u>Ordinance 6641</u>

ORD 6641 TERMINATION OF TIRZ #1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THE TERMINATION OF SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE (TIRZ #1) BY OPERATION OF LAW; DISSOLVING THE BOARD OF DIRECTORS AND TAX INCREMENT FUND FOR TIRZ #1; DIRECTING THAT ANY MONEY REMAINING IN THE TIRZ #1 FUND BE PAID TO THE CITY OF SHERMAN.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6641, as presented. Second by Deputy Mayor Stevenson.

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

Ordinance 6651 — **ORD 6651 ZONE CHANGE (6000-6400 BLOCKS S. HWY 75 & 100-200 BLOCKS AKERS RD)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 14.287 ACRES, CONTAINED IN TRACT 2, BEING IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 6000-6400 BLOCKS SOUTH HIGHWAY 75 AND THE 100-200 BLOCKS AKERS ROAD, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (JAMESTOWN SQUARE, LLC, OWNER; CALEB JONES, REPRESENTATIVE; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6653 — **ORD 6653 ZONE CHANGE (6000-6400 BLOCKS S. HWY 75 & 100-200 BLOCKS AKERS RD)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 7.796 ACRES, CONTAINED IN TRACT 3, BEING IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 6000-6400 BLOCKS SOUTH HIGHWAY 75 AND THE 100-200 BLOCKS AKERS ROAD, THERTOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (JAMESTOWN SQUARE, LLC, OWNER; CALEB JONES, REPRESENTATIVE; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Teamann to approve Ordinance Nos. 6651 and 6653, as presented. Second by Deputy Mayor Stevenson.

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

Ordinance 6652 — **ORD 6652 ZONE CHANGE (6000-6400 BLOCKS S. HWY 75 & 100-200 BLOCKS AKERS RD)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 18.903 ACRES, CONTAINED IN

TRACT 4, BEING IN THE JOHN CHRONISTER SURVEY, ABSTRACT 248, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 6000-6400 BLOCKS SOUTH HIGHWAY 75 AND THE 100-200 BLOCKS AKERS ROAD, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (JAMESTOWN SQUARE, LLC, OWNER; CALEB JONES, REPRESENTATIVE; AND KIMLEY-HORN & ASSOCIATES, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. **(DENIED)**

Deputy Mayor Stevenson asked about the definition between MF-15 and MF-30, and said build-to-rent is not what you think of when you think of multi-family.

Mr. Rae explained that the way multi-family is administered is, if there is more than one unit on any given lot. Therefore, if there is a two-acre lot, which is the minimum for MF-15, they would be able to have up to 30 units on the two acres. He discussed the requirements for the multi-family BTR units.

Deputy Mayor Stevenson expressed concern about the requirement for a garage and felt the BTR was an "end run" around the ordinance. He said if they are ever subdivided into separate homes, they won't meet the City's zoning. Mr. Rae said they wouldn't be able to be subdivided into individual lots, unless they met the regulations of that zoning district.

Deputy Mayor Stevenson said once it is built as a BTR, it will remain a BTR. Mr. Rae agreed, saying unless the single-family zoning requirements were changed in the future.

Clint Philpott, Assistant City Manager, said if it was a single-family, they would also need wider curb and gutter, and the water and sewer throughout the development would be public. He felt, under the BTR, those things would be private. The City shouldn't accept those things if the property was later subdivided.

Deputy Mayor Stevenson felt additional clarity was needed on BTR developments and their ownership in the future. Mr. Rae said the staff has discussed requiring BTR developments to request Specific Use Permits from the Council, to tie them down to the site plan. Deputy Mayor Stevenson felt if they did require an SUP for a BTR development, the Council could negotiate with the builders to "future proof" the developments, if the market changes in the future. He added that the BTR concept is new.

Council Member Dobbs agreed, saying he "wasn't real comfortable with the BTR concept."

Mayor Plyler confirmed that the staff could bring something back for Council consideration in November. It would go before the Planning and Zoning Commission in October.

Council Member Teamann asked about tabling this ordinance to reconsider later with the new rules. Ryan Pittman, City Attorney, explained that zoning procedures under State law don't allow the Council to table the request and change the requirements to require Specific Use Permit for BTRs. They would be required to go back through the process. They are asking for a zone change to MF-15, which would be different from a SUP for a BTR.

Mr. Ryan said Ordinance 6651 and 6653 don't relate to the request for a BTR product, and could be approved.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to deny Ordinance No. 6652, as presented, and encourage the applicant to bring the request back at a later date. Second by Council Member Dobbs.

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

Ordinance 6656

ORD 6656
ZONE CHANGE
(1604 S. TRAVIS ST)
(TABLED)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.944 ACRES, BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 BEING PART OF BLOCK "B" OF STAPLE ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1604 SOUTH TRAVIS STREET, HERETOFORE, ZONED AN C-1 (RETAIL BUSINESS) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT CLASSIFICATION, (DAVID ASHLEY, OWNER); LUIS MORAN, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mayor Plyler said he received an email from Amy Hoffman-Shehan in opposition to this request.

Council Member Howeth expressed concern about the rear access to the property. Mr. Rae said a majority of the lots do have rear, alley access, but there are four or five lots that don't have rear access. The developer will have to construct an alley to City standards for their rear access.

Council Member Howeth asked if the developer constructs an alley, does that become the City's responsibility to maintain. Mr. Philpott said the City currently doesn't maintain any alleys in the City. It would be considered "private access" to be maintained by the individual property owners.
ACTION TAKEN.
Motion by Council Member Howeth to deny Ordinance No. 6656, as presented.

Council Member Teamann asked if they planned to rebuild the entire alley, because it is not in good shape now.
Mayor Plyler confirmed that the representative for this project was not in attendance at the meeting.

AMEND MOTION.

Motion by Council Member Howeth to table Ordinance No. 6656, as presented, until a representative is available to answer questions. Second by Deputy Mayor Stevenson.

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

Ordinance 6642 — **ORD 6642 UPDATE ZONING ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), SECTIONS 14.02.010 (R-TH TOWNHOME RESIDENTIAL DISTRICT), 14.06.004 (SITE PLAN REQUIREMENTS); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE R-TH (TOWNHOME RESIDENTIAL) ZONING DISTRICT AND SITE PLAN REQUIREMENTS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ordinance 6643 — **ORD 6643 UPDATE SUBDIVISION ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION); REPEALING EXHIBIT 10A (SUBDIVISION REGULATION); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO PLATS, SUBDIVISIONS OF LAND, CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND OTHER LAND DEVELOPMENT MATTERS PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND OTHER APPLICABLE LAW; PROVIDING FOR CERTAIN DEFINITIONS AND PROCEDURES; PROVIDING REQUIREMENTS AND REGULATIONS FOR THE PREPARATION OF PLATS; PROVIDING FOR ACCEPTANCE OF SUBDIVISIONS AND REQUIREMENTS PRIOR TO ACCEPTANCE OF FINAL PLATS; PROVIDING FOR DESIGN CRITERIA AND CONSTRUCTION STANDARDS; DEFINING RESPONSIBILITY FOR PAYMENT OF COSTS OF PUBLIC INFRASTRUCTURE; SPECIFYING REQUIREMENTS FOR SURVEYING, ENGINEERING AND FINAL ACCEPTANCE OF SUBDIVISION; PROVIDING FOR VARIOUS IMPROVEMENTS FOR ALL SUBDIVISIONS; PROVIDING FOR VARIANCES; EXTENDING REGULATIONS TO THE EXTRATERRITORIAL JURISDICTION OF THE CITY; DELEGATING AUTHORITY OVER ACTION ON CERTAIN TYPES OF PLATS TO THE CITY ENGINEER PURSUANT TO SECTION 212.0065 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING

CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ordinance 6644 — **ORD 6644 BUILDING & ZONING FEE SCHEDULE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, TO MODIFY CERTAIN FEES, FINES AND OTHER CHARGES SET FORTH IN APPENDIX C, COMPREHENSIVE FEE SCHEDULE, INCLUDING BUILDING PERMIT AND INSPECTION FEES, SUBDIVISION FEES AND ZONING FEES; REAUTHORIZING BUILDING PERMIT FEES IN ACCORDANCE WITH SECTION 214.908 OF THE TEXAS LOCAL GOVERNMENT CODE; AMENDING CHAPTER 13 (UTILITIES) OF THE CODE OF ORDINANCES, ARTICLE 13.08 (UTILITY BILLING), SECTIONS 13.08.003, 13.08.005 AND 13.08.006 TO REVISE RATES FOR WATER AND SEWER SERVICES; REVISING DEPOSIT AMOUNTS TO ASSURE PAYMENT; PROVIDING FOR PAYMENT FOR LOST, DAMAGED, OR STOLEN METERS AND METER READING EQUIPMENT; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Ordinance Nos. 6642, 6643, and 6644, as presented. Second by Council Member Howeth.

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

Ordinance 6655 — **ORD 6655 ZONE CHANGE (607 E. KING ST)**

AN ORDINANACE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.069 ACRES, BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963 BEING A REPLAT OF LOTS 2, 3 & 4, IN BLOCK 1 OF W. ELLIOTT'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 607 EAST KING STREET, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, (ROYAL LEGACY HOMES, LLC, OWNER; 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.

Council Member Teamann said he saw the site plan and it appeared that the garage is facing the wrong dimensions. It appears to be "side to side and not front to back," or 18' wide by 9' deep.

Mr. Rae said there are two versions of the site plan, and the garage is 20' by 21' on that one.

ACTION TAKEN.
Motion by Council Member Teamann to approve Ordinance No. 6655, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6657 — **ORD 6657 ZONE CHANGE (2813 S. TRAVIS ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 2.863 ACRES, BEING IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2813 SOUTH TRAVIS STREET, HERETOFORE ZONED AN C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, (J & E CASAS HOMES, LLC, SERIES A, OWNER; JOSE MARTINEZ, REPRESENTATIVES; 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.

Council Member Marroquin said there is a new development and a park nearby.

Mr. Hefton said the staff has been working with the owner to come into compliance. The property has an old motel, that has been used as a long-term multi-family unit. Approving this ordinance will actually help the staff in their ability to regulate the facility and make sure that it's up to code.

ACTION TAKEN.
Motion by Council Member Marroquin to approve Ordinance No. 6657, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6658 — **ORD 6658 ZONE CHANGE (901 S. THROCKMORTON ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.165 ACRES, BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT 963, BEING A REPLAT OF LOTS 1 AND 2, IN BLOCK 18, W. ELLIOTT'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 901 SOUTH THROCKMORTON STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (ROBERTO AND NANCY GARCIA, OWNER; CHRIS NOAH, REPRESENTATIVE; 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.

ACTION TAKEN.
Motion by Council Member Teamann to approve Ordinance No. 6658, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6654 — **ORD 6654 ZONE CHANGE (416 S. ELM ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.341 ACRES, BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 416 SOUTH ELM STREET, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (OSCAR MEDINA, OWNERS; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Ordinance No. 6654, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6650 — **ORD 6650 SUP FOR HOTEL (2708 N. CORNERSTONE DR)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL IN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 2708 NORTH CORNERSTONE DRIVE, CONSISTING OF 2.251 ACRES, BEING IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, BEING LOT 6R, BLOCK 2, REPLAT OF CORNERSTONE ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (RAJ PATEL, OWNER; ADR DESIGNS, LLC, DESIGNER; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Marroquin asked if the hotel was already under construction, and how long it was expected to take to build. A representative said they are currently looking for financing.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6650, as presented. Second by Deputy Mayor Stevenson.

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

Ordinance 6645 — **ORD 6645 SUP FOR CONSTRUCTION OFFICE (2325 N. TRAVIS ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW CONTRACTORS OR CONSTRUCTION OFFICES, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE IN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2325 NORTH TRAVIS STREET, CONSISTING OF 7.849 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (AMERICAN BUILDERS AND CONTRACTORS SUPPLY CO., INC., OWNER; VILBIG AND ASSOCIATES, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6646 — **ORD 6646 ZONE CHANGE (18873 W. HWY 82)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 9.416 ACRES IN THE JAMES M. HAMBRIGHT SURVEY, ABSTRACT 538, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 18873 WEST HIGHWAY 82, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (DAVID CATCHING, OWNER; KEITH BARCLIFT, REPRESENTATIVE; 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.

Ordinance 6647 — **ORD 6647 SUP FOR CONSTRUCTION OFFICE (18873 W. HWY 82)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW CONTRACTORS OR CONSTRUCTION OFFICES, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 18873 WEST HIGHWAY 82, CONSISTING OF 9.416 ACRES IN THE JAMES M. HAMBRIGHT SURVEY, ABSTRACT 538, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (DAVID CATCHING, OWNER; KEITH BARCLIFT, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A

PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Teamann to approve Ordinance Nos. 6645, 6646, and 6647, as presented. Second by Council Member Dobbs.

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

Ordinance 6648

ORD 6648
SUP FOR HOOKAH BAR (2201 TEXOMA PKWY) (TABLED)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW HOOKAH BAR, SMOKING LOUNGE, SMOKE SHOP, OR VAPE SHOP IN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2201 TEXOMA PARWKAY, CONSISTING OF 0.382 ACRES IN THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808, BEING LOT 6, BLOCK 9, HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (TEXOMA PARKWAY, SALMAN MAJOHIA, OWNER; DINESH SOOK TENANT; AND HELVEY-WAGNER SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6649

ORD 6649
SUP FOR VAPE SHOP (738 E. HWY 82) (TABLED)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A VAPE SHOP IN THE C-1 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 738 EAST HIGHWAY 82, CONSISTING OF 1.830 ACRES, BEING LOTS 1 & 2, BLOCK 1, 82-75 ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (W DOUGLASS DISTRIBUTING, LTD, OWNER; SAMIR BHIMANI, TENANT; DAVID WEAVER, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Deputy Mayor Stevenson said there are a lot of vape shops, but you're allowed to make money, as long as it's legal. "We are a free market society and you're allowed to invest your money legally, maybe not wisely, anyway you want too." He said he didn't necessarily have a problem, and there is an economic incentive to "bunching" like businesses close together.

He did ask what is the City's legal standing and vested interest in saying there's too much of a specific type of business in the same area.

Mr. Pittman said it was up to the City Council to decide whether this request for a Specific Use Permit in this location is compatible with the neighborhood and the surrounding uses. However, there is nothing in the zoning ordinance that addresses whether or not there are too many of the same kind of businesses in a given location.

He added that, if the City's ordinance said one such shop couldn't be within 300 feet of another, it would be prohibited. But that's not what the ordinance says. That would be a land use decision, like the other decisions made by the Council.

Mr. Pittman explained that the request being made is for a SUP. The Council could direct the staff to come back with an ordinance for review, that dealt with separation of vape shops, or any other type of businesses.

Mayor Plyler said with the new pad sites at the old Sher-Den Mall area and the other new businesses on Texoma Parkway, the Council needs to consider what they want Texoma Parkway to look like.

Council Member Dobbs said the locations for both vape shops are two key intersections in Sherman. He felt more vision was needed for those areas.

Council Member Marroquin felt that there were already plenty of vape shops in Sherman.

Deputy Mayor Stevenson felt there was a larger issue that the Council needs to look at, including density and what is allowed where with a SUP.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to table Ordinance Nos. 6648 and 6649, as presented. Second by Council Member Teamann.

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

RES 7155
AMEND 2022-2023
BUDGET

RESOLUTION NO. 7155 - AMENDING THE 2022-2023 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2022-2023 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023.

Ms. Lawrence said this was the annual budget amendment. She outlined major items that contributed to the budget amendment. The total affect was to increase revenue by $4.4 million, across all funds, and expenditures by about $6.5 million.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7155, as presented. Second by Council Member Teamann.

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

RES 7156
BEL AIR VILLAGE
SPECIAL ASSESSMENT
REVENUE BONDS

RESOLUTION NO. 7156 - AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM (PLOM) FOR THE CITY OF SHERMAN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT) AND THE CITY OF SHERMAN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT PHASE #2 PROJECT); AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO

A RESOLUTION OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE CITY OF SHERMAN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT PHASE #1 PROJECT) AND THE CITY OF SHERMAN, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT PHASE #2 PROJECT); AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERTO.

Mr. Hefton said this resolution would allow the developer of Bel Air Village to move forward for the issuance of a series of two bonds, secured only by the revenues derived from the Bel Air PID.

The single-family development is being done in two phases. The first phase is already nearly complete. All the infrastructure is in and 80% of the lots are sold. Most of the lots have houses under construction.

Phase 2 is the second piece of the single-family residential, just over 600 lots. This phase is also under a PID. The assessment revenue from each phase would be used as the security for issuing these bonds.

This is the City's first Public Improvement District, and there are no PID bonds outstanding. The bonds would be issued in the City's name, but would be secured only by the PID revenues. The bond documents specifically state that no other City revenues would be used to pay for the bond note.

Mr. Hefton said the risk that the City could run is that, although there is no legal requirement for the City to repay the debt, if the situation arose where there wasn't enough PID revenue to repay the bonds, that the City might be "strongly encouraged" by the City's financial rating agency to repay them, as a "moral obligation."

He said the PID assessments work just like property taxes, and if a citizen doesn't pay their property taxes, their property can be foreclosed on. Same thing with the PID revenues. If they aren't paid, the property can also be foreclosed on. Therefore, the risk that there won't be enough revenue to repay the bonds is very low.

In an effort to lower the risk to the City even more, the developer has agreed to consider what is proposed in this resolution, which is to issue the bonds for Phase 1, which is already nearly complete, and wait on the Phase 2 bonds, until those components are met where 65% of the lots are sold and the infrastructure is in place.

Mr. Hefton said this agenda item does not authorize the issuance of bonds, it is a "go ahead" for the developer to take the next steps and put the package together.

Council Member Teamann would like to base it on the value of property "on the ground" and not "lots sold," to cover the debt service. He also suggested removing Phase 2 from the resolution altogether and considering only Phase 1 at this time. Then bringing Phase 2 back at a later date.

Mr. Hefton said the bonds for Phase 2 can't be issued until the values are sufficient anyway.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 7156, with the condition that Phase 2, would not be approved unless the values of Phase 1 and Phase 2 are sufficient to pay any bond payments that would be associated with Phase 2. Second by Deputy Mayor Stevenson.

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

RES 7157 PURCHASE OF SOUTHGATE APARTMENTS

<u>RESOLUTION NO. 7157 - AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH AB SHERMAN HOLDING COMPANY LLC FOR THE PURCHASE OF APPROXIMATELY 1.64 ACRES OF LAND GENERALLY LOCATED EAST OF SOUTH TRAVIS STREET AND SOUTH OF WASHINGTON ELEMENTARY SCHOOL IN THE CITY OF SHERMAN, TEXAS</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH AB SHERMAN HOLDING COMPANY LLC FOR THE PURCHASE OF APPROXIMATELY 1.64 ACRES OF LAND, GENERALLY LOCATED EAST OF SOUTH TRAVIS STREET AND SOUTH OF WASHINGTON ELEMENTARY SCHOOL IN THE CITY OF SHERMAN, TEXAS.

Nate Strauch, Community and Support Services Manager, said two years ago the City started trying to contact the owners of Southgate Apartments, which at the time was Apex.

They were not able to contact them and the apartments deteriorated over the next two years, and were no longer occupied.

There was a fire on the property and then it was sold to AB Sherman Holdings.

The City sued AB Sherman Holdings in Municipal Court and received an order for demolition. The owners were planning to appeal that decision, but the City met with them and came to terms on an agreement for the City to take ownership of the property and demolish the structures.

Mr. Pittman added that part of this agenda item, and the closing of this purchase and sale agreement, would include a settlement of the claims against the owner and the property, that is mutual among both parties, thereby settling out the litigation that is ongoing today.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7157, as presented. Second by Deputy Mayor Stevenson.

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

RES 7158
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

RESOLUTION NO. 7158 - DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS CONSISTING OF TWO TRACTS OF LAND COMPRISING +/- 1.427 ACRES (PERMANENT WATER EASEMENT) AND +/- 1.695 ACRES, RESPECTIVELY, FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY TED HOLDINGS, LTD., RECORDED IN VOLUME 3369, PAGE 31 OF THE DEED RECORDS OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JAMES L. ATCHISON SURVEY, ABSTRACT NO. 21, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND

MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 1.427 ACRES (PERMANENT WATER EASEMENT) AND A +/- 1.695 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY TED HOLDINGS, LTD., RECORDED IN VOLUME 3369, PAGE 31 OF THE DEED RECORDS OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JAMES L. ATCHISON SURVEY, ABSTRACT NO. 21, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Philpott said there are four resolutions that concern eminent domain proceedings for the 36" West Sherman Water Main Project. Due to the construction schedule, the City must go ahead and request permission to proceed with the eminent domain process.

The staff is actively working with all four of the owners or their attorneys, and hope to reach agreements. However, the timeline is not "lining up with the schedule" and the process must be started.

The hope is to reach an agreement and not go to Commissioner's Court, but the paths need to be continued at the same time, in order to stay on schedule with construction of the pipeline.

No citizens appeared before the City Council to discuss Resolution No. 7158.

ACTION TAKEN.

Motion by Council Member Teamann that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 1.427 acres and +- 1.695 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, as presented. Second by Council Member Howeth.

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

RES 7159
36" WEST SHERMAN WATER MAIN EMINENT DOMAIN

RESOLUTION NO. 7159 - DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND

MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS CONSISTING OF TWO TRACTS OF LAND COMPRISING +/- 0.8388 (PERMANENT WATER EASEMENT) AND +/- 0.9256 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY KELSON COMMERCIAL PROPERTIES, LLC, SERIES 4613 N. FM 1417 RECORDED UNDER DOCUMENT NUMBER 201800026414 THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JAMES L. ATCHISON SURVEY, ABSTRACT NO. 21, AND THE BENJAMIN J. HUTSON SURVEY, ABSTRACT NO. 496, CITY OF SHERMAN, ETJ, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 0.8388 ACRES (PERMANENT WATER EASEMENT) AND A +/- 0.9256 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY KELSON COMMERCIAL PROPERTIES, LLC, SERIES 4613 N. FM 1417 RECORDED UNDER DOCUMENT NUMBER 201800026414 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JAMES L. ATCHISON SURVEY, ABSTRACT NO. 21, AND THE BENJAMIN J. HUTSON SURVEY, ABSTRACT NO. 496, CITY OF SHERMAN, ETJ, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

No citizens appeared before the City Council to discuss Resolution No. 7159.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 0.8388 acres and +- 0.9256 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, as presented. Second by Council Member Dobbs.

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

RES 7160
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

RESOLUTION NO. 7160 - DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS CONSISTING OF TWO TRACTS OF LAND COMPRISING +/- 2.711 ACRES (PERMANENT WATER EASEMENT) AND +/- 3.127 ACRES, RESPECTIVELY, FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY MUNSON REALTY COMPANY, RECORDED IN VOLUME 925, PAGE 261 OF THE DEED OF RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 2.711 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.127 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY MUNSON REALTY COMPANY, RECORDED IN VOLUME 925, PAGE 261 OF THE DEED OF RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JOSEPH DEAVER SURVEY, ABSTRACT NO. 359, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE

PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

No citizens appeared before the City Council to discuss Resolution No. 7160.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 2.711 acres and +- 3.127 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, as presented. Second by Council Member Howeth.

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

RES 7161
36" WEST SHERMAN WATER MAIN EMINENT DOMAIN

RESOLUTION NO. 7161 - DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS CONSISTING OF TWO TRACTS OF LAND COMPRISING +/- 3.406 ACRES (PERMANENT WATER EASEMENT) AND +/- 3.650 ACRES, RESPECTIVELY, FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY ALAKAI LAND & CATTLE COMPANY, LTD., RECORDED UNDER DOCUMENT NUMBER 202000021248 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE HENRY BROWN SURVEY, ABSTRACT NO. 86, AND LIONEL G. BURNS SURVEY, ABSTRACT NO. 87, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMENENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST

FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 3.406 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.650 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY ALAKAI LAND & CATTLE COMPANY, LTD., RECORDED UNDER DOCUMENT NUMBER 20200021248 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE HENRY BROWN SURVEY, ABSTRACT NO. 86, AND LIONEL G. BURNS SURVEY, ABSTRACT NO. 87, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

No citizens appeared before the City Council to discuss Resolution No. 7161.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 3.406 acres and +- 3.650 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, as presented. Second by Council Member Dobbs.

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

RES 7162 SHEPHERD DRIVE NTMWD WATER LINE CROSSING

<u>RESOLUTION NO. 7162 - AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE SHEPHERD DRIVE - NTMWD WATER LINE CROSSING</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE SHEPHERD DRIVE - NTMWD WATERLINE CROSSING.

Wayne Lee, Director of Engineering, said this contract with Kimley-Horn, is for the engineering and design plan to replace approximately 150' of the North Texas Municipal Water District's 72" water line.

During the design of Shepherd Drive, NTMWD and the City expressed concern that the old water line might rupture. There had already been several leaks in the line. Since the road would be new, they didn't want to have to tear it up to replace a water line break. They discussed the most cost effective and economical way to protect the line and it was determined the best thing to do was to replace 150' of the water line.

ACTION TAKEN.
Motion by Council Member Howeth to approve Resolution No. 7162, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7163 - APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH KIEWIT WATER FACILITIES SOUTH CO. FOR THE WASTEWATER TREATMENT PLANT SOUTH - MBR, CMAR

RES 7163 WWTP SOUTH MBR, CMAR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH KIEWIT WATER FACILITIES SOUTH CO. FOR THE WASTEWATER TREATMENT PLANT SOUTH MBR, CONSTRUCTION MANAGER AT RISK (CMAR).

Tom Pruitt, Utility Engineer, said one proposal was received for the Wastewater Treatment Plant South Membrane Biological Reactor, Construction Manager at Risk Project. The contract with Kiewit Water Facilities South Company, is for $1,950,000, and for Plumber and Associates for $915,000, for pre-procurement materials, making the total $2,865,000.

The project will be funded through the Greater Texoma Utility Authority's Open Market Bond proceeds.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7163, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7164 - AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE 36" RAPID MIX REHAB FOR THE WATER TREATMENT PLANT

RES 7164 WTP 36" RAPID MIX REHAB

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE 36" RAPID MIX REHAB FOR THE WATER TREATMENT PLANT.

Jim Cross, Water Systems Manager, explained that this project is part of the ongoing rehabilitation at the Water Treatment Plant. This part is the beginning of the treatment process for the Plant,

and the existing piping components have eroded from years of chemical feed and general operation.

This request is for the replacement of five 36" pipe sections, one control valve, and one flow meter. The 18" piping will be replaced in a future project.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7164, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7165
SALARY & INCENTIVE PAY FOR POLICE & FIRE

RESOLUTION NO. 7165 - REPEALING AND REPLACING RESOLUTION NO. 7044; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7044; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.
CONSENT AGENDA.

RES 7166
WWTP ELECTRICAL DISTRIBUTION & GENERATOR (BID PKG #3)

RESOLUTION NO. 7166 - APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE #3 TO ELLIOT ELECTRIC SUPPLY FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL DISTRIBUTION & GENERATOR
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE BID PACKAGE #3 TO ELLIOT ELECTRIC SUPPLY FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL DISTRIBUTION & GENERATOR.
CONSENT AGENDA.

RES 7167
WWTP ELECTRICAL DISTRIBUTION & GENERATOR (BID PKG #2)

RESOLUTION NO. 7167 - APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE #2 TO ELLIOT ELECTRIC SUPPLY WASTEWATER TREATMENT PLANT ELECTRICAL DISTRIBUTION & GENERATOR
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE BID PACKAGE #2 TO ELLIOT ELECTRIC SUPPLY FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL DISTRIBUTION & GENERATOR.
CONSENT AGENDA.

RES 7168
WWTP ELECTRICAL DISTRIBUTION & GENERATOR

RESOLUTION NO. 7168 - APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE #1 TO ALTERMAN ELECTRIC FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL DISTRIBUTION & GENERATOR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE BID PACKAGE #1 TO ALTERMAN ELECTRIC FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL DISTRIBUTION & GENERATOR.
CONSENT AGENDA.

(BID PKG #1)

RESOLUTION NO. 7169 - APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE 2 METERS AND GAUGES TO VECTOR CONTROLS, LLC FOR THE WATER TREATMENT PLANT - EDR REHABILITATION
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE BID PACKAGE 2 METER AND GAUGES TO VECTOR CONTROLS, LLC FOR THE WATER TREATMENT PLANT - EDR REHABILITATION.
CONSENT AGENDA.

RES 7169
WTP - EDR REHAB

RESOLUTION NO. 7170 - AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYNAGRO OF TEXAS - CDR, INC., BASED ON AN INVITATION TO BID, FOR THE WTP SLUDGE REMOVAL PROJECT 2023
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYNAGRO OF TEXAS-CDR, INC., BASED ON AN INVITATION TO BID FOR THE WTP SLUDGE REMOVAL PROJECT 2023.
CONSENT AGENDA.

RES 7170
WTP - SLUDGE REMOVAL PROJECT

RESOLUTION NO. 7171 - APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO THE SOLICITATION SET ONE (SS#1) TO GARNEY COMPANIES, INC. FOR BID PACKAGE 1.01 FOR VERTICAL TURBINE PUMPS AND BID PACKAGE 1.02 FOR ELECTRICAL EQUIPMENT FOR THE WATER TREATMENT PLANT CONCENTRATE DISCHARGE SYSTEM PROJECT
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE SOLICITATION SET ONE (SS#1) TO GARNEY COMPANIES, INC. FOR BID PACKAGE 1.01 FOR VERTICAL TURBINE PUMPS AND BID PACKAGE 1.02 FOR ELECTRICAL EQUIPMENT FOR THE WATER TREATMENT PLANT CONCENTRATE DISCHARGE SYSTEM PROJECT.
CONSENT AGENDA.

RES 7171
WTP - CONCENTRATE DISCHARGE SYSTEM PROJECT

OTHER BUSINESS

RECEIVE SEMI-ANNUAL REPORT ON THE SHERMAN CULTURAL DISTRICT

SHERMAN CULTURAL DISTRICT UPDATE

Cary Wacker, Representative for the Sherman Cultural District and Former Mayor, presented the Semi-Annual Report on the entity. Last year they received a Texas Commission on the Arts grant, which was used to fund advertising for the Sherman Jazz Classic, a weekend line-up of music with top community jazz bands, guest artists, and ensembles.

This year the Sherman Cultural District has again received the 2024 TAC grant, which will be used to fund a vinyl mural series on Travis

Street to honor African American business and arts heritage in Sherman.

Placement of the mural, on the west wall of the Travis Street Mall, is especially significant because it's around the corner from the historic Black Business District on Mulberry Street, that thrived until it was destroyed in the 1930 race riot. It will also feature African American artists who passed through Sherman in the 1960s and 1970s.

Ms. Wacker said they will provide a Five-Year Strategic Plan Update, because they have reached the end of the original five-year plan. The plan will cover Downtown Sherman and the Cultural District.

Mr. Hefton confirmed that the Sherman Cultural District had actually been awarded the TAC grant for 2024.

REPLAT OF COLONIAL VIRGINIA ADDITION, LOTS 1 THRU 9, BLOCK A, CONSISTING OF 0.944 ACRES, BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 BEING PART OF BLOCK "B" OF STAPLES ADDITION, AND IS CURRENTLY ZONED R-TH (TOWNHOME RESIDENTIAL) DISTRICT; DAVID ASHLEY (OWNER), LUIS MORAN (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) (1604 SOUTH TRAVIS STREET)

APPROVE REPLAT COLONIAL VIRGINIA ADDITION (1604 S. TRAVIS ST) (DENIED)

Mr. Rae said this item was related to Item D-16 that was tabled earlier in the meeting. Since that item was tabled, he said staff would recommend that this item be denied.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to deny the Replat of Colonial Virginia Addition, located at 1604 South Travis Street, as presented. Second by Council Member Dobbs.

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

REPLAT OF 901 S. THROCKMORTON ADDITION, CONSISTING OF 0.165 ACRES, BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT 963, BEING A REPLAT OF LOTS 1 AND 2, IN BLOCK 18, W. ELLIOTT'S ADDITION AND IS CURRENTLY ZONED R-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; ROBERTO AND NANCY GARCIA (OWNER), CHRIS NOAH (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) (901 SOUTH THROCKMORTON STREET)

APPROVE REPLAT 901 S. THROCKMORTON ADDITION (901 S. THROCKMORTON ST)

Mr. Rae said this item was related to Item D-18 which was approved. Staff recommends that this item also be approved.

ACTION TAKEN.

Motion by Council Member Teamann to approve the Replat of 901 S. Throckmorton Addition, located at 901 South Throckmorton Street, as presented. Second by Council Member Dobbs.

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

APPROVE FINAL PLAT 607 EAST KING ADDITION (607 E. KING ST)

FINAL PLAT OF 607 EAST KING ADDITION, CONSISTING OF 0.626 ACRES, BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963 BEING A REPLAT OF LOTS 2, 3 & 4, IN BLOCK 1 OF W. ELLIOTT'S ADDITION AND CURRENTLY ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; ROYAL LEGACY HOMES, LLC (OWNER) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) (607 EAST KING STREET)

Mr. Rae said this item was related to Item D-15 which was approved. Staff recommends that this item also be approved.

ACTION TAKEN.

Motion by Council Member Howeth to approve the Final Plat of 607 East King Addition, located at 607 East King Street, as presented. Second by Council Member Teamann.

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

APPROVE REPLAT ATSAR STORAGE ADDITION (920 S. FM 1417)

REPLAT OF ATSAR STORAGE ADDITION, CONSISTING OF 3.726 ACRES, BEING IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, BEING ALL OF LOT 3-R, BLOCK 1, OF THE REPLAT OF LOTS 2 AND 3, BLOCK 1, CHIEF'S ADDITION, AND IS CURRENTLY LOCATED IN THE C-1 (RETAIL BUSINESS) DISTRICT; LIGHTHOUSE FOR KIDS, LLC (OWNER) AND HELVEY WAGNER SURVEYING (SURVEYOR) (920 SOUTH FM 1417 (HERITAGE PARKWAY))

The City Council approved the Replat of Atsar Storage Addition, a 3.726 acre tract, located at 920 South FM 1417. The property is currently located in the C-1 (Retail Business) District and the owner would like to plat the property into two lots for residential development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

APPROVE FINAL PLAT CROSSROADS - SPRINGHILL ADDITION (301 BLOCK W. TRAVIS ST)

FINAL PLAT OF CROSSROADS - SPRINGHILL ADDITION, LOTS 1 & 2, BLOCK 1, CONSISTING OF 5.464 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, BEING A PORTION OF A 44.83 ACRE TRACT OF LAND IN THE BLALOCK INDUSTRIAL PARK/BLALOCK COMMERCIAL OVERLAY DISTRICT/PLANNED DEVELOPMENT DISTRICT); JEFF HARKINSON (OWNER), JIM RILEY (REPRESENTATIVE), TEKMAK DEVELOPMENT COMPANY (DEVELOPER), BROCKETTE/DAVIS/DRAKE, INC. (ENGINEERS) (301 BLOCK WEST TRAVIS STREET)

The City Council approved the Final Plat of Crossroads-Springhill Addition, a 5.464 acre tract, located in the 301 block of West Travis Street. The property is a portion of a 44.83 acre tract in the Blalock Industrial Park/Blalock Commercial Overlay District/Planned

Development District. The owner would like to plat the property into two lots for commercial development.

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

APPROVE FINAL PLAT WESTMOOR, PHASE 2 (2000-2300 BLOCKS W. CENTER ST)

FINAL PLAT OF WESTMOOR, PHASE 2, CONSISTING OF 30.734 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT 625, BEING A PORTION OF A 67.25 ACRE TRACT OF LAND AND CURRENTLY ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; MERITAGE HOMES OF TEXAS, LLC (OWNER), FRANK SU (REPRESENTATIVE) AND KIMLEY-HORN AND ASSOCIATES (ENGINEER/SURVEYOR) (2000-2300 BLOCKS WEST CENTER STREET)

The City Council approved the Final Plat of Westmoor, Phase 2, a 30.734 acre tract, located in the 2000 to 2300 blocks of West Center Street. The property is currently zoned R-6 (Single Family Residential) District, and the owner would like to plat the property into 103 lots for residential development.

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

APPROVE FINAL PLAT PAYETTE ADDITION (3786 GIBBONS RD)

FINAL PLAT OF PAYETTE ADDITION, CONSISTING OF 10.732 ACRES IN THE GEORGE W. LAVALLA SURVEY, ABSTRACT NO. 722, LOCATED IN THE ETJ (EXTRA TERRITORIAL JURISDICTION); JAMES AND VICKI FRANCIS (OWNER), DONNIT PAYETTE, DREAM BUILDERS (DEVELOPER) AND COX LAND SURVEYING (SURVEYOR) (3786 GIBBONS ROAD)

The City Council approved the Final Plat of the Payette Addition, a 10.732 acre tract, located at 3786 Gibbons Road, in the City's Extra Territorial Jurisdiction. The property owner would like to plat the property into two lots for residential development.

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

APPROVE FINAL PLAT 449 S. FARMINGTON ADDITION (449 S. FARMINGTON RD)

FINAL PLAT OF 449 S. FARMINGTON ADDITION, CONSISTING OF 5.255 ACRES, BEING IN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, AND IS CURRENTLY LOCATED IN THE ETJ (EXTRA TERRITORIAL JURISDICTION); JOHN DAVID GRIFFIN (OWNER) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) (449 SOUTH FARMINGTON ROAD)

The City Council approved the Final Plat of 449 S. Farmington Addition, a 5.255 acre tract, located at 449 South Farmington Road, in the City's Extra Territorial Jurisdiction. The property owner would like to plat the property into one lot for residential development.

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

COUNCIL COMMENTS

SHERMAN ARTS FEST — **SHERMAN ARTS FEST**

Council Member Howeth thanked the staff that participated in Arts Fest and said there seemed to be more people there than usual.

SHERMAN CULTURAL DISTRICT — **SHERMAN CULTURAL DISTRICT**

Council Member Holland thanked the Sherman Cultural District for the work they're doing. He thanked them for putting the murals up and acknowledging the Black District that existed in Sherman in the past.

COUNCIL ROOM AIR CONDITIONING — **COUNCIL ROOM AIR CONDITIONING**

Council Member Dobbs mentioned the faulty air conditioning system for tonight's meeting.

HISPANIC HERITAGE FESTIVAL — **HISPANIC HERITAGE FESTIVAL**

Council Member Marroquin thanked the Council for participating with the Hispanic Heritage Festival.

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

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

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

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

The Executive Session was not needed.

ADJOURNMENT **ADJOURNMENT**
On Motion duly made and carried, the meeting adjourned at 6:58 p.m.

MAYOR

CITY CLERK

Item D.8.

Rae, Rob

From:	David M Stagner <stagner@stagnerlaw.com>
Sent:	Thursday, September 14, 2023 12:27 PM
To:	Rae, Rob
Cc:	Turner, Kerri; Ryan Pittman; Mary Omundson
Subject:	Zoning Ordinance for Special Use Permit for Tobacco and Vape store, Texoma Parkway

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

Rob,

To refresh your memory, I appeared before the City's Planning and Zoning Commission recently concerning a proposal for a Specific Use Permit for a Tobacco and Vape Store, next to an existing similar establishment and across the street from La Mesa Mexican Resturant and Cellerman's. The P&Z Commission voted for a one year Specific Use Permit limited to the named Tennant of the proposed store, as I recall.

During my discussions with Ryan Pittman, the City Attorney, I was making inquiries about the feasibility and desireability of an ordinance that would regulate these type businesses with certain restrictions, including but not limited to geographical restrictions. I found a similar ordinance enacted by the City of New Boston, and supplied it to Mr. Pittman. On September 6th, Mr Pittman advised that he had forwarded the same to you for consideration, as Sherman's head of development.

The enabling ordinance for the subject specific use permit, is scheduled to be considered by the City Counsil at a regularly scheduled meeting on Monday, September 18, 2023. Of course, the owners or managers of La Mesa, Cellerman's and Texoma Tobacco and Vape plan on speaking at the council meeting.

It goes without me saying further, that it is not in the citizen's best interest to have a proliferation of these kind of stores in a particular geographical area, and should be regulated like liquor stores or sexual type business as are defined in current City ordinances. It is also a given that the ultimate policy makers rely heavily on your expertise in matters of City planning.

In my presentation to the Council on Monday, I would like to be completely transparent and tell them that you and I have been in communication and advise them of you ideas about the consideration of an ordinance along the lines that I have described.

I don't know if this kind of ordinance has been considered or if it is under review or consideration since it has been brought to your attention by the City Attorney, or before. I simply want to advise the Council what is your reaction to the idea of such an ordinance, understanding that a study and consideration has not yet been made, unless you have already evaluated the idea. Please give me your initial thoughts so I can correctly advise the Council of our communication.

I am certainly not interested in misrepresenting your response to this missive, whatever it is. Maybe you have considered such an ordinance and do not anticipate any further evaluation, or that you think such an ordinance is worthy of further study and consideration, or that such an ordinance, on its face, makes sense. Whatever your response is to this email is, I want to represent your initial evaluation truthfully without editorial comment on my behalf.

Honestly, I am not aware of how you, as the City's chief urban planner communicate your ideas to the Council, but I know that the Council members rely heavily on your advice and counsel as does the P&Z. I would appreciate if you could

reply to this request before noon on Monday. It will not be helpful to anyone if I advise the Council that I have communicated with you, and haven't had the benefit of your input.

Thank you, in advance for your consideration of this request, with my appreciation for the fine planning that you spearhead for our vibrant and growing city.

David M. Stagner
David M. Stagner, P.C.
108 N. Travis Street
Sherman, Texas 75091
Tel: (903) 892-1048
stagner@stagnerlaw.com

PROPOSED ORDNANCE 6648 SHOULD NOT BE ENACTED

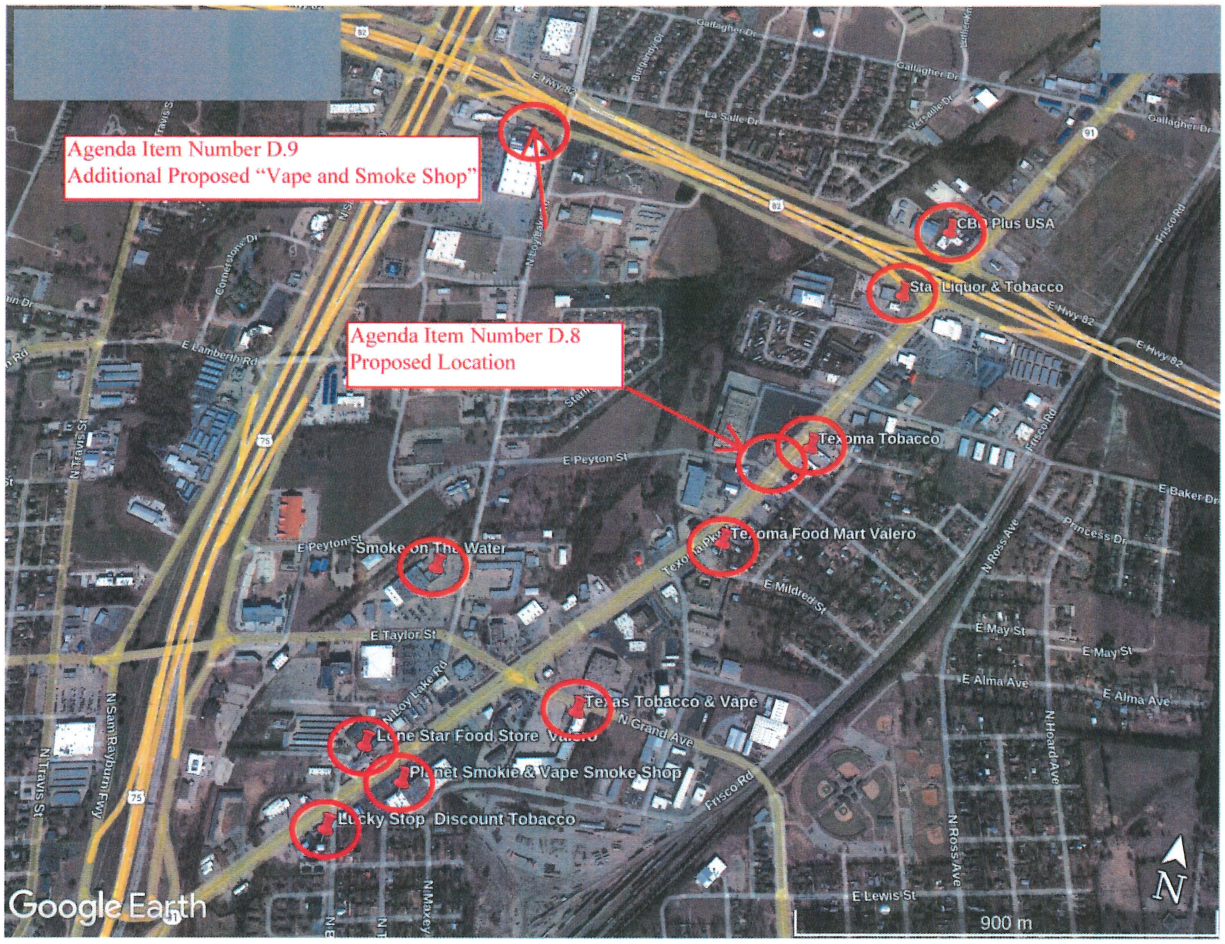
Ordnance 6648 is not in the best interest of the city or the geographical area that would be affected.



Proposed Location

- Former Location of Payless Shoes
- Ordinance 6648 seeks to allow a Specific Permitted Use of a Hookah Bar, Smoking Lounge, Smoke Shop or Vape Shop
- SUP is detrimental to the adjacent properties or to the city as a whole.

Tobacco/Vape Shops On or Near Texoma Parkway



Distance from Texoma Tobacco
(distance in feet)

1,039 -	Texoma Food Mart Valero
1,537 -	Star Liquor& Tobacco
2,211 -	CBD Plus USA
2,700 -	Texas Tobacco & Vape
2,995 -	Smoke on The Water
3,971 -	Planet Smokie & Vape Shop
4,569 -	Lucky Stop Discount Tobacco

§ 14.06.009(a)(1)

(1) General standards.

(A) The city council and the planning and zoning commission, in considering any request for specific use permit, shall only approve such request **after they have determined that the use or uses allowed will not be detrimental to the adjacent properties or to the city as a whole.**

§ 14.06.009(a)(2)

(2) SUP criteria. An SUP may be granted only if the planning and zoning commission and the city council finds that:

(A) **The requested SUP is not contrary to the public interest**; and

. . .

(D) The requested SUP does not violate the intent of the comprehensive plan; and

(E) The requested SUP would not cause injury to or restrict development on any other parcel of land.

Texoma Tobacco
Before and After
$1 Million Renovation





Opposition of La Mesa Restaurant

Rob Rae
Acting Secretary, Planning & Zoning Commission

Absolutely not. Smoke/Vape Shops will deter legitimate businesses, reducing demand, reducing rents and resulting in tenants like check-cashing, Sexual novelties, etc
This is all over Henderson County. No Thanks!

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

PO Box 1106 / Sherman, TX 75091-1106 / 903-892-7229 (Phone) / www.ci.sherman.tx.us

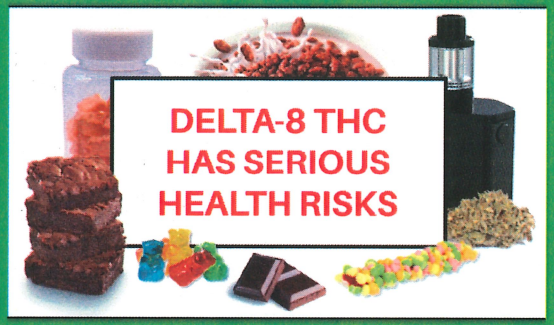
2124 Terrace Pkwy.

"Delta 8"



FDA Warning on 9/14/2021

5 Things to Know about Delta-8 Tetrahydrocannabinol – Delta-8 THC



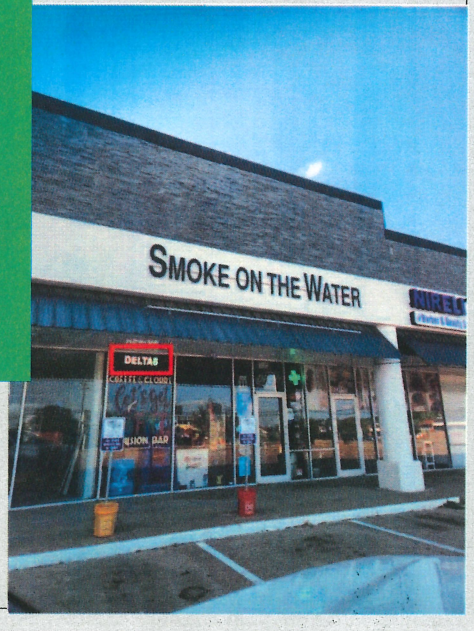
1. Delta-8 THC products have not been evaluated or approved by the FDA for safe use and may be marketed in ways that put the public health at risk.

2. The FDA has received adverse event reports involving delta-8 THC-containing products.

3. Delta-8 THC has psychoactive and intoxicating effects.

4. Delta-8 THC products often involve use of potentially harmful chemicals to create the concentrations of delta-8 THC claimed in the marketplace.

5. Delta-8 THC products should be kept out of the reach of children and pets.



Solution

- Proposed Ordnance 6648 should not be enacted
- It is in the City's best interest to adopt a comprehensive ordinance in the sprit of the ordinances that regulate liquor stores and sexually oriented businesses with geographical limitations and other requirements that have been adopted by many comparable Texas municipalities.

STATE OF TEXAS §

October 2, 2023

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 2, 2023.

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

MEMBERS ABSENT: **COUNCIL MEMBER HOLLAND.**

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 Juston Dobbs.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of September 5, 2023. Council Member Teamann moved to approve the Minutes, as presented; Second by Deputy Mayor Stevenson; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZENS 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. Council Member Howeth moved to approve the Consent Agenda, as presented. Second by Deputy Mayor Stevenson. All present voted AYE.

RESOLUTION NO. 7172 -- DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS CONSISTING OF FOUR TRACTS OF LAND COMPRISING +/- 0.567 ACRES AND +/- 0.050 ACRE (PERMANENT WATER EASEMENTS) AND +/- 0.738 ACRES AND +/- 0.055 ACRES (TEMPORARY CONSTRUCTION EASEMENTS), RESPECTIVELY, OWNED BY REGINALD B. SMITH, SR., RECORDED UNDER DOCUMENT NO. 201800007027 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECSSARY BY THE CITY MANAGER OR HIS

RES 7172
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF FOUR TRACTS OF LAND COMPRISING OF +/- 0.567 ACRES AND +/- 0.050 ACRES (PERMANENT WATER EASEMENTS) AND +/- 0.738 ACRES AND +/- 0.055 ACRES (TEMPORARY CONSTRUCTION EASEMENTS) RESPECTIVELY, OWNED BY REGINALD B. SMITH, SR., RECORDED IN UNDER DOCUMENT NO. 201800007027 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Clint Philpott, Assistant City Manager, said Resolution Nos. 7172 and 7173 are two additional parcels that they haven't been able to resolve acquiring the water line easements. So far, they've only had to set hearings for two parcels. The others have been negotiated through the process.

This would grant permission to move through the condemnation process if needed, but they still hope to negotiate an agreement.

No citizens appeared before the City Council to discuss Resolution No. 7172.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson that the City Council of the City of Sherman authorize the use of the power of eminent

domain to acquire four tracts of land comprising +/- 0.567, +/- 0.050, +/- 0.738 and +/- 0.055 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easements, as presented. Second by Council Member Howeth.

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

RES 7173
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

RESOLUTION NO. 7173 -- DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS CONSISTING OF TWO TRACTS OF LAND COMPRISING +/- 2.180 ACRES (PERMANENT WATER EASEMENT) AND +/- 2.422 ACRES (TEMPORARY CONSTRUCTION EASEMENT), RESPECTIVELY, OWNED BY REGINALD B. SMITH AND WIFE, SHERILYN SMITH, RECORDED IN VOLUME 1147, PAGE 682 OF THE DEED RECORDS OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 2.180 ACRES (PERMANENT WATER EASEMENT) AND A +/- 2.422 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY REGINALD B. SMITH AND WIFE SHERILYN SMITH, RECORDED IN VOLUME 1147, PAGE 682 OF THE DEED RECORDS OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY

EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Philpott said this is for the same project, but is adjacent property to the first resolution.

No citizens appeared before the City Council to discuss Resolution No. 7173.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 2.180 acres and +- 2.422 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, as presented. Second by Council Member Howeth.

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

RES 7174
JANITORIAL SERVICE

RESOLUTION NO. 7174 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ENTRUST ONE FACILITY SERVICE, INC. FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ENTRUST ONE FACILITY SERVICES, INC FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES.

CONSENT AGENDA.

RES 7175
POLICE EQUIPMENT

RESOLUTION NO. 7175 -- AUTHORIZING THE PURCHASE OF OPTICS, RIFLES AND SUPPRESSORS FOR THE SHERMAN POLICE DEPARTMENT FROM LOYAL 9 MANUFACTURING THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF OPTICS, RIFLES AND SUPPRESSORS FOR THE SHERMAN POLICE DEPARTMENT FROM LOYAL 9 MANUFACTURING THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7176
MINI EXCAVATOR PURCHASE

RESOLUTION NO. 7176 -- AUTHORIZING THE PURCHASE OF A NEW KUBOTA MINI EXCAVATOR FROM ZIMMERER KUBOTA & EQUIPMENT, INC. THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KUBOTA MINI EXCAVATOR FROM ZIMMERER KUBOTA & EQUIPMENT, INC. THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7177
FIELD LINE MARKING ROBOT

RESOLUTION NO. 7177 -- AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RENTAL AGREEMENT FOR A NEW FIELD LINE MARKING ROBOT FROM TURF TANK FOR THE GROUNDS MAINTENANCE DEPARTMENT THROUGH THE BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RENTAL AGREEMENT FOR A NEW FIELD LINE MARKING ROBOT FROM TURF TANK FOR THE GROUNDS MAINTENANCE DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7178
POLICE DEPT TASER CERTIFICATION BUNDLES

RESOLUTION NO. 7178 -- AUTHORIZING THE PURCHASE OF TASER 7 CERTIFICATION BUNDLES FOR THE SHERMAN POLICE DEPARTMENT FROM AXON ENTERPRISE, INC. THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TASER 7 CERTIFICATION BUNDLES FOR THE SHERMAN POLICE DEPARTMENT FROM AXON ENTERPRISE, INC THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7179
TRACK LOADER PURCHASE

RESOLUTION NO. 7179 -- AUTHORIZING THE PURCHASE OF A NEW CASE COMPACT TRACK LOADER FROM ASCO EQUIPMENT FOR THE NEIGHBORHOOD SERVICES DEPARTMENT THROUGH THE BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CASE COMPACT TRACK LOADER FROM ASCO EQUIPMENT FOR THE NEIGHBORHOOD SERVICES DEPARTMENT THROUGH BUYBOARD.

CONSENT AGENDA.

RES 7180
VEHICLE PURCHASE

RESOLUTION NO. 7180 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TRIPLE CROWN FORD LINCOLN, LLC FOR THE PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TRIPLE CROWN FORD LINCOLN, LLC FOR THE PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN.

CONSENT AGENDA.

RES 7181
ENCROACHMENT FOR MONUMENT SIGN (5005 FM 1417)

RESOLUTION NO. 7181 -- AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH KENNETH AND MARY LAWRENCE FOR THE ENCROACHMENT OF AN EXISTING MONUMENT SIGN WITHIN THE PROPOSED PLATTED 15-FOOT UTILITY EASEMENT ALONG THE WEST PROPERTY LINE OF TEXOMA VET HOSPITAL, APPROVED BY CITY COUNCIL ON APRIL 17, 2023, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 5005 FM 1417 IN THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO KENNETH AND MARY

LAWRENCE FOR THE ENCROACHMENT OF AN EXISTING MONUMENT SIGN WITHIN THE PROPOSED PLATTED 15-FOOT UTILITY EASEMENT ALONG THE WEST PROPERTY LINE OF TEXOMA VET HOSPITAL, APPROVED BY CITY COUNCIL ON APRIL 17, 2023, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 5005 FM 1417 IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 7182
SHERMAN MUSEUM
FUNDING

RESOLUTION NO. 7182 -- AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX.
CONSENT AGENDA.

PAYMENT APPROVAL
MICROSOFT
ENTERPRISE
AGREEMENT
ANNUAL BILLING

PAYMENT APPROVAL
AUTHORIZING PAYMENT OF $126,568.02 FOR MICROSOFT ENTERPRISE AGREEMENT ANNUAL BILLING YEAR 3 UNDER TEXAS DIR CONTRACT DIR-TSO-4061
The City Council approved payment of $126,568.02 for Microsoft Enterprise Agreement Annual Billing Year 3, under Texas DIR Contract DIR-TSO-4061. This is the third annual payment for Microsoft Services, which includes Office 365 and SQL Server licenses.
CONSENT AGENDA.

Robby Hefton, City Manager, clarified that the Payment Approval was on Consent Agenda, and was approved with the Consent Agenda items. There was a question about the number on Mr. Hefton's agenda, however numbers on the other agendas were correct.

COUNCIL COMMENTS

COUNCIL COMMENTS
There were no Council Comments.

ANNOUNCEMENTS

ANNOUNCEMENTS
Mayor Plyler announced the following:

- **Sherman's Fright Fest will be held on October 30, 2023, at Pecan Grove Park.**

- **National Night Out will be held on October 3, 2023, from 5:00 p.m. until 8:00 p.m., at Old Settler's Park.**

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

(A) Purchase of real estate east of US 75, between SH 56 and US 82

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

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

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

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

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:10 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:46 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 5:47 p.m.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B. 1.**

Meeting Date: 10/16/2023

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Austin College" – 175th Academic Year

Issue:

To present a proclamation recognizing Austin College on the anniversary of their 175th Academic Year

Background:

Austin College has been in Sherman since 1876, and has been an asset to the community. They are one of the Top-100 Nationally Ranked Liberal Arts Colleges. The 2023-2024 academic year marks their 175th anniversary.

Origination:

The request originated with Cary Wacker, Director of Strategic Communication, Austin College.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council present a proclamation recognizing Austin College's 175th academic year.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

Austin College Proclamation

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, Austin College was founded in Huntsville, Texas, by the Brazos Presbytery of the Presbyterian Church on October 13, 1849, and

WHEREAS, the College's charter was approved by the State of Texas on November 22, 1849, and

WHEREAS, Austin College was moved to Sherman by decree of the Brazos Presbytery in 1876, after accepting an offer from the citizens of Sherman to support the College, and

WHEREAS, Austin College has grown through the decades since, to become a Top-100 Nationally Ranked Liberal Arts College, and

WHEREAS, the College serves a diverse and talented student body from across the nation and world, and

WHEREAS, Austin College faculty and staff are dedicated to preparing students for lives of service and successful careers in the Sciences, Social Sciences, and Humanities, and

WHEREAS, the College has a long history of enriching intellectual and cultural life of the Texoma region, through community performances, lectures, and innovative learning, and

WHEREAS, Austin College, as the oldest college in Texas still under its original charter, is celebrating its 175th academic year in 2023-2024, and hosting a celebration of this milestone during Homecoming & Family Weekend from November 3-5, 2023.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby recognize

AUSTIN COLLEGE

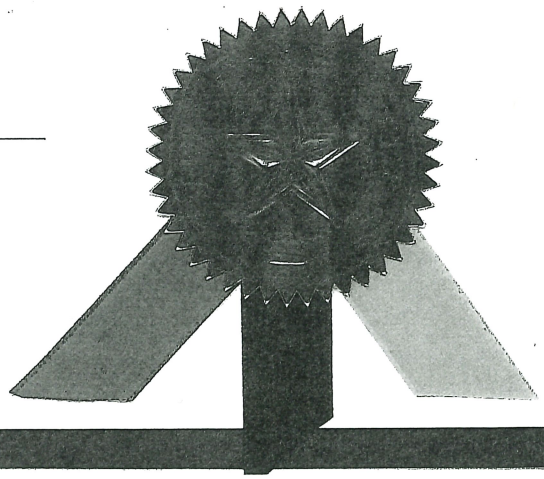
on their 175th academic year, and on their contributions to the Sherman community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 16th day of October, 2023.

Mayor

ATTEST:

Linda Ashby
City Clerk



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/16/2023

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:

F. 9. **** RESOLUTION NO. 7191***
Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - Pump Procurement Bid SHM23287.1 to Smith Pump Inc.

F.10. **** RESOLUTION NO. 7192***
Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - MCC Procurement Bid SHM23287.2 to Elliot Electrical Supply, Inc.

F. 11. **** RESOLUTION NO. 7193***
Awarding a Bid to and Authorizing Execution of a Contract to W. Douglass Distributing for an Annual Supply of Gasoline and Diesel Fuels

F. 12. **** RESOLUTION NO. 7194***
Authorizing the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department from Primary Arms, LLC through Buyboard

F. 13. **** RESOLUTION NO. 7195***
Authorizing the Purchase of Residential Garbage Cans for the Sherman Solid Waste Department from Rehirig Pacific Company Through Buyboard

F. 14. **** RESOLUTION NO. 7196***
Authorizing the Purchase of Ammunition for the Sherman Police Department from Various Suppliers Through Buyboard

F. 15. **** RESOLUTION NO. 7197***
Authorizing the Purchase of Pistols for the Sherman Police Department from Primary Arms, LLC Through Buyboard

F. 16. **** RESOLUTION NO. 7198***
Authorizing Execution of a Chapter 380 Grant Agreement with Tesoro AM, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 17. **** RESOLUTION NO. 7199***
Authorizing Execution of a Chapter 380 Grant Agreement with Vitina's Deli Delights LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 18. **** RESOLUTION NO. 7200***

Authorizing Execution of a Chapter 380 Grant Agreement with Camino Viejo Mexican Restaurant LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 19. **** RESOLUTION NO. 7201***

Authorizing Execution of a Chapter 380 Grant Agreement with Texoma Communications, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 20. **** RESOLUTION NO. 7202***

Authorizing Execution of a Chapter 380 Grant Agreement with Katrina Coffman and Sarah Pierce for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 21. **** RESOLUTION NO. 7203***

Authorizing Execution of a Chapter 380 Grant Agreement with The Zen Bar LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

F. 22. **** RESOLUTION NO. 7204***

Authorizing Execution of a Chapter 380 Grant Agreement with L & T Auto Parts, Inc. for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

G. 1 **** REQUEST TO ADVERTISE***

Purchase Multiple Fleet Vehicles for Multiple City Departments

H. 3. **** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended September 30, 2023

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 10/16/2023

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:

H. 5. ***** OTHER BUSINESS***

Replat of Patel Cornerstone Addition, consisting of 4.834 acres being in the J.B. McAnair Survey, Abstract No. 763 and currently zoned C-1 (Retail Business) District; P & N Sherman, LLC (Owner) and Preston Trail Land Surveying (Surveyor) (2600-2708 North Cornerstone Drive)

H. 6. ***** OTHER BUSINESS***

Final Plat of Sherden Mall, Lot 1, Block A, consisting of 1.157 acres in the Reuben Hendrix Survey, Abstract No. 504 and currently zoned C-2 (General Commercial) District; LJ Erikson, Sherman NEC Texoma & 82, LP (Owner) and Spiars Engineering, Inc. (Engineer/Surveyor) (3201 Texoma Parkway)

H. 7. ***** OTHER BUSINESS***

Final Plat of Coursey Addition, consisting of 9.862 acres in the Charles McManus Survey, Abstract No. 802 and located in the ETJ (Extra Territorial Jurisdiction); Rickey Hugh Coursey, Jr. (Owner) and Preston Trail Land Surveying (Surveyor) (2855 Baker Ridge Road)

H. 8. ***** OTHER BUSINESS***

Final Plat of Heritage Ranch, Phase 1, consisting of 51.767 acres in the J. Jennings Survey, Abstract No. 647, and the U. Burns Survey, Abstract No. 121 and currently located in the PD (Planned Development)/75&82 Overlay District; Ryan Griffin (Owner), Stephanie Centofonti, Rockhill Capital (Developer) and Spiars Engineering (Engineer/Surveyor) (300-1000 Blocks West Highway 82)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6659

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 10.771 acres, being in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, Located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway), Heretofore Zoned M-1 (Light Manufacturing) District/F.M. 1417 Overlay District; Rezoning and Placing the Tract in the C-1 (Retail Business) District/F.M. 1417 Overlay District Zoning Classification, (Bob Tesch Investments, LLC, Owner; and Pape-Dawson Engineers, 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 Bob Tesch Investments, LLC, Owner; and Pape-Dawson Engineers, Surveyor concerning the property located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway), Consisting of 10.771 acres, being in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, Heretofore Zoned M-1 (Light Manufacturing) District/F.M. 1417 Overlay District; Rezoning and Placing the Tract in the C-1 (Retail Business) District/F.M. 1417 Overlay District Zoning Classification

Background:

The property is located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway) near the intersection of Steeple Chase Drive and South FM 1417 (Heritage Parkway). The owner is requesting a Zone Change from an M-1 (Light Manufacturing) District/F.M. 1417 Overlay District to C-1 (Retail Business) District/F.M. 1417 Overlay District for Retail Development.

Origination:

Bob Tesch Investments, LLC (Owner)
Pape-Dawson Engineers (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6659
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6659

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 10.771 ACRES, BEING IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2700-3400 BLOCKS SOUTH FM 1417 (HERITAGE PARKWAY), HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT/F.M. 1417 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT/F.M. 1417 OVERLAY DISTRICT ZONING CLASSIFICATION, (BOB TESCH INVESTMENTS, LLC, OWNER; AND PAPE-DAWSON ENGINEERS, 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 Legal Description**, attached hereto, located at 2700-3400 Blocks South FM 1417 (Heritage Parkway), and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District/F.M. 1417 Overlay District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

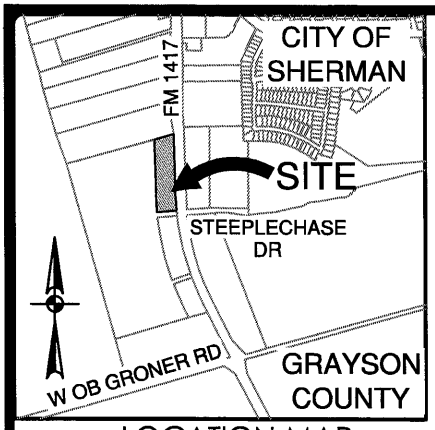
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

EXHIBIT "A"



LOCATION MAP

NOT-TO-SCALE

LEGEND:

O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
POB	POINT OF BEGINNING
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
CM	CONTROLLING MONUMENT
●	FOUND 1/2" IRON ROD" (UNLESS NOTED OTHERWISE)

4.420 ACRES
(192,537 SQ. FT. MORE OR LESS)

120' 0' 60' 120'

SCALE: 1"= 120'

1. 40' CONSTRUCTION EASEMENT FOR DRAINAGE INST. NO. 2022-14142, O.R.G.C.T.
2. 25' CONSTRUCTION EASEMENT FOR ROADWAY INST. NO. 2022-14142, O.R.G.C.T.
3. CITY OF SHERMAN 20' WATER LINE EASEMENT VOL. 1399, PG. 392, O.R.G.C.T.
4. APPROXIMATE CENTERLINE TP&L EASEMENT (NO WIDTH GIVEN) VOL. 1035, PG. 319 AND VOL. 1035, PG. 322 D.R.G.C.T.
5. PROPOSED HIGHWAY FM 1417 RIGHT-OF-WAY PARCEL NUMBER 4 RCSJ: 2455-01-042 CCSJ: 2455-01-036

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 70352-01 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM THE NORTH AMERICAN DATUM OF 1983 (NAD 83), (NA2011), EPOCH 2010.00.

SHERMAN DEVELOPERS, LLC
INST. NO. 2022-9891
O.R.G.C.T.

N74°26'42"E 237.21'

POB

CM

CM

LGI HOMES-TEXAS, LLC
INST. NO. 2022-14139
O.R.G.C.T.

N01°27'41"W 672.90'

REMAINDER OF
BOB TESCH
INVESTMENTS, LLC
INST. NO.
2021-24063
O.R.G.C.T.

S01°27'21"E 730.61'

FM HIGHWAY 1417
(VARIABLE WIDTH RIGHT-OF-WAY)

ELIZABETH JONES SURVEY,
ABSTRACT NUMBER 625

CM

R=3,154.93'
Delta=2°34'13"
CB=N02°43'33"W
CD=141.52'
L=141.54'

R=2,924.93'
Delta=2°31'34"
CB=S02°41'51"E
CD=128.94'
L=128.95'

CM

CM

S85°23'23"W 230.01'

PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

JULY 2023

SHEET 1 OF 3
70352-01

REFERENCE: 70352-01

Date: Jul 20, 2023, 11:11am User ID: yruge
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EXHIBIT "A"

BEING A TRACT OF LAND SITUATED IN ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER TRACT OF LAND CONVEYED TO BOB TESCH INVESTMENTS, LLC, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2021-24063, OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS (O.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD, FOR THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO SHERMAN DEVELOPERS, LLC, ACCORDING TO THE DEED RECORDED IN INSTRUMENT NUMBER 2022-9891, (O.R.G.C.T.), ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (VARIABLE WIDTH R.O.W.);

THENCE: S 01°27'21" E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 1417, A DISTANCE OF 730.61 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,924.93 FEET, A CENTRAL ANGLE OF 02°31'34", A CHORD BEARING AND DISTANCE OF S 02°41'51" E, 128.94 FEET;

THENCE: ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 1417 AND SAID CURVE TO THE LEFT, AN ARC LENGTH OF 128.95 FEET, TO A FOUND 1/2-INCH IRON ROD, FOR AN EXTERIOR ELL CORNER OF A TRACT OF LAND CONVEYED TO LGI HOMES-TEXAS, LLC, ACCORDING TO THE DEED RECORDED IN INSTRUMENT NUMBER 2022-14139, (O.R.G.C.T.);

THENCE: S 85°23'23" W, A DISTANCE OF 230.01 FEET TO A FOUND 1/2-INCH IRON ROD, FOR AN INTERIOR ELL CORNER OF SAID LGI HOMES-TEXAS, LLC TRACT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3,154.93 FEET, A CENTRAL ANGLE OF 02°34'13", A CHORD BEARING AND DISTANCE OF N 02°43'33" W, 141.52 FEET;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 141.54 FEET, TO A FOUND 1/2-INCH IRON ROD, ON AN EASTERLY LINE OF SAID LGI HOMES-TEXAS, LLC TRACT;

THENCE: N 01°27'41" W, A DISTANCE OF 672.90 FEET TO A FOUND 1/2-INCH IRON ROD, FOR THE NORTHEAST CORNER OF SAID LGI HOMES-TEXAS, LLC TRACT, ALSO BEING ON THE SOUTH LINE OF SAID SHERMAN DEVELOPERS, LLC TRACT;

THENCE: N 74°26'42" E, ALONG THE SOUTH LINE OF SAID SHERMAN DEVELOPERS, LLC TRACT, A DISTANCE OF 237.21 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 4.420 ACRES OR 192,537 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER **70352-01** BY PAPE DAWSON CONSULTING ENGINEERS, LLC.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

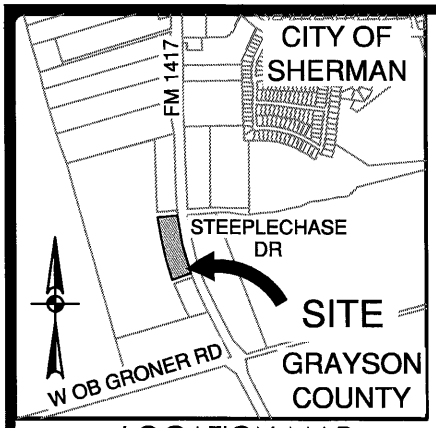
FOR PAPE DAWSON CONSULTING ENGINEERS, LLC.



Mark L. Beshear

MARK L. BESHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6824
FIRM REGISTRATION NO. 10194390
PAPE DAWSON CONSULTING ENGINEERS, LLC.
6105 TENNYSON PARKWAY, SUITE 210
PLANO, TEXAS 75024
TELE. 214-420-8494
EMAIL: MBESHEAR@PAPE-DAWSON.COM
CERTIFICATION DATE: JULY 20, 2021

EXHIBIT "A"



LOCATION MAP

NOT-TO-SCALE

LEGEND:

O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
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INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
CM	CONTROLLING MONUMENT
●	FOUND 1/2" IRON ROD" (UNLESS NOTED OTHERWISE)

4.039 ACRES
(175,950 SQ. FT. MORE OR LESS)

1. 40' CONSTRUCTION EASEMENT FOR DRAINAGE INST. NO. 2022-14142, O.R.G.C.T.
2. 25' CONSTRUCTION EASEMENT FOR ROADWAY INST. NO. 2022-14142, O.R.G.C.T.
3. CITY OF SHERMAN 20' WATER LINE EASEMENT VOL. 1399, PG. 392, O.R.G.C.T.
4. APPROXIMATE CENTERLINE TP&L EASEMENT VOL. 1035, PG. 319 AND VOL. 1035, PG. 322 (NO WIDTH GIVEN) D.R.G.C.T.
5. PROPOSED HIGHWAY FM 1417 RIGHT-OF-WAY PARCEL NUMBER 4 RCSJ: 2455-01-042 CCSJ: 2455-01-036

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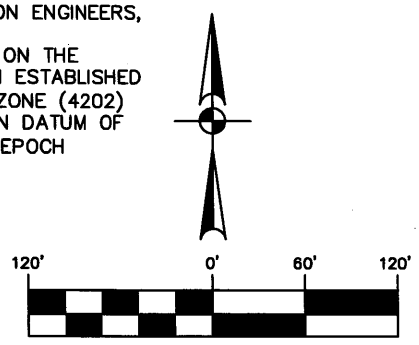

SCALE: 1"= 120'

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

JULY 2023

REFERENCE: 70352-01

Date: Jul 20, 2023, 11:10am User ID: yruge
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BEING A TRACT OF LAND SITUATED IN ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER TRACT OF LAND CONVEYED TO BOB TESCH INVESTMENTS, LLC, ACCORDING TO THE DOCUMENT RECORDED IN INSTRUMENT NUMBER 2021-24063, OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS (O.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD, ON THE WEST RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (VARIABLE WIDTH R.O.W.), AND BEING AN EXTERIOR ELL CORNER OF A TRACT OF LAND CONVEYED TO LGI HOMES-TEXAS, LLC, ACCORDING TO THE DEED RECORDED IN INSTRUMENT NUMBER 2022-14139, (O.R.G.C.T.);

THENCE: S 69°59'27" W, A DISTANCE OF 230.01 FEET TO A FOUND 1/2-INCH IRON ROD, FOR AN INTERIOR ELL CORNER OF SAID LGI HOMES-TEXAS, LLC TRACT, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3,154.93 FEET, A CENTRAL ANGLE OF 14°27'16", A CHORD BEARING AND DISTANCE OF N 12°19'40" W, 793.81 FEET;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 795.92 FEET, TO A FOUND 1/2-INCH IRON ROD, FOR AN INTERIOR ELL CORNER OF SAID LGI HOMES-TEXAS, LLC TRACT;

THENCE: N 85°23'23" E, A DISTANCE OF 230.00 FEET TO A FOUND 1/2-INCH IRON ROD, FOR AN EXTERIOR ELL CORNER OF SAID LGI HOMES-TEXAS, LLC TRACT, AND BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 1417, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,924.93 FEET, A CENTRAL ANGLE OF 14°22'49", A CHORD BEARING AND DISTANCE OF S 12°19'47" E, 732.18 FEET;

THENCE: ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 1417, AND SAID CURVE TO THE LEFT, AN ARC LENGTH OF 734.11 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 4.039 ACRES OR 175,950 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER **70352-01** BY PAPE DAWSON CONSULTING ENGINEERS, LLC.

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FOR PAPE DAWSON CONSULTING ENGINEERS, LLC.



Mark L. Beshear

MARK L. BESHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6824
FIRM REGISTRATION NO. 10194390
PAPE DAWSON CONSULTING ENGINEERS, LLC.
6105 TENNYSON PARKWAY, SUITE 210
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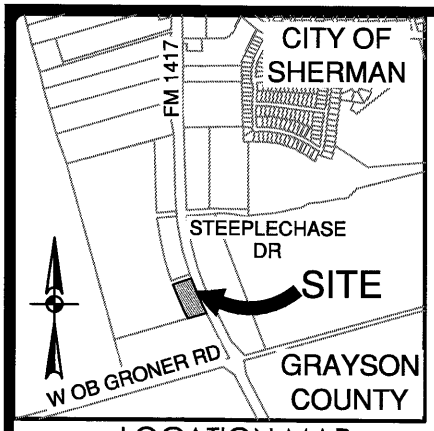
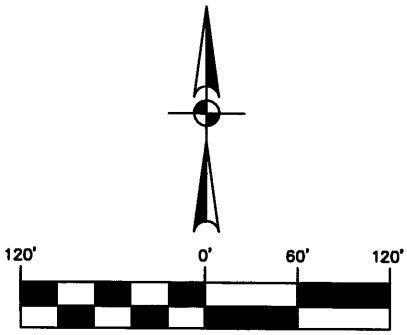


LOCATION MAP

NOT-TO-SCALE



SCALE: 1"= 120'

LEGEND:

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D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
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VOL., PG.	VOLUME, PAGE
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●	FOUND 1/2" IRON ROD" (UNLESS NOTED OTHERWISE)

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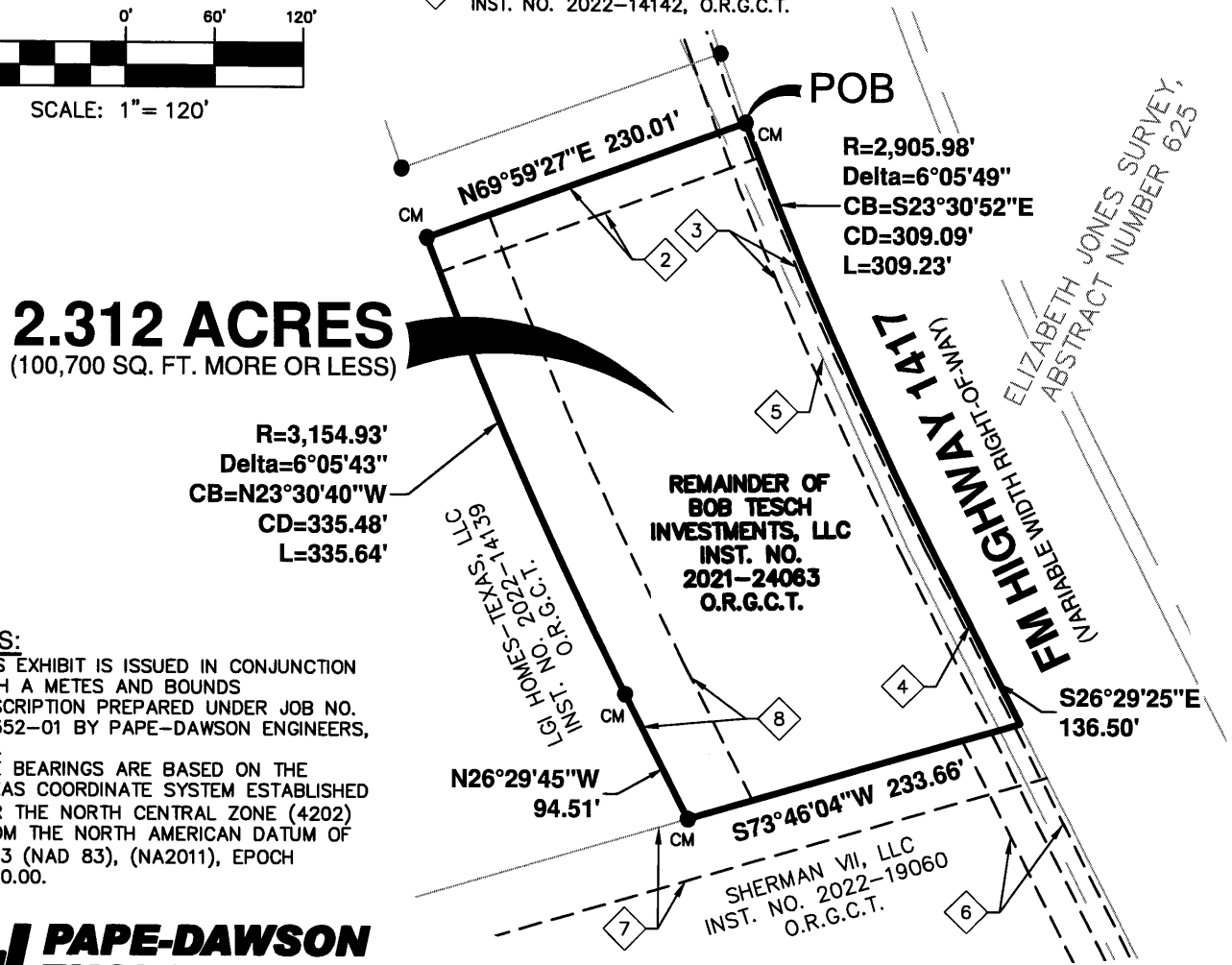
2. 25' CONSTRUCTION EASEMENT FOR ROADWAY, INST. NO. 2022-14142, O.R.G.C.T.
3. CITY OF SHERMAN 20' WATER LINE EASEMENT, VOL. 1399, PG. 392, O.R.G.C.T.
4. APPROXIMATE CENTERLINE TP&L EASEMENT (NO WIDTH GIVEN) VOL. 1035, PG. 319 AND VOL. 1035, PG. 322 D.R.G.C.T.
5. PROPOSED HIGHWAY FM 1417 RIGHT-OF-WAY PARCEL NUMBER 4 RCSJ: 2455-01-042 CCSJ: 2455-01-036
6. 40' CONSTRUCTION EASEMENT FOR SANITARY SEWER INST. NO. 2022-14141, O.R.G.C.T.
7. 40' CONSTRUCTION EASEMENT FOR DRAINAGE, INST. NO. 2022-14141, O.R.G.C.T.
8. 45' CONSTRUCTION EASEMENT FOR SANITARY SEWER AND DRAINAGE INST. NO. 2022-14142, O.R.G.C.T.



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PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 | PLANO, TX 75024 | 214.420.8494

TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10194390

JULY 2023

REFERENCE: 70352-01

Date: Jul 20, 2023, 11:09am User ID: ypuga
File: W:\survey\CIVIL\70352\01\CADD\Boundary\ZONING EXHIBITS\(S)70352-01-2-EX 2.312 ACRES.dwg

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BEGINNING AT A FOUND 1/2-INCH IRON ROD, FOR AN EXTERIOR ELL CORNER OF A TRACT OF LAND CONVEYED TO LGI HOMES-TEXAS, LLC, ACCORDING TO THE DEED RECORDED IN INSTRUMENT NUMBER 2022-14139, (O.R.G.C.T.), AND BEING ON THE WEST RIGHT-OF-WAY LINE OF FM HIGHWAY 1417 (VARIABLE WIDTH R.O.W.), ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,905.98 FEET, A CENTRAL ANGLE OF 06°05'49", A CHORD BEARING AND DISTANCE OF S 23°30'52" E, 309.09 FEET;

THENCE: ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 1417, AND SAID CURVE TO THE LEFT, AN ARC LENGTH OF 309.23 FEET;

THENCE: S 26°29'25" E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM HIGHWAY 1417, A DISTANCE OF 136.50 FEET, TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO SHERMAN VII, LLC, ACCORDING TO THE DEED RECORDED IN INSTRUMENT NUMBER 2022-19060, (O.R.G.C.T.);

THENCE: S 73°46'04" W, ALONG THE NORTH LINE OF SAID SHERMAN VII, LLC TRACT, A DISTANCE OF 233.66 FEET TO A FOUND 1/2-INCH IRON ROD, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LGI HOMES-TEXAS, LLC TRACT;

THENCE: N 26°29'45" W, ALONG THE EASTERLY LINE OF SAID LGI HOMES-TEXAS, LLC TRACT, A DISTANCE OF 94.51 FEET TO A FOUND 1/2-INCH IRON ROD, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3,154.93 FEET, A CENTRAL ANGLE OF 06°05'43", A CHORD BEARING AND DISTANCE OF N 23°30'40" W, 335.48 FEET;

THENCE: ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 335.64 FEET TO A FOUND 1/2-INCH IRON ROD, FOR AN INTERIOR ELL CORNER OF SAID LGI HOMES-TEXAS, LLC TRACT;

THENCE: N 69°59'27" E, A DISTANCE OF 230.01 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 2.312 ACRES OR 100,700 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER **70352-01** BY PAPE DAWSON CONSULTING ENGINEERS, LLC.

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FOR PAPE DAWSON CONSULTING ENGINEERS, LLC.



Mark L. Beshear

MARK L. BESHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6824
FIRM REGISTRATION NO. 10194390
PAPE DAWSON CONSULTING ENGINEERS, LLC.
6105 TENNYSON PARKWAY, SUITE 210
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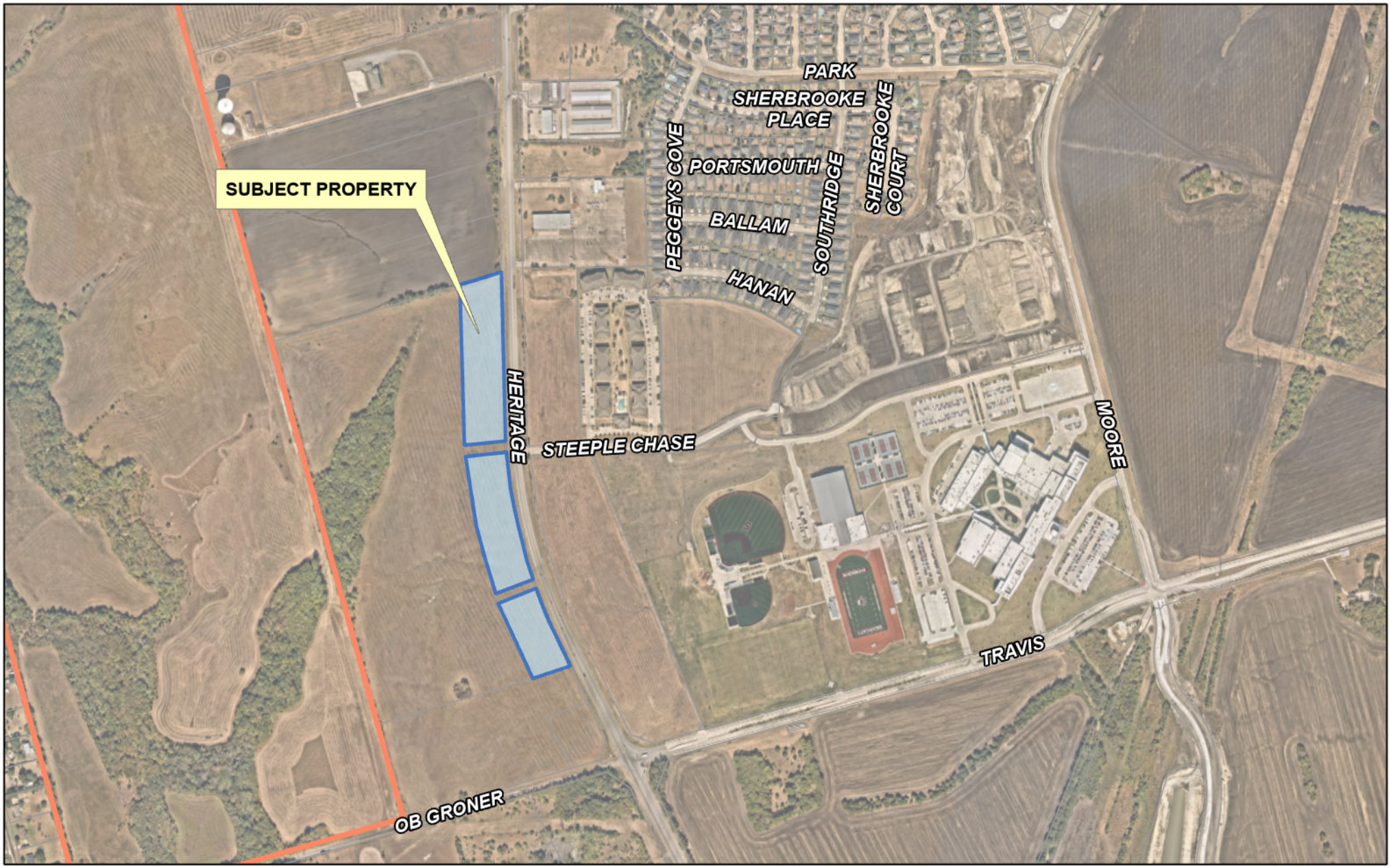

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Sherman
CLASSIC TOWN. BROAD HORIZON.

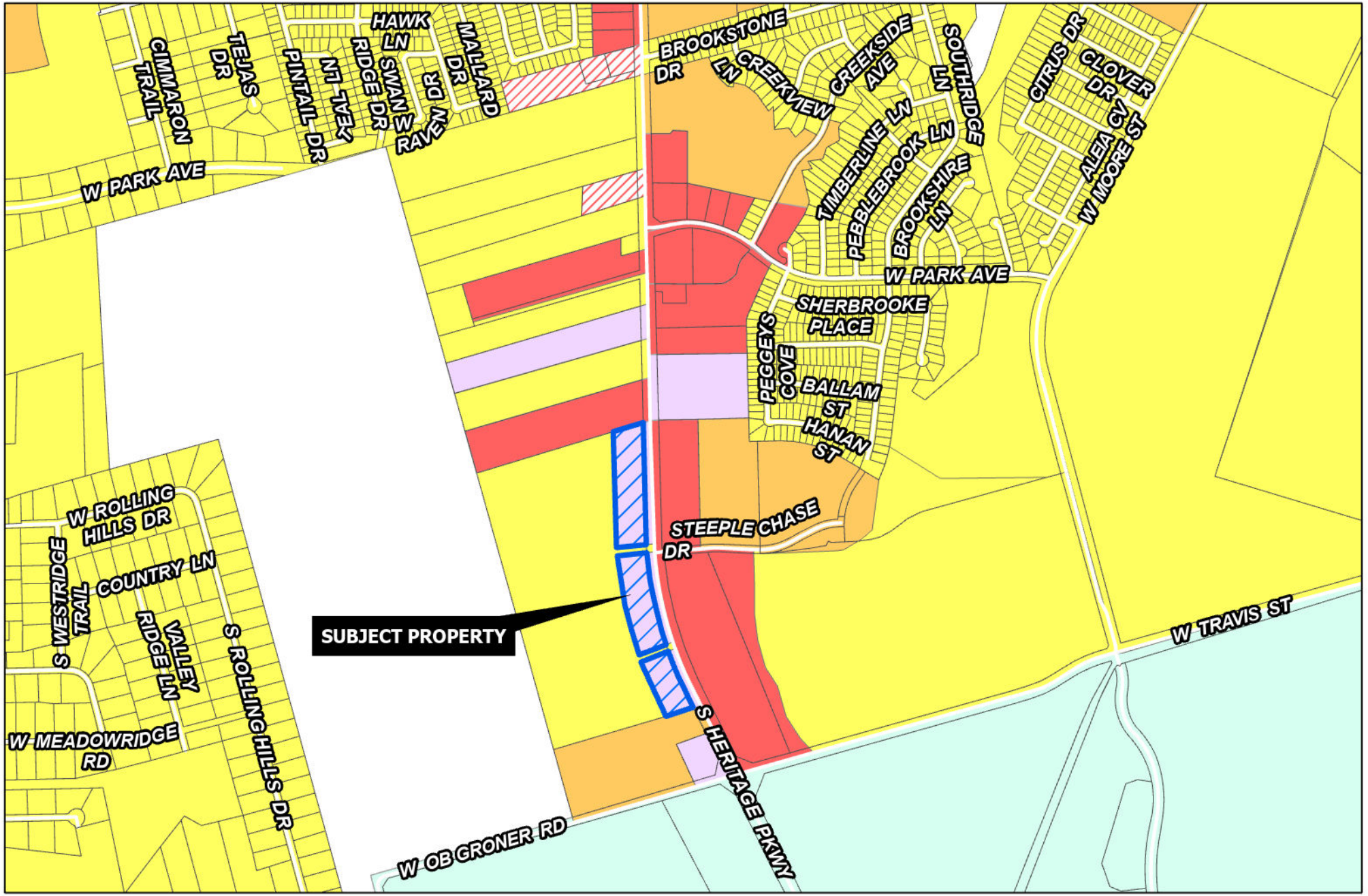
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2700-3400 S FM 1417

N
W E
S

Date: 8/31/2023 10:23 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

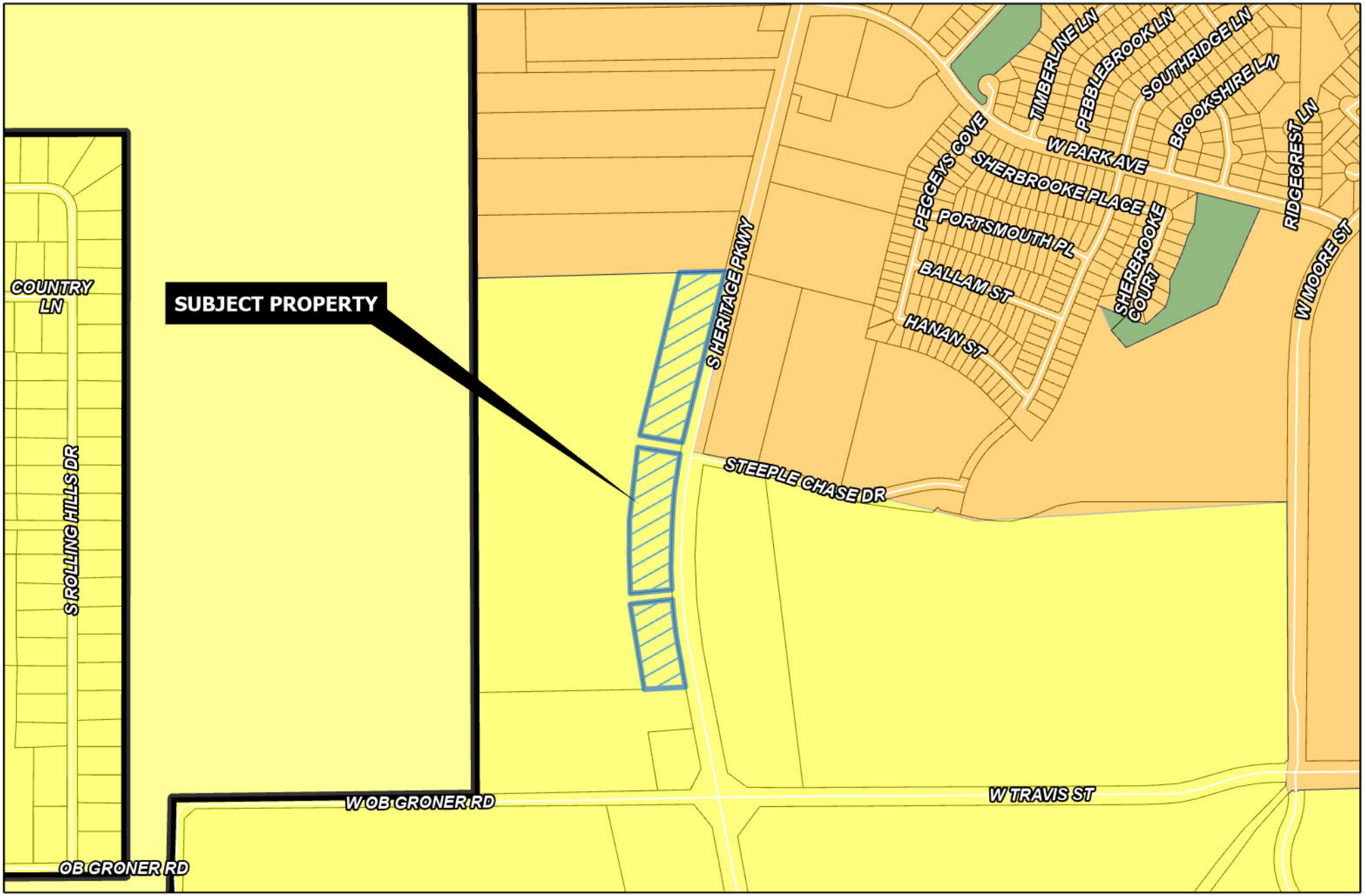
Planning&Zoning

CITY OF SHERMAN

2700-3400 S FM 1417

N
W E
S

Date: 8/31/2023 1:43 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2700-3400 S FM 1417

N W E S

Date: 8/31/2023 1:43 PM

Sherman

CLASSIC TOWN. BROAD HORIZON.

NOTICE OF PROPOSED ZONING CHANGE

PROJECT #: 23-004443

FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

09/08/2023 at 5:23 p.m.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023 Sent via email

BTI Capital, LLC
2001 Auburn Hills Pkwy #704
McKinney, TX 75071

Dear Applicants,

The request of a Public Hearing and Zone Change from M-1 (Light Manufacturing) District/F.M. 1417 Overlay District to C-1 (Retail Business) District/F.M. 1417 Overlay District and a Conceptual Site Plan approval for Retail Development located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. This is a Conceptual Site Plan. Detailed Site Plans for Commercial and Multifamily developments will require Planning and Zoning approval before building permits will be issued. Please see Site Plan requirements: https://ecode360.com/41402548
7. The approval of this Conceptual Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
9. Submitted Site Plans must meet
10. Provide Landscape tabulation on Site Plan for parking over 25 spaces. https://ecode360.com/41399509
    a. All areas that are used for off-street parking shall conform to the minimum landscaping requirements of this section. Parking lots with twenty-five (25) parking spaces or more shall have open landscaped areas that are equal to but not less than ten (10) percent of the parking areas and drives in the parking areas. The required area may be used as

island, perimeter landscaping, or in any combination. A minimum of forty (40) percent of the required landscaped area must be used as islands.

11. Dumpster enclosure shall be constructed of masonry or similar durable material and shall have a 10' wide clearance with a 50' clearance in front of the dumpster.

Engineering

1. Platting of the properties are required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
2. Dedication of Right of Way along FM 1417 will be required upon platting of properties. Coordinate with Engineering Department for Right of Way Dedication Exhibit of parent property. *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. Proposed parking may be within new TxDOT ROW after ROW acquisition. Relocation of parking may be required upon verification of required ROW.
4. Drive approaches to FM 1417 do not meet TxDOT standards.
5. 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*
6. Dedication of a 24' Mutual Access Easement across proposed Lots will be required upon platting of subject properties. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12*
7. Internal water and wastewater lines will be privately owned and maintained.
8. Wastewater main must be extended in accordance with City criteria to serve proposed Lots. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
9. 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)*
10. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

Fire Services

Buildings NOT equipped throughout with an approved automatic sprinkler system.

12. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
13. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
14. 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)

Buildings equipped throughout with an approved automatic sprinkler system.

15. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
16. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
17. 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.

18. 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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. 23.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

2700-3400 BLOCKS SOUTH FM 1417 (HERITAGE PARKWAY) (Project No. 23-004443)TABLED FROM AUGUST 22, 2023

The request of Bob Tesch Investments, LLC (Owner) and Pape-Dawson Engineers (Surveyor) concerning the property located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway), consisting of 10.771 acres in the Elizabeth Jones Survey, Abstract No. 625 and currently zoned M-1 (Light Manufacturing) District/F.M. 1417 Overlay District, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change from M-1 (Light Manufacturing) District/F.M. 1417 Overlay District to C-1 (Retail Business) District/F.M. 1417 Overlay District.
B. Site Plan approval for Retail Development.

Background:

The property is located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway) near the intersection of Steeple Chase Drive and South FM 1417 (Heritage Parkway). The owner is requesting a Zone Change from an M-1 (Light Manufacturing) District/F.M. 1417 Overlay District to C-1 (Retail Business) District/F.M. 1417 Overlay District and Site Plan approval for Retail Development.

Adjacent Zoning:

M-1 (Light Manufacturing) District
R-6 (Single Family Residential) District
MF-30 (Multi-Family Residential) District
C-1 (Retail Business) District

Origination:

Bob Tesch Investments, LLC (Owner)
Pape-Dawson Engineers (Surveyor)

Master Plan Designation:

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.

Number of notices mailed:
9

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Future Land Use Map
Narrative
Zoning Sign Photo
Survey
Site Plan
Elevations
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6660

An Ordinance Of The City Council Of The City Of Sherman, Texas, Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 216.22 Acres, Being In The Charles Carter Survey, Abstract No. 229, And The Henry C. Atchison Survey, Abstract No. 22, City Of Sherman, Grayson County, Texas, Located In The 1900-2600 Blocks East Tuck Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park, (Grayson County Land Trust, Owners; Rozann Marquis, Representative; And Kimley-Horn And Associates, Inc., 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

Issue:

To consider the request of Grayson County Land Trust, Owners; Rozann Marquis, Representative; and Kimley-Horn and Associates, Inc., Surveyor, concerning the property located in the 1900-2600 Blocks East Tuck Street, consisting of 216.22 acres, being in the Charles Carter Survey, Abstract No. 229, and the Henry C. Atchison Survey, Abstract No. 22, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park

Background:

The property is located in the 1900-2600 Blocks East Tuck Street between North Brents Avenue and North FM 1417 (Heritage Parkway). The owner is requesting a Zone Change for a PD (Planned Development) of Aspen Park.

Origination:

Grayson County Land Trust (Owners)
Rozann Marquis (Representative)
Kimley-Horn and Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter and the Halff Associates Concurrence Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends to Table the adoption of this Ordinance to a future City Council meeting.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6660
Exhibit A - Survey
Exhibit B - Development Standards
Exhibit C - Zoning Exhibit
Halff Concurrence Letter
Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6660

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 216.22 ACRES, BEING IN THE CHARLES CARTER SURVEY, ABSTRACT NO. 229, AND THE HENRY C. ATCHISON SURVEY, ABSTRACT NO. 22, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900-2600 BLOCKS EAST TUCK STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) OF ASPEN PARK, (GRAYSON COUNTY LAND TRUST, OWNERS; ROZANN MARQUIS, REPRESENTATIVE; AND KIMLEY-HORN AND ASSOCIATES, INC., 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 Legal Description**, attached hereto, located in the 1900-2600 Blocks East Tuck Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed as a PD (Planned Development) of Aspen Park, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A - SURVEY AND LEGAL DESCRIPTION

SURVEY

ADDRESS: East Tuck Street, Sherman, Texas

LEGAL: All that certain lot, tract or parcel of land situated in the Charles Carter Survey, Abstract No. 229 and the Henry C. Nicholson Survey, Abstract No. 22, Grayson County, Texas, same being those tracts of land conveyed to the Grayson County Land Trust, in Instrument Number 2021-00002037 and Instrument Number 2021-00017261, Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a "Vogt 5218" capped steel rod found for the southeast corner of the Instrument Number 2021-00017261, Official Public Records of Grayson County, Texas, same bein

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 80 degrees 24 minutes 09 seconds West, 300.68 feet, for a length of 301.11 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE North 12 degrees 19 minutes 27 seconds West, 40.38 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 77 degrees 10 minutes 33 seconds West, 591.28 feet to a 1/2 inch steel rod found for the southwest corner of the Blackhill Street right of way, from which a "1999" capped steel rod found bears South 77 degrees 10 minutes 33 seconds West at 287.28 feet for witness;

THENCE North 13 degrees 39 minutes 32 seconds West, 2172.10 feet to a point for the southwest corner of the Donaldson Street right-of-way, same being the southwest corner of a tract of land conveyed to the City of Sherman in Volume 1908, Page 487, Deed Records of Grayson County, Texas;

THENCE North 76 degrees 20 minutes 28 seconds East, with the south line of said City tract, 16.00 feet to a point for corner;

THENCE North 13 degrees 39 minutes 32 seconds West, with the east line of said City tract, 214.05 feet to a point for corner;

THENCE North 76 degrees 20 minutes 28 seconds East, 536.65 feet to a steel fence post found for corner;

THENCE North 13 degrees 39 minutes 57 seconds West, 160.03 feet to a "Vogt 5248" capped steel rod found for corner in the south right of way of East Tuck Street;

THENCE North 76 degrees 42 minutes 57 seconds East, with the south right of way of East Tuck Street, 89.34 feet to a "Vogt 5218" capped steel rod found for corner;

THENCE South 13 degrees 57 minutes 12 seconds East, 160.30 feet to a 1/2 inch steel rod found for corner;

THENCE South 13 degrees 03 minutes 42 seconds East, 197.53 feet to a 1/2 inch steel rod found for corner;

THENCE North 77 degrees 08 minutes 11 seconds East, 395.32 feet to a 1/2 inch steel rod found for corner;

THENCE North 09 degrees 19 minutes 38 seconds West, 202.33 feet to a nail found for corner within East Tuck Street, from which a 1/2 inch steel rod found bears South 10 degrees 31 minutes 58 seconds East at 21.31 feet for witness;

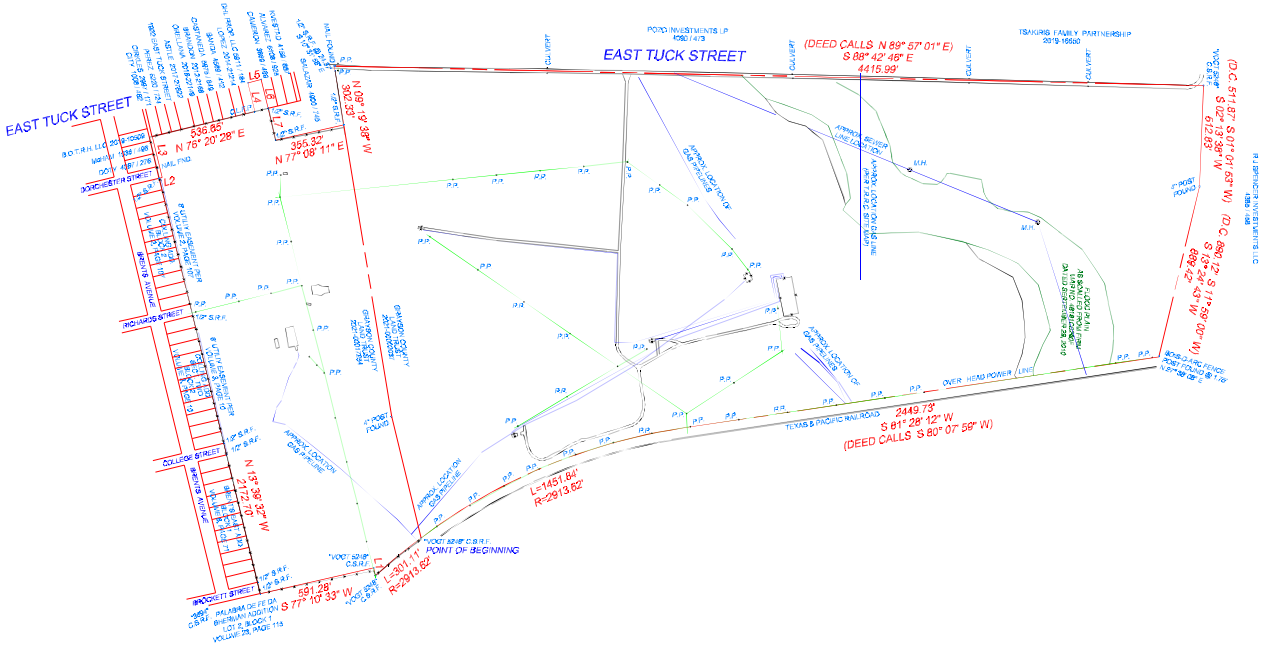
THENCE South 88 degrees 42 minutes 48 seconds East, within East Tuck Street, 4416.99 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 87 degrees 13 minutes 36 seconds West, 312.93 feet to a 1 inch pipe found for corner;

THENCE South 13 degrees 24 minutes 43 seconds West, 889.42 feet to a point, for corner, from which a bolt on set post bears North 27 degrees 36 minutes 08 seconds East at 1.73 feet for witness;

THENCE South 81 degrees 28 minutes 12 seconds West, along the north right-of-way of rail road, 2449.73 feet to a point for corner;

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 87 degrees 11 minutes 42 seconds West, 1438.87 feet, for a length of 1451.84 feet to the Point of Beginning and containing 218.22 acres of land.


EAST TUCK STREET
(DEED CALLS N 89° 57' 01" E)
S 88° 42' 48" E
4415.99'
POPO INVESTMENTS LP
4560 / 413
TSAKIRIS FAMILY PARTNERSHIP
2019-16560
(D.C. S 14° 37' 01" W)
S 13° 24' 43" W
2172.10'
(D.C. S 88° 42' 48" E)
S 88° 24' 43" E
889.42'
N 76° 20' 28" E
536.65'
N 77° 08' 11" E
395.32'
N 13° 39' 32" W
214.05'
N 13° 39' 32" W
2172.10'
S 77° 10' 33" W
591.28'
L=1451.84
R=2913.62
L=301.11'
R=2913.62
S 81° 28' 12" W
2449.73'
(DEED CALLS S 80° 07' 58" W)
POINT OF BEGINNING
"VOGT 5248" C.B.R.F.
"VOGT 5248" C.B.S.F.
TEXAS & PACIFIC RAILROAD
OVER HEAD POWER LINE
APPROX. LOCATION OF GAS PIPELINE
APPROX. LOCATION OF GAS METER
APPROX. LOCATION OF GAS VALVE
APPROX. LOCATION OF GAS RISER
APPROX. LOCATION OF GAS MARKER
APPROX. LOCATION OF GAS LINE
APPROX. LOCATION OF GAS PIPELINE
APPROX. LOCATION OF GAS PIPELINE EASEMENT
APPROX. LOCATION OF GAS PIPELINE EASEMENT
APPROX. LOCATION OF GAS PIPELINE EASEMENT

All that certain lot, tract or parcel of land situated in the Charles Carter Survey, Abstract No. 229 and the Henry C. Atchison Survey, Abstract No. 22, Grayson County, Texas, same being those tracts of land conveyed to the Grayson County Land Trust in Instrument Number 2021-00002037 and Instrument Number 2021-00017254, Official Public Records of Grayson County, Texas, and being more particularly described as follows:

EXHIBIT A - SURVEY AND LEGAL DESCRIPTION

BEGINNING at a "Vogt 5248" capped steel rod found for the southeast corner of the Instrument Number 2021-00017254, Official Public Records of Grayson County, Texas described tract;

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 50 degrees 24 minutes 05 seconds West - 300.98 feet, for a length of 301.11 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE North 12 degrees 49 minutes 27 seconds West, 40.38 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 77 degrees 10 minutes 33 seconds West, 591.28 feet to a 1/2 inch steel rod found for the southeast corner of the Brockett Street right-of-way, from which a "3694" capped steel rod found bears South 77 degrees 10 minutes 33 seconds West at 267.20 feet for witness;

THENCE North 13 degrees 39 minutes 32 seconds West, 2172.70 feet to a point for the southeast corner of the Dorchester Street right-of-way, same being the southwest corner of a tract of land conveyed to the City of Sherman in Volume 1008, Page 482, Deed Records of Grayson County, Texas;

THENCE North 76 degrees 20 minutes 28 seconds East, with the south line of said City tract, 16.00 feet to a point for corner;

THENCE North 13 degrees 39 minutes 32 seconds West, with the east line of said City tract, 214.05 feet to a point for corner;

THENCE North 76 degrees 20 minutes 28 seconds East, 536.65 feet to a chain link fence post found for corner;

THENCE North 13 degrees 39 minutes 32 seconds West, 150.00 feet to a "Vogt 5248" capped steel rod found for corner in the south right-of-way of East Tuck Street;

THENCE North 75 degrees 42 minutes 57 seconds East, with the south right-of-way of East Tuck Street, 69.34 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 13 degrees 37 minutes 12 seconds East, 150.30 feet to a 1/2 inch steel rod found for corner;

THENCE South 13 degrees 05 minutes 42 seconds East, 167.53 feet to a 1/2 inch steel rod found for corner;

THENCE North 77 degrees 08 minutes 11 seconds East, 355.32 feet to a 1/2 inch steel rod found for corner;

THENCE North 09 degrees 19 minutes 38 seconds West, 302.33 feet to a nail found for corner within East Tuck Street, from which a 1/2 inch steel rod found bears South 10 degrees 31 minutes 58 seconds East at 24.37 feet for witness;

THENCE South 88 degrees 42 minutes 46 seconds East, within East Tuck Street, 4415.99 feet to a "Vogt 5248" capped steel rod found for corner;

THENCE South 02 degrees 13 minutes 38 seconds West, 512.83 feet to a 4 inch post found for corner;

THENCE South 13 degrees 24 minutes 43 seconds West, 889.42 feet to a point for corner, from which a bois d' arc post bears North 27 degrees 38 minutes 08 seconds East at 1.75 feet for witness;

THENCE South 81 degrees 28 minutes 12 seconds West, along the north right-of-way of rail road, 2449.73 feet to a point for corner;

THENCE in a southwesterly direction with a curve to the left, along the north right-of-way of rail road, said curve having a radius of 2913.62 feet and a chord bearing South 67 degrees 11 minutes 42 seconds West - 1436.87 feet, for a length of 1451.84 feet to the Point of Beginning and containing 216.22 acres of land.

1 INTRODUCTION

1.1 DEVELOPMENT PLAN OVERVIEW

Aspen Park Planned Development (PD) is a 216.2 acre multi-use development located in Sherman, Texas. A minimum of 40 acres (18.5%) of the development shall be set aside as usable open space. The design, development and use of the Property shall comply with the City of Sherman's Zoning Ordinance, as it exists or may be amended and any successor ordinance thereto (the "Zoning Ordinance"), the standards set forth in this Exhibit B and the Zoning Exhibits, attached hereto as Exhibit C.

1.2 REGULATIONS

Unless expressly stated or identified within this Ordinance, the regulations, requirements, standards and other provisions of the Zoning Ordinance shall apply to the development and use of the Property. If there is a conflict between the provisions of this Ordinance and those of the Zoning Ordinance, this Ordinance controls. The Property may be developed in phases.

2 SITE AND BUILDING STANDARDS

2.1 DISTRICTS ESTABLISHED

The land is divided into the following four complementary districts. Each district is intended to allow for the development of unique and complimentary uses to the other districts, and especially those districts adjacent to one another. The PD districts are depicted in the Zoning Exhibit and are listed as follows:

District	Acres
SF-U District: Single Family Urban District	49 minimum
SF-UA District: Single Family Urban Attached District	37.5
VMU District: Vertical Mixed-Use Residential District	91.1
C-1 District: C-1 (Retail Business)	11.4

2.2 DISTRICT STANDARDS

2.2.1 SF-U, SINGLE FAMILY URBAN DISTRICT

2.2.1.1 Purpose

The Single-Family Urban (SF-U) District is intended to provide for small-lot, urban, single-family development in a pedestrian-oriented environment. The district standards shall conform to the requirements for base zoning district R-4, as they exist or may be amended, except as otherwise provided by this Ordinance.

2.2.1.2 Permitted Uses

Those uses indicated as being permitted in the "R-4 (Patio Home Residential) District" in Subsection 14.10 (Use Chart), as it exists or may be amended.

2.2.1.3 Area, Yard, and Bulk Requirements

The following area, yard, and bulk requirements apply to all development in the SF-U District:

Chart 1: Building Requirements, Single Family Urban District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 4,000 sq ft
		Lot width: 40'
		Lot depth: 90'
		Front setback (front-loaded garage): 20' (garage); 10' (building)
		Front setback (rear-loaded garage): 10'
		Rear setback (front-loaded garage): 10'
		Rear setback (rear-loaded garage): 20'
		Side setback (of corner lot): 5' or 0'/10' (15')
2. Other Regulations	(a) Floor Area	Total floor area shall not be less than 1,000 square feet.
	(b) Landscaping Requirements	1. Refer to Subsection 14.04.006 City of Sherman Zoning Ordinance for landscaping requirements. 2. Lots have setbacks of ten (10) or less no front yard trees shall be required. 3. Lots having building setbacks of greater than (10) feet one (1) front yard tree shall be required.

2.2.2 SF-UA, Single Family Urban Attached District

2.2.2.1 Purpose

The Single-Family Urban Attached (SF-UA) District is intended to provide for a variety of residential housing types and densities on individually platted lots or multiple units on a single lot. The district standards shall conform to the requirements of the base zoning district R-TH (Townhome Residential), as it exists or may be amended, except as otherwise provided by this Ordinance.

2.2.2.2 Permitted Uses

Those uses indicated as being permitted in the "R-TH (Townhome Residential) District" in Subsection 14.10 (Use Chart), as it exists or may be amended.

2.2.2.3 Area, Yard, and Bulk Requirements

SF-UA zoned portions of the property shall be developed in accordance with the standards in the SF-U District or in accordance with the following SF-UA standards:

Chart 2: Building Requirements, Single Family Urban Attached District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 1200 sq. ft.
		Lot width: 20'
		Lot depth: 60'
		Front setback (front-loaded garage) 1. Lots width of 25' or more: 20' 2. Lots less than 25' wide shall not have front loaded garages.
		Front setback (rear-loaded garage): 10'
		Rear setback (front-loaded garage): 15'
		Rear setback (rear-loaded garage): 20'
		Street side setback: 15'
		Interior side setback: 0'
2. Other Regulations	(a) Maximum Building Length	The maximum allowable building length shall not exceed 20 homes in a row.
	(b) Landscaping Requirements	1. Refer to Subsection 14.04.006 City of Sherman Zoning Ordinance for landscaping requirements; 2. Lots have setbacks of ten (10) or less no front yard trees shall be required. 3. Lots having building setbacks of greater than (10) feet one (1) front yard tree shall be required.

2.2.3 VMU, Vertical Mixed-Use District

2.2.3.1 Definition; Purpose

A Vertical Mixed-Use (VMU) District allows for vertical mixed-use buildings in which the ground floor of residential buildings shall be built to combine commercial-ready standards for retail, office and/or residential uses. The floors above the ground floor are occupied residential or office units. The VMU district standards shall conform to the requirements of the base zoning district C-1 (Retail Business), as it exists or may be amended, except as otherwise provided by this PD and further restricted or excepted herein.

2.2.3.2 Permitted Uses

1. The permitted uses of the ground floor portion of each building shall be those uses indicated as being permitted in the "C-1 (Retail Business) District" in Subsection 14.10 (Use Chart), as it exists or may be amended. Retail uses, excluding offices, shall be limited to the ground floor and a maximum of 15% of the building. Offices shall be limited to the bottom 3 floors of a building.

2. The following uses below are permitted within the Vertical Mixed-Use District in addition to the permitted uses "C-1 (Retail Business) District": Farmers market, indoor or outdoor, Food truck lot (with an SUP), Minor Convenience Store without Gas Pumps, Private Clubs (with an SUP), Tattoo studio (with an SUP), Dwelling, Multi-family.
3. Live/work units, defined as a residential unit consisting of both an office and a residential component that is occupied by the same resident, may count toward the mixed-use requirements.
4. Standalone commercial buildings are not allowed. A building must be either a single-use residential building or mixed-use building.

2.2.3.3 Area, Yard, and Bulk Requirements for Housing Types

The following area, yard, and bulk requirements apply to all residential developments in the VMU District:

Chart 3: Building Requirements for Vertical Mixed Use Building, Vertical Mixed Use District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 8,000 sq ft
		Lot width: 80'
		Front setback: 12'
		Side setback: 0'
		Rear setback: 10'
	(a) Floor Area Minimum, Dwelling	Efficiency Unit: 430 sq ft per unit
		One-Bedroom Unit: 500 sq ft per unit
		Two or more bedroom unit: 750 sq ft per unit
	(b) Building Area	The maximum allowable building area, including main and accessory buildings, shall not exceed 80% of the gross area of the lot or tract of land.
	(c) Height Regulations	1. No building shall exceed 80'.
		2. An additional 10-foot front yard setback is required for that portion a structure over 60' in height.
	(d) Parking Regulations	Parking lots must be located behind front building facades or inside of the building itself.
	(e) Maximum Density	1. 65 dwelling units per net acre, single use
		2. 85 dwelling units per net acre, mixed-use
	(f) Minimum Building Separation	1. If project is a wrap, podium, or similar more urban style development with alternate access to parking, the setbacks and building separation may be on 0' on the "interior" lot lines of the project.

2.3 COMMERCIAL STANDARDS

2.3.1 C-1, (RETAIL BUSINESS) DISTRICT

2.3.1.1 Purpose

The C-1 (Retail Business) District standards shall conform to requirements for base zoning district C-1 (Retail Business), as it exists or may be amended, except as otherwise provided by this Ordinance.

2.3.1.2 Permitted Uses

Those uses indicated as being permitted in the "C-1 (Retail Business) District" in Subsection 14.10 (Use Chart), as it exists or may be amended.

The following uses also are permitted within the C-1 (Retail Business) District: Farmers Market, indoor or outdoor, Food Truck Lot (with an SUP), Convenience Store with Gas Pumps, Private Clubs (with an SUP), Tattoo Studio (with an SUP), and Vertical Mixed-Use.

2.3.1.3 Area, Yard, and Bulk Requirements

C-1 zoned property may be developed in accordance with the standards in the VMU District for mixed-use buildings or in accordance with the following standards:

Chart 4: Building Requirements for C-1 (Retail Business) District

1. Minimum Requirements for Lot Area, Width and Setback		Lot area: 8,000 sq ft
		Front setback: 1. 10' if no parking occurs between the building and R.O.W; 2. 25' if parking occurs between the building and R.O.W.
		Side setback: 0'
2. Other Regulations	(a) Building Area	The maximum allowable building area, including main and accessory buildings, shall not exceed 80% of the gross area of the lot or tract of land.
	(b) Parking Regulations	1. Parking lots must be located behind front building facades or inside of the building itself. 2. Refer to Section 4.5 Parking.

3 ARCHITECTURAL STANDARDS

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

3.1 SF-U AND SFA-U DISTRICT DESIGN STANDARDS

1. Residential buildings shall front onto public streets and sidewalks.
2. No blank walls shall face public streets.
3. Overall, walls and roofs should include separations, changes in plane and height, and architectural elements to add visual details.
4. Facade
    a. Exterior wall construction for residential structures shall consist of a minimum of 70% of the following building materials:
        (a) Masonry
        (b) 3-step stucco
        (c) Glass
        (d) Cementitious plank siding
        (e) Wood siding
    b. A maximum of 15% of any exposed exterior wall may consist of Exterior Insulation and Finish Systems (EIFS).
5. Residential Development Signage: each Residential development shall be allowed one monument sign with a maximum height of 12’ and maximum effective area of 60 square feet at each entry into the Development. Related architectural features (such as clock towers, obelisks, etc.) may be 16’.
6. Residential Development Lighting: the design of the building’s exterior light fixtures shall be architecturally compatible to the character of the development.

3.2 VMU AND C-1 DISTRICT DESIGN STANDARDS

This section includes descriptions and standards for the Vertical Mixed Use and the Commercial District.

3.2.1 Core Principles of Mixed Use Development

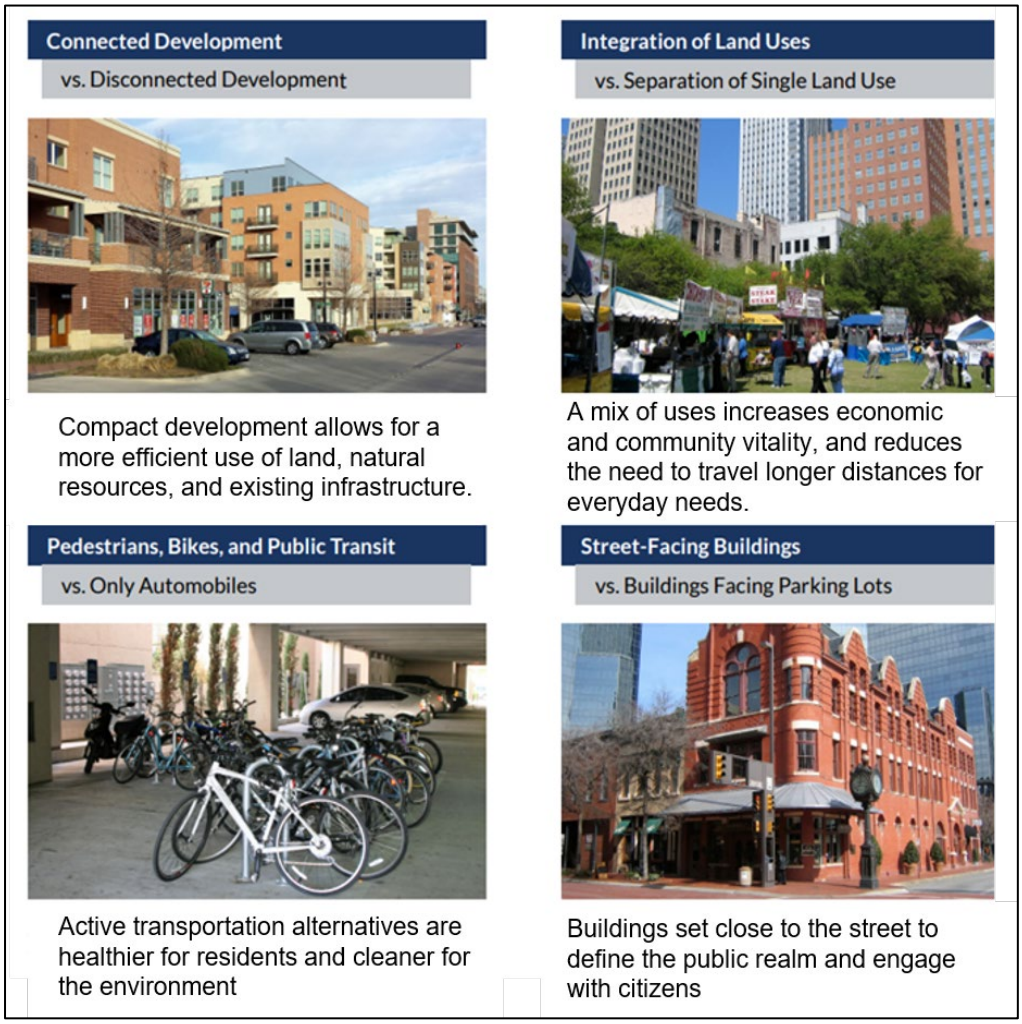


Figure 1: Visual examples of the core mixed-use design principles

3.2.2 Building Placement Guidelines

1. The building must be pulled up to the street. Primary entrances must be prominent and street-facing.
2. No on-site surface parking lot is permitted between the building and the street.
3. On-site surface parking areas must be located to the rear of the building.
4. Surface parking shall not be permitted between a building front and the street, with the exception of angled, perpendicular, or parallel parking that is designed to function as on-street parking.

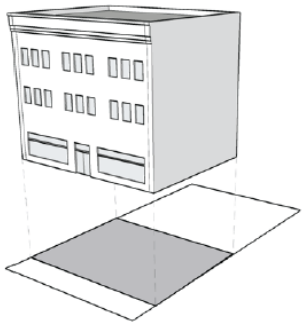


Figure 2: Illustration of Vertical Mixed Use building placement

3.2.3 GUIDELINES FOR ALL BUILDINGS

The following are guidelines for all buildings in the VMU and C-N Districts.

3.2.3.1 Façade Variation

3.2.3.1.1 Articulation

Each building oriented to a publicly accessible street or open space must incorporate architectural elements to add interest, create shadow and excitement, and provide articulation.

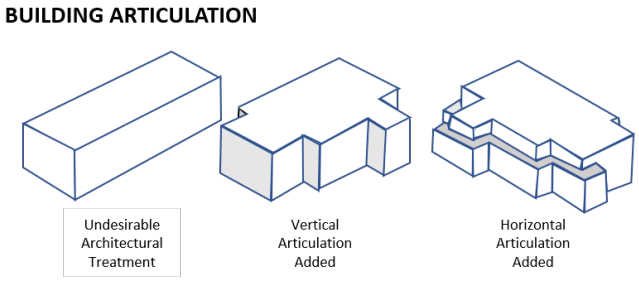


Figure 3: Illustration of articulation

3.2.3.1.2 Variation

Buildings facades shall have no more than 30' horizontal or 40’ vertical space without a feature in order to add scale to a structure and break up large expanses of unadorned walls. Such breaks may include, but are not limited to recesses, projections, windows, roofs, alcoves, porticoes, oriels, awnings, galleries, banding, change in building materials, building façade insets, artwork, etc. Commercial ground floors may substitute glass walls for first floor articulation.

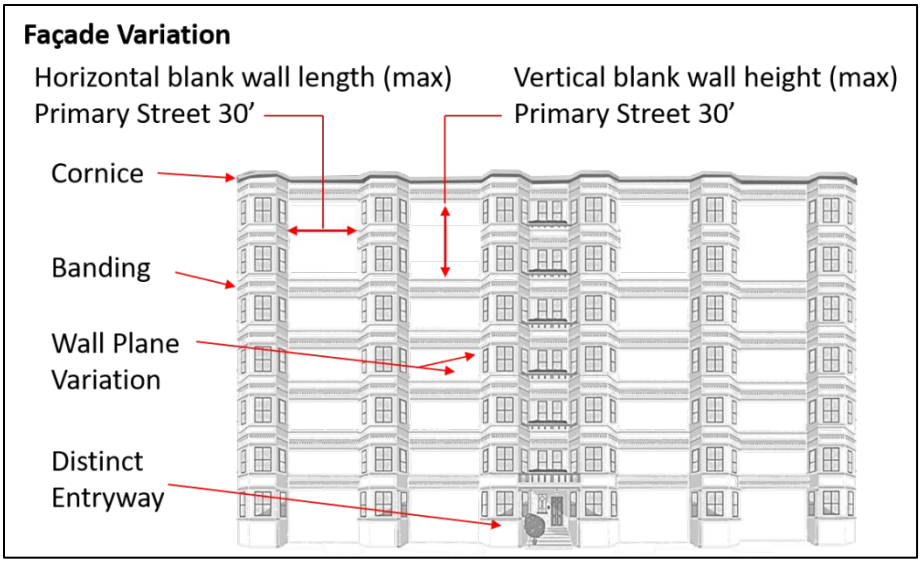


Figure 4: Illustration of façade variation

3.2.3.1.3 Exceptions to Articulation and Variation Guidelines

Articulation and variation requirements shall be waived on ground floor façades that consist of at least 75% transparent walls.



Figure 5: Example of articulation and variation exception

3.2.3.2 360-Degree Architecture

Blank walls are not desired; therefore all sides of a building shall incorporate architectural features complimentary to the overall building design and primary building façade. Buildings may have primary and secondary façades that are treated differently with similar complimentary materials and colors.

3.2.3.3 Transparency in buildings with ground floor commercial use

1. The ground floor façade shall have transparent surfaces covering a minimum of 60% of the street-fronting, street-level.
2. Transparent treatments shall encourage interaction between the pedestrian and the ground-story space and allow pedestrians to view activities inside the building or displays related to those activities.
3. Transparent surface area must allow views into the ground-story use for a depth of at least 4'.

4. The transparent material must be clear or unpainted, or, if treated, must be translucent. Spandrel glass or back painted glass does not comply with this provision.
5. No more than 25 continuous linear feet of street-fronting façade may lack a transparent surface (e.g. a window or a transparent door).

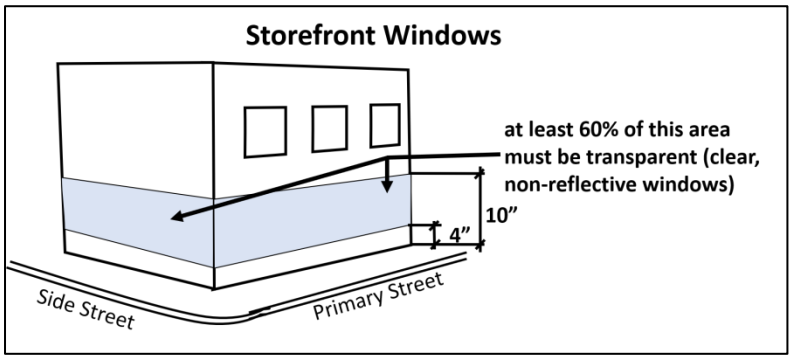


Figure 6: Illustration of commercial use transparency

3.2.3.4 Building Materials

A combination of materials, textures, colors, and finishes shall be utilized to create visual interest.

3.2.3.4.1 Façade Building Materials

Durable synthetic building materials that convincingly match the appearance of natural building materials may be used as a primary building material. Not less than 60% of all building facades (not including door and window areas) facing publicly accessible streets or open space shall be constructed of the following materials:

(a) Stone
(b) Brick
(c) Colored and textured masonry product designed to simulate brick or stone
(d) Architectural tile
(e) Embossed or pre-finished architectural metal panel
(f) Stucco
(g) Glass block
(h) Terra cotta
(i) Patterned pre-cast concrete
(j) Cement plaster
(k) Cement board siding
(l) Cast stone or prefabricated brick panels
(m) Split-face block
(n) Concrete finishes or precast concrete panels (tilt wall) incorporating exposed aggregate, hammered, or sandblasted surfaces, or covered with a decorative cement-based acrylic coating
(o) Non-durable building materials such as EIFS (Exterior Insulation and Finish System) may not be used in the first three feet above sidewalk level of a building.

3.2.3.4.2 Accent Building Materials

In addition to the above materials, acceptable accent materials include decorative precast concrete block, metal, stone, cladding, and glass block

3.2.3.4.3 Façade Materials, Maximum

Excluding the area for doors and windows, no single cladding material may constitute more than 70% of the total surface area of a street-facing façade. Smooth-face concrete masonry units are prohibited on street-facing façades.

3.2.3.4.4 Facade Colors

Building trim and accent areas may feature brighter colors, including primary colors when complementary to the coloration of the primary facade and consistent with the architectural design of the building.

3.2.3.5 Murals and Graphic elements

Murals, art, and other graphic elements not containing a commercial message are allowed on all buildings and no permit is required to install these elements provided that the graphic was included as part of the building permit for the structure to which it is attached. A mural shall be determined to have a **commercial message if it is an** advertisement intended to sell or promote goods, services. Murals and graphic elements shall not be counted toward allowed sign area.



Figure 7: Example of murals and graphic elements

3.2.3.6 Blank Wall Treatment

Blank walls may not be the primary façade on any building. All sides and areas of buildings that are visible to the public should be treated with materials, finishes, architectural details, or graphic elements that are of high-quality and appropriate for use on the primary street-facing façade.

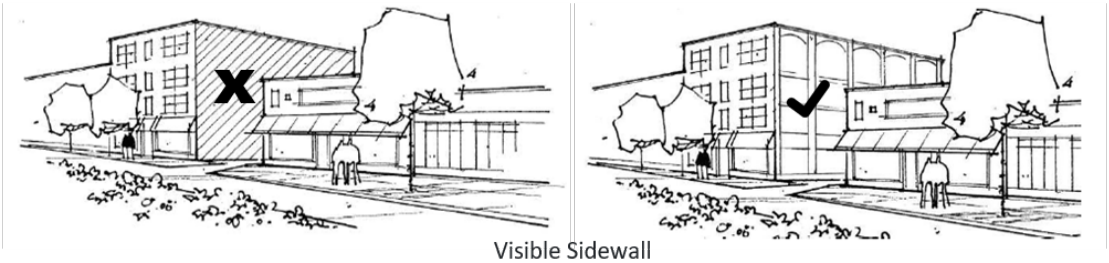


Figure 8: Example of blank wall treatment

3.2.3.7 Building entries

1. All street-fronting street-level portions of a building must have windows and primary entrances facing the street.
2. The primary entrance of a building shall have a clearly defined, highly visible customer entrance with distinguishing features.
3. The principle building must have its main entrance from a public sidewalk, plaza, or from a private sidewalk or plaza that is publicly accessible through a public use easement.
4. Primary entrances shall not be from a parking lot.
5. Clearly defined secondary entrances from parking lots are desirable.

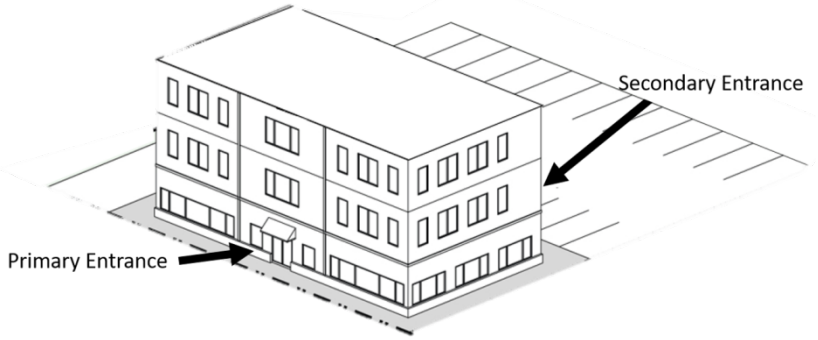


Figure 9: Illustration of primary and secondary entrance

6. All public building entrances for commercial developments and primary entrances for residential units must incorporate design features that protect pedestrians from the sun and rain.
7. Each retail use with exterior ground level exposure along a street or public space shall have an individual public entry from the street or public space.
8. Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas or courtyard entrances to a cluster of shops or businesses.
9. Entrances to corner buildings with ground floor retail uses shall be located at the corner of the primary street and shall have chamfered building corners at least ten feet from the corner setback. Building corner chamfers may be limited to the street level story.

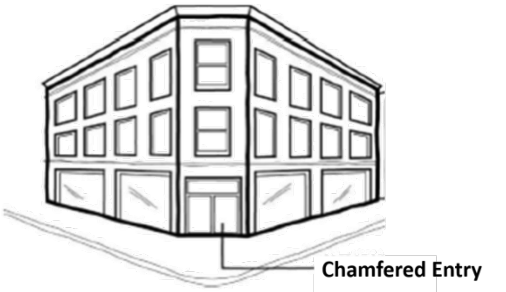


Figure 10: Example of a chamfered entry

3.2.3.8 Sign Regulations

The purpose of this section is to regulate signs to ensure consistency with the urban pedestrian-oriented nature of this district, and the dense, compact development. When a sign is erected or placed before a permit is obtained, the permit fee shall be double.

3.2.3.8.1 Compatibility with Building Architecture

Signs should generally be designed to be compatible with the architectural composition of the building and the district and not obscure any architectural accent, pattern, or object on the original structure.

3.2.3.8.2 Sign Materials

Sign finish materials shall be one of the following:

(a) Metal, painted or enameled.
(b) Cold cathode tube (neon).
(c) Carved relief in stone or cast stone.
(d) Wood or carved wood which is painted or sealed.

3.2.3.8.3 Electronic and Lighted Signs

1. Buildings and signs may be illuminated by remote light sources provided that these light sources are shielded to protect adjacent properties.
2. No illuminated sign may contain flashing or moving elements.

3.2.3.8.4 Pedestrian Clearance

A minimum clearance of seven feet shall be maintained below signs that are located over a walkway area measured from the walkway surface to the lowest part of the sign. (Exception: projecting signs that extend no more than 20 inches from a wall.)

3.2.3.8.5 Signs Exempt

Signs with a sign area under four square feet and used in the operation of a business, such as hours of operation, credit cards accepted , and parking information shall not require a sign permit.

3.2.3.8.6 Signs Allowed/Prohibited

The following signs shall be allowed:

1. All signs specifically permitted in Section 3.2.3.8.7

The following signs are prohibited:

1. Any sign that includes flashing, blinking, rolling, revolving, or is put into motion by the atmosphere will not be permitted.
2. Portable signs, except for a-frame or sandwich board signs, will not be permitted.
3. Billboards

3.2.3.8.7 Permitted Signs

1. A-frame/Sandwich Board Sign
2. Armature Sign
3. Awning Sign
4. Directory Sign
5. Hanging Sign
6. Institution Sign
7. Marquee Sign
8. Mural Sign
9. Onsite Directional Sign
10. Projecting Sign
11. Wall Sign - Attached
12. Window Sign

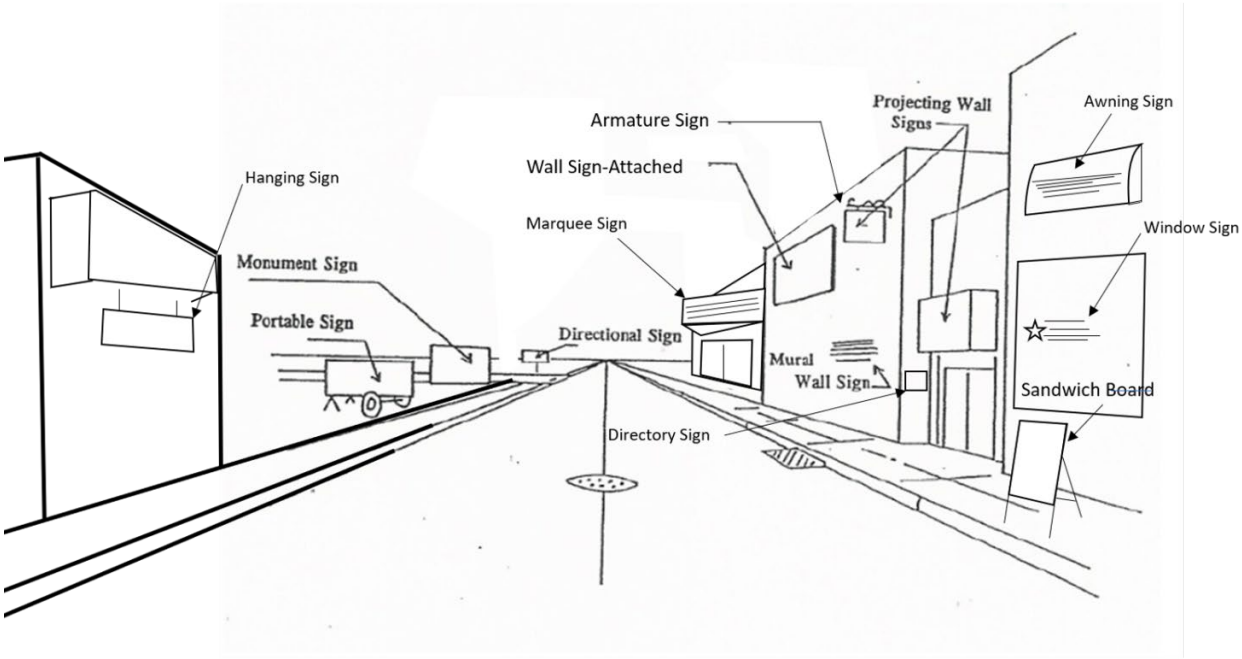


Figure 11: Illustration of sign types

3.2.3.8.8 Sign Standards

3.2.3.8.8.1 General

1. Each business with direct first floor access is permitted one hanging, awning, or wall sign and one armature sign per street frontage.
2. Rear entry to a business shall have signage to orientate customers.

3. The sign area shall be calculated based on the width of the building's facade to which the sign is attached. The maximum permitted sign area for a single business or single storefront shall be three square foot per linear foot of business frontage along a public street or alley. The width of the sign structure shall not exceed the width of the building's linear frontage. The maximum height of the sign structure shall not exceed one-third of the total height of the wall to which it is attached.

3.2.3.8.8.2 A-frame/Sandwich Board Signs

No more than one a-frame or sandwich board sign per business shall be allowed, and a minimum of four feet of clear sidewalk shall be maintained at all times. The sign shall be sufficiently weighted or anchored to prevent movement by wind or other elements. No a-frame or sandwich board sign shall exceed eight square feet per face or four feet in height. The entire sign structure shall be calculated as the total of sign area.

3.2.3.8.8.3 Armature Signs

The sign area of any one face shall not exceed 16 square feet in area. The maximum height of an armature sign structure shall be six feet. The maximum width shall be four feet. An armature sign may be placed adjacent to the public right-of-way provided it does not encroach on the sight visibility triangle and is a minimum of six feet from the outside curb line.

3.2.3.8.8.4 Awning Signs

The awning sign shall be located within the center 75% of the frontage of the awning, the tenancy, or the building face, whichever is least. Awning signs must maintain a minimum border of one inch between the letters or logo and the edge or a change of plane.

3.2.3.8.8.5 Building Identification Signs

Each building is permitted one building identification sign per abutting street. Building identification signs shall be considered as projecting signs or wall signs, attached or painted.

3.2.3.8.8.6 Directory Signs

On multi-tenant buildings where there are two or more tenants without direct outside access to a public street, a directory sign may be allowed. One directory sign per street, alley, and entry is permitted. A directory sign may take the form of an armature sign, projecting sign on ground floor of a building, or wall sign on ground floor of a building and must follow the regulations for each. A directory sign may contain four square feet, with an additional one-and a-half square feet, for each tenant having a separate lease space, up to a maximum area of ten square feet.

3.2.3.8.8.7 Hanging Signs

Hanging signs must maintain a minimum clearance of seven feet above the sidewalk and one foot from the curb. No hanging sign area shall exceed six square feet in area per face.

3.2.3.8.8.8 Marquee Signs

Marquee signs shall be permitted only on a theater or performance hall. Only two marquee signs shall be allowed for each building containing a theater or performance hall .A marquee sign may have backlighting, exposed incandescent bulbs, or neon lighting. Marquee signs must

not exceed eight feet in height and must maintain a minimum clearance of eight feet above the sidewalk.

3.2.3.8.8.9 Mural Signs

The provisions of this subsection shall not apply to Murals and Graphic Elements included as part of the building permit for the structure to which it is attached. Scanner murals, art, and other graphic elements advertising a business shall have a backing frame or support and shall counted toward allowed sign area for that business and meet the general guidelines for signage. Murals for advertising a business shall not be painted on the surface of the building.

3.2.3.8.8.10 Onsite Directional Signs

Onsite directional signs shall not exceed eight square feet or 30 inches in height and shall not contain advertising.

3.2.3.8.8.11 Projecting Signs

Projecting signs greater than 20 inches in width must maintain a minimum clearance of seven feet above the ground or sidewalk and two feet from the curb. A projecting sign must not extend above the wall to which it is attached. A projecting sign located within seven feet of the ground or sidewalk shall not exceed five square feet in area per face. The area per face of a projecting sign located over seven feet above the ground or sidewalk shall be calculated based on the total height of the wall to which the sign is attached at one square foot per one foot of wall height. The maximum height of the total sign structure shall not exceed one-third of the total height of the wall to which it is attached and shall not project more than six feet.

3.2.3.8.8.12 Wall Signs - Attached

An attached wall sign must be mounted parallel to the wall surface. Attached wall signs may not project more than six inches from the wall surface.

3.2.3.8.8.13 Window Signs

No window sign or signs shall cover more than 25% of any individual window. Window sign area shall not exceed 40 square feet on any facade.

3.2.3.8.8.14 Institution Signs

Institution signs shall not exceed 32 square feet with a maximum height of six feet, and shall be monument-type signs.

3.2.3.9 Roof Types

All roof types are permitted. When flat roofs are used, a wall having a three-dimensional treatment shall conceal them.

3.2.3.10 Loading Areas

1. Loading and refuse collection areas shall not be permitted between buildings and streets. Loading areas and refuse collection areas shall not face toward any street and must be screened from view of public and private streets and rights of way.
2. Streets shall not be used directly for loading, unloading.

3. Buildings and improvements upon lots must be designed to properly accommodate loading, unloading, and refuse collection.
4. At least one off street loading space shall be provided and maintained on the same lot with every building or part thereof having a gross floor area of 10,000 square feet or more.
5. Off street loading spaces may not block use of required parking space areas of site or adjacent sites.
6. All loading and unloading shall be performed on the site. Such on site loading areas shall be in addition to required off street parking and shall not be located within driveways.
7. Each loading area shall be not less than 12' wide, 25' long, and if enclosed or covered, 14' high. Adequate turning and maneuvering space must be provided on the site.

4 LANDSCAPE STANDARDS

The following standards shall apply to the development of private and public areas of green space and landscape elements such as signage, lighting, screening, and parking.

4.1 SIGNAGE AND WAYFINDING

1. Unless specifically addressed in this Ordinance, the signage and wayfinding shall conform to the Sign Requirements set forth in the city of Sherman Code of Ordinances. A sign plan is required at the time of Detailed Site Plan submittal. A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed. Wayfinding and signage may conform generally to the design pallet, theme, and architectural elements of the Development.
2. Upon submittal of an acceptable sign plan, the Director may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD.
3. A Development identification element at the main entrances to a district may have signage or artwork that is up to 30’ tall and have other related features such as planters, trellis elements, water features, statues, monuments or other features to enhance and add character to the Development.

4.2 LIGHTING

4.2.1 PEDESTRIAN TRAILS

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

4.2.2 STREETS

Decorative or themed lighting to create a special pedestrian street environment will be allowed. Use of landscaping, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

4.2.3 PARKING LOT

Standard poles and fixtures shall be compatible with the architecture of the building.

4.2.4 STREET LIGHTING

1. All new developments should provide pedestrian scaled streetlights where feasible.
2. All alleys should have lights mounted on outbuildings or garages.
3. Outdoor lighting should create and encourage a pedestrian friendly environment.
4. Street lighting should be designed to be appropriate to its neighborhood identity.
5. Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.
6. Lamp posts should be placed within a minimum of one foot from the sidewalk.
7. To create a consistent and pleasing character throughout the Development, where applicable, the style of the street fixtures should be consistent.

4.3 FENCES AND SCREENING

The purpose of these standards is to promote walkability and a sense of community, by creating a visually open look that encourages human interaction and mobility.

1. All uses within the VMU and C-N districts shall provide a screening device as an enclosure for garbage and trash containers.
2. The districts or a group of buildings within the districts may not be walled, fenced, or restricted from general public access.
3. To promote an inclusive and walkable community experience, complexes and subdivisions with perimeter fencing along public streets are prohibited.

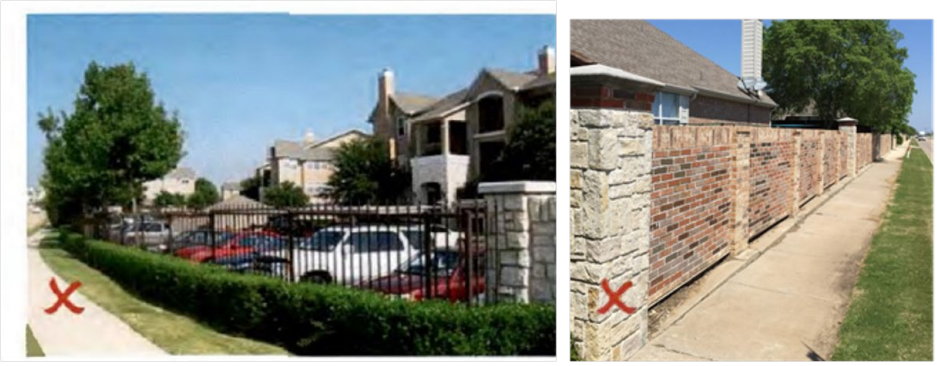


Figure 12: Example of prohibited perimeter fencing

4. Excluding SF-U and SF-UA rear yard fencing, all fences and walls along public street frontage or public open space cannot be taller than 4’ and must be open style.



Figure 13: Example of open style fencing

5. Exterior fences and gates located along public streets, along private streets or walkways that are publicly accessible through a public use easement, or along publicly accessible open space shall not extend beyond building facades.
6. For a private residential patio or yard, or a commercial outdoor dining area, a fence, railing, or low wall may extend beyond the building facade if the following requirements are met:
    a. Fences, railings, and walls must not exceed 4’ in total height as measured from the ground to the top of the fence, railing and/or the wall however;
    b. For elevated residential stoops the total fence, railing, and/or wall height must not exceed 5’ total.
7. Roof-based mechanical equipment shall be screened from view of adjacent properties and public rights-of-way.
8. Visual screening of trash and machinery shall be regulated by Subsection 14.04.003 City of Sherman Zoning Ordinance.

4.4 PARKING

Upon submittal of an acceptable comprehensive parking plan the Director may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval.

4.4.1 ON-STREET PARKING

The presence of parked cars provides a physical barrier between traffic lanes and sidewalks, thereby lessening the impact of moving traffic on pedestrians. On-street parking also facilitates food delivery and encourages safe passenger drop off and pickup.

1. On street parking is permitted in all areas.
2. On-street parking within 200’ of a lot shall be counted toward the total required parking for that lot.

4.4.2 OFF-STREET PARKING

1. Off-street parking shall not be permitted between a building front and the street.

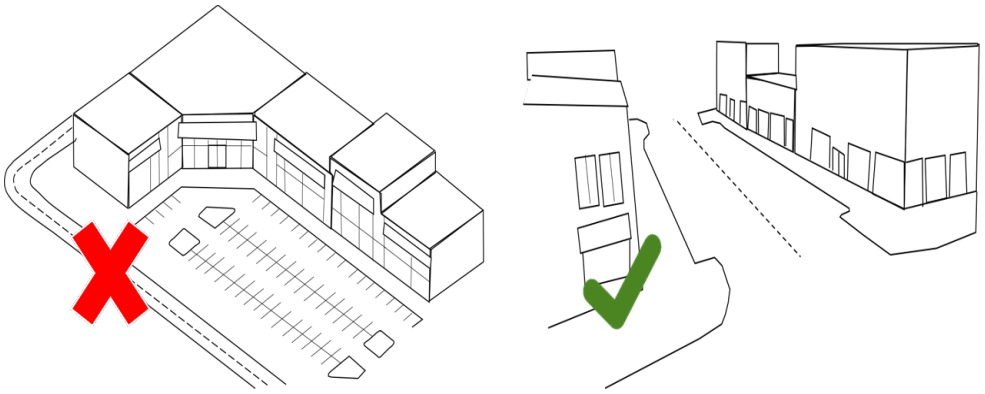


Figure 14: Illustration of prohibited off-street parking and permitted on-street parking

2. One full level of a multi-level parking structure at or below grade must be open for general public parking.

4.4.3 Minimum Parking Requirements

1. Refer to Subsection 14.04.003 City of Sherman Zoning Ordinance, as it exists or may be amended, for parking regulations for minimum requirements.
2. Walk-up ATMs require no parking.

5 PARKS, TRAILS AND OPEN SPACE STANDARDS

Parks and Open Space Standards will demonstrate open space and park standards including types of amenities, trail connections, and the responsibility of management of parks and open space within the Planned Development.

The Open Space Guideline Plan is attached as Exhibit C and shall serve as the guiding document for the locations and types of open spaces and trails that shall be provided on the property. The exact location of each open space shall be determined at the time of the Detailed Site Plan.

5.1 OPEN SPACE

Open space is intended to retain the natural landscaping and may be enhanced to increase community enjoyment. The majority of the Open Space will remain a place of beauty and preservation to create a natural and scenic landscape.

5.2 STREETS AND SIDEWALKS

In order to improve walkability and to create a fine network of streets and sidewalks that accommodate bicyclists and pedestrians, providing a variety of routes for all users, streets and sidewalks shall follow the guidelines set forth below.

5.2.1 Streets

All streets must be dedicated as public streets, or if the city does not accept the dedication of some or all as public streets, the streets that have not been dedicated as public streets must be platted as private streets. All streets are to be open for public use and may not be gated or have restricted access, except as may be permitted for special events.

5.2.1.1 Street Design

Street Design must be organized into blocks created by a connected grid of streets. A variety of street types and block sizes may be incorporated to create the grid, including diagonal, off-set, and angled streets. Cul-de-sacs and curvilinear streets are prohibited, except where needed to account for major natural features or to follow the Master Thoroughfare Plan of Sherman.

5.2.1.2 Block Size

The maximum block size is 5.75 acres.

5.2.1.3 Block Length

The maximum block length is 600', with a desired typical block length of 400'. The block length is the distance along a street face uninterrupted by an intersecting street, transit right-of-way, and/or public usable open space. Block lengths can be reduced to accommodate specific site conditions or design requirements.

5.2.2 SIDEWALKS

1. Sidewalks are required on both sides of all major and minor streets.
2. Trees, landscaping, outdoor dining areas, bicycle racks, and street furniture may be placed on or within a sidewalk, but a minimum clearance width equal to the minimum sidewalk width must be maintained.
3. All walkways are to be open to the public unless designated as private.
4. In addition to concrete, alternative paving materials including, but not limited to, pavers, colored concrete, and stamped concrete are allowable materials to be used in the right-of-way.
5. Cement-stabilized sand base can be used for pedestrian walkways.

5.2.3 BIKE ROUTE

The current bike route on East Brockett Street shall continue to East Tuck Street. On-street bike routes shall be designated by signage. Where possible, bike routes should connect to existing or planned trails or sidewalks. Bike routes are encouraged.

5.2.4 CONNECTIVITY

Connections must be made to provide direct pedestrian and bicycle access from development to adjacent sidewalks, trails, parks, transit stops, and other connections where feasible. Pedestrian access must be provided by connection to any sidewalks or walkways on adjacent properties that extend to the boundaries. Access drives/aisles/access easements should be extended to property boundaries in order to provide for connectivity with future development(s).



Figure 15: Illustration of Single Family Urban & Attached Single Family Street Sections

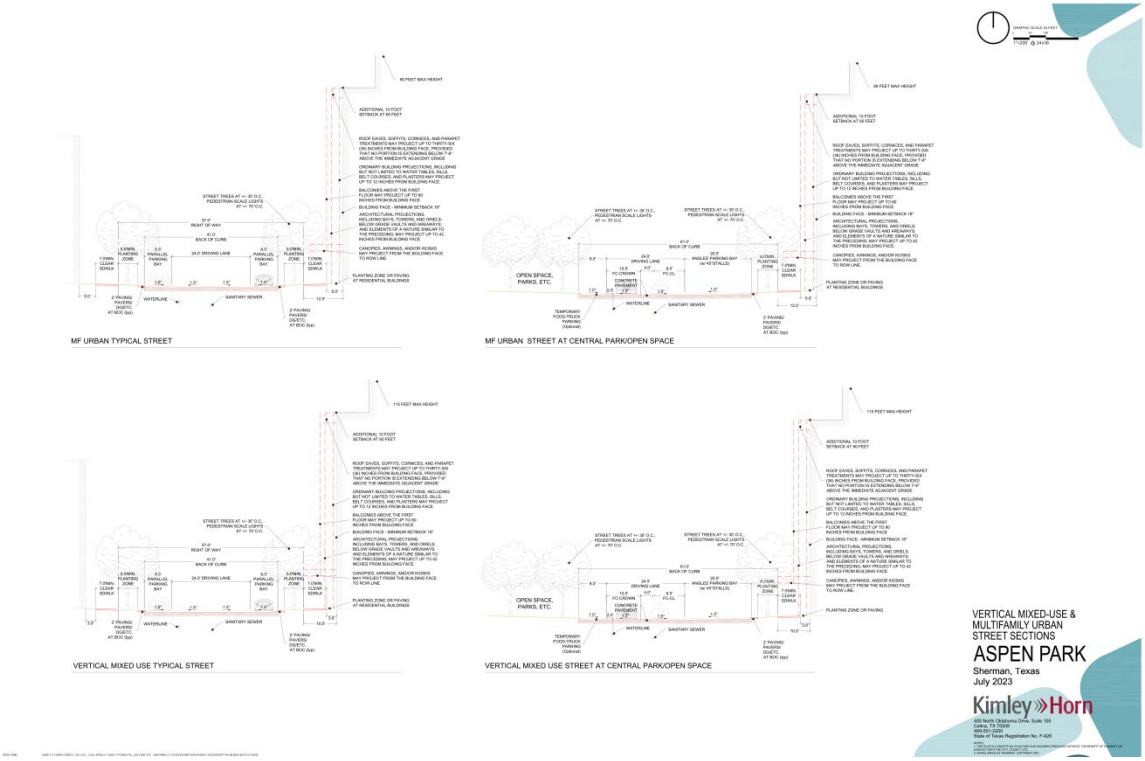
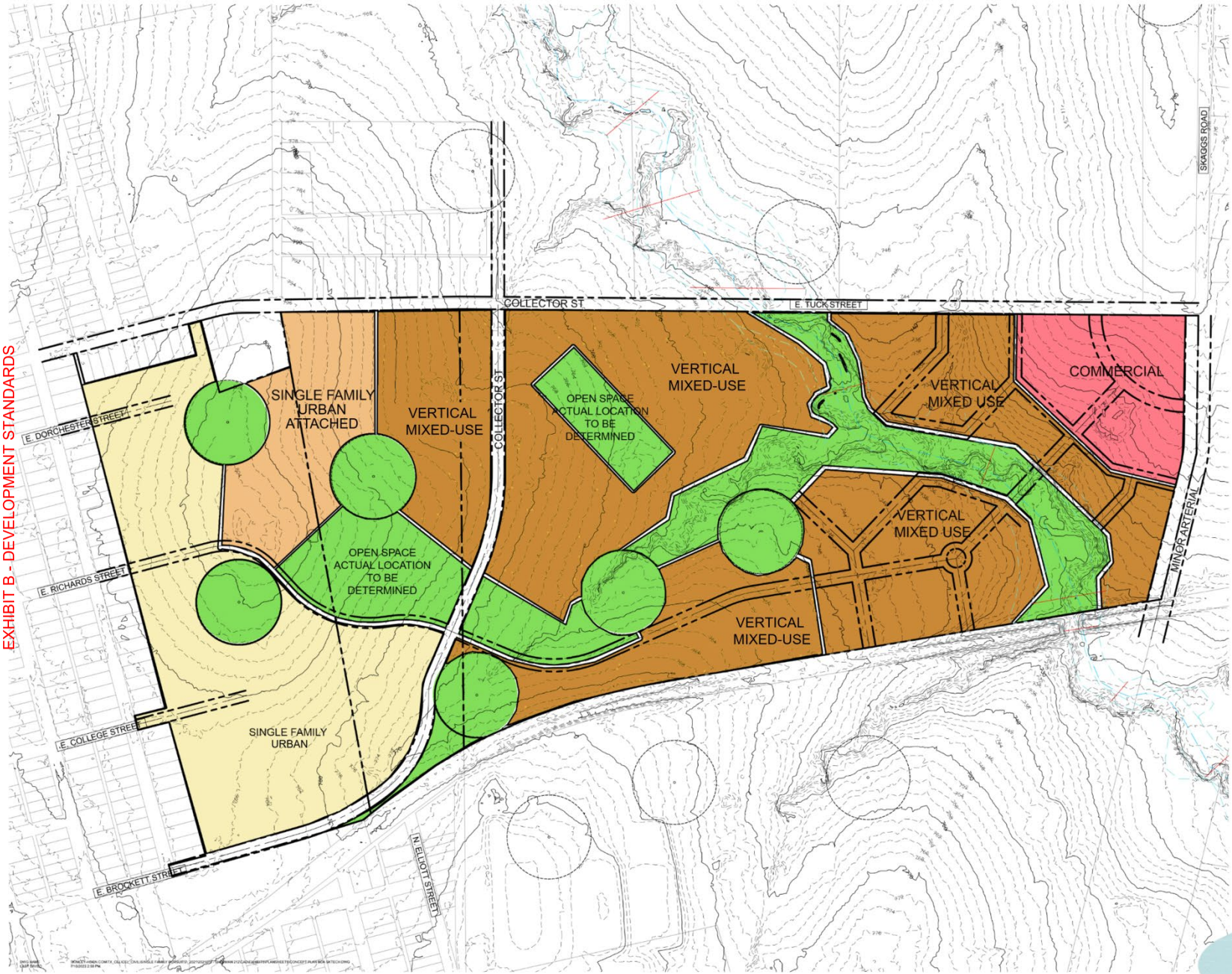


Figure 16: Illustration of Vertical Mixed-Use & Multifamily Urban Street Sections

EXHIBIT B - DEVELOPMENT STANDARDS



GRAPHIC SCALE IN FEET
1"=200' @ 24x36

UNITS	ACRES	
	40.0	Usable Open Space (18% minimum/no less than 40 acres)
	1.9	1/2 OF MINOR ARTERIAL
	11.6	COMMERCIAL
6650	91.1	VERTICAL MIXED-USE (VMU)
125	11.4	SINGLE FAMILY URBAN ATTACHED (SFUA)
225	37.5	SINGLE FAMILY URBAN (SFU)
7,000		

Note:
There is a minimum open space requirement of no less than 40 acres (18%). The location of which can be flexible depending on the engineering of the site.

EXHIBIT "A"

ASPEN PARK

Sherman, Texas
July 2023

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES
1. SITE PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021.


Exhibit B — Open Space Guideline Plan
E. BROCKETT STREET
E. COLLEGE STREET
E. RICHARDS STREET
E. DORCHESTER STREET
N. ELLIOTT STREET
ACTIVE OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
Exhibit A — Conceptual Plan
COLLECTOR ST
COLLECTOR ST
MULTIFAMILY OPEN SPACE
6' SIDEWALK CONNECTIONS
E. TUCK STREET
NATURAL OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
URBAN OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
MINOR ARTERIAL
SKAGGS ROAD
NOTES:
1. OPEN SPACES AND TRAIL LOCATIONS ARE APPROXIMATE AND WILL BE FINALIZED AT THE TIME OF FINAL DESIGN AND PLATTING.
2 ALL RESIDENTIAL UNITS WILL BE WITHIN A 5 MINUTE WALK (1,250 LF) OF OPENS SPACE, TRAILS, OR PARK.
EXHIBIT "B"
OPEN SPACE GUIDELINE PLAN
ASPEN PARK
Sherman, Texas
July 2023
Kimley»Horn

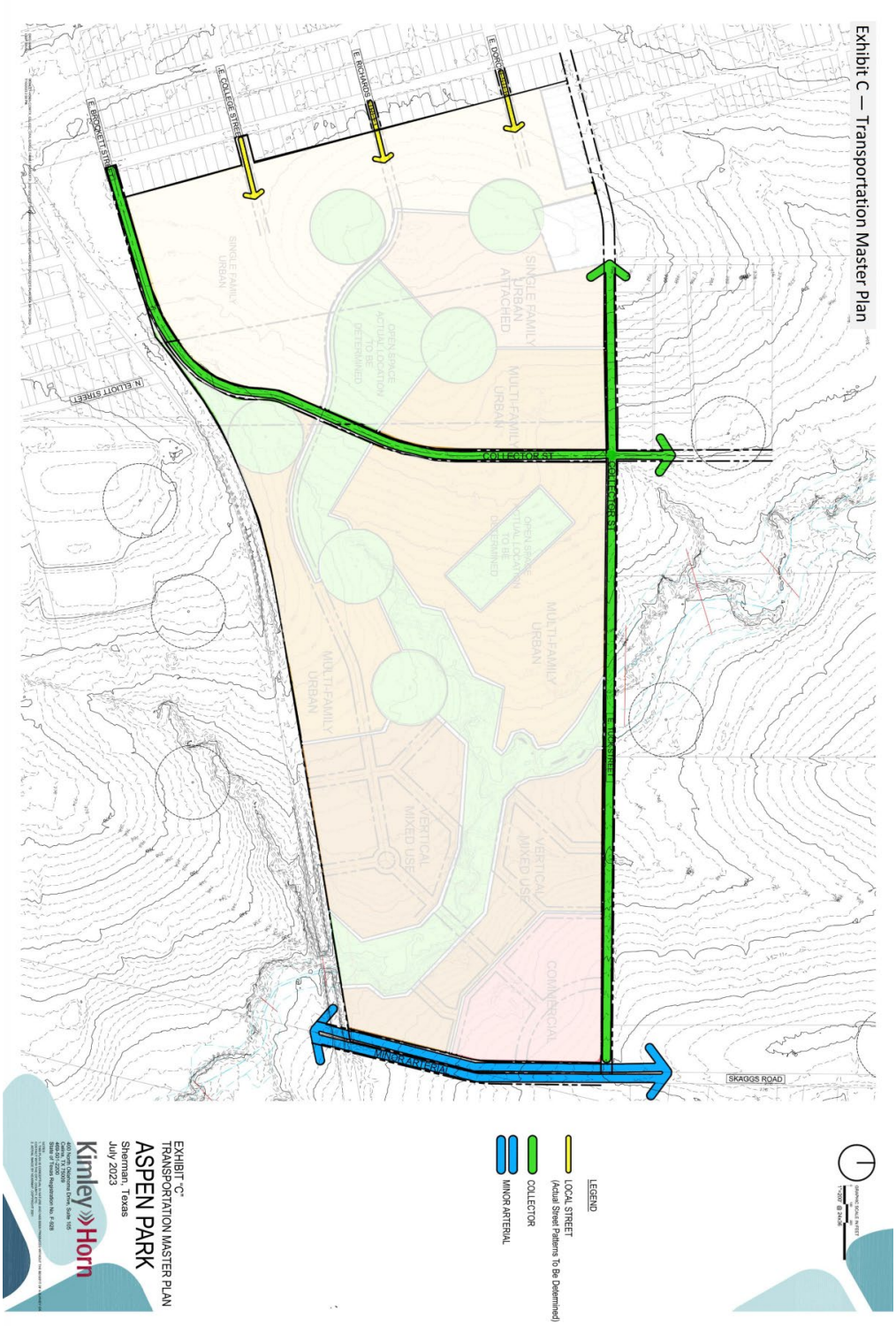


Exhibit C — Transportation Master Plan
E. BROCKETT STREET
E. COLLEGE STREET
E. RICHARDS STREET
E. DORCHESTER
N. ELLIOTT STREET
COLLECTOR ST
E. TUCK STREET
MINOR ARTERIAL
SKAGGS ROAD
SINGLE FAMILY URBAN
SINGLE FAMILY URBAN ATTACHED
MULTI-FAMILY URBAN
OPEN SPACE ACTUAL LOCATION TO BE DETERMINED
VERTICAL MIXED USE
COMMERCIAL
LEGEND
LOCAL STREET (Actual Street Patterns To Be Determined)
COLLECTOR
MINOR ARTERIAL
EXHIBIT "C"
TRANSPORTATION MASTER PLAN
ASPEN PARK
Sherman, Texas
July 2023
Kimley»Horn

AREA CALCULATIONS

Percentage	Units	Acres	
28%		58.5	Open Space
1%		1.9	1/2 Minor Arterial
5%		11.6	Commercial
Detached	225	37.5	SF Lots
Attached	125	11.4	
VMU	6,650	36.5	MIXED-USE
	7,000	157.4	Total Acres

Single Family Urban						
225	units		4,000 sf lots	40'x90'		
@	6	u/ac				
			37.5	acres		

Single Family Urban Attached						
125	units		1,200 sf lots	20'x60'		
@	11	u/ac				
			11.4	acres		

Vertical Mixed Use						
6,650	units		300	per phase	22	phases
@	65-85	u/ac				
			91.1	acres		

EXHIBIT C - ZONING EXHIBIT

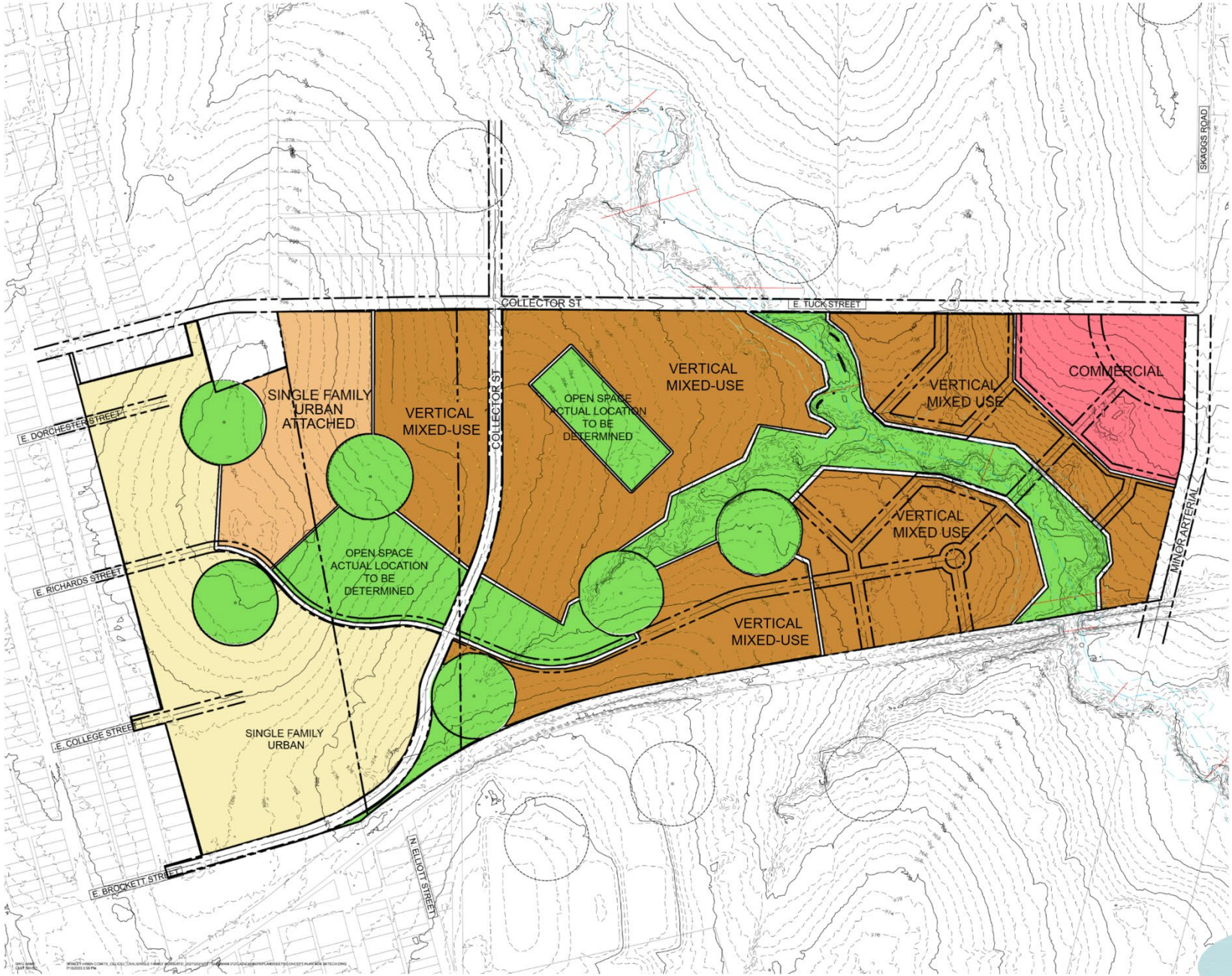


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EXHIBIT "A"

ASPEN PARK

Sherman, Texas
July 2023

Kimley»Horn
400 North Oklahoma Drive, Suite 105
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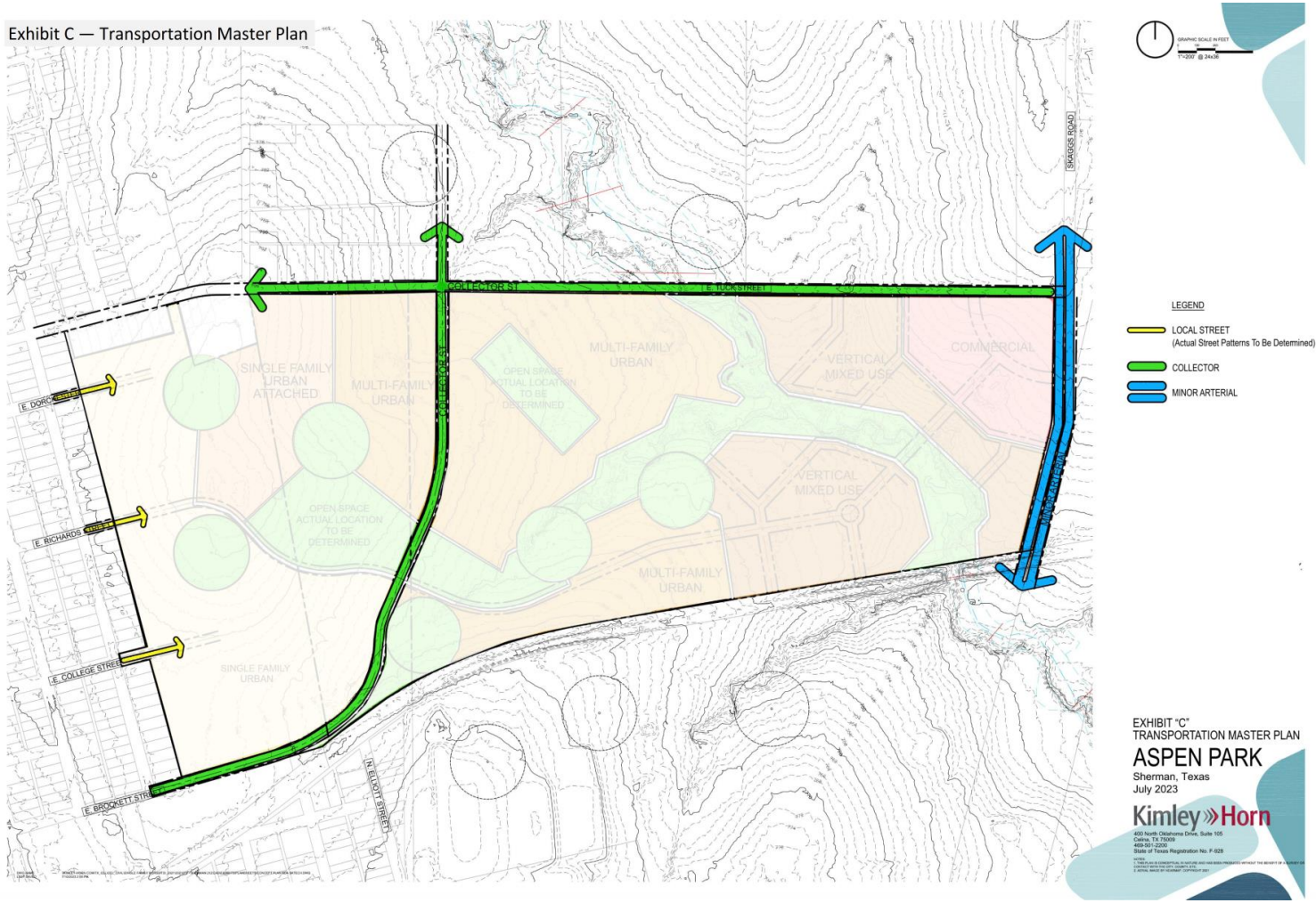
2. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2021.

EXHIBIT C - ZONING EXHIBIT



EXHIBIT C - ZONING EXHIBIT



Memo to: City of Sherman September 14, 2023

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

Re: Aspen Park Planned Development (PD) Review

Rob,

Per the requested review of the submitted Aspen Park PD, Halff has completed two reviews of the proposal and provided a summary of concurrence in this memo with a few remaining comments to address in the PD document. Halff's review included a discussion with the applicant and technical team, as well as coordination and discussion with Sherman staff along the way.

Halff's task during this process was to review the proposed PD amendment to ensure that the final document is consistent with the City's PD ordinance. The ordinance intent is clear in its purpose statement - *"A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance."* The applicant team at Aspen Park is aware of the PD ordinance and the zoning ordinance updates adopted in December 2022 and, after some discussion and meetings, has revised the PD to better fit the base zoning districts and simplify the PD for better implementation.

The Aspen Park PD includes multiple land uses and residential densities, including several lot variations of single-family detached and attached, plus multi-family and vertical mixed-use. This PD proposes that the development standards are mostly Sherman base zoning districts while allowing flexibility for a mix of residential product types throughout the concept plan. The PD identifies land uses allowed, elements of design, site characteristics and compatibility necessary for this type of development plan.

A street network has been designed to extend existing streets and connect to future streets. When development in this PD is achieved, particularly some of the higher-density areas, there will be impacts to the existing development nearby until connections are made to future streets. A development agreement for the site will address infrastructure provisions to ensure infrastructure adequacy for this development.

The applicants have met with Halff and the City of Sherman staff to talk about the technical aspects of the document and some improvements that are necessary along the way. There are outstanding comments and continuing conversations between staff and the applicant. Halff comments are listed on the following page, which the applicant has received and is considering (some of which are being updated now).

While there are still some comments to be addressed and some hesitation regarding the PD until they are address, Halff finds that the proposed PD will be consistent and supportive of the City of Sherman PD ordinance elements if the comments are addressed.

Reviewed by: Jordan Maddox, AICP, Director of Planning, Halff Associates, Inc.



Remaining Comments from Halff 9/7/23:

General – The table of contents is out of date considering the reduction of sections/pages in this version of the PD.

General – I would still like to see the section regarding Parks, trails and open space (former Section 5) in this PD because those provisions are now not clear as to what the City's expectations should be.

General – I don't have any exhibits in this August 11th version. The PD should have exhibits

Page 3 Chart 1 – A Rear setback of 5' on a front-loaded garage means that the primary structure of the home can be 5' from the rear property line. That means backyards are 5' and homes could be separated in a backyard by only 10'. I don't think that is the intent but could be the outcome. Please provide more clarity here. I would recommend the rear setback no less than 10'.

Page 3 Chart 1 – I recommend that any lot smaller than 40' wide be required to be a rear-loaded lot. It is simply too small to be front-loaded and the character of the neighborhood will be diminished if everyone's front yard is a driveway. Staff does not recommend any lots less than 40'. Concerned that P&Z and Council may not be supportive of a lot less than 40'.

Page 3 Chart 1 - I also recommend a minimum green space frontage for a front yard of 60%. That way a 40' lot would allow for a 16' driveway and 24' yard. Driveway could be single-loaded and smaller than 16' but no greater than.

Page 3 Chart 1 – I do not recommend the 2 (e) provision that removes the front yard tree requirement. Trees are essential to neighborhood character, shade, water conservation, and property value retention. If no front yard trees are required then it is recommended that the street section in front of the lots be wide enough to accommodate street trees.

Page 3 Chart 1 – I recommend some clarity on the side setbacks. If a zero-lot line is desired, specify Zero Lot Line 0'/10' with an additional row in the table. 15' minimum corner lot setback regardless of traditional or zero lot line.

Page 3 Chart 1 – If 2(f) please clarify the open space "usable" terminology. See prior general comment on a new lack of detail for parks, open space and trails

Page 4 Chart 2 – Same comment on 2(e) regarding no trees in front of these residences. I do not recommend this. Unless there is a provision for street trees in the ROW.

Page 4 Chart 2 – Same comment on 2(f) regarding usable open space requirements.

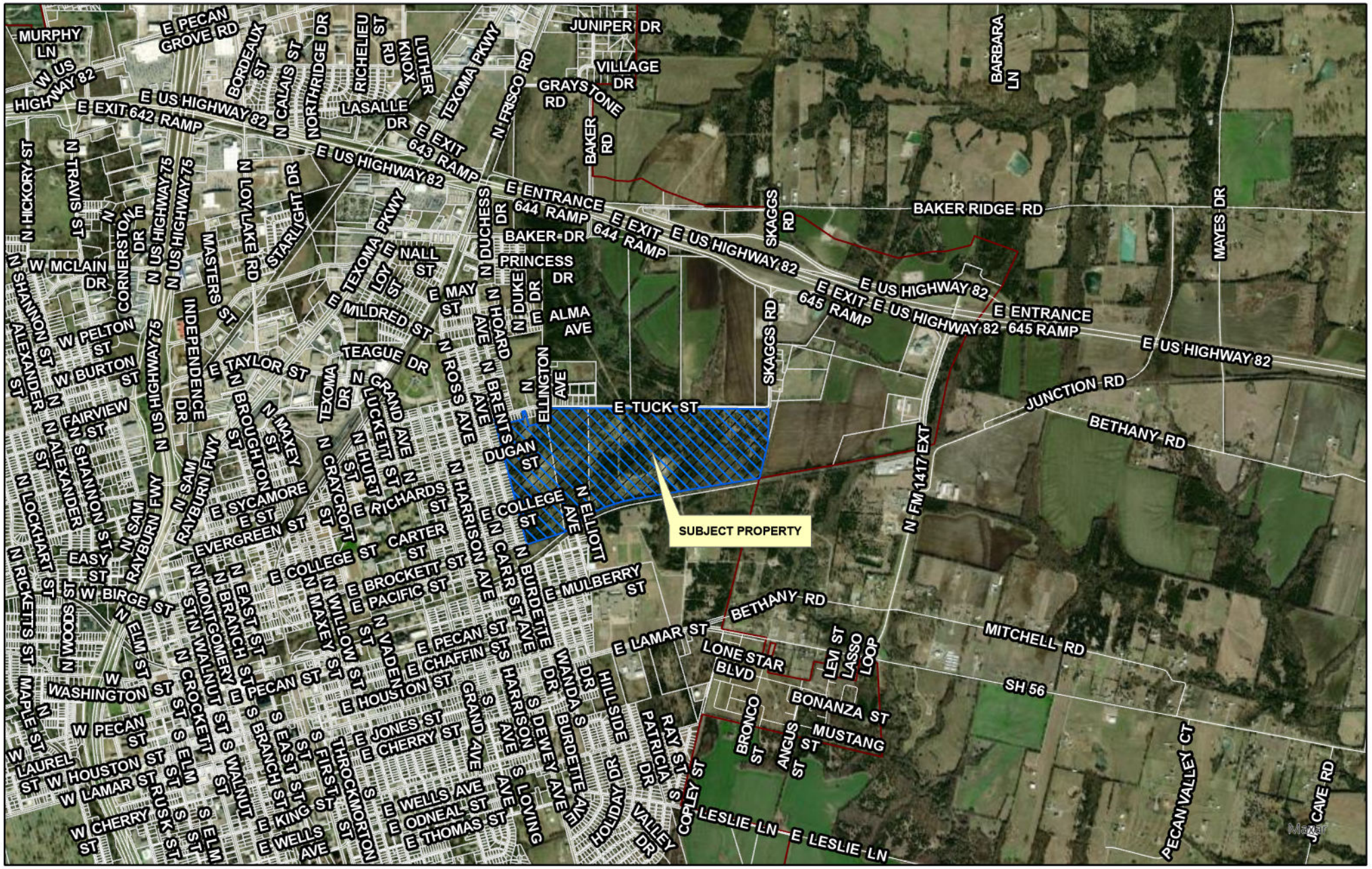
Page 5 – 2.2.3.3 – I recommend striking the 15% cap on retail use of the building. This is a C-1 district which means it anticipates retail. Retail is already limited to the first floor; further limitations could make it challenging to get viable retail businesses into these buildings. Would remove entirely.

Page 5 – 2.2.3.3 – Same comment for the office limitation. If a corporate user wanted to locate here and do a 4-5 story office building, that should be desired. Employment in a vertical mixed-use setting is great for walkability and retail viability. This restriction should be removed.

Page 5 – 2.2.3.3 – Clarify that these additional uses still require the SUP process and approval. With the words "are permitted" it may be confusing to people. "(SUP)" is parenthesis should be explained further so that everyone understands in the future that these types of businesses have a process to go through.

Page 6 – 2.3.1.1 – Is "Dwelling, Vertical Mixed-Use" defined somewhere as a use?

Page 7 – 3.1 (1) – Does "pedestrian walkways" equate to a public sidewalk?



diagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1900-2600 BLKS E TUCK ST

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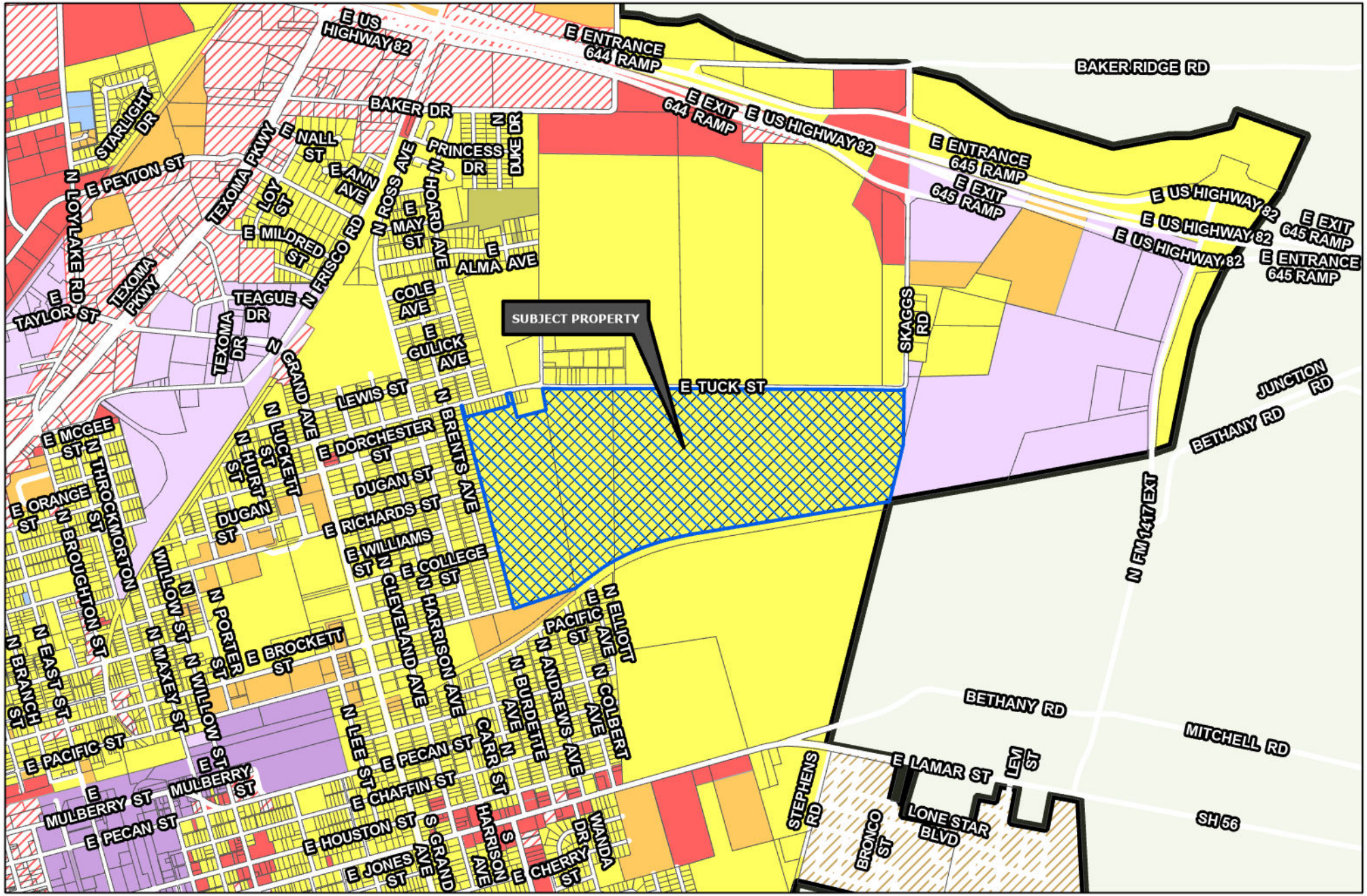
Date: 8/15/2023 10:47 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Subject Locations
- Road Names All

CITY OF SHERMAN
ZONING MAP
1900-2600 BLKS E TUCK ST

N
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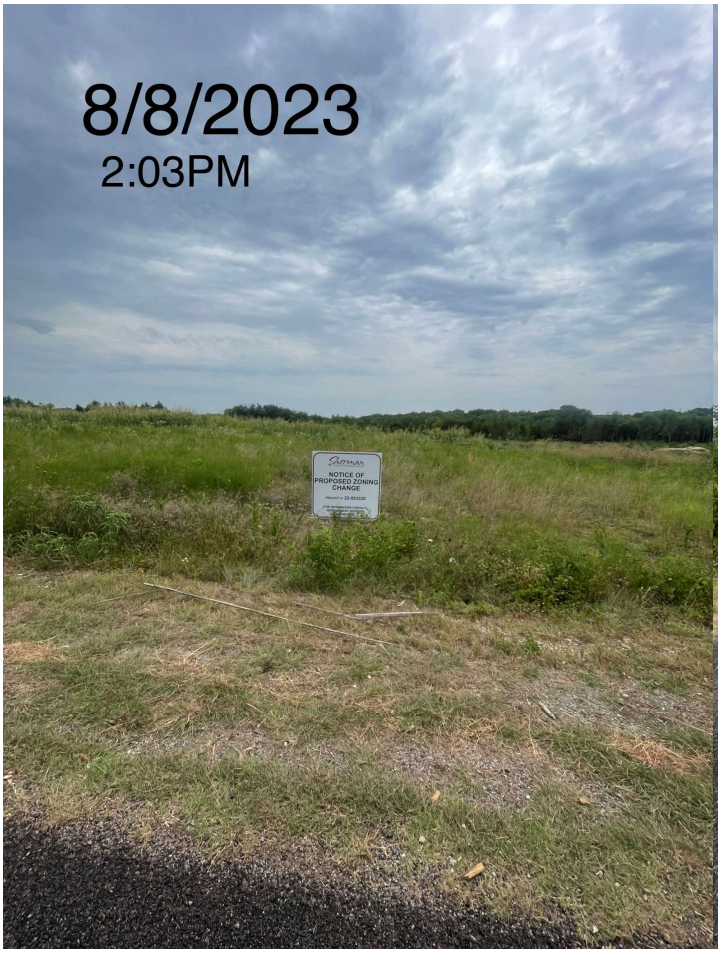
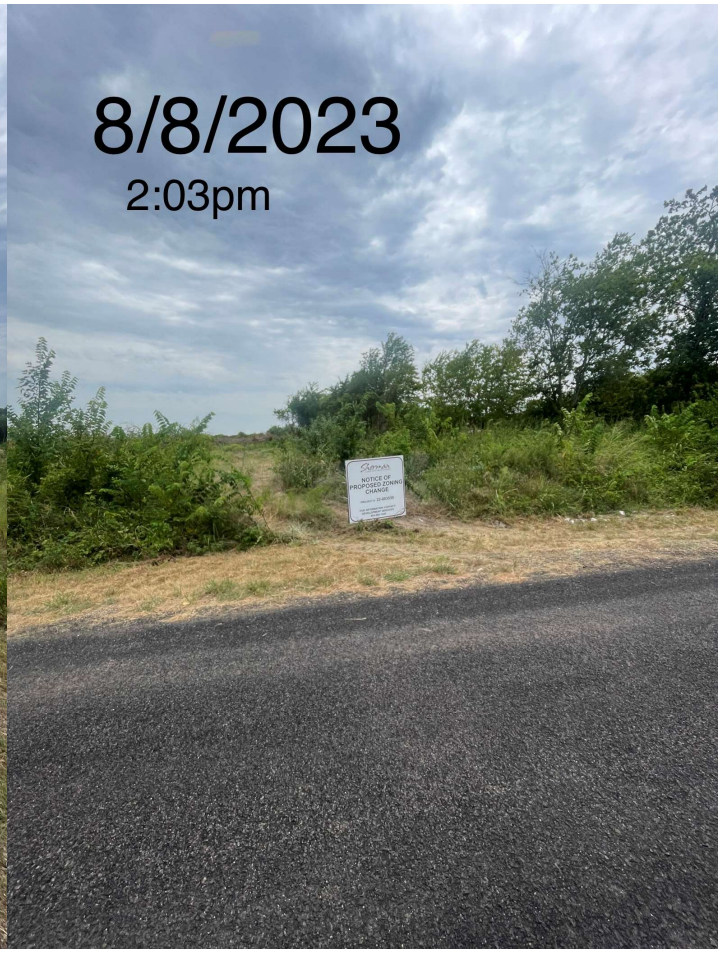
Date: 8/15/2023 10:45 AM

Marlow, Lauren

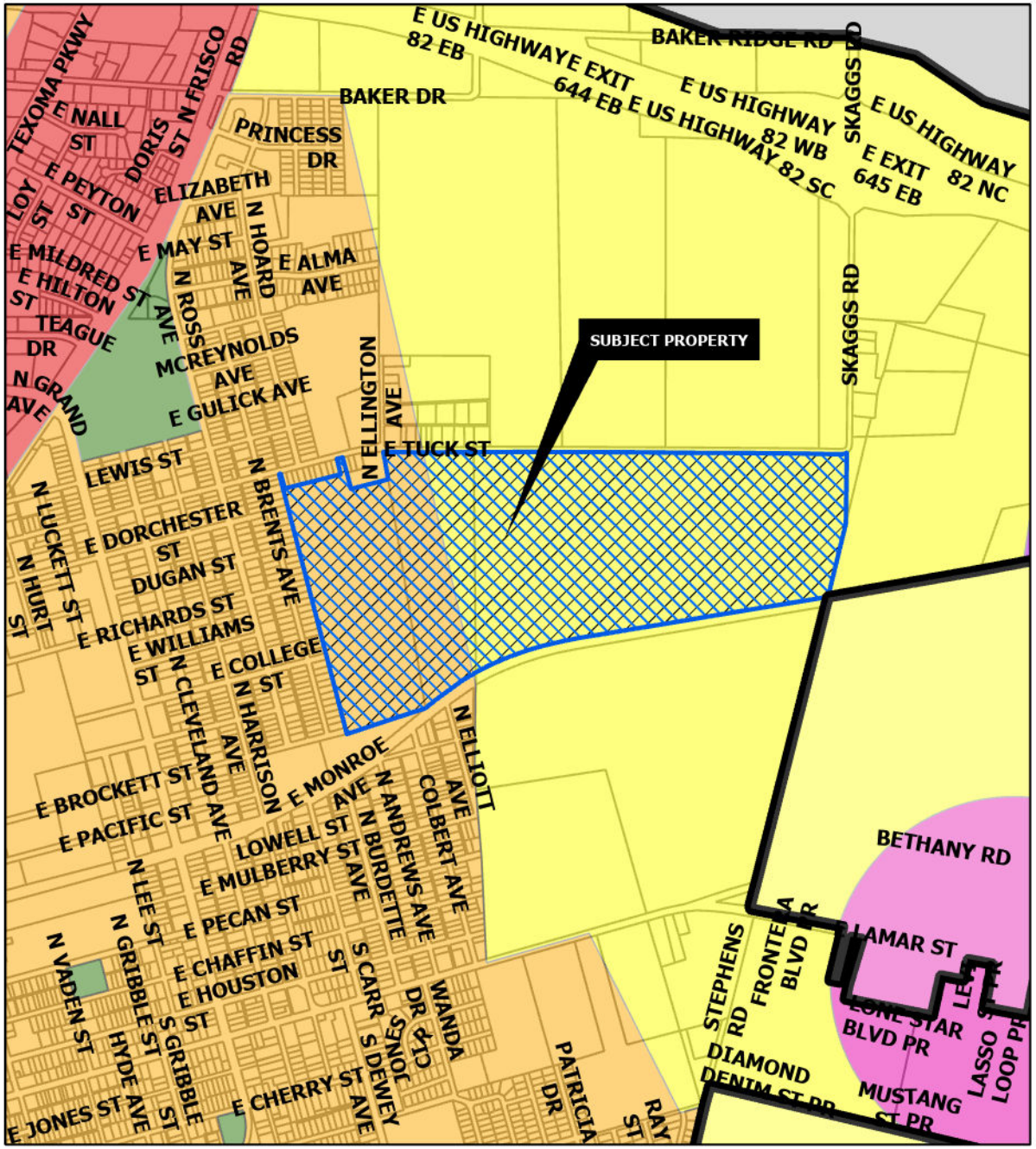
From: Planning
To: Rozann Marquis
Subject: RE: Time stamp added Re: Sign pictures

From: Rozann Marquis
Sent: Tuesday, August 8, 2023 4:19 PM
To: Planning
Subject: Time stamp added Re: Sign pictures





Thank You,
Rozann Marquis
972-805-7587



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.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

CITY OF SHERMAN
FUTURE LAND USE MAP
1900-2600 BLKS E TUCK ST

N W E S

Date: 8/15/2023 10:56 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

August 15, 2023 Sent via email

Rozann Marquis
P.O. Box 866783
Plano, TX 75086

Dear Applicants,

The request of a Public Hearing and Zone Change for a PD (Planned Development) of Aspen Park located in the 1900-2600 Blocks East Tuck Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, August 22, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A detailed site plan shall be submitted for approval within two (2) years from the approval of the zoning exhibit for a minimum of 20 percent of the project area. *(Sec. 14.02.021(j))*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
10. Improvements to Tuck Street to create a minimum of 24' asphalt road may be required. *Code of Ordinances Chapter 10, Exhibit A, Secs. 12(B)(k)(1); 12(B)(k)(5); 13(A)(1)*
11. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
12. Right of Way Dedication for Collector crossing property will be required upon development 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)

13. 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)*
14. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
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. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

1900-2600 BLOCKS EAST TUCK STREET (Project No. 22-003530)

The request of Grayson County Land Trust (Owners), Rozann Marquis (Representative) and Kimley-Horn and Associates, Inc. (Surveyor) concerning the property located in the 1900-2600 Blocks East Tuck Street, consisting of 216.22 acres in the Charles Carter Survey, Abstract No. 229, and the Henry C. Atchison Survey, Abstract No. 22, and currently zoned R-6 (Single Family Residential) District, as follows:

Planning and Zoning Commission

Public Hearing and Zone Change for a PD (Planned Development) of Aspen Park.

Background:

The property is located in the 1900-2600 Blocks East Tuck Street between North Brents Avenue and North FM 1417 (Heritage Parkway). The owner is requesting a Zone Change for a PD (Planned Development) of Aspen Park.

Adjacent Zoning:

R-6 (Single-Family Residential) District
ETJ (Extra Territorial Jurisdiction)
MF-30 (Multi-Family Residential) District
M-1 (Light Manufacturing) District

Origination:

Grayson County Land Trust (Owners)
Rozann Marquis (Representative)
Kimley-Horn and Associates, Inc. (Surveyor)

Master Plan Designation:

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.

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.

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.

Number of notices mailed:
117

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
FLUM
Zoning Sign Photo
Survey
Development Plan
Aspen Concurrence
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6661

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 19.950 acres being a part of the Samuel M. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, Located at 2305 and 2615 Graystone Road, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Zoning Classification, Evergreen Parks Land Holdings (Owner), Terrin Bertholf (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 Evergreen Parks Land Holdings (Owner), Terrin Bertholf (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 2305 and 2615 Graystone Road, consisting of 19.950 acres being a part of the Samuel M. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Zoning Classification

Background:

The property is located at 2305 and 2615 Graystone Road between North Frisco Road and Heatherwood Lane. In July 2022, the Council approved a zone change for this tract to R-6, and also granted a Specific Use Permit (SUP) that allowed for 40' lots in that R-6 zoning classification. Now that the City has a separate zoning designation for 40' lots (R-4), the owner is requesting a zone change to R-4 to align their zoning entitlements to the City's new zoning regulation structure. This action will remove the R-6 (Single-Family Residential) District designation and eliminate the need for an SUP allowing for the 40' lots.

The following has been approved for this location:

- July 19, 2022 - Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Patio Homes in an R-1 (One-Family Residential) District
- July 19, 2022 - Zone Change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

Origination:

Evergreen Parks Land Holdings (Owner)
Terrin Bertholf (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6661
Exhibit A - Survey
Location Map
Zoning Map
FLUM
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6661

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 19.950 ACRES BEING A PART OF THE SAMUEL M. MCGLOTHLIN SURVEY, ABSTRACT NO. 811, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2305 AND 2615 GRAYSTONE ROAD, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, EVERGREEN PARKS LAND HOLDINGS (OWNER), TERRIN BERTHOLF (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 and Legal Description**, attached hereto, located at 2305 and 2615 Graystone Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A

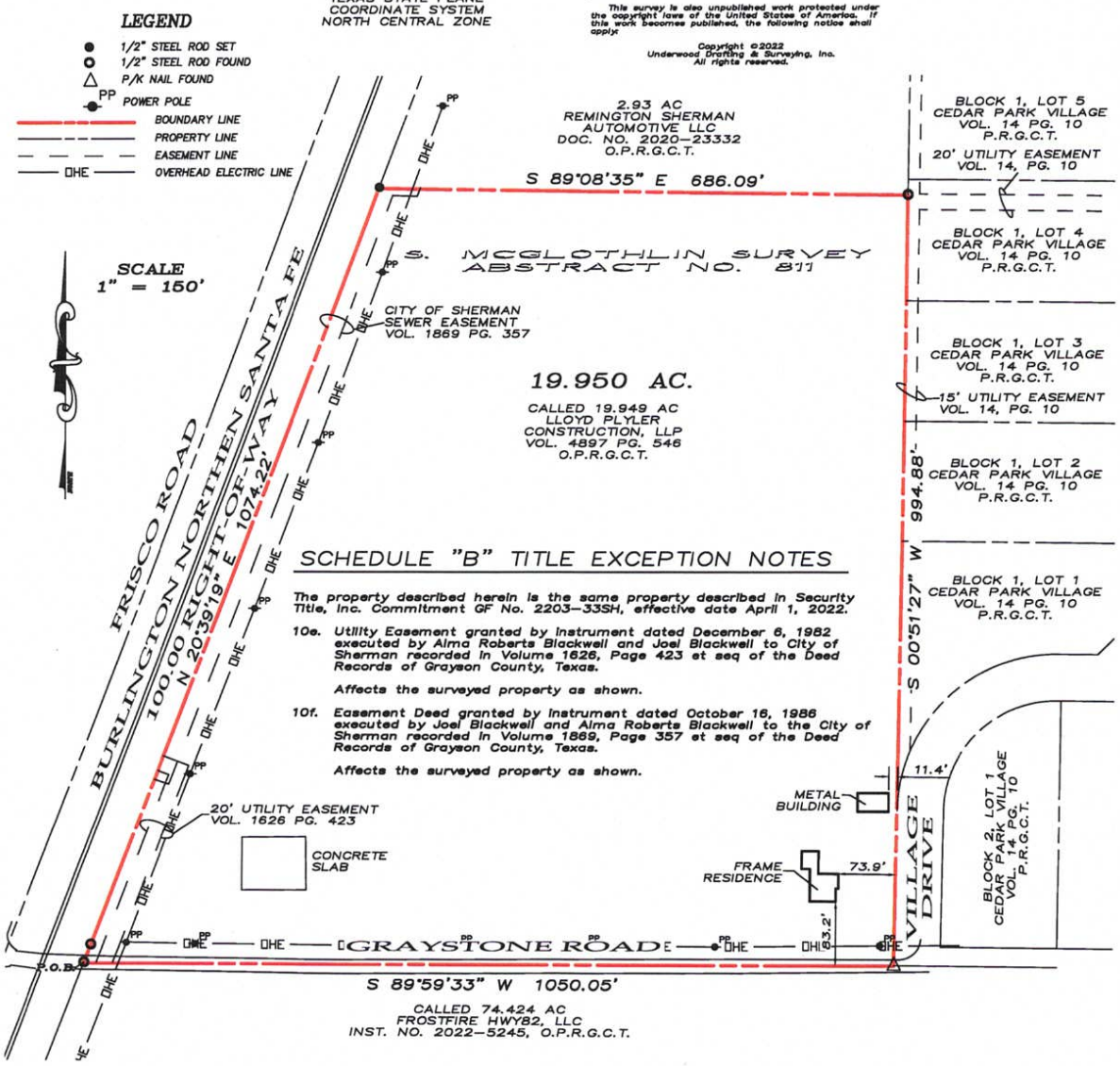
This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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.

JOB NO. 22060640
DFT: BH

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



SCHEDULE "B" TITLE EXCEPTION NOTES

The property described herein is the same property described in Security Title, Inc. Commitment GF No. 2203-33SH, effective date April 1, 2022.

10e. Utility Easement granted by instrument dated December 6, 1982 executed by Alma Roberts Blackwell and Joel Blackwell to City of Sherman recorded in Volume 1626, Page 423 et seq of the Deed Records of Grayson County, Texas.

Affects the surveyed property as shown.

10f. Easement Deed granted by instrument dated October 16, 1986 executed by Joel Blackwell and Alma Roberts Blackwell to the City of Sherman recorded in Volume 1869, Page 357 et seq of the Deed Records of Grayson County, Texas.

Affects the surveyed property as shown.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Samuel M. Mcglothlin Survey, Abstract No. 811, and being a part of the same tract of land described as 19.95 acres conveyed to Lloyd Plyler Construction LLP. by deed recorded in Volume 4897, Page 546, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found ½" steel road at the southwest corner of said 19.95 acre tract, being at the intersection of the east Right-of-Way of the Burlington Northern Santa Fe railroad and the center of Graystone Road;

Thence North 20°39'19" East, with the said East Right-of-Way of the Burlington Northern Santa Fe railroad a distance of 1074.22 feet to a set ½" steel rod;

Thence South 89°08'35" East with the south line of a 2.93 acre tract of land conveyed to Remington Sherman Automotive LLC. Recorded in Document Number 2020-23332 of said Official Public Records, a distance of 686.09 feet to a found ½" steel rod;

Thence South 00°51'27" West, with the west line of the Cedar Park Village Addition a distance of 994.88 feet to a found P/K nail in the center of said Graystone Road;

Thence South 89°59'33" West with the center of said Graystone Road a distance of 1050.05 feet to the Point of Beginning and containing 19.950 acres of land.

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

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: 06/06/22

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



dlagrone H:\ENGINEER\GIS\ESRI-jdp\Public Notification jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2305 2615 Graystone

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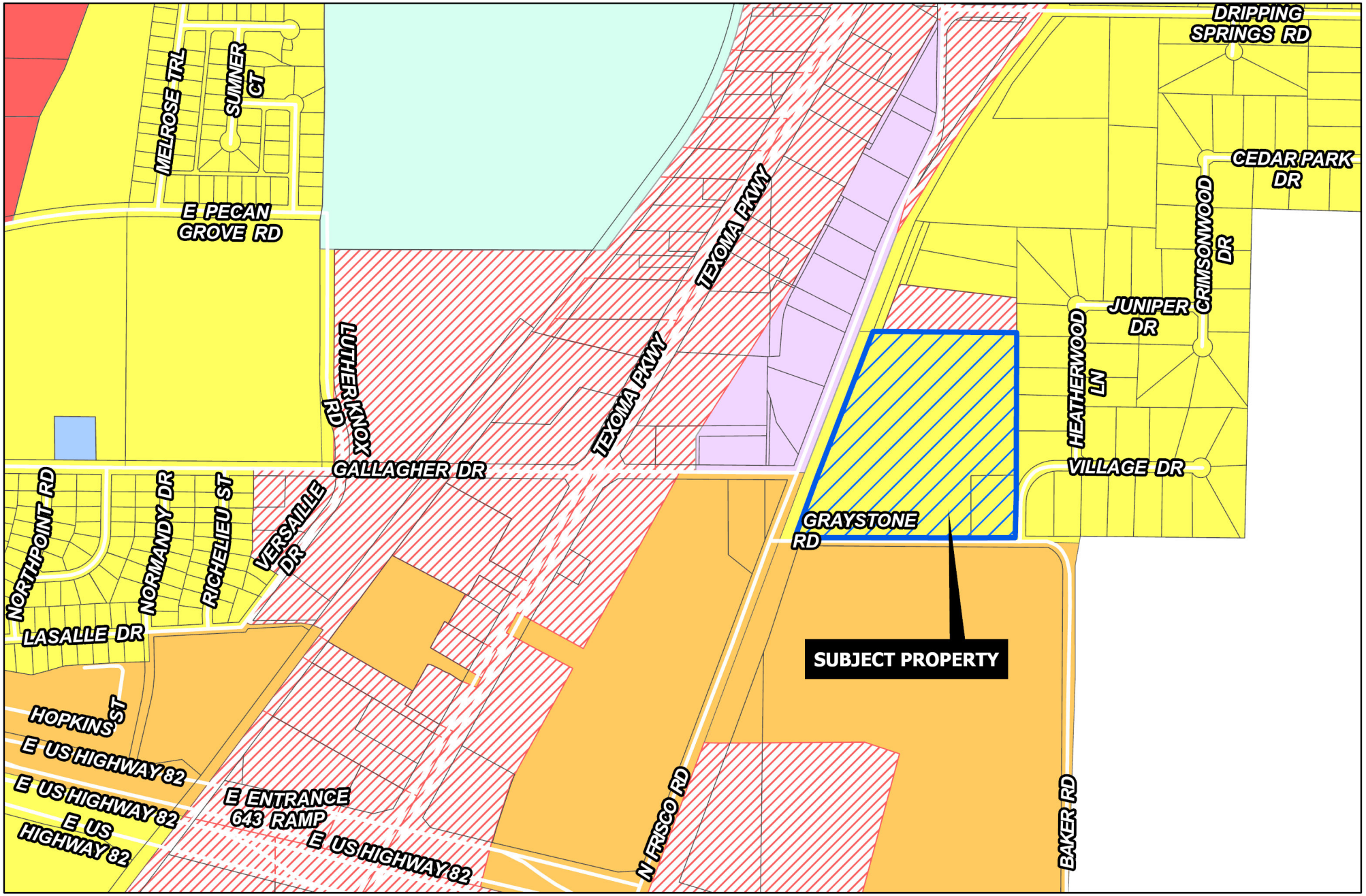
Date: 8/31/2023 10:09 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning&Zoning

CITY OF SHERMAN

2305 2615 Graystone

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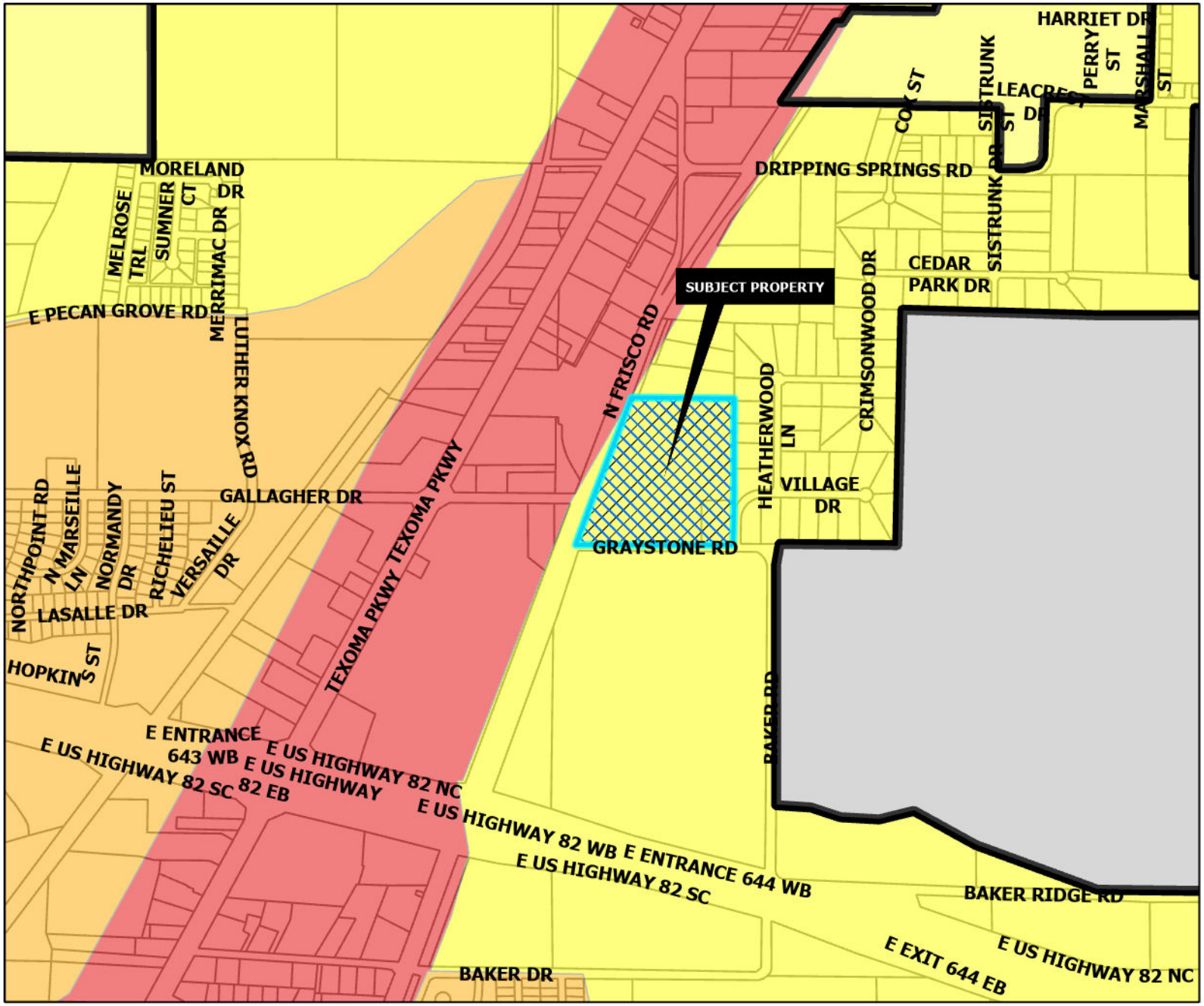
Date: 8/31/2023 10:12 AM



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.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2305 & 2615 GRAYSTONE

N W E S

Date: 9/28/2023 9:53 AM

Marlow, Lauren

From: Planning
To: Zach Hefton
Subject: RE: Zone Change Application - 2305 Graystone Road

From: Zach Hefton
Sent: Wednesday, September 6, 2023 3:13 PM
To: Marlow, Lauren
Cc: Planning; Shannon Scott; Terrin Bertholf
Subject: Re: Zone Change Application - 2305 Graystone Road

Good afternoon Lauren - see the attached photo of the sign.

Thank you.



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023

Sent via email

Evergreen Parks Land Holdings
Terrin Bertholf
118 W Chestnut St
Denison, TX 75021

Underwood Drafting & Surveying, Inc
3404 Interurban Rd
Denison, TX 75021

Dear Applicants,

The request of Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District located at 2305 and 2615 Graystone Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
5. 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.
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.

Engineering

7. Graystone Drive is required to be improved by developer from a 19' wide section to a 24' wide section as a condition of this development.

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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. 24.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

2305 AND 2615 GRAYSTONE ROAD (Project No. 23-005140)

The request of Evergreen Parks Land Holdings (Owner), Terrin Bertholf (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 2305 and 2615 Graystone Road, consisting of 19.950 acres being a part of the Samuel M. McGlothlin Survey, Abstract No. 811, as follows:

Planning and Zoning Commission

Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.

Background:

The property is located at 2305 and 2615 Graystone Road between North Frisco Road and Heatherwood Lane. The owner is requesting a Zone Change from an R-6 (Single-Family Residential) District and R-A (Residential Agricultural) District to R-4 (Single Family Residential) District to ensure entitlement from the Specific Use Permit that was granted to allow 40' lots.

The following has been approved for this location:

- July 19, 2022 - Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Patio Homes in an R-1 (One-Family Residential) District
- July 19, 2022 - Zone Change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

Adjacent Zoning:

R-6 (Single-Family Residential) District
MF-30 (Multi-Family Residential) District
C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

Evergreen Parks Land Holdings (Owner)
Terrin Bertholf (Representative)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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.

Number of notices mailed:

15

Objections Received:

1

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Narrative
Survey
Site Plan
Opposition Letter
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6662

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land being in Block 11, Lots 16-18, Chaffins 1st Addition, City of Sherman, Grayson County, Texas, Located at 814 East Houston Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning and Placing the Tract in the R-6 (Single Family Residential) District Zoning Classification, Norberto Galarza (Owner), Uber Galaviz (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 Norberto Galarza (Owner), Uber Galaviz (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 814 East Houston Street, being in Block 11, Lots 16-18, Chaffins 1st Addition, City of Sherman, Grayson County, Texas, Heretofore Zoned C-1 (Retail Business) District; Rezoning and Placing the Tract in the R-6 (Single Family Residential) District Zoning Classification

Background:

The property is located at 814 East Houston Street between South Maxey Street and South Willow Street. The owner is requesting a Zone Change from an C-1 (Retail Business) District to R-6 (Single Family Residential) District.

Origination:

Norberto Galarza (Owner)
Uber Galaviz (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6662
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6662

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING IN BLOCK 11, LOTS 16-18, CHAFFINS 1ST ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 814 EAST HOUSTON STREET, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, NORBERTO GALARZA (OWNER), UBER GALAVIZ (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 and Legal Description**, attached hereto, located at 814 East Houston Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

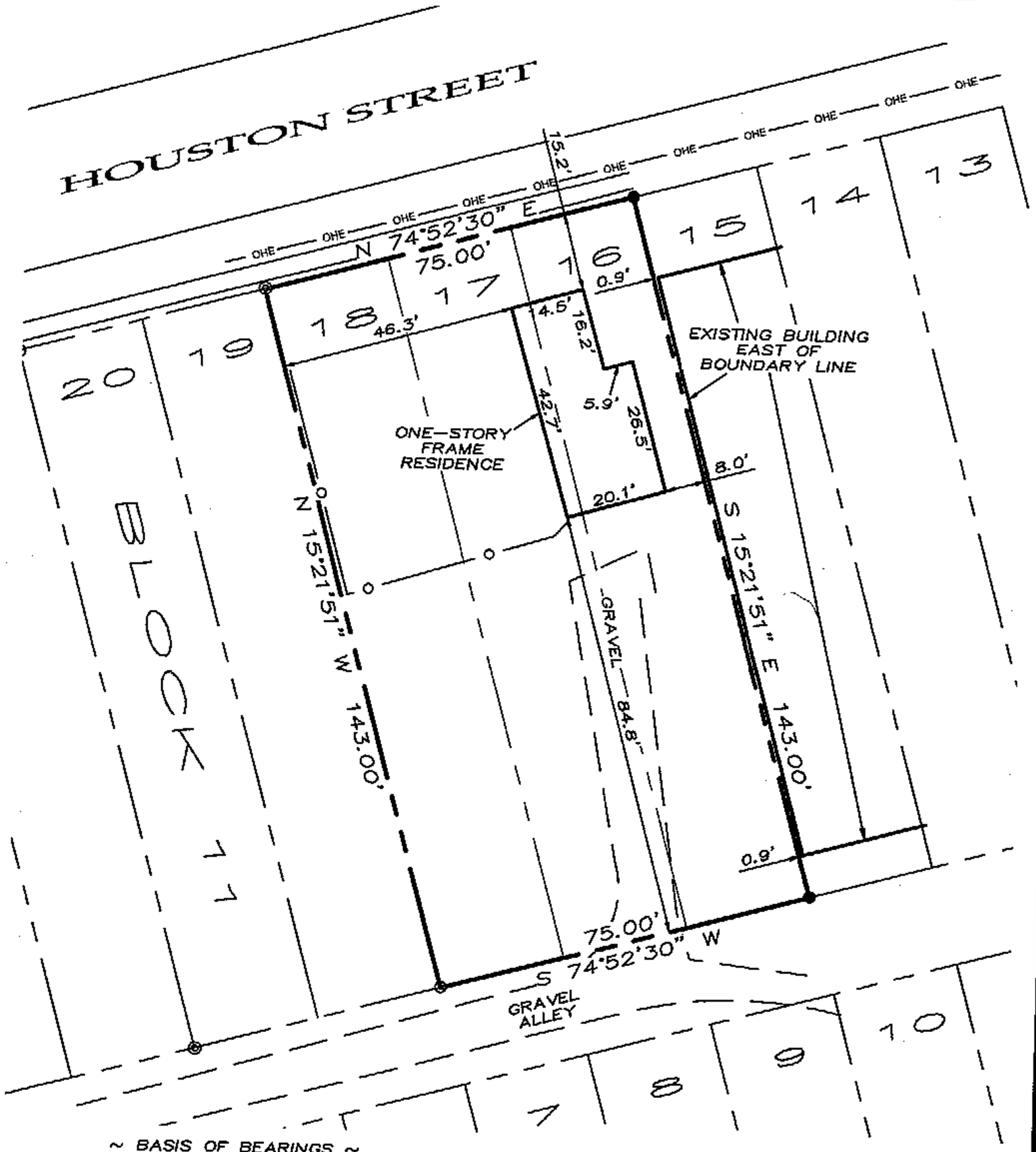
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

SCALE
1" = 30'

JOB NO. 22101186
FW: LR – DFT: EB



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

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.

LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- 5/8" STEEL ROD FOUND
- PP POWER POLE
- BOUNDARY LINE
- PROPERTY LINE
- CHAINLINK FENCE
- OHE OVERHEAD ELECTRIC LINE

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 15th day of November 2022, a survey was made on the ground of the property shown hereon, described as Lot 16, Lot 17 and Lot 18, Block 11, of the Chaffin's First Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 26, Page 49, of the Deed 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.

The building on said lot is known as 814 E. Houston Street, Sherman, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

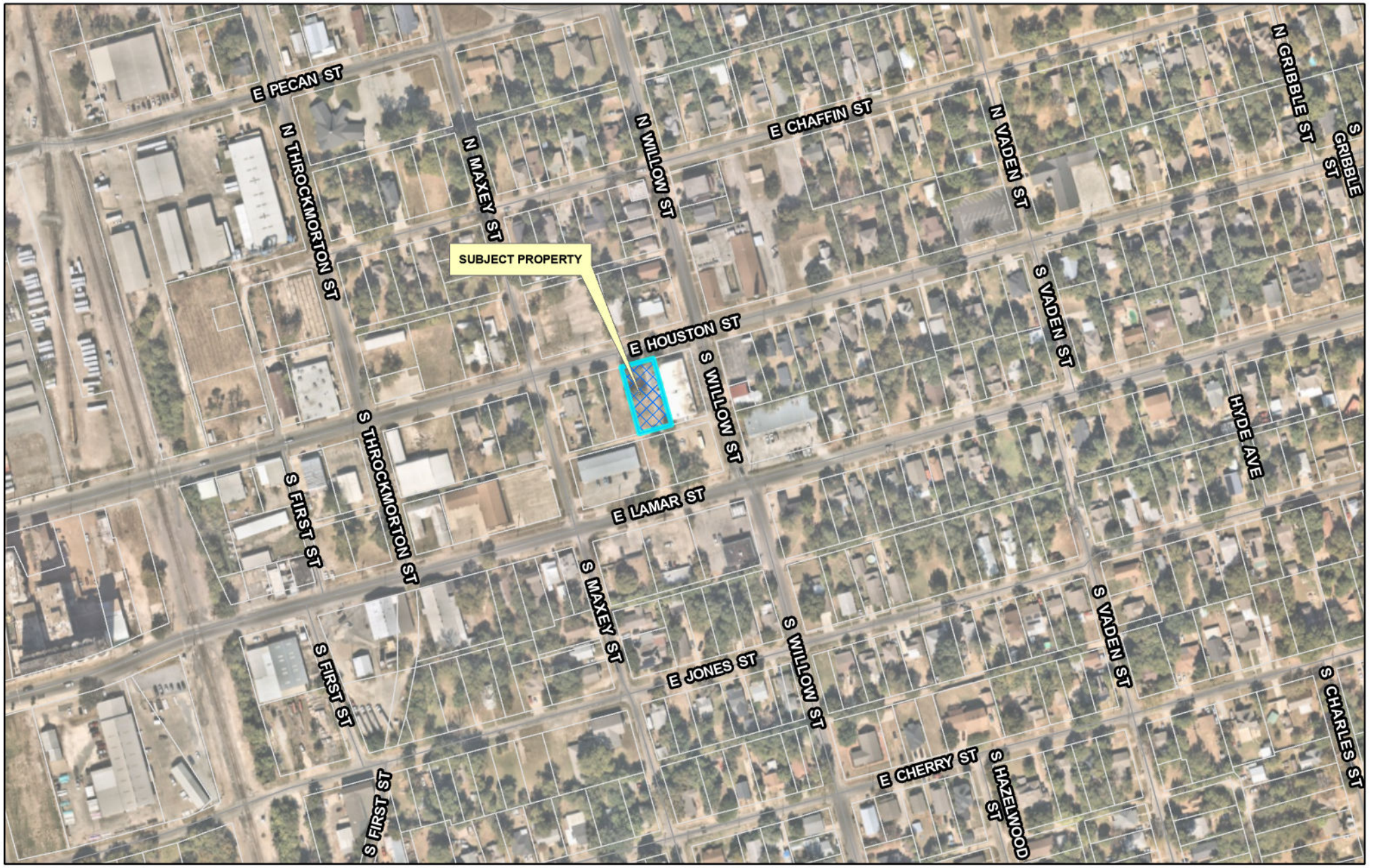
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

D. W. Underwood

UNDERWOOD
DRAFTING & SURVEYING

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 11/15/22

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



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
814 E HOUSTON ST

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W E
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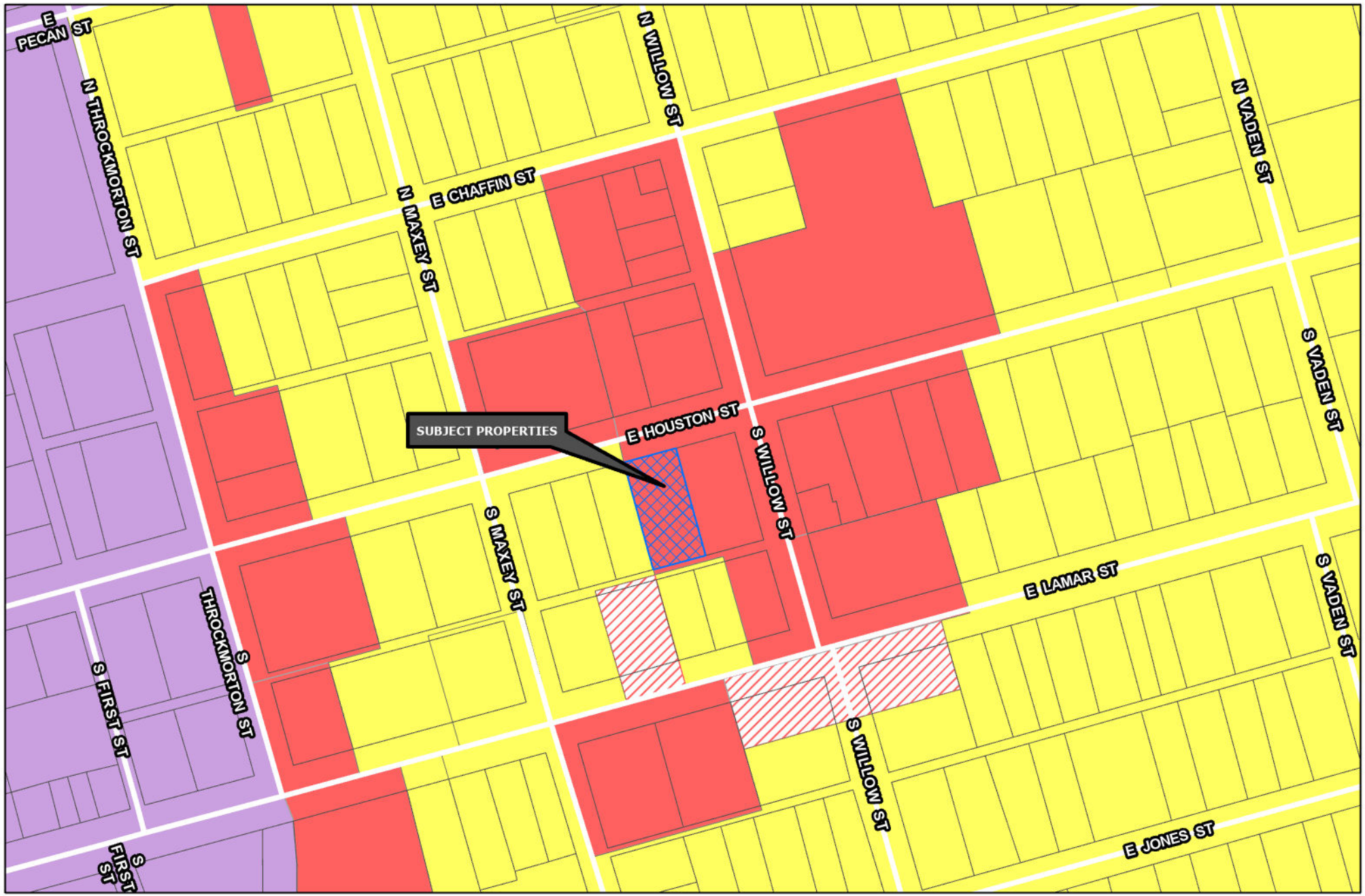
Date: 8/25/2023 9:44 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN ZONING MAP 814 E HOUSTON ST

N W E S

Date: 8/25/2023 11:08 AM



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.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
814 E HOUSTON ST

N
W E
S

Date: 8/25/2023 11:09 AM

Marlow, Lauren

From: Planning
To: Uber JR Galaviz
Subject: RE: 814 E Houston/ Zoning Change Request

From: Uber JR Galaviz
Sent: Thursday, September 7, 2023 12:28 PM
To: Albert Galarza; Planning
Subject: 814 E Houston/ Zoning Change Request



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023 Sent via email

Norberto Galarza
10214 Frankford Ave., Suite 410
Lubbock, TX 79424

Underwood Drafting & Surveying, Inc
3404 Interurban Rd
Denison, TX 75021

Uber Galaviz
2009 Independence Drive
Suite 104
Sherman, TX 75090

Dear Applicants,

The request of Public Hearing and Zone Change from C-1 (Retail Business) District to R-6 (Single Family Residential) District located at 814 East Houston Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. 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.
4. 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

5. Residential drive approaches will not be permitted off of Minor Thoroughfare roads. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; Chapter 3, Division 5, Sec. 3.10.156(b)*

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

814 EAST HOUSTON STREET (Project No. 23-005012)

The request of Norberto Galarza (Owner), Uber Galaviz (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 814 East Houston Street, being in Block 11, Lots 16-18, Chaffins 1st Addition, as follows:

Planning and Zoning Commission

Public Hearing and Zone Change from C-1 (Retail Business) District to R-6 (Single Family Residential) District.

Background:

The property is located at 814 East Houston Street between South Maxey Street and South Willow Street. The owner is requesting a Zone Change from an C-1 (Retail Business) District to R-6 (Single Family Residential) District.

Adjacent Zoning:

C-1 (Retail Business) District
R-6 (Single Family Residential) District
C-2 (General Commercial) District

Origination:

Norberto Galarza (Owner)
Uber Galaviz (Representative)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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.

Number of notices mailed:

21

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
Survey
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6663

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 0.173 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located at 819 North Walnut Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, Raza Mian (Owner), Lexington Wright (Representative) and Copley 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 Raza Mian (Owner), Lexington Wright (Representative) and Copley Land Surveying (Surveyor) concerning the property located at 819 North Walnut Street, consisting of 0.173 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification

Background:

The property is located at 819 North Walnut Street between East College Street and East Brockett Street. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District to R-5 (Single Family Residential) District.

Origination:

Raza Mian (Owner)
Lexington Wright (Representative)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6663
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6663

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.173 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 819 NORTH WALNUT STREET, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, RAZA MIAN (OWNER), LEXINGTON WRIGHT (REPRESENTATIVE) AND COPLEY 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 Legal Description**, attached hereto, located at 819 North Walnut Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

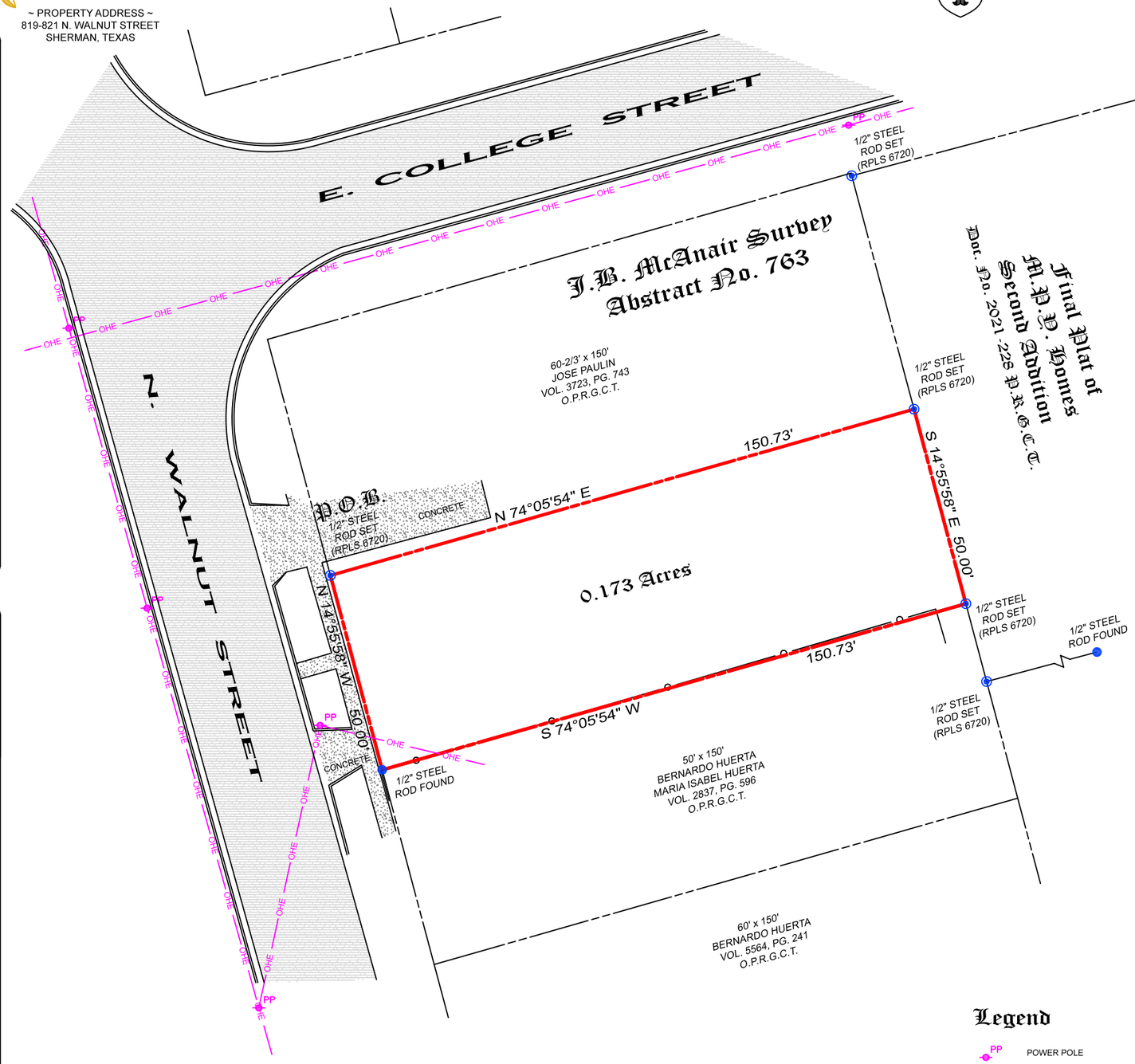
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

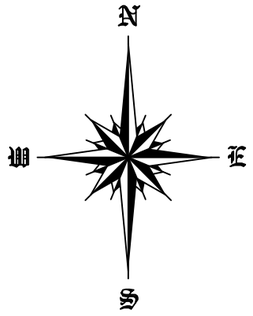
EXHIBIT A

CLS Job# 23040149

~ PROPERTY ADDRESS ~
819-821 N. WALNUT STREET
SHERMAN, TEXAS



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)



Legal Description

Situated *in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McNair Survey, Abstract No. 763, and being the same 50' x 150' tract of land conveyed to Calvin L. Holland Sr. and George A. Holland by deed of record in Volume 1288, Page 183, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:*

Beginning *at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said Holland Tract, the southwest corner of a 50' x 150' tract of land conveyed to Jose Paulin by deed of record in Volume 3723, Page 743, Official Public Records, Garyson County, Texas, and in the east line of N. Walnut Street;*

Thence ***North 74°05'54" East****, along the north line of said Holland Tract, and the south line of said Paulin Tract, a distance of* ***150.73 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS for the northeast corner of said Holland Tract, the southeast corner of said Paulin Tract, and in the west line of the Final Plat of M.P.Y. Homes Second Addition as shown by plat of record in Document No. 2021-228, Plat Records, Grayson County, Texas;*

Thence ***South 14°55'58" East****, along the east line of said Holland Tract, and the west line of said Final Plat of M.P.Y. Homes Second Addition, a distance of* ***50.00 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS for the southeast corner of said Holland Tract, and the northeast corner of a 50' x 150' tract of land conveyed to Bernardo Huerta and Maria Isabel Huerta by deed of record in Volume 2837, Page 596 of said Official Public Records;*

Thence ***South 74°05'54" West****, along the south line of said Holland Tract, and the north line of said Huerta Tract, a distance of* ***150.73 feet*** *to a 1/2" steel rod found maintaining the southwest corner of said Holland Tract, the northwest corner of said Huerta Tract, and in the east line of said N. Walnut Street;*

Thence ***North 14°55'58" West****, along the west line of said Holland Tract, and the east line of said N. Walnut Street, a distance of* ***50.00 feet*** *to the* ***Point-of-Beginning*** *and containing* ***0.173 acres*** *of land.*

I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, 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.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 4/20/2023

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

Legend

- PP — POWER POLE
- BOUNDARY LINE
- PROPERTY LINE
- OHE — OHE — OVERHEAD ELECTRIC
- CHAINLINK FENCE
- ASPHALT
- CONCRETE

0 30 60

SCALE ~ 1" = 30'

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75076
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

Copyright © 2023
Copley Land Surveying, Inc.
All rights reserved.



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

819 N Walnut

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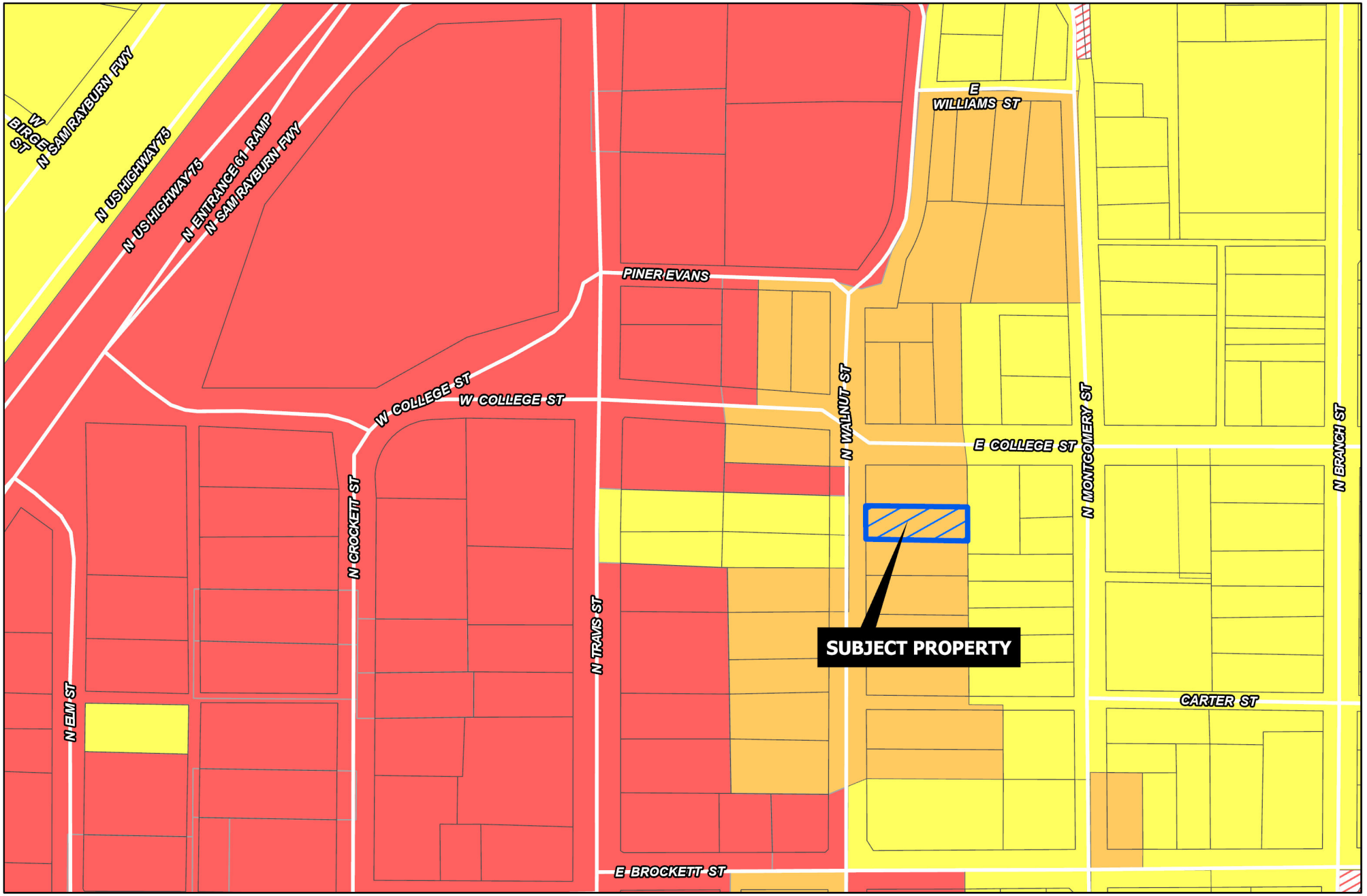
Date: 8/30/2023 3:36 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
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- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning&Zoning

CITY OF SHERMAN

819 N Walnut

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W E
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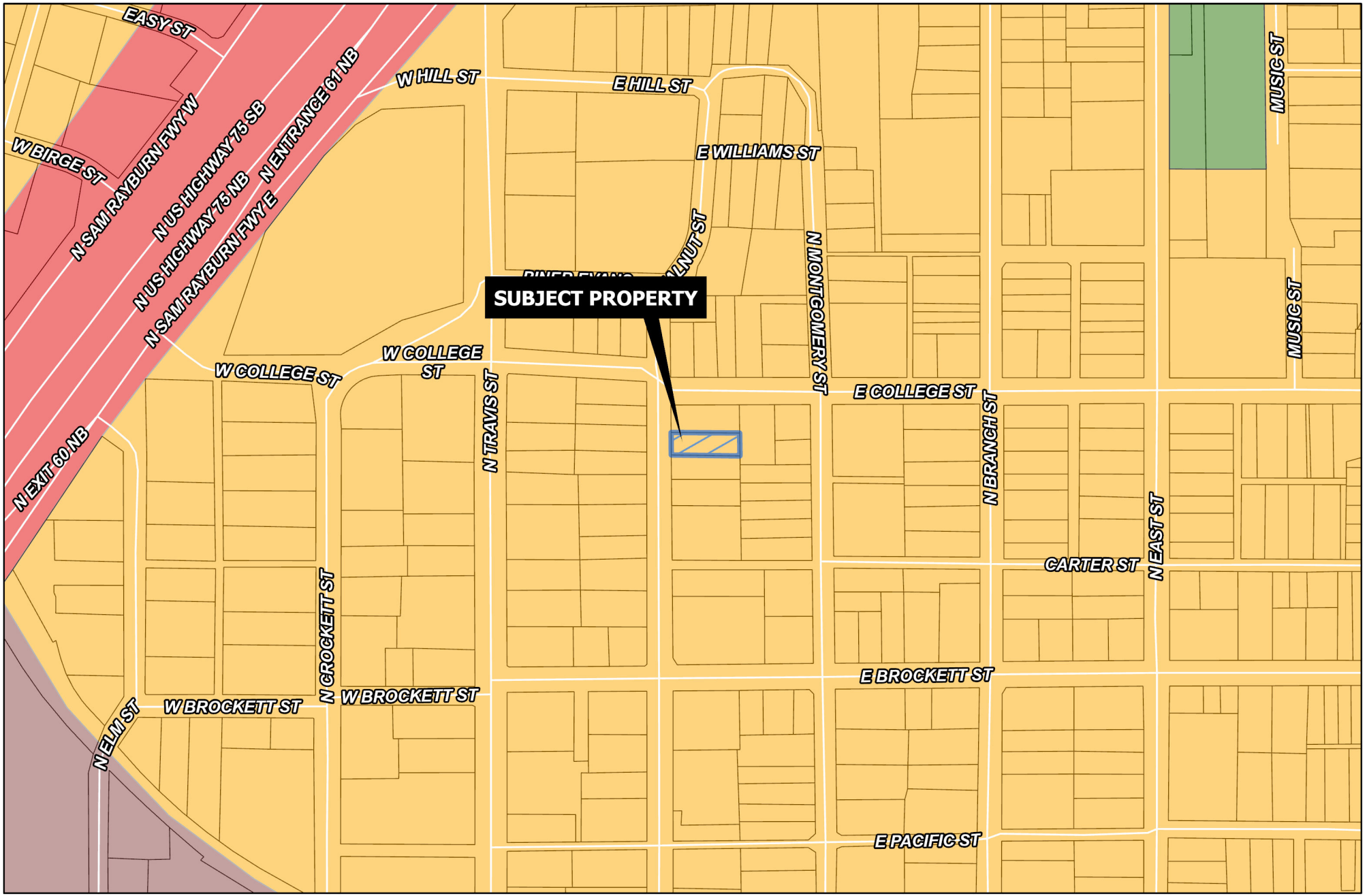
Date: 8/30/2023 3:36 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
819 N Walnut

N W E S

Date: 8/30/2023 3:36 PM



819-821 N Walnut

Sam Melissa Brother
shared with you >

Thursday • Sep 7, 2023 • 2:19 PM Adjust

IMG_2630

Apple iPhone 11 JPEG

Wide Camera — 26 mm ƒ1.8

12 MP • 4032 × 3024 • 5.1 MB

ISO32 | 26mm | 0 ev | ƒ1.8 | 1/2625s

Edit

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023

Sent via email

Raza Mian
2622 Linkside Drive
Grapevine, TX 76051

Copley Land Surveying
5904 Texoma Parkway
Sherman, TX 75090

Lexington Wright
1104 Evans Ave
Ft. Worth, TX 76104

Dear Applicants,

The request of a Public Hearing and Zone Change from MF-30 (Multi Family Residential) District to R-5 (Single Family Residential) District located at 819 North Walnut Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
4. 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.
5. 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

6. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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. 26.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

819 NORTH WALNUT STREET (Project No. 23-005145)

The request of Raza Mian (Owner), Lexington Wright (Representative) and Copley Land Surveying (Surveyor) concerning the property located at 819 North Walnut Street, consisting of 0.173 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Public Hearing and Zone Change from MF-30 (Multi Family Residential) District to R-5 (Single Family Residential) District.

Background:

The property is located at 819 North Walnut Street between East College Street and East Brockett Street. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District to R-5 (Single Family Residential) District.

Adjacent Zoning:

MF-30 (Multi Family Residential) District
R-6 (Single Family Residential) District

Origination:

Raza Mian (Owner)
Lexington Wright (Representative)
Copley Land Surveying (Surveyor)

Master Plan Designation:

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.

Number of notices mailed:

30

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
Narrative
Survey
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 6.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6664

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the C-1 (Retail Business) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (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 Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor) concerning the property located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the C-1 (Retail Business) District Classification

Background:

The property is located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 between Fallon Drive and FM 691. The owner is requesting a Zone Change on Tract 1, from R-6 (Single Family Residential) District to C-1 (Retail Business) District.

Origination:

Jayne Wharton Joiner Grimes (Owner)
David Kalhoefer, Peloton Land Solutions (Representative)
Peloton Land Solutions (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6664
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication
Conceptual Site Plan

ORDINANCE NO. 6664

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 1, CONSISTING OF 64.841 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587, THE WILLIAMS MILLIGAN SURVEY, ABSTRACT NO. 875 AND THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (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 Legal Description**, attached hereto, located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

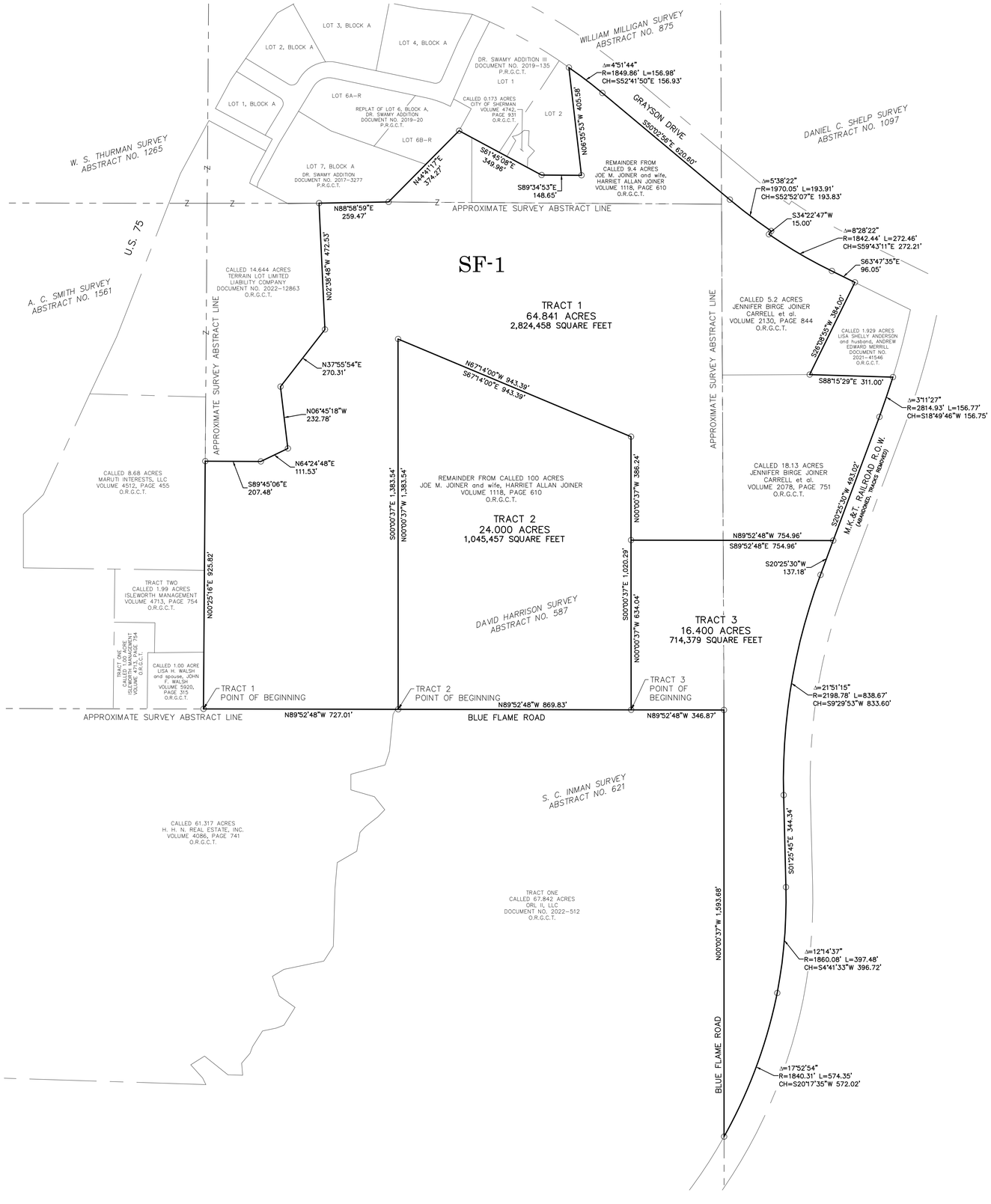
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Copyright © 2022 Peloton Land Solutions, Inc.



"This document was prepared under 22 Texas Administrative Code 138.95, 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."

Zoning Exhibit

SITUATED IN THE
DAVID HARRISON SURVEY, ABSTRACT NO. 587,
DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097,
AND WILLIAM MILLIGAN SURVEY,
ABSTRACT NO. 875
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET, SUITE 400 FRISCO, TEXAS 75033
TBPELS # 10194468 PH.# 469-213-1800

DWG NAME: G:\JOBS\TAN22006_Sherman_105_Ac\2_Srvy\Exhib\TAN22006_EX2.dwg

TRACT 1

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, THE WILLIAM MILLIGAN SURVEY, ABSTRACT NUMBER 875, AND THE DANIEL C. SHELP SURVEY, ABSTRACT NUMBER 1097, GRAYSON COUNTY, TEXAS, BEING PART OF THOSE TRACTS OF LAND TO A CALLED 100 ACRE TRACT, AND A CALLED 9.4 ACRE TRACT DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLEN JOINER, RECORDED IN VOLUME 1118, PAGE 610, BEING PART OF THAT TRACT OF LAND TO A CALLED 5.2 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL., RECORDED IN VOLUME 2130, PAGE 844, AND BEING PART OF THAT TRACT OF LAND TO A CALLED 18.13 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL, RECORDED IN VOLUME 2078, PAGE 751, OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 100 ACRE TRACT AND BEING IN BLUE FLAME ROAD;

THENCE FOLLOWING THE WEST LINE OF SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 25' 16" E, 925.82 FEET;

S 89° 45' 06" E, 207.48 FEET;

N 64° 24' 48" E, 111.53 FEET;

N 06° 45' 18" W, 232.78 FEET;

N 37° 55' 54" E, 270.31 FEET;

N 02° 38' 48" W, 472.53 FEET TO THE SOUTH LINE OF A TRACT OF LAND KNOWN AS LOT 7, BLOCK A, DESCRIBED BY DEED TO DR. SWAMY ADDITION, DOCUMENT NUMBER 2019-3277 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS (P.R.G.C.T.);

THENCE N 88° 58' 59" E, 259.47 FEET ALONG THE SOUTH LINE OF LOT 7, BLOCK A TRACT, AND IN THE NORTH LINE OF SAID 100 ACRE TRACT;

THENCE N 44° 41' 17" E, 374.27 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 1 OF DR. SWAMY ADDITION III, RECORDED IN DOCUMENT NUMBER 2019-135 OF SAID P.R.G.C.T.;

THENCE S 61° 45' 08" E, 349.96 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 2;

THENCE S 89° 34' 53" E, 148.65 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE N 06° 35' 53" W, 405.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAYSON DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE FOLLOWING ALONG THE SOUTH LINE OF SAID GRAYSON DRIVE THE FOLLOWING BEARINGS AND DISTANCES:

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 156.98 FEET, THROUGH A CENTRAL ANGLE OF 04° 51' 44", HAVING A RADIUS OF 1849.86 FEET, AND A LONG CHORD WHICH BEARS S 52° 41' 50" E, 156.93 FEET;

S 50° 02' 56" E, 620.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 193.91 FEET, THROUGH A CENTRAL ANGLE OF 05° 38' 22", HAVING A RADIUS OF 1970.05 FEET, AND A LONG CHORD WHICH BEARS S 52° 52' 07" E, 193.83 FEET;

S 34° 22' 47" W, 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 272.46 FEET, THROUGH A CENTRAL ANGLE OF 08° 28' 22", HAVING A RADIUS OF 1842.44 FEET, AND A LONG CHORD WHICH BEARS S 59° 43' 11" E, 272.21 FEET;

S 63° 47' 35" E, 96.05 FEET TO THE NORTHEAST CORNER OF SAID 5.2 ACRE TRACT;

THENCE S 26° 08' 55" W, 384.00 FEET FOLLOWING ALONG THE EAST LINE OF SAID 5.2 ACRE TRACT TO THE SOUTHWEST CORNER OF A CALLED 1.929 ACRE TRACT DESCRIBED BY DEED TO LISA SHELLY ANDERSON AND HUSBAND, ANDRE EDWARD MERRILL, RECORDED IN DOCUMENT NUMBER 2021-41546 OF THE O.R.G.C.T.;

THENCE S 88° 15' 29" E, 311.00 FEET ALONG THE NORTH LINE OF SAID 18.13 ACRE TRACT TO THE WEST LINE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 156.77 FEET, THROUGH A CENTRAL ANGLE OF 03° 11' 27", HAVING A RADIUS OF 2814.93 FEET, AND A LONG CHORD WHICH BEARS S 18° 49' 46" W, 156.75 FEET FOLLOWING ALONG SAID WEST LINE;

THENCE S 20° 25' 30" W, 493.02 FEET;

THENCE DEPARTING SAID WEST LINE OVER AND ACROSS SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 89° 52' 48" W, 754.96 FEET;

N 00° 00' 37" W, 386.24 FEET;

N 67° 14' 00" W, 943.39 FEET;

S 00° 00' 37" E, 1383.54 FEET;

THENCE N 89° 52' 48" W, 727.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,824,458 SQUARE FEET OR 64.841 ACRES MORE OR LESS.

TRACT 2

BEING THAT CERTAIN TRACT OF LAND LOCATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, BEING A REMAINDER FROM A 100 ACRE TRACT OF LAND DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLAN JOINER, RECORDED IN VOLUME 1118, PAGE 610 OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.);

BEGINNING IN BLUE FLAME ROAD AND IN THE NORTH LINE OF A TRACT OF LAND CALLED 67.842 ACRES, DESCRIBED BY DEED TO ORL II, LLC, RECORDED IN DOCUMENT NUMBER 2022-512 OF THE O.R.G.C.T.;

THENCE DEPARTING SAID BLUE FLAME ROAD OVER AND ACROSS SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 00' 37" W, 1383.54 FEET;

S 67° 14' 00" E, 943.39 FEET;

S 00° 00' 37" E, 386.24 FEET;

S 00° 00' 37" E, 634.04 FEET;

THENCE N 89° 52' 48" W, 869.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,045,457 SQUARE FEET OR 24.000 ACRES MORE OR LESS.

TRACT 3

BEING THAT CERTAIN TRACT OF LAND LOCATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, AND THE DANIEL C. SHELP SURVEY, ABSTRACT NUMBER 1097, BEING PART OF THOSE TRACTS OF LAND BEING A REMAINDER FROM A CALLED 100 ACRE TRACT DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLAN JOINER, RECORDED IN VOLUME 1118, PAGE 610 AND A CALLED 18.13 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL., RECORDED IN VOLUME 2078, PAGE 751 OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.);

BEGINNING IN BLUE FLAME ROAD AND IN THE NORTH LINE OF A TRACT OF LAND CALLED 67.842 ACRES, DESCRIBED BY DEED TO ORL II, LLC, RECORDED IN DOCUMENT NUMBER 2022-512 OF THE O.R.G.C.T.;

THENCE N 00° 00' 37" W, 634.04 FEET OVER AND ACROSS SAID 100 ACRE TRACT;

THENCE S 89° 52' 48" E, 754.96 FEET TO THE WEST LINE OF M.K. & T. RAILROAD RIGHT-OF-WAY AND THE EAST LINE OF SAID 18.13 ACRE TRACT;

THENCE FOLLOWING ALONG SAID WEST LINE OF M.K. & T. RAILROAD THE FOLLOWING BEARINGS AND DISTANCES:

S 20° 25' 30" W, 137.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 838.67 FEET, THROUGH A CENTRAL ANGLE OF 21° 51' 15", HAVING A RADIUS OF 2198.78 FEET, AND A LONG CHORD WHICH BEARS S 09° 29' 53" W, 833.60 FEET;

S 01° 25' 45" E, 344.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 397.48 FEET, THROUGH A CENTRAL ANGLE OF 12° 14' 37", HAVING A RADIUS OF 1860.08 FEET, AND A LONG CHORD WHICH BEARS S 04° 41' 33" W, 396.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 574.35 FEET, THROUGH A CENTRAL ANGLE OF 17° 52' 54", HAVING A RADIUS OF 1840.31 FEET, AND A LONG CHORD WHICH BEARS S 20° 17' 35" W, 572.02 FEET;

THENCE N 00° 00' 37" W, 1593.68 FEET IN BLUE FLAME ROAD AND IN THE EAST LINE OF SAID 67.482 ACRE TRACT;

THENCE N 89° 52' 48" W, 346.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 714,379 SQUARE FEET OR 16.400 ACRES MORE OR LESS.



dlagrone H:\ENGINEER\GIS\ESRI-jdp\Public Notification jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2801 blk Blue Flame Rd

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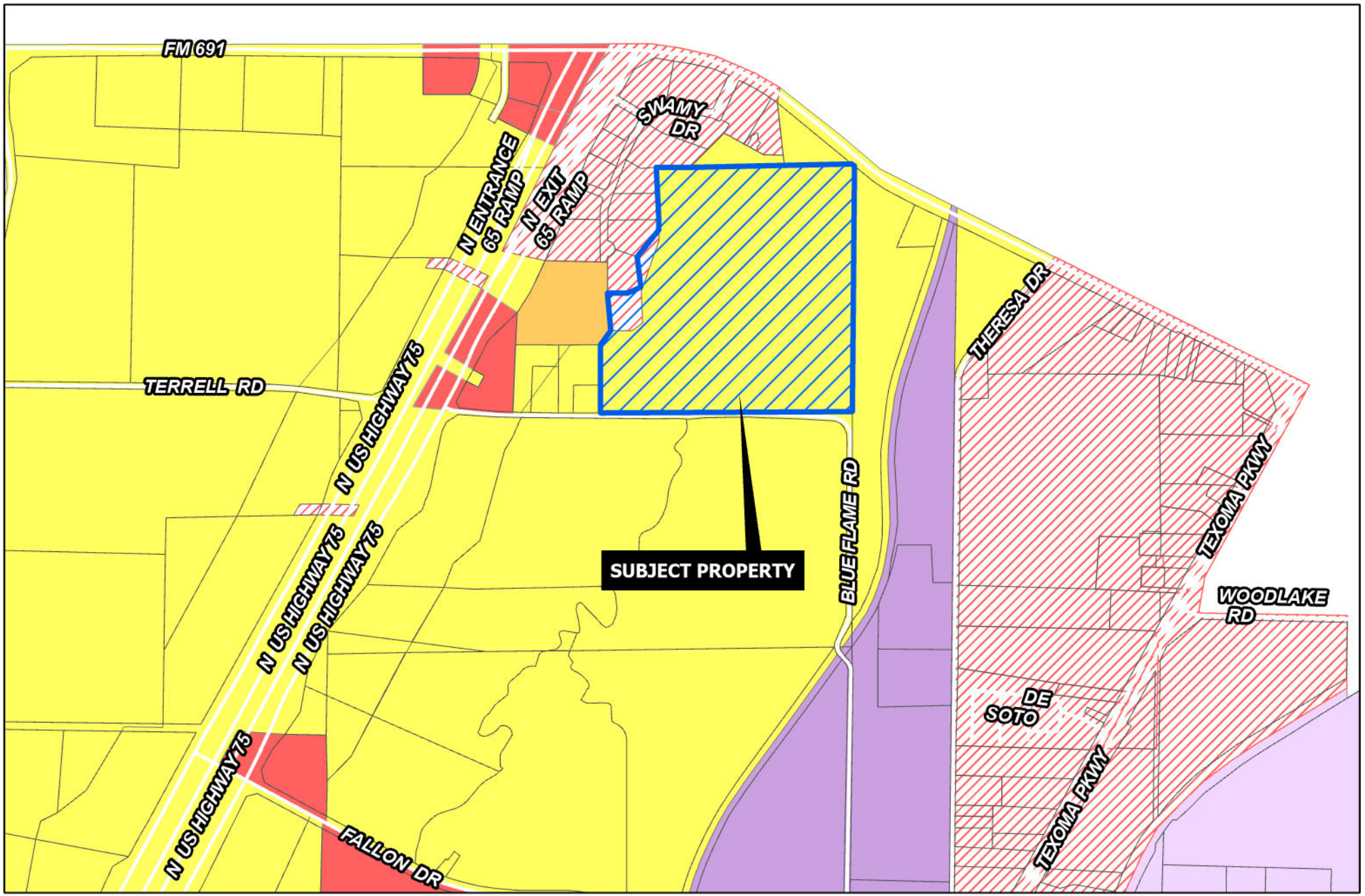
Date: 8/31/2023 2:09 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning&Zoning

CITY OF SHERMAN

2801 blk Blue Flame Rd

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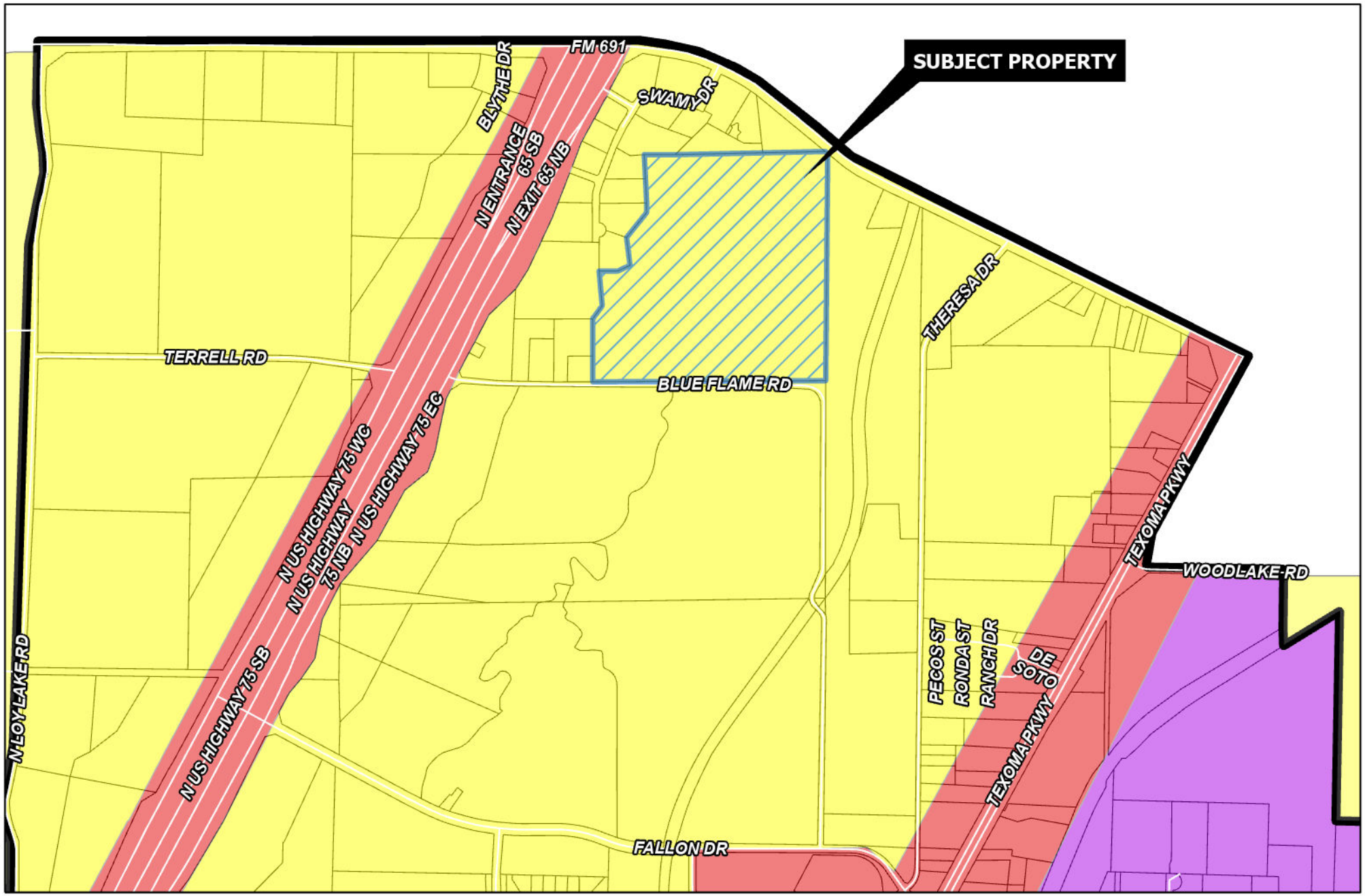
Date: 8/31/2023 2:09 PM



Date: 8/31/2023 2:32 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2801 blk Blue Flame Rd

N W E S

Marlow, Lauren

From: laurenm@cityofsherman.com
To: David Kalhoefer
Subject: RE: Blue Flame Village - Zoning Submittal

From: David Kalhoefer
Sent: Wednesday, September 6, 2023 4:02 PM
To: Marlow, Lauren
Cc: Sydney Gardenhire
Subject: Re: Blue Flame Village - Zoning Submittal









Sent from my iPhone

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023 Sent via email

Pelton Land Solutions
David Kalhoefer
11000 Frisco Street, Suite 400
Frisco, TX 75033

Jayne Wharton Joiner Grimes
3730 N. Versailles Ave
Dallas, TX 75209

Dear Applicants,

The request of a Public Hearing and Zone Change from R-6 (Single Family Residential) District to C-1 (Retail Business) District; Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District; Public Hearing and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District; and a Conceptual Site Plan approval for Retail/Office Development located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. This is a Conceptual Site Plan. Detailed Site Plans for Commercial and Multifamily developments will require Planning and Zoning approval before building permits will be issued. Please see Site Plan requirements: https://ecode360.com/41402548
7. The approval of this Conceptual Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas

Local Government Code Title 1, Sec. 212.004

10. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12
11. Blue Flame Road shall be improved from US Highway 75.
12. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. Email planning@cityofsherman.com with proposed street name(s). Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)
13. 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)
14. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)
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. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.

Fire Services

Buildings NOT equipped throughout with an approved automatic sprinkler system.

17. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
18. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Buildings equipped throughout with an approved automatic sprinkler system.

19. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
20. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
21. 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.

Solid Waste Services

22. No dumpster information provided. If a dumpster is provided:
    a. Dumpster enclosure must have a 10' minimum opening with 50' clearance in front of the dumpster.
    b. Dumpster enclosures shall be screened and shall not be visible from any street, highway or major thoroughfare. The dumpster enclosure shall be constructed of masonry or similar durable material.

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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. 29.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

2801 BLOCK BLUE FLAME ROAD AND 3000 BLOCK FM 691 (Project No. 23-005156)

The request of Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor) concerning the property located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, consisting of 105.241 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

A. Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to C-1 (Retail Business) District.
B. Tract 2, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.
C. Tract 3, consisting of 16.400 acres in the David Harrison Survey, Abstract No. 587 and the Daniel C. Shelp Survey, Abstract No. 1097 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District
D. Conceptual Site Plan approval for Retail/Office Development.

Background:

The property is located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 between Fallon Drive and FM 691. The owner is requesting a Zone Change on Tract 1, from R-6 (Single Family Residential) District to C-1 (Retail Business) District; Tract 2, from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District and Tract 3, from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District. The owner is also requesting Conceptual Site Plan approval for Retail/Office Development.

Adjacent Zoning:

R-6 (Single Family Residential) District
M-2 (Heavy Manufacturing) District

Origination:

Jayne Wharton Joiner Grimes (Owner)
David Kalhoefer, Peloton Land Solutions (Representative)
Peloton Land Solutions (Surveyor)

Master Plan Designation:

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.

and

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.

Number of notices mailed:

10

Objections Received:

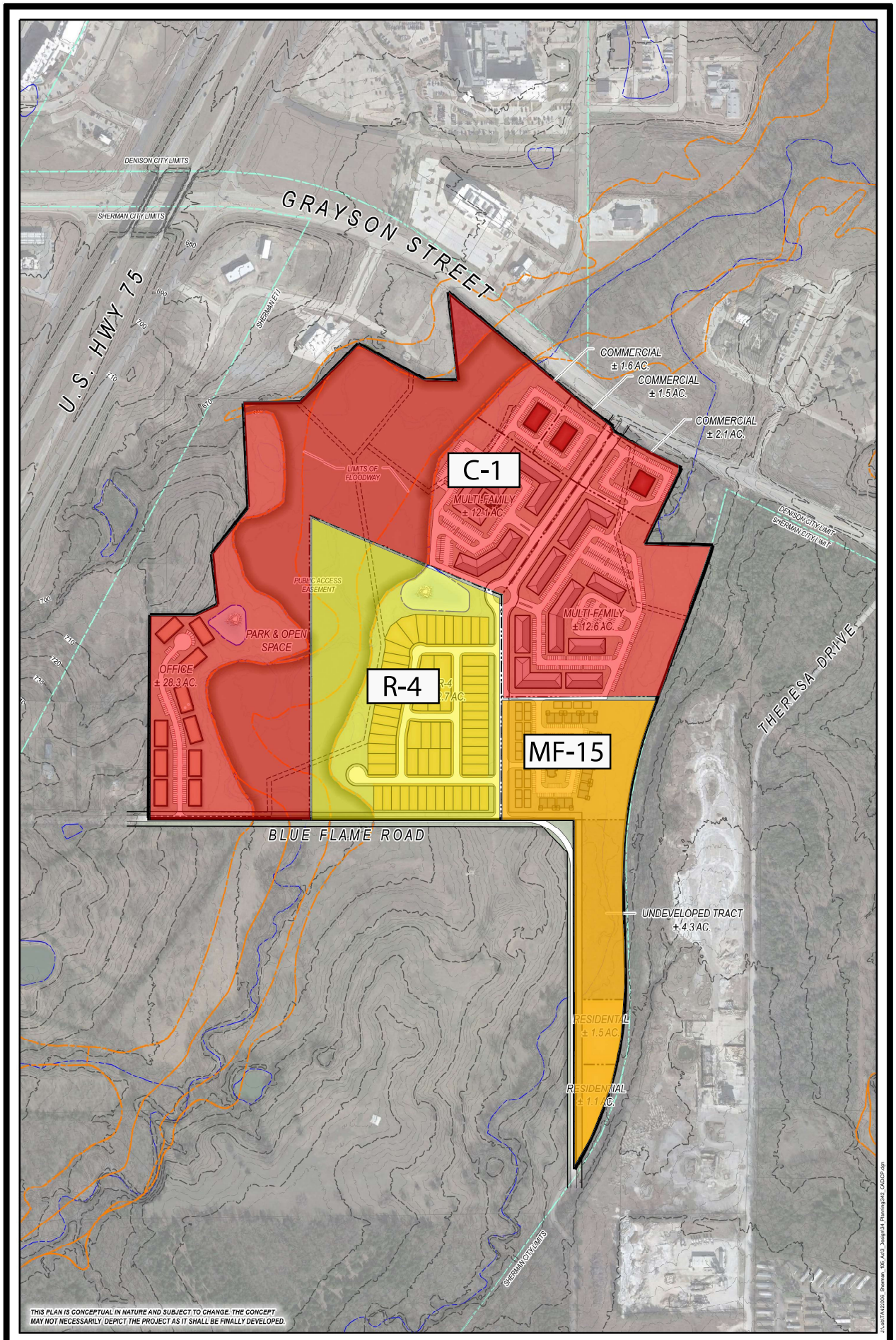
0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
Letter of Intent
Survey
Site Plan
Landscape Plan
Elevations
STAFF REVIEW LETTER



PELOTON LAND SOLUTIONS

CONCEPTUAL MASTER PLAN

SHERMAN 105

SHERMAN ETJ, TEXAS | ± 105 AC.

N

0 200' 400' 600'

GRAPHIC SCALE

AUGUST 2023

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 7.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6665

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 2, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (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 Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor) concerning the property located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Zoning Classification

Background:

The property is located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 between Fallon Drive and FM 691. The owner is requesting a Zone Change on Tract 2, from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.

Origination:

Jayne Wharton Joiner Grimes (Owner)
David Kalhoefer, Peloton Land Solutions (Representative)
Peloton Land Solutions (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6665
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication
Conceptual Site Plan

ORDINANCE NO. 6665

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 2, CONSISTING OF 24.000 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (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 Legal Description**, attached hereto, located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

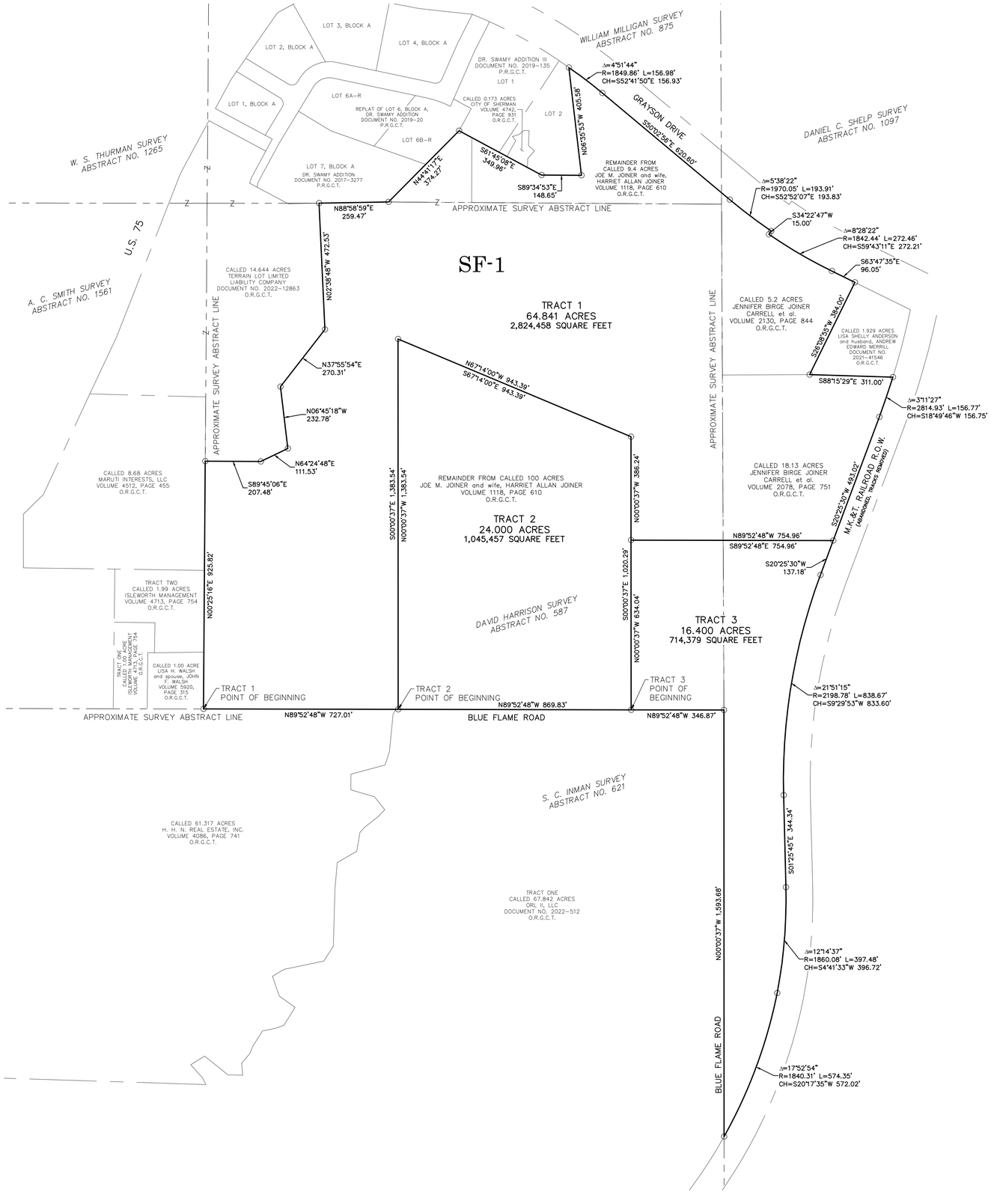
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Copyright © 2022 Peloton Land Solutions, Inc.



"This document was prepared under 22 Texas Administrative Code 138.95, 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."

Zoning Exhibit

SITUATED IN THE
DAVID HARRISON SURVEY, ABSTRACT NO. 587,
DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097,
AND WILLIAM MILLIGAN SURVEY,
ABSTRACT NO. 875
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET, SUITE 400 FRISCO, TEXAS 75033
TBPELS # 10194468 PH.# 469-213-1800

DWG NAME: G:\JOBS\TAN22006_Sherman_105_Ac\2_Srvy\Exhib\TAN22006_EX2.dwg

TRACT 1

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, THE WILLIAM MILLIGAN SURVEY, ABSTRACT NUMBER 875, AND THE DANIEL C. SHELP SURVEY, ABSTRACT NUMBER 1097, GRAYSON COUNTY, TEXAS, BEING PART OF THOSE TRACTS OF LAND TO A CALLED 100 ACRE TRACT, AND A CALLED 9.4 ACRE TRACT DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLEN JOINER, RECORDED IN VOLUME 1118, PAGE 610, BEING PART OF THAT TRACT OF LAND TO A CALLED 5.2 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL., RECORDED IN VOLUME 2130, PAGE 844, AND BEING PART OF THAT TRACT OF LAND TO A CALLED 18.13 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL, RECORDED IN VOLUME 2078, PAGE 751, OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 100 ACRE TRACT AND BEING IN BLUE FLAME ROAD;

THENCE FOLLOWING THE WEST LINE OF SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 25' 16" E, 925.82 FEET;

S 89° 45' 06" E, 207.48 FEET;

N 64° 24' 48" E, 111.53 FEET;

N 06° 45' 18" W, 232.78 FEET;

N 37° 55' 54" E, 270.31 FEET;

N 02° 38' 48" W, 472.53 FEET TO THE SOUTH LINE OF A TRACT OF LAND KNOWN AS LOT 7, BLOCK A, DESCRIBED BY DEED TO DR. SWAMY ADDITION, DOCUMENT NUMBER 2019-3277 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS (P.R.G.C.T.);

THENCE N 88° 58' 59" E, 259.47 FEET ALONG THE SOUTH LINE OF LOT 7, BLOCK A TRACT, AND IN THE NORTH LINE OF SAID 100 ACRE TRACT;

THENCE N 44° 41' 17" E, 374.27 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 1 OF DR. SWAMY ADDITION III, RECORDED IN DOCUMENT NUMBER 2019-135 OF SAID P.R.G.C.T.;

THENCE S 61° 45' 08" E, 349.96 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 2;

THENCE S 89° 34' 53" E, 148.65 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE N 06° 35' 53" W, 405.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAYSON DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE FOLLOWING ALONG THE SOUTH LINE OF SAID GRAYSON DRIVE THE FOLLOWING BEARINGS AND DISTANCES:

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 156.98 FEET, THROUGH A CENTRAL ANGLE OF 04° 51' 44", HAVING A RADIUS OF 1849.86 FEET, AND A LONG CHORD WHICH BEARS S 52° 41' 50" E, 156.93 FEET;

S 50° 02' 56" E, 620.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 193.91 FEET, THROUGH A CENTRAL ANGLE OF 05° 38' 22", HAVING A RADIUS OF 1970.05 FEET, AND A LONG CHORD WHICH BEARS S 52° 52' 07" E, 193.83 FEET;

S 34° 22' 47" W, 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 272.46 FEET, THROUGH A CENTRAL ANGLE OF 08° 28' 22", HAVING A RADIUS OF 1842.44 FEET, AND A LONG CHORD WHICH BEARS S 59° 43' 11" E, 272.21 FEET;

S 63° 47' 35" E, 96.05 FEET TO THE NORTHEAST CORNER OF SAID 5.2 ACRE TRACT;

THENCE S 26° 08' 55" W, 384.00 FEET FOLLOWING ALONG THE EAST LINE OF SAID 5.2 ACRE TRACT TO THE SOUTHWEST CORNER OF A CALLED 1.929 ACRE TRACT DESCRIBED BY DEED TO LISA SHELLY ANDERSON AND HUSBAND, ANDRE EDWARD MERRILL, RECORDED IN DOCUMENT NUMBER 2021-41546 OF THE O.R.G.C.T.;

THENCE S 88° 15' 29" E, 311.00 FEET ALONG THE NORTH LINE OF SAID 18.13 ACRE TRACT TO THE WEST LINE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 156.77 FEET, THROUGH A CENTRAL ANGLE OF 03° 11' 27", HAVING A RADIUS OF 2814.93 FEET, AND A LONG CHORD WHICH BEARS S 18° 49' 46" W, 156.75 FEET FOLLOWING ALONG SAID WEST LINE;

THENCE S 20° 25' 30" W, 493.02 FEET;

THENCE DEPARTING SAID WEST LINE OVER AND ACROSS SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 89° 52' 48" W, 754.96 FEET;

N 00° 00' 37" W, 386.24 FEET;

N 67° 14' 00" W, 943.39 FEET;

S 00° 00' 37" E, 1383.54 FEET;

THENCE N 89° 52' 48" W, 727.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,824,458 SQUARE FEET OR 64.841 ACRES MORE OR LESS.

TRACT 2

BEING THAT CERTAIN TRACT OF LAND LOCATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, BEING A REMAINDER FROM A 100 ACRE TRACT OF LAND DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLAN JOINER, RECORDED IN VOLUME 1118, PAGE 610 OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.);

BEGINNING IN BLUE FLAME ROAD AND IN THE NORTH LINE OF A TRACT OF LAND CALLED 67.842 ACRES, DESCRIBED BY DEED TO ORL II, LLC, RECORDED IN DOCUMENT NUMBER 2022-512 OF THE O.R.G.C.T.;

THENCE DEPARTING SAID BLUE FLAME ROAD OVER AND ACROSS SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 00' 37" W, 1383.54 FEET;

S 67° 14' 00" E, 943.39 FEET;

S 00° 00' 37" E, 386.24 FEET;

S 00° 00' 37" E, 634.04 FEET;

THENCE N 89° 52' 48" W, 869.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,045,457 SQUARE FEET OR 24.000 ACRES MORE OR LESS.

TRACT 3

BEING THAT CERTAIN TRACT OF LAND LOCATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, AND THE DANIEL C. SHELP SURVEY, ABSTRACT NUMBER 1097, BEING PART OF THOSE TRACTS OF LAND BEING A REMAINDER FROM A CALLED 100 ACRE TRACT DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLAN JOINER, RECORDED IN VOLUME 1118, PAGE 610 AND A CALLED 18.13 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL., RECORDED IN VOLUME 2078, PAGE 751 OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.);

BEGINNING IN BLUE FLAME ROAD AND IN THE NORTH LINE OF A TRACT OF LAND CALLED 67.842 ACRES, DESCRIBED BY DEED TO ORL II, LLC, RECORDED IN DOCUMENT NUMBER 2022-512 OF THE O.R.G.C.T.;

THENCE N 00° 00' 37" W, 634.04 FEET OVER AND ACROSS SAID 100 ACRE TRACT;

THENCE S 89° 52' 48" E, 754.96 FEET TO THE WEST LINE OF M.K. & T. RAILROAD RIGHT-OF-WAY AND THE EAST LINE OF SAID 18.13 ACRE TRACT;

THENCE FOLLOWING ALONG SAID WEST LINE OF M.K. & T. RAILROAD THE FOLLOWING BEARINGS AND DISTANCES:

S 20° 25' 30" W, 137.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 838.67 FEET, THROUGH A CENTRAL ANGLE OF 21° 51' 15", HAVING A RADIUS OF 2198.78 FEET, AND A LONG CHORD WHICH BEARS S 09° 29' 53" W, 833.60 FEET;

S 01° 25' 45" E, 344.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 397.48 FEET, THROUGH A CENTRAL ANGLE OF 12° 14' 37", HAVING A RADIUS OF 1860.08 FEET, AND A LONG CHORD WHICH BEARS S 04° 41' 33" W, 396.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 574.35 FEET, THROUGH A CENTRAL ANGLE OF 17° 52' 54", HAVING A RADIUS OF 1840.31 FEET, AND A LONG CHORD WHICH BEARS S 20° 17' 35" W, 572.02 FEET;

THENCE N 00° 00' 37" W, 1593.68 FEET IN BLUE FLAME ROAD AND IN THE EAST LINE OF SAID 67.482 ACRE TRACT;

THENCE N 89° 52' 48" W, 346.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 714,379 SQUARE FEET OR 16.400 ACRES MORE OR LESS.



dlagrone H:\ENGINEER\GIS\ESRI-jdp\Public Notification jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

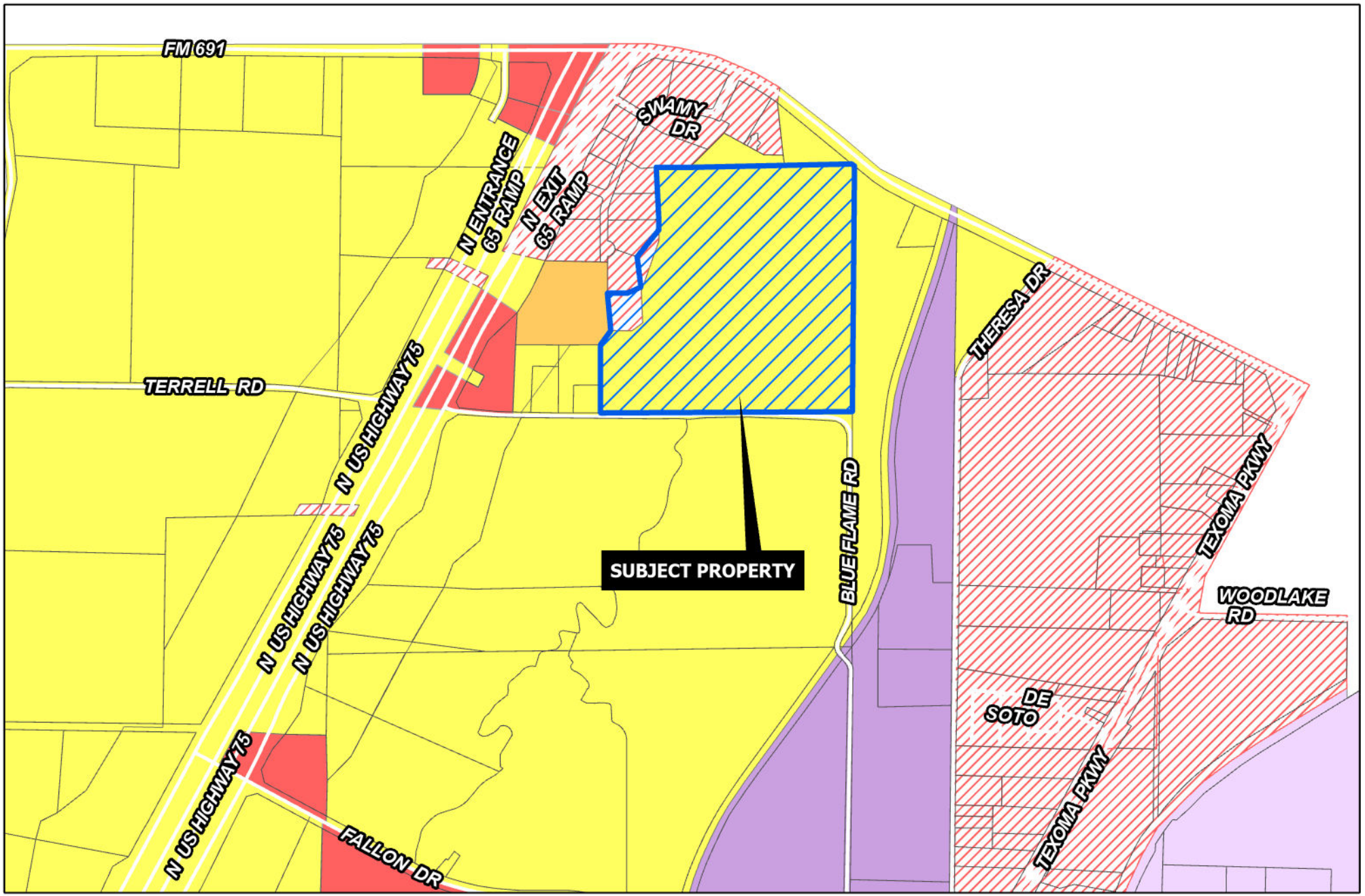
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2801 blk Blue Flame Rd

N
W E
S

Date: 8/31/2023 2:09 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning&Zoning

CITY OF SHERMAN

2801 blk Blue Flame Rd

N
W E
S

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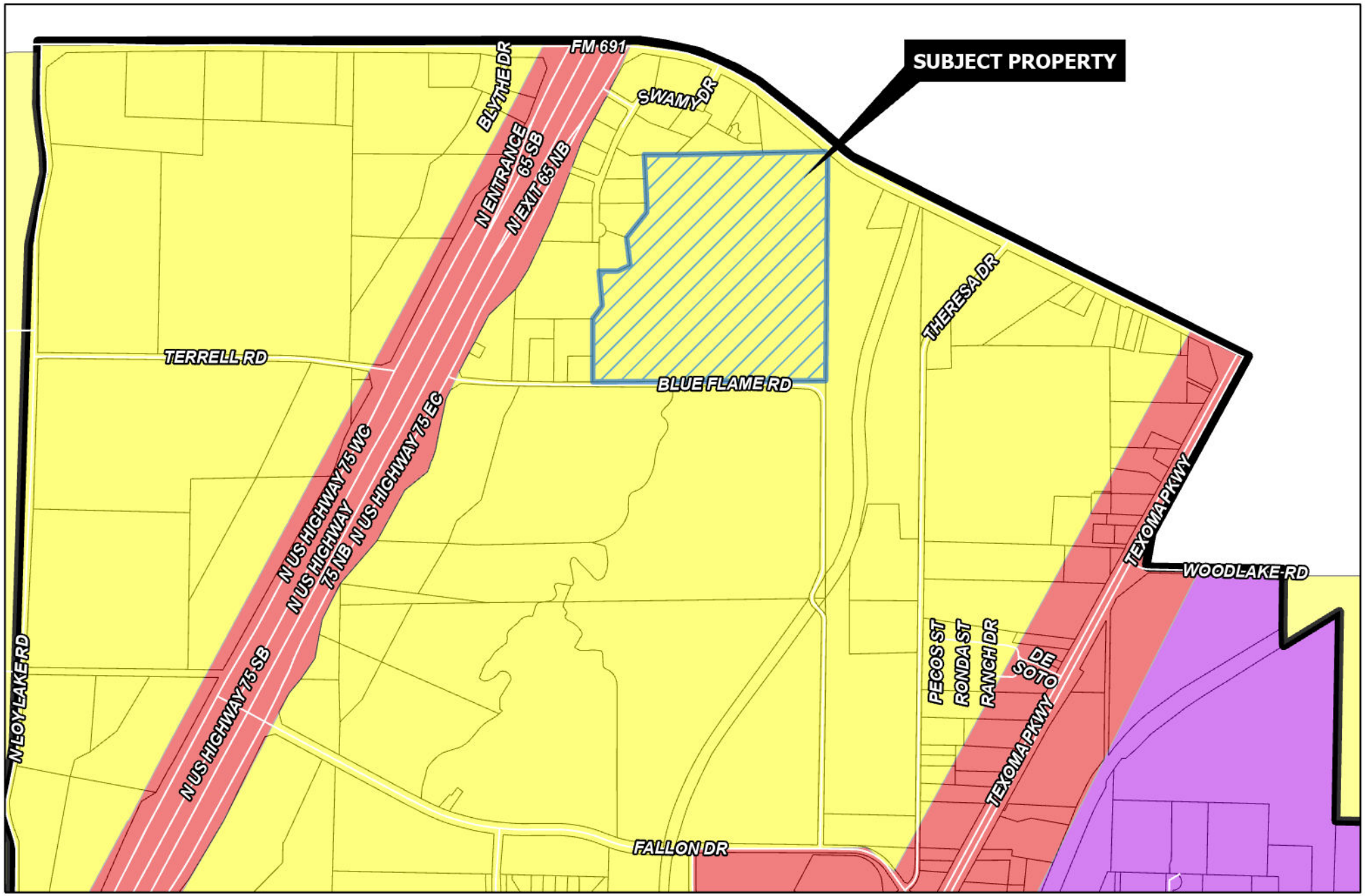

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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2801 blk Blue Flame Rd

N W E S

Marlow, Lauren

From: laurenm@cityofsherman.com
To: David Kalhoefer
Subject: RE: Blue Flame Village - Zoning Submittal

From: David Kalhoefer
Sent: Wednesday, September 6, 2023 4:02 PM
To: Marlow, Lauren
Cc: Sydney Gardenhire
Subject: Re: Blue Flame Village - Zoning Submittal









Sent from my iPhone

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023 Sent via email

Pelton Land Solutions
David Kalhoefer
11000 Frisco Street, Suite 400
Frisco, TX 75033

Jayne Wharton Joiner Grimes
3730 N. Versailles Ave
Dallas, TX 75209

Dear Applicants,

The request of a Public Hearing and Zone Change from R-6 (Single Family Residential) District to C-1 (Retail Business) District; Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District; Public Hearing and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District; and a Conceptual Site Plan approval for Retail/Office Development located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. This is a Conceptual Site Plan. Detailed Site Plans for Commercial and Multifamily developments will require Planning and Zoning approval before building permits will be issued. Please see Site Plan requirements: https://ecode360.com/41402548
7. The approval of this Conceptual Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas

Local Government Code Title 1, Sec. 212.004

10. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12
11. Blue Flame Road shall be improved from US Highway 75.
12. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. Email planning@cityofsherman.com with proposed street name(s). Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)
13. 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)
14. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)
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. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.

Fire Services

Buildings NOT equipped throughout with an approved automatic sprinkler system.

17. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
18. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Buildings equipped throughout with an approved automatic sprinkler system.

19. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
20. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
21. 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.

Solid Waste Services

22. No dumpster information provided. If a dumpster is provided:
    a. Dumpster enclosure must have a 10' minimum opening with 50' clearance in front of the dumpster.
    b. Dumpster enclosures shall be screened and shall not be visible from any street, highway or major thoroughfare. The dumpster enclosure shall be constructed of masonry or similar durable material.

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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. 29.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

2801 BLOCK BLUE FLAME ROAD AND 3000 BLOCK FM 691 (Project No. 23-005156)

The request of Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor) concerning the property located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, consisting of 105.241 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

A. Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to C-1 (Retail Business) District.
B. Tract 2, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.
C. Tract 3, consisting of 16.400 acres in the David Harrison Survey, Abstract No. 587 and the Daniel C. Shelp Survey, Abstract No. 1097 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District
D. Conceptual Site Plan approval for Retail/Office Development.

Background:

The property is located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 between Fallon Drive and FM 691. The owner is requesting a Zone Change on Tract 1, from R-6 (Single Family Residential) District to C-1 (Retail Business) District; Tract 2, from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District and Tract 3, from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District. The owner is also requesting Conceptual Site Plan approval for Retail/Office Development.

Adjacent Zoning:

R-6 (Single Family Residential) District
M-2 (Heavy Manufacturing) District

Origination:

Jayne Wharton Joiner Grimes (Owner)
David Kalhoefer, Peloton Land Solutions (Representative)
Peloton Land Solutions (Surveyor)

Master Plan Designation:

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.

and

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.

Number of notices mailed:

10

Objections Received:

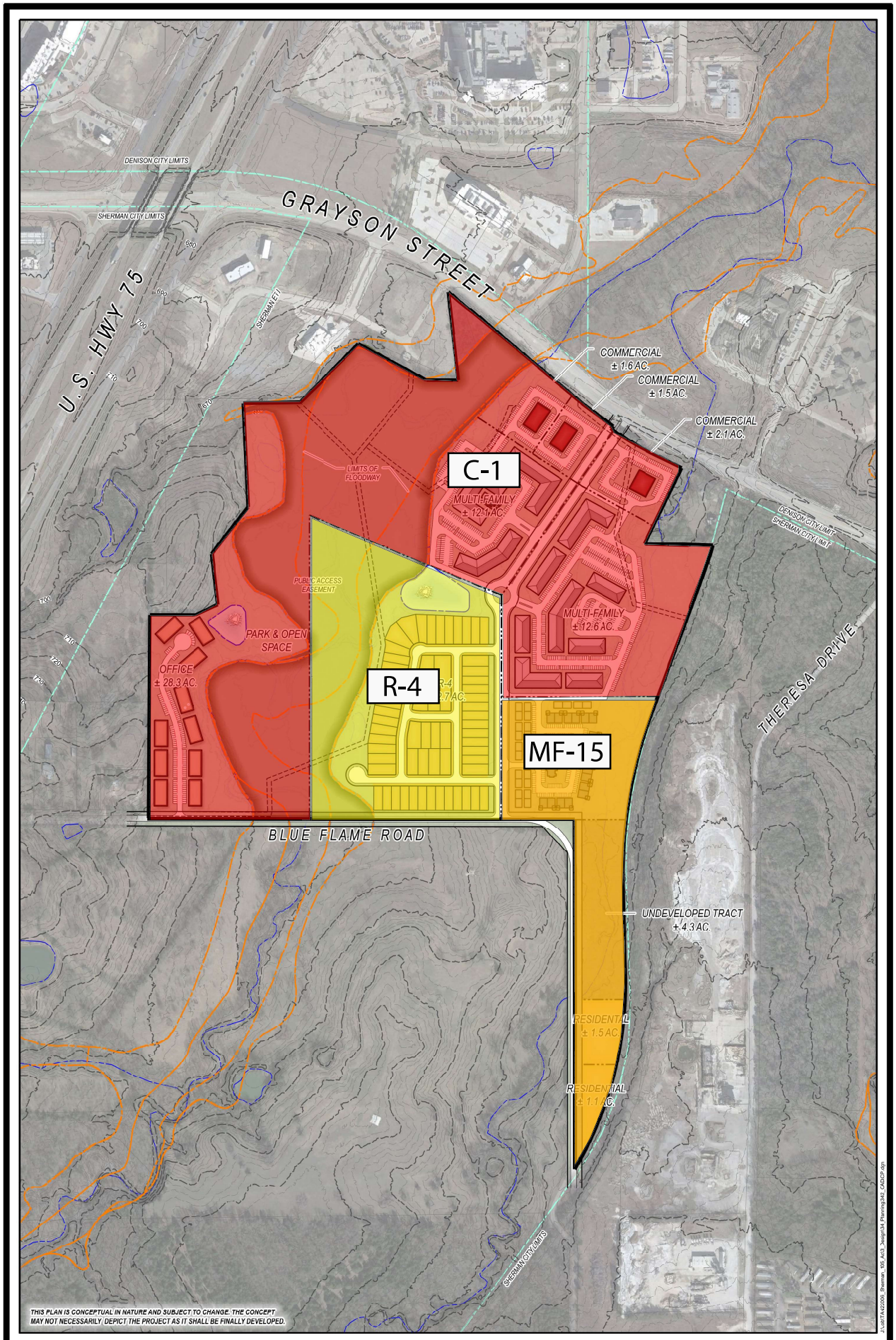
0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
Letter of Intent
Survey
Site Plan
Landscape Plan
Elevations
STAFF REVIEW LETTER



PELOTON LAND SOLUTIONS

CONCEPTUAL MASTER PLAN

SHERMAN 105

SHERMAN ETJ, TEXAS | ± 105 AC.

N

0 200' 400' 600'

GRAPHIC SCALE

AUGUST 2023

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 8.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6666

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 3, consisting of 16.400 acres in the David Harrison Survey, Abstract No. 587 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the MF-15 (Multi Family Residential) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (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 Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor) concerning the property located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, consisting of 16.400 acres in the David Harrison Survey, Abstract No. 587 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the MF-15 (Multi Family Residential) District Zoning Classification

Background:

The property is located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 between Fallon Drive and FM 691. The owner is requesting a Zone Change on Tract 3, from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District.

Origination:

Jayne Wharton Joiner Grimes (Owner)
David Kalhoefer, Peloton Land Solutions (Representative)
Peloton Land Solutions (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends denial.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6666
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication
Conceptual Site Plan

ORDINANCE NO. 6666

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, TRACT 3, CONSISTING OF 16.400 ACRES IN THE DAVID HARRISON SURVEY, ABSTRACT NO. 587 AND THE DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK BLUE FLAME ROAD AND THE 3000 BLOCK FM 691, HERETOFORE ZONED AN R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT CLASSIFICATION, JAYNE WHARTON JOINER GRIMES (OWNER), DAVID KALHOEFER, PELOTON LAND SOLUTIONS (REPRESENTATIVE) AND PELOTON LAND SOLUTIONS (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 Legal Description**, attached hereto, located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-15 (Multi Family Residential) District and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

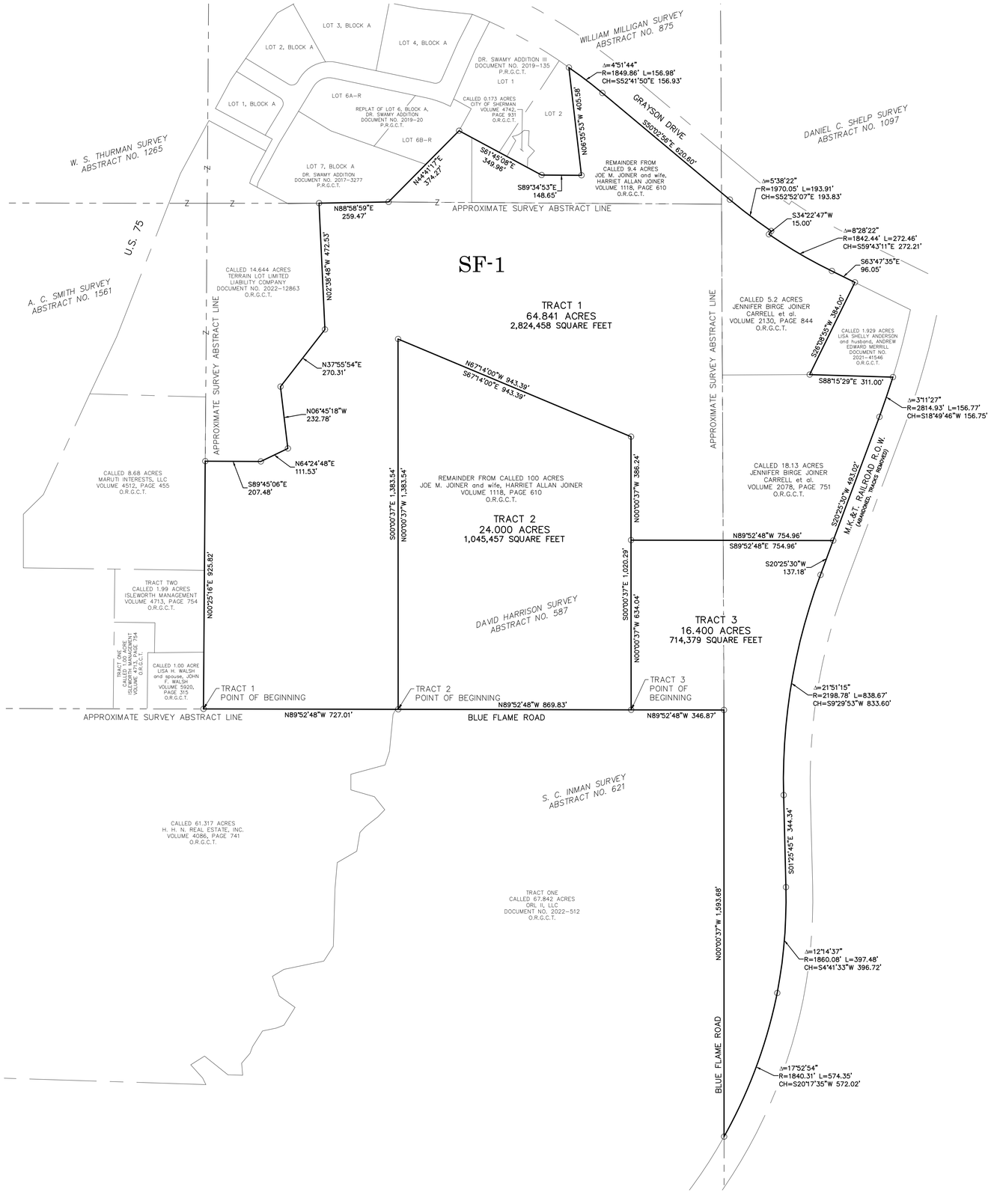
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Copyright © 2022 Peloton Land Solutions, Inc.



"This document was prepared under 22 Texas Administrative Code 138.95, 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."

Zoning Exhibit

SITUATED IN THE
DAVID HARRISON SURVEY, ABSTRACT NO. 587,
DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097,
AND WILLIAM MILLIGAN SURVEY,
ABSTRACT NO. 875
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET, SUITE 400 FRISCO, TEXAS 75033
TBPELS # 10194468 PH.# 469-213-1800

DWG NAME: G:\JOBS\TAN22006_Sherman_105_Ac\2_Srvy\Exhib\TAN22006_EX2.dwg

TRACT 1

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, THE WILLIAM MILLIGAN SURVEY, ABSTRACT NUMBER 875, AND THE DANIEL C. SHELP SURVEY, ABSTRACT NUMBER 1097, GRAYSON COUNTY, TEXAS, BEING PART OF THOSE TRACTS OF LAND TO A CALLED 100 ACRE TRACT, AND A CALLED 9.4 ACRE TRACT DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLEN JOINER, RECORDED IN VOLUME 1118, PAGE 610, BEING PART OF THAT TRACT OF LAND TO A CALLED 5.2 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL., RECORDED IN VOLUME 2130, PAGE 844, AND BEING PART OF THAT TRACT OF LAND TO A CALLED 18.13 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL, RECORDED IN VOLUME 2078, PAGE 751, OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 100 ACRE TRACT AND BEING IN BLUE FLAME ROAD;

THENCE FOLLOWING THE WEST LINE OF SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 25' 16" E, 925.82 FEET;

S 89° 45' 06" E, 207.48 FEET;

N 64° 24' 48" E, 111.53 FEET;

N 06° 45' 18" W, 232.78 FEET;

N 37° 55' 54" E, 270.31 FEET;

N 02° 38' 48" W, 472.53 FEET TO THE SOUTH LINE OF A TRACT OF LAND KNOWN AS LOT 7, BLOCK A, DESCRIBED BY DEED TO DR. SWAMY ADDITION, DOCUMENT NUMBER 2019-3277 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS (P.R.G.C.T.);

THENCE N 88° 58' 59" E, 259.47 FEET ALONG THE SOUTH LINE OF LOT 7, BLOCK A TRACT, AND IN THE NORTH LINE OF SAID 100 ACRE TRACT;

THENCE N 44° 41' 17" E, 374.27 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 1 OF DR. SWAMY ADDITION III, RECORDED IN DOCUMENT NUMBER 2019-135 OF SAID P.R.G.C.T.;

THENCE S 61° 45' 08" E, 349.96 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 2;

THENCE S 89° 34' 53" E, 148.65 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE N 06° 35' 53" W, 405.58 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRAYSON DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE FOLLOWING ALONG THE SOUTH LINE OF SAID GRAYSON DRIVE THE FOLLOWING BEARINGS AND DISTANCES:

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 156.98 FEET, THROUGH A CENTRAL ANGLE OF 04° 51' 44", HAVING A RADIUS OF 1849.86 FEET, AND A LONG CHORD WHICH BEARS S 52° 41' 50" E, 156.93 FEET;

S 50° 02' 56" E, 620.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 193.91 FEET, THROUGH A CENTRAL ANGLE OF 05° 38' 22", HAVING A RADIUS OF 1970.05 FEET, AND A LONG CHORD WHICH BEARS S 52° 52' 07" E, 193.83 FEET;

S 34° 22' 47" W, 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

WITH SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 272.46 FEET, THROUGH A CENTRAL ANGLE OF 08° 28' 22", HAVING A RADIUS OF 1842.44 FEET, AND A LONG CHORD WHICH BEARS S 59° 43' 11" E, 272.21 FEET;

S 63° 47' 35" E, 96.05 FEET TO THE NORTHEAST CORNER OF SAID 5.2 ACRE TRACT;

THENCE S 26° 08' 55" W, 384.00 FEET FOLLOWING ALONG THE EAST LINE OF SAID 5.2 ACRE TRACT TO THE SOUTHWEST CORNER OF A CALLED 1.929 ACRE TRACT DESCRIBED BY DEED TO LISA SHELLY ANDERSON AND HUSBAND, ANDRE EDWARD MERRILL, RECORDED IN DOCUMENT NUMBER 2021-41546 OF THE O.R.G.C.T.;

THENCE S 88° 15' 29" E, 311.00 FEET ALONG THE NORTH LINE OF SAID 18.13 ACRE TRACT TO THE WEST LINE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 156.77 FEET, THROUGH A CENTRAL ANGLE OF 03° 11' 27", HAVING A RADIUS OF 2814.93 FEET, AND A LONG CHORD WHICH BEARS S 18° 49' 46" W, 156.75 FEET FOLLOWING ALONG SAID WEST LINE;

THENCE S 20° 25' 30" W, 493.02 FEET;

THENCE DEPARTING SAID WEST LINE OVER AND ACROSS SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 89° 52' 48" W, 754.96 FEET;

N 00° 00' 37" W, 386.24 FEET;

N 67° 14' 00" W, 943.39 FEET;

S 00° 00' 37" E, 1383.54 FEET;

THENCE N 89° 52' 48" W, 727.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,824,458 SQUARE FEET OR 64.841 ACRES MORE OR LESS.

TRACT 2

BEING THAT CERTAIN TRACT OF LAND LOCATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, BEING A REMAINDER FROM A 100 ACRE TRACT OF LAND DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLAN JOINER, RECORDED IN VOLUME 1118, PAGE 610 OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.);

BEGINNING IN BLUE FLAME ROAD AND IN THE NORTH LINE OF A TRACT OF LAND CALLED 67.842 ACRES, DESCRIBED BY DEED TO ORL II, LLC, RECORDED IN DOCUMENT NUMBER 2022-512 OF THE O.R.G.C.T.;

THENCE DEPARTING SAID BLUE FLAME ROAD OVER AND ACROSS SAID 100 ACRE TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00° 00' 37" W, 1383.54 FEET;

S 67° 14' 00" E, 943.39 FEET;

S 00° 00' 37" E, 386.24 FEET;

S 00° 00' 37" E, 634.04 FEET;

THENCE N 89° 52' 48" W, 869.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,045,457 SQUARE FEET OR 24.000 ACRES MORE OR LESS.

TRACT 3

BEING THAT CERTAIN TRACT OF LAND LOCATED IN THE DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, AND THE DANIEL C. SHELP SURVEY, ABSTRACT NUMBER 1097, BEING PART OF THOSE TRACTS OF LAND BEING A REMAINDER FROM A CALLED 100 ACRE TRACT DESCRIBED BY DEED TO JOE M. JOINER AND WIFE, HARRIET ALLAN JOINER, RECORDED IN VOLUME 1118, PAGE 610 AND A CALLED 18.13 ACRE TRACT DESCRIBED BY DEED TO JENNIFER BIRGE JOINER CARRELL ET AL., RECORDED IN VOLUME 2078, PAGE 751 OF THE OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS (O.R.G.C.T.);

BEGINNING IN BLUE FLAME ROAD AND IN THE NORTH LINE OF A TRACT OF LAND CALLED 67.842 ACRES, DESCRIBED BY DEED TO ORL II, LLC, RECORDED IN DOCUMENT NUMBER 2022-512 OF THE O.R.G.C.T.;

THENCE N 00° 00' 37" W, 634.04 FEET OVER AND ACROSS SAID 100 ACRE TRACT;

THENCE S 89° 52' 48" E, 754.96 FEET TO THE WEST LINE OF M.K. & T. RAILROAD RIGHT-OF-WAY AND THE EAST LINE OF SAID 18.13 ACRE TRACT;

THENCE FOLLOWING ALONG SAID WEST LINE OF M.K. & T. RAILROAD THE FOLLOWING BEARINGS AND DISTANCES:

S 20° 25' 30" W, 137.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 838.67 FEET, THROUGH A CENTRAL ANGLE OF 21° 51' 15", HAVING A RADIUS OF 2198.78 FEET, AND A LONG CHORD WHICH BEARS S 09° 29' 53" W, 833.60 FEET;

S 01° 25' 45" E, 344.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 397.48 FEET, THROUGH A CENTRAL ANGLE OF 12° 14' 37", HAVING A RADIUS OF 1860.08 FEET, AND A LONG CHORD WHICH BEARS S 04° 41' 33" W, 396.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 574.35 FEET, THROUGH A CENTRAL ANGLE OF 17° 52' 54", HAVING A RADIUS OF 1840.31 FEET, AND A LONG CHORD WHICH BEARS S 20° 17' 35" W, 572.02 FEET;

THENCE N 00° 00' 37" W, 1593.68 FEET IN BLUE FLAME ROAD AND IN THE EAST LINE OF SAID 67.482 ACRE TRACT;

THENCE N 89° 52' 48" W, 346.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 714,379 SQUARE FEET OR 16.400 ACRES MORE OR LESS.



dlagrone H:\ENGINEER\GIS\ESRI-jdp\Public Notification jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

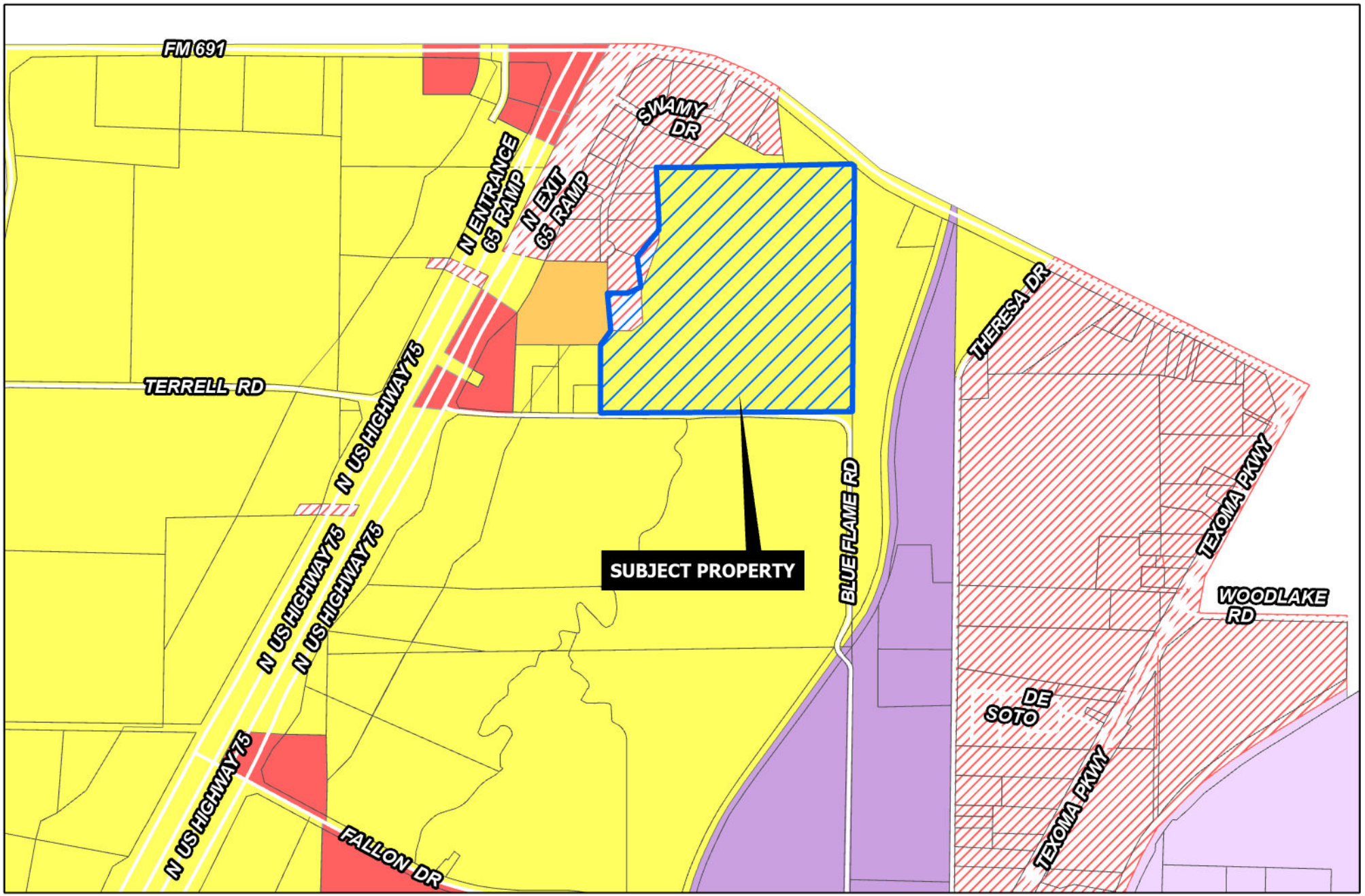
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2801 blk Blue Flame Rd

N
W E
S

Date: 8/31/2023 2:09 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

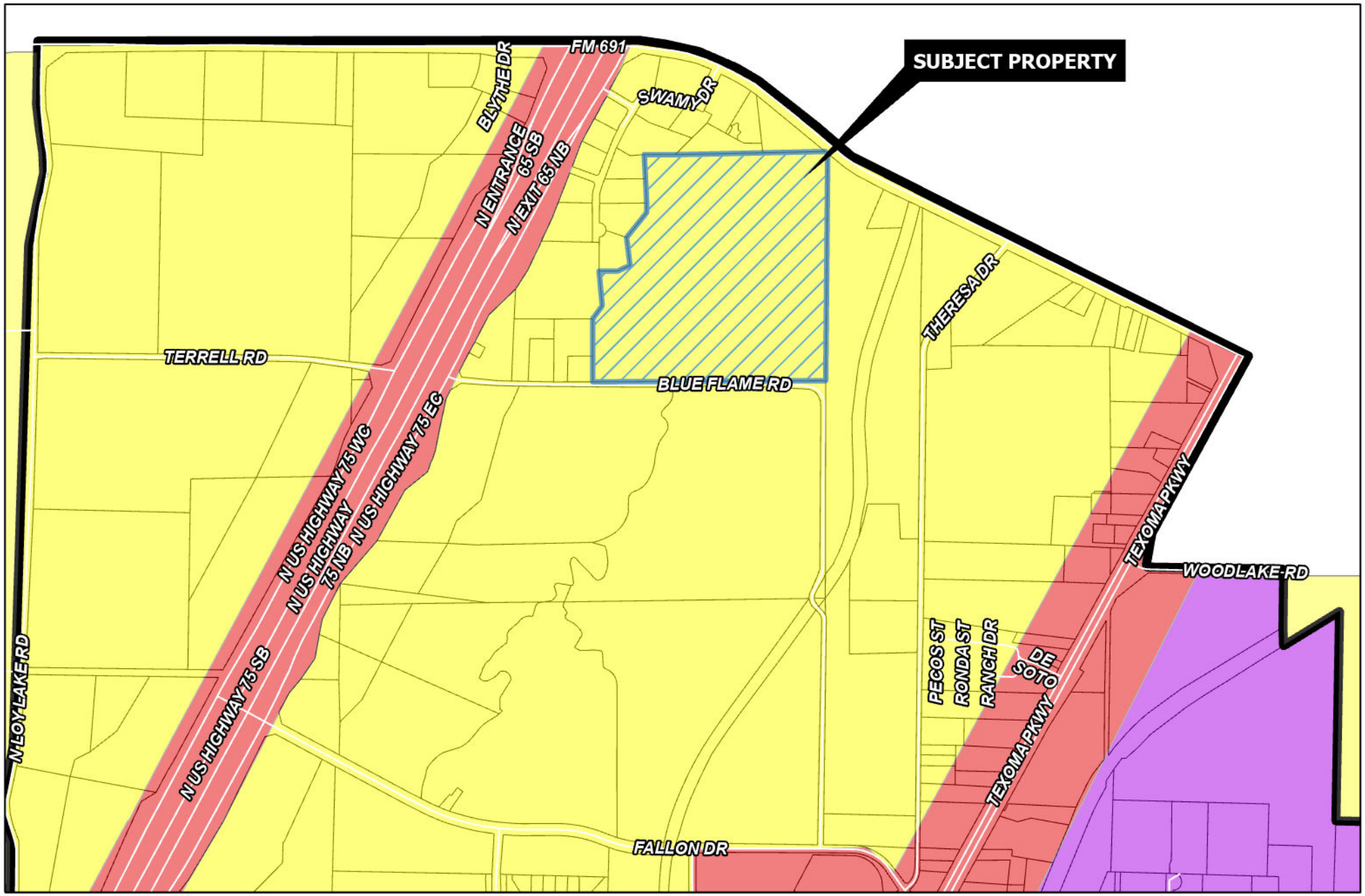
Planning&Zoning

CITY OF SHERMAN

2801 blk Blue Flame Rd

N
W E
S

Date: 8/31/2023 2:09 PM



Date: 8/31/2023 2:32 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2801 blk Blue Flame Rd

N W E S

Marlow, Lauren

From: laurenm@cityofsherman.com
To: David Kalhoefer
Subject: RE: Blue Flame Village - Zoning Submittal

From: David Kalhoefer
Sent: Wednesday, September 6, 2023 4:02 PM
To: Marlow, Lauren
Cc: Sydney Gardenhire
Subject: Re: Blue Flame Village - Zoning Submittal









Sent from my iPhone

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023 Sent via email

Pelton Land Solutions
David Kalhoefer
11000 Frisco Street, Suite 400
Frisco, TX 75033

Jayne Wharton Joiner Grimes
3730 N. Versailles Ave
Dallas, TX 75209

Dear Applicants,

The request of a Public Hearing and Zone Change from R-6 (Single Family Residential) District to C-1 (Retail Business) District; Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District; Public Hearing and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District; and a Conceptual Site Plan approval for Retail/Office Development located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. This is a Conceptual Site Plan. Detailed Site Plans for Commercial and Multifamily developments will require Planning and Zoning approval before building permits will be issued. Please see Site Plan requirements: https://ecode360.com/41402548
7. The approval of this Conceptual Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas

Local Government Code Title 1, Sec. 212.004

10. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12
11. Blue Flame Road shall be improved from US Highway 75.
12. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. Email planning@cityofsherman.com with proposed street name(s). Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)
13. 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)
14. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)
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. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.

Fire Services

Buildings NOT equipped throughout with an approved automatic sprinkler system.

17. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
18. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Buildings equipped throughout with an approved automatic sprinkler system.

19. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
20. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
21. 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.

Solid Waste Services

22. No dumpster information provided. If a dumpster is provided:
    a. Dumpster enclosure must have a 10' minimum opening with 50' clearance in front of the dumpster.
    b. Dumpster enclosures shall be screened and shall not be visible from any street, highway or major thoroughfare. The dumpster enclosure shall be constructed of masonry or similar durable material.

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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. 29.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

2801 BLOCK BLUE FLAME ROAD AND 3000 BLOCK FM 691 (Project No. 23-005156)

The request of Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor) concerning the property located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, consisting of 105.241 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

A. Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to C-1 (Retail Business) District.
B. Tract 2, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.
C. Tract 3, consisting of 16.400 acres in the David Harrison Survey, Abstract No. 587 and the Daniel C. Shelp Survey, Abstract No. 1097 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District
D. Conceptual Site Plan approval for Retail/Office Development.

Background:

The property is located in the 2801 Block Blue Flame Road and the 3000 Block FM 691 between Fallon Drive and FM 691. The owner is requesting a Zone Change on Tract 1, from R-6 (Single Family Residential) District to C-1 (Retail Business) District; Tract 2, from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District and Tract 3, from R-6 (Single Family Residential) District to MF-15 (Multi Family Residential) District. The owner is also requesting Conceptual Site Plan approval for Retail/Office Development.

Adjacent Zoning:

R-6 (Single Family Residential) District
M-2 (Heavy Manufacturing) District

Origination:

Jayne Wharton Joiner Grimes (Owner)
David Kalhoefer, Peloton Land Solutions (Representative)
Peloton Land Solutions (Surveyor)

Master Plan Designation:

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.

and

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.

Number of notices mailed:

10

Objections Received:

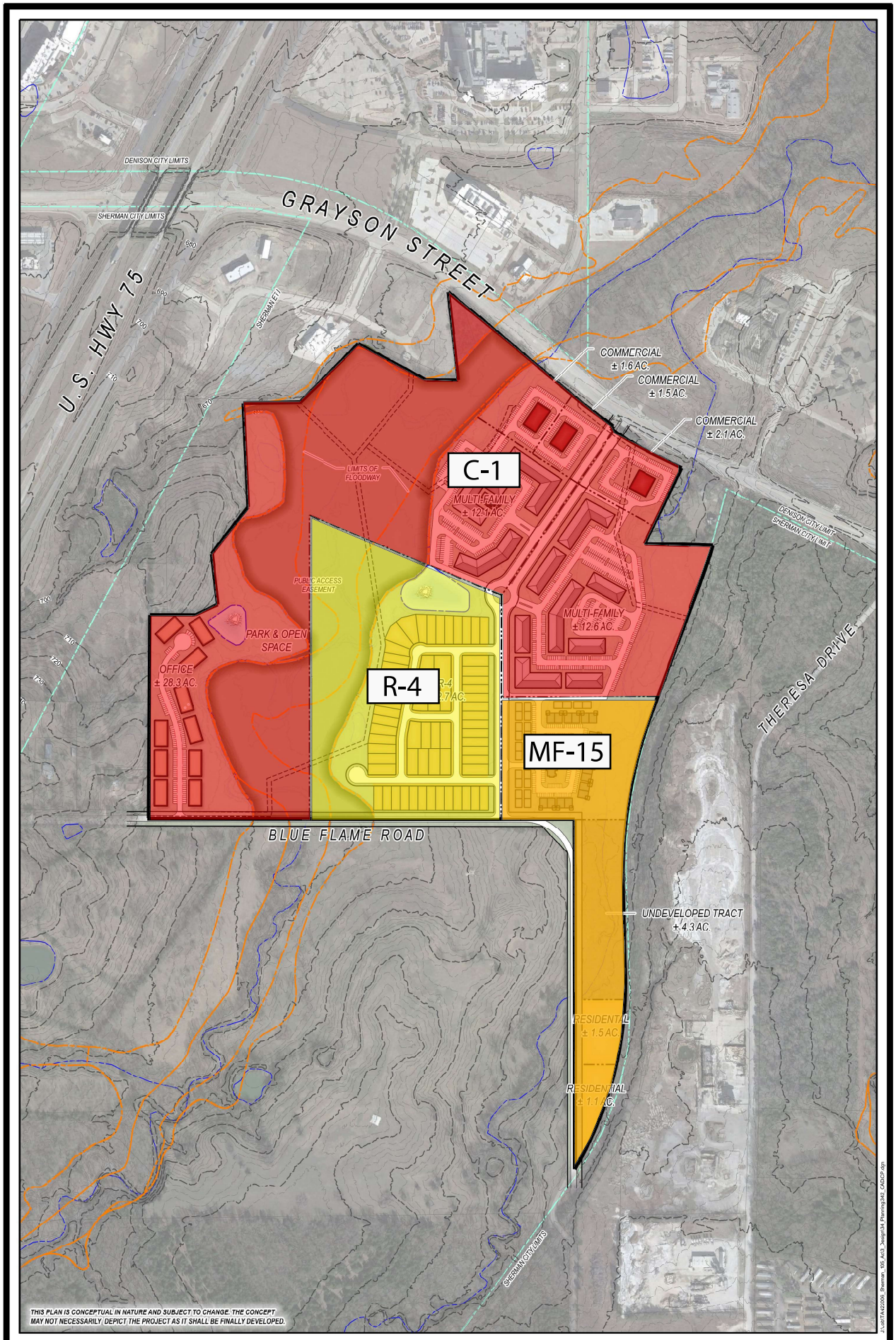
0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
Letter of Intent
Survey
Site Plan
Landscape Plan
Elevations
STAFF REVIEW LETTER



PELOTON LAND SOLUTIONS

CONCEPTUAL MASTER PLAN

SHERMAN 105

SHERMAN ETJ, TEXAS | ± 105 AC.

N

0 200' 400' 600'

GRAPHIC SCALE

AUGUST 2023

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 9.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6667

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 30.905 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located in the 1900 Block West Washington Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, West Sherman Baptist Church, Inc (Owner), Bryan Blagg, Wyldewood Homes, LLC (Representative) 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 West Sherman Baptist Church, Inc (Owner), Bryan Blagg, Wyldewood Homes, LLC (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property located in the 1900 Block West Washington Street, consisting of 30.905 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Classification

Background:

The property is located in the 1900 Block West Washington Street between Nolan Drive and Blanton Drive. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Origination:

West Sherman Baptist Church, Inc (Owner)
Bryan Blagg, Wyldewood Homes, LLC (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6667
Exhibit A - Survey
Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6667

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 30.905 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1900 BLOCK WEST WASHINGTON STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, WEST SHERMAN BAPTIST CHURCH, INC (OWNER), BRYAN BLAGG, WYLDEWOOD HOMES, LLC (REPRESENTATIVE) 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 Legal Description**, attached hereto, located in the 1900 Block West Washington Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 16th day of October 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

0 50 100
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. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998949043.

J.B. MCANAIR SURVEY
ABSTRACT NO. 763

WEST WASHINGTON STREET
(±44' ASPHALT SURFACE W/CURB & GUTTER, 60' R.O.W.)

A= 77.22' (A= 77.30')
R= 1392.06' (R= 1386.48')
Δ= 3°10'41"
B= N 89°37'46" E
C= 77.21'

POINT OF BEGINNING
XF/CM
PKF/CM
S 88°49'21" E 518.65'
(S 87°44'15" E 519.20')

N 82°11'11" E 183.68'
CHD= N 85°06'48" E 142.16'
1/2" IRF/CM
1/2" IRFC/CM "SUMMIT"
N 74°42'27" E 140.21'
1/2" IRF/BENT/CM
N 82°12'24" E 159.36'
1/2" IRFC/CM "SUMMIT"

OHE

20' U.E./D.E. (22'62)
455.88'

ASPHALT DRIVE ON ADJOINING TRACT

S 14°45'04" E 574.74'
(S 13°49'06" E 573.85')

BLOCK 1, LOT 1
BROOKSHIRE ADDITION
VOL. 22, PG. 62
P.R.G.C.T.

CALLED 3.279 ACRES
J.R. CUTIS, JOHN W. ANDERSON, M.R. WARD, MAURICE PIERCE AND M. AROL ROGERS, TRUSTEES OF WEST SHERMAN BAPTIST CHURCH OF SHERMAN
VOL. 1271, PG. 360
R.P.R.G.C.T.

CALLED 10.165 ACRES
RS WASH PROPERTY OWNER, LLC
INST. NO. 2021-44362
O.R.G.C.T.

40' PRIVATE D.D.E. (2021-89)
1/2" IRF/WITNESS "SUMMIT"
N 13°13'08" W 997.26'
(N 12°11'46" W 997.32')
541.38'

200' ELECTRIC EASEMENT
TRACT NO. TP-46, MARION LITTLE
(VOL. 459, PG. 549)

5/8" IRF/CM
S 15°43'06" E 337.99'
(S 14°33'10" E 338.47')

CALLED 2.00 ACRES
WEST SHERMAN BAPTIST CHURCH
VOL. 1307, PG. 144
D.R.G.C.T.

1/2" IRF/CM
(N 75°33'14" E 263.57')
N 74°35'22" E 263.07'
3.3'
0.6'
1/2" IRF/CM

30.905 ACRES
CALLED 30.96 ACRES
WEST SHERMAN BAPTIST CHURCH, INC.
VOL. 3758, PG. 847
O.R.G.C.T.

CALLED 3.176 ACRES
MAS DEVELOPMENT 4, LLC
INST. NO. 2021-34187
O.R.G.C.T.

BLOCK A, LOT 1, LOT 2, LOT 3, LOT 4
JUMA DRIVE
BLOCK B, LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9
BLOCK C, LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7
PIKES PLACE
NOLAN DRIVE

POINT FALLS IN CREEK

WASHINGTON MEADOWS
PHASE ONE
INST. NO. 2021-89
P.R.G.C.T.

DENSON DRIVE

2.993 ACRES
REMAINDER OF A
CALLED 50.990 ACRES
WYLDEWOOD HOMES, LLC
INST. NO. 2021-40844
O.R.G.C.T.

BLOCK D, LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9
BLOCK E, LOT 1, LOT 2, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11
AJAY DRIVE
BLOCK G, LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8
PIKES PLACE
BLOCK F, LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17
NOLAN DRIVE

50' PRIVATE D.D.E. (2021-89)
POINT FALLS IN CREEK
92.6'

N 13°20'33" W 461.70'
(N 12°13'01" W 461.65')

WASHINGTON MEADOWS
PROPOSED PHASE TWO

GABRIEL DRIVE
BLOCK H, LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 18, LOT 19, LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 31
NOLAN DRIVE

N 15°55'39" W 553.14'
(N 14°48'07" W 553.79')

WASHINGTON MEADOWS
PROPOSED PHASE TWO
WYLDEWOOD WAY
BLOCK D, LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 31, LOT 32, LOT 33, LOT 34, LOT 35, LOT 36

FL 30" RCP
± 701.0
44.7'
IRSC

CALLED 8.437 ACRES
PRESTON AID PROPCO, LLC
VOL. 5334, PG. 464
O.R.G.C.T.

S 15°39'49" E 737.49'
(S 14°33'05" E 736.16')
686.13'

1" IPF/WITNESS
51.36'
R 43.8'
IRSC

DRAINAGE EASEMENT
(1280-551)
41.8'

A= 907.55' (A= 909.27')
R= 2865.23' (R= 2864.93')
Δ= 18°08'53"
B= S 62°16'25" W
C= 903.76'

CENTERLINE OF ABANDONED RAILROAD
RAILROAD ABANDONMENT
MISSOURI PACIFIC RAILROAD CO.
VOL. 2351, PG. 443, R.P.R.G.C.T.

REMAINDER OF A
CALLED 133.923 ACRES
ROBERT W. MINSHEW
VOL. 1225, PG. 459
D.R.G.C.T.

GENERAL NOTES:

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

2. Boundary Survey, not all improvements are shown.

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

Certify to: West Sherman Baptist Church, Inc; Wyldewood Homes, LLC;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 07/13/2022, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

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

LAND DESCRIPTION:
BEING XXXXXXXXX

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 0270 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.

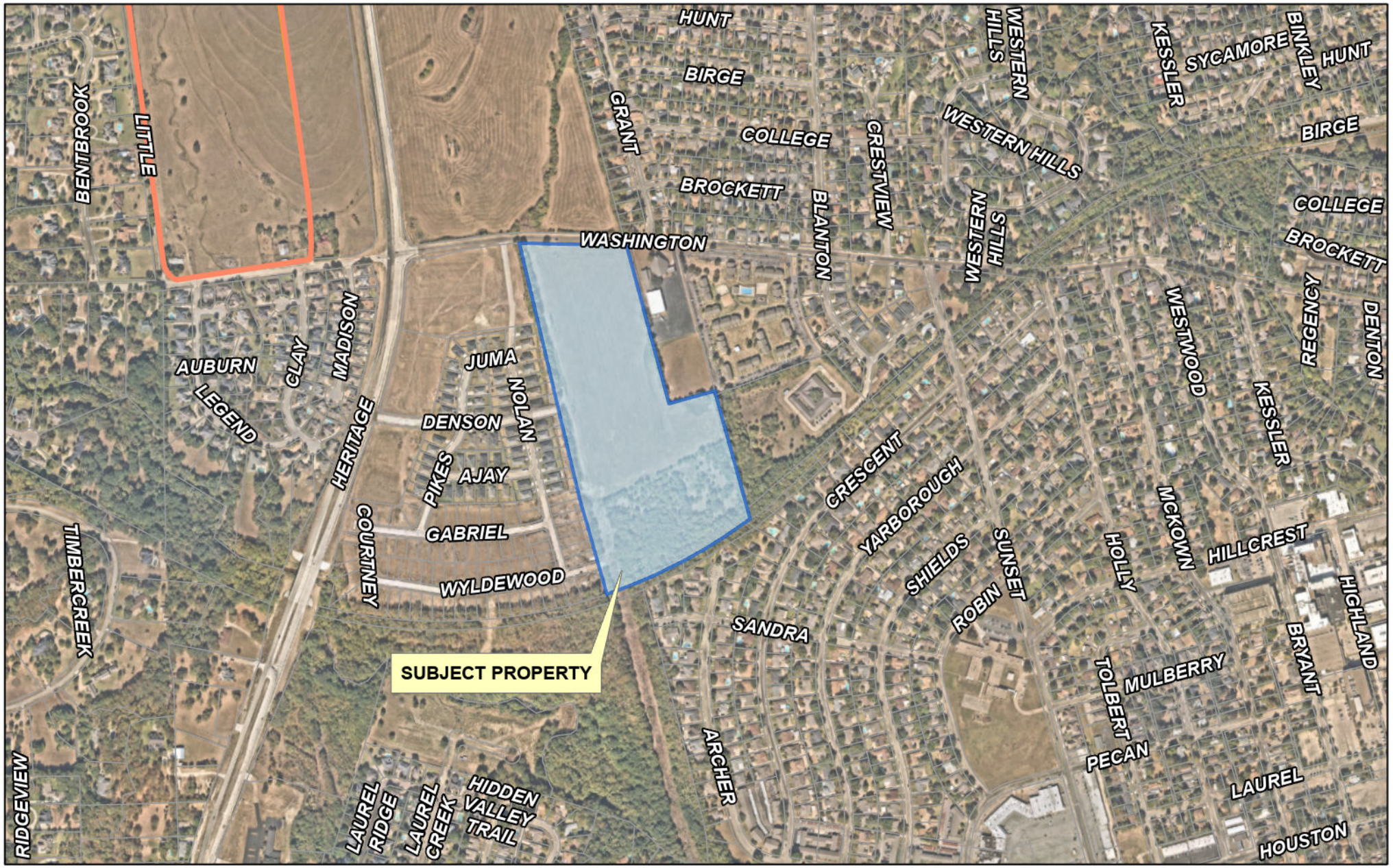
LEGEND

●	FOUND MONUMENT	R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT		
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	VOL., PG.	VOLUME, PAGE
		INST. NO.	INSTRUMENT NO.
IRF	IRON ROD FOUND	U.E.	UTILITY EASEMENT
IRFC	IRON ROD FOUND W/PLASTIC CAP	D.E.	DRAINAGE EASEMENT
IPF	IRON PIPE FOUND	S.S.E.	SANITARY SEWER EASEMENT
PKF	PK NAIL FOUND	⊘	UTILITY/POWER POLE
XF	'X' SCRIBED IN CONCRETE FOUND	⟨—	GUY
CM	CONTROLLING MONUMENT	Ⓢ	SANITARY SEWER MANHOLE
( )	DEED OR PLAT CALL	———	BOUNDARY LINE
R.O.W.	RIGHT-OF-WAY	—— -- ——	ADJOINER LINE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	– – – – –	EASEMENT
		—— x ——	WIRE FENCE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS	——□——	WOOD FENCE
		///	ASPHALT
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	—— OHE ——	OVERHEAD ELECTRIC/UTILITY
		—— S ——	SANITARY SEWER LINE

BOUNDARY SURVEY
30.905 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
TBD West Washington Street, 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: LGT Checked by: CRN	Scale: 1"=100' Date: 07-29/2022	Project No. 22-0368 Sheet No. 1 of 1



dlagrone H:\ENGINEERING\SESR\Public Notification.jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

1900 blk W Washington

N
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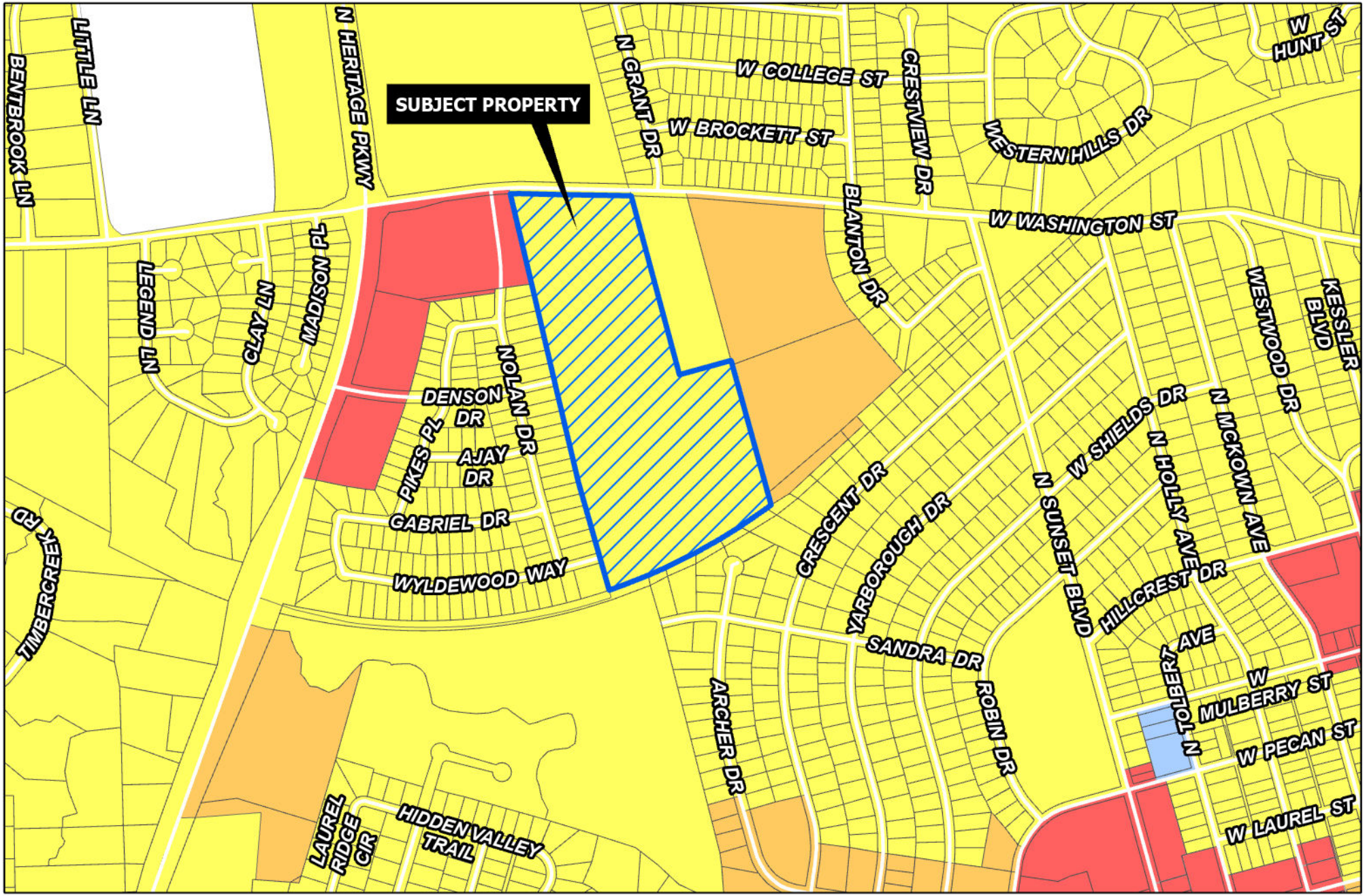
Date: 8/31/2023 2:32 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning&Zoning

CITY OF SHERMAN

1900 blk W Washington

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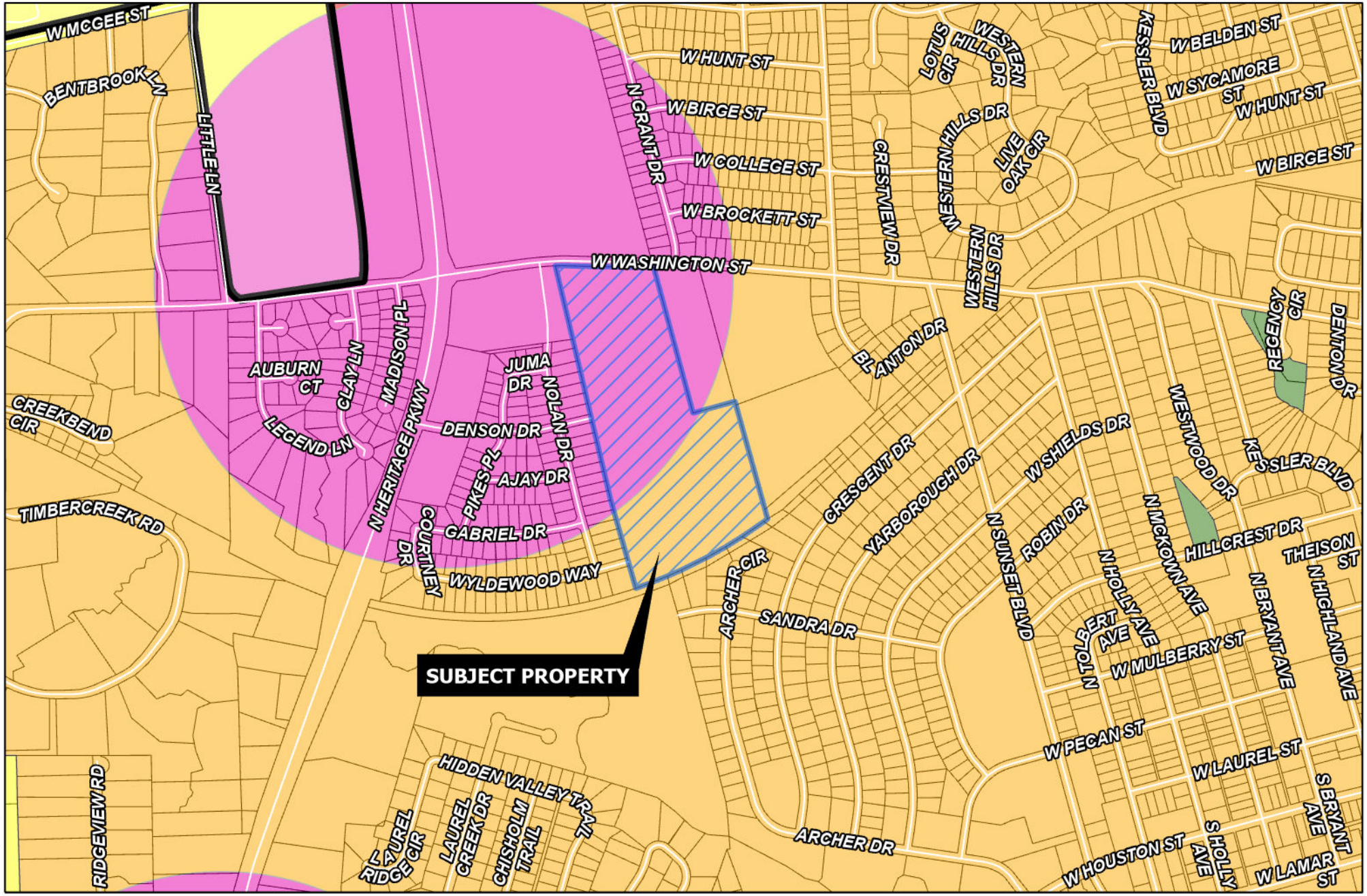
Date: 8/31/2023 2:37 PM



Date: 8/31/2023 2:38 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
1900 blk W Washington

N W E S

Marlow, Lauren

From: Planning
To: Bryan Blagg
Subject: RE: Zoning-Washington Meadows Phase 3

From: Bryan Blagg
Sent: Wednesday, August 30, 2023 8:14 AM
To: Planning
Subject: Zoning-Washington Meadows Phase 3

Good morning,

Here are some photos for zoning.



Regards,

Bryan Blagg
General Manager
Wyldewood Homes

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 12, 2023

Sent via email

Preston Trail Land Surveying
Chris Noah
787 W FM 996
Pottsboro, TX 75076

West Sherman Baptist Church, Inc
1830 W Washington Street
Sherman, TX 75092

Wyldewood Homes, LLC
Bryan Blagg
618 Pikes Place
Sherman, TX 75092

Dear Applicants,

The request of a Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-5 (Single Family Residential) District located in the 1900 Block West Washington Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 19, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
5. 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.
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.

Engineering

7. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*

8. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. Email planning@cityofsherman.com with proposed street name(s). *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
9. 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)*
10. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
11. 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)*
12. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

It is the policy of the Planning and Zoning Commission and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
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. 30.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

1900 BLOCK WEST WASHINGTON STREET (Project No. 23-005170)

The request of West Sherman Baptist Church, Inc (Owner), Bryan Blagg, Wyldewood Homes, LLC (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property located in the 1900 Block West Washington Street, consisting of 30.905 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Background:

The property is located in the 1900 Block West Washington Street between Nolan Drive and Blanton Drive. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District to construct 62 single-family homes.

Adjacent Zoning:

R-6 (Single Family Residential) District
MF-30 (Multi-Family Residential) District
C-1 (Retail Business) District

Origination:

West Sherman Baptist Church, Inc (Owner)
Bryan Blagg, Wyldewood Homes, LLC (Representative)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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.

Number of notices mailed:

43

Objections Received:
1

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Future Land Use Map
Zoning Sign Photo
Narrative
Survey
Conceptual Site Plan
Opposition Letter
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 10.**

Meeting Date: 10/16/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

ORDINANCE NO. 6656

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.944 acres, being in the Samuel Blagg Survey, Abstract No. 56 being part of Block "B" of Staples Addition, City of Sherman, Grayson County, Texas, Located at 1604 South Travis Street, Heretofore Zoned C-1 (Retail Business) District and R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-TH (Townhome Residential) District Classification (David Ashley, Owner); Luis Moran, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of David Ashley, Owner; Luis Moran, Representative; and Helvey-Wagner Surveying, Inc., Surveyor concerning the property located at 1604 South Travis Street, consisting of 0.944 acres, being in the Samuel Blagg Survey, Abstract No. 56 being part of Block "B" of Staples Addition, City of Sherman, Grayson County, Texas, Heretofore Zoned an C-1 (Retail Business) District and R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-TH (Townhome Residential) District Classification

Background:

The property is located at 1604 South Travis Street at the corner of West Staples Street and South Travis Street. The owner is requesting a Zone Change from C-1 (Retail Business) District and R-6 (Single Family Residential) District to R-TH (Townhome Residential) District. The property is in disrepair and has been used in the past as a women's shelter.

The following has been approved for this location:

- November 11, 1986 - Specific Use Permit to allow a rehabilitation center with dormitory facilities in an R-1 (One Family Residential) District

Origination:

David Ashley (Owner)
Luis Moran (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 18, 2023 regular meeting, the City Council tabled the requested Zone Change. The Planning and Zoning Commission voted 4/2 on August 22, 2023 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.**The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends approval.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6656
Exhibit A - Survey
Location Map
Zoning Map
FLUM
Zoning Sign Photo
Narrative
STAFF REVIEW LETTER

ORDINANCE NO. 6656

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.944 ACRES, BEING IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 BEING PART OF BLOCK "B" OF STAPLES ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1604 SOUTH TRAVIS STREET, HERETOFORE ZONED AN C-1 (RETAIL BUSINESS) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT CLASSIFICATION, (DAVID ASHLEY, OWNER); LUIS MORAN, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; 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 Legal Description**, attached hereto, located at 1604 South Travis Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-TH (Townhome Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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 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 18th day of September 2023.

ADOPTED on this the 16th day of October 2023.

EFFECTIVE DATE on this the 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

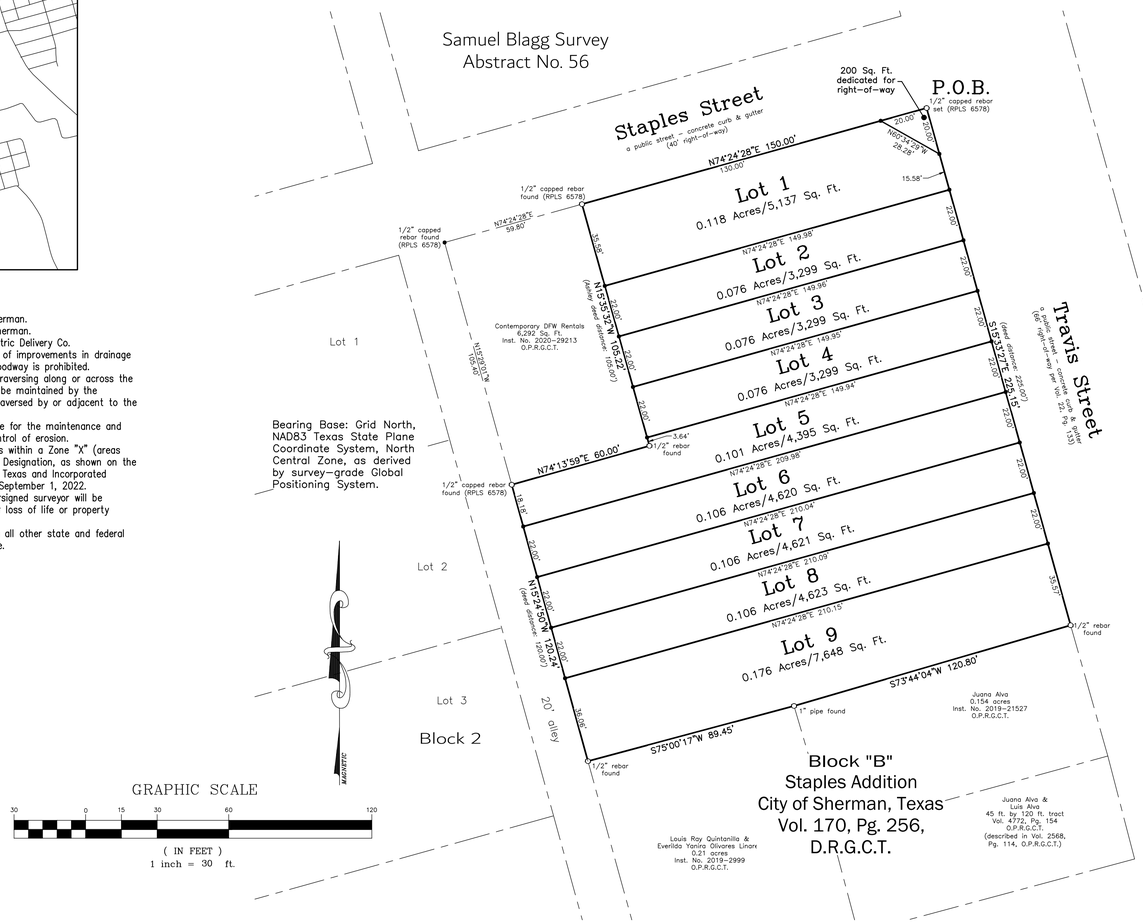
EXHIBIT A

Vicinity Map
(not to scale)



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 Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500–year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0405 G, Revised Date: September 1, 2022.
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.



LEGAL DESCRIPTION

SITUATED in the City of Sherman, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of Block "B" of Staples Addition to the City of Sherman, Texas, as per plat of record in Vol. 170, Pg. 256, Deed Records, Grayson County, Texas, and being the same 0.940 acres conveyed by Warranty Deed with Vendor's Lien from The Crisis Center, Inc. to David Ashley on October 22, 2004, as recorded in Vol. 3753, Pg. 425, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to–wit:

BEGINNING at a 1/2 inch capped rebar set (RPLS 6578) lying at the intersection of the South right–of–way line of Staples Street, a public street, with the West right–of–way line of Travis Street, a public street, being the Northeast corner of both said Block "B" and Ashley 0.940 ac.;

THENCE South 15 deg. 33 min. 27 sec. East, with the West line of said Travis Street and the East line of said Ashley 0.940 ac., a distance of 225.15 ft. to a 1/2 inch rebar found at the Northeast corner of 0.154 acre tract conveyed to Juana Alva, as recorded in Inst. No. 2019–21527, said Official Public Records and being the Southeast corner of said Ashley 0.940 ac.;

THENCE South 73 deg. 44 min. 04 sec. West, with the North line of said Alva 0.154 ac., a distance of 120.80 ft. to a 1–inch pipe found at the Northwest corner of said Alva 0.154 ac., and being the Northeast corner of 0.21 acres conveyed to Louis Ray Quintanilla and Everilda Yanira Olivares Linares, as recorded in Inst. No. 2019–2999, said Official Public Records;

THENCE South 75 deg. 00 min. 17 sec. West, with the North line of said Quintanilla & Linares 0.21 ac., a distance of 89.45 ft. to a 1/2 inch rebar found in the East line of a 20 ft. platted alley and being the Northwest corner of said Quintanilla & Linares 0.21 ac and the Southwest corner of said Ashley 0.940 ac.;

THENCE North 15 deg. 24 min. 50 sec. West, with the East line of said 20 ft. alley and the West line of said Block B, a distance of 120.24 ft. to a 1/2 inch capped rebar found (RPLS 6578) at the Southwest corner of the 6,292 sq. ft. tract conveyed to Contemporary DFW Rentals, as recorded in Inst. No. 2020–29213, said Official Public Records and being the most Westerly Northwest corner of said Ashley 0.940 ac.;

THENCE North 74 deg. 13 min. 59 sec. East, with the South line of said Contemporary DFW Rentals tract, a distance of 60.00 ft. to a 1/2 inch rebar found at the Southeast corner of said Contemporary DFW Rentals tract and being an Ell corner of said Ashley 0.940 ac.;

THENCE North 15 deg. 35 min. 32 sec. West, with the East line of said Contemporary DFW Rentals tract, a distance of 105.22 ft. to a 1/2 inch capped rebar found (RPSL 6578) lying in the South line of said Staples Street, at the Northeast corner of said Contemporary DFW Rentals tract and being the most Northerly Northwest corner of said Ashley 0.940 ac.;

THENCE North 74 deg. 24 min. 28 sec. East, with the South line of said Staples Street and the North line of both said Block B and Ashley 0.940 ac.,, a distance of 150.00 ft. to the **PLACE OF BEGINNING** and containing **0.944 ACRES** 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
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Job No. CGS420723

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:
David Ashley
12609 Montfort Drive
Dallas, Texas 75230

P:\Land Projects R2\1604–S–Travis–Street–Sherman\Civil 3D\1604 S.Travis Street.dwg 8/1/2023 8:51 AM

KNOW ALL MEN BY THESE PRESENTS:

I, David Ashley, sole owner of Colonial Virginia Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights–of–way, parks, school sites and other public places shown hereon to the public use forever.

_____
David Ashley

AVIGATION RELEASE

WHEREAS, David Ashley, 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 Colonial Virginia 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 Colonial Virginia 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 _____, 2023.

By:_____

By: David Ashley, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared David Ashley, 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 expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Colonial Virginia Addition to the City of Sherman, Texas is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Colonial Virginia Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

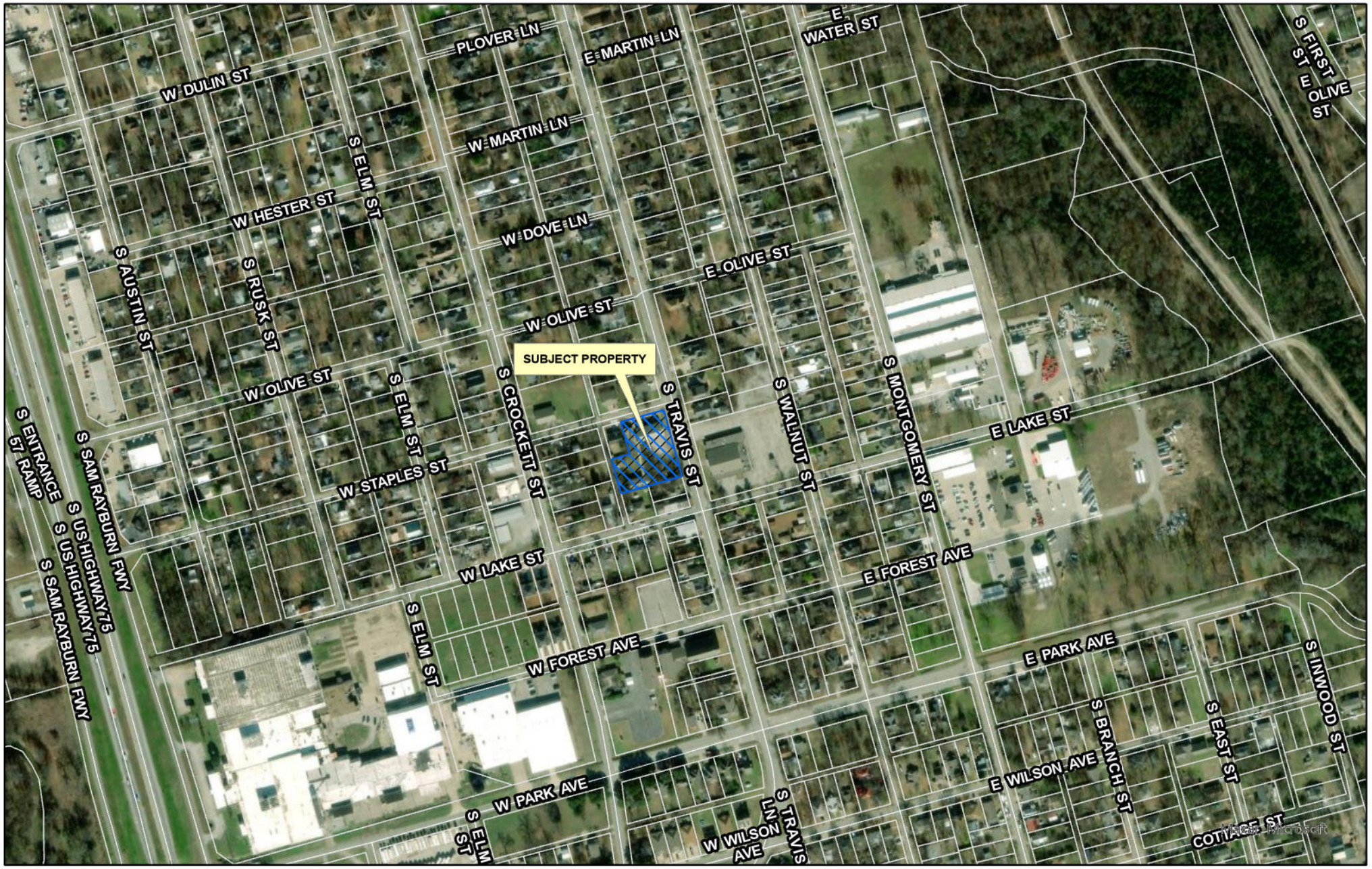
ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Colonial Virginia Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, 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 _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Replat
Lots 1 thru 9, Block A
Colonial Virginia Addition
Being a Replat of part of Block B, Staples Addition
to the
City of Sherman
Grayson County, Texas
0.944 Acres
in the
Samuel Blagg Survey
Abstract No. 56

Date of Preparation: July 25, 2023



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1604 S TRAVIS ST

N
W E
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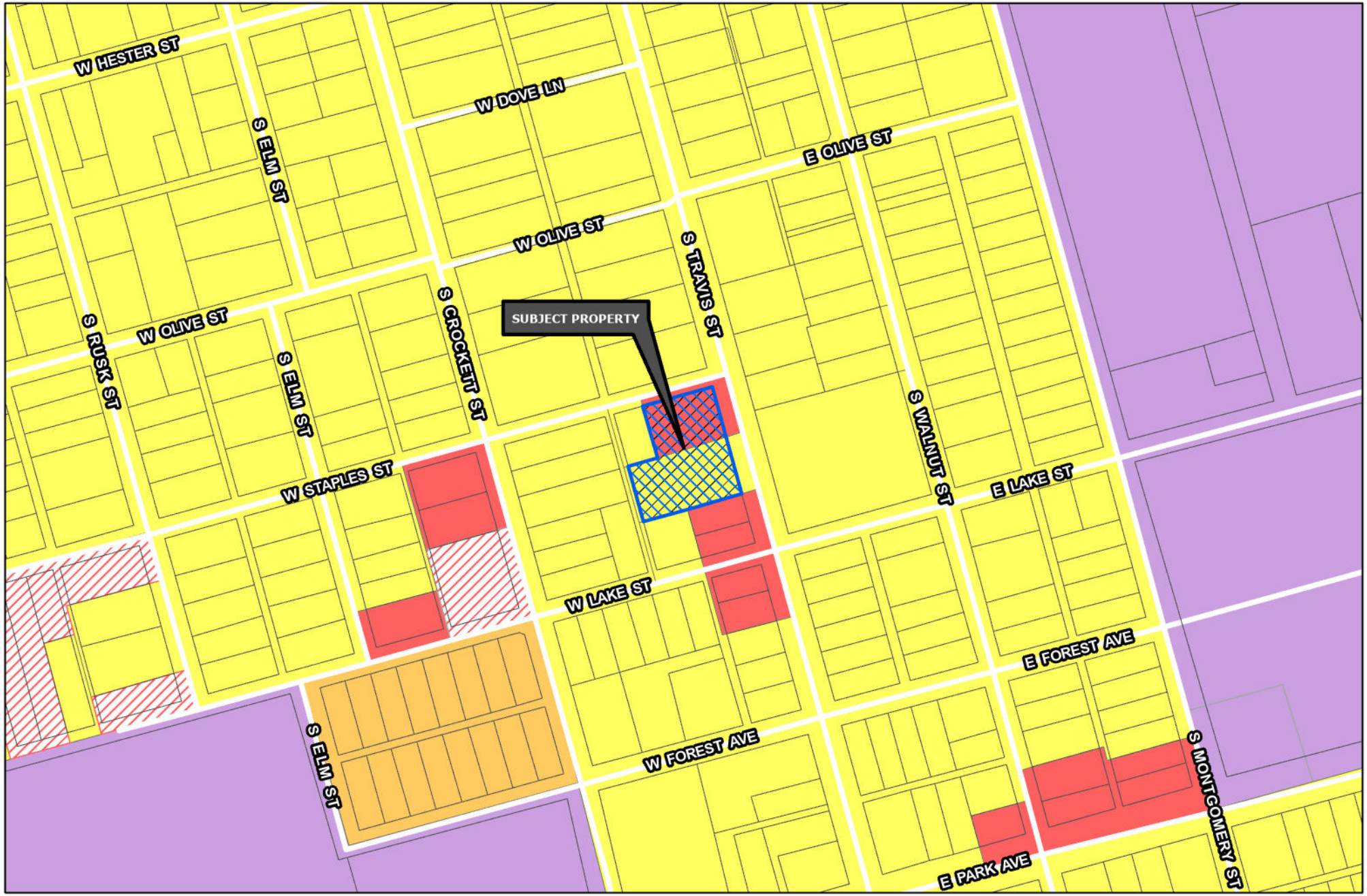
Date: 8/11/2023 4:44 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Subject Locations

Road Names All

CITY OF SHERMAN
ZONING MAP
1604 S TRAVIS ST

N
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Date: 8/15/2023 10:27 AM



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.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

CITY OF SHERMAN
FUTURE LAND USE MAP
1604 S TRAVIS ST

N
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Date: 8/15/2023 10:28 AM


Shaman
NOTICE OF
PROPOSED ZONING
CHANGE
PROJECT # 23-004445
8/8/2023 at 12:54 P.M.


Sherman
NOTICE OF
PROPOSED ZONING
CHANGE
PROJECT #: 23-004445
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
8/8/2023 at 12:54 P.M.

Project Narrative for:

Colonial Virginia Addition to the City of Sherman, Texas

The proposed use of this property is for residential single-family townhomes, all fronting Travis Street and rear garages. We are proposing to rezone to R-TH zoning district (Residential Townhomes) at the same time as the replat request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

August 15, 2023

Sent via email

Luis Moran
910 S. Travis Street
Sherman, TX 75090

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

David Ashley
12609 Montfort Drive
Dallas, TX 75230

Dear Applicants,

The request of a Public Hearing and Zoning Text Amendment to add regulations to Chapter 14, Zoning Ordinance, Section 14.02.010 R-TH (Townhome Residential) District to allow 22' wide lots for Townhomes with Rear Loaded Garages in a R-TH (Townhome Residential) District and a Public Hearing and Zone Change from C-1 (Retail Business) District and R-6 (Single Family Residential) District to R-TH (Townhome Residential) District located at 1604 South Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, August 22, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
5. 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.
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 and 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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 11.**

Meeting Date: 10/16/2023

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6659, 6660, 6661, 6662, 6663, 6664, 6665, 6666, 6667 & 6656.

Issue:

E. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6659**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 10.771 acres, being in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, Located in the 2700-3400 Blocks South FM 1417 (Heritage Parkway), Heretofore Zoned M-1 (Light Manufacturing) District/F.M. 1417 Overlay District; Rezoning and Placing the Tract in the C-1 (Retail Business) District/F.M. 1417 Overlay District Zoning Classification, (Bob Tesch Investments, LLC, Owner; and Pape-Dawson Engineers, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6660**

An Ordinance Of The City Council Of The City Of Sherman, Texas, Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 216.22 Acres, Being In The Charles Carter Survey, Abstract No. 229, And The Henry C. Atchison Survey, Abstract No. 22, City Of Sherman, Grayson County, Texas, Located In The 1900-2600 Blocks East Tuck Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The Pd (Planned Development) Of Aspen Park, (Grayson County Land Trust, Owners; Rozann Marquis, Representative; And Kimley-Horn And Associates, Inc., 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

E. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6661**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 19.950 acres being a part of the Samuel M. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, Located at 2305 and 2615 Graystone Road, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Zoning Classification, Evergreen Parks Land Holdings (Owner), Terrin Bertholf (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

E. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6662**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land being in Block 11, Lots 16-18, Chaffins 1st Addition, City of Sherman, Grayson County, Texas, Located at 814 East Houston Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning and Placing the Tract in the R-6 (Single Family Residential) District Zoning Classification, Norberto Galarza (Owner), Uber Galaviz (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

E. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6663**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 0.173 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located at 819 North Walnut Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, Raza Mian (Owner), Lexington Wright (Representative) and Copley Land Surveying (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6664**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the C-1 (Retail Business) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6665**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 2, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-4 (Single Family Residential) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6666**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Tract 3, consisting of 16.400 acres in the David Harrison Survey, Abstract No. 587 and the Daniel C. Shelp Survey, Abstract No. 1097, City of Sherman, Grayson County, Texas, Located in the 2801 Block Blue Flame Road and the 3000 Block FM 691, Heretofore Zoned an R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the MF-15 (Multi Family Residential) District Classification, Jayne Wharton Joiner Grimes (Owner), David Kalhoefer, Peloton Land Solutions (Representative) and Peloton Land Solutions (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6667**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 30.905 acres in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located in the 1900 Block West Washington Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, West Sherman Baptist Church, Inc (Owner), Bryan Blagg, Wyldewood Homes, LLC (Representative) 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

E. 10. **ORDINANCE NO. 6656**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.944 acres, being in the Samuel Blagg Survey, Abstract No. 56 being part of Block "B" of Staples Addition, City of Sherman, Grayson County, Texas, Located at 1604 South Travis Street, Heretofore Zoned C-1 (Retail Business) District and R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-TH (Townhome Residential) District Classification (David Ashley, Owner); Luis Moran, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 10/16/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7183

Approving the Grayson Central Appraisal District's Resolution #2023-02 to Construct or Renovate a Building or Other Improvements as Necessary to Establish and Operate the Appraisal Office

Issue:

Approving the Grayson Central Appraisal District's Resolution #2023-02 to Construct or Renovate a Building or Other Improvements as Necessary to Establish and Operate the Appraisal Office

Background:

On September 26th, the GCAD Board of Directors approved by resolution the renovation of its current location located at 512 N. Travis St, Sherman, TX as well as the authorization to acquire a right of way/alleyway from adjacent property owners. The Texas Property Tax Code requires each taxing unit to vote by resolution on the approval of the proposal **within 30 days** of receiving this notice and **deliver its resolution within 10 days** after the 30th day.

Highlights:

- GCAD has budgeted for this renovation and alleyway acquisition with its current reserves and current budget. There will be no additional cost to the taxing units outside of the already approved budget.
- With the acquisition of the alleyway, GCAD can expand parking to extend the timeframe for the use of the current location.
- Interior finish-out of warehouse and rearranging of space to accommodate additional Appraisal Review Board rooms and office space for employees will allow GCAD to extend the use of the current location.
- To proceed with the renovation, GCAD will need three-fourths (25 out of 33) of taxing units entitled to vote to approve this proposal.
- Alternatively, GCAD has estimated the cost of moving locations, where acquiring land and building improvements would exceed $12,000,000. GCAD does not see this as the best option at this time.

Origination:

The Grayson Central Appraisal District (GCAD)

Financial Consideration:

The Board of Directors of the GCAD has estimated the cost of renovations/ finishing out not to exceed $700,000. The board has budgeted for this cost.

Staff Recommendation:

Staff recommneds approval.

Alternatives:

GCAD has estimated the cost of moving locations, acquiring land and building improvements would exceed $12,000,000. GCAD does not see this as the best option at this time.

Attachments

Resolution No. 7183

GCAD Resolution

Renovation Letter

RESOLUTION NO. 7183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GRAYSON CENTRAL APPRAISAL DISTRICT'S RESOLUTION #2023-02 TO CONSTRUCT OR RENOVATE A BUILDING OR OTHER IMPROVMENTS AS NECESSARY TO ESTABLISH AND OPERATE THE APPRAISAL OFFICE; 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, § 6.051, TEX. TAX CODE authorizes the Board of Directors of an appraisal district to construct or renovate a building or other improvements as necessary to establish and operate the appraisal office.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has delivered a copy of Resolution # 2023-02 Grayson Central Appraisal District setting forth the
desire to renovate the property situated at 512 N Travis St, Sherman, Texas.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has estimated the cost of renovation/finish out not to exceed $700,000 and the board has budgeted for this cost.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has also estimated the alternative to renovation/finishing out the current location would be to aquire land and construct a new building and the costs would be in excess of $12,000,000.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has determined that there is insufficient parking to accommodate employees and taxpayers of Grayson County, an agreement between adjacent property owners and GCAD where GCAD will assume ownership of the right of way/alleyway between property IDs 450179 and 161791.

WHEREAS, § 6.051, TEX. TAX CODE requires that an appraisal district's acquisition and construction or renovation of such real property and improvements must be approved by three- fourths (3/4) of the taxing units entitled to vote on the appointment of board members.

WHEREAS, the referenced provisions of the Texas Property Tax Code authorize the following action:

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

RESOLVED, that the Grayson Central Appraisal District's proposal to renovate the property situated at 512 N Travis St, Sherman, Texas and acquire the right of way/alleyway by agreement with adjacent property owners is hereby **APPROVED**.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of October 2023.

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

State of Texas §
§
County of Grayson §

RESOLUTION # 2023-02 GRAYSON CENTRAL APPRAISAL DISTRICT

WHEREAS, § 6.051, TEX. TAX CODE authorizes the Board of Directors of an appraisal district to purchase or lease real property, construct or renovate a building or other improvements as necessary to establish and operate the appraisal office, with the approval of its taxing units.

AND WHEREAS, the Board of Directors of the Grayson Central Appraisal District (GCAD) has determined that renovating the improvements at the site of the current appraisal office located at 512 N Travis St, Sherman, Texas, is the best choice for the taxpayers and taxing units of Grayson County. Looking at alternative option, no suitable building(s) are available for rent or sale, and the cost associated with purchasing land and building a new appraisal office is too high compared to renovating the current office. Purchasing land and building a new structure is estimated to exceed $12,000,000.

AND WHEREAS, since the Board of Directors of the GCAD has determined that there is insufficient parking to accommodate employees and taxpayers of Grayson County, an agreement between adjacent property owners and GCAD where GCAD will assume ownership of the right of way/alleyway between property IDs 450179 and 161791.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the GCAD proposes to renovate the unfinished and existing space at the present appraisal office. The plan's costs will not exceed $700,000 and consists of

- Update of existing space
- Acquisition through agreement with adjacent property owner and extension of current parking lot

The chief appraiser shall deliver a copy of this resolution, along with information showing the costs of other available alternatives to this proposal, to the presiding officer of each taxing unit entitled to vote on the appointment of board members to the appraisal district. The taxing units are asked to pass a resolution approving this resolution on or before the 30th day following delivery of this resolution and accompanying documentation, and to file its resolution of approval no later than the 40th day following delivery of this resolution and accompanying documentation.

ADOPTED this 26th day of September 2023.

Chairman, Board of Directors

Attest:

Secretary, Board of Directors

GRAYSON CENTRAL APPRAISAL DISTRICT
512 N. Travis, Sherman, Texas 75090
Telephone (903) 893-9673 Fax (903) 892-3835
www.graysonappraisal.org

October 10, 2023

The Grayson Central Appraisal District (GCAD) needs your approval.

On September 26th, the GCAD Board of Directors approved by resolution the renovation of its current location located at 512 N. Travis St, Sherman, TX as well as the authorization to acquire a right of way/alleyway from adjacent property owners. The Texas Property Tax Code requires each taxing unit to vote by resolution on the approval of the proposal **within 30 days** of receiving this notice and **deliver its resolution within 10 days** after the 30th day.

Highlights:

- GCAD has budgeted for this renovation and alleyway acquisition with its current reserves and current budget. There will be no additional cost to the taxing units outside of the already approved budget.
- With the acquisition of the alleyway, GCAD can expand parking to extend the timeframe for the use of the current location.
- Interior finish-out of warehouse and rearranging of space to accommodate additional Appraisal Review Board rooms and office space for employees will allow GCAD to extend the use of the current location.
- To proceed with the renovation, GCAD will need three-fourths (25 out of 33) of taxing units entitled to vote to approve this proposal.
- Alternatively, GCAD has estimated the cost of moving locations, where acquiring land and building improvements would exceed $12,000,000. GCAD does not see this as the best option at this time.

Taxing unit checklist:

___ **Add consideration of item to agenda within 30 days of receipt of this notice**

___ **Governing body approves or disapproves by resolution**

___ **Taxing unit delivers resolution within 10 days to the chief appraiser at either:**

- Email cokers@graysonappraisal.org or Grayson Central Appraisal District
  Attn: Shawn Coker
  512 N Travis St.
  Sherman, TX 75090

Please feel free to contact me at (903) 870-1993 with any questions. Thank you for your continued support,

Shawn Coker
Chief Appraiser/Chief Administrator

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 10/16/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7184

Approving the Greater Texoma Utility Authority's Intention to Award the Guaranteed Maximum Price A, B, C (GMP A, B, C), to Kiewit Water Facilities South Co. for the South Wastewater Treatment Plant - MBR Project

Issue:

Approving the Greater Texoma Utility Authority's (GTUA) Intention to Award a Guaranteed Maximum Price A, B, C, for Kiewit Water Facilities South Co for the South Wastewater Treatment Plant - MBR Project

Background:

Due to rapid industrial and municipal growth currently being experienced by the City, the Wastewater Treatment Plant has to be expanded to meet expected flow and effluent characteristics. In order to meet the abbreviated timeline, the method of construction delivery chosen was Construction Manager at Risk, or CMAR. Requests for Qualifications (RFQ's) were submitted with three construction firms submitting Statement of Qualifications (SOQ's).The contractor chosen to undertake the new Wastewater Treatment Plant - MBR was Kiewit Water Facilities South, Co.

The engineers have undertaken pre-selection of various long lead time equipment to save as much time as possible. Further, the contractor, now procured, is also undertaking pre-procurement to expedite time of delivery.

This request will provide funds to undertake tasks associated with expediting the project timeline, including approval of the general conditions, specific site services and equipment procurement. All work and materials included will be competitively sought by the required bidding process.

Origination:

Engineering Department

Financial Consideration:

Based on the GMP proposals for GMP - A (General Conditions), GMP - B (Site Services), and GMP - C (Early Procurement), submitted on October 4, 2023, Kiewit has proposed to establish the progressive Guaranteed Maximum Price (GMP) increase from $2,865,000.00 (Preconstruction Services and Procurement Services) for this first package per the terms of their CMAR contract in an amount of $54,248,451.85. Kiewit is required to prepare this GMP for the Owner's review and acceptance. The total CMAR contract price will increase to $57,113,451.85. This project is funded through the 2023a Greater Texoma Utility Authority (GTUA) Open Market Bonds. The total project cost is expected to be $155 Million.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to award the Guaranteed Maximum Price A, B, C, for Kiewit Water Facilities South Co for the South Wastewater Treatment Plant - MBR Project

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7184

Recommend Award Letter

GMP Proposal

Site Map

RESOLUTION NO. 7184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE GUARANTEED MAXIMUM PRICE A, B, C (GMP A, B, C) TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT – MBR PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 award the Guaranteed Maximum Price A, B, C (GMP A, B, C) to Kiewit Water Facilities South Co. in the amount of Fifty-Four Million Two Hundred Forty-Eight Thousand Four Hundred Fifty-One Dollars and Eighty-Five Cents ($54,248,451.85) for the South Wastewater Treatment Plant – MBR 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 16th day of October 2023.

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

PAPE-DAWSON ENGINEERS

October 11, 2023

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: South Wastewater Treatment Plant - MBR Project
CMAR Contract Amendment 01

Dear GTUA/City of Sherman:

On October 9, 2023 a proposal was received by the Program Team from Kiewit Water Facilities South Co. for Progressive Guaranteed Maximum Price (GMP) Packages A, B, and C. Each package further described as:

GMP A – General Conditions Package. Includes items described in the construction contract as General Conditions related to CMAR staff, facilities, and equipment needed to complete the construction project that are not related to specific work packages. The CMAR cost request for this item of work is $16,866,305.00.

GMP B – Site Services Package. Includes items of work that are intended to be dispersed among many project construction work packages and are not otherwise accounted for in General Conditions. The CMAR cost request for this item of work is $18,399,017.31.

GMP C – Early Procurement Package. Includes funding authorization for the first three equipment procurement packages that were initiated prior to CMAR involvement in procurement. The CMAR estimated cost request for this item is $10,000,000.00. The procurement packages include:

- Membrane Biological Reactor Equipment (Equipment Package 1). This equipment package was advertised by Plummer Associates and a best value selection was made to select Veolia Water Technologies & Solutions in the amount of $3,987,000.00. Evaluation and Recommendation by engineer are attached.

- Electrical Equipment (Equipment Package 2). This equipment package was advertised by Plummer Associates with a recommendation to forward to the CMAR

to continue procurement. The package has an estimated value of approximately $3,000,000.

- Equipment Preselection Package 1 (Equipment Package 3). This equipment package was advertised by Plummer Associates. Bids are to be received on 10/17/2023 followed by an evaluation and recommendation for award of contract. The procurement will be completed by the CMAR. The estimated cost of this package is approximately $3,000,000.

The Proposal from Kiewit is attached to this letter with detailed backup of each of these cost requests and additional CMAR Fee and Contingency Fee summarized. The total project funding request is $54,248,451.85. By authorizing this amendment, the following contract adjustments will be made:

Original Contract Value	$ 2,865,000.00
Previous Amendments	$ 0
Proposed Amendment 01	$ 54,248,451.85
Revised Total Contract Value	$ 57,113,451.85

The Program Management Team recommends approval of Amendment 01 as has been presented.

Sincerely,

Toby Flinn, PE
Program Manager

Attachments:

1. Kiewit Proposal dated October 4, 2023
2. Plummer Recommendation Letter dated October 3, 2023



South Wastewater Treatment Plant – MBR Project

GMP Proposal Submissions for:

GMPA – General Conditions

GMPB – Site Services

GMPC – Early Procurement

Submitted: October 4, 2023

Sherman CLASSIC TOWN. BROAD HORIZON. | PAPE-DAWSON ENGINEERS | Kiewit | PLUMMER

October 4, 2023

Mr. Tom Pruitt, PE
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

RE: General Conditions, Site Services, and Early Procurement

Dear Mr. Pruitt:

Kiewit Water Facilities South Co. is hereby submitting a proposal for the initial work packages for the South Wastewater Treatment Plant – MBR Project. The packages are General Conditions, Site Services, and Early Procurement. In addition to establishing each package's value, this submission intends to establish the previously variable percentages for General Conditions and Contingency along with providing guidance and considerations related to their intended use.

Given the project's level of development, Kiewit is relying on the limited information provided to date combined with assumptions to formulate this proposal. As discussed at the interview, meetings and Partnering session, Kiewit has already begun advancing these scopes in good faith to support achievement of Substantial Completion by April 30, 2025. This proposal is based on the integrated schedule submitted September 29, 2023, titled City of Sherman WWTP – CMAR Baseline Schedule – Live.

General Conditions scope is based on a combination of Specification 01 01 01 Article 4 along with the other Division 1 specifications provided with the RFP, the Agreement, and the General Conditions. The pricing anticipates initial mobilization activities starting the week of October 16, 2023, Substantial Completion by April 30, 2025, and Final Completion by July 26, 2025. This scope is submitted as a lump sum to be billed against the proposed schedule of values. As indicated in the Organizational Chart, the staff required to supervise and administer the direct work packages will be included in the package they will support. Kiewit is proposing to establish a General Condition Fee of 12.2% ($16,866,305.00 (General Conditions) / Cost of Work Plus Contingency ($138,367,439.73)) that will be in addition to the established Lump Sum for GCs if the overall $155 Million Budget is exceeded.

Site Services contains sitewide support not specifically defined as General Conditions or directly attributable to any other work package. Within this scope are the remainder of facilities, site establishment, material management, support staff, and other items necessary for organizing, supporting, and controlling the project. The services provided in this scope allow for increased availability, higher quality, minimized redundancy, and less congestion. This scope is submitted as a lump sum to be billed against the proposed schedule of values. If the overall project schedule increases, or the value exceeds $155 Million, this package may require additional funding that would be negotiated via the change management process.

Early Procurement contains a projected value for the pre-selected equipment that will be transferred to Kiewit to contract and expedite. This package is expected to be billed as Time

and Materials. Any time spent supporting the negotiations, submittals, and supplier quality surveillance (aka site inspections) until it arrives on the project will also be billed against this value. Once the materials arrive onsite, they will be offloaded by Site Services and held until the Package assigned installation responsibility is ready to install. The subcontractor responsible for installation must participate in the Material Receiving Report (MRR) during offloading and perform care and maintenance from the time the equipment is received.

Contingency was proposed to fall within 3%-12% of the overall contract value, Kiewit is proposing to set this percentage at 9%, based on an expectation of reasonable negotiations for work package establishment, commitment to a functional and collaborative change management process, and an understanding that the entire team will support efficient work packaging, planning, submittals, execution, inspection, and startup. Kiewit reserves the right to discuss additional contingency if project and scope evolution are not advancing as currently envisioned.

Below is a table comparing the current proposed values to the overall project budget to help understand how this funding authorization fits within the overall projected construction budget. It is important to note that Kiewit has not yet had time to perform a cost model and design is not yet available, so all values listed in the table below for future packages are at a "Greensheet" or "Rough Order of Magnitude" (ROM) level based on experience with similar work.

GMP	GMP/Work Package Name	Previous	Current	Remaining	Forecast Value	Target
PCSA	Preconstruction Services	$ 1,950,000.00	$ -	$ -	$ 1,950,000.00	9/18/23
PCSB	Procurement Services	$ 915,000.00	$ -	$ -	$ 915,000.00	9/18/23
	Preconstruction Lump Sum	$ 2,865,000.00	$ -	$ -	$ 2,865,000.00	
GMPA	General Conditions	$ -	$ 16,866,305.00		$ 16,866,305.00	10/16/23
GMPB	Site Services	$ -	$ 18,399,017.31	$ -	$ 18,399,017.31	10/16/23
GMPC	Early Procurement	$ -	$ 10,000,000.00	$ -	$ 10,000,000.00	10/16/23
GMPD	Early Grading, Excavation, SOE, Dewatering	$ -	$ -	$ 3,500,000.00	$ 3,500,000.00	11/20/23
GMPE	Electrical Support, Finegrade, Backfill	$ -	$ -	$ 5,000,000.00	$ 5,000,000.00	12/18/23
GMPF	Underground Piping	$ -	$ -	$ 11,000,000.00	$ 11,000,000.00	12/18/23
GMPG	Concrete, Miscellaneous Metals	$ -	$ -	$ 19,000,000.00	$ 19,000,000.00	12/18/23
GMPH	Electrical, Instrumentation	$ -	$ -	$ 17,000,000.00	$ 17,000,000.00	12/18/23
GMPI	Process Mechanical	$ -	$ -	$ 13,000,000.00	$ 13,000,000.00	1/15/24
GMPJ	Building Trades	$ -	$ -	$ 9,000,000.00	$ 9,000,000.00	1/15/24
GMPK	Site Finishes and Startup Support	$ -	$ -	$ 4,177,282.95	$ 4,177,282.95	5/20/24
	Cost of Work	$ -	$ 45,265,322.31	$ 81,677,282.95	$126,942,605.26	
9%	Contingency		$ 4,073,879.01	$ 7,350,955.47	$ 11,424,834.47	
	Cost of Work plus Contingency		$ 49,339,201.32	$ 89,028,238.42	$138,367,439.73	
9.95%	CMAR Fee	$ -	$ 4,909,250.53	$ 8,858,309.72	$ 13,767,560.25	
	Construction Total	$ -	$ 54,248,451.85	$ 97,886,548.14	$152,134,999.99	
	Preconstruction Plus Construction Total	$ 2,865,000.00	$ 54,248,451.85	$ 97,886,548.14	$154,999,999.99	

Respectfully,

Colin Bunker
Kiewit Water Facilities South Co.
Sponsor

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    d. Contingency, Allowance, and Unit Prices
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South Wastewater Treatment Plant – MBR Project

TO: City of Sherman/GTUA/Pape-Dawson **DATE:** 10/4/2023

FROM: Kiewit

SUBJECT: Executive Summary – General Conditions, Site Services, and Early Procurement

COPIES: Transmitted Electronically via Email

GMP Overview

The following proposal includes General Conditions, Site Services, and Early Procurement. Each Work Package is comprised of various Bid Packages that are described in Tables 1 and 2.

Table 1: Work Packages

Work Package ID	Work Package Name	Associated Bid Packages
GMPA	General Conditions	BP02-001, BP03-001, 003, 011 to 017, 029-032, 039-045
GMPB	Site Services	BP03-All (Except those listed above)
GMPC	Early Procurement	BP01-All
GMPD	Early Grading, Excavation, SOE, Dewatering	TBD
GMPE	Electrical Support, Finegrade, Backfill	TBD
GMPF	Underground Piping	TBD
GMPG	Concrete, Miscellaneous Metals	TBD
GMPH	Electrical, Instrumentation	TBD
GMPI	Process Mechanical	TBD
GMPJ	Building Trades	TBD
GMPK	Site Finishes and Startup Support	TBD

General Conditions

General Conditions were described to varying extents in the RFP Division 1 Specifications, the Agreement, and the General Conditions.

1) Specification 01 01 01 CMAR Services Article 4 specified that the following be provided:

    a. Administration and Management Services – Generally defines a full-time staff that manages construction and all other duties and obligations that would be customary for a General Contractor. Specifications 01 31 00, 01 31 00, 00 31 13, 01 31 24, and 01 32 34 further describe requirements relating to Administration and Management. Some of the requirements contained in those specifications have been classified as Site Services as seen by bid package descriptions.

    b. Time Management Services – Generally requires maintaining a master schedule, reviewing schedules from Subcontractors and Suppliers, and managing Subcontractors and Suppliers to maintain adequate

workforce and equipment to complete the Project within the Contract Time. Specification 01 32 16 further describes requirements related to Construction Progress Schedules.

c. Cost Management Services – Generally requires cash flow, earned value, contingency tracking, and total construction cost forecasting. Specification 01 29 00 further describes requirements related to Payment Procedures.

d. Risk Management Services – Manage implementation of Risk Management Plan.

e. Starting and Adjusting Services – Implement the Starting and Adjusting Plan.

f. Warranty Correction Work – Correct defects in the Work during the warranty period.

2) Agreement

a. The agreement generally provides guidance as it relates to executing the tasks described above.

3) Standard General Conditions of the Construction Contract Article 11.01.A.1.c 1-14.

a. Labor and Management costs not directly tied to direct performance of the work (1), including all transportation, travel, and subsistence (2).

b. Bonds and Insurance (3), Taxes (6), Deposits Lost (8), Capital Expenses (13)

c. Deductible Cost for Losses and Damage (9)

d. Offices (4), Minor Expenses (11), Office Expenses (12)

e. Permit Costs for Site Establishment (7)

Site Services

1) Site Services supply items that are required by the entire project, but are more efficiently consolidated as they allow for increased availability, higher quality, minimization of redundancy, and lessen congestion. Rather than describe each item, it is best to reference Table 2: Bid Packages for all scopes not defined previously as Site Services or Early Procurement.

Table 2: Bid Packages

Bid Package ID	Bid Package Name
BP01-001	Early Procurement
BP02-001	General Conditions Staff
BP03-001	Site Service Support Staff
BP03-002	Site Service Equipment
BP03-003	Temporary Structures and Construction Devices
BP03-004	Supplemental Engineering (BIM Coordination)
BP03-005	Fencing
BP03-006	Turnstiles (NOT USED)
BP03-007	Security Service
BP03-008	Camera, Site Security Equipment
BP03-009	Storm Water Management (includes pumps, hoses, perimeter control)
BP03-010	Site Development and Maintenance (Roads, laydown, site prep, drainage)
BP03-011	Office Trailer Setup
BP03-012	Office Trailer Rent

BP03-013	Printers
BP03-014	IT (Servers and equipment including monitors)
BP03-015	Door Security and Badging (NOT USED)
BP03-016	AV (Projectors, TVs, and conference equipment)
BP03-017	Furniture
BP03-018	Connexes
BP03-019	Maintenance Facilities
BP03-020	Maintenance Labor
BP03-021	Fueling Facility
BP03-022	Maintenance Equipment
BP03-023	Maintenance Environmental Services (Fluid recycling and/or disposal from Vehicles)
BP03-024	Crane Mats and Rigging
BP03-025	Warehouse (Incl. HVAC, Roll up Doors, Etc.)
BP03-026	Warehouse Software
BP03-027	Warehouse Shelving (furnishing)
BP03-028	Warehouse and Material Management Craft Support
BP03-029	Utility Installation (internet, water, electric, sewer)
BP03-030	Utility Costs Ongoing (internet, water, electric, sewer)
BP03-031	UAV Topography and Photos (Propellor)
BP03-032	Survey Supplies
BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting,Supplies, Labor, Equipment)
BP03-034	Craft Support - Water and Ice
BP03-035	Craft Support - Restrooms
BP03-036	Craft Support - Waste Management
BP03-037	Craft Support - Street Sweeping
BP03-038	Craft Support - Access and Road Maintenance (includes materials)
BP03-039	Quality Testing (Soil, Concrete, NDT, etc.)
BP03-040	Quality Inspection Services
BP03-041	Quality Supplies and Consumables
BP03-042	Supplier Quality Surveillance
BP03-043	Quality Testing Facilities
BP03-044	Office Supplies and Consumables
BP03-045	Office Cleaning
BP03-046	Pest Control
BP03-047	Project Signage
BP03-048	Site Trucking
BP03-049	Traffic Control, Signage, Barricades, Ropes, Etc.
BP03-050	Decking

The Site Services scope is anticipated to run from October 2023 through July of 2025 which should coincide with

Final Completion. The services listed and provided are critical to the CMAR's ability to manage the project per the Contract documents, procedural requirements as outlined in the project management documents, and to satisfy best management practices. Any variation in these services could affect the CMARs ability to manage to the contract documents and best management practices standards.

The overall scope of work is to provide temporary facilities and controls to allow on site management of the construction of the project. This includes items such as, but not limited to; labor to establish the site, grading for temporary construction trailers and maintenance facilities, infrastructure to support temporary facilities and labor forces, site photography, implementation of the Storm Water Pollution Prevention Plan (SWPPP), maintenance of the SWPPP, security, site fencing, IT, temporary power and utility infrastructure costs, storm water management and best management practice installations, third party quality control testing, and labor to maintain the project site over the course of construction execution. Many of these costs are based on unit pricing, lump sum, and time and materials for supervision and craft support.

The CMAR solicited, coordinated, and executed this GMP development per the CMAR Agreement and specifications. The speed of project execution has limited our ability to collaborate in depth but there has been discussion and review of certain scopes during task force meetings. Potential subcontractors and vendors have been identified by the CMAR and contacted for pricing, where timing allowed. Other scope values have been based on similar pricing from other projects or previous experience. Depending on the criticality of the scope, some were evaluated using qualitative as well as quantitative results.

Early Procurement

1) Completed Equipment Packages – **GMP Proposal to be provided once selection and pricing are finalized for both packages.**
    a. Equipment Package 1 – Membrane Biological Reactor
        i. This equipment package was advertised by Plummer Associates on behalf of the Owner in August 2023. Proposals were publicly opened on 9/13/2023. Plummer Associates in cooperation with the Owner has evaluated and recommended the contract be awarded to Veolia Water Technologies & Solutions in the amount of $3,987,000.00.
    b. Equipment Package 2 – Electrical Equipment Package Number 1
        i. This equipment package was advertised by Plummer Associates on behalf of the Owner in August 2023 and may be referred to as Electrical Equipment Package Number 1. Proposals were publicly opened on 9/26/2023. Plummer Associates in cooperation with the Owner has evaluated and recommended the contract be awarded to TBD in the amount of TBD.
2) Incomplete Equipment Packages – **GMP Proposal to be provided once the selection and pricing are finalized for this package.**
    a. Equipment Package 3 – Equipment Preselection Package 1
        i. This equipment package was advertised by Plummer Associates on behalf of the Owner in September 2023. The procurement is open at this time. Bids are to be received on 10/17/2023. The remainder of this equipment procurement is to be completed by Kiewit within the preconstruction contract item for Procurement Services. Bids are to be opened and evaluated by Kiewit and the Owner, after which this package will be included as a Progressive GMP Amendment to the construction contract.

<u>Contract and Payment Mechanism</u>

It is expected that the components of this work package approval will be invoiced as stated below for each BP:

1. General Conditions – Will be invoiced a Lump Sum per agreed schedule of values.

2. Site Services – Will be invoiced as a Lump Sum per agreed schedule of values.
3. Early Procurement – Will be invoiced as Time and Materials.
4. Contingency – Contingency will be allocated to Cost of Work according to the change management process then invoiced accordingly, generally as a lump sum.
5. Construction Fee Insurance will be invoiced at the percentages defined in the Agreement.

South Wastewater Treatment Plant – MBR Project

TO: City of Sherman/GTUA/Pape-Dawson **DATE:** 10/4/2023

FROM: Kiewit

SUBJECT: Drawings, Specifications, and other Contract Documents

COPIES: Transmitted Electronically via Email

Plans and Specifications

The following listing of plans, specifications, and documents were used in the development of self-performed or vendor bid packages for this GMP.

Plans and Sketches

- COSK-PLA-TDD0001 3D SITE PLAN CONCEPT_2023-08-04
- COSK-PLA-TDD0002 G-001_SITE PLAN
- COSK-PLA-TDD0003 46 53 49.20 Membrane Biological Reactors Flat Plate Type_2023-08-04
- COSK-PLA-TDD0004 G-002_PROCESS FLOW
- COSK-PLA-TDD0005 G-003_HYDRAULIC PROFILE
- COSK-PLA-TDD0006 2023-08-04_Specs_TOC, DIV 00, &46 53 49.20
- COSK-PLA-TDD0007 2023-08-04_MBR (FLAT PLATE TYPE) P&IDs
- COSK-PLA-TDD0008 2023-08-04_MBR (Flat Plate) Drawings
- COSK-PLA-TDD0009 Preliminary Equipment & Design Criteria Summary_2023-08-04
- COSK-PLA-TDD0010 Yard Piping Schedule List
- COSK-PLA-TDD0011 ELECTRICAL ONE-LINES
- COSK-PLA-TDD0012 2023 0804 COARSE SCREENING & LS P&IDs
- COSK-PLA-TDD0013 2023 0804 I-201 FINE SCREENING P&ID-Layout1
- COSK-PLA-TDD0014 2023 0804 X-XXX_EQ BASIN-P&ID
- COSK-PLA-TDD0015 2023 0804 X-XXX_FILTERS P&ID-Layout1
- COSK-PLA-TDD0016 M-330 EQ TANK PLANS AND SECTIONS
- COSK-PLA-TDD0017 M-332 DOME WALL AND FOOTING
- COSK-PLA-TDD0018 M-333 TANK PIPING
- COSK-PLA-TDD0019 M-334 TANK LADDERS AND HATCHES
- COSK-PLA-TDD0020 M-335 MISCELLANOUS APPURTENANCE

- Sherman_MBR plant only_20230810_Buildout_v3
- Sherman_MBR plant only_20230810_Phase_1A_v3

- PDR_Sherman South WWTP-MBR_Final_v1combined_seals

Item No.	Bid Package	Item Description	Date Added to Log	Assumption, Clarification, Exception, Risk Item
1	BP03-042	Supplier Quality Surveillance	9/28/2023	Inclusive of Travel and other expenses.
2	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume stripping topsoil at a depth of 6" deep hauling and stock piling on site
3	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume balancing site based on using square footage of areas at a deapth of 2' deep to make level pads.
4	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume weight of soil at 125 Lb per cubic foot.
5	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume mixing lime at a deapth of 1 foot @ 8% lime
6	BP03-017	Furniture	9/28/2023	Furniture assumes 48 FTE staff at $1,600 per each FTE
7	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume placing geogrid under all yards/roads/parking areas.
8	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume placing 6" of base rock over all yards/roads/parking areas @ 2TN per Cy (this unit weight includes the yield)
9	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume putting temp drainage under roads at 13 locations, using 36" cmp at 40LF of pipe per crossing.
10	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Removal of temp drainage and final grading are anticipated to be executed in a future package
11	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume excavating a 3 foot deep V ditch on both sides of all roads.
12	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Assume all materials to remain on site, no site restoration cost is included. CMAR has assumed that the base course used for roadways and temporary laydown, will be hauled off site and disposed of in a later package
13	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	Maintenance of laydown, roadways, and parking areas included
14	BP03-010	Site Development (Roads, laydown, site prep, drainage)	9/28/2023	This package represents the CMARs proposed plan for temp site roadways, laydown areas, and trailer areas necessary for the project, but in no way should be considered inclusive of any modifications or additions. Should the plan change, those changes may be built into future packages.
15	BP03-007	Security Services	9/29/2023	Assuming no security guard will be required.
16	BP03-024	Crane Mats and Rigging	9/29/2023	Assume all Crane mats are new material purchases
17	BP03-024	Crane Mats and Rigging	9/29/2023	Assume Crane mats are priced @ 50 New Crane Mats 12” x 4’ x 30’ Hardwood
18	BP03-024	Crane Mats and Rigging	9/29/2023	Pricing excludes tax
19	BP03-024	Crane Mats and Rigging	10/2/2023	Pricing excludes Rigging pricing
20	BP03-048	Site Trucking	9/29/2023	Assume pricing is based of 600 hrs of End/flatbed.belly dump truck usage @ $130/Hr
21	BP03-048	Site Trucking	9/29/2023	Pricing has a minimum of 6hrs per unit.
22	BP03-049	Traffic Control, Signage, Barricades, Ropes, Etc.	9/29/2023	Pricing has a 20% Escalation built in based of historical data from 2020
23	BP03-045	Office Cleaning	9/29/2023	Assuming Cleaning service twice a week for 18 months (78 weeks) @ $1,800 per week. If additonal services are required, cost will be captured in future bid packages
24	BP03-042	Supplier Quality Surveillance	10/1/2023	Excludes costs from significant engineering and schedule changes.
25	BP03-007	Security Services	10/1/2023	Excludes potential overtime and holiday costs
26	BP03-013	Printers	10/2/2023	Priced at an 18 month Lease @ $1764.50. Any additional capabilities may create the need to replace the machines at a different or increased cost.
27	BP03-014	IT (Servers and Equipment Including Monitors	10/2/2023	Pricing includes dock stations, 2 monitors, Keyboard and Mouse for staff of 30
28	BP03-023	Maintenance Enviornmental Services (Fluids from Vehicle)	10/2/2023	Pricing is based of average service cost on past projects @ $1,538 per month for 18 months
29	BP03-023	Maintenance Enviornmental Services (Fluids from Vehicle)	10/2/2023	Pricing excludes any set up cost
30	BP03-023	Maintenance Enviornmental Services (Fluids from Vehicle)	10/2/2023	Historical pricing based of Safety Kleen invoices located in Fort Worth TX
31	BP03-032	Survey Supplies	10/2/2023	Price does not include Day to Day equipment needed, such as Lathe, Hubs, Upside down paint, 60d nails, Ribbon, Marker
32	BP03-031	UAV Topography and Photos (Propellor)	10/2/2023	Price does not include software needed for Photos (Still waiting on 2nd half of quote)
33	BP03-031	UAV Topography and Photos (Propellor)	10/3/2023	Price includes Drone purchase and aerial photos once a week for 78 weeks @ ~$400 an upload
34	BP03-033	Temporary Consumption Power Costs	10/2/2023	Consumption costs for temporary construction power is included, any consumption costs related to start-up/commissioning is not included
35	BP03-005	Fencing (temp and permanent)	10/2/2023	Temp pricing includes sales tax.
36	BP03-005	Fencing (temp and permanent)	10/2/2023	Temp pricing does not include prevailing wage
37	BP03-005	Fencing (temp and permanent)	10/2/2023	Temp assuming linear foot for job site is 3,962 feet and rental services for up to 24 months
38	BP03-023	Maintenance Environmental Services (Fluids from Vehicles)	10/2/2023	Pricing based on historical pricing

Item No.	Bid Package	Item Description	Date Added to Log	Assumption, Clarification, Exception, Risk Item
39	BP03-008	Camera, Site Security Equipment	10/2/2023	Quote includes cameras and alarm systems broken down by each unit plex
40	BP03-008	Camera, Site Security Equipment	10/2/2023	CMAR has not included movement of any cameras or poles
41	BP03-039	Quality Testing (Soil, Concrete, NDT, etc.)	10/2/2023	Estimated pricing is based off a historical ROUGH average price of 2% total project value
42	BP03-039	Quality Testing (Soil, Concrete, NDT, etc.)	10/2/2023	Some Testing will be self performed to control schedule and cost
43	BP03-039	Quality Testing (Soil, Concrete, NDT, etc.)	10/2/2023	Multiple companies have been contacted and are prepared to quote once recieving an idea of services needed
44	BP03-047	Project Signage	10/2/2023	Pricing is based soley off historical average PO's for Blue Sky project
45	BP03-047	Project Signage	10/2/2023	Plug price assumes 4 seperate PO's @ $2500 EA
46	BP03-005	Fencing (temp and permanent)	10/2/2023	Assumes permanent fencing will be 6' barbed wire, 2x 20' wide double swing gates, 4x 4' pedestrian gates, 1 additional mobilization
47	BP03-005	Fencing (temp and permanent)	10/2/2023	Permanent pricing was derived from Samsung Solar which was 19x the amount of fencing that Sherman requires, Assumes a $5,000 adder will cover the increased cost from a lower qty.
48	BP03-005	Fencing (temp and permanent)	10/2/2023	Assumes 6' temporary chain link fence
49	BP03-018	Connexes	10/2/2023	Estimated 3 connexes using Blue Sky Pre FFU price per 1. Adder assumes 10% bump in price from 2022 price used in Blue Sky doc.
50	BP03-026	Warehouse Software	10/2/2023	Includes 2 years of MVP, 2 years of Mobile CMMS, SAP, 1 printer and labels
51	BP03-027	Warehouse Shelving	10/2/2023	Assumes add $2,500 covers freight, excludes tax.
52	BP03-025	Warehouse (incl HVAC, Roll Up Doors, etc.)	10/2/2023	Assumes 6,048 sqft, 3 steel doors, 2 OH doors. Excludes Tax, security, and freight costs. Assumes a 10% increase from Blue Sky's Austin 2022 pricing to Dallas area 2023 pricing.
53	BP03-002	Cost Basis	10/2/2023	Standard Shift Arrangements 10 Hours per Shift, 1 Shift per Day, 5 Days per Week.
54	BP03-002	Cost Basis	10/2/2023	Fuel Rates per AAA Month Ago Average.
55	BP03-040	Inspection Services	10/3/2023	Special Inspections as defined by the International Building Code is exlcuded.
56	BP03-009	SWPPP	10/3/2023	Carried cost to Design and procure SWPPP for the South Plant Only based on plant layout provided
57	BP03-009	SWPPP	10/3/2023	Maintenance of SWPPP will be performed by the CMAR
58	BP02-001	General Conditions	10/3/2023	No warranties beyond 1 year. Additional warranties can be added in future packages
59	BP03-003	TSCD	10/3/2023	No scaffolding included in GCs and Site Services. Cost will be included in future packages if scaffolding is utilized
60	BP03-024	Crane Mats and Rigging	10/3/2023	Carried the cost to establish the crane pads once. Any future costs will be carried in future packages
61	BP03-002	Site Service Equipment (Including Cranes)	10/3/2023	Klein tank assumed onsite from Nov 23 - July 25 = 90 weeks. Captured for full duration of project
62	BP02-001	General Conditions	10/3/2023	Electrical, Concrete, and other discipline Superintendents are not included in GCs. Staff like this will be captured in future bid packages
63	BP03-001	Support Staff	10/3/2023	Construction Engineering personnel are included in the GCs and Site Services bid packages. Additional Construction Engineering staff will be added in future bid packages.
64	BP03-001	Support Staff	10/3/2023	We have carried a Startup Manager to shape the plans. Additional Support Staff will be added in future bid packages to support startup
65	BP10-002	Remove Temp Facilities, Demobilization, Final Clean, Site Roads, Restoration, Seeding	10/3/2023	Demobe has been defered. Will be included in future bid packages for startup/demobe.
66	BP03-033	Temporary Electrical	10/3/2023	Exclude power for startup. Will be carried in future packages
67	BP03-030	Utility Costs Ongoing (internet, water, electric, sewer)	10/3/2023	Exclude water for startup. Will be carried in future packages
68	BP03-029	Utility Installation (internet, water, electric, sewer)	10/3/2023	Assuming Engineer and Owner can use our internet when initially installed
69	BP03-001	Support Staff	10/3/2023	Assuming 228 weeks of craft labor tax equalization @ 50DMH/Wk = 11,400 DMH @ $10/DMH = $114,000
70	BP03-001	Support Staff	10/3/2023	Assume Safety Supplies @ $1.83/DMH (per Blue Sky)
71	BP03-034	Craft Support - Water and Ice	10/3/2023	Water and Ice has been priced in this bid package for GCs and Site Services. Additional Water and Ice cost will be captured in future bid packages for direct work associated with those packages
72	BP03-036	Craft Support - Waste Management	10/3/2023	Trash Removal has been priced in this bid package for GCs and Site Services. Additional Trash Removal will be captured in future bid packages for direct work associated with those packages

Item No.	Bid Package	Item Description	Date Added to Log	Assumption, Clarification, Exception, Risk Item
73	BP03-035	Craft Support - Restrooms	10/3/2023	Chemical Toilets has been priced in this bid package for GCs and Site Services. Additional Chemical Toilets will be captured in future bid packages for direct work associated with those packages
74	BP03-001	Support Staff	10/3/2023	Drug Testing has been priced in this bid package for GCs and Site Services. Additional Drug Testing will be captured in future bid packages for direct work associated with those packages
75	BP03-002	Site Service Equipment (Including Cranes)	10/3/2023	Fuel escalation has been excluded from GCs and Site Services
76	BP03-001	Support Staff	10/3/2023	Assume jobsite snow removal craft labor - 4 months a year @ 80 hr/mo x 2 winters = 640 hrs @ full wage with sub. Labor Foreman and Journeyman
77	BP03-001	Support Staff	10/3/2023	Assume site services craft working 60 hr/wk
78	BP03-001	Support Staff	10/3/2023	Include Electrician Move Bonus and Core Travel Incentive in the Site Services package. (Exclude from the electrical package)
79	BP01-001	Early Procurement A	10/3/2023	Include $10m in process mechanical in Bid Package for GCs, Site Services, and Early Procurement. $4m for MBR, $6m for other
80	BP02-001	General Conditions	10/3/2023	Assume 9% Contigency Funds
81	BP03-016	AV (Projectors, TVs, and Conference Equipment)	10/3/2023	Quote assumes 5 conference room tvs with wall mounts and HDMI cords
82	BP03-040	Quality Inspection Services	10/3/2023	Without having specifications for testing and inspections, we have assumed $1m for this scope based on historical prices
83	BP02-001	General Conditions	10/3/2023	Exclusion: any deductibles will be billed against contigency
84	BP02-001	General Conditions	10/3/2023	Warranty corrections are not covered by work packages. They will be covered by contingency
85	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/2023	All base rock, lime slurry, hourly trucking and geogrid for roads/laydown/parking areas is based on quoted prices. All other material prices are based on historical prices.
86	BP03-002	Site Services Equipment (Including Cranes)	10/4/2023	Only routine housekeeping sweeping has been included. Any additional sweeping necessary to comply with permit requirements or specifically needed to support the direct performance of the work, will be added to the applicable GMP and bid package
87	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/2023	CMAR has assumed stockpiling of materials in areas indicated.
88	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/2023	CMAR has assumed unrestricted access to the work areas.
89	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/2023	CMAR has assumed geotechnical conditions as represented and provided.
90	BP03-002	Site Services Equipment (Including Cranes)	10/4/2023	The list of equipment provided is not to be deemed whole and inclusive of all/every piece of equipment that may be necessary to execute or support the work.
91	BP03-002	Site Services Equipment (Including Cranes)	10/4/2023	Any special labor required to re-equip or modify cranes beyond their standard configuration to support means and methods of construction, has not been included.
92	BP03-002	Site Services Equipment (Including Cranes)	10/4/2023	Equipment rates are based on Equipment Watch Blue Book rates for the assumed equipment model and year
93	BP03-044	Office Supplies and Consumables	10/4/2023	Pricing based on historical past cost
94	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	CMAR will procure and pay for the temporary electrical permit(s)
95	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Trenching is included for installaiton of UG runs. Rock excavation, if any, is not included
96	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Temp electrical installation will not be in compliance with specifications. Additionally, any temporary MV distribution equipment, transformers, switchboards, and general power equipment will be manufacturer standard for the temporary application and will not meet equipment specification standards.
97	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Temporary electrical costs for distribution of power across project site for construction are included in this bid package. Facility lighting or any specialty power required are not included.
98	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Assumed “MVSG” arc resistant switchgear is NOT required for Temporary gear.
99	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Assumed fused switches are acceptable for the medium voltage distribution in lieu of breakers for temporary gear.
100	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Assumed aluminum power cables is acceptable for temporary gear.

Item No.	Bid Package	Item Description	Date Added to Log	Assumption, Clarification, Exception, Risk Item
101	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Lighting at craft and staff parking lots warehouse, maintenance shop, and parking lot entrance road only.
102	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Warehouse is turnkey and will require only single connection.
103	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	No concrete encasement of conduit is included.
104	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	Removal of temporary power has been included.
105	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	CMAR included generators to power the early trailers for the period before temporary power is installed and operational.
106	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	No salvage value is included for electrical equipment or materials.
107	BP03-033	Temporary Electrical - Site Support (Gear, Distribution, Lighting (Interior and Parking), Supplies, Labor, Equipment)	10/4/2023	The CMAR has assumed no conflicts for utilities existing, or any other projects, that do not match plan.
108	BP03-009	SWPPP	10/4/2023	Cost includes installation of SWPPP items based on preliminary design. Finalized design and cost to be included in later packages.
109	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/2023	The CMAR has assumed and priced a TXDOT aggregate base course for use in all temp roadways and laydown areas.
110	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/20233	CMAR has assumed no stockpile seeding. Any stockpile seeding cost will be included in future packages.
111	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/2023	No stockpile management has been included.
112	BP03-010	Site Development (Roads, laydown, site prep, drainage)	10/4/2023	The City of Sherman Standard Specifications and Details were used to develop the cost fot the temporary water and sewer lines for the trailer connections.
113	BP03-010	Temp Water and Temp Sewer	10/4/2023	Assumed 4' of cover for all temporary utilitity lines which includes temp water, temp sewer and temp electric.
114	BP03-010	Temp Water and Temp Sewer	10/4/2023	Trenching is included for installaiton of UG runs. Rock excavation, if any, is not included
115	BP03-010	Temp Water and Temp Sewer	10/4/2023	Main sewer is 6" PVC SDR 35 with 4" branch with a tie-in to a 12" main line
116	BP03-010	Temp Water and Temp Sewer	10/4/2023	Potable water is a 4" C900 asuumed by spec with a 2" service branches and poly wrap
117	BP03-010	Temp Water and Temp Sewer	10/4/2023	A backflow preventor is included in the cost
118	BP03-028	Warehouse and Material Craft Support	10/4/2023	transportation & logistics craft support.
119	BP03-028	Warehouse and Material Craft Support	10/4/2023	coordinator for 74 man weeks, a material clerk for 20 man
120	BP03-028	Warehouse and Material Craft Support	10/4/2023	Excludes additional time if project dates extend out.
121	BP03-001	Procurement Support	10/4/2023	33 man weeks of procurement lead support for execution, 87
122	BP03-044	Office Supplies and Consumables	10/4/2023	Man-Weeks for construction staff until April 2025

Price Basis: General Conditions, Site Services, Early Procurement, and Contingency

Description	Quantity	Unit Of Measure	Total Price
General Conditions			**$16,866,305.00**
Bonds & Permits			
Payment and Performance Bond ($4.00/$1,000 for $155M)	155,000.00	K$	$620,000.00
Builders' Risk Insurance ($0.1618 per $100 for $155M)	155,000.00	K$	$403,354.00
Permits (includes SWPPP & SPCC Design)	45.00	K$	$45,000.00
Staff			
Sponsor	82.00	MWk	$820,000.00
Project Manager	85.00	MWk	$765,000.00
Construction Manager	85.00	MWk	$765,000.00
Project Engineer / Scheduler / Commercial Manager	240.00	MWk	$1,680,000.00
Document Control	86.00	MWk	$516,000.00
Design Manager	43.00	MWk	$550,400.00
Design Engineers	97.00	MWk	$970,000.00
Startup & Performance Testing Manager	69.00	MWk	$621,000.00
Safety Manager	112.00	MWk	$672,000.00
Safety Engineer	67.00	MWk	$335,000.00
Quality Managers	171.00	MWk	$1,026,000.00
Quality Engineers	230.00	MWk	$1,150,000.00
Survey Manager	86.00	MWk	$688,000.00
Survey Engineers	129.00	MWk	$774,000.00
Senior Business Manager	78.00	MWk	$468,000.00
Business Manager	61.00	MWk	$366,000.00
Administrative - Certified Payroll	69.00	MWk	$276,000.00
Clerks	141.00	MWk	$564,000.00
Interns	65.00	MWk	$260,000.00
Quality Inspection / Testing / Consumables			
Quality Supplies & Consumables	401.00	MWk	$96,240.00
Third Party Inspection and Testing- SQS Plant Visits	3.00	Ea	$15,000.00
Third Party Other Inspections and Tests	414.00	MWk	$1,000,000.00
Survey Equipment / Supplies			
Survey Equipment and Supplies	215.00	MWk	$107,500.00
Outside Survey	9.00	Wk	$75,000.00
Other Survey Items - Initial Equipment Purchase & Drone	78.00	Wk	$179,000.00
Office Trailers			
Office Trailers Rental Cost	60.00	Mo	$316,892.00
Mobe / Skirting Office Trailers	1.00	PLS	$212,319.00
Office Utilities Including Power, Water and Gas Costs	60.00	Mo	$41,000.00
Job Office Setup	10,800.00	SF	$60,264.00
Decking Trailers	1,000.00	SF	$150,000.00

Price Basis: General Conditions, Site Services, Early Procurement, and Contingency

Description	Quantity	Unit Of Measure	Total Price
Owner Trailer Three-Plex (36x60)	20.00	Mo	$60,910.00
Owner Trailer Mobe / Setup & Skirting	1.00	PLS	$42,926.00
Owner Trailer Equipment/Furniture	1.00	Ea	$10,000.00
Owner Trailer / Supplies / Cleaning	20.00	Mo	$14,500.00
Partnering			
Partnering and Teambuilding	16.00	Mo	$150,000.00
Site Services			**$18,399,017.31**
Staff			
Site Services Superintendent	95.00	MWk	$855,000.00
Equipment Superintendent	94.00	MWk	$658,000.00
Procurement Manager / Procurement	47.00	MWk	$376,000.00
Warehouseman Manager	60.00	MWk	$98,330.40
Warehouse Craft Person	60.00	MWk	$86,112.48
Equipment Mobilization			
Equipment Mobilization	28.00	Ea	$179,648.00
Equipment Moves	14.00	Ea	$89,824.00
Equipment Setup & Dismantle	2.80	Ea	$40,418.00
Klein Tank Setup	1.00	Ea	$3,512.75
Temporary Laydown			
Laydown	72,734.00	SY	$3,480,741.61
Temporary Barrier - Pedestrian Walkway			
Temporary Barrier - Load / Haul / Set K Rail	920.00	LF	$27,240.79
PM - K Rail Pedestrian Walkway (20' Sticks)	920.00	LF	$47,803.20
Security Setup			
Security Setup (Cameras, Motion Detectors etc.)	1.00	PLS	$25,000.00
Temporary Fencing			
Temporary Fencing and Gates	2,996.00	LF	$44,940.00
Temporary Electrical Power			
Temporary Electrical - Installation and Removal	1.00	PLS	$712,928.00
Temporary Electrical Field- Power Consumption Cost	1.00	PLS	$218,000.00
Temp Utilities- Sewer & Water			
Sanitary Sewer & Potable Water Line	3,724.00	LF	$420,500.54
Temp Utilities - Purchase Construction Water	8,329.00	MGal	$45,080.71
Temp Utilities - Water Meter	1.00	Each	$2,165.00
Warehouse Setup			
Warehouse Slab & Installation	1.00	PLS	$174,200.00
Maintenance Facility			
Maintenance Facility Slab & Installation	1.00	PLS	$280,500.00
Maintenance Facility Rental	16.00	Mo	$236,944.00

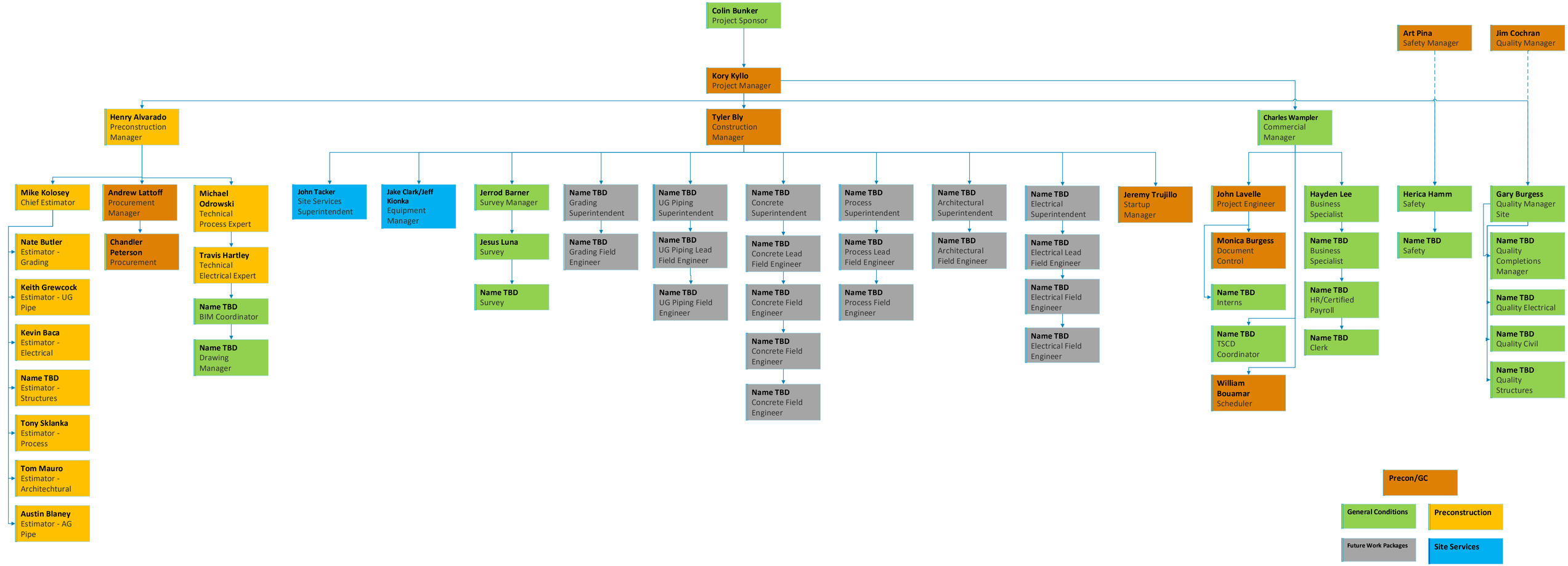
Price Basis: General Conditions, Site Services, Early Procurement, and Contingency

Description	Quantity	Unit Of Measure	Total Price
Crane Pads & Mats			
Crane Pads & Mats	1.00	PLS	$74,865.98
Site Services			
Snow Removal	35.00	Wk	$38,595.90
Site Services - Construction Equipment			
Light Plants (4 ea)	52.00	Wk	$98,280.00
Klein Tank	90.00	Wk	$74,880.00
Road Broom	52.00	Wk	$213,241.60
Loader	52.00	Wk	$190,444.80
Skid Steer Tracked	52.00	Wk	$152,193.60
10K Forklift	52.00	Wk	$114,899.20
Motor Grader 140M	52.00	Wk	$251,908.80
84" Roller	12.00	Wk	$85,612.80
200 Ton Crawler Crane (3 ea)	163.00	Wk	$4,088,365.94
75 Ton RT Crane (2 ea)	142.00	Wk	$1,392,054.38
4 MG Water Truck	90.00	Wk	$429,192.00
Trailer/Float	90.00	Wk	$40,680.00
Truck for Trailer	90.00	Wk	$266,904.00
Site Services - Craft Labor			
Craft Labor	577.00	Wk	$1,514,260.21
Craft Labor Travel Incentive	46,000.00	MH	$89,000.00
Safety Supplies	46,000.00	MH	$85,172.88
Employee Performance Recognition	46,000.00	MH	$23,271.28
Craft Labor Site Services - Water & Ice Distribution	46,000.00	MH	$27,925.54
Craft Labor Site Services - Trash Removal	46,000.00	MH	$30,252.66
Craft Labor Site Services - Chemical Toilets	46,000.00	MH	$32,579.79
Craft Labor Site Services - Drug Testing	46,000.00	MH	$2,327.13
Craft Labor Site Services - Other	46,000.00	MH	$0.00
Craft Labor Site Services - Saturdays	108.88	K$	$110,230.39
Warehouse Forklift			
Forklift Site Services: Warehouse	52.00	Wk	$225,804.80
Temp Environmental Controls			
Temp Site Enviro Controls - Protective Fencing (Silt Fence)	3,228.00	LF	$12,957.51
Temp Site Enviro Controls - Truck Wheel Wash	1.00	Ea	$1,605.64
Temp Site Enviro Controls - Rock Check Dams	103.00	Ea	$41,345.21
Temp Site Enviro Controls - Construction Entrance	356.00	SY	$7,430.90
Maintain Temporary Site Environmental Controls	90.00	Wk	$85,830.71
STS - Initial Environmental Material	1.00	PLS	$72,137.80
STS - Maintain Environmental Material (25% of Initial Purchase)	1.00	PLS	$17,753.00

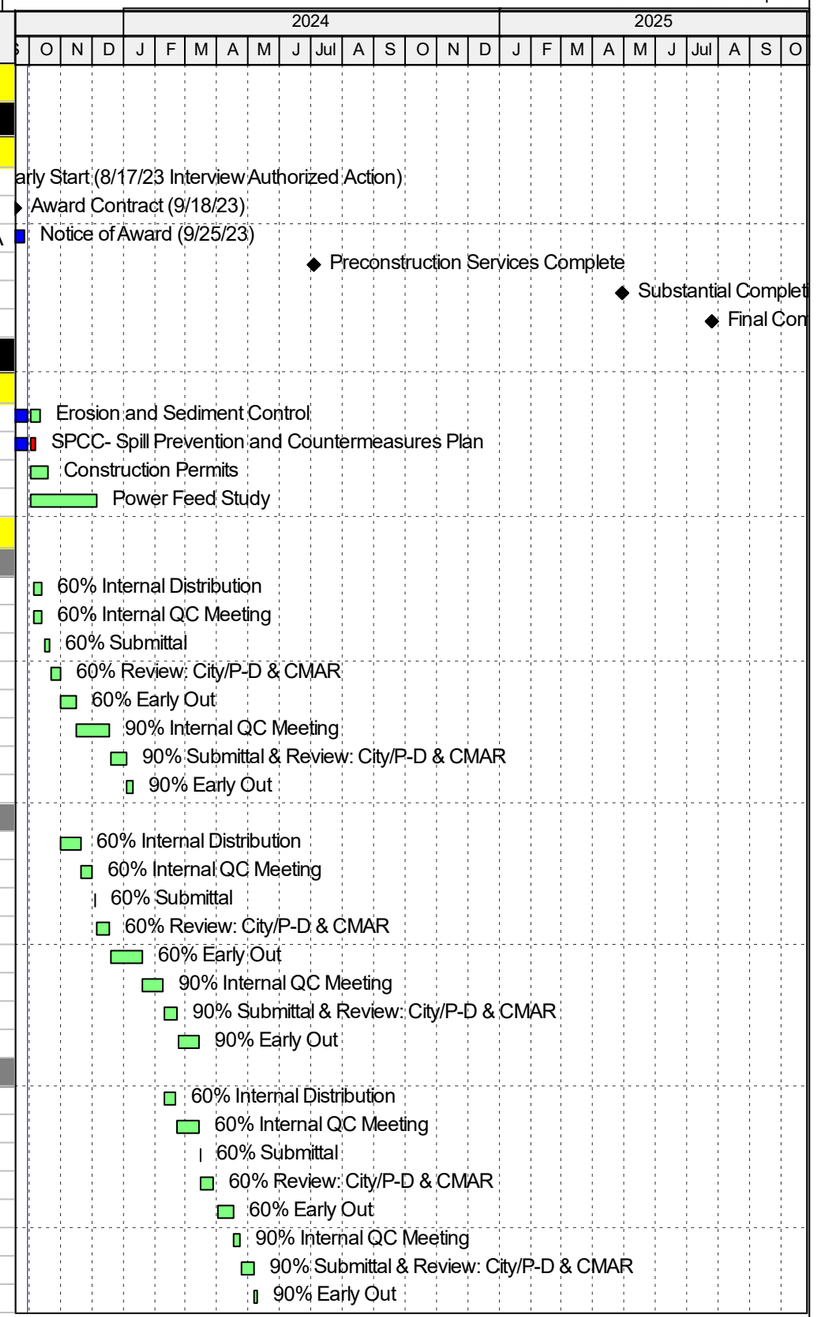
Price Basis: General Conditions, Site Services, Early Procurement, and Contingency

Description	Quantity	Unit Of Measure	Total Price
Site Fencing			
Site Fencing	2,569.00	LF	$44,186.80
20' Vehicle Gates	4.00	Ea	$6,000.00
4' Pedestrian Gates	2.00	Ea	$5,000.00
Electrical			
Temp Power Trenching	850.00	CY	$34,876.18
Craft Labor Site Services Escalation			
Craft Wages	146.07	K$	$146,070.20
Craft MH Supplies & Consumables			
Site Services / Temp Enviro / Electrical MH Supplies & Consumables	46,000.00	MH	$167,990.23
Early Procurement			**$10,000,000.00**
Early Procurement	1.00	PLS	$10,000,000.00
Contingency			**$4,073,879.01**
Contingency @ 9%	4,073.88	K$	$4,073,879.01
Subtotal			**$49,339,201.32**
CMAR Fee			**$4,909,250.53**
CMAR Fee @ 9.95%	4,909.25	K$	$4,909,250.53
Total			**$54,248,451.85**

City of Sherman South WWTP - MBR Org Chart



Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
City of Sherman WWTP - CMAR Baseline Schedule - LIVE		485	456		21-Aug-23 A	26-Jul-25
Milestones		485	265		21-Aug-23 A	26-Jul-25
Contractual		485	265		21-Aug-23 A	26-Jul-25
MILE-100	Early Start (8/17/23 Interview Authorized Action)	0	0	100%	21-Aug-23 A	
MILE-110	Award Contract (9/18/23)	0	0	100%	18-Sep-23 A	
MILE-120	Notice of Award (9/25/23)	7	0	100%	18-Sep-23 A	26-Sep-23 A
MILE-130	Preconstruction Services Complete	0	0	0%		03-Jul-24
MILE-140	Substantial Completion (4/30/25)	0	0	0%		29-Apr-25*
MILE-150	Final Completion (7/26/25)	0	0	0%		26-Jul-25*
Permits and Design		164	154		04-Sep-23 A	10-May-24
Permits		55	45		04-Sep-23 A	05-Dec-23
PT-110	Erosion and Sediment Control	14	9	35.71%	04-Sep-23 A	12-Oct-23
PT-120	SPCC- Spill Prevention and Countermeasures Plan	7	5	28.57%	04-Sep-23 A	06-Oct-23
PT-100	Construction Permits	14	14	0%	02-Oct-23	19-Oct-23
PT-130	Power Feed Study	45	45	0%	02-Oct-23	05-Dec-23
Design Packages		150	150		06-Oct-23	10-May-24
Priority One Improvements		64	64		06-Oct-23	10-Jan-24
DSNP-100	60% Internal Distribution	6	6	0%	06-Oct-23*	13-Oct-23
DSNP-110	60% Internal QC Meeting	6	6	0%	06-Oct-23	13-Oct-23
DSNP-120	60% Submittal	5	5	0%	16-Oct-23	20-Oct-23
DSNP-130	60% Review: City/P-D & CMAR	7	7	0%	23-Oct-23	31-Oct-23
DSNP-140	60% Early Out	11	11	0%	01-Nov-23	15-Nov-23
DSNP-150	90% Internal QC Meeting	21	21	0%	16-Nov-23	18-Dec-23
DSNP-160	90% Submittal & Review: City/P-D & CMAR	9	9	0%	19-Dec-23	03-Jan-24
DSNP-170	90% Early Out	5	5	0%	04-Jan-24	10-Jan-24
Priority Two Improvements		92	92		01-Nov-23	14-Mar-24
DSNP-180	60% Internal Distribution	14	14	0%	01-Nov-23	20-Nov-23
DSNP-190	60% Internal QC Meeting	7	7	0%	21-Nov-23	01-Dec-23
DSNP-200	60% Submittal	1	1	0%	04-Dec-23	04-Dec-23
DSNP-210	60% Review: City/P-D & CMAR	10	10	0%	05-Dec-23	18-Dec-23
DSNP-220	60% Early Out	20	20	0%	19-Dec-23	18-Jan-24
DSNP-230	90% Internal QC Meeting	15	15	0%	19-Jan-24	08-Feb-24
DSNP-240	90% Submittal & Review: City/P-D & CMAR	10	10	0%	09-Feb-24	22-Feb-24
DSNP-250	90% Early Out	15	15	0%	23-Feb-24	14-Mar-24
Priority Three Improvements		65	65		09-Feb-24	10-May-24
DSNP-260	60% Internal Distribution	8	8	0%	09-Feb-24	20-Feb-24
DSNP-270	60% Internal QC Meeting	17	17	0%	21-Feb-24	14-Mar-24
DSNP-280	60% Submittal	1	1	0%	15-Mar-24	15-Mar-24
DSNP-290	60% Review: City/P-D & CMAR	10	10	0%	15-Mar-24	28-Mar-24
DSNP-300	60% Early Out	12	12	0%	01-Apr-24	16-Apr-24
DSNP-310	90% Internal QC Meeting	5	5	0%	17-Apr-24	23-Apr-24
DSNP-320	90% Submittal & Review: City/P-D & CMAR	9	9	0%	24-Apr-24	06-May-24
DSNP-330	90% Early Out	4	4	0%	07-May-24	10-May-24

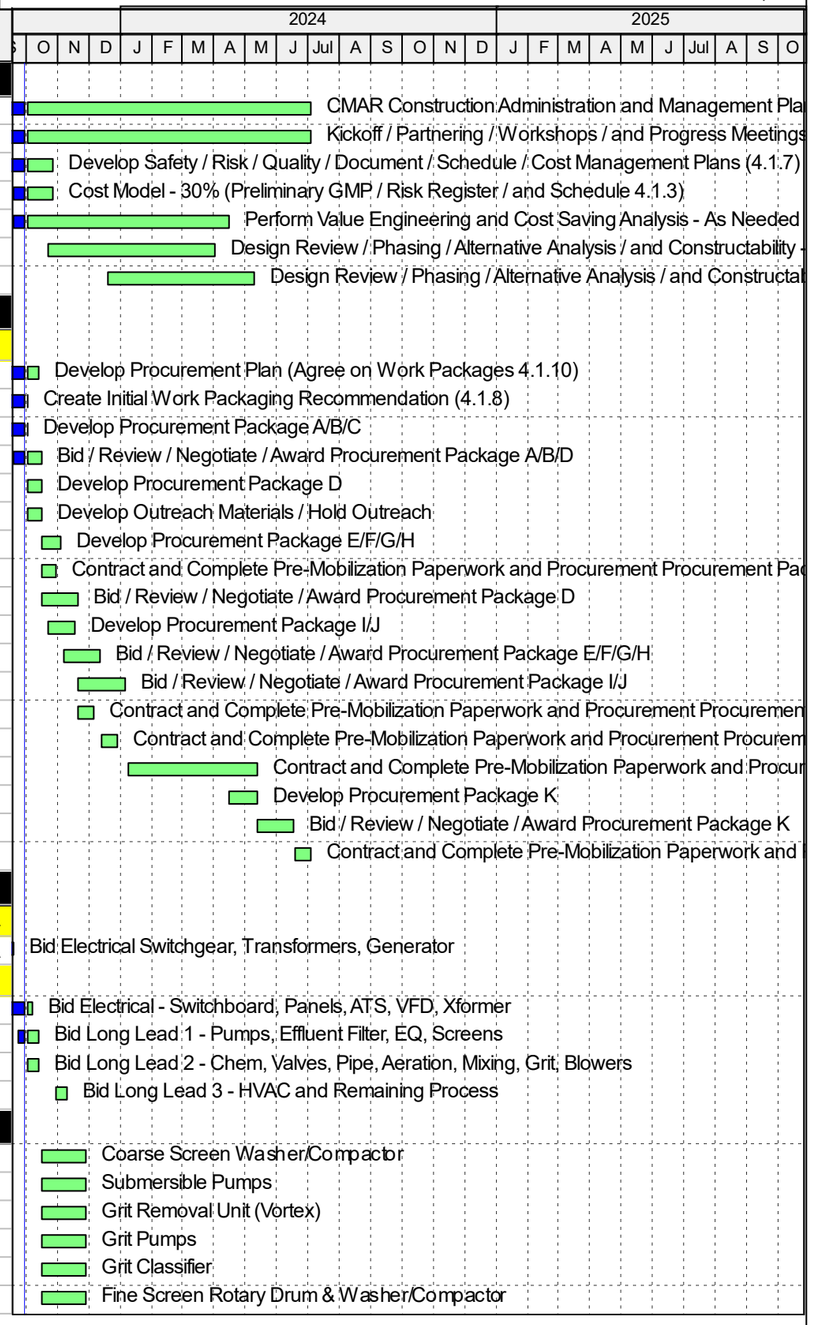


Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Kiewit

Sherman
CLASSIC TOWN, BROAD HORIZON

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
Preconstruction Services		225	191		21-Aug-23 A	03-Jul-24
PRE-100	CMAR Construction Administration and Management Planning (4.1.1 / 4.1.6)	220	191	13.18%	21-Aug-23 A	03-Jul-24
PRE-110	Kickoff / Partnering / Workshops / and Progress Meetings (4.1.2 / 4.1.5)	220	191	13.18%	21-Aug-23 A	03-Jul-24
PRE-140	Develop Safety / Risk / Quality / Document / Schedule / Cost Management Plans (4.1.7)	60	20	66.67%	21-Aug-23 A	27-Oct-23
PRE-120	Cost Model - 30% (Preliminary GMP / Risk Register / and Schedule 4.1.3)	30	20	33.33%	18-Sep-23 A	27-Oct-23
PRE-130	Perform Value Engineering and Cost Saving Analysis - As Needed (4.1.11)	145	135	6.9%	18-Sep-23 A	15-Apr-24
PRE-150	Design Review / Phasing / Alternative Analysis / and Constructability - 60% (4.1.4)	110	110	0%	23-Oct-23	01-Apr-24
PRE-160	Design Review / Phasing / Alternative Analysis / and Constructability - 90% (4.1.4)	100	100	0%	19-Dec-23	10-May-24
Preconstruction		210	191		21-Aug-23 A	03-Jul-24
Procurement Services		210	191		21-Aug-23 A	03-Jul-24
PRO-SERV-100	Develop Procurement Plan (Agree on Work Packages 4.1.10)	40	10	75%	21-Aug-23 A	13-Oct-23
PRO-SERV-110	Create Initial Work Packaging Recommendation (4.1.8)	20	1	95%	21-Aug-23 A	02-Oct-23
PRO-SERV-120	Develop Procurement Package A/B/C	20	1	95%	05-Sep-23 A	02-Oct-23
PRO-SERV-130	Bid / Review / Negotiate / Award Procurement Package A/B/D	20	11	45%	18-Sep-23 A	16-Oct-23
PRO-SERV-140	Develop Procurement Package D	10	10	0%	02-Oct-23	16-Oct-23
PRO-SERV-150	Develop Outreach Materials / Hold Outreach	10	10	0%	03-Oct-23	16-Oct-23
PRO-SERV-160	Develop Procurement Package E/F/G/H	15	15	0%	16-Oct-23	03-Nov-23
PRO-SERV-170	Contract and Complete Pre-Mobilization Paperwork and Procurement Procurement Package A/B/C	10	10	0%	17-Oct-23	30-Oct-23
PRO-SERV-190	Bid / Review / Negotiate / Award Procurement Package D	25	25	0%	17-Oct-23	20-Nov-23
PRO-SERV-180	Develop Procurement Package I/J	20	20	0%	23-Oct-23	17-Nov-23
PRO-SERV-200	Bid / Review / Negotiate / Award Procurement Package E/F/G/H	25	25	0%	06-Nov-23	12-Dec-23
PRO-SERV-210	Bid / Review / Negotiate / Award Procurement Package I/J	30	30	0%	20-Nov-23	05-Jan-24
PRO-SERV-220	Contract and Complete Pre-Mobilization Paperwork and Procurement Procurement Package D	10	10	0%	21-Nov-23	06-Dec-23
PRO-SERV-230	Contract and Complete Pre-Mobilization Paperwork and Procurement Procurement Package E/F/G/H	10	10	0%	13-Dec-23	28-Dec-23
PRO-SERV-240	Contract and Complete Pre-Mobilization Paperwork and Procurement Procurement Package I/J	90	90	0%	08-Jan-24	13-May-24
PRO-SERV-250	Develop Procurement Package K	20	20	0%	15-Apr-24	13-May-24
PRO-SERV-260	Bid / Review / Negotiate / Award Procurement Package K	25	25	0%	13-May-24	17-Jun-24
PRO-SERV-270	Contract and Complete Pre-Mobilization Paperwork and Procurement Procurement Package K	12	12	0%	18-Jun-24	03-Jul-24
Procurement		30	30		21-Aug-23 A	10-Nov-23
Owner Supplied Equipment		30	0		21-Aug-23 A	18-Sep-23 A
PRO-OS-100	Bid Electrical Switchgear, Transformers, Generator	30	0	100%	21-Aug-23 A	18-Sep-23 A
Owner Pre-Selected Equipment		30	30		21-Aug-23 A	10-Nov-23
PRO-OS-110	Bid Electrical - Switchboard, Panels, ATS, VFD, Xformer	5	5	0%	21-Aug-23 A	06-Oct-23
PRO-OS-120	Bid Long Lead 1 - Pumps, Effluent Filter, EQ, Screens	5	10	0%	24-Sep-23 A	13-Oct-23
PRO-OS-130	Bid Long Lead 2 - Chem, Valves, Pipe, Aeration, Mixing, Grit, Blowers	10	10	0%	02-Oct-23*	13-Oct-23
PRO-OS-140	Bid Long Lead 3 - HVAC and Remaining Process	10	10	0%	30-Oct-23*	10-Nov-23
Contracts		30	30		16-Oct-23	28-Nov-23
PRO-K-100	Coarse Screen Washer/Compactor	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-110	Submersible Pumps	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-120	Grit Removal Unit (Vortex)	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-130	Grit Pumps	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-140	Grit Classifier	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-150	Fine Screen Rotary Drum & Washer/Compactor	30	30	0%	16-Oct-23	28-Nov-23



Remaining Level of Effort
Actual Work
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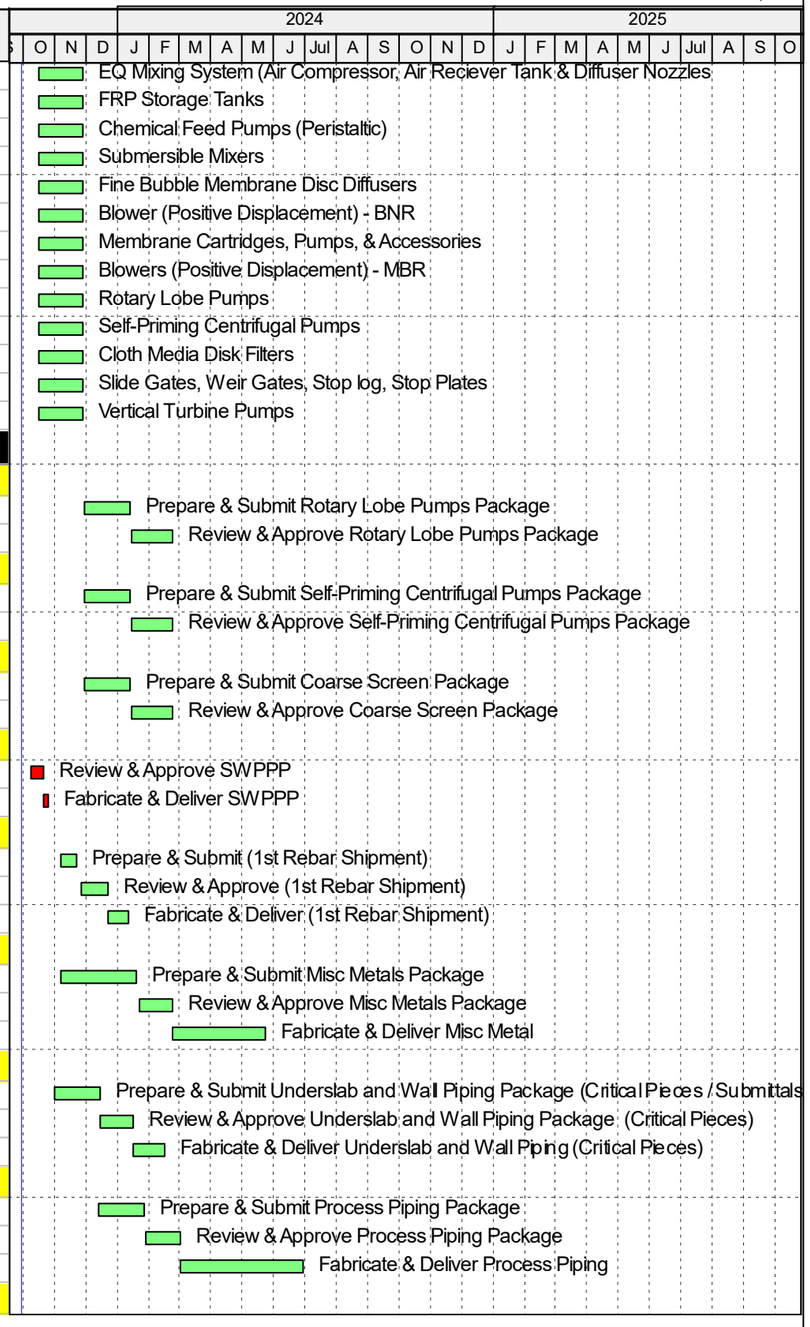
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
PRO-K-160	EQ Mixing System (Air Compressor, Air Reciever Tank & Diffuser Nozzles	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-170	FRP Storage Tanks	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-180	Chemical Feed Pumps (Peristaltic)	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-190	Submersible Mixers	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-200	Fine Bubble Membrane Disc Diffusers	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-210	Blower (Positive Displacement) - BNR	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-220	Membrane Cartridges, Pumps, & Accessories	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-230	Blowers (Positive Displacement) - MBR	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-240	Rotary Lobe Pumps	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-250	Self-Priming Centrifugal Pumps	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-260	Cloth Media Disk Filters	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-270	Slide Gates, Weir Gates, Stop log, Stop Plates	30	30	0%	16-Oct-23	28-Nov-23
PRO-K-280	Vertical Turbine Pumps	30	30	0%	16-Oct-23	28-Nov-23
Submittals		370	370		21-Aug-23 A	23-Mar-25
Rotary Lobe Pumps		60	60		29-Nov-23	23-Feb-24
PRO-100	Prepare & Submit Rotary Lobe Pumps Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-104	Review & Approve Rotary Lobe Pumps Package	30	30	0%	15-Jan-24	23-Feb-24
Self-Priming Centrifugal Pumps		60	60		29-Nov-23	23-Feb-24
PRO-110	Prepare & Submit Self-Priming Centrifugal Pumps Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-114	Review & Approve Self-Priming Centrifugal Pumps Package	30	30	0%	15-Jan-24	23-Feb-24
Coarse Screen		60	60		29-Nov-23	23-Feb-24
PRO-120	Prepare & Submit Coarse Screen Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-124	Review & Approve Coarse Screen Package	30	30	0%	15-Jan-24	23-Feb-24
SWPPP		13	13		09-Oct-23	25-Oct-23
PRO-130	Review & Approve SWPPP	10	10	0%	09-Oct-23	20-Oct-23
PRO-134	Fabricate & Deliver SWPPP	5	5	0%	20-Oct-23	25-Oct-23
Concrete / Reinforcing / Embeds		44	44		06-Nov-23	11-Jan-24
PRO-140	Prepare & Submit (1st Rebar Shipment)	13	13	0%	06-Nov-23	22-Nov-23
PRO-144	Review & Approve (1st Rebar Shipment)	20	20	0%	27-Nov-23	22-Dec-23
PRO-148	Fabricate & Deliver (1st Rebar Shipment)	20	20	0%	22-Dec-23	11-Jan-24
Misc Metals		138	138		06-Nov-23	23-May-24
PRO-150	Prepare & Submit Misc Metals Package	50	50	0%	06-Nov-23	19-Jan-24
PRO-154	Review & Approve Misc Metals Package	25	25	0%	22-Jan-24	23-Feb-24
PRO-158	Fabricate & Deliver Misc Metal	90	90	0%	23-Feb-24	23-May-24
Underslab and Wall Piping		72	72		01-Nov-23	15-Feb-24
PRO-160	Prepare & Submit Underslab and Wall Piping Package (Critical Pieces / Submittals on LNTP)	30	30	0%	01-Nov-23	14-Dec-23
PRO-164	Review & Approve Underslab and Wall Piping Package (Critical Pieces)	20	20	0%	15-Dec-23	16-Jan-24
PRO-168	Fabricate & Deliver Underslab and Wall Piping (Critical Pieces)	30	30	0%	16-Jan-24	15-Feb-24
Process Piping		138	138		13-Dec-23	29-Jun-24
PRO-170	Prepare & Submit Process Piping Package	30	30	0%	13-Dec-23	26-Jan-24
PRO-174	Review & Approve Process Piping Package	25	25	0%	29-Jan-24	01-Mar-24
PRO-178	Fabricate & Deliver Process Piping	120	120	0%	01-Mar-24	29-Jun-24
MBR Equipment		55	55		29-Nov-23	16-Feb-24



Remaining Level of Effort
Actual Work
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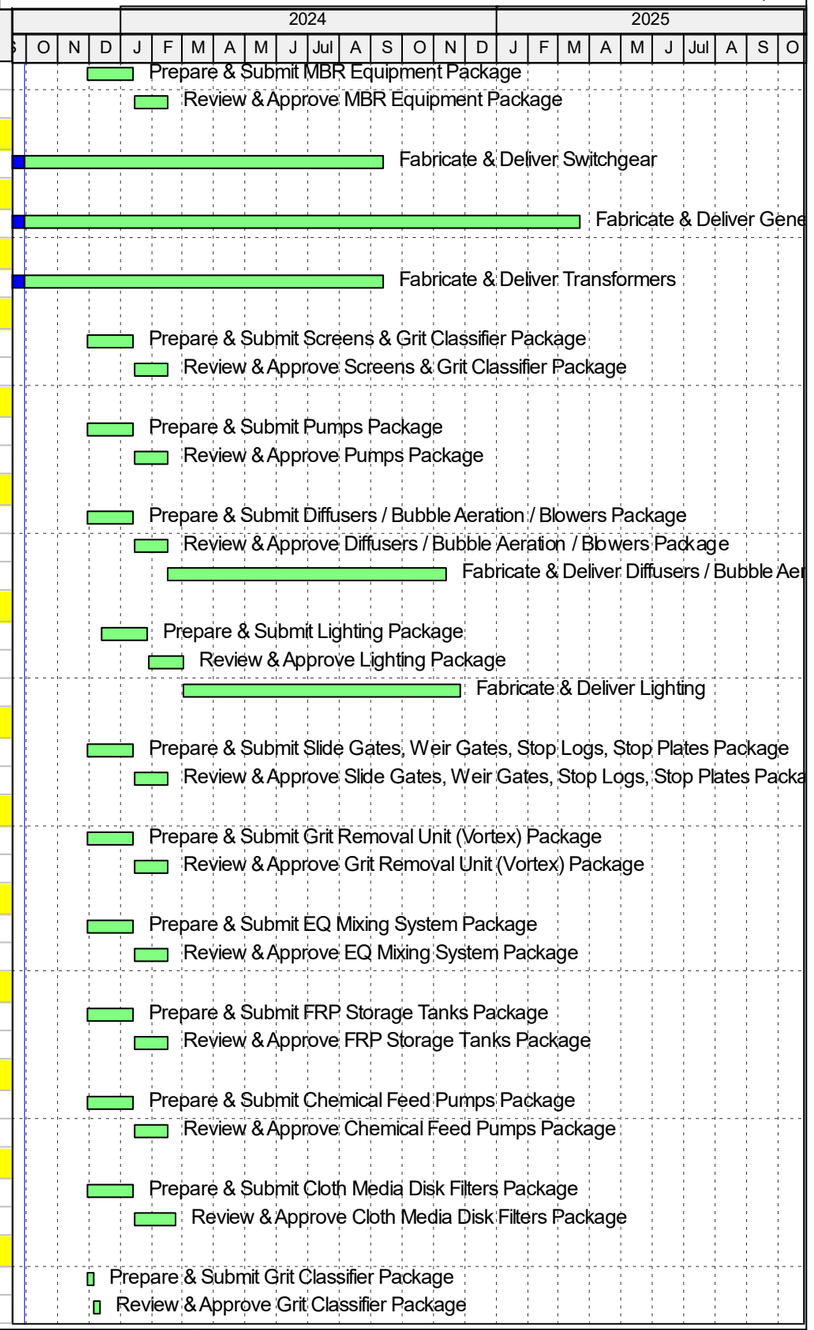
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
PRO-180	Prepare & Submit MBR Equipment Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-184	Review & Approve MBR Equipment Package	25	25	0%	15-Jan-24	16-Feb-24
Switchgear		360	348		21-Aug-23 A	12-Sep-24
PRO-190	Fabricate & Deliver Switchgear	360	348	3.33%	21-Aug-23 A	12-Sep-24
Generator		540	540		21-Aug-23 A	23-Mar-25
PRO-200	Fabricate & Deliver Generator	540	540	0%	21-Aug-23 A	23-Mar-25
Transformers		360	348		21-Aug-23 A	12-Sep-24
PRO-210	Fabricate & Deliver Transformers	360	348	3.33%	21-Aug-23 A	12-Sep-24
Screens & Grit Classifier		55	55		29-Nov-23	16-Feb-24
PRO-220	Prepare & Submit Screens & Grit Classifier Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-224	Review & Approve Screens & Grit Classifier Package	25	25	0%	15-Jan-24	16-Feb-24
Submersible Pumps		55	55		29-Nov-23	16-Feb-24
PRO-230	Prepare & Submit Pumps Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-234	Review & Approve Pumps Package	25	25	0%	15-Jan-24	16-Feb-24
Diffusers / Bubble Aeration		242	242		29-Nov-23	12-Nov-24
PRO-240	Prepare & Submit Diffusers / Bubble Aeration / Blowers Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-244	Review & Approve Diffusers / Bubble Aeration / Blowers Package	25	25	0%	15-Jan-24	16-Feb-24
PRO-248	Fabricate & Deliver Diffusers / Bubble Aeration / Blowers	270	270	0%	16-Feb-24	12-Nov-24
Lighting		242	242		13-Dec-23	26-Nov-24
PRO-250	Prepare & Submit Lighting Package	30	30	0%	13-Dec-23	26-Jan-24
PRO-254	Review & Approve Lighting Package	25	25	0%	29-Jan-24	01-Mar-24
PRO-258	Fabricate & Deliver Lighting	270	270	0%	01-Mar-24	26-Nov-24
Slide Gates, Weir Gates, Stop Logs, Stop Plates		55	55		29-Nov-23	16-Feb-24
PRO-260	Prepare & Submit Slide Gates, Weir Gates, Stop Logs, Stop Plates Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-264	Review & Approve Slide Gates, Weir Gates, Stop Logs, Stop Plates Package	25	25	0%	15-Jan-24	16-Feb-24
Grit Removal Unit (Vortex)		55	55		29-Nov-23	16-Feb-24
PRO-270	Prepare & Submit Grit Removal Unit (Vortex) Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-274	Review & Approve Grit Removal Unit (Vortex) Package	25	25	0%	15-Jan-24	16-Feb-24
EQ Mixing System		55	55		29-Nov-23	16-Feb-24
PRO-280	Prepare & Submit EQ Mixing System Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-284	Review & Approve EQ Mixing System Package	25	25	0%	15-Jan-24	16-Feb-24
FRP Storage Tanks		55	55		29-Nov-23	16-Feb-24
PRO-290	Prepare & Submit FRP Storage Tanks Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-294	Review & Approve FRP Storage Tanks Package	25	25	0%	15-Jan-24	16-Feb-24
Chemical Feed Pumps (Peristaltic)		55	55		29-Nov-23	16-Feb-24
PRO-300	Prepare & Submit Chemical Feed Pumps Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-304	Review & Approve Chemical Feed Pumps Package	25	25	0%	15-Jan-24	16-Feb-24
Cloth Media Disk Filters		60	60		29-Nov-23	23-Feb-24
PRO-310	Prepare & Submit Cloth Media Disk Filters Package	30	30	0%	29-Nov-23	12-Jan-24
PRO-314	Review & Approve Cloth Media Disk Filters Package	30	30	0%	15-Jan-24	23-Feb-24
Grit Classifier		10	10		29-Nov-23	12-Dec-23
PRO-320	Prepare & Submit Grit Classifier Package	5	5	0%	29-Nov-23	05-Dec-23
PRO-324	Review & Approve Grit Classifier Package	5	5	0%	06-Dec-23	12-Dec-23



Remaining Level of Effort
Actual Work
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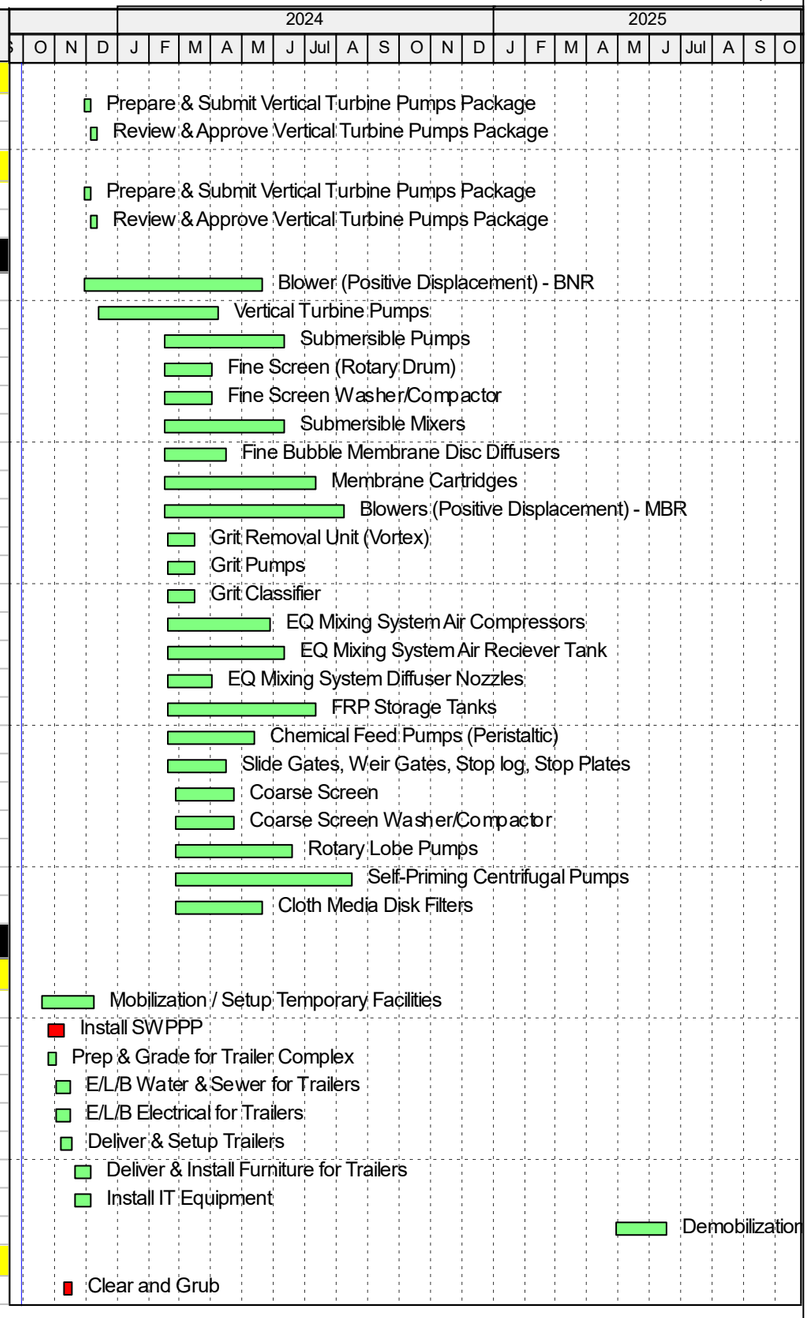
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
Vertical Turbine Pumps		10	10		29-Nov-23	12-Dec-23
PRO-330	Prepare & Submit Vertical Turbine Pumps Package	5	5	0%	29-Nov-23	05-Dec-23
PRO-334	Review & Approve Vertical Turbine Pumps Package	5	5	0%	06-Dec-23	12-Dec-23
Submersible Mixers		10	10		29-Nov-23	12-Dec-23
PRO-340	Prepare & Submit Vertical Turbine Pumps Package	5	5	0%	29-Nov-23	05-Dec-23
PRO-344	Review & Approve Vertical Turbine Pumps Package	5	5	0%	06-Dec-23	12-Dec-23
Fabrication & Delivery		180	180		29-Nov-23	15-Aug-24
FD-100	Blower (Positive Displacement) - BNR	120	120	0%	29-Nov-23	20-May-24
FD-110	Vertical Turbine Pumps	80	80	0%	13-Dec-23	08-Apr-24
FD-120	Submersible Pumps	80	80	0%	16-Feb-24	11-Jun-24
FD-130	Fine Screen (Rotary Drum)	30	30	0%	16-Feb-24	01-Apr-24
FD-140	Fine Screen Washer/Compactor	30	30	0%	16-Feb-24	01-Apr-24
FD-150	Submersible Mixers	80	80	0%	16-Feb-24	11-Jun-24
FD-160	Fine Bubble Membrane Disc Diffusers	40	40	0%	16-Feb-24	15-Apr-24
FD-170	Membrane Cartridges	100	100	0%	16-Feb-24	11-Jul-24
FD-180	Blowers (Positive Displacement) - MBR	120	120	0%	16-Feb-24	08-Aug-24
FD-190	Grit Removal Unit (Vortex)	20	20	0%	19-Feb-24	15-Mar-24
FD-200	Grit Pumps	20	20	0%	19-Feb-24	15-Mar-24
FD-210	Grit Classifier	20	20	0%	19-Feb-24	15-Mar-24
FD-220	EQ Mixing System Air Compressors	70	70	0%	19-Feb-24	28-May-24
FD-230	EQ Mixing System Air Reciever Tank	80	80	0%	19-Feb-24	11-Jun-24
FD-240	EQ Mixing System Diffuser Nozzles	30	30	0%	19-Feb-24	01-Apr-24
FD-250	FRP Storage Tanks	100	100	0%	19-Feb-24	11-Jul-24
FD-260	Chemical Feed Pumps (Peristaltic)	60	60	0%	19-Feb-24	13-May-24
FD-270	Slide Gates, Weir Gates, Stop log, Stop Plates	40	40	0%	19-Feb-24	15-Apr-24
FD-280	Coarse Screen	40	40	0%	26-Feb-24	22-Apr-24
FD-290	Coarse Screen Washer/Compactor	40	40	0%	26-Feb-24	22-Apr-24
FD-300	Rotary Lobe Pumps	80	80	0%	26-Feb-24	18-Jun-24
FD-310	Self-Priming Centrifugal Pumps	120	120	0%	26-Feb-24	15-Aug-24
FD-320	Cloth Media Disk Filters	60	60	0%	26-Feb-24	20-May-24
Construction		416	416		20-Oct-23	17-Jun-25
Mobilization		416	416		20-Oct-23	17-Jun-25
MOB-100	Mobilization / Setup Temporary Facilities	29	29	0%	20-Oct-23	08-Dec-23
MOB-110	Install SWPPP	9	9	0%	26-Oct-23	09-Nov-23
MOB-130	Prep & Grade for Trailer Complex	5	5	0%	26-Oct-23	01-Nov-23
MOB-140	E/L/B Water & Sewer for Trailers	10	10	0%	02-Nov-23	15-Nov-23
MOB-150	E/L/B Electrical for Trailers	10	10	0%	02-Nov-23	15-Nov-23
MOB-160	Deliver & Setup Trailers	10	10	0%	06-Nov-23	17-Nov-23
MOB-170	Deliver & Install Furniture for Trailers	10	10	0%	20-Nov-23	05-Dec-23
MOB-180	Install IT Equipment	10	10	0%	20-Nov-23	05-Dec-23
MOB-120	Demobilization / Remove Temporary Facilities / Restore Site / Remove SWPPP	27	27	0%	30-Apr-25	17-Jun-25
Sitework		222	222		10-Nov-23	30-Sep-24
SITE-100	Clear and Grub	5	5	0%	10-Nov-23	17-Nov-23



Remaining Level of Effort
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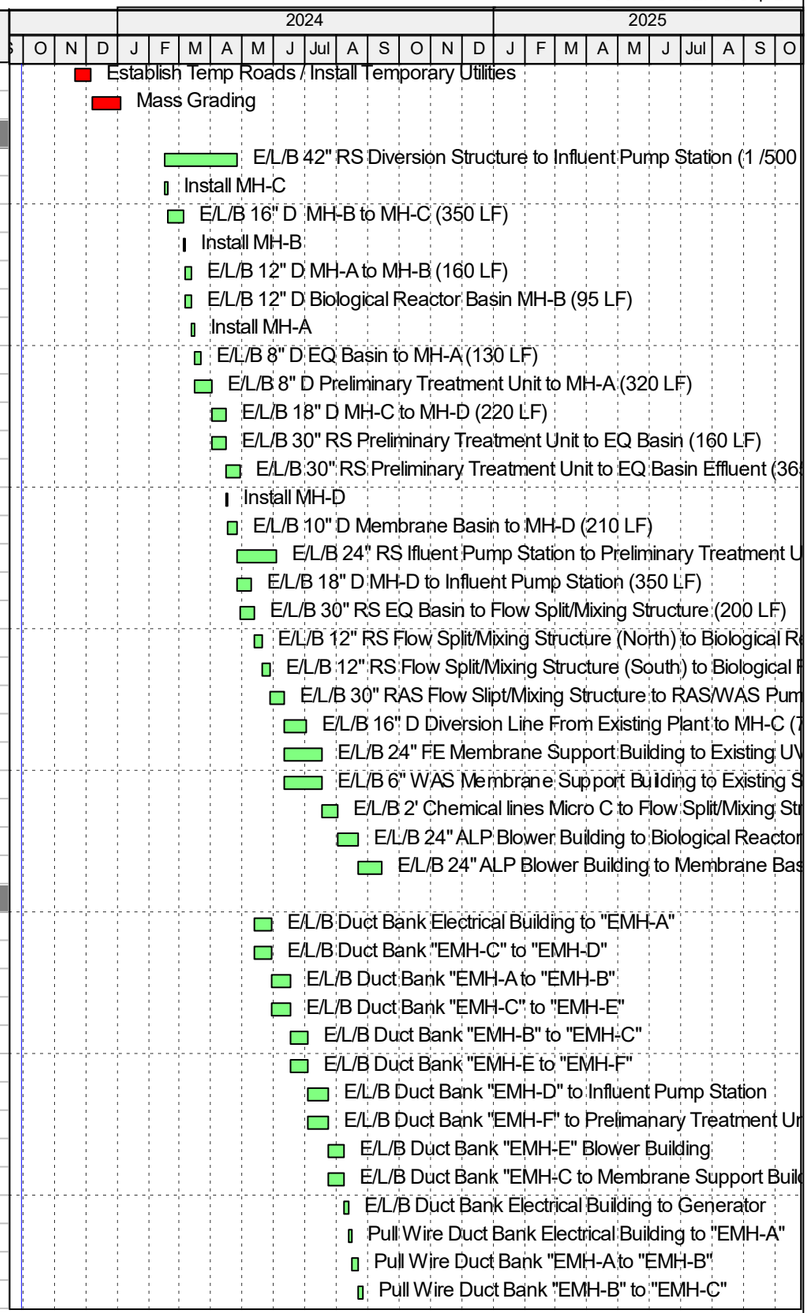
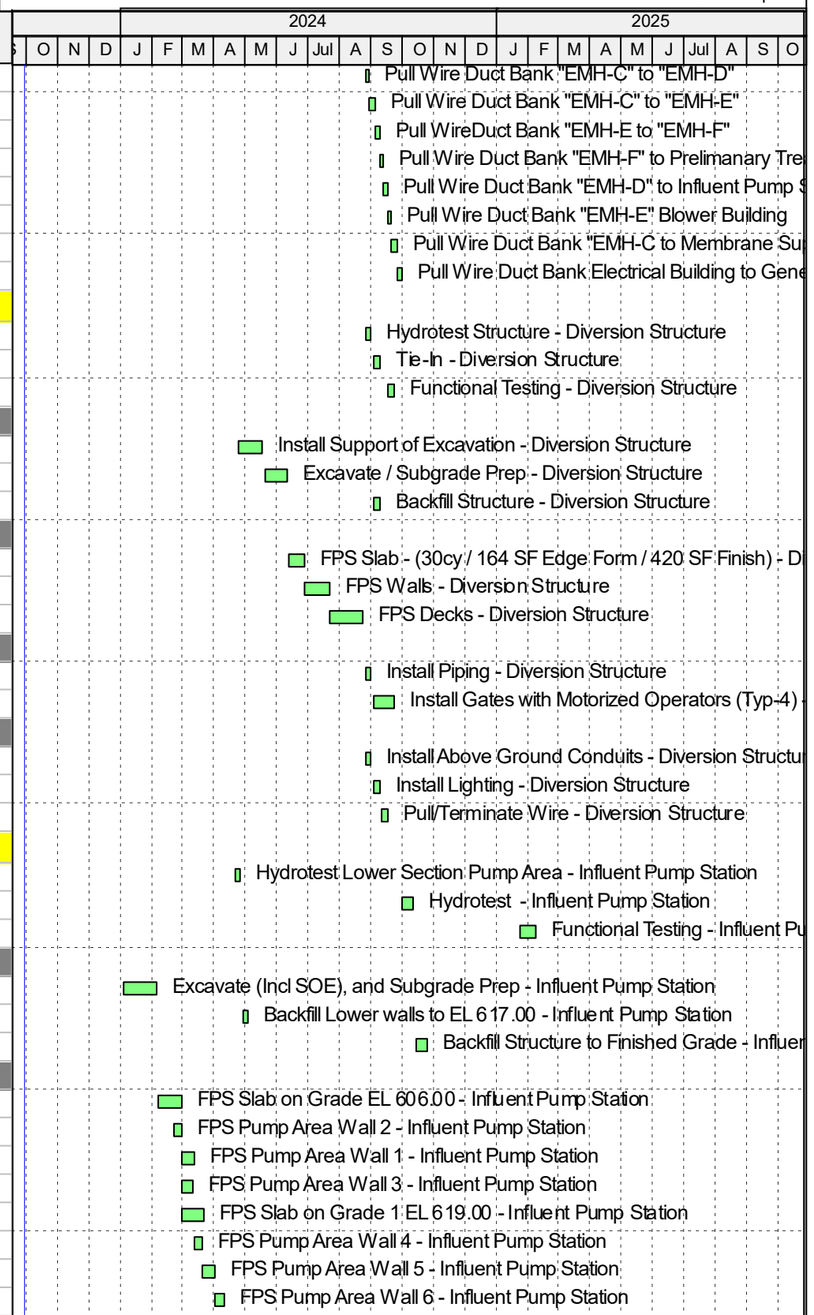
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
SITE-110	Establish Temp Roads / Install Temporary Utilities	10	10	0%	20-Nov-23	05-Dec-23
SITE-120	Mass Grading	15	15	0%	07-Dec-23	03-Jan-24
Yard Piping		146	146		15-Feb-24	13-Sep-24
SITE-130	E/L/B 42" RS Diversion Structure to Influent Pump Station (1 /500 LF)	50	50	0%	15-Feb-24	26-Apr-24
SITE-140	Install MH-C	2	2	0%	15-Feb-24	19-Feb-24
SITE-150	E/L/B 16" D MH-B to MH-C (350 LF)	10	10	0%	19-Feb-24	04-Mar-24
SITE-160	Install MH-B	2	2	0%	04-Mar-24	06-Mar-24
SITE-170	E/L/B 12" D MH-A to MH-B (160 LF)	5	5	0%	06-Mar-24	13-Mar-24
SITE-180	E/L/B 12" D Biological Reactor Basin MH-B (95 LF)	5	5	0%	06-Mar-24	13-Mar-24
SITE-190	Install MH-A	2	2	0%	13-Mar-24	15-Mar-24
SITE-200	E/L/B 8" D EQ Basin to MH-A (130 LF)	5	5	0%	15-Mar-24	22-Mar-24
SITE-210	E/L/B 8" D Preliminary Treatment Unit to MH-A (320 LF)	10	10	0%	15-Mar-24	01-Apr-24
SITE-220	E/L/B 18" D MH-C to MH-D (220 LF)	8	8	0%	01-Apr-24	15-Apr-24
SITE-230	E/L/B 30" RS Preliminary Treatment Unit to EQ Basin (160 LF)	10	10	0%	01-Apr-24	15-Apr-24
SITE-240	E/L/B 30" RS Preliminary Treatment Unit to EQ Basin Effluent (365 LF)	10	10	0%	15-Apr-24	29-Apr-24
SITE-250	Install MH-D	2	2	0%	15-Apr-24	17-Apr-24
SITE-260	E/L/B 10" D Membrane Basin to MH-D (210 LF)	7	7	0%	17-Apr-24	26-Apr-24
SITE-270	E/L/B 24" RS Ifluent Pump Station to Preliminary Treatment Unit (1 /125 LF)	25	25	0%	26-Apr-24	03-Jun-24
SITE-280	E/L/B 18" D MH-D to Influent Pump Station (350 LF)	10	10	0%	26-Apr-24	10-May-24
SITE-290	E/L/B 30" RS EQ Basin to Flow Split/Mixing Structure (200 LF)	10	10	0%	29-Apr-24	13-May-24
SITE-300	E/L/B 12" RS Flow Split/Mixing Structure (North) to Biological Reactor Basin (100 LF)	5	5	0%	13-May-24	20-May-24
SITE-330	E/L/B 12" RS Flow Split/Mixing Structure (South) to Biological Reactor Basin (100 LF)	5	5	0%	20-May-24	28-May-24
SITE-340	E/L/B 30" RAS Flow Slipt/Mixing Structure to RAS/WAS Pump Structure (350 LF)	10	10	0%	28-May-24	11-Jun-24
SITE-370	E/L/B 16" D Diversion Line From Existing Plant to MH-C (700 LF)	15	15	0%	11-Jun-24	02-Jul-24
SITE-380	E/L/B 24" FE Membrane Support Building to Existing UV (1 /200 LF)	25	25	0%	11-Jun-24	18-Jul-24
SITE-390	E/L/B 6" WAS Membrane Support Building to Existing Sludge Holding Tank (1 /020 LF)	25	25	0%	11-Jun-24	18-Jul-24
SITE-440	E/L/B 2' Chemical lines Micro C to Flow Split/Mixing Structure	10	10	0%	18-Jul-24	01-Aug-24
SITE-470	E/L/B 24" ALP Blower Building to Biological Reactor Basin (Possibly Above Ground)	15	15	0%	01-Aug-24	22-Aug-24
SITE-520	E/L/B 24" ALP Blower Building to Membrane Basin (Possibly Above Ground)	15	15	0%	22-Aug-24	13-Sep-24
Electrical Ductbanks		96	96		13-May-24	30-Sep-24
SITE-310	E/L/B Duct Bank Electrical Building to "EMH-A"	12	12	0%	13-May-24	30-May-24
SITE-320	E/L/B Duct Bank "EMH-C" to "EMH-D"	12	12	0%	13-May-24	30-May-24
SITE-350	E/L/B Duct Bank "EMH-A to "EMH-B"	12	12	0%	30-May-24	17-Jun-24
SITE-360	E/L/B Duct Bank "EMH-C" to "EMH-E"	12	12	0%	30-May-24	17-Jun-24
SITE-400	E/L/B Duct Bank "EMH-B" to "EMH-C"	12	12	0%	17-Jun-24	03-Jul-24
SITE-410	E/L/B Duct Bank "EMH-E to "EMH-F"	12	12	0%	17-Jun-24	03-Jul-24
SITE-420	E/L/B Duct Bank "EMH-D" to Influent Pump Station	12	12	0%	03-Jul-24	23-Jul-24
SITE-430	E/L/B Duct Bank "EMH-F" to Prelimanary Treatment Unit	12	12	0%	03-Jul-24	23-Jul-24
SITE-450	E/L/B Duct Bank "EMH-E" Blower Building	12	12	0%	23-Jul-24	08-Aug-24
SITE-460	E/L/B Duct Bank "EMH-C to Membrane Support Building	12	12	0%	23-Jul-24	08-Aug-24
SITE-480	E/L/B Duct Bank Electrical Building to Generator	3	3	0%	08-Aug-24	13-Aug-24
SITE-490	Pull Wire Duct Bank Electrical Building to "EMH-A"	3	3	0%	13-Aug-24	16-Aug-24
SITE-500	Pull Wire Duct Bank "EMH-A to "EMH-B"	3	3	0%	16-Aug-24	21-Aug-24
SITE-510	Pull Wire Duct Bank "EMH-B" to "EMH-C"	3	3	0%	21-Aug-24	26-Aug-24



Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
SITE-530	Pull Wire Duct Bank "EMH-C" to "EMH-D"	3	3	0%	26-Aug-24	29-Aug-24
SITE-540	Pull Wire Duct Bank "EMH-C" to "EMH-E"	3	3	0%	29-Aug-24	04-Sep-24
SITE-550	Pull WireDuct Bank "EMH-E to "EMH-F"	3	3	0%	04-Sep-24	09-Sep-24
SITE-560	Pull Wire Duct Bank "EMH-F" to Prelimanary Treatment Unit	3	3	0%	09-Sep-24	12-Sep-24
SITE-570	Pull Wire Duct Bank "EMH-D" to Influent Pump Station	3	3	0%	12-Sep-24	17-Sep-24
SITE-580	Pull Wire Duct Bank "EMH-E" Blower Building	3	3	0%	17-Sep-24	20-Sep-24
SITE-590	Pull Wire Duct Bank "EMH-C to Membrane Support Building	3	3	0%	20-Sep-24	25-Sep-24
SITE-600	Pull Wire Duct Bank Electrical Building to Generator	3	3	0%	25-Sep-24	30-Sep-24
Diversion Structure (Priority 1 Improvements)		104	104		25-Apr-24	23-Sep-24
DIVS-170	Hydrotest Structure - Diversion Structure	5	5	0%	26-Aug-24	30-Aug-24
DIVS-180	Tie-In - Diversion Structure	5	5	0%	03-Sep-24	09-Sep-24
DIVS-230	Functional Testing - Diversion Structure	5	5	0%	17-Sep-24	23-Sep-24
Civil		94	94		25-Apr-24	09-Sep-24
DIVS-100	Install Support of Excavation - Diversion Structure	14	14	0%	25-Apr-24	17-May-24
DIVS-110	Excavate / Subgrade Prep - Diversion Structure	13	13	0%	20-May-24	11-Jun-24
DIVS-210	Backfill Structure - Diversion Structure	5	5	0%	03-Sep-24	09-Sep-24
Structural		44	44		13-Jun-24	23-Aug-24
DIVS-120	FPS Slab - (30cy / 164 SF Edge Form / 420 SF Finish) - Diversion Structure	9	9	0%	13-Jun-24	27-Jun-24
DIVS-130	FPS Walls - Diversion Structure	15	15	0%	28-Jun-24	22-Jul-24
DIVS-140	FPS Decks - Diversion Structure	20	20	0%	23-Jul-24	23-Aug-24
Mechanical		20	20		26-Aug-24	23-Sep-24
DIVS-150	Install Piping - Diversion Structure	5	5	0%	26-Aug-24	30-Aug-24
DIVS-200	Install Gates with Motorized Operators (Typ-4) - Diversion Structure	15	15	0%	03-Sep-24	23-Sep-24
Electrical & I&C		15	15		26-Aug-24	16-Sep-24
DIVS-160	Install Above Ground Conduits - Diversion Structure	5	5	0%	26-Aug-24	30-Aug-24
DIVS-190	Install Lighting - Diversion Structure	5	5	0%	03-Sep-24	09-Sep-24
DIVS-220	Pull/Terminate Wire - Diversion Structure	5	5	0%	10-Sep-24	16-Sep-24
Influent Pump Station (Priority 1 Improvements)		277	277		04-Jan-24	07-Feb-25
IPS-200	Hydrotest Lower Section Pump Area - Influent Pump Station	5	5	0%	22-Apr-24	26-Apr-24
IPS-350	Hydrotest - Influent Pump Station	10	10	0%	30-Sep-24	11-Oct-24
IPS-490	Functional Testing - Influent Pump Station	9	9	0%	24-Jan-25	07-Feb-25
Civil		207	207		04-Jan-24	25-Oct-24
IPS-100	Excavate (Incl SOE), and Subgrade Prep - Influent Pump Station	20	20	0%	04-Jan-24	05-Feb-24
IPS-210	Backfill Lower walls to EL 617.00 - Influent Pump Station	5	5	0%	29-Apr-24	03-May-24
IPS-370	Backfill Structure to Finished Grade - Influent Pump Station	10	10	0%	14-Oct-24	25-Oct-24
Structural		189	189		06-Feb-24	01-Nov-24
IPS-110	FPS Slab on Grade EL 606.00 - Influent Pump Station	15	15	0%	06-Feb-24	29-Feb-24
IPS-120	FPS Pump Area Wall 2 - Influent Pump Station	7	7	0%	21-Feb-24	01-Mar-24
IPS-130	FPS Pump Area Wall 1 - Influent Pump Station	7	7	0%	01-Mar-24	12-Mar-24
IPS-140	FPS Pump Area Wall 3 - Influent Pump Station	7	7	0%	01-Mar-24	11-Mar-24
IPS-150	FPS Slab on Grade 1 EL 619.00 - Influent Pump Station	15	15	0%	01-Mar-24	21-Mar-24
IPS-160	FPS Pump Area Wall 4 - Influent Pump Station	7	7	0%	12-Mar-24	20-Mar-24
IPS-170	FPS Pump Area Wall 5 - Influent Pump Station	7	7	0%	21-Mar-24	01-Apr-24
IPS-180	FPS Pump Area Wall 6 - Influent Pump Station	7	7	0%	02-Apr-24	10-Apr-24



Remaining Level of Effort
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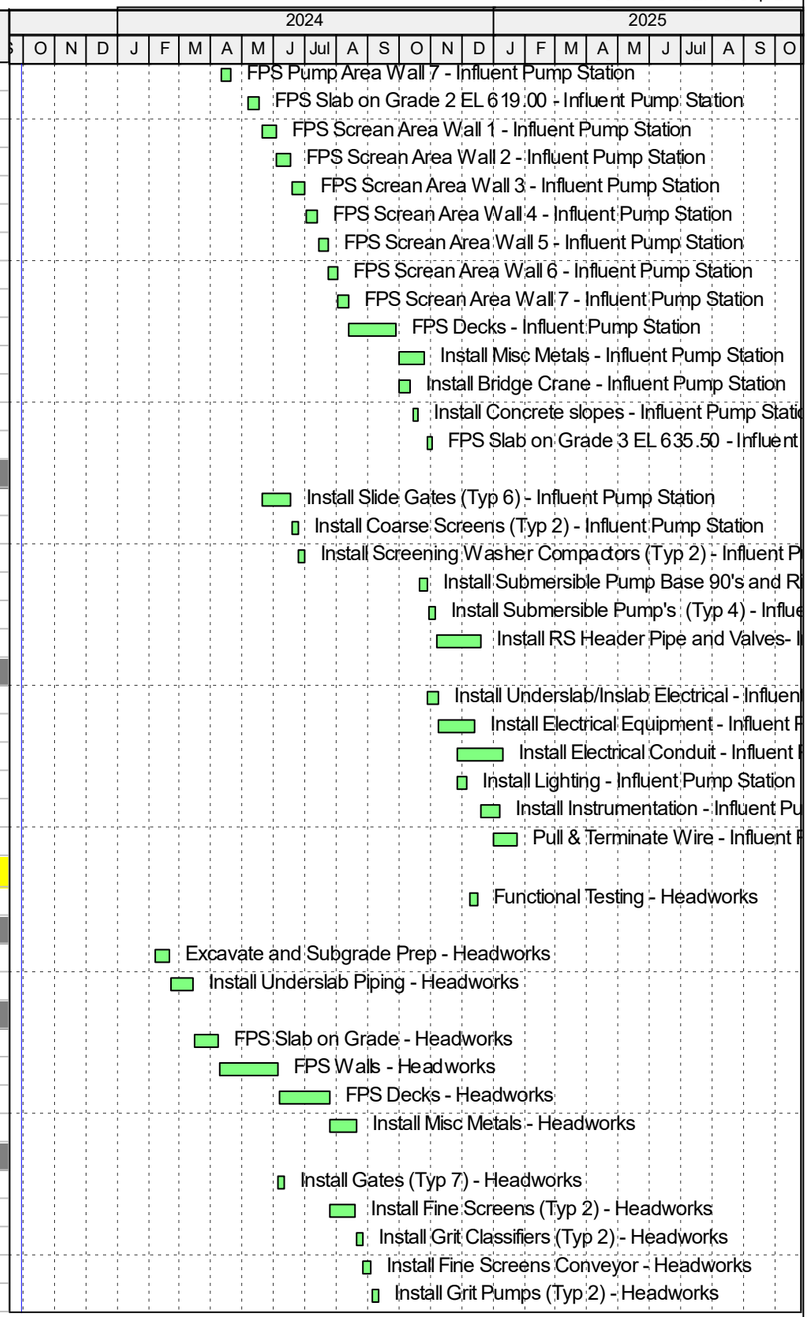
Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
IPS-190	FPS Pump Area Wall 7 - Influent Pump Station	7	7	0%	11-Apr-24	19-Apr-24
IPS-220	FPS Slab on Grade 2 EL 619.00 - Influent Pump Station	10	10	0%	06-May-24	17-May-24
IPS-230	FPS Screan Area Wall 1 - Influent Pump Station	10	10	0%	20-May-24	03-Jun-24
IPS-250	FPS Screan Area Wall 2 - Influent Pump Station	10	10	0%	04-Jun-24	17-Jun-24
IPS-260	FPS Screan Area Wall 3 - Influent Pump Station	10	10	0%	18-Jun-24	01-Jul-24
IPS-290	FPS Screan Area Wall 4 - Influent Pump Station	7	7	0%	02-Jul-24	12-Jul-24
IPS-300	FPS Screan Area Wall 5 - Influent Pump Station	7	7	0%	15-Jul-24	23-Jul-24
IPS-310	FPS Screan Area Wall 6 - Influent Pump Station	7	7	0%	24-Jul-24	01-Aug-24
IPS-320	FPS Screan Area Wall 7 - Influent Pump Station	7	7	0%	02-Aug-24	12-Aug-24
IPS-330	FPS Decks - Influent Pump Station	30	30	0%	13-Aug-24	27-Sep-24
IPS-340	Install Misc Metals - Influent Pump Station	16	16	0%	30-Sep-24	25-Oct-24
IPS-360	Install Bridge Crane - Influent Pump Station	10	10	0%	30-Sep-24	11-Oct-24
IPS-380	Install Concrete slopes - Influent Pump Station	5	5	0%	14-Oct-24	18-Oct-24
IPS-410	FPS Slab on Grade 3 EL 635.50 - Influent Pump Station	5	5	0%	28-Oct-24	01-Nov-24
Mechanical		147	147		20-May-24	18-Dec-24
IPS-240	Install Slide Gates (Typ 6) - Influent Pump Station	20	20	0%	20-May-24	17-Jun-24
IPS-270	Install Coarse Screens (Typ 2) - Influent Pump Station	5	5	0%	18-Jun-24	24-Jun-24
IPS-280	Install Screening Washer Compactors (Typ 2) - Influent Pump Station	5	5	0%	25-Jun-24	01-Jul-24
IPS-390	Install Submersible Pump Base 90's and Risers (Typ 4) - Influent Pump Station	5	5	0%	21-Oct-24	28-Oct-24
IPS-420	Install Submersible Pump's (Typ 4) - Influent Pump Station	5	5	0%	29-Oct-24	04-Nov-24
IPS-430	Install RS Header Pipe and Valves- Influent Pump Station	24	24	0%	07-Nov-24	18-Dec-24
Electrical & I&C		59	59		28-Oct-24	23-Jan-25
IPS-400	Install Underslab/Inslab Electrical - Influent Pump Station	7	7	0%	28-Oct-24	07-Nov-24
IPS-440	Install Electrical Equipment - Influent Pump Station	20	20	0%	08-Nov-24	13-Dec-24
IPS-450	Install Electrical Conduit - Influent Pump Station	25	25	0%	26-Nov-24	09-Jan-25
IPS-460	Install Lighting - Influent Pump Station	5	5	0%	26-Nov-24	05-Dec-24
IPS-470	Install Instrumentation - Influent Pump Station	10	10	0%	19-Dec-24	06-Jan-25
IPS-480	Pull & Terminate Wire - Influent Pump Station	15	15	0%	31-Dec-24	23-Jan-25
Preliminary Treatment (Priority 2 Improvements)		218	218		06-Feb-24	16-Dec-24
PTRT-280	Functional Testing - Headworks	5	5	0%	09-Dec-24	16-Dec-24
Civil		23	23		06-Feb-24	14-Mar-24
PTRT-100	Excavate and Subgrade Prep - Headworks	9	9	0%	06-Feb-24	20-Feb-24
PTRT-110	Install Underslab Piping - Headworks	14	14	0%	22-Feb-24	14-Mar-24
Structural		93	93		15-Mar-24	20-Aug-24
PTRT-130	FPS Slab on Grade - Headworks	14	14	0%	15-Mar-24	08-Apr-24
PTRT-140	FPS Walls - Headworks	33	33	0%	09-Apr-24	04-Jun-24
PTRT-160	FPS Decks - Headworks	30	30	0%	06-Jun-24	25-Jul-24
PTRT-180	Install Misc Metals - Headworks	16	16	0%	26-Jul-24	20-Aug-24
Mechanical		82	82		05-Jun-24	01-Oct-24
PTRT-150	Install Gates (Typ 7) - Headworks	5	5	0%	05-Jun-24	11-Jun-24
PTRT-170	Install Fine Screens (Typ 2) - Headworks	15	15	0%	26-Jul-24	19-Aug-24
PTRT-190	Install Grit Classifiers (Typ 2) - Headworks	5	5	0%	20-Aug-24	26-Aug-24
PTRT-210	Install Fine Screens Conveyor - Headworks	5	5	0%	27-Aug-24	03-Sep-24
PTRT-220	Install Grit Pumps (Typ 2) - Headworks	5	5	0%	04-Sep-24	10-Sep-24



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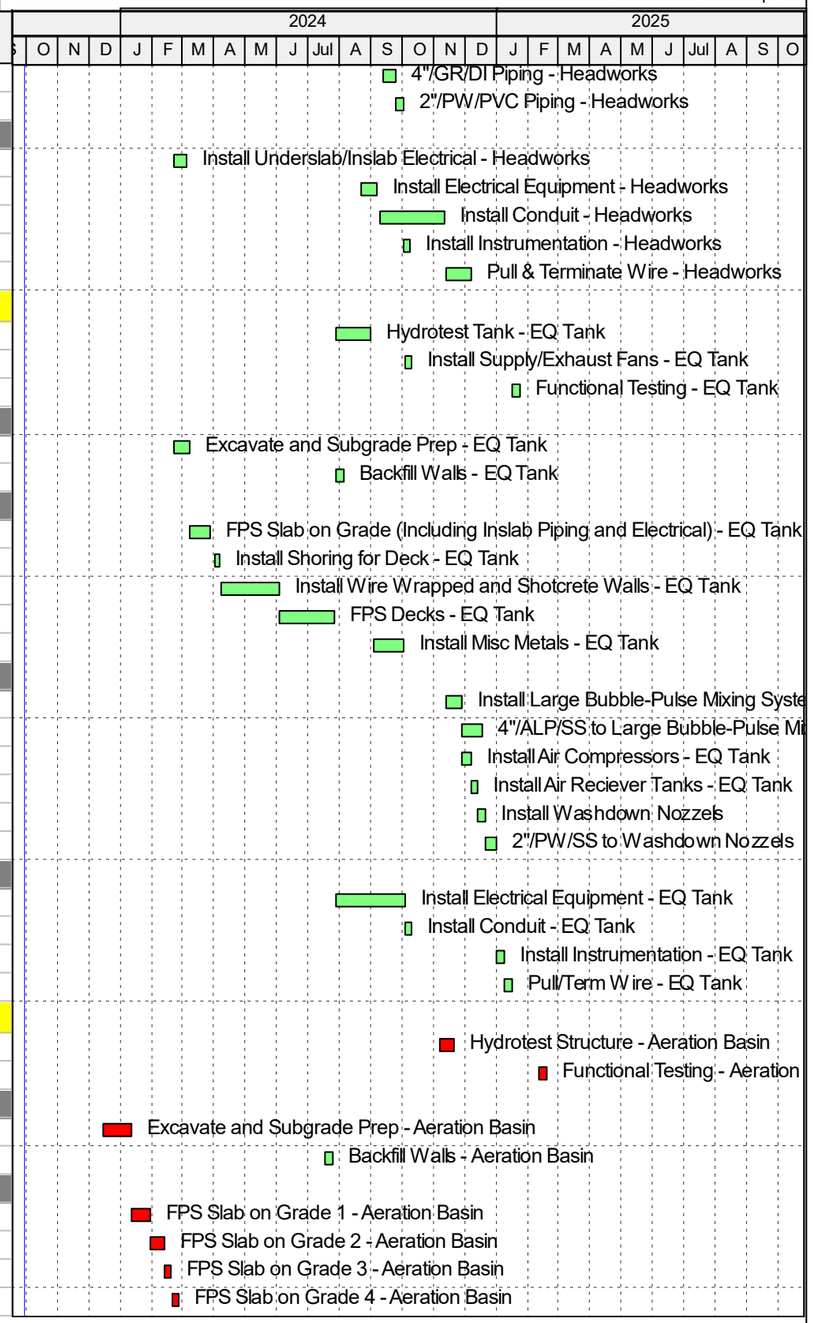
Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
PTRT-240	4"/GR/DI Piping - Headworks	9	9	0%	12-Sep-24	24-Sep-24
PTRT-250	2"/PW/PVC Piping - Headworks	5	5	0%	25-Sep-24	01-Oct-24
Electrical & I&C		200	200		22-Feb-24	06-Dec-24
PTRT-120	Install Underslab/Inslab Electrical - Headworks	9	9	0%	22-Feb-24	05-Mar-24
PTRT-200	Install Electrical Equipment - Headworks	11	11	0%	22-Aug-24	06-Sep-24
PTRT-230	Install Conduit - Headworks	38	38	0%	09-Sep-24	11-Nov-24
PTRT-260	Install Instrumentation - Headworks	5	5	0%	02-Oct-24	08-Oct-24
PTRT-270	Pull & Terminate Wire - Headworks	14	14	0%	12-Nov-24	06-Dec-24
Equalization Tank (Priority 2 Improvements)		231	231		22-Feb-24	23-Jan-25
EQT-170	Hydrotest Tank - EQ Tank	25	25	0%	29-Jul-24	30-Aug-24
EQT-190	Install Supply/Exhaust Fans - EQ Tank	5	5	0%	03-Oct-24	09-Oct-24
EQT-290	Functional Testing - EQ Tank	5	5	0%	16-Jan-25	23-Jan-25
Civil		97	97		22-Feb-24	05-Aug-24
EQT-100	Excavate and Subgrade Prep - EQ Tank	10	10	0%	22-Feb-24	07-Mar-24
EQT-150	Backfill Walls - EQ Tank	5	5	0%	29-Jul-24	05-Aug-24
Structural		144	144		08-Mar-24	02-Oct-24
EQT-110	FPS Slab on Grade (Including Inslab Piping and Electrical) - EQ Tank	13	13	0%	08-Mar-24	28-Mar-24
EQT-120	Install Shoring for Deck - EQ Tank	5	5	0%	01-Apr-24	05-Apr-24
EQT-130	Install Wire Wrapped and Shotcrete Walls - EQ Tank	33	33	0%	08-Apr-24	03-Jun-24
EQT-140	FPS Decks - EQ Tank	32	32	0%	04-Jun-24	26-Jul-24
EQT-180	Install Misc Metals - EQ Tank	20	20	0%	03-Sep-24	02-Oct-24
Mechanical		31	31		12-Nov-24	31-Dec-24
EQT-210	Install Large Bubble-Pulse Mixing System - EQ Tank	9	9	0%	12-Nov-24	27-Nov-24
EQT-220	4"/ALP/SS to Large Bubble-Pulse Mixing System - EQ Tank	10	10	0%	27-Nov-24	17-Dec-24
EQT-230	Install Air Compressors - EQ Tank	5	5	0%	27-Nov-24	06-Dec-24
EQT-240	Install Air Reciever Tanks - EQ Tank	5	5	0%	06-Dec-24	13-Dec-24
EQT-250	Install Washdown Nozzels	5	5	0%	13-Dec-24	20-Dec-24
EQT-260	2"/PW/SS to Washdown Nozzels	5	5	0%	20-Dec-24	31-Dec-24
Electrical & I&C		117	117		29-Jul-24	15-Jan-25
EQT-160	Install Electrical Equipment - EQ Tank	43	43	0%	29-Jul-24	03-Oct-24
EQT-200	Install Conduit - EQ Tank	5	5	0%	04-Oct-24	10-Oct-24
EQT-270	Install Instrumentation - EQ Tank	5	5	0%	31-Dec-24	08-Jan-25
EQT-280	Pull/Term Wire - EQ Tank	5	5	0%	08-Jan-25	15-Jan-25
Biological Reactor Basin (Priority 1 Improvements)		295	295		15-Dec-23	18-Feb-25
BIORB-850	Hydrotest Structure - Aeration Basin	10	10	0%	07-Nov-24	20-Nov-24
BIORB-1030	Functional Testing - Aeration Basin	5	5	0%	11-Feb-25	18-Feb-25
Civil		129	129		15-Dec-23	25-Jul-24
BIORB-100	Excavate and Subgrade Prep - Aeration Basin	15	15	0%	15-Dec-23	11-Jan-24
BIORB-520	Backfill Walls - Aeration Basin	4	4	0%	18-Jul-24	25-Jul-24
Structural		229	229		12-Jan-24	06-Dec-24
BIORB-110	FPS Slab on Grade 1 - Aeration Basin	10	10	0%	12-Jan-24	29-Jan-24
BIORB-120	FPS Slab on Grade 2 - Aeration Basin	10	10	0%	30-Jan-24	12-Feb-24
BIORB-130	FPS Slab on Grade 3 - Aeration Basin	5	5	0%	13-Feb-24	19-Feb-24
BIORB-140	FPS Slab on Grade 4 - Aeration Basin	5	5	0%	20-Feb-24	26-Feb-24



Remaining Level of Effort
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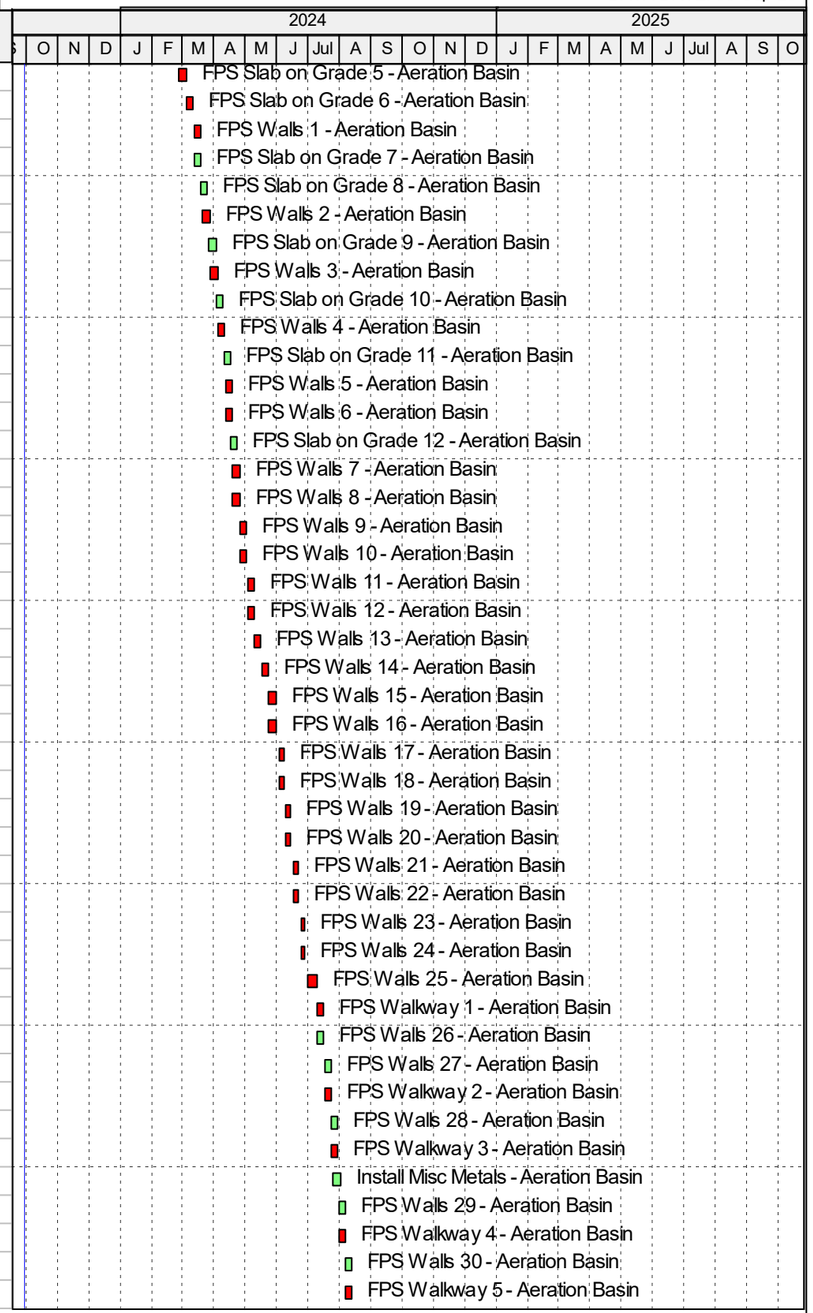
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
BIORB-150	FPS Slab on Grade 5 - Aeration Basin	5	5	0%	27-Feb-24	04-Mar-24
BIORB-160	FPS Slab on Grade 6 - Aeration Basin	5	5	0%	05-Mar-24	11-Mar-24
BIORB-170	FPS Walls 1 - Aeration Basin	5	5	0%	12-Mar-24	19-Mar-24
BIORB-180	FPS Slab on Grade 7 - Aeration Basin	5	5	0%	12-Mar-24	18-Mar-24
BIORB-190	FPS Slab on Grade 8 - Aeration Basin	5	5	0%	19-Mar-24	25-Mar-24
BIORB-200	FPS Walls 2 - Aeration Basin	5	5	0%	21-Mar-24	27-Mar-24
BIORB-210	FPS Slab on Grade 9 - Aeration Basin	5	5	0%	26-Mar-24	02-Apr-24
BIORB-220	FPS Walls 3 - Aeration Basin	5	5	0%	28-Mar-24	04-Apr-24
BIORB-230	FPS Slab on Grade 10 - Aeration Basin	5	5	0%	03-Apr-24	09-Apr-24
BIORB-240	FPS Walls 4 - Aeration Basin	5	5	0%	05-Apr-24	11-Apr-24
BIORB-250	FPS Slab on Grade 11 - Aeration Basin	5	5	0%	10-Apr-24	16-Apr-24
BIORB-260	FPS Walls 5 - Aeration Basin	5	5	0%	12-Apr-24	18-Apr-24
BIORB-270	FPS Walls 6 - Aeration Basin	5	5	0%	12-Apr-24	18-Apr-24
BIORB-280	FPS Slab on Grade 12 - Aeration Basin	5	5	0%	17-Apr-24	23-Apr-24
BIORB-290	FPS Walls 7 - Aeration Basin	5	5	0%	19-Apr-24	25-Apr-24
BIORB-300	FPS Walls 8 - Aeration Basin	5	5	0%	19-Apr-24	25-Apr-24
BIORB-310	FPS Walls 9 - Aeration Basin	5	5	0%	26-Apr-24	02-May-24
BIORB-320	FPS Walls 10 - Aeration Basin	5	5	0%	26-Apr-24	02-May-24
BIORB-330	FPS Walls 11 - Aeration Basin	5	5	0%	03-May-24	09-May-24
BIORB-340	FPS Walls 12 - Aeration Basin	5	5	0%	03-May-24	09-May-24
BIORB-350	FPS Walls 13 - Aeration Basin	5	5	0%	10-May-24	16-May-24
BIORB-360	FPS Walls 14 - Aeration Basin	5	5	0%	17-May-24	23-May-24
BIORB-370	FPS Walls 15 - Aeration Basin	5	5	0%	24-May-24	31-May-24
BIORB-380	FPS Walls 16 - Aeration Basin	5	5	0%	24-May-24	31-May-24
BIORB-390	FPS Walls 17 - Aeration Basin	5	5	0%	03-Jun-24	07-Jun-24
BIORB-400	FPS Walls 18 - Aeration Basin	5	5	0%	03-Jun-24	07-Jun-24
BIORB-410	FPS Walls 19 - Aeration Basin	5	5	0%	10-Jun-24	14-Jun-24
BIORB-420	FPS Walls 20 - Aeration Basin	5	5	0%	10-Jun-24	14-Jun-24
BIORB-430	FPS Walls 21 - Aeration Basin	5	5	0%	17-Jun-24	21-Jun-24
BIORB-440	FPS Walls 22 - Aeration Basin	5	5	0%	17-Jun-24	21-Jun-24
BIORB-450	FPS Walls 23 - Aeration Basin	5	5	0%	24-Jun-24	28-Jun-24
BIORB-460	FPS Walls 24 - Aeration Basin	5	5	0%	24-Jun-24	28-Jun-24
BIORB-470	FPS Walls 25 - Aeration Basin	5	5	0%	01-Jul-24	09-Jul-24
BIORB-480	FPS Walkway 1 - Aeration Basin	5	5	0%	10-Jul-24	16-Jul-24
BIORB-490	FPS Walls 26 - Aeration Basin	5	5	0%	10-Jul-24	16-Jul-24
BIORB-500	FPS Walls 27 - Aeration Basin	5	5	0%	17-Jul-24	23-Jul-24
BIORB-510	FPS Walkway 2 - Aeration Basin	5	5	0%	17-Jul-24	23-Jul-24
BIORB-530	FPS Walls 28 - Aeration Basin	5	5	0%	24-Jul-24	30-Jul-24
BIORB-540	FPS Walkway 3 - Aeration Basin	5	5	0%	24-Jul-24	30-Jul-24
BIORB-550	Install Misc Metals - Aeration Basin	5	5	0%	25-Jul-24	01-Aug-24
BIORB-560	FPS Walls 29 - Aeration Basin	5	5	0%	31-Jul-24	06-Aug-24
BIORB-570	FPS Walkway 4 - Aeration Basin	5	5	0%	31-Jul-24	06-Aug-24
BIORB-580	FPS Walls 30 - Aeration Basin	5	5	0%	07-Aug-24	13-Aug-24
BIORB-590	FPS Walkway 5 - Aeration Basin	5	5	0%	07-Aug-24	13-Aug-24



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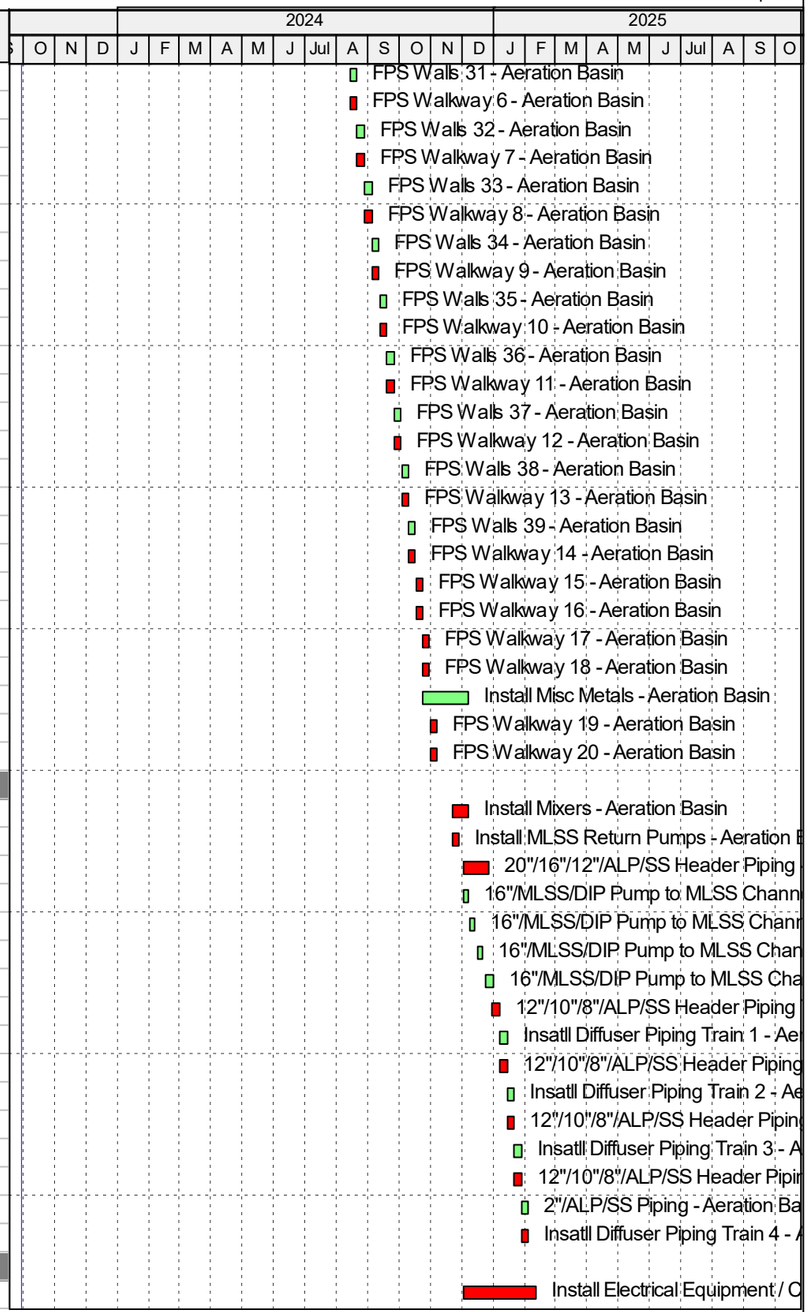
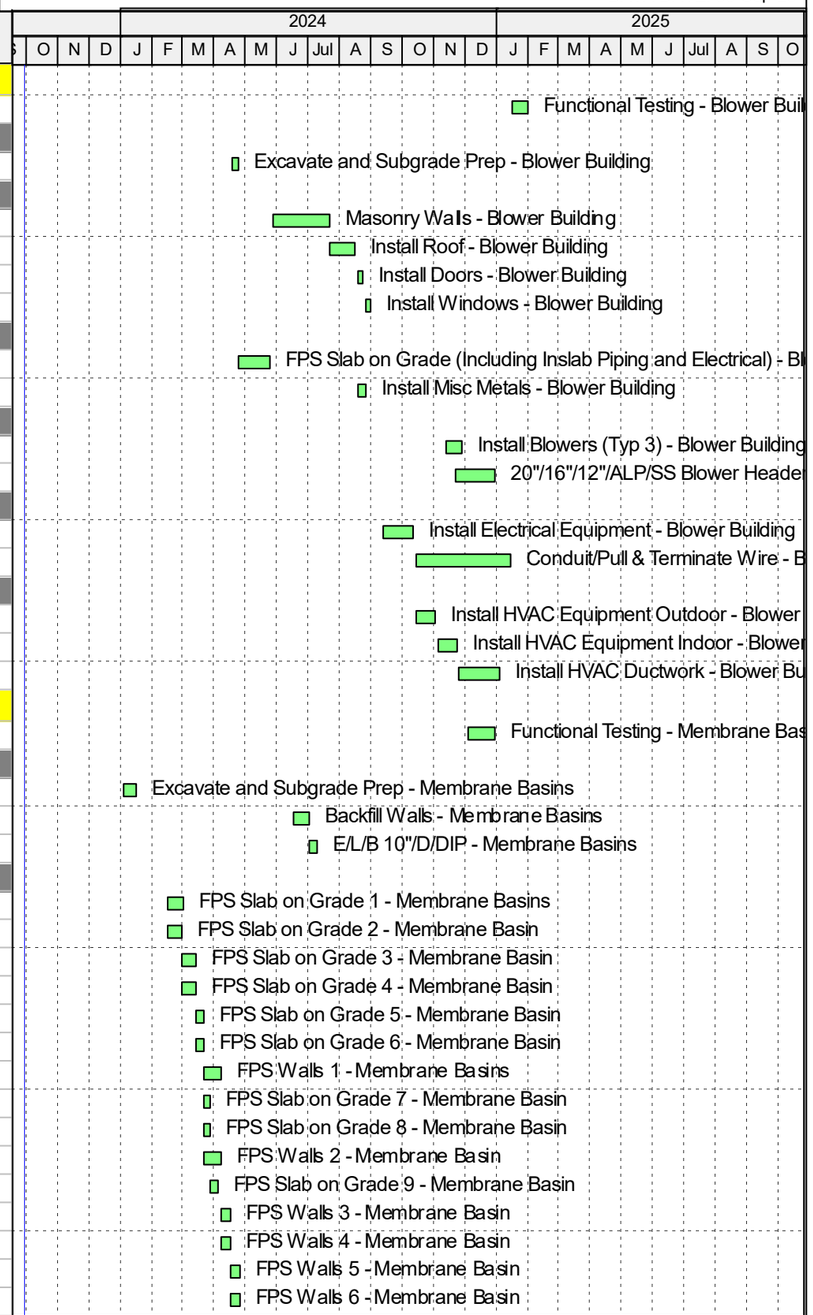
Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
BIORB-600	FPS Walls 31 - Aeration Basin	5	5	0%	14-Aug-24	20-Aug-24
BIORB-610	FPS Walkway 6 - Aeration Basin	5	5	0%	14-Aug-24	20-Aug-24
BIORB-620	FPS Walls 32 - Aeration Basin	5	5	0%	21-Aug-24	27-Aug-24
BIORB-630	FPS Walkway 7 - Aeration Basin	5	5	0%	21-Aug-24	27-Aug-24
BIORB-640	FPS Walls 33 - Aeration Basin	5	5	0%	28-Aug-24	04-Sep-24
BIORB-650	FPS Walkway 8 - Aeration Basin	5	5	0%	28-Aug-24	04-Sep-24
BIORB-660	FPS Walls 34 - Aeration Basin	5	5	0%	05-Sep-24	11-Sep-24
BIORB-670	FPS Walkway 9 - Aeration Basin	5	5	0%	05-Sep-24	11-Sep-24
BIORB-680	FPS Walls 35 - Aeration Basin	5	5	0%	12-Sep-24	18-Sep-24
BIORB-690	FPS Walkway 10 - Aeration Basin	5	5	0%	12-Sep-24	18-Sep-24
BIORB-700	FPS Walls 36 - Aeration Basin	5	5	0%	19-Sep-24	25-Sep-24
BIORB-710	FPS Walkway 11 - Aeration Basin	5	5	0%	19-Sep-24	25-Sep-24
BIORB-720	FPS Walls 37 - Aeration Basin	5	5	0%	26-Sep-24	02-Oct-24
BIORB-730	FPS Walkway 12 - Aeration Basin	5	5	0%	26-Sep-24	02-Oct-24
BIORB-740	FPS Walls 38 - Aeration Basin	5	5	0%	03-Oct-24	09-Oct-24
BIORB-750	FPS Walkway 13 - Aeration Basin	5	5	0%	03-Oct-24	09-Oct-24
BIORB-760	FPS Walls 39 - Aeration Basin	5	5	0%	10-Oct-24	16-Oct-24
BIORB-770	FPS Walkway 14 - Aeration Basin	5	5	0%	10-Oct-24	16-Oct-24
BIORB-780	FPS Walkway 15 - Aeration Basin	5	5	0%	17-Oct-24	23-Oct-24
BIORB-790	FPS Walkway 16 - Aeration Basin	5	5	0%	17-Oct-24	23-Oct-24
BIORB-800	FPS Walkway 17 - Aeration Basin	5	5	0%	24-Oct-24	30-Oct-24
BIORB-810	FPS Walkway 18 - Aeration Basin	5	5	0%	24-Oct-24	30-Oct-24
BIORB-820	Install Misc Metals - Aeration Basin	30	30	0%	24-Oct-24	06-Dec-24
BIORB-830	FPS Walkway 19 - Aeration Basin	5	5	0%	31-Oct-24	06-Nov-24
BIORB-840	FPS Walkway 20 - Aeration Basin	5	5	0%	31-Oct-24	06-Nov-24
Mechanical		48	48		21-Nov-24	03-Feb-25
BIORB-860	Install Mixers - Aeration Basin	9	9	0%	21-Nov-24	06-Dec-24
BIORB-870	Install MLSS Return Pumps - Aeration Basin	5	5	0%	21-Nov-24	27-Nov-24
BIORB-880	20"/16"/12"/ALP/SS Header Piping - Aeration Basin	15	15	0%	02-Dec-24	27-Dec-24
BIORB-890	16"/MLSS/DIP Pump to MLSS Channel Train 1 - Aeration Basin	5	5	0%	02-Dec-24	06-Dec-24
BIORB-910	16"/MLSS/DIP Pump to MLSS Channel Train 2 - Aeration Basin	5	5	0%	09-Dec-24	13-Dec-24
BIORB-920	16"/MLSS/DIP Pump to MLSS Channel Train 3 - Aeration Basin	5	5	0%	16-Dec-24	20-Dec-24
BIORB-930	16"/MLSS/DIP Pump to MLSS Channel Train 4 - Aeration Basin	5	5	0%	23-Dec-24	31-Dec-24
BIORB-940	12"/10"/8"/ALP/SS Header Piping Train 1 - Aeration Basin	5	5	0%	30-Dec-24	06-Jan-25
BIORB-950	Insatll Diffuser Piping Train 1 - Aeration Basin	5	5	0%	07-Jan-25	13-Jan-25
BIORB-960	12"/10"/8"/ALP/SS Header Piping Train 2 - Aeration Basin	5	5	0%	07-Jan-25	13-Jan-25
BIORB-970	Insatll Diffuser Piping Train 2 - Aeration Basin	5	5	0%	14-Jan-25	20-Jan-25
BIORB-980	12"/10"/8"/ALP/SS Header Piping Train 3- Aeration Basin	5	5	0%	14-Jan-25	20-Jan-25
BIORB-990	Insatll Diffuser Piping Train 3 - Aeration Basin	5	5	0%	21-Jan-25	27-Jan-25
BIORB-1000	12"/10"/8"/ALP/SS Header Piping Train 4 - Aeration Basin	5	5	0%	21-Jan-25	27-Jan-25
BIORB-1010	2"/ALP/SS Piping - Aeration Basin	5	5	0%	28-Jan-25	03-Feb-25
BIORB-1020	Insatll Diffuser Piping Train 4 - Aeration Basin	5	5	0%	28-Jan-25	03-Feb-25
Electrical & I&C		40	40		03-Dec-24	10-Feb-25
BIORB-900	Install Electrical Equipment / Conduit / Pull & Terminate Wire - Aeration Basin	40	40	0%	03-Dec-24	10-Feb-25



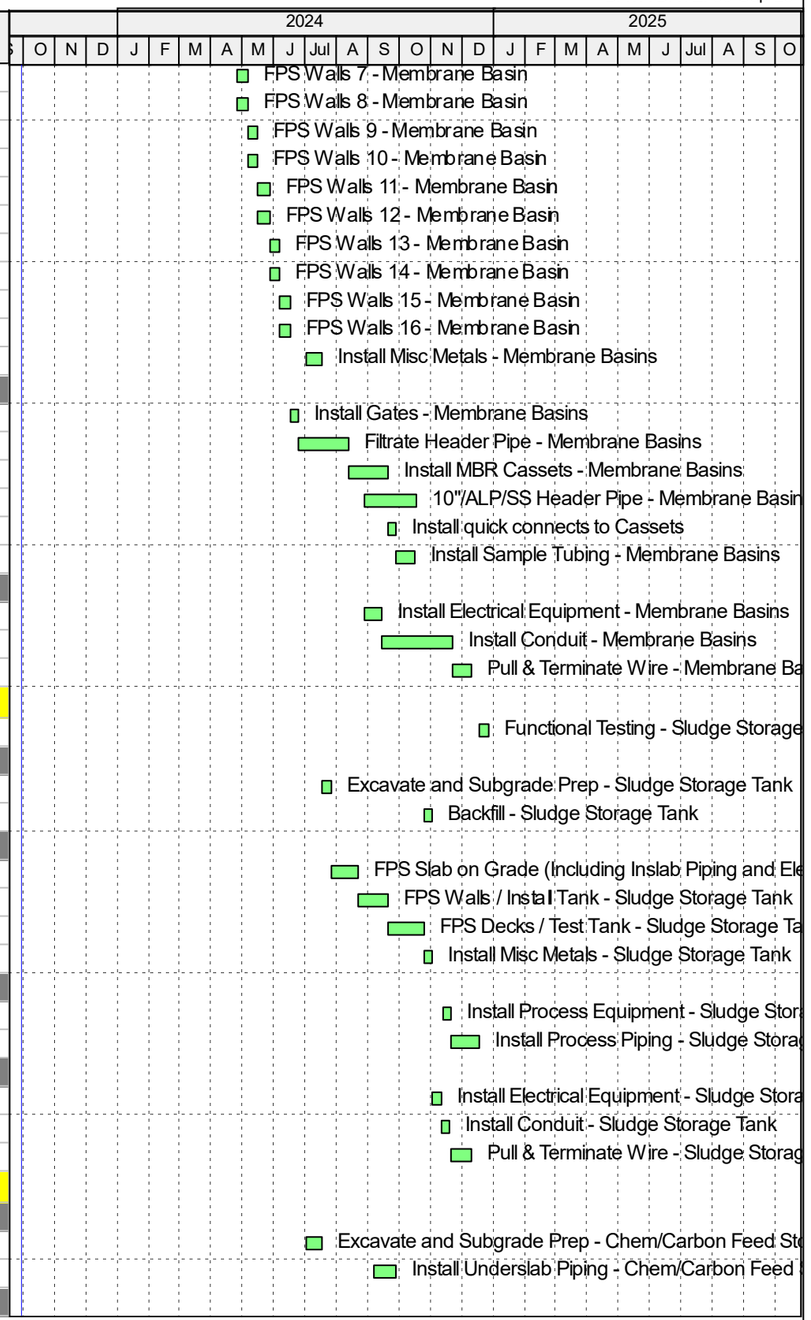
Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
Blower Building (Priority 2 Improvements)		197	197		18-Apr-24	30-Jan-25
BLOWB-240	Functional Testing - Blower Building	9	9	0%	16-Jan-25	30-Jan-25
Civil		5	5		18-Apr-24	24-Apr-24
BLOWB-100	Excavate and Subgrade Prep - Blower Building	5	5	0%	18-Apr-24	24-Apr-24
Architectural		67	67		28-May-24	30-Aug-24
BLOWB-120	Masonry Walls - Blower Building	33	33	0%	28-May-24	22-Jul-24
BLOWB-130	Install Roof - Blower Building	16	16	0%	23-Jul-24	16-Aug-24
BLOWB-150	Install Doors - Blower Building	5	5	0%	19-Aug-24	23-Aug-24
BLOWB-160	Install Windows - Blower Building	5	5	0%	26-Aug-24	30-Aug-24
Structural		72	72		25-Apr-24	26-Aug-24
BLOWB-110	FPS Slab on Grade (Including Inslab Piping and Electrical) - Blower Building	18	18	0%	25-Apr-24	24-May-24
BLOWB-140	Install Misc Metals - Blower Building	5	5	0%	19-Aug-24	26-Aug-24
Mechanical		25	25		12-Nov-24	30-Dec-24
BLOWB-210	Install Blowers (Typ 3) - Blower Building	9	9	0%	12-Nov-24	27-Nov-24
BLOWB-220	20"/16"/12"/ALP/SS Blower Header Piping - Blower Building	20	20	0%	21-Nov-24	30-Dec-24
Electrical & I&C		72	72		12-Sep-24	14-Jan-25
BLOWB-170	Install Electrical Equipment - Blower Building	19	19	0%	12-Sep-24	11-Oct-24
BLOWB-180	Conduit/Pull & Terminate Wire - Blower Building	53	53	0%	14-Oct-24	14-Jan-25
HVAC		55	55		14-Oct-24	03-Jan-25
BLOWB-190	Install HVAC Equipment Outdoor - Blower Building	15	15	0%	14-Oct-24	01-Nov-24
BLOWB-200	Install HVAC Equipment Indoor - Blower Building	15	15	0%	04-Nov-24	22-Nov-24
BLOWB-230	Install HVAC Ductwork - Blower Building	25	25	0%	25-Nov-24	03-Jan-25
Membrane Basins (Priority 2 Improvements)		249	249		04-Jan-24	30-Dec-24
MBR-480	Functional Testing - Membrane Basins	14	14	0%	03-Dec-24	30-Dec-24
Civil		110	110		04-Jan-24	09-Jul-24
MBR-100	Excavate and Subgrade Prep - Membrane Basins	7	7	0%	04-Jan-24	15-Jan-24
MBR-360	Backfill Walls - Membrane Basins	9	9	0%	17-Jun-24	02-Jul-24
MBR-400	E/L/B 10"/D/DIP - Membrane Basins	4	4	0%	02-Jul-24	09-Jul-24
Structural		106	106		15-Feb-24	18-Jul-24
MBR-110	FPS Slab on Grade 1 - Membrane Basins	10	10	0%	15-Feb-24	01-Mar-24
MBR-120	FPS Slab on Grade 2 - Membrane Basin	10	10	0%	15-Feb-24	29-Feb-24
MBR-130	FPS Slab on Grade 3 - Membrane Basin	10	10	0%	29-Feb-24	14-Mar-24
MBR-140	FPS Slab on Grade 4 - Membrane Basin	10	10	0%	29-Feb-24	14-Mar-24
MBR-150	FPS Slab on Grade 5 - Membrane Basin	5	5	0%	14-Mar-24	21-Mar-24
MBR-160	FPS Slab on Grade 6 - Membrane Basin	5	5	0%	14-Mar-24	21-Mar-24
MBR-170	FPS Walls 1 - Membrane Basins	10	10	0%	21-Mar-24	08-Apr-24
MBR-180	FPS Slab on Grade 7 - Membrane Basin	5	5	0%	21-Mar-24	28-Mar-24
MBR-190	FPS Slab on Grade 8 - Membrane Basin	5	5	0%	21-Mar-24	28-Mar-24
MBR-200	FPS Walls 2 - Membrane Basin	10	10	0%	21-Mar-24	08-Apr-24
MBR-210	FPS Slab on Grade 9 - Membrane Basin	5	5	0%	28-Mar-24	05-Apr-24
MBR-220	FPS Walls 3 - Membrane Basin	7	7	0%	08-Apr-24	17-Apr-24
MBR-230	FPS Walls 4 - Membrane Basin	7	7	0%	08-Apr-24	17-Apr-24
MBR-240	FPS Walls 5 - Membrane Basin	7	7	0%	17-Apr-24	26-Apr-24
MBR-250	FPS Walls 6 - Membrane Basin	7	7	0%	17-Apr-24	26-Apr-24



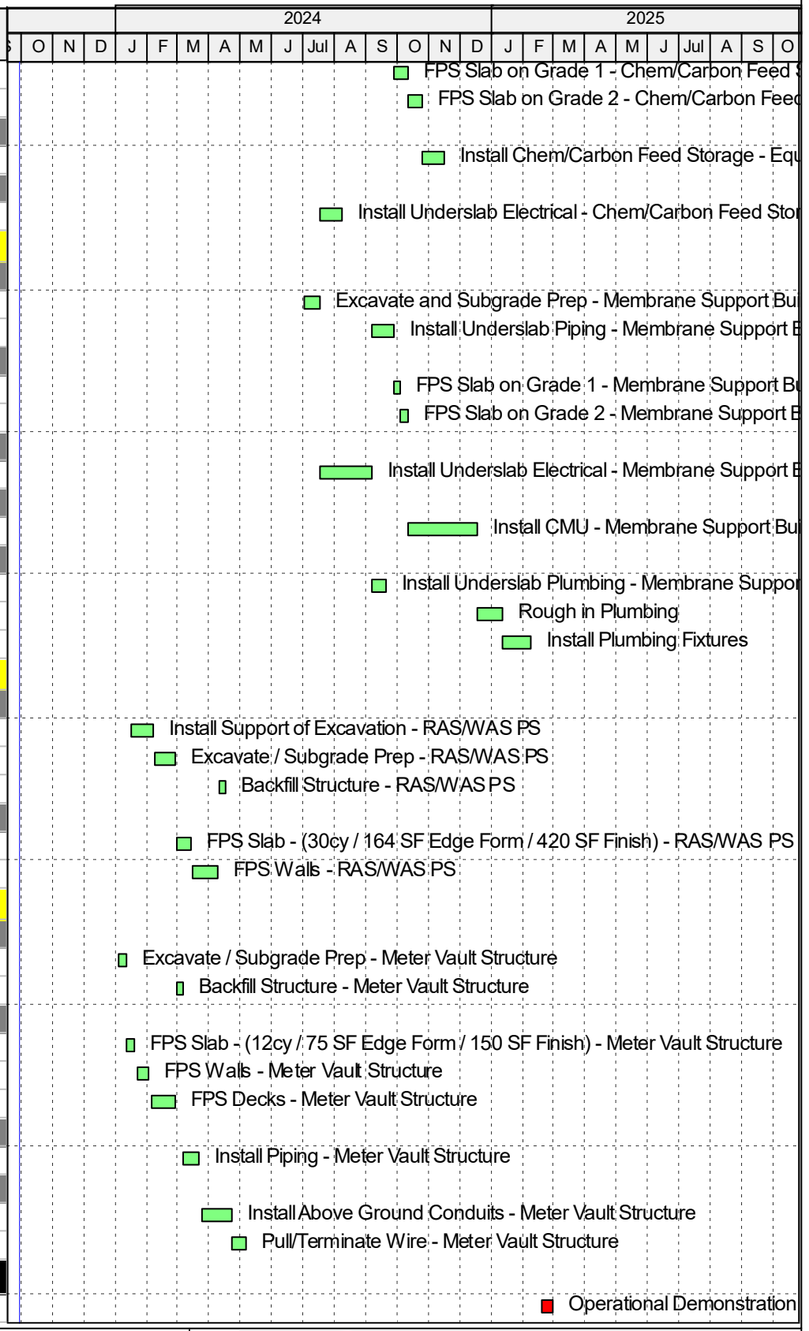
Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
MBR-260	FPS Walls 7 - Membrane Basin	7	7	0%	26-Apr-24	07-May-24
MBR-270	FPS Walls 8 - Membrane Basin	7	7	0%	26-Apr-24	07-May-24
MBR-280	FPS Walls 9 - Membrane Basin	7	7	0%	07-May-24	16-May-24
MBR-290	FPS Walls 10 - Membrane Basin	7	7	0%	07-May-24	16-May-24
MBR-300	FPS Walls 11 - Membrane Basin	7	7	0%	16-May-24	28-May-24
MBR-310	FPS Walls 12 - Membrane Basin	7	7	0%	16-May-24	28-May-24
MBR-320	FPS Walls 13 - Membrane Basin	7	7	0%	28-May-24	06-Jun-24
MBR-330	FPS Walls 14 - Membrane Basin	7	7	0%	28-May-24	06-Jun-24
MBR-340	FPS Walls 15 - Membrane Basin	7	7	0%	06-Jun-24	17-Jun-24
MBR-350	FPS Walls 16 - Membrane Basin	7	7	0%	06-Jun-24	17-Jun-24
MBR-390	Install Misc Metals - Membrane Basins	10	10	0%	02-Jul-24	18-Jul-24
Mechanical		85	85		17-Jun-24	17-Oct-24
MBR-370	Install Gates - Membrane Basins	5	5	0%	17-Jun-24	24-Jun-24
MBR-380	Filtrate Header Pipe - Membrane Basins	30	30	0%	24-Jun-24	13-Aug-24
MBR-410	Install MBR Cassets - Membrane Basins	25	25	0%	13-Aug-24	20-Sep-24
MBR-420	10"/ALP/SS Header Pipe - Membrane Basins	30	30	0%	28-Aug-24	17-Oct-24
MBR-450	Install quick connects to Cassets	5	5	0%	20-Sep-24	27-Sep-24
MBR-460	Install Sample Tubing - Membrane Basins	10	10	0%	27-Sep-24	15-Oct-24
Electrical & I&C		60	60		28-Aug-24	10-Dec-24
MBR-430	Install Electrical Equipment - Membrane Basins	10	10	0%	28-Aug-24	13-Sep-24
MBR-440	Install Conduit - Membrane Basins	40	40	0%	13-Sep-24	21-Nov-24
MBR-470	Pull & Terminate Wire - Membrane Basins	10	10	0%	21-Nov-24	10-Dec-24
Sludge Storage Tank (Priority 2 Improvements)		94	94		18-Jul-24	27-Dec-24
SST-210	Functional Testing - Sludge Storage Tank	5	5	0%	17-Dec-24	27-Dec-24
Civil		64	64		18-Jul-24	01-Nov-24
SST-100	Excavate and Subgrade Prep - Sludge Storage Tank	5	5	0%	18-Jul-24	26-Jul-24
SST-140	Backfill - Sludge Storage Tank	5	5	0%	24-Oct-24	01-Nov-24
Structural		59	59		26-Jul-24	01-Nov-24
SST-110	FPS Slab on Grade (Including Inslab Piping and Electrical) - Sludge Storage Tank	16	16	0%	26-Jul-24	22-Aug-24
SST-120	FPS Walls / Instal l Tank - Sludge Storage Tank	18	18	0%	22-Aug-24	19-Sep-24
SST-130	FPS Decks / Test Tank - Sludge Storage Tank	20	20	0%	20-Sep-24	24-Oct-24
SST-150	Install Misc Metals - Sludge Storage Tank	5	5	0%	24-Oct-24	01-Nov-24
Mechanical		19	19		12-Nov-24	17-Dec-24
SST-180	Install Process Equipment - Sludge Storage Tank	4	4	0%	12-Nov-24	19-Nov-24
SST-190	Install Process Piping - Sludge Storage Tank	15	15	0%	19-Nov-24	17-Dec-24
Electrical & I&C		20	20		01-Nov-24	09-Dec-24
SST-160	Install Electrical Equipment - Sludge Storage Tank	5	5	0%	01-Nov-24	11-Nov-24
SST-170	Install Conduit - Sludge Storage Tank	4	4	0%	11-Nov-24	18-Nov-24
SST-200	Pull & Terminate Wire - Sludge Storage Tank	10	10	0%	19-Nov-24	09-Dec-24
Chemical/Carbon Feed Storage (Priority 2 Improvements)		95	95		02-Jul-24	15-Nov-24
Civil		60	60		02-Jul-24	27-Sep-24
CCFS-100	Excavate and Subgrade Prep - Chem/Carbon Feed Storage	10	10	0%	02-Jul-24	18-Jul-24
CCFS-120	Install Underslab Piping - Chem/Carbon Feed Storage	15	15	0%	06-Sep-24	27-Sep-24
Structural		20	20		27-Sep-24	25-Oct-24



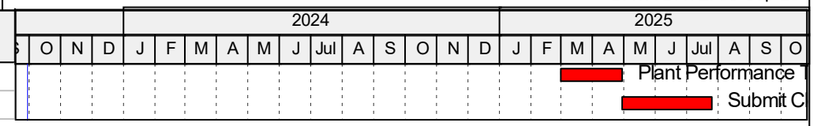
Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

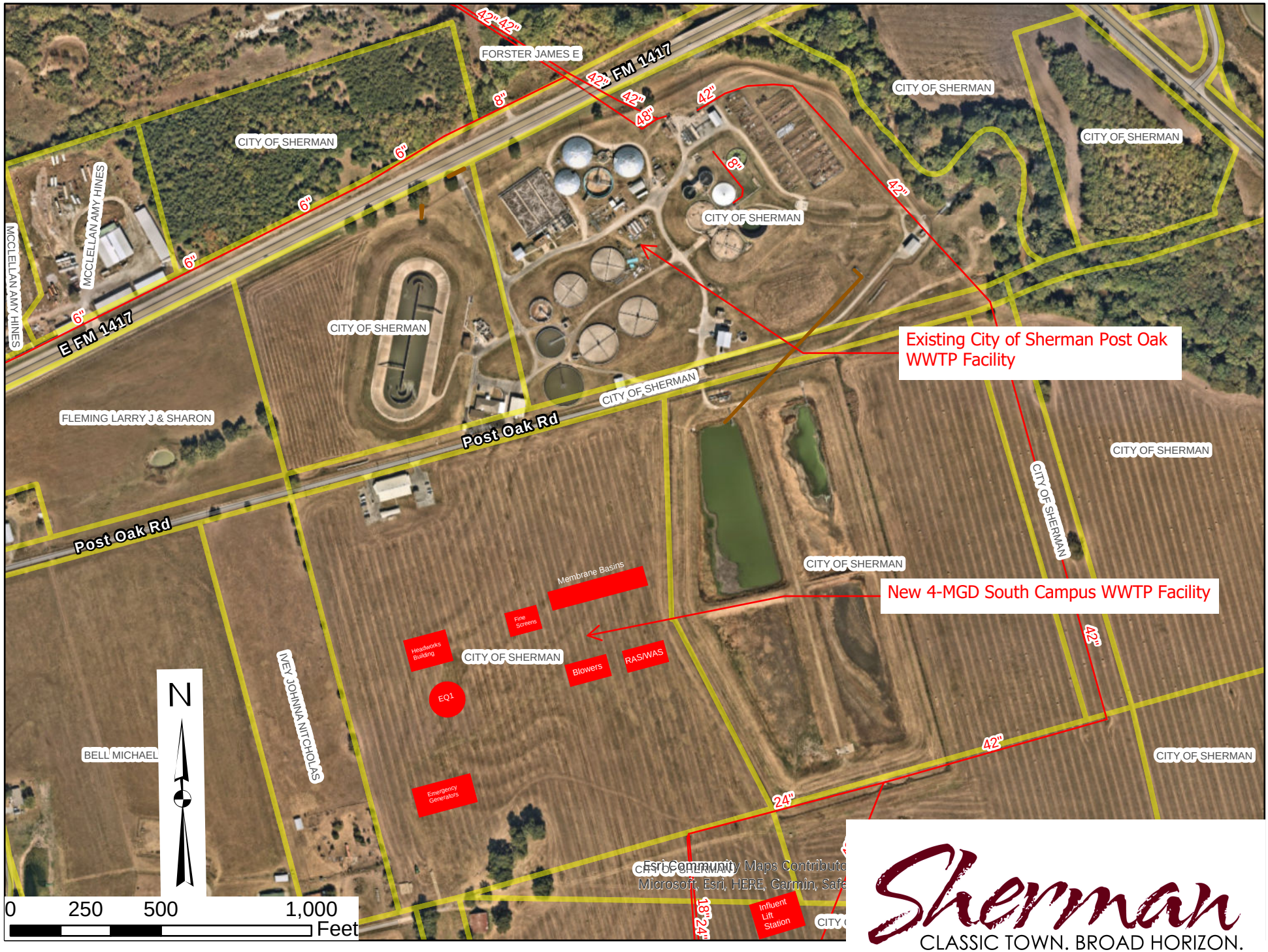
Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
CCFS-130	FPS Slab on Grade 1 - Chem/Carbon Feed Storage	10	10	0%	27-Sep-24	11-Oct-24
CCFS-140	FPS Slab on Grade 2 - Chem/Carbon Feed Storage	10	10	0%	11-Oct-24	25-Oct-24
Mechanical		15	15		25-Oct-24	15-Nov-24
CCFS-150	Install Chem/Carbon Feed Storage - Equipment	15	15	0%	25-Oct-24	15-Nov-24
Electrical & I&C		15	15		18-Jul-24	08-Aug-24
CCFS-110	Install Underslab Electrical - Chem/Carbon Feed Storage	15	15	0%	18-Jul-24	08-Aug-24
Membrane Support Building (Priority 2 Improvements)		150	150		02-Jul-24	07-Feb-25
Civil		60	60		02-Jul-24	27-Sep-24
MSB-100	Excavate and Subgrade Prep - Membrane Support Building	10	10	0%	02-Jul-24	18-Jul-24
MSB-120	Install Underslab Piping - Membrane Support Building	15	15	0%	06-Sep-24	27-Sep-24
Structural		10	10		27-Sep-24	11-Oct-24
MSB-140	FPS Slab on Grade 1 - Membrane Support Building	5	5	0%	27-Sep-24	04-Oct-24
MSB-150	FPS Slab on Grade 2 - Membrane Support Building	5	5	0%	04-Oct-24	11-Oct-24
Electrical & I&C		35	35		18-Jul-24	06-Sep-24
MSB-110	Install Underslab Electrical - Membrane Support Building	35	35	0%	18-Jul-24	06-Sep-24
Architectural		45	45		11-Oct-24	17-Dec-24
MSB-160	Install CMU - Membrane Support Building	45	45	0%	11-Oct-24	17-Dec-24
Plumbing		105	105		06-Sep-24	07-Feb-25
MSB-130	Install Underslab Plumbing - Membrane Support Building	10	10	0%	06-Sep-24	20-Sep-24
MSB-170	Rough in Plumbing	15	15	0%	17-Dec-24	10-Jan-25
MSB-180	Install Plumbing Fixtures	20	20	0%	10-Jan-25	07-Feb-25
RAS/WAS Pump Station (Priority 2 Improvements)		65	65		16-Jan-24	16-Apr-24
Civil		65	65		16-Jan-24	16-Apr-24
RWAS-100	Install Support of Excavation - RAS/WAS PS	14	14	0%	16-Jan-24	06-Feb-24
RWAS-110	Excavate / Subgrade Prep - RAS/WAS PS	13	13	0%	08-Feb-24	28-Feb-24
RWAS-140	Backfill Structure - RAS/WAS PS	5	5	0%	10-Apr-24	16-Apr-24
Structural		24	24		29-Feb-24	09-Apr-24
RWAS-120	FPS Slab - (30cy / 164 SF Edge Form / 420 SF Finish) - RAS/WAS PS	9	9	0%	29-Feb-24	14-Mar-24
RWAS-130	FPS Walls - RAS/WAS PS	15	15	0%	15-Mar-24	09-Apr-24
Meter Vault Structure (Priority 2 Improvements)		87	87		04-Jan-24	06-May-24
Civil		45	45		04-Jan-24	06-Mar-24
MVS-100	Excavate / Subgrade Prep - Meter Vault Structure	5	5	0%	04-Jan-24	11-Jan-24
MVS-140	Backfill Structure - Meter Vault Structure	5	5	0%	29-Feb-24	06-Mar-24
Structural		29	29		12-Jan-24	28-Feb-24
MVS-110	FPS Slab - (12cy / 75 SF Edge Form / 150 SF Finish) - Meter Vault Structure	5	5	0%	12-Jan-24	19-Jan-24
MVS-120	FPS Walls - Meter Vault Structure	9	9	0%	22-Jan-24	02-Feb-24
MVS-130	FPS Decks - Meter Vault Structure	15	15	0%	05-Feb-24	28-Feb-24
Mechanical		10	10		07-Mar-24	22-Mar-24
MVS-150	Install Piping - Meter Vault Structure	10	10	0%	07-Mar-24	22-Mar-24
Electrical & I&C		30	30		25-Mar-24	06-May-24
MVS-160	Install Above Ground Conduits - Meter Vault Structure	20	20	0%	25-Mar-24	22-Apr-24
MVS-170	Pull/Terminate Wire - Meter Vault Structure	10	10	0%	23-Apr-24	06-May-24
Commissioning / Startup		158	158		18-Feb-25	26-Jul-25
CX-100	Operational Demonstration Stable Biological	10	10	0%	18-Feb-25	28-Feb-25



Remaining Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Activity ID	Activity Name	OD	RD	% Comp	Start	Finish
CX-110	Plant Performance Testing (60 Days)	60	60	0%	28-Feb-25	29-Apr-25
CX-120	Submit Closeout Documentation	88	88	0%	29-Apr-25	26-Jul-25




Existing City of Sherman Post Oak WWTP Facility
New 4-MGD South Campus WWTP Facility
Membrane Basins
Fine Screens
Headworks Building
Blowers
RAS/WAS
EQ1
Emergency Generators
Influent Lift Station
FM 1417
E FM 1417
Post Oak Rd
MCCLELLAN AMY HINES
FORSTER JAMES E
FLEMING LARRY J & SHARON
BELL MICHAEL
IVEY JOHNNA NITCHOLAS
CITY OF SHERMAN
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48"
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Microsoft, Esri, HERE, Garmin, Safe
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 10/16/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7185
Approving the Greater Texoma Utility Authority's Intention to Award the Membrane Biological Reactor Equipment to Veolia Water Technologies & Solutions for the South Wastewater Treatment Plant

Issue:

Approving the Greater Texoma Utility Authority's Intention to Award the Membrane Biological Reactor Equipment for the South Wastewater Treatment Plant

Background:

Engineering recommendations in a Preliminary Design Report (PDR) indicate that in order to serve the fast-growing needs of the City's industrial, commercial, and residential users, a new wastewater treatment plant is needed. The expected industrial wastewater quality to treat was such that the upgrades to the existing treatment plant would be overly cost prohibitive, so it was decided to proceed to construct a new wastewater treatment plant (WWTP) with membrane biological reactor, or MBR. Engineers have determined that this type of treatment plant will be able to treat the expected wastewater to State-mandated discharge limits. To meet the industrial schedules, the report also indicated this new wastewater treatment plant needs to be online by the first quarter of 2025.

To meet the time constraint delivery in the first quarter 2025, it was decided to proceed with the Construction Manager at Risk, or CMAR, delivery method. The project RFQ was submitted and Kiewit Water Facilities – South, was selected as the construction firm to undertake the work on September 13, 2023.

The project has undertaken pre-selection services to obtain long-lead time materials as soon as possible. The first of the pre-procurement equipment is the MBR. Future equipment solicitation packages will include lift station pumps, aeration equipment, equalization tank, and chemical feed. Procurement, delivery and installation will be handled by Kiewit Water Facilities thru the GMP-C contract.

Veolia Water Technologies & Solutions scored the highest in the evaluation matrix. The material and construction installation cost and the 20 year life cycle operation of their MBR will be $1.4 Million to $2.2 Million less than the other vendors that submitted.

Origination:

Wastewater Treatment Plant

Financial Consideration:

Funding for this project is through the Greater Texoma Utility Authority Open Market bonds, series 2023A.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to award the Membrane Biological Reactor Equipment to Veolia Water Technologies & Solutions for the South Wastewater Treatment Plant project.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7185

Recommendation Letter

Preselection Tabulation

Evaluation Matrix

Location Map

RESOLUTION NO. 7185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE MEMBRANE BIOLOGICAL REACTOR EQUIPMENT BID TO VEOLIA WATER TECHNOLOGIES & SOLUTIONS FOR THE SOUTH WASTEWATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to award the Membrane Biological Reactor Equipment bid to Veolia Water Technologies & Solutions in the amount of Three Million Nine Hundred Eighty-Seven Thousand Dollars and Zero Cents ($3,987,000.00) for the South Wastewater Treatment Plant.

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 16th day of October 2023.

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

1422-005-02

10/3/2023

Tom Pruitt, P.E.
Utility Engineer
City of Sherman
City Hall 220 W. Mulberry St.
Sherman, TX 75090

Re: City of Sherman
Public Works #1513-U
South Wastewater Treatment Plant – MBR Project
Selection of Membrane Biological Reactor Equipment System Supplier

Dear Mr. Pruitt:

On Wednesday, September 13, 2023, three proposals from membrane equipment system suppliers were received, opened, and read aloud for the above-referenced project. The membrane equipment system suppliers were qualified to propose based on the Statements of Qualifications received. The bids were evaluated based on the cost and non-cost criteria developed with the City. A summary of the equipment proposal amounts and scoring is below:

Manufacturer	Equipment Proposal Cost	Scoring Summary
Veolia	$3,987,000.00	941
Kubota	$3,213,000.00	917
Dupont	$3,562,000.00	774

Veolia and Kubota provided an optional secondary process design, process model and warranty for consideration by the selection committee. The size reduction of the aerobic zone with the minimum safety factor outlined in the specifications was evaluated. The Engineer does not recommend the City accept the alternative process design as the reduction in footprint of the aerobic zone volume was not significant, and the larger basin provides an additional safety factor for future loads.

Based on a review of the proposals and the determination of the cost and non-cost factors from the proposals received, Plummer recommends the City proceed with Veolia Water Technologies & Solutions as the selected membrane equipment system supplier. The complete bid tabulation as read aloud is attached to this letter for your reference.

1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

If you have any questions concerning this recommendation, please contact me at 817-806-1700. We look forward to continuing working with you during the design and construction of this important project.

Sincerely,

PLUMMER ASSOCIATES, INC.

David Gudal

David A. Gudal, P.E.
Principal

PAM/jbm

Enclosure(s)

cc: Nathan Whiddon, City of Sherman, nathanw@cityofsherman.com
Nathan Zaugg, Carollo, nzaugg@carollo.com
Mark Perkins, Mead and Hunt, mark.perkins@meadhunt.com
Colin Bunker, Kiewit, colin.bunker@kiewit.com

City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - MBR Package
Administrative Check of Required Forms and Documents

ID No.	Item	Reference	Kubota	Veolia	Dupont
1	6 hard copies of sealed proposal submitted (postmarked by 9/13/2023 at 2:30 CST) - to be verified when received	00 11 13 Part 6.A	Received electronically. Hardcopies received postmarked by deadline.	Received electronically. Hardcopies received postmarked by deadline.	Yes
2	Cost proposal form	00 31 00.10	Yes	Yes	Yes
3	Equipment manufacturer summary form	00 31 00.10	Yes	Yes	Yes
4	Addenda acknowlegement	00 31 00.10	Yes	Yes	Yes
5	Evaulation criteria and questions	00 31 00 Part 4.B	Yes	Yes	Yes
6	Proposal cover letter	00 31 00 Part D.1	Yes	Yes	Yes
7	Cost proposal in separate document	00 31 00 Part D.2	Yes	Yes	Yes
8	Qualifications, installations, and references	00 31 00 Part D.3	Yes	Yes	Yes
9	Technical specifications (Div 40-46) with compliance/deviations noted	00 31 00 Part D.5	Yes - individual specs not provided though	Yes	Yes
10	Equipment data, drawings, and supporting documentation	00 31 00 Part D.6	Yes	Yes	Yes
11	O&M summary, schedule, and considerations	00 31 00 Part D.7	Yes	Yes	Yes
12	Service and support facility description	00 31 00 Part D.8	Yes	Yes	Yes
13	Scope of supply summary	00 31 00 Part D.9	Yes	Yes	Yes
14	Maintenance service contracts	00 31 00 Part D.10	To confirm	Yes	Yes
15	OPTIONAL - Process warranty documentation (model, inputs/outputs, warranty)	00 31 00 Part D.14	Submitted - BioWin Model[1]	Submitted - BioWin Model	Not Submitted[2]

(1)Actual model not submitted.
(2)Not asking for a reduction in the size of the AB volume.

City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - MBR Package
Bid Tabulation
9/13/2023 2:30pm

Bid Tabulation Summary for the Membrane Bioreactor Equipment Package for the City of Sherman South Wastewater Treatment Plant - MBR								
Item No.	Description	Unit	Quantity			Proposal Amount		
			Kubota	Veolia	Dupont	Kubota	Veolia	Dupont
1	For all Work defined in the RFP to supply the complete Membrane Biological Reactors (circle one), a. Hollow Fiber Type (Section 46 53 49.10-PS), b. Flat Plate Type (Section 46 53 49.20-PS), with Permeate Pumps, CIP feed system, Positive Displacement Screw Type Blowers (Section 43 11 15-PS), Valves for Air Service (Section 40 05 64.33-PS) with Electric Motor Actuators (Section 40 05 57.23-PS), and Flow Control Valves (Section 40 05 65-PS) as outlined in the RFP.	LS	1	1	1	$ 3,213,000.00	$ 3,987,000.00	$ 3,562,000.00
2	Guaranteed power usage for treating 4 MGD of wastewater, the kW-Hr in the MBR system.	Kw-Hr per 4 MGD	4,413	1,044	2,419	N/A	N/A	N/A
3	Guaranteed cost of membrane module replacement for a 10-year time period following Final Acceptance for _____ (total number of modules) furnished.	Unit Cost per Module	1	1	1	350	0 until year 12 $650 to year 20	$ 1,158
4	Gallons of 10 percent concentration of sodium hypochlorite used per year in membrane cleaning	Gallons per year	5,577	3,148	7,818	N/A	N/A	N/A
5	Gallons of 50 percent concentration of citric acid used per year in membrane cleaning.	Gallons per year	372	525	4,825	N/A	N/A	N/A
6	Gallons of 50 percent concentration of sodium hydroxide used per year in membrane cleaning.	Gallons per year	-	-	-	N/A	N/A	N/A
7	OPTIONAL secondary process warranty for the scope of supply in Item No. 1 above, per the RFP, Section 46 53 49.10 or 46 53 49.20 warranty requirements, and per the biological process model furnished with this proposal indicating the process and basin design basis.	LS	1	1	1	$ -	$ 64,500.00	Not submitted

Summary of Equipment Manufacturer's Selected

Item No.	Description	Kubota	Veolia	Dupont
1	Membrane Elements/Modules	Kubota	Veolia	Memcor
2	Butterfly Valves	Bray	Bray	Bray
3	Valve/Motor Operators	Auma	Auma	Bray-Alma
4	PLCs	Allen Bradley	Allen Bradley	Allen Bradley
5	Permeate Pumps	Borger	Vogelsang	Vogelsang
6	Air Blowers	Kaeser	Aerzen	Aerzen
7	HMI/SCADA Software	TBD	Panel View Plus 7	Allen Bradley

City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - MBR Package
Administrative Check of Required Forms and Documents

ID No.	Item	Reference	Kubota	Veolia	Dupont
1	6 hard copies of sealed proposal submitted (postmarked by 9/13/2023 at 2:30 CST) - to be verified when received	00 11 13 Part 6.A	Confirmed postmarked	Confirmed postmarked	Yes
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5	Evaulation criteria and questions	00 31 00 Part 4.B	Yes	Yes	Yes
6	Proposal cover letter	00 31 00 Part D.1	Yes	Yes	Yes
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(1)Actual model not submitted.
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City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - MBR Package
Bid Tabulation
9/13/2023 2:30pm

Bid Tabulation Summary for the Membrane Bioreactor Equipment Package for the City of Sherman South Wastewater Treatment Plant - MBR								
Item No.	Description	Unit	Quantity			Proposal Amount		
			Kubota	Veolia	Dupont	Kubota	Veolia	Dupont
1	For all Work defined in the RFP to supply the complete Membrane Biological Reactors (circle one), a. Hollow Fiber Type (Section 46 53 49.10-PS), b. Flat Plate Type (Section 46 53 49.20-PS), with Permeate Pumps, CIP feed system, Positive Displacement Screw Type Blowers (Section 43 11 15-PS), Valves for Air Service (Section 40 05 64.33-PS) with Electric Motor Actuators (Section 40 05 57.23-PS), and Flow Control Valves (Section 40 05 65-PS) as outlined in the RFP.	LS	1	1	1	$ 3,213,000.00	$ 3,987,000.00	$ 3,562,000.00
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3	Guaranteed cost of membrane module replacement for a 10-year time period following Final Acceptance for _____ (total number of modules) furnished.	Unit Cost per Module	1	1	1	350	0 until year 12 $650 to year 20	$ 1,158
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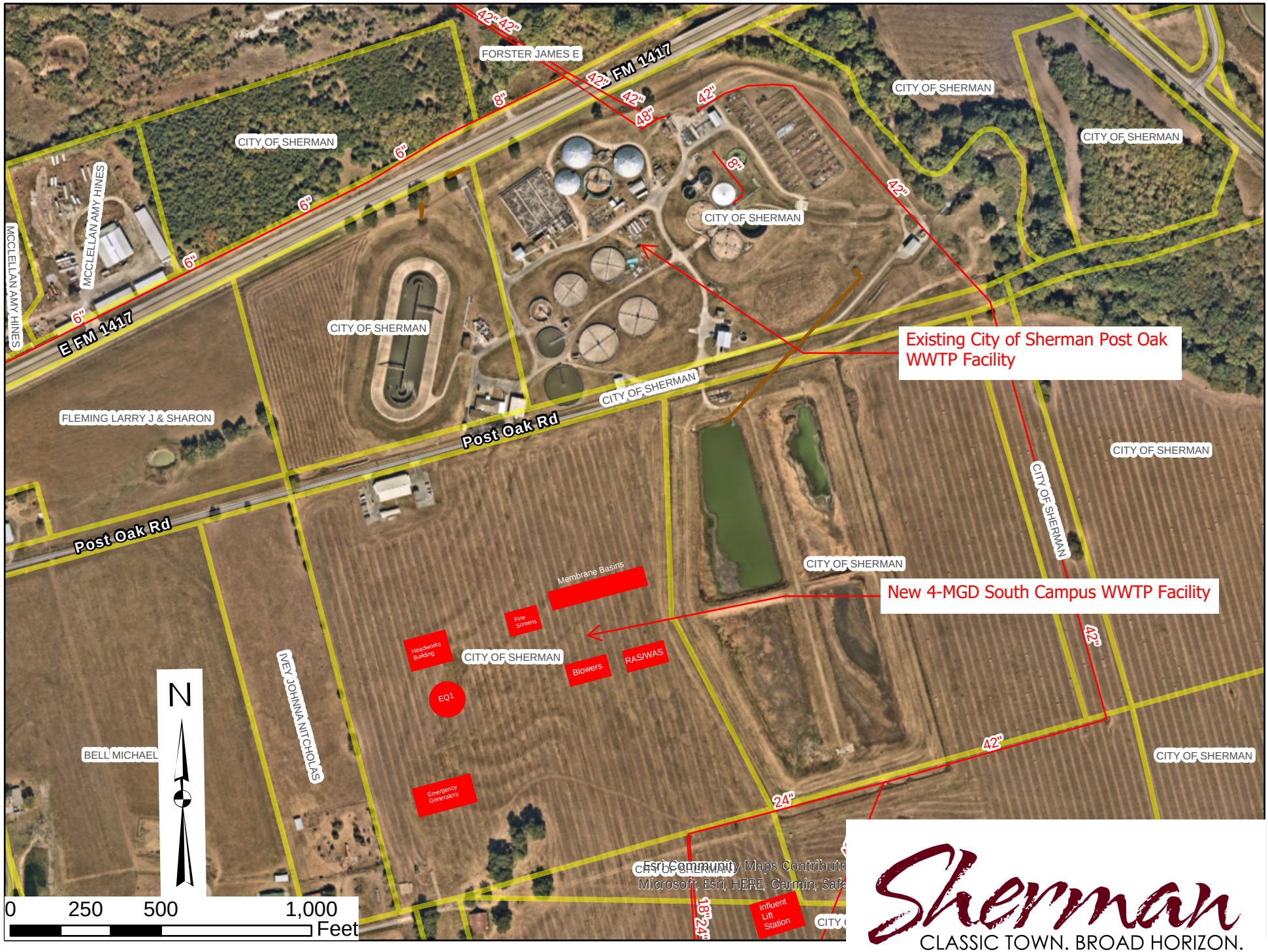
5	Gallons of 50 percent concentration of citric acid used per year in membrane cleaning.	Gallons per year	372	525	4,825	N/A	N/A	N/A
6	Gallons of 50 percent concentration of sodium hydroxide used per year in membrane cleaning.	Gallons per year	-	-	-	N/A	N/A	N/A
7	OPTIONAL secondary process warranty for the scope of supply in Item No. 1 above, per the RFP, Section 46 53 49.10 or 46 53 49.20 warranty requirements, and per the biological process model furnished with this proposal indicating the process and basin design basis.	LS	1	1	1	$ -	$ 64,500.00	Not submitted

Summary of Equipment Manufacturer's Selected

Item No.	Description	Kubota	Veolia	Dupont
1	Membrane Elements/Modules	Kubota	Veolia	Memcor
2	Butterfly Valves	Bray	Bray	Bray
3	Valve/Motor Operators	Auma	Auma	Bray-Alma
4	PLCs	Allen Bradley	Allen Bradley	Allen Bradley
5	Permeate Pumps	Borger	Vogelsang	Vogelsang
6	Air Blowers	Kaeser	Aerzen	Aerzen
7	HMI/SCADA Software	TBD	Panel View Plus 7	Allen Bradley

City of Sherman
South Wastewater Treatment Plant - MBR
Preselected Equipment Suppliers - MBR Package
Summary Evaluation Table

ID	Description	Evaluation Criteria Scoring or Cost Value		
		Kubota	Veolia	Dupont
Non Cost Factor Evaluation Criteria - Maximum of 200 points. Considers factors such as experience, compliance with the technical specifications, warranty, and operation and maintenance.				
Total Non-Cost Factor Evaluation Criteria Score		**145**	**173**	**65**
Schedule Evaluation Criteria - Maximum of 320 points. Considers delivery timeframe of process equipment as well as PLCs and controls. Quicker delivery timelines receive more points.				
1	Delivery of equipment prior to scheduled dates	175	129	131
2	Delivery of PLCs and control system prior to scheduled dates	118	145	94
Total Schedule Evaluation Criteria Score		**293**	**274**	**225**
Cost Evaluation Criteria - Maximum of 510 points. Considers total construction cost and 20-year present worth life cycle cost. The lower the cost, the more points received.				
Total Construction Cost - Maximum of 360 points.				
3	MBR Supplier Equipment Cost	$ 3,213,000.00	$ 3,987,000.00	$ 3,562,000.00
4	Structural, Civil, and Mechanical Cost	$ 4,007,000.00	$ 2,950,000.00	$ 3,143,000.00
5	Installation, Piping, Electrical, Instrumentation, and Controls Cost	$ 2,719,000.00	$ 3,061,000.00	$ 2,856,000.00
6	Total Construction Cost	$ 9,939,000.00	$ 9,998,000.00	$ 9,561,000.00
7	**Total Construction Cost Points**	**346**	**344**	**360**
20-Year Present Worth Life Cycle Cost - Maximum of 150 points.				
8	Yearly Equipment and Preventative Maintenance Cost	$ 600,000.00	$ 606,000.00	$ 613,000.00
9	Yearly Energy Cost	$ 75,000.00	$ 18,000.00	$ 41,000.00
10	Yearly Chemical Cost	$ 32,000.00	$ 26,000.00	$ 113,000.00
11	Yearly Membrane Replacement Cost	$ 99,000.00	$ 63,000.00	$ 93,000.00
12	Total Yearly Life Cycle Cost	$ 806,000.00	$ 713,000.00	$ 860,000.00
13	20-Year Present Worth Life Cycle Cost	$ 11,964,000.00	$ 10,574,000.00	$ 12,773,000.00
14	**Total Life Cycle Cost Points**	**133**	**150**	**124**
Total Cost Evaluation Criteria Score		**479**	**494**	**484**
Total Evaluation Criteria Score - Maximum of 1,030 points.		**917**	**941**	**774**


Existing City of Sherman Post Oak WWTP Facility
New 4-MGD South Campus WWTP Facility
Membrane Basins
Fine Screens
Headworks Building
Blowers
RAS/WAS
EQ1
Emergency Generators
Influent Lift Station
FM 1417
E FM 1417
Post Oak Rd
MCCLELLAN AMY HINES
FORSTER JAMES E
FLEMING LARRY J & SHARON
BELL MICHAEL
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Microsoft, Esri, HERE, Garmin, Safe
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 4.**

Meeting Date: 10/16/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7186
Approving the Greater Texoma Utility Authority's Intention to Award Preselection of Electrical Equipment to Elliot Electric Supply, Inc. for the South Wastewater Treatment Plant - MBR Project

Issue:

Approving the Greater Texoma Utility Authority's Intention to Award Preselection of Electrical Equipment to Elliot Electric Supply, Inc. for the South Wastewater Treatment Plant - MBR Project

Background:

In an effort to get long, lead time electrical equipment to be able to be incorporated into construction, the equipment was solicited for pre-selection. This equipment was reviewed by our engineers and found to meet their specifications.

Origination:

Wastewater Treatment Plant

Financial Consideration:

Funding for this project is provided through the Greater Texoma Utility Authority 2023A Open Market bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA’s intention to Award Preselection of Electrical Equipment to Elliot Electric Supply, Inc. for the South Wastewater Treatment Plant - MBR Project

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7186
Bid Proposal Form
Letters of Recommendation
Location Map

RESOLUTION NO. 7186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION OF ELECTRICRAL EQUIPMENT TO ELLIOT ELECTRIC SUPPLY, INC. FOR THE SOUTH WASTEWATER TREATMENT PLANT – MBR PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 award Preselection of Electrical Equipment to Elliot Electric Supply, Inc. in the amount of One Million Five Hundred Thirteen Thousand Dollars and Zero Cents ($1,513,000.00) for the South Wastewater Treatment Plant – MBR 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 16th day of October 2023.

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

SECTION 00 31 00-PS
BID PROPOSAL FORM

Project Name: Preselection of Electrical Equipment for the South Wastewater Treatment Plant – MBR Project (SWWTP-MBR)

ARTICLE 1 - BID RECIPIENT

1.1 This Bid is submitted to:

City of Sherman
Attn: Kristi Jenkins, Engineering Coordinator
City of Sherman City Hall
220 W. Mulberry St.
Sherman, Texas 75090

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the selected Construction Manager at Risk (CMAR) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.2 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.3 ~~Bidder accepts provisions of the Preselection Special Conditions as to liquidated damages in the event of failure to complete Work in accordance with the schedule set forth in the Agreement.~~ RC

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
No. 1	09/18/2023
No, 2	09/19/2023

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and the furnishings of Goods and Special Services.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.1 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the prices shown in the attached Bid Schedule.

5.2 Bidder agrees that that this Bid Proposal and Price shall be valid for purchase orders placed by November 2023. If a purchase order is not placed for the system by this date, the Bidder agrees that the Price may be scaled based on the Engineering News Record 20-city Average Construction Cost Index (20-City ENR CCI). The base 20-City ENR CCI shall be the August 2023 Index of 13473. The Revised Price shall be calculated as follows:

$$\text{Revised Price} = \text{Price} \times \frac{\text{(20-City ENR CCI for Month of Purchase Order Issuance)}}{\text{(August 2023 Index of 13473)}}$$

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Equipment and Services to be furnished will be provided complete on or before the dates or within the number of calendar days indicated in the Preselection Special Conditions.

ARTICLE 7 - DEFINED TERMS

7.1 The terms used in this Bid have the meanings indicated in the General Conditions and the Preselection Special Conditions. The significance of terms with initial capital letters is described in the General Conditions.

BID FORM

(EACH BID PACKAGE TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE)

DATE: 09/26/23

PROJECT NAME: Preselection of Electrical Equipment for the South Wastewater Treatment Plant – MBR (SWWTP-MBR)

This Bid submitted by: Robert A. Flores

Company Name: Elliott Electric Supply, Inc. (Seal)
(typed or printed)

State of Incorporation: Texas Date of Qualification to do business in TX: 1972

By: [signature]
(signature - attach evidence of authority to sign)

Name: Robert A. Flores
(typed or printed)

Title: Treasurer/Secretary
(CORPORATE SEAL)

Attest: [signature]
(signature of Corporate Secretary)

Federal Tax ID or Social Security No. 75-1423734

Contact for receipt of official communications:

Name: Robert A. Flores

Business Address: P.O. Box 630610, Nacogdoches, Texas 75963-0610

Phone: 936-569-1184 Facsimile: 936-569-1836

E-mail: contracts@elliottelectric.com

Bid Submitted on: 09-26-2023

State Contractor License No.: _____ (If applicable)

Section 26 22 13.13-PS: Low Voltage Transformers – Dry Type

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Low Voltage Transformers – Dry Type (Section 26 22 13.13-PS).	LUMP SUM	1	$ 31,285.71

R.T Bidder's Initials

DTT Submittal Lead Time: 2-4 weeks
DTT Production Lead Time: 10-14 weeks

Section 26 24 13-PS: Switchboard

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Switchboard (Section 26 24 13-PS).	LUMP SUM	1	$ 965,714.29

Expedite Option : $ 1,918,571.43

RF Bidder's Initials

Standard Lead Time
Switchboard Submittal Lead Time: 2-4 weeks
Switchboard Production Lead Time: 75-78 weeks

Alternate Expidite Option:
Switchboard Expedite:
Switchboard Expedite Submittal Lead Time: 2-4 weeks
Switchboard Expedite Production Lead Time: 30-32 weeks

Section 26 24 16.11-PS: Panelboards – Lighting and Appliance

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Panelboards – Lighting and Appliance (Section 26 24 16.11-PS).	LUMP SUM	1	$ 31,571.43

Expedite Option : $ 53,571.43

R.F. Bidder's Initials

Standard Lead Time
Panelboard Submittal Lead Time: 2-4 weeks
Panelboard Production Lead Time: 44-46 weeks

Alternate Expidited Lead Time:
Panelboard Expedite Price:
Panelboard Expedite Submittal Lead Time: 2-4 weeks
Panelboard Expedite Production Lead Time: 30-32 weeks

Section 26 24 19-PS: Panelboards – Motor Control Center

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Motor Control Center (Section 26 24 19-PS).	LUMP SUM	1	$ 204,000.00

R.F. Bidder's Initials

MCC Lead Time Exceptions:
MCC Submittal Lead Time: 12-14 weeks
MCC Production Lead Time: 50-54 weeks

Section 26 29 13-PS: Enclosed Controllers

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Enclosed Controllers (Section 26 29 13-PS).	LUMP SUM	1	$ 115,428.57

R.F. Bidder's Initials

Enclosed Control Lead Time Exceptions:
Enclosed Control Submittal Lead Time: 12-14 weeks
Enclosed Control Production Lead Time: 34-36 weeks

Section 26 29 23-PS: Low Voltage Variable-Frequency Motor Controllers

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Low Voltage Variable-Frequency Motor Controllers (Section 26 29 23-PS).	LUMP SUM	1	$ 122,857.14

R.F. Bidder's Initials

VFD Lead Time Exceptions:
VFD Submittal Lead Time: 8-10 weeks
VFD Production Lead Time: 38-40 weeks

Section 26 36 00-PS: Transfer Switches

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Transfer Switches (Section 26 36 00-PS).	LUMP SUM	1	$ 42,142.86

R.F. Bidder's Initials

END OF SECTION

ATS Lead Time Expections:
ATS Submittal Lead Time: 2-4 weeks
ATS Production Lead Time: 45 weeks

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: 0000

Item No.	Qty	Product	Description
	1	EESS SAT	***See Approval Drawings for Comments and Clarifications*** Start-up Contact: Contractor Michael A Estimated Start-up Date: A Coordination Study does not exist.
		Designation	EESS Acceptance Testing and Training

Item No.	Qty	Product	Description
	1	Engineering Services	EESS VFD and MCC Startup and Troubleshooting, EESS VFD and MCC Startup and Troubleshooting
		Designation	EESS VFD and MCC Startup and Troubleshooting

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 2000 Tin Plated Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In
		Catalog No	SEANFNNSD3D2B5
		Designation	SWB-200

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 800 Tin Plated Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In
		Catalog No	SEANCNNSD3D2B5
		Designation	SWB-300

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 1, 480Y/277V 3-Phase 4-Wire, 4000 Tin Plated Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In
		Catalog No	SEANINNSD3D2A5
		Designation	SWB-450

Item No.	Qty	Product	Description
	1	Switchboards	Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 1, 480Y/277V 3-Phase 4-Wire, 1200 Tin Plated Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 48 In
		Catalog No	SEANDNNSD3D2A5
		Designation	SWB-500

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: 0000

Item No.	Qty	Product	Description
	1	Automatic Transfer Switches	Quote Date: 9/22/2023

Product Family: Wall Mount
Switch Type: Automatic Contactor 40A thru 1600A
480/277v, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-900
Continuous Current: 100 Amps
Withstand: 50kA spc/30kA (0.05 sec)
Normal Source Terminals: (1) #14-2/0 CU/AL
Emergency Source Terminals: (1) #14-2/0 CU/AL
Load Side Terminals: (1) #14-2/0 CU/AL
Neutral Terminals: (3) #14-1/0 CU/AL

Standard Features: 1b, 1c, 1d, 2a, 3b, 3c, 3d, 4b, 5h, 5j, 5k, 5l, 5m, 6b, 7a, 8e, 10b, 10d, 12c, 12d, 12g, 12h, 14e, 14f, 15e, 15f, 23m, 26h, 26j, 26k, 26l, 26m, 32d, 42, 48f, 48u, 49c,
Optional Features: No Optional Features Selected

Catalog No ATC9C5X30100XDU
Designation ATS-200

Item No.	Qty	Product	Description
	1	Automatic Transfer Switches	Quote Date: 9/22/2023

Product Family: Wall Mount
Switch Type: Automatic Contactor 40A thru 1600A
480/277v, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-900
Continuous Current: 100 Amps
Withstand: 50kA spc/30kA (0.05 sec)
Normal Source Terminals: (1) #14-2/0 CU/AL
Emergency Source Terminals: (1) #14-2/0 CU/AL
Load Side Terminals: (1) #14-2/0 CU/AL
Neutral Terminals: (3) #14-1/0 CU/AL

Standard Features: 1b, 1c, 1d, 2a, 3b, 3c, 3d, 4b, 5h, 5j, 5k, 5l, 5m, 6b, 7a, 8e, 10b, 10d, 12c, 12d, 12g, 12h, 14e, 14f, 15e, 15f, 23m, 26h, 26j, 26k, 26l, 26m, 32d, 42, 48f, 48u, 49c,
Optional Features: No Optional Features Selected

Catalog No ATC9C5X30100XDU
Designation ATS-300

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: 0000

Item No.	Qty	Product	Description
	1	Automatic Transfer Switches	Quote Date: 9/22/2023

Product Family: Wall Mount
Switch Type: Automatic Contactor 40A thru 1600A
480/277v, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-900
Continuous Current: 200 Amps
Withstand: 50kA spc/30kA (0.05 sec)
Normal Source Terminals: (1) #6-250 CU/AL
Emergency Source Terminals: (1) #6-250 CU/AL
Load Side Terminals: (1) #6-250 CU/AL
Neutral Terminals: (3) 1/0-250 CU/AL

Standard Features: 1b, 1c, 1d, 2a, 3b, 3c, 3d, 4b, 5h, 5j, 5k, 5l, 5m, 6b, 7a, 8e, 10b, 10d, 12c, 12d, 12g, 12h, 14e, 14f, 15e, 15f, 23m, 26h, 26j, 26k, 26l, 26m, 32d, 42, 48f, 48u, 49c,
Optional Features: No Optional Features Selected

Catalog No ATC9C5X30200XSU
Designation ATS-450

Item No.	Qty	Product	Description
	1	Automatic Transfer Switches	Quote Date: 9/22/2023

Product Family: Wall Mount
Switch Type: Automatic Contactor 40A thru 1600A
480/277v, 60hz, 3 Phase, 4 Wire, 3 poles
Transition Mode: Open
Controller Type: ATC-900
Continuous Current: 200 Amps
Withstand: 50kA spc/30kA (0.05 sec)
Normal Source Terminals: (1) #6-250 CU/AL
Emergency Source Terminals: (1) #6-250 CU/AL
Load Side Terminals: (1) #6-250 CU/AL
Neutral Terminals: (3) 1/0-250 CU/AL

Standard Features: 1b, 1c, 1d, 2a, 3b, 3c, 3d, 4b, 5h, 5j, 5k, 5l, 5m, 6b, 7a, 8e, 10b, 10d, 12c, 12d, 12g, 12h, 14e, 14f, 15e, 15f, 23m, 26h, 26j, 26k, 26l, 26m, 32d, 42, 48f, 48u, 49c,
Optional Features: No Optional Features Selected

Catalog No ATC9C5X30200XSU
Designation ATS-500

Item No.	Qty	Product	Description
	1	Motor Control Centers	60 Hz, Class 1B wiring, 480V 3-Phase Service, 65,000 Bracing, 65 Short Circuit Rating, Top Incoming, NEMA 1 Gasketed 21" Front Mt Only enclosure, 800A Copper Main Horizontal Bus, ANeutral, Main Breaker. Used X-Space: 107, Blank X-Space: 49, Future X-Space: 0, MCC Lead Time Code: U.

Designation MCC-450

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: 0000

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure

Catalog No EGS0964A120D010014*
Designation Return Sludge Pump 1

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure

Catalog No EGS0964A120D010014*
Designation Return Sludge Pump 2

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure

Catalog No EGS0964A120D010014*
Designation Return Sludge Pump 3

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 40 HP (30 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure w/ Brake Chopper Circuit

Catalog No EGS0524B120D010014*
Designation Backwash Pump 1

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 40 HP (30 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure w/ Brake Chopper Circuit

Catalog No EGS0524B120D010014*
Designation Backwash Pump 2

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 40 HP (30 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure w/ Brake Chopper Circuit

Catalog No EGS0524B120D010014*
Designation Permeate Pump 1

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: 0000

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 40 HP (30 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure w/ Brake Chopper Circuit

Catalog No EGS0524B120D010014*
Designation Permeate Pump 2

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 40 HP (30 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure w/ Brake Chopper Circuit

Catalog No EGS0524B120D010014*
Designation Permeate Pump 3

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 40 HP (30 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure w/ Brake Chopper Circuit

Catalog No EGS0524B120D010014*
Designation Permeate Pump 4

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 40 HP (30 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 1 Enclosure w/ Brake Chopper Circuit

Catalog No EGS0524B120D010014*
Designation Permeate Pump 5

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Tin Plated Copper Bus, 22kAIC, 100A, 3P PDD23F0100 Main Breaker[Top Fed], Surface Mounted

Catalog No PDSAEDBTD42E
Designation LP-200

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Tin Plated Copper Bus, 22kAIC, 100A, 3P PDD23F0100 Main Breaker[Top Fed], Surface Mounted

Catalog No PDSAEDBTD42E
Designation LP-300

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: 0000

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Tin Plated Copper Bus, 22kAIC, 100A, 3P PDD23F0100 Main Breaker[Top Fed], Surface Mounted

Catalog No PCSAEDBTD42C
Designation LP-450

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Tin Plated Copper Bus, 22kAIC, 100A, 3P PDD23F0100 Main Breaker[Top Fed], Surface Mounted

Catalog No PCSAEDBTD42C
Designation LP-500

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 250A, Fully Rated, 480Y/277V 3Ph 4W, Tin Plated Copper Bus, 35kAIC, 225A, 3P PDG23G0225 Main Breaker[Top Fed], Surface Mounted

Catalog No PCSCNEBTD42C
Designation PP-450

Item No.	Qty	Product	Description
	1	Panelboards	42 Circuits, 250A, Fully Rated, 480Y/277V 3Ph 4W, Tin Plated Copper Bus, 35kAIC, 225A, 3P PDG23G0225 Main Breaker[Top Fed], Surface Mounted

Catalog No PCSCNEBTD42C
Designation PP-500

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: General Purpose Vented 3 Phase, 30 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 80C with 220C Insulation System Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 45 Efficiency : DOE 10 CFR Part 431 (2016) Enclosure Type: NEMA 2 (for N3R, select Weather Shield in Mods tab) Operating Frequency: 60 HZ Stainless Steel (304) Enclosure

Catalog No V48M28B3016CUSS
Designation T-200

PLUMMER

1422-005-01

October 5, 2023

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: City of Sherman/ Greater Texoma Utility Authority
South Plant Wastewater Treatment Plant
Preselection of Electrical Equipment
Low Voltage Transformers – Dry Type
Recommendation of Award

Dear Mr. Pruitt,

On Tuesday, September 26, 2023, one bid was received, opened, and publicly read aloud at the office of Engineering at City Hall, City of Sherman for the above-referenced project. The bids were as follows:

Bidder	Bid Amount
Elliott Electric Supply, Inc	$31,285.71

Elliott Electric Supply, Inc was the apparent low bidder with a Total Bid of $31,285.71.

We have reviewed their bid and Bill of Material. A bid bond was provided, and addendums acknowledged.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority, we recommend awarding the Total Bid to Elliott Electric Supply, Inc. in the amount of $31,285.71.

Please call me if you have any questions. We look forward to working with you during the construction of this project.

Sincerely,
PLUMMER ASSOCIATES, INC.

Patrick Moseley, P.E.

1320 South University Drive
Suite 300
Fort Worth, TX 76107
Phone: 817.806.1700
Fax: 817.870.2536
plummer.com
TBPE Firm No. 13

PLUMMER

1422-005-01

October 5, 2023

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: City of Sherman/ Greater Texoma Utility Authority
South Plant Wastewater Treatment Plant
Preselection of Electrical Equipment
Switchboards
Recommendation of Award

Dear Mr. Pruitt,

On Tuesday, September 26, 2023, one bid was received, opened, and publicly read aloud at the office of Engineering at City Hall, City of Sherman for the above-referenced project. The bids were as follows:

Bidder	Bid Amount
Elliott Electric Supply, Inc	$965,714.29

Elliott Electric Supply, Inc was the apparent low bidder with a Total Bid of $965,714.29.

We have reviewed their bid and Bill of Material. A bid bond was provided, and addendums acknowledged. However, provided lead times will not meet construction sequence time frames. Elliott Electrical Supply, Inc. did provide an expedite option of $1,918,571.43, that does meet the construction schedule.

We recommend that the award be based upon the bid amount of $965,714.29 and allow the Construction Manager at Risk, negotiated the delivery schedule and if necessary rebid the switchgear.

Please call me if you have any questions. We look forward to working with you during the construction of this project.

Sincerely,
PLUMMER ASSOCIATES, INC.

Patrick Moseley, P.E.

1320 South University Drive
Suite 300
Fort Worth, TX 76107
Phone: 817.806.1700
Fax: 817.870.2536
plummer.com
TBPE Firm No. 13

PLUMMER

1422-005-01

October 5, 2023

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: City of Sherman/ Greater Texoma Utility Authority
South Plant Wastewater Treatment Plant
Preselection of Electrical Equipment
Panelboards – Lighting and Appliance
Recommendation of Award

Dear Mr. Pruitt,

On Tuesday, September 26, 2023, one bid was received, opened, and publicly read aloud at the office of Engineering at City Hall, City of Sherman for the above-referenced project. The bids were as follows:

Bidder	Bid Amount
Elliott Electric Supply, Inc	$31,571.43

Elliott Electric Supply, Inc was the apparent low bidder with a Total Bid of $31,571.43.

We have reviewed their bid and Bill of Material. A bid bond was provided, and addendums acknowledged.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority, we recommend awarding the Total Bid to Elliott Electric Supply, Inc. in the amount of $31,571.43.

Please call me if you have any questions. We look forward to working with you during the construction of this project.

Sincerely,
PLUMMER ASSOCIATES, INC.

Patrick Moseley, P.E.

1320 South University Drive
Suite 300
Fort Worth, TX 76107
Phone: 817.806.1700
Fax: 817.870.2536
plummer.com
TBPE Firm No. 13

PLUMMER

1422-005-01

October 5, 2023

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: City of Sherman/ Greater Texoma Utility Authority
South Plant Wastewater Treatment Plant
Preselection of Electrical Equipment
Motor Control Center
Recommendation of Award

Dear Mr. Pruitt,

On Tuesday, September 26, 2023, one bid was received, opened, and publicly read aloud at the office of Engineering at City Hall, City of Sherman for the above-referenced project. The bids were as follows:

Bidder	Bid Amount
Elliott Electric Supply, Inc	$204,000.00

Elliott Electric Supply, Inc was the apparent low bidder with a Total Bid of $204,000.00.

We have reviewed their bid and Bill of Material. A bid bond was provided, and addendums acknowledged. However, the combined lead times of submittal of 12-14 weeks and production of 50-54 weeks will not meet the construction schedule. We would recommend an abbreviated submittal of Bill of Material and layout be approved to reduce submittal time to 2-3 weeks.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority, we recommend awarding the Total Bid to Elliott Electric Supply, Inc. in the amount of $204,000.00.

Please call me if you have any questions. We look forward to working with you during the construction of this project.

Sincerely,
PLUMMER ASSOCIATES, INC.

Patrick Moseley, P.E.

1320 South University Drive
Suite 300
Fort Worth, TX 76107
Phone: 817.806.1700
Fax: 817.870.2536
plummer.com
TBPE Firm No. 13

PLUMMER

41422-005-01

October 5, 2023

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: City of Sherman/ Greater Texoma Utility Authority
South Plant Wastewater Treatment Plant
Preselection of Electrical Equipment
Enclosed Controllers
Recommendation of Award

Dear Mr. Pruitt,

On Tuesday, September 26, 2023, one bid was received, opened, and publicly read aloud at the office of Engineering at City Hall, City of Sherman for the above-referenced project. The bids were as follows:

Bidder	Bid Amount
Elliott Electric Supply, Inc	$115,428.57

Elliott Electric Supply, Inc was the apparent low bidder with a Total Bid of $115,428.57.

We have reviewed their bid and Bill of Material. A bid bond was provided, and addendums acknowledged.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority, we recommend awarding the Total Bid to Elliott Electric Supply, Inc. in the amount of $115,428.57.

Please call me if you have any questions. We look forward to working with you during the construction of this project.

Sincerely,
PLUMMER ASSOCIATES, INC.

Patrick Moseley, P.E.

1320 South University Drive
Suite 300
Fort Worth, TX 76107
Phone: 817.806.1700
Fax: 817.870.2536
plummer.com
TBPE Firm No. 13

PLUMMER

1422-005-01

October 5, 2023

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: City of Sherman/ Greater Texoma Utility Authority
South Plant Wastewater Treatment Plant
Preselection of Electrical Equipment
Variable Frequency Drives
Recommendation of Award

Dear Mr. Pruitt,

On Tuesday, September 26, 2023, two bids were received, opened, and publicly read aloud at the office of Engineering at City Hall, City of Sherman for the above-referenced project. The bids were as follows:

Bidder	Bid Amount
Elliott Electric Supply, Inc	$122,857.14
Smith Pump Company, Inc.	$380,365.00

Elliott Electric Supply, Inc was the apparent low bidder with a Total Bid of $122,857.14

We have reviewed their bid and Bill of Material. A bid bond was provided, and addendums acknowledged. We also reviewed Smith Pump Company, Inc's Bill of Material and concluded their bid form was filled out incorrectly. The amount included in this bid package was for the Variable Frequency Drives and the Enclosed Controllers.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority, we recommend awarding the Total Bid to Elliott Electric Supply, Inc. in the amount of $122,857.14.

Please call me if you have any questions. We look forward to working with you during the construction of this project.

Sincerely,
PLUMMER ASSOCIATES, INC.

Patrick Moseley, P.E.

1320 South University Drive
Suite 300
Fort Worth, TX 76107
Phone: 817.806.1700
Fax: 817.870.2536
plummer.com
TBPE Firm No. 13

PLUMMER

1422-005-01

October 5, 2023

Mr. Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: City of Sherman/ Greater Texoma Utility Authority
South Plant Wastewater Treatment Plant
Preselection of Electrical Equipment
Transfer Switches
Recommendation of Award

Dear Mr. Pruitt,

On Tuesday, September 26, 2023, one bid was received, opened, and publicly read aloud at the office of Engineering at City Hall, City of Sherman for the above-referenced project. The bids were as follows:

Bidder	Bid Amount
Elliott Electric Supply, Inc	$42,142.86

Elliott Electric Supply, Inc was the apparent low bidder with a Total Bid of $42,142.86.

We have reviewed their bid and Bill of Material. A bid bond was provided, and addendums acknowledged.

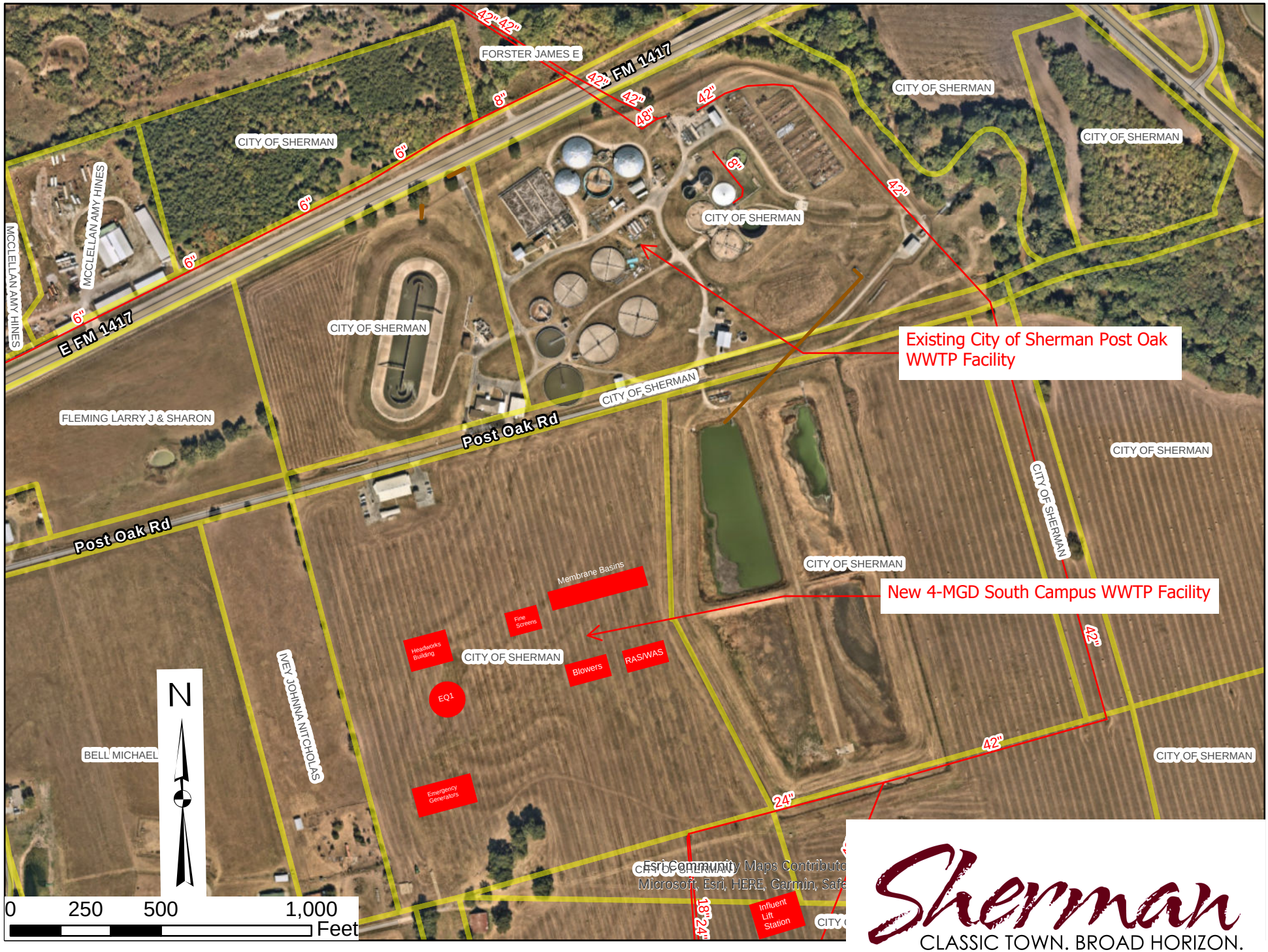
Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority, we recommend awarding the Total Bid to Elliott Electric Supply, Inc. in the amount of $42,142.86.

Please call me if you have any questions. We look forward to working with you during the construction of this project.

Sincerely,
PLUMMER ASSOCIATES, INC.

Patrick Moseley, P.E.

1320 South University Drive
Suite 300
Fort Worth, TX 76107
Phone: 817.806.1700
Fax: 817.870.2536
plummer.com
TBPE Firm No. 13


Existing City of Sherman Post Oak WWTP Facility
New 4-MGD South Campus WWTP Facility
Membrane Basins
Fine Screens
Headworks Building
Blowers
RAS/WAS
EQ1
Emergency Generators
Influent Lift Station
FM 1417
E FM 1417
Post Oak Rd
MCCLELLAN AMY HINES
FORSTER JAMES E
FLEMING LARRY J & SHARON
BELL MICHAEL
IVEY JOHNNA NITCHOLAS
CITY OF SHERMAN
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48"
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Esri Community Maps Contributo
Microsoft, Esri, HERE, Garmin, Safe
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 5.**

Meeting Date: 10/16/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7187

Renaming Holly Avenue, West Moore Street from Holly Avenue to FM 1417, and Flanary Road from FM 1417 to 5120 Flanary Road to Interurban Parkway

Issue:

To consider the renaming of Holly Avenue, West Moore Street from Holly Avenue to FM 1417, and Flanary Road from FM 1417 to 5120 Flanary Road to Interurban Parkway.

Background:

The City's Master Thoroughfare Plan shows a four lane divided roadway from Center Road to FM 902 and is along the alignment of Holly Avenue, West Moore Street from Holly Avenue to FM 1417, Flanary Road from FM 1417 to 5120 Flanary Road, with a future road extension south to FM 902 from 5120 Flanary Road. West Moore Street was recently extended from West Travis Street to FM 1417 and is lined up with Flanary Road. This creates an undesirable street name split at FM 1417.

The first interurban commuter rail in Texas was built between Sherman and Denison in 1901. Service was eventually extended to Dallas by 1908 with stops in many cities in-between along the now Highway 75 corridor. Service on this railway was discontinued in 1948. West Moore Street and Flanary Road run parallel to the Interurban Railway and the new roadway extension of Flanary Road south of Choctaw Creek to Shepherd Drive will actually be built on the old railway bed.

In honor and memory of this historical commuter rail, staff recommends renaming Holly Avenue, West Moore Street from Holly Avenue to FM 1417, and Flanary Road from FM 1417 to 5120 Flanary Road to Interurban Parkway. Staff has also coordinated with Shepherd's Place to extend this four-lane divided roadway per the City's Master Thoroughfare Plan from Shepherd Drive to their development's south border, and they are anticipating on naming it Interurban Parkway through their development.

Staff has mailed all property owners that have a mailing address along these streets a notice regarding the intention to rename their street to Interurban Parkway.

Origination:
Engineering Department

Financial Consideration:
No funding is necessary.

Staff Recommendation:
Staff recommends the renaming of Holly Avenue, West Moore Street from Holly Avenue to FM 1417, and Flanary Road from FM 1417 to 5120 Flanary Road to Interurban Parkway be approved.

Attachments

Resolution No. 7187
Attachment A - Location Map

RESOLUTION NO. 7187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING HOLLY AVENUE, WEST MOORE STREET FROM HOLLY AVENUE TO FM 1417, AND FLANARY ROAD FROM FM 1417 TO 5120 FLANARY ROAD TO INTERURBAN PARKWAY; 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 from and after the effective date of this resolution, streets known as Holly Avenue, West Moore Street from Holly Avenue to FM 1417, and Flanary Road from FM 1417 to 5120 Flanary Road will be renamed to Interurban Parkway, the location of which is shown on the attached Exhibit "A".

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 said 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

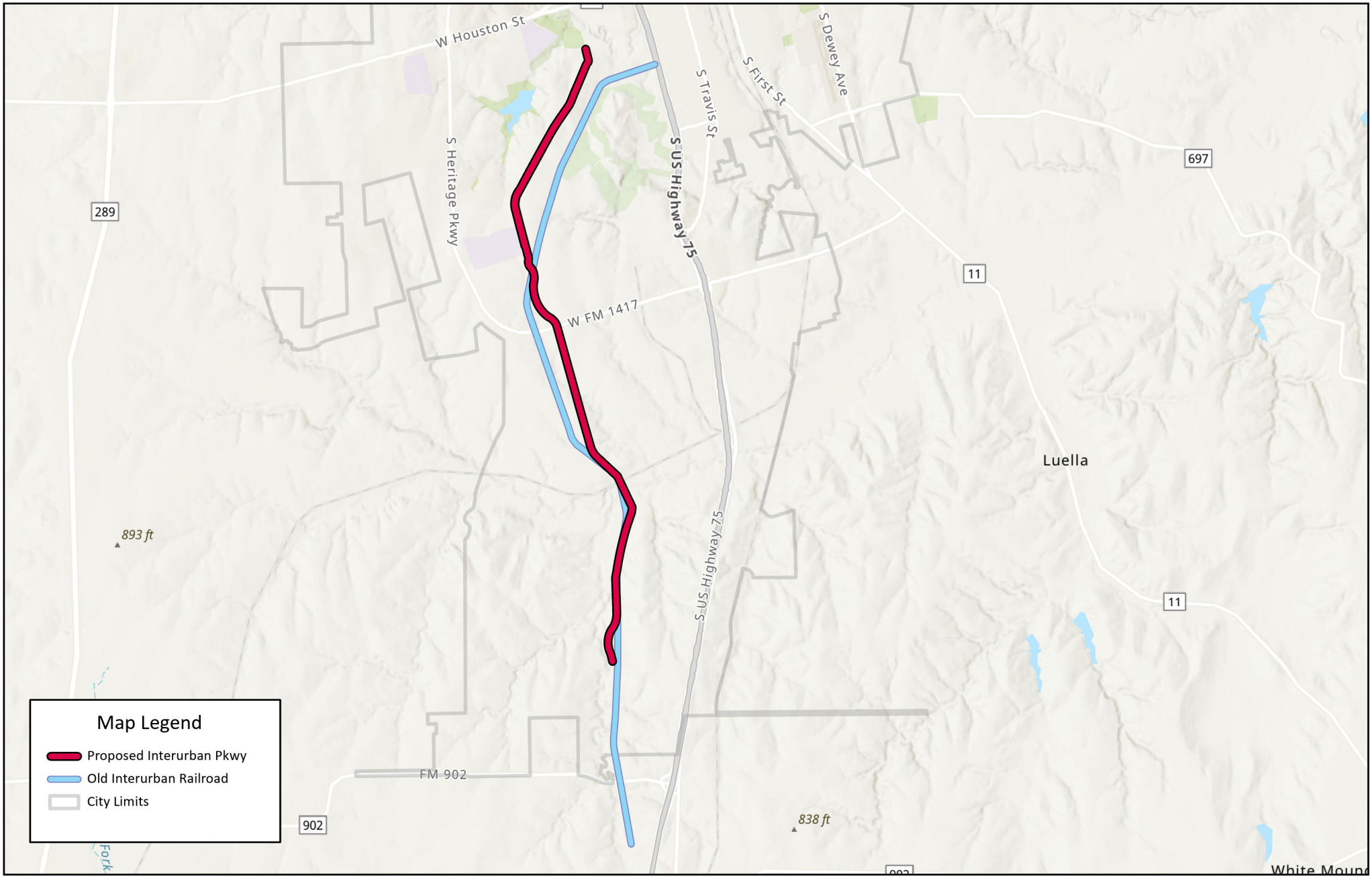
ATTEST:

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



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Sherman
CLASSIC TOWN. BROAD HORIZON.

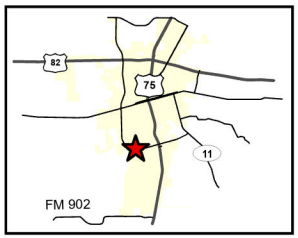
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

Proposed Interurban Pkwy (Holly, Moore & Flanary)

N

Date: 9/25/2023



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 6.**

Meeting Date: 10/16/2023
Prepared By: Jim Cross, Water Systems Manager
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7188

Approving the Greater Texoma Utility Authority to enter into an agreement with M & M Industrial Control Services, Inc. for the Purchase and Installation of the Equipment, Programming and Controls for the Water Treatment Plant EDR Rehabilitation Project.

Issue:

Approving the Greater Texoma Utility Authority to enter into an agreement with M & M Industrial Control Services, Inc. for the purchase and installation of the equipment, programming and controls for the Water Treatment Plant EDR Rehabilitation Project.

Background:

At the City Council meeting on 7/5/23, approval and authorization was given to the Greater Texoma Utility Authority (GTUA) to enter into an agreement to purchase 96 EDR replacement filter stacks from Veolia WTS Solutions. M & M Industrial Control Services, Inc. designs, installs and programs the controls for the Veolia EDR systems.

This request is for approval and authorization for GTUA to enter into an agreement with M & M Industrial Control Services to provide the necessary equipment, programming and controls for the Water Treatment Plant EDR Rehabilitation Project for the proposed amount of $248,500.00.

Origination:

Water Treatment Plant

Financial Consideration:

Funding is made available through the Greater Texoma Utility Authority 2023 and 2023A Open Market Bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA to enter into this agreement with M & M Industrial Control Services, Inc. as part of the Water Treatment Plant EDR Rehabilitation project.

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7188

M & M Proposal

M & M Agreement

RESOLUTION NO. 7188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY TO ENTER INTO AN AGREEMENT WITH M & M INDUSTRIAL CONTROL SERVICE, INC. FOR THE PURCHASE AND INSTALLATION OF THE EQUIPMENT, PROGRAMMING AND CONTROLS FOR THE WATER TREATMENT PLANT EDR REHABILITATION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 an agreement with M & M Industrial Controls Services, Inc. fro the purchase and installation of the equipment, programming, and controls in the amount of Two Hundred Forty-Eight Thousand Five Hundred Dollars and Zero cents ($248,500.00) for the Water Treatment Plant – EDR Rehabilitation 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 16th day of October 2023.

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

M&M Industrial Control Services Inc.

EDR Control System Upgrade

To:	City of Sherman referred to here as Buyer	**Date:**	September 11, 2023
		No. of Pages:	11 including cover
Attention:	Jim Cross Oscar Canales Jamie Weger	**Email:**	jimcross@cityofsherman.com oscarc@cityofsherman.com jamiew@cityofsherman.com
Plant Address:	243 La Cima Drive Sherman, TX 75090 US	**Telephone No.:** **Cell No.:** **Fax No.:**	
From:	Michael Mack Technical Director M&M Industrial Control Services Inc.	**Email:** **Cell No.:**	mmindserv@earthlink.net 832-309-0588
CC:	Joseph Aldridge - Veolia		
Subject:	EDR Control System Upgrade: Control Panels & SCADA system	**Proposal No.:**	040723-5
		Original Project No.:	A368
Plant Data:	**Please provide corrections if inaccurate** City of Sherman EDR Water Treatment Plant, 4 units, 8 lines per unit, 3 stages per line. Units 1-3 have platinum electrode stacks installed; Unit 4 has carbon electrode stacks installed.		

M&M Industrial Control Services Inc.

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1 Introduction

M&M Industrial Control Services Inc. is pleased to present this proposal at the request of the City of Sherman to provide budgetary pricing for the EDR control system upgrades & modernization for the City of Sherman EDR WTP.

The control system upgrade will include replacement of the existing TI545 based control system to an Allen Bradley CompactLogix based PLC system for the main control panel and EDR unit control panels. New control panel back panels will be fabricated and installed for the (4) EDR Unit control panels. The main control panel back panel will be modified to accommodate the new Allen Bradley CompactLogix PLC equipment. New C-more HMI units will replace the obsolete Uticor HMI's at each of the EDR unit control panels.

The existing Wonderware SCADA system will be replaced with Rockwell's FactoryTalk View Site Edition for plant monitoring, control and data archiving.

A new PanelView Plus HMI will be programmed and installed at the MCP to provide another means (backup) of plant monitoring and control.

2 M&M Industrial Controls Scope & Price

M&M Industrial Controls scope includes the material and services outlined in the table below. The sections that follow provide additional detail regarding each scope item.

Item Description	Part #	Quantity	Price
EDR Control Panels Upgrade to AB CompactLogix PLC system		4	206,500
Main Control Panel Upgrade to AB CompactLogix PLC system		1	
SCADA System Upgrade to Rockwell FactoryTalk View Site Edition		1	
Off-site support, project management, programming and engineering/drafting support, section 4.1		incl.	
Material, off-site labor, delivery		**Sub-total**	**206,500**
On-site support, 1xCSR on-site for 30x8-hr days plus travel & living, section 4.2		4-5 visits	42,000
On-site support		**Sub-total**	**42,000**
All figures are in USD and exclude taxes, which will be applied at the time of invoicing. Please make purchase order to M&M Industrial Control Services Inc.		**Total Price**	**248,500**

Proposal Notes:

- M&M Controls would like to note that under the current exceptional circumstances across global supply chains and logistics networks, M&M Controls may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance.

Invoicing Schedule	Approximate % of Sub-Total	Total Invoice Value, Excluding Tax
An invoice will be issued upon acceptance by M&M Controls of customer purchase order. Approximate percent calculation based on the **material, off-site labor, delivery sub-total** of the purchase order.	20%	41,300
An invoice for a portion of the **material, off-site labor, delivery sub-total** will be issued when EDR1 back panel replacement and new solenoid manifold is delivered to the jobsite.	40%	41,300
An invoice for a portion of the **material, off-site labor, delivery sub-total** will be issued when MCP AB replacement components and new SCADA system is delivered to the jobsite.	60%	41,300
An invoice for a portion of the **material, off-site labor, delivery sub-total** will be issued when EDR4 back panel replacement and new solenoid manifold is delivered to the jobsite.	80%	41,300
An invoice for the balance of the **material, off-site labor, delivery sub-total** will be issued when EDR2 & 3 back panel replacement and new solenoid manifolds are delivered to the jobsite.	100%	41,300
An invoice for a portion of the **on-site support sub-total** will be issued upon completion of EDR1 and related SCADA system commissioning.	30%	12,600
An invoice for a portion of the **on-site support sub-total** will be issued upon completion of EDR4 and related SCADA system commissioning.	60%	12,600
An invoice for the balance of the **on-site support sub-total** will be issued upon completion of EDR2 &3 and related SCADA system commissioning.	100%	16,800
		248,500

3 Material Description

3.1 EDR Unit Control Panels upgrade (each panel)

Qty	Item
1	1769 CompactLogix I/O Power Supply
1	1769 CompactLogix L33ER controller
4	1769 CompactLogix Digital Input Module, 24VDC, 16-point
1	1769 CompactLogix Digital Input Module, 120VAC, 16-point
2	1769 CompactLogix Digital Output Module, 120VAC, 16-point
2	1769 CompactLogix Analog Input Module, 8-point
1	1769 CompactLogix End Module, right end cap
1	C-more HMI, 3” LCD
1	Allen Bradley 24VDC Power Supply
1	Allen Bradley Stratix 2000 network switch
lot	Numatics, Festo or equal solenoid manifold & solenoid pilot valves
1	Hoffman 48 x 36 back panel
lot	CB’s, CR’s, FTB’s, TB’s & other panel components

3.2 Main Control Panel (MCP) PLC upgrade

Qty	Item
1	1769 CompactLogix I/O Power Supply
1	1769 CompactLogix L33ER controller
4	1769 CompactLogix Digital Input Module, 120VAC, 16-point
3	1769 CompactLogix Digital Output Module, 120VAC, 16-point
2	1769 CompactLogix Analog Input Module, 8-point
1	1769 CompactLogix End Module, right end cap
1	PanelView Plus 7 HMI, 10” touch, 24VDC
1	Allen Bradley 24VDC Power Supply
1	Allen Bradley Stratix 2000 network switch

3.3 SCADA upgrade

Qty	Item
1	Dell PC & Monitor
1	UPS (1500VA)
1	Desktop 5-port Ethernet Switch
1	Rockwell FactoryTalk View SE Runtime SW & License

4 M&M Industrial Control Services Support

4.1 Off-Site Support

Controls

- (4) EDR control panel replacement back panel design & fabrication
- (1) MCP control panel existing back panel redesign
- EDR & MCP PLC programming (Allen Bradley)
- EDR Skid HMI programming (C-more)
- MCP HMI programming (Panelview)
- SCADA programming

Documentation

The base level of documentation updates will include:

- Updates and modifications of relevant control system schematic drawings limited to the scope included in this proposal - issued electronically;
- Updated control panel enclosure assembly drawings for new or revised control panel back panels - issued electronically.

These updates should be filed in the O&M manual as interim documentation.

Project Management

Provide planning and off-site assistance during the EDR stack replacement project related to the PLC and instrumentation upgrade.

4.2 On-Site Technical Services

This proposal includes a provision for technical services during installation and commissioning process to support the City of Sherman's staff as outlined in section 2. M&M Controls will provide 1 CSR on-site for 30x8-hr days over the course of four to five separate visits. On-site support will include the installation of new control panel back panels for the

EDR Unit PLC panels, modifications to the MCP panel to remove the existing TI545 PLC equipment and replace with Allen Bradley CompactLogic PLC equipment, replacement of the existing obsolete HMI's at each EDR Unit panel, installation of an Allen Bradley PanelView HMI at the MCP and installation and setup of the new SCADA equipment. Onsite services will also include the routing and terminations of the instrument and valve wiring and pneumatic air tubing at the field device and PLC panel. Onsite services will also include instrument configuration, I/O loop checks, commissioning support, equipment start-up and training session(s) for operator and maintenance personal. Removal of existing back panels, installation of new back panels and initial routing of instrument and valve cabling and air tubing may require assistance of City of Sherman personnel.

This total time frame assumes no weekends or holidays are required and is based on an eight-hour workday and is an estimate of time needed to complete the mentioned tasks and does not constitute a guaranteed number of service days should the tasks take less or more time than estimated. Travel time to and from the job site for M&M field service personnel is included in this estimate. Travel/living (T&L) expenses are also included. To ensure personnel availability, M&M requires a minimum of two weeks' advance notice to schedule equipment start-ups.

M&M Controls Duties for On-Site Services

- M&M will coordinate its work under this agreement in a reasonable manner with the operating staff of the facility.

5 Delivery

- **Control System Equipment**
  - Delivery will be by provided by seller (FOB) destination. Ownership of equipment shall pass to City of Sherman upon delivery at the jobsite.
  - **Taxes** - All applicable local, state, or federal taxes are the responsibility of the City of Sherman.
  - **Availability** – Delivery of replacement back panel for EDR Unit 1 is estimated at **10-12** weeks after receipt of order. It is estimated that without equipment delays, delivery and installation of EDR Units 1, 4, MCP and SCADA equipment would be completed by end of year (2023) or during the 1st quarter of 2024.

6 Scope - City of Sherman

All delivery or services not specified in the M&M Controls scope of supply are included in the Buyer scope of supply. It is the responsibility of the Buyer to remove and dispose of existing instrumentation, valves, wiring trough and associated PLC wiring for each of the EDR units.

In addition, the following scope of work is to be completed by Buyer as part of this EDR control system upgrade project.

- Provide and install a new mounting plate or instrument panel at each of the EDR skids for new EDR Unit instrumentation mounting. Mounting plate may also need to be large enough to allow for mounting of a small enclosure that contains the air manifold system if required by Buyer and Seller.
- Installation of all new EDR Unit instrumentation.
- Provide and install a replacement wiring trough or raceway for instrument and valve wiring, and pneumatic valve air tubing runs.
- Provide all instrument and valve associated wire/cable, pneumatic air tubing, fittings, flex conduit, support and other hardware as required for installation and ongoing operations.
- Stamping, signing, or sealing of general drawings as per Federal, State, or local regulations or codes.

7 Terms and Conditions of Sale

1 Legal Entity for Contracting

M&M Industrial Control Services Inc. is the name of the Seller.

short form: Where a short reference is required in this document, for convenience, we are called M&M or M&M Controls.

2 Payment

M&M prefers to receive payment by wire transfer and will also accept payment by courier check.

Wire transfer information for M&M Industrial Control Services Inc.	
Wells Fargo Bank, N.A. C/O M&M Industrial Control Services Inc. 420 Montgomery San Francisco, CA 94104	Account # 1866655358 ABA # 121000248

3 Payment Terms

On approved credit, payment terms are net 30 days from customer receipt of invoice. Please see the invoicing schedule in the price section.

4 Proposal Validity

Prices quoted and proposal terms are valid up to thirty (30) days after the date of issue of this proposal unless confirmed with a purchase order.

5 Purchase Order Guidelines

Please confirm that your purchase order has covered the following points. This will ensure accurate and prompt order entry, product delivery, invoicing and accounts receivables processing and will prevent administrative delays for all parties.

- **Documentation – Our strong preference is to receive a hard or digital copy of your purchase order (PO) rather than a PO number alone. Your PO can be sent by email to *mmindserv@earthlink.net*. If you are not able to provide a PO, please contact us for alternatives.**
- **Quotation Number – Please reference the quotation number in your PO.**
- **Product – Please note which product(s) you wish to purchase along with the quoted price, particularly if quantities or scope differ from the quotation.**
- **Taxes – Please provide any required tax exemption certificates. Please indicate if taxes have been added in your PO.**
- **Payment Terms – Please acknowledge the payment terms included with the quotation.**
- **Bill-to Address – Please include contact information for your accounts payable.**
- **Ship-to Address – Please clearly define the delivery location and the receiver's email & telephone. Please specify receiving hours and any special off-loading requirements.**
- **Delivery Date – Please include your requested delivery date.**

8 Signed Agreement

Through the issue of this proposal, M&M signals their intent to enter into an agreement with City of Sherman. City of Sherman and M&M acknowledge that they have read and understood this agreement and agree to be bound by the terms and conditions specified in it.

Offered by Legal Entity:	M&M Industrial Control Services Inc., also known as M&M or Seller	**Accepted by Legal Entity:**	City of Sherman also known as Buyer
		Authorized Signature by:	
		Title:	
		Signature Date:	
		Signature:	x
		Purchase Order No:	

Upon acceptance of this proposal, please forward the following either

• by email with .pdf attachments or • by postal mail or • by fax.

1) this signature page completed to:

2) a hard copy of your purchase order, and

3) any required tax exemption certificates

mmindserv@earthlink.net
or
M&M Industrial Control Services Inc.
2903 Edgewood Drive
Sugar Land, TX 77479
or
fax no.: 281 980 7501

This agreement comes into force when M&M has issued a formal acceptance of City of Sherman's Purchase order or formal acceptance of this City of Sherman signed agreement.

AGREEMENT FOR EDR CONTROL SYSTEM UPGRADES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and **M&M Industrial Control Services, Inc.**, a Texas corporation ("Contractor"), hereby enter into this Agreement for EDR Control System Upgrades ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Sherman contacted Contractor, seeking EDR Control System Upgrades: Control Panels and SCADA system and services for City's water treatment plant; and

WHEREAS, Contractor provided a proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Proposal"), seeking to provide such materials and services; and

WHEREAS, based on Contractor's representations, including those representations set forth in the Proposal, Sherman has selected Contractor to provide the materials and services as described in the Proposal under the terms and conditions of this Agreement (the "Project"); and

WHEREAS, the parties agree that the City is exempt from competitive bidding requirements in connection with this Agreement and the Project pursuant to Section 252.022 of the Texas Local Government Code, including but not limited to subsections (a)(2) and (a)(7) of that statute.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services, equipment, supplies and deliverables that are described in the Proposal on the terms and conditions set forth in the Agreement Documents (as defined below), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   All Services in connection with this Project must be completed, inspected and accepted by City within 400 days of City issuing a written notice to proceed to the Contractor. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to City's satisfaction.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the pricing terms of the Proposal attached as Exhibit A. To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas

Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of an invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Proposal, attached hereto as Exhibit A;

C. City's Insurance Requirements, attached hereto as Exhibit B;

D. Affidavit of No Prohibited Interested, attached hereto as Exhibit C; and

E. Conflict of Interest Questionnaire, attached hereto as Exhibit D.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C and Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D and Exhibit A shall prevail in that order.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit B.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (~~INCLUDING LOSS OF USE~~), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY

RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns

when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: M&M Industrial Control Services, Inc.
Attn: _____
2903 Edgewood Drive
Sugar Land, Texas 77479
Telephone: _____
Email: mmindserv@earthlink.net

If to City, to: City of Sherman
Attn: Clint Philpott, P.E.
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7203
Email: clintp@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

30. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of

this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

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

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

City of Sherman, Texas,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Ryan D. Pittman, City Attorney

M&M Industrial Control Services, Inc.
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A
Proposal

[___ pages attached hereto]

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $2,000,000.00 each occurrence; ▪ Minimum $4,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $2,000,000.00 each occurrence; ▪ Minimum $4,000,000.00 in the aggregate.

___	4. Professional Liability	▪ Minimum $2,000,000.00 each claim; ▪ Minimum $4,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 4,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit C
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2023.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2023.

_____
Notary Public in and for the State of _____
My commission expires: _____

Exhibit D

Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 7.**

Meeting Date: 10/16/2023
Prepared By: Shawn Hackworth, IT Manager
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7189
Authorizing the Purchase of a Tait Trunking Radio System for the City of Sherman from Stolz Telecom Under BuyBoard Contract Number 696-23/H-GACRA05-21

Issue:

To consider approval of a resolution to purchase a Trunking Radio System for use by Public Safety.

Background:

The requested purchase is to improve the City of Sherman's Public Safety radio communication system. The trunking system offers features and services that the City's current radio system cannot offer, including increased channel capacity and security. City staff have researched alternatives from several manufacturers and have determined that purchasing the Tait Radio system to be the best value for the city.

Origination:

Information Technology Department

Financial Consideration:

The trunking system will be purchased from Stolz for $3,215,924.60 under Buyboard Contract 696-23/H-GACRA05-21. Funding for this purchase was provided by the 2023 Certificates of Obligation.

Staff Recommendation:

It is recommended that staff be authorized to purchase the trunk radio system under Buyboard Contract 696-23/H-GACRA05-21

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7189
Stolz Quote

RESOLUTION NO. 7189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A TAIT TRUNKING RADIO SYSTEM FOR THE CITY OF SHERMAN PUBLIC SAFETY FROM STOLZ UNDER BUYBOARD CONTRACT NUMBER 696-23/H-GACRA05-21; 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 Stolz, a Tait radio trunking system at a total price of Three Million, Two Hundred Fifteen Thousand, Nine Hundred Twenty-four Dollars and Sixty cents ($3,215,924.60). 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 16th day of October 2023.

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

Stolz Telecom

Quote

 # EST-005392

Bill To
City of Sherman
220 W Mulberry Street
Sherman, Texas 75090
United States

Ship To
220 W Mulberry Street
Sherman, Texas 75090
United States

Estimate Date : May 26, 2023
Expiration Date : September 30, 2023
Reference# : Multi-Site P25 Phase 2 Simulcast System
Salesperson : Matt
Contract : BuyBoard 696-23/H-GAC RA05-21
Delivery Preference: Field Service

#	Item & Description	Qty	Rate	Amount
1	Est-005392 | City of Sherman | P25 Phase 2 System Multi-Site Simulcast	1.00	0.00	0.00
	Tait 3 site P25 Phase 2 Infrastructure			
2	TN9400-2001-0000-0000-10 P25 RFSS - High Level Kontron CG2300 AC	2.00	18,143.32	36,286.64
3	TNAS500 License P25 Trunked - RFSS Controller	1.00	29,222.60	29,222.60
4	TNAS501 License P25 Trunked - RFSS Controller High Availability	1.00	14,611.30	14,611.30
5	TNAS502 License P25 Trunked - RFSS Enable IP & OTAP	1.00	674.88	674.88
6	TNAS505 License P25 Trunked - CSSI Console System	1.00	7,812.92	7,812.92
7	TNAS506 License P25 Trunked - CSSI Voice Recorder	1.00	2,325.82	2,325.82
8	TNAS507 License P25 Trunked - ISSI Intra 16Key	1.00	10,281.56	10,281.56
9	TNAS510 License P25 Trunked - Site Controller Phase 1	1.00	13,765.48	13,765.48
10	TNAS512 License P25 Trunked - Site Controller High Availability	1.00	4,869.94	4,869.94

#	Item & Description	Qty	Rate	Amount
11	TNAS513 License P25 Trunked - Site Controller Phase2 Support	1.00	6,883.48	6,883.48
12	TNAS516 License P25 Trunked - 16Key Transceiver Resource	20.00	2,231.84	44,636.80
13	TEFC120 P25 Cloud Licence OTAP Tait EnableFleet 100 Devices	2.00	792.00	1,584.00
14	TT0006-0001 Cisco Router 881 AC Sec	1.00	2,676.00	2,676.00
15	TN9121-0000-10 KMF Server Package AC	1.00	71,046.66	71,046.66
16	TKAS102 KMF SFE Key - 151-1000 Subscriber Units	1.00	16,539.00	16,539.00
17	TPA-SV-020 TP/M9100 TP/M9400 TB9100 Encryption capable Motorola KVL Adaptor	1.00	574.24	574.24
Voting Sites				
18	TN9400-3001-0000-0000-10 P25 SC - High Level Kontron CG2300 AC	2.00	14,521.02	29,042.04
19	TB9435S-100T TB9400 Single 100Watts Chassis Assembly	20.00	1,040.44	20,808.80
20	T01-01121-NBAA-A TB94 Linear PA 762-870MHz 100Watts	20.00	1,847.78	36,955.60
21	TBA30A0-0100 TB8000/9000 Power Management Unit AC aux12	20.00	1,537.72	30,754.40
22	219-01561-00 Cable cord 2m USA IEC blk	20.00	10.36	207.20
23	T01-01103-NAAA TB9400 P25 Reciter 762-870MHz	20.00	2,100.86	42,017.20
24	TBAS050 SFE Key - P25 Common Air Interface (CAI) (TB91/94)	20.00	5,250.30	105,006.00
25	TBAS056 SFE Key - P25 Trunking Operation (TB91/94)	20.00	4,384.50	87,690.00
26	TBAS061 SFE Key - Central Voter (TB91/94)	10.00	3,928.66	39,286.60
27	TBAS062 SFE Key - Simulcast Enable (TB91/94)	20.00	3,850.22	77,004.40

#	Item & Description	Qty	Rate	Amount
28	TBAS063 SFE Key - Failsoft for P25 Trunking (TB91/94)	20.00	413.66	8,273.20
29	TBAS065 P25 Linear Simulcast Modulation (LSM)	20.00	1,111.48	22,229.60
30	TBAS066 P25 Trunking Phase 2 Operation	20.00	1,096.68	21,933.60
31	TBAS069 P25 Simulcast Enable Phase 2	20.00	1,111.48	22,229.60
32	TBAS071 IP Networking Satellite	15.00	619.38	9,290.70
33	950-00005-09 Spectracom Master Os SecureSync 213,00,00,00,00,00,00	4.00	12,114.88	48,459.52
34	950-00005-21 8230 Spectracom GPS Antenna	4.00	667.94	2,671.76
35	950-00001-19 86672 LMR-600 1/2" Foam Cable - Stand. w/ Foam Dielectric	200.00	4.46	892.00
36	950-00001-43 411476 Cold Shrink Tubing/WeatherProofing Kit (921226-001)	16.00	52.04	832.64
37	950-00058-06 313411 GRND KIT 1 Commscope SG12-12B2U	4.00	33.68	134.72
38	NetClock Opt 05 Oven controlled Crystal Oscillator (OCXO) Delivered in 19" wide 1U NetClock unit. Includes rack mounting ears. Provides up to 1 month of holdover in the event the GPS signal is unavailable.	4.00	1,250.00	5,000.00
39	950-10015-67 475433 N Male EZ for LMR-600	16.00	33.68	538.88
	Site Infrastructure Equipment			
40	SINSC49C-HWBLDF(D00) 746-960MHz 11.5dB HD Low PIM Omni Antenna, DIN Female	8.00	5,185.00	41,480.00
41	RFS716M-LCF12-D01 OMNI FIT™ Premium 7/16 DIN Male for 1/2" Coaxial Cable	16.00	32.08	513.28
42	RFS716F-LCF158-D01K 7/16 DIN Female OMNI FIT™ Premium for 1-5/8" Coaxial Cable	8.00	126.34	1,010.72
43	RFSNM-LCF12-D01 OMNI FIT N-Male Connector for 1/2" LCF12-50J Cable	28.00	32.13	899.64

#	Item & Description	Qty	Rate	Amount
44	RFSNF-LCF12-D01 OMNI FIT™ Premium N-Female for 1/2" Coaxial Cable	4.00	28.00	112.00
45	AND24312A Lace Up Hoisting Grip for 1-5/8" Coax	16.00	37.21	595.36
46	AND43094 Lace Up Hoisting Grip for 1/2" Coax	8.00	22.38	179.04
47	INF37NRPSG Light Duty 3/8" Pin Shackle Galvanized	24.00	9.16	219.84
48	ANDCSG158-12B2U 1-5/8" Corrugated/Smoothwall Snap-On Ground Kit,45" Lead,Loose 2-H Lg	24.00	52.06	1,249.44
49	ANDSG12-12B2U 1/2" Corrugated/Smoothwall Coax Snap-On Ground Kit, 4' Lead, Unattached 2-Hole Lug	12.00	25.60	307.20
50	AND294572 I-Line Angle Adapter Kit Stainless Steel with 3/8" Tapped Holes	4.00	52.77	211.08
51	AND221213 Weatherproofing Kit for Connectors and Splices, Includes Butyl and Tape	16.00	23.64	378.24
52	ANDUGBKIT-0210 1/4"x 2"x 10" Universal Copper Ground Buss Bar, 2 x 10 Holes, with Hardware	8.00	56.87	454.96
53	AND48939A-4 5" Cable Boot w/1-Hole for 1-5/8" Coax	8.00	49.25	394.00
54	AND252147-4 I-Line 4" Cable Boot with 4-Holes for 1/2" Foam Coax	4.00	22.06	88.24
55	POLTSX-DFM-BF .698-2.7 GHz Low PIM DC Block Coax Prot, DIN-F/DIN-M w/Brkt	4.00	208.98	835.92
56	POLDGXZ+15NFNF-A .8-2.5GHz +15Vdc Dual Path RF Pass Prot, N-Fem(Surge/Equip)	4.00	183.98	735.92
57	POLIS-50NX-C2-MA 125-1000 MHz Flange Mount Coax Protector, N(F) Eq-N(M) Ant	4.00	91.98	367.92
58	RGBVKIT145872A 1/4" x 5/8" x 72" Vertical Mount Ground Bar	8.00	178.82	1,430.56
59	RFSNM-LCF158-D01K N-Male OMNI FIT™ Premium for 1-5/8" Coaxial Cable	4.00	155.46	621.84
60	RFS716M-LCF158-D01K 7/16 DIN Male OMNI FIT™ Premium for 1-5/8" Coaxial Cable	4.00	126.36	505.44

#	Item & Description	Qty	Rate	Amount
61	RFS716F-LCF12-D01 Conn, OmniFit Premium 7/16 DIN Female for 1/2" Coaxial Cable	4.00	27.98	111.92
62	RFS716MR-LCF12-D01 OMNI FIT Premium 7/16 DIN Male R/A for 1/2" Coaxial Cable	4.00	73.31	293.24
63	RFSNMR-LCF12-D01 Right Angle OMNI FIT™ N-Male for 1/2" Coaxial Cable	64.00	43.64	2,792.96
64	EZ-400-BM-RA-X EZ BNC/M Right Angle Crimp No-Braid Trim	32.00	19.50	624.00
65	EZ-400-BM-X BNC Male (plug) crimp connector	32.00	18.59	594.88
66	R/FRFB1130 T- Adapter, 2x BNC Female 1x BNC Male; N,G,T	32.00	11.33	362.56
67	R/FRFB1150 1/2W, 1.5 GHz BNC Male Termination 50 Ohm, N,G,D	4.00	5.97	23.88
68	RFB-1110-C1 BNC Male-Right Angle/RG142	72.00	13.02	937.44
69	83242 0011000 RG142B/U Teflon Plenum Cable	60.00	11.28	676.80
70	TIMLMR-400/1 3/8" Braided Flexible Foam Dielectric 50 Ohm Coax Cable	170.00	1.62	275.40
71	MISRS1215-20 Power Strip 19" Rack 6/6 1RU Front/Rear Outlets 20A	16.00	154.56	2,472.96
72	BUDSA-1749-BT 10"(D) x 5.25"(H) 19" Rack Black Ventilated Equip Shelf	4.00	103.21	412.84
73	9PXM12S20K 9PXM 20kVA/18kW UPS 120/240 or 120/208 Single Phase 3 Wire + Gnd. Input/Output Hard Wired Input/Output Modular Design 12 Slot Enclosure Qty. (5) Power Modules (4kVA Each) Qty. (10) Battery Modules 6 Minutes of Battery Runtime @ 18kW Two Year Parts and 90 Day Labor Warranty (Additional Warranty Plans Available) UPS Dims: 36.5” H x 17.5” W x 34.5” D	4.00	37,754.00	151,016.00
74	9PXMRK2 9PXM Chassis Rack Mount Kit	4.00	547.00	2,188.00

#	Item & Description	Qty	Rate	Amount
75	BPM125HW Maintenance Bypass Switch Dims: 17.3” H x 25.6” W x 5.1” D, Weight: 35 lbs.	4.00	2,228.02	8,912.08
76	INDGW-M2 Eaton Industrial Gateway Card Mini-Slot for UPS	4.00	512.00	2,048.00
77	9RK Bypass Power Module Rack Mount Kit	4.00	115.48	461.92
78	CP02261 700 MHz, AC, 4 ch., Includes integrated, frequency selective digital power monitor, 150 Khz spacing	4.00	11,467.30	45,869.20
79	CP01242 700 MHz 4 ch Expansion, 150 kHz	4.00	9,623.61	38,494.44
80	CP00930 RMC 7/800 MHz, AC, 17 MHz.	4.00	3,845.86	15,383.44
81	CP00732 TTA 799-816 MHz.	4.00	3,792.10	15,168.40
82	USW-24-POE Ubiquiti Networks UniFi Switch 24 PoE	10.00	379.00	3,790.00
83	RFSLCF158-50JA-A7 1-5/8" CELLFLEX Low-Loss Foam Coax Cable	1,200.00	18.91	22,692.00
84	RFSLCF12-50J-P7 1/2" CELLFLEX Low Loss Foam Coaxial Cable	600.00	4.33	2,598.00
85	ANDSSH-158 Stackable Snap-In Hanger Kit for 1-5/8" HELIAX Cable, 10/Pkg	24.00	28.88	693.12
86	ANDSSH-12 Stackable Snap-In Hanger Kit for 1/2" HELIAX Cable, 10/Pkg	24.00	23.06	553.44
87	MX85-HW Cisco Meraki MX MX85 - security appliance - cloud-managed	1.00	2,951.30	2,951.30
88	LIC-MX85-ENT-5Y Cisco Meraki Enterprise - subscription license (5 years) + Support - 1 license	1.00	4,599.04	4,599.04
	Outdoor cabinet			
89	2OD-78DDXC •78"H X 59"W X 42"D DOUBLE BAY OUTDOOR ENCLOSURE •4 SETS OF REVERSIBLE 19" OR 23" EIA RACKING RAILS •2 SETS PER BAY, 42 RU's PER RAIL, 168 RU's TOTAL •RAILS TO BE MADE WITH .160 ALUMINUM •2 FRONT AND 2 REAR DOORS •3 POINT LOCKING SYSTEM	3.00	14,776.00	44,328.00

#	Item & Description	Qty	Rate	Amount
	•8 STANDARD LIFTING HOOKS •HEAVY DUTY DOOR WINDLOCKS •TEXTURED CREAM PAINT •.125" ALUMINUM CONSTRUCTION •NEMA 3R/4X CLASS 250 •ONE REMOVABLE FILTER PANEL PER DOOR ALL TO HAVE EXTRA CENTER DIVIDER BRACKETS ALL DOORS TO BE MADE OF .160 WITH 3/16 STAINLESS STEEL HINGES ALL R-NUTS TO THREADED FOR 3/8" BOLT ALL DOOR SCREWS TO BE 10/32 MINIMUM ALL TO HAVE A SET OF 4 PAD MOUNTING FEET			
90	LC-200 8 Space Siemens Load Center with 200 Main Breaker 2 Populated 4-Square Outlets Each on their own 20 Amp breaker	3.00	975.00	2,925.00
91	MT-FD-LAPTOP FOLD DOWN LAPTOP TRAY PAINTED CREAM DR-00946 NOTE: INSTALLED ON FRONT DOOR (PER DR-00946 REV C)	3.00	165.10	495.30
92	ZZ-LEDLIGHTBAR LED LIGHTBAR CORD AND DAISY CHAIN INCLUDED. NOTE: INSTALLED OVER FRONT DOOR - MRP	12.00	122.20	1,466.40
93	ACP-8000-N36-220 8,000 BTU PENTAIR AIR CONDITIONER UNIT 36"H x 11.5"W x 14"D 1300 WATTS OF HEAT 230 VOLT,106 LBS, 50/60Hz, UL/CUL, CE 2 YEAR MANUFACTURER'S WARRANTY •1st YEAR PARTS AND LABOR •2nd YEAR PARTS	6.00	6,116.40	36,698.40
94	ZZ-SEF Single Waveguide Entry Port W/4" Opening 7"H X 7"W X 1.5" D	12.00	152.10	1,825.20
95	ZP-NDCPP OD DOOR LOUVER COVER PLATE, PAINTED CREAM, FOR THE 3 LOUVER SET UP	12.00	119.00	1,428.00
96	2OD-INS ½" insulation for 2OD series enclosures, installed w/ enclosure	3.00	557.70	1,673.10
Services				
97	ST ETL Electronics Technician Labor	475.00	125.00	59,375.00
98	ST PM Project Management	1.00	23,000.00	23,000.00

#	Item & Description	Qty	Rate	Amount
99	ST EL External Labor Tower Crew \ Site install for four water tower sites	1.00	102,340.00	102,340.00
100	ST EL External Labor Electician work for Site setup	3.00	27,500.00	82,500.00
101	ST EL External Labor Site Prep work / concrete work	3.00	32,500.00	97,500.00
102	ST ETL Electronics Technician Labor Template Creation Fee	3.00	1,750.00	5,250.00
103	ST TRP Trunked Radio Programming	200.00	55.00	11,000.00
104	ST SA1Y 24/7/365 Service Agreement - Per Year	4.00	6,000.00	24,000.00
105	SRVADV-INF-TAM-1 Infrastructure 1 Yr Service Advantage	1.00	39,848.82	39,848.82
106	EPW-INF-TAM-1 Extended Warranty TAM Infrastructure 1Yr	1.00	7,969.76	7,969.76
Microwave Backhaul				
107	CN-CG2X SkyLink CG2X GigE Wideband Enabled IDU (Payload Capacity Key Required)	10.00	3,100.00	31,000.00
108	CN-CG2X-BW-02 SkyLink CG2X IDU Initial Payload Capacity: Up to 250 Mbps	10.00	1,500.00	15,000.00
109	CN-CG2X-OPTION-DUAL Dual RF Channel Modes: Protection 1+1, Aggregation 2+0, Star 1+0, Split 2+2, XPIC	10.00	500.00	5,000.00
110	H110490AN-0H513-D0 ODU: 11G Wideband, T-R 490/500, G4, Band A, Tx Low (10700 - 10961 MHz), WR	10.00	4,186.00	41,860.00
111	H110490AP-0H513-D0 ODU: 11G Wideband, T-R 490/500, G4, Band A, Tx High (11200 - 11461 MHz), WR	10.00	4,186.00	41,860.00
112	7411912 2', 11 GHz High Performance Antenna, Single Pol, Direct ODU Mount, Rectangular - CAT B	10.00	850.00	8,500.00

#	Item & Description	Qty	Rate	Amount
113	AON11188 SkyLink ODU 1+1 HSB Coupler, 11 GHz, 1.9/6 dB, Direct Mount, Rectangular	10.00	2,000.00	20,000.00
114	BGXZ-60NFNM-ALT PolyPhaser surge arrestor, Type N M-F, SkyLink system compatible	20.00	300.00	6,000.00
115	BGXZ-60NFNF-ALT PolyPhaser surge arrestor, Type N F-F, SkyLink system compatible	20.00	300.00	6,000.00
116	FCF Frequency Coordination Fee	1.00	8,200.00	8,200.00
117	TIMEZ-400-NF-X N-Female Jack Crimp Connector for LMR400, Non-Solder Pin	20.00	12.10	242.00
118	TIMLMR-400/1 3/8" Braided Flexible Foam Dielectric 50 Ohm Coax Cable	1,800.00	1.50	2,700.00
119	TIMEZ-400-NMH-X Connector, N-Male Crimp Hex/Knurled Nut for LMR400, Non-Solder Pin	40.00	15.62	624.80
120	TIMGK-S400TT Standard Tinned Ground Kit for LMR400 2-Hole Lug 3Ft Lead	20.00	33.03	660.60
121	NDR240-48 -48 VDC/240 Watts supply, 110 VAC input, DIN rail mount, 3' AC cord & 6' DC hook up wire	10.00	235.71	2,357.10
122	400ss-a LMR400 Snap-In Hanger	54.00	52.80	2,851.20
	Microwave Spares			
123	CN-CG2X SkyLink CG2X GigE Wideband Enabled IDU (Payload Capacity Key Required)	2.00	3,100.00	6,200.00
124	CN-CG2X-BW-02 SkyLink CG2X IDU Initial Payload Capacity: Up to 250 Mbps	2.00	1,500.00	3,000.00
125	CN-CG2X-OPTION-DUAL Dual RF Channel Modes: Protection 1+1, Aggregation 2+0, Star 1+0, Split 2+2, XPIC	2.00	500.00	1,000.00
126	H110490AN-0H513-D0 ODU: 11G Wideband, T-R 490/500, G4, Band A, Tx Low (10700 - 10961 MHz), WR	1.00	4,186.00	4,186.00
127	H110490AP-0H513-D0 ODU: 11G Wideband, T-R 490/500, G4, Band A, Tx High (11200 - 11461 MHz), WR	1.00	4,186.00	4,186.00
128	BGXZ-60NFNM-ALT PolyPhaser surge arrestor, Type N M-F, SkyLink system compatible	2.00	300.00	600.00

#	Item & Description	Qty	Rate	Amount
129	BGXZ-60NFNF-ALT PolyPhaser surge arrestor, Type N F-F, SkyLink system compatible	2.00	300.00	600.00
130	NDR240-48 -48 VDC/240 Watts supply, 110 VAC input, DIN rail mount, 3' AC cord & 6' DC hook up wire	2.00	235.71	471.42
	Zetron Workstation Equipment			
131	905-0581 MAX Standard Workstation Bundle Position: 1 Operator Workstation PC, 1 Media Dock, 2 Speakers & power supply Licenses: Sold Separately Requires: 1 930-0240 MAX Dispatch Base Software License All manuals are included in soft copy format with the MAX Software	6.00	8,114.40	48,686.40
132	415-0219-1 Zetron Mouse Pad	6.00	0.00	0.00
133	416-0012 AC Power Cord	6.00	0.00	0.00
134	421-0286 Speaker Label Set	6.00	0.00	0.00
135	709-0170-10F 10 ft Shielded Cat5e Cable for Speakers	6.00	0.00	0.00
136	802-0692 Power Supply, Desktop 60W	6.00	0.00	0.00
137	802-0756 Optical Mouse, Waterproof Antimicrobial	6.00	0.00	0.00
138	802-5086 Computer, DELL Optiplex XE4 SFF	6.00	0.00	0.00
139	901-9691 Media Dock XS	6.00	0.00	0.00
140	950-1200 Media Dock XS Under Desk Top Mounting Kit	6.00	0.00	0.00
141	950-1405 Amplified 5W Speaker V2 Assembly Shielded CAT5e cable sold separately	12.00	0.00	0.00
142	930-0224 Tone Signaling/Paging Feature Set Includes: Manual paging operation, instant call & stacked paging, 2-tone 100, 1000,& Custom Calls (Mot &GE), Quick Call (2+2), DTMF, Knox.	6.00	1,789.20	10,735.20

#	Item & Description	Qty	Rate	Amount
143	930-0225 Event Replay Short term audio playback at the console position	6.00	2,027.70	12,166.20
144	950-1363 Multi-Function Button Kit Contains API documentation for developing 3rd party applications to control the MAX Dispatch console. A Protocol License Agreement is required to obtain the documentation. (1 per Position)	6.00	1,693.80	10,162.80
145	930-0240 MAX Dispatch Base Software License	6.00	5,557.50	33,345.00
146	957-0003 Wireless Headset Adapter, Noise Canceling, US Only *US Only*	9.00	1,352.00	12,168.00
147	802-0115 Headset Top, Noise Cancelling	12.00	165.00	1,980.00
148	950-1077 Dual Prong Headset Jackbox Option; Dual Volume Control Needed for TRHI functionality	6.00	940.50	5,643.00
149	901-9731 Desktop Microphone XLR, with 6' RJ45 to RJ45 Cable	6.00	1,305.00	7,830.00
150	950-9102 Footswitch, Single w/ 10' cable	6.00	286.30	1,717.80
151	802-2311 23" Widescreen LCD Monitor Supports up to 1920x1080 resolution.	6.00	358.00	2,148.00
Max-D Infrastructure				
152	901-9675 MAX Radio Gateway Conventional (DB15) Hardware This hardware variant is used when the radio is co-located with the MAX Radio Gateway and the cable can run directly from the unit to the radio itself. This device supports 2 radio connections. Includes one 10' shielded Cat 5e cable.	4.00	4,340.70	17,362.80
153	930-0441 MAX Radio Gateway TAIT CCDI License	8.00	381.60	3,052.80
154	709-8123-10F TAIT TM9300/9400/9155 Interface Cable (10ft)	6.00	143.10	858.60
155	901-9740 MAX Central MAX Central is the hardware platform that hosts the MAX Manager, Telephony Gateway, IP Voice Logger Gateway, and the Aux I/O Gateway. Includes five 10' shielded Cat 5e cables.	3.00	4,340.70	13,022.10

#	Item & Description	Qty	Rate	Amount
156	930-0231 Z-Node Manager At least 1 Z-Node Manager is required for each system.	2.00	3,697.20	7,394.40
157	930-0221 Block of 10 Radio Channel Licenses	1.00	739.80	739.80
158	395-0135 MAX Dispatch Software	1.00	115.00	115.00
159	931-0001 MAX Infrastructure Gateway - P25 CSSI License - Includes AES Encryption (1 per System)	1.00	3,148.20	3,148.20
160	931-0002 P25 TalkPath CSSI AES Encryption License (per Talkpath)	15.00	2,027.70	30,415.50
161	930-0349 MAX Dispatch P25 10 TalkPath CSSI License	1.00	24,136.20	24,136.20
162	930-0348 MAX Dispatch P25 5 TalkPath CSSI License	1.00	12,569.40	12,569.40
163	802-5073 Server, Rack Mount, No OS, RAID1, 16G DDR	1.00	3,300.00	3,300.00
164	930-0347 MAX Dispatch Infrastructure GW - P25 CSSI (1 per System)	1.00	6,201.00	6,201.00
165	950-1142 Redundant 12VDC Power System - Up to 20 devices This is a redundant power supply that can support up to 20 MAX Dispatch devices. Includes 19" rack mount enclosure.	1.00	2,981.70	2,981.70
166	950-1134 12VDC Power Distribution Panel Can support up to 40 MAX Dispatch devices. Fuses not included.	1.00	549.00	549.00
167	416-0043 Fuse, 3 Amp	27.00	27.00	729.00
168	950-1462 MAX Disp 48-Port (Non-POE) Managed Gigabit Switch	2.00	1,350.00	2,700.00
169	395-0090 MAX Dispatch Manual Set This CD includes the complete suite of MAX Dispatch Manuals.	1.00	28.80	28.80
170	950-0588 Dual Unit Rack Mount Option	5.00	215.10	1,075.50

#	Item & Description	Qty	Rate	Amount
171	950-0589 Single Unit Rack Mount Option	1.00	135.00	135.00
172	T02-00071-AAAB TM9400 Large Control Head Local Black	6.00	196.84	1,181.04
173	TM9400K5CA-T 762-870MHz BNC 35Watts Body ExtAlm Only	4.00	854.70	3,418.80
174	TM9400B1CA-T 136-174MHz BNC 50Watts Body ExtAlm Only	2.00	854.70	1,709.40
175	T02-00026-2001 Kit Mobile Mount U-Cradle	6.00	17.02	102.12
176	T02-00026-1004 Kit Mobile Cable Mini UHF 30-50Watts	6.00	54.76	328.56
177	TMAS152 SFE Key - P25 Trunking Services Phase 2. Includes TMAS050, TMAS055, TMAS091, TMAS100	4.00	960.52	3,842.08
178	TMAS050 SFE Key - P25 Conventional (CAI included) (No Prerequisite)	2.00	216.08	432.16
179	TMAS157 SFE-Key-P25 Security Bundle	4.00	917.60	3,670.40
180	TMAS060 SFE Key - CCDI-Tait Radio API (No Prerequisite)	6.00	111.00	666.00
181	ST CM Consumable Materials	6.00	45.00	270.00
182	BUDRR-1369-BT Open Relay Rack 77" x 19", Black Finish	2.00	689.74	1,379.48
183	TIMLMR-400/1 3/8" Braided Flexible Foam Dielectric 50 Ohm Coax Cable	55.00	1.50	82.50
184	POLIS-50NX-C2-MA 125-1000 MHz Flange Mount Coax Protector, N(F) Eq-N(M) Ant	2.00	91.98	183.96
185	TIMEZ-400-NMH-X Connector, N-Male Crimp Hex/Knurled Nut for LMR400, Non-Solder Pin	8.00	15.62	124.96
186	TIMEZ-400-BMRA-X Conn, BNC-Male Crimp Rt Angle Non-Solder Pin, No Braid Trim	6.00	18.84	113.04
187	DURRM7512M SWITCHING POWER SUPPLY,13.8VDC 54 AMP CONTIN, 75 AMP PEAK	1.00	615.00	615.00

#	Item & Description	Qty	Rate	Amount
188	DURDBRM-10-75 10 Position Distribution Panel	1.00	146.50	146.50
189	SMART1500RM2UN Tripp Lite 1500VA UPS Smart Sine Wave AVR w WEBCARDLX 2URM	1.00	1,410.38	1,410.38
190	XMP-0344-OSO MAX-PSP On-Site Operator Training, Per Day Price is Per Day, is for North America Only and with 3 weeks Advance Notice	2.00	2,825.00	5,650.00
191	XMP-0344-BAS MAX-PSP Base Service Plan 1 year Software Services, 1 years Hardware Services, 1 year of Advance Hardware replacement, Operator web training (2-4 hr sessions) and 1 year membership in the Zetron MAX Users Group	6.00	0.00	0.00
192	XMP-0344-RCS MAX-PSP Remote Configuration Services Systems & CSSI Assistance in the initial configuration of a system – up to 32 hours scheduled	1.00	5,380.00	5,380.00
193	ST SA1Y 24/7/365 Service Agreement - Per Year	1.00	18,000.00	18,000.00
194	ST ETL Electronics Technician Labor	125.00	125.00	15,625.00
	Eventide Voice Logger			
195	NexLog740DX NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates	1.00	8,640.00	8,640.00
196	324430 Rack Mt Slides - 4 Post, 3U (for NexLog 740)	1.00	324.00	324.00
197	DXANA8 8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses (For use in DX-Series Recorders only)	1.00	2,880.00	2,880.00
198	264242-007 23 ft. Cable for Analog or Digital PBX card:	1.00	111.60	111.60
199	271140 Eventide Interface license (audio) for Motorola VESTA 911 (and Motorola CallWorks) IP/SPAN Recording	1.00	2,950.00	2,950.00

#	Item & Description	Qty	Rate	Amount
200	271052 Internal IP Recorder with First 8 G.711 Channels	1.00	3,780.00	3,780.00
201	DX939 DX Series 8 Channel VoIP Add-On	2.00	1,728.00	3,456.00
202	271083 8 pack MediaWorks PLUS web concurrent 1 license [About MediaWorks PLUS: Advanced browser-based HTML5 interface for Search, Replay, Incident Reconstruction, Incident Export, Live Monitoring, Instant Recall and more]	1.00	981.00	981.00
203	209214 Integrations to Tait P25 trunked system via ISSI	1.00	8,820.00	8,820.00
204	271167 Pack and Go Feature - For Export of Incident along with Packaged Windows-installable Player	1.00	531.00	531.00
205	209215 OTAR Integration to Tait KMF	1.00	18,000.00	18,000.00
206	115015 Mandatory Remote Install Prep for P25 or TETRA; (Non-Discountable)	1.00	3,500.00	3,500.00
207	DXSUS-12MO Software Update Subscription (DXSUS): First 12 Months is included. After the first 12 Months, each 12-Months Subscription Price is 3% of Total List Price (Non-Discountable)	1.00	0.00	0.00
208	ST ETL Electronics Technician Labor	24.00	125.00	3,000.00
Tait TM9855 | P25 Phase 2 | VHF + 7/800MHz Portable Radio				
209	TP9855N0BC-T P25 4Key VHF/UHF/700-800MHz Radio Body Only - Black	116.00	1,464.46	169,877.36
210	TPA-AN-051 TP98 Multi Ant 136-870MHz	116.00	88.80	10,300.80
211	TPAS133 SFE Key - Dual Band	116.00	370.00	42,920.00
212	TPAS152 SFE Key - P25 Trunking Services Phase 2-Includes TPAS050, TPAS055, TPAS091, TPAS100	116.00	1,041.18	120,776.88
213	TPAS157 SFE-Key-P25 Security Bundle (94/96)	116.00	917.60	106,441.60
214	T03-00011-EAAA TP9 Battery High Capacity Li-Ion 3300mAh	116.00	102.86	11,931.76

#	Item & Description	Qty	Rate	Amount
215	TPA-CA-201 TP8/9 Belt Clip 55mm	116.00	9.62	1,115.92
	Portable Radio Accessories			
216	T03-00012-AEAA TP81/93/94 Charger Single Fast Li-Ion US/CAN Plug Pack	116.00	101.00	11,716.00
217	APTT2 AINA Voice Responder Bluetooth PTT Speaker-Microphone Gen2	106.00	219.00	23,214.00
218	ADC1 AINA Desktop Cradle Charger	106.00	71.10	7,536.60
	Tait TM9400 | P25 Phase 2 | VHF+ 7/800MHz Mobile Radio			
219	TM9456-ZPDA-AABG-2C23-BW Conv/Trk Ph2 VHF/762-870M 35W MUHF Dbdy Mic DUCrdl 6m E-Spkr APC	34.00	5,299.58	180,185.72
220	TMAS157 SFE-Key-P25 Security Bundle	34.00	917.60	31,198.40
	Mobile Radio Accessories			
221	R/FRFU600-6 Connector, 3-pc Mini UHF Male Crimp for LMR195 RG58, 400	68.00	5.02	341.36
222	MXRNMO58AU-NC 3/4" Hole NMO Brass Mnt w/Gold Pin, 17' RG58A/U & No Conn	34.00	22.84	776.56
223	MXRBMAX7603S 760-870 MHz 3dB Open Coil Black Mobile Antenna w/Spring	34.00	49.62	1,687.08
224	MXRMWV1322S 132-174 MH 2.4 dB Wide Band Antenna, Chrome Coil w/Spring	34.00	75.50	2,567.00
225	SRVADV-P25-TWW-3 Service Advantage P25 3 Yr Term w/warranty	150.00	89.10	13,365.00
226	ST CM Consumable Materials	34.00	45.00	1,530.00
227	ST UTL-TX Upfit Technician Labor	136.00	90.00	12,240.00
228	LIB4_A_TP81/LODU-GM LIBERATOR IV, ADAPTIVE SUSPENSION, LEFT FLEXIBLE BOOM MIC,OD GREEN, SINGLE-COMM TAIT TP9400/9500 ALPHA PTT, INCLUDES BTH SUSPENSION AND HELMET MOUNT. DOES NOT INCLUDE GAS MASK CABLE OR VOLUME CONTROL. (OTH Suspensions sold separately)	17.00	1,213.20	20,624.40
229	LIB4_A_TP81/RODU-GM LIBERATOR IV, ADAPTIVE SUSPENSION, RIGHT	3.00	1,213.20	3,639.60

#	Item & Description	Qty	Rate	Amount
	FLEXIBLE BOOM MIC,OD GREEN, SINGLE-COMM TAIT TP9400/9500 ALPHA PTT, INCLUDES BTH SUSPENSION AND HELMET MOUNT. DOES NOT INCLUDE GAS MASK CABLE OR VOLUME CONTROL. (OTH Suspensions sold separately).			
230	SHI Shipping, Handling, and Insurance	1.00	25.00	25.00
	Radio Gateway Interface Denison/Sherman			
231	Package 11 Phase 1 Mobile Package Black 762-870MHz BNC 35Watts Body ExtAlm Only TM9400 Large Control Head Local Black TM Standard Microphone (TM91/94) SFE Key - P25 Conventional (CAI included) (No Prerequisite) SFE Key - P25 Trunking Services (TMAS050 Prerequisite) SFE Key - Single Privacy Key (TMAS050 Prerequisite) SFE Key - OTAP (TPAS055 Prerequisite) Kit Mobile Mount U-Cradle Kit Mobile Cable BNC 30-50Watts	8.00	1,475.00	11,800.00
232	TMAS091 SFE Key - P25 Phase 2 Trunking (TMAS055 Prerequisite)	8.00	216.08	1,728.64
233	TMAS060 SFE Key - CCDI-Tait Radio API (No Prerequisite)	8.00	111.00	888.00
234	TMAS157 SFE-Key-P25 Security Bundle	8.00	917.60	7,340.80
235	0006-19210 619DSRI Interoperability Gateway dynamic switching x8 4w E&M bridge (1RU 19")	1.00	3,750.00	3,750.00
236	0605-02010 12V 1.25A Plug Pack	1.00	100.00	100.00
237	0500-03020 DRG 100 to Tait Mobile OMC302 DRG100-CCDI to TM9400 +I/F Cable Assembly	8.00	189.05	1,512.40
238	TIMLMR-400/1 3/8" Braided Flexible Foam Dielectric 50 Ohm Coax Cable	40.00	1.62	64.80
239	TIMEZ400BMRA-X Conn, BNC-Male Crimp Rt Angle Non-Solder Pin, No Braid Trim	8.00	19.50	156.00
240	TIMEZ-400-NMH-X Connector, N-Male Crimp Hex/Knurled Nut for LMR400, Non-Solder Pin	8.00	15.62	124.96

#	Item & Description	Qty	Rate	Amount
241	43-83G-01A-08-KIT Control Station Combiner, Long-Haul, 746-869 MHz, 4-8 Port Upgrade Kit Config Rev: 126096.0	1.00	4,686.00	4,686.00

Sub Total	3,215,924.60
Total	**$3,215,924.60**

Notes

Looking forward to your business.
Please advise if you have any questions. Your estimate can be viewed, printed and downloaded as a PDF from the link below. If accepting the estimate, please reply to this email with a copy of your Purchase Order, or a PDF copy of the signed estimate.

Terms & Conditions

ORDERING – Stolz Telecom reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us. The minimum order value is $50.00 and orders may be either shipped complete or shipped allowing for backorder merchandise, at our option. Orders may also be picked-up at our facilities or be staged for delivery / pick-up at a future date by advance arrangement.

PRICING – Prices are subject to change, without advance notice, and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted.

PAYMENT TERMS - We accept Visa and MasterCard credit cards at the point of sale. For information on establishing an open account with us, please contact our Credit Department at 877.457.2262. For amounts due on account, Check is accepted. Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

TAXES - If applicable, sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

DELIVERY – We will make reasonable efforts to meet delivery and performance dates, but we are not liable for delays due to causes beyond our control. We will endeavor to ship all orders for in-stock merchandise placed before 2:00 PM each day. Orders requiring cable processing, component assembly or specialized packaging may require extra processing time. Will Call pick-up service is also available by advance arrangement.

SHIPMENT & RISK OF LOSS - Domestic U.S. orders are tendered to carrier with freight prepaid and billed to you, unless otherwise specified at time of quotation. We will prepay and bill to you all shipping, handling and insurance charges on all domestic orders, unless otherwise specified at the time of the order. We reserve the right to choose the freight carrier unless otherwise specified by you, the customer. International orders are tendered as EXW Origin (Incoterms 2010) and will be shipped via Collect or 3rd-party freight terms via your preferred carrier or shipped to your freight forwarder with any freight charges prearranged by you. Export packaging is available at an additional charge. You will be responsible for all insurance, customs, and duty charges. For domestic and international orders, title and risk of loss shall pass to you upon delivery to carrier, risk of loss or damage from point of shipment shall fall upon you and it is your responsibility to file all claims with the carrier.

DAMAGES IN TRANSIT/CLAIMS – All shipments must be thoroughly inspected for visible damage and completeness by the recipient before accepting delivery from the carrier. If any damage is found or a shortage determined, the delivery bill-of-lading should be A) noted as such prior to acceptance or B) the shipment may be partially or completely refused. If no exceptions are noted at the time of receipt, the delivery will be deemed as “accepted in good condition” by you, releasing the carrier and us from further liability or recourse. Any claims for concealed damage or material shortages must be promptly reported to us within 24 hours of the receipt.

CUSTOM PRODUCTS & ASSEMBLIES – We require an engineering and purchasing approval sign-off for special orders and custom products, including non-stock cable assemblies. All such items are considered non-cancelable, non-returnable and non-refundable, unless defective. Any such defective items will be repaired or replaced only, at our option.

WARRANTIES - All warranty items shall be repaired, replaced or credited in accordance with the manufacturer’s warranty policy. Any warranty, expressed or implied, is set forth and limited by and to the manufacturer’s written warranty policy on the products that we sell. STOLZ TELECOM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS IT SELLS OR THE SUITABLITY OR FITNESS OF A PRODUCT FOR ANY PARTICULAR PURPOSE OR USE.

SPECIFICATIONS – All product specifications represented are derived from the manufacturer. Changes in specification and / or design by the manufacturer may occur at any time, without advance notice.

CHANGES / CANCELLATIONS – Orders may not be cancelled or modified, either in whole or in part, without our written consent, and may then be subject to payment of a reasonable charge for costs incurred in cancelling or modifying the order.

RETURN POLICY – Before any merchandise may be returned, a Return Goods Authorization (RGA) number must be obtained. An RGA may be requested by calling 877.457.2262 or by e-mailing Orders@StolzTele.com. All inquiries will be evaluated and a determination will be made to approve, or deny, the request within 3 business days. If approved, an RGA number and set of return instructions will be provided by our Customer Service Department. All requests to return merchandise must be made within 30 days from the date of purchase and RGA's are valid for 30 days only. It is your responsibility to coordinate return logistics and you will be responsible for any associated shipping charges. All returned items will be thoroughly inspected to validate its condition. In-store credit will be issued for items that are returned complete & unused, in the original manufacturers' packaging, in like-new condition. Any returned goods received by us in unsatisfactory condition will be returned to you. Authorized returns are subject to a restocking fee of no less than 20%. Special orders, cut-to-length cable and made-to-order jumper assemblies are non-returnable.

DEFECTIVE MERCHANDISE POLICY - An RGA may also be obtained, per above, to facilitate the servicing of an item that is inoperable due to a possible manufacturing concern. When requesting service for a warranty-related matter, a detailed report of the defective issue must be included. An RGA number and set of return instructions will be provided by our Customer Service Department. Reportedly defective items will be returned to and evaluated by the Original Equipment Manufacturer (OEM). Upon their verification of a warrantable defect, such item(s) will be repaired, replaced or credited as determined by the OEM's warranty policy.

LIMITATION OF LIABILITY – In no event shall we be liable to you, under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, (A) for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer's employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital or (vi) costs or losses relating to downtime, or (B) any other indirect, special, consequential, punitive, exemplary or other similar damages arising out of any claim relating to Buyer's purchases of goods or services gives rise to Stolz Telecom's liability to Buyer.

AMENDMENTS – You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

GOVERNING LAW – These Terms and Conditions shall be governed by and construed in accordance with laws of the State of Oklahoma for agreements to be performed entirely within the State of Oklahoma, and the State of Texas for agreements to be performed entirely within the State of Texas without regard to choice of law provisions.

GENERAL – You acknowledge that you have read these Terms and Conditions, understand them and agree to be bound by such Terms and Conditions. All typographical errors are subject to correction.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 8.**

Meeting Date: 10/16/2023
Prepared By: Shawn Hackworth, IT Manager
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7190

Authorizing the Purchase of Upgrades to Existing Radios for Connecting to Trunking System for the City of Sherman Public Safety Equipment from Motorola under Texas Department of Information Resources Contract Number 22918 -DIR-TSO-4101.

Issue:

To consider approval of a resolution to purchase upgrades for Motorola radios for use with the city's trunking system.

Background:

The requested purchase is to upgrade the City of Sherman's existing APX8500 and APX8000 series radios to allow access to trunking radio system. This item is related to the purchase from Stolz of a new trunking system, but is a separate upgrade required for connectivity with existing radios.

Origination:

Information Technology Department

Financial Consideration:

These upgrades will be purchased from Motorola for $257,921.80 through Texas Department of Information Resources Contract Number DIR-TSO-4101. Funding for this purchase was provided by the 2023 Certificates of Obligation.

Staff Recommendation:

It is recommended that staff be authorized to purchase the Motorola upgrade through Texas Department of Information Resources Contract Number DIR-TSO-4101.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7190
Motorola Quote

RESOLUTION NO. 7190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF UPGRADES TO EXISTING RADIOS FOR CONNECTING TO TRUNKING SYSTEM FOR THE CITY OF SHERMAN PUBLIC SAFETY EQUIPMENT FROM MOTOROLA UNDER TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NUMBER 22918-DIR-TSO-14101; 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 Motorola, upgrade to the existing radios for connecting to the trunking system at a total price of Two Hundred Fifty Seven Thousand Nine Hundred Twenty One dollars and Eighty cents ($257,921.80). 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 16th day of October 2023.

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

MOTOROLA SOLUTIONS







SHERMAN, CITY OF

Sherman Public Safety APX Radio P25 Trunking Upgrades with AES Encryption

09/29/2023

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-2355083

09/29/2023

SHERMAN, CITY OF
PO Box 1106
Sherman, Texas 75091-1106

RE: Motorola Quote for Sherman Public Safety APX Radio P25 Trunking Upgrades with AES Encryption
Dear Shawn Hackworth,

Motorola Solutions is pleased to present SHERMAN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SHERMAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Wesley Short at wshort@shipmancommunications.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Wesley Short
President

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-2355083
Sherman Public Safety APX Radio P25 Trunking Upgrades with AES Encryption

Billing Address:
SHERMAN, CITY OF
PO Box 1106
Sherman, Texas 75091-1106
United States

Quote Date:09/29/2023
Expiration Date:12/28/2023
Quote Created By:
Wesley Short
President
wshort@
shipmancommunications.com
9038150064

End Customer:
SHERMAN, CITY OF
Shawn Hackworth
shawnh@cityofsherman.com
903-892-7318

Contract: 22918 - TX DIR TSO-4101
Payment Terms:30 NET

Quoted radio flash software upgrades are for upgrading the existing radios for both Fire & Police APX8000XE, APX8000 portables, and APX8500 mobile radios from Conventional Digital P25 operation to Digital Trunking P25 operation for Phase II with Phase I interoperability with Multi-Key as well as AES encryption software upgrades.

Line #	Item Number	APC	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
	After Market Encryption Upgrades							
1	T7936A	0526	APX UCM UPGRADE CD	1	$753.50	$640.48	15.0%	$29,628.88
1a	CA00182AR	0526	ADD: AES ENCRYPTION SOFTWARE	50				
	FLASHport Series		APX8000XEFLASHPORT					
2	T8550A	0430	DIGITAL CONVENTIONAL*	1	$3,478.00	$2,538.94	27.0%	$66,012.44
2a	H869BX	0430	ENH: MULTIKEY	26				
2b	QA00580AB	0430	ENH: TDMA OPERATION	26				
2c	Q327BH	0430	ENH: UPGRADE CONVENTIONAL TO SMART	26				
2d	QA00569AL	0430	ENH: 7/800 MHZ BAND FLP	26				

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
2e	Q361AP	0430	ENH: P25 9600 BAUD TRUNKING	26				
	FLASHport Series		APX8500FLASHPORT					
3	T8423A	0430	DIGITAL CONVENTIONAL*	1	$3,390.00	$2,474.70	27.0%	$59,392.80
3a	G361AJ	0430	ENH: ASTRO P25 TRUNK SOFTWARE	24				
3b	G347AP	0430	ENH: UPGRADE CONVENTIONAL TO SMARTZON	24				
3c	GA00580AB	0430	ENH: UPGRADE TO TDMA	24				
3d	GA00244AE	0430	ENH: ENABLE 7/800 FLP	24				
3e	W969BJ	0430	ADD: MULTIPLE KEY ENCRYPTION OPERATION	24				
4	H1919A	0681	MULTIPLEXER QMA	24	$275.00	$200.75	27.0%	$4,818.00
5	HAF4013A	0554	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	24	$46.44	$39.47	15.01%	$947.28
	After Market Encryption Upgrades							
6	T7936A	0526	APX UCM UPGRADE CD	1	$753.50	$640.48	15.0%	$10,697.68
6a	CA00182AR	0526	ADD: AES ENCRYPTION SOFTWARE	18				
	FLASHport Series		APX8000FLASHPORT					
7	T8550A	0430	DIGITAL CONVENTIONAL*	1	$3,478.00	$2,538.94	27.0%	$45,700.92
7a	H869BX	0430	ENH: MULTIKEY	18				
7b	QA00580AB	0430	ENH: TDMA OPERATION	18				
7c	Q327BH	0430	ENH: UPGRADE CONVENTIONAL TO SMART	18				

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Contract Price	Disc %	Ext. Sale Price
7d	QA00569AL	0430	ENH: 7/800 MHZ BAND FLP	18				
7e	Q361AP	0430	ENH: P25 9600 BAUD TRUNKING	18				
	FLASHport Series		APX8500FLASHPORT					
8	T8423A	0430	DIGITAL CONVENTIONAL*	1	$3,390.00	$2,474.70	27.0%	$37,120.50
8a	G361AJ	0430	ENH: ASTRO P25 TRUNK SOFTWARE	15				
8b	G347AP	0430	ENH: UPGRADE CONVENTIONAL TO SMARTZON	15				
8c	GA00580AB	0430	ENH: UPGRADE TO TDMA	15				
8d	GA00244AE	0430	ENH: ENABLE 7/800 FLP	15				
8e	W969BJ	0430	ADD: MULTIPLE KEY ENCRYPTION OPERATION	15				
9	H1919A	0681	MULTIPLEXER QMA	15	$275.00	$200.75	27.0%	$3,011.25
10	HAF4013A	0554	7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	15	$46.44	$39.47	15.01%	$592.05

Grand Total $257,921.80(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.

- All Flash upgrades quoted are radio Flashcode make/model specific for both the APX8000, APX8000XE portables between Police & Fire, and APX8500 mobile radios between Police & Fire. Before any order can be placed or pricing can be fully confirmed, the number of different Flashcodes in all radios to be upgraded must be verified prior to ordering since the upgrades are Flashcode specific.
  Installation is not quoted nor included in any of the above items.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 9.**

Meeting Date: 10/16/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7191***

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - Pump Procurement Bid SHM23287.1 to Smith Pump Inc.

Issue:

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - Pump Procurement Bid SHM23287.1

Background:

In an effort to get long lead time electrical and pump station equipment as fast as possible, the Engineering department advertised a solicitation for this equipment. The City is in the process of increasing the Lake Texoma Pump Station (LTPS) capacity from 21 MGD (14 Firm) to 46 MGD (30 Firm).

Origination:

Lake Texoma Pump Station Expansion

Financial Consideration:

Funding for this project is provided through the Greater Texoma Utility Authority 2023 Open Market bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to award the Lake Texoma Pump Station Expansion - Pump Procurement Bid SHM23287.1 to Smith Pump Inc.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7191
Recommendation Letter & Bid Tab
Site Map

RESOLUTION NO. 7191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PUMP STATION EXPANSION – PUMP PROCUREMENT BID SHM23287.1 TO SMITH PUMP INC.; 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 award the Lake Texoma Pump Station Expansion – Pump Procurement Bid SHM23287.1 to Smith Pump Inc. in the amount of Two Million Four Hundred Forty-Six Thousand Seven Hundred Dollars and Zero Cents ($2,446,700.00).

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 16th day of October 2023.

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

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service
900 Camp St., Suite 354 + New Orleans, Louisiana 70130 + 504-603-3525 + FAX 817-735-7491
www.freese.com

September 22, 2023

Paul M. Sigle
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Tom Pruit
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: Lake Texoma Pump Station Expansion - Pump Procurement
Bid SHM23287.1

Dear Mr. Sigle and Pruit

Bids for the above-mentioned project were opened and read aloud on September 11th, 2023. Freese and Nichols Inc (FNI) has tabulated the bids in ascending order:

Contractor	Total Base Bid
Goulds Pump Ltd.	$1,719,985.00
Smith Pump	$2,446,700.00

FNI reviewed the bidding documents and found that the apparent low bidder, Goulds Pump Ltd. and found them to be unresponsive for the following reasons:

- The conflict-of-interest form was not signed.
- The Motor data sheet was incomplete.
- Exceptions were taken to the minimum insurance and bonding requirements including deductibles, liability coverages and conditions of the policies.
- Exceptions were taken to the terms of the agreement including the delivery times, liquidated damages, payment of interest and sellers representation.
- Exceptions were taken to the General Conditions from article 1 thru 15.
- Exceptions were taken to the technical requirements including the use of oil lubricated bearings, force and moment analysis, screen materials, testing tolerances and pipe painting.

Exceptions made on the pump and contractual terms effects the project price and FNI does not recommend accepting their bid.

FNI reviewed the bidding documents from Smith Pump and found the bidding documents complete with the following issues:

- Smith Pump left the unit price for alternate 1 and 2 (Pump and Motor Testing) blank, Smith Pump later clarified that the total price is for testing both units as the cost for testing one is the same as testing two.
- Smith Pump left the unit price for extra work item 1 (Pump and motor storage) and took exceptions to the liquidated damages. Smith Pump later clarified that they misunderstood the storage and liquidated damages requirement.

- The pump efficiency at design point 1 is listed as 84% on the bid form and 83.8% on the hydraulic data sheet. Smith Pump clarified that Flowserve will guarantee 84% which results in a $15,000 penalty per paragraph 1.10 of Section 43 24 13 “Vertical Pumping Units”. The efficiency will be verified during factory testing. This penalty is taken into consideration of the final awarded amount and tabulated in the attachments.

FNI reviewed the technical aspects of Smith Pump and took no issues once questions were clarified.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority we recommend awarding the Total Bid to Smith Pump Inc. in the amount of $2,446,700.00

Please call me if you have any questions. We look forward to working with you during the procurement and construction of this project.

Sincerely,

Lewis Bernard, P.E.,
Project Manager

cc: Puneet Gupta PE, Gupta and Associates
Toby Flinn, PE, PMP, Pape Dawson
Clayton Barnard, PE, Freese and Nichols, Inc.

Attachments: Bid Opening Record
Bid Tabulation

Project	Lake Texoma Pump Station Pump Procurement	
Owner	Greater Texoma Utility Authority/City of Sherman	
Engineering Firm	Freese and Nichols, Inc	SHM23287.1
Design Professional	Lewis Bernard, P.E.	

Date 9/11/2023 **Time** 10:00AM CDT **Location** Sherman Council Chambers:
220 W Mulberry St, Sherman, TX 75090

Name of Offeror	Bid Form Executed 00 41 16	Bid Bond Attached 00 43 13	Compliance to State Law 00 45 01	Compliance to Sales Tax 00 45 02	Conflict of Interest 00 45 03	Non Collusion Certification 00 45 03	Acknowledged Addendum 1 and 2	Qualifications Statement 00 45 13	Pump and Motor Data 43 24 13	Bid Items			
										Base Bid	Alternate Items	Extra Work	Total Bid Cost
Smith Pump	X	X	X	X	X	X	X	X	X	$ 2,353,600.00	$ 93,100.00	$ -	$ 2,446,700.00
Goulds Pump Co. Ltd	X	Note 2	X	X	Note 3	X	X	X	Note 4	$ 1,556,959.00	$ 148,626.00	$ 14,400.00	$ 1,719,985.00

Notes:
1 Smith pump left the unit price for Alt 1 and Alt 2 empty but included total extended amout of $93,100.
2 Bid Bond is held by a Korean Surety
3 Conflict of Interest form has not been signed, response to item 1 indicates there is not conflicts of interest
4 Full motor data not provided. GE or Nidec listed in bid form. Only motor data for GE provided.
5 Goulds Pump took exception to technical, contractual and time aspecs of the contract.
6 Smith pump took exception to liquidated damages and left the storage unit price item blank.

Bid Tabulation	Lake Texoma Pump Station Pump Procurement	Bid Opening: September 11, 2023		Smith Pump		ITT Goulds	
Owner:	GTUA/City of Sherman			301 M&B Industrial Blvd Waco, TX 76712		35 Oksansandan-RO, Oskan-Myeon Heungdeo-Gu, Cheongju-SI Cheungcheongbuk-Do, 363-912 Korea	
Design Professional:	Freese and Nichols						
Prepared By:	Lewis Bernard, PE						
Item No.	**Unit**		**Estimated Quantity**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**
Base Bid Items							
BC-01	Vertical Turbine Pump and Motor	EA	2	$ 1,132,000.00	$ 2,264,000.00	$ 725,287.00	$ 1,450,574.00
	Pump Efficiency @ Rated Point 1, Min 85%		$750 per 0.1% per pump	84.0%	$ (15,000.00)	85.0%	$ -
	Pump Efficiency @ Rated Point 2, Min 67%		$300 per 0.1% per pump	67.0%	$ -	69.5%	$ -
BC-02	Pump 1 Sole Plate Additional Expansion	LS	1	$ 4,600.00	$ 4,600.00	$ 6,385.00	$ 6,385.00
A	Total Amount of Base Contract Items				$ 2,253,600.00		$ 1,456,959.00
Allowances in Base Bid Items							
D-01	Contingency Allowance	LS	1	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
B	Total Allowance Amount				$ 100,000.00		$ 100,000.00
BC	**Subtotal Base Contract (Sum of A and B)**				**$ 2,353,600.00**		**$ 1,556,959.00**
Alternate Items in the Contract							
EW-01	Additonal Cost for Witnessing Factory Pump Test	EA	2	$ -	$ 32,000.00	$ 33,423.00	$ 66,846.00
EW-01	Additonal Cost for Witnessing Factory Motor Test	EA	2	$ -	$ 61,100.00	$ 40,890.00	$ 81,780.00
EW	Total Amount of Extra Work Items				$ 93,100.00		$ 148,626.00
Extra Work Items in Contract							
EW-01	Pump and Motor Storage	Weeks	12	$ -	$ -	$ 1,200.00	$ 14,400.00
EW	Total Amount of Extra Work Items				$ -		$ 14,400.00
TC	**Total Contract Amount with Extra Work Items (Sum of BC and EW)**				**$ 2,446,700.00**		**$ 1,571,359.00**


Lake Texoma Pump Station Improvements
Add High Service Pump Capacity and Piping Improvements
N
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Feet
Esri Community Maps Contribu
HERE, Garmin, SafeGraph, GeoTech
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 10.**

Meeting Date: 10/16/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7192***

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - MCC Procurement Bid SHM23287.2 to Elliot Electrical Supply, Inc.

Issue:

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma Pump Station Expansion - MCC Procurement Bid SHM23287.2

Background:

In an effort to get long lead time electrical and pump station equipment as fast as possible, the Engineering Department advertised a solicitation to preprocure this equipment. The City is in the process of increasing the Lake Texoma Pump Station (LTPS) capacity from 21 MGD (14 Firm) to 46 MGD (30 Firm).

Origination:

Lake Texoma Pump Station

Financial Consideration:

Funding for this project is provided through the Greater Texoma Utility Authority 2023 Open Market bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA’s intention to award the Lake Texoma Pump Station Expansion - MCC Procurement Bid SHM23287.2 to Elliot Electrical Supply, Inc.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7192
Recommendation Letter & Bid Tab
Site Map

RESOLUTION NO. 7192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PUMP STATION EXPANSION – MCC PROCUREMENT BID SHM23287.2 TO ELLIOT ELECTRICAL SUPPLY, INC.; 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 award the Lake Texoma Pump Station Expansion – MCC Procurement Bid SHM23287.2 to Elliot Electrical Supply, Inc. in the amount of Seven Hundred One Thousand Nine Hundred Dollars and Zero Cents ($701,900.00).

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 16th day of October 2023.

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

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Practical results
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www.freese.com

September 22, 2023

Paul M. Sigle
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Tom Pruit
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: Lake Texoma Pump Station Expansion - MCC Procurement
Bid SHM23287.2

Dear Mr Sigle and Pruit

Bids for the above-mentioned project were opened and read aloud on September 11th, 2023. Freese and Nichols Inc (FNI) has tabulated the bids in ascending order:

Contractor	Total Base Bid
Elliot Electrical Supply	$701,900.00
Parish Hare Electrical Supply	$1,296,179.00

FNI reviewed the bidding documents and found that the apparent low bidder, Elliot Electrical Supply, a bid bond was provided but they had not acknowledged addendum 2 in Section 00 41 13 “BID,” Paragraph 2.04. However, Elliot Electrical Supply did acknowledge the addendum on the cover of their bid package and followed up via email to clarify that their bid was based on addendum #2. A preliminary bill of materials was provided in a follow up email and is compliance with contract documents.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority we recommend awarding the Total Bid to Elliot Electrical Supply, Inc. in the amount of $701,900.00

Please call me if you have any questions. We look forward to working with you during the procurement and construction of this project.

Sincerely,

Lewis Bernard

Lewis Bernard, P.E.,
Project Manager

cc: Puneet Gupta PE, Gupta and Associates
Toby Flinn, PE, PMP, Pape Dawson
Clayton Barnard, PE, Freese and Nichols, Inc.

Attachments: Bid Opening Record
Bid Tabulation
Elliot Electrical Supply Email Dated 9/14/23

Project	Lake Texoma Pump Station MCC Procurement		
Owner	Greater Texoma Utility Authority/City of Sherman		
Engineering Firm	Freese and Nichols, Inc		SHM23287.2
Design Professional	Puneet Gupta, PE		

Date 9/11/2023 **Time** 10:00AM CDT **Location** Sherman Council Chambers:
220 W Mulberry St, Sherman, TX 75090

Name of Offeror	Bid Form Executed 00 41 16	Bid Bond Attached 00 43 13	Compliance to State Law 00 45 01	Compliance to Sales Tax 00 45 02	Conflict of Interest 00 45 03	Non Collusion Certification 00 45 03	Acknowledged Addendum 1 and 2	Qualifications Statement 00 45 13	Bid Items		
									Base Bid	Extra Work	Total Bid Cost
Parish Hare	X	Note 2	X	X	Note 3	X	X	Note 4	$ 930,067.00	$ 366,112.00	$ 1,296,179.00
Elliot Electrical Supply	X	X	X	X	X	X	7	Note 4	$ 663,500.00	$ 38,400.00	$ 701,900.00

Notes:

1 Parish Hare took exceptions to general conditions, contract duration and various technical requirements of the electrical equipmen
2 Parish Hare filled out the Bid Bond form but did not sign it or supply a bid bond
3 Parish Hare marked "N/A" for conflict of interest, FNI has assumed that no conflict of interest exist
4 Bidder did not complete the manufacturers information in the qualifications statement.
5 Parish Hare did not multiply the extra work items by the number of weeks resulting in a tabulation error of -$344,48(
6 Addendum 2 is not acknowledged in Section 00 41 13. It was acknowadged on the cover of the envelope

Bid Tabulation	Lake Texoma Pump Station MCC Procurement	Bid Opening: September 11, 2023		Parish Hare Electrical Supply		Elliot Electric Supply	
Owner:	GTUA/City of Sherman			4921 Conflans Rd. Irving, TX 75061 ph 214-424-4773 email: bwolf@parish-hare.com		2526 North Stallings Drive Nacogdoches, TX 75964 ph 936 569 1184 email: Contracts@elliotelectric.com	
Design Professional:	Freese and Nichols						
Prepared By:	Lewis Bernard, PE						
Item No.	**Unit**		**Estimated Quantity**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**
Base Bid Items							
BC-01	Medium Voltage MCC	LS	1	$ 286,751.00	$ 286,751.00	$ 323,600.00	$ 323,600.00
BC-02	Medium Voltage Switchgear	LS	1	$ 593,316.00	$ 593,316.00	$ 289,900.00	$ 289,900.00
A	Total Amount of Base Contract Items				$ 880,067.00		$ 613,500.00
Allowances in Base Bid Items							
D-01	Contingency Allowance	LS	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
B	Total Allowance Amount				$ 50,000.00		$ 50,000.00
BC	**Subtotal Base Contract (Sum of A and B)**				**$ 930,067.00**		**$ 663,500.00**
Extra Work Items in Contract							
EW-01	Medium Voltage MCC Storage	Weeks	12	$ 8,316.00	$ 99,792.00	$ 1,200.00	$ 14,400.00
EW-02	Medium Voltage Switchgear Storage	Weeks	20	$ 13,316.00	$ 266,320.00	$ 1,200.00	$ 24,000.00
EW	Total Amount of Extra Work Items				$ 366,112.00		$ 38,400.00
TC	**Total Contract Amount with Extra Work Items (Sum of BC and EW)**				**$ 1,296,179.00**		**$ 701,900.00**

Lewis Bernard

From: Colin Price <ColinPrice@elliottelectric.com>
Sent: Thursday, September 14, 2023 10:57 AM
To: Lewis Bernard
Cc: Daniel Jock
Subject: Lake Texoma Pump Station Motor Control Center Procurement
Attachments: DA750817X3K2-0000-28-M-QuickPrint_Lake_Texoma_PS_MV_SHM_Gear_2 (1).PDF

[You don't often get email from colinprice@elliottelectric.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. Please report all suspicious messages using the Report Message button in Outlook.

Hey Lewis,

Thanks for taking my call this morning. I have Daniel Jock on this email as well. He is the Head Estimator for Elliott Electric.

We did quote through Addendum 2. We are working on getting that signed and over to you. It was just missed by our Corporate office when we sent it.

The Gear Manufacture is Eaton. Attached is the basic BOM and drawings.

Thank you,

Colin Price
Outside Sales/ Gear Specialist
Cell: 817-875-8438
colinprice@elliottelectric.com<https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fmail.elliottelectric.com%2Fowa%2Fredir.aspx%3FC%3Dt1hUnB2-1IDaP-1EnHm9f26Is9QqHtY4z2_chd1ZvY_xrv4glWvYCA..%26URL%3Dmailto%253acolinprice%2540elliottelectric.com&data=05%7C01%7CLewis.bernard%40freese.com%7C008bcf363c084acb417008dbb53b7eeb%7C191657eabcff43859d04659ef9cee515%7C0%7C0%7C638303039574157173%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=6FpNiAXuTkkVOr%2BfaXTZpmeKvXo5Ata7JDpztxK7134%3D&reserved=0>


Lake Texoma Pump Station Improvements
Add High Service Pump Capacity and Piping Improvements
N
0
100
200
400
Feet
Esri Community Maps Contribu
HERE, Garmin, SafeGraph, GeoTech
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 11.**

Meeting Date: 10/16/2023

Prepared By: Zachary Flores, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7193***

Awarding a Bid to and Authorizing Execution of a Contract to W. Douglass Distributing for an Annual Supply of Gasoline and Diesel Fuels

Issue:

To consider awarding a bid to and authorizing execution of a contract for an annual supply of gasoline and diesel fuels to be used by City fleet and equipment.

Background:

At the July 17, 2023 meeting, the City Council approved a request for public bids for an annual supply of gasoline and diesel fuels. On October 4, 2023, one (1) bidder responded to the request for bids. City staff recommends awarding the bid to the one responsive bid, submitted by W. Douglass Distributing of Sherman, Texas.

The gallons used to determine the total annual fuel cost are quantities estimated internally by the City's Equipment Maintenance Department. Based upon these estimates, sufficient funds have been appropriated in the fiscal year (FY) 2023-2024 budget.

Origination:

Equipment Services

Financial Consideration:

Funding for the purchase of gasoline and diesel fuels was approved in the FY 2023-2024 budget.

Staff Recommendation:

It is recommended that City Council award the bid to and authorize execution of a contract with W. Douglass Distributing of Sherman, Texas, for one 12-month period with four optional annual renewals.

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7193
Signed Agreement_Douglass
Exhibit A_Bid Request
Exhibit B_Bid Submittal
Exhibits C through E_Douglass
Bid Tabulation

RESOLUTION NO. 7193

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH W. DOUGLASS DISTRIBUTING FOR AN ANNUAL SUPPLY OF GASOLINE AND DIESEL FUELS FOR 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 W. Douglass Distributing of Sherman, Texas, is hereby awarded the bid for an annual supply of gasoline and diesel fuels for the City of Sherman and agrees to make fuel available for the City of Sherman fleet for the amount specified in the Bid Tabulation document**;** and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with W. Douglass Distributing for the annual supply of gasoline and diesel fuels, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 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 16th day of October 2023.

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 PITTMAN, CITY ATTORNEY

AGREEMENT FOR ANNUAL REQUIREMENTS FOR GASOLINE AND DIESEL FUELS

The **City of Sherman, Texas**, a home-rule municipality ("City"), and W. Dayless Distributing, a Partnership ("Contractor"), hereby enter into this Agreement for the purchase of Annual Requirements for Gasoline and Diesel Fuels ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued an Invitation to Bid, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for Annual Requirements for Gasoline and Diesel Fuels for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in

which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.
The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties

regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.
Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY

BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or

is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: W. Douglass Distributing
Attn: Phillip Jones
Address: 325 East Forest Avenue
Sherman, TX 75090
Telephone: 903-893-1181
Facsimile: 903-868-8793
Email: phillipj@douglassdist.com

If to City, to: City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

and are not intended to be used in construing this document.

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

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

W. Douglass Distributing
Seller

By: _____
Printed Name: Phillip C Bowes
Title: Fuels Manager
Date: 10/3/2023

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 he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
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 PHILLIP JONES, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the FUELS MGR. (title) and duly authorized representative for, DOUGLASS DISTRIBUTING, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of OCTOBER, 2023.

NOTARY PUBLIC STATE OF TEXAS
BENJAMIN ARY
My Notary ID # 131916970
Expires March 4, 2027

_____
Notary Public in and for the State of Texas
My Commission Expires: MARCH 4, 2027

Exhibit A
Invitation to Bid

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

Annual Requirements for Gasoline and Diesel Fuels

ITB No. 2023-24

Publication Dates: **Sunday September 17, 2023**
Sunday September 24, 2023

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2023-24; **Annual Requirements for Gasoline and Diesel Fuels**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Annual Requirements for Gasoline and Diesel Fuels** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Wednesday, October 4, 2023,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB for Annual Requirements for Gasoline and Diesel Fuels- No. 2023-24

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 4th day of October, 2023,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2023-24 – Annual Requirements for Gasoline and Diesel Fuels

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "Annual Requirements for Gasoline and Diesel Fuels – Bid # 2023-24" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Wednesday, October 4, 2023,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive **sealed** bids for: **Annual Requirements for Gasoline and Diesel Fuels.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the

City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or

things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be

separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 3 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

GASOLINE & DIESEL FUEL
SPECIFICATIONS AND REQUIREMENTS

1. BID

a. The bidder must state the rack price of a major supplier plus his markup on the bid.
b. Bid must include state taxes; dealer is responsible for filing of federal tax rebate.
c. The markup will remain constant throughout the duration of the contract. Billing must include the rack rate from the supplier to show the price at the time of delivery. Bidder must guarantee delivery through the contract period.
d. The bidder shall include a copy of all applicable Material Safety Data Sheets for the products bid.
e. The bid to be quoted must be the price per gallon to the City as of October 4, 2023
f. All delivery and freight charges, Texas Groundwater Act, Superfund Tax and any other operational overhead are to be included in the margin factor.

2. DELIVERY

a. Vendor must be able to deliver fuel within 24 hours of each order. Each delivery must include a copy of the rack rate. The vendor will furnish delivery tickets with each fuel delivery.
b. The vendor must deliver at a firm price F.O.B., destination City of Sherman Equipment Service Center, 100 S. Rusk, Sherman, Texas, freight prepaid. Vendors shall bid tank wagon loads. Small quantities, (approximately 500 gallons per delivery) will be made to West Hill Cemetery, 1304. W. Lamar, Sherman, Texas.

3. OFF SITE REFUELING

a. Off-site refueling shall be provided 24/7, 365 days a year.
b. Bidder shall list all available off-site locations within the city limits of Sherman, Texas, including fuel type and grade. A minimum of three (3) off-site refueling locations for each type of fuel within the city limits is required and will be guaranteed by the successful bidder throughout the contract period.
c. Off-site refueling invoices shall include:
    i. Price per gallon
    ii. Gallons purchased
    iii. Date purchased
    iv. City fleet unit number
    v. City fleet unit mileage
    vi. Authorized card ID number
    vii. Type/grade of fuel purchased
    viii. Location fuel purchased
    ix. Monthly itemized billing
    x. Total monthly purchase cost

4. TRANSMISSION – The monthly electronic export file, American Standard Code Information Interchange (**ASCII**) format only, must be compatible with RTA Fleet Management Software. Vendor-required initial setup costs, as well as any subsequent changes in export file by vendor, will be at the expense of the vendor, with cap of $1,000 per change.

5. PRODUCT

a. Fuel shall be free of any undesirable substances in quantities sufficient to cause damage to vehicles. If gasoline fails to meet standard specifications, vendor will reimburse the City for all testing and associated fees and all deliveries will stop until material meets specifications. Vendor will be responsible, at his own expense, to extract, clean out and re-install any gasoline found outside the specifications.
b. Any spillage at the time of delivery will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed shall be borne by the vendor.

c. All deliveries shall comply in every respect with all the applicable laws of the Federal Government and the State of Texas.

6. **QUANTITY** - The amount of Unleaded Regular Gasoline and Diesel Fuel listed in this bid is an estimated amount and does not imply a set amount to be purchases. This amount may increase or decrease during the fiscal year as deemed necessary by the city.

7. CONTRACT

a. The contract may be extended four (4) one-year periods by mutual agreement of the parties.
b. The contract period is October 16, 2023 through October 15, 2024,, and up to four annual renewals at the discretion of the City.

CITY OF SHERMAN
BID FORM AND CERTIFICATION
ANNUAL REQUIREMENTS FOR GASOLINE AND DIESEL FUEL

Description	BULK-Unleaded Gasoline: Minimum Octane 87	BULK-Ultra-low Sulfur Diesel 42 cetene	OFF SITE-Unleaded Gasoline: Minimum Octane 87	OFF SITE-Ultra-low Sulfur Diesel 42 cetene
ESTIMATED QUANTITY	5,000	1,000	116,000	200,000
Units	Gallons	Gallons	Gallons	Gallons
Publication Cost Reference				
Supplier/Rack Rate				
Margin				
State Tax				
Delivery Cost				
Total Cost per Gallon:				

Delivery information and Other:

_____

_____

_____

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

_____

_____

Mailing Address (if different):

_____

_____

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any) : #1 ____ #2 ____ #3 ____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_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.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
_X_	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 2023.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2023.

_____
Notary Public in and for the State of _____
My commission expires: _____

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2023-24**

   Description of Goods and Services to be provided: **Annual Requirements for Gasoline and Diesel Fuels**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

AGREEMENT FOR ANNUAL REQUIREMENTS FOR GASOLINE AND DIESEL FUELS

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a _____ ("Contractor"), hereby enter into this Agreement for the purchase of Annual Requirements for Gasoline and Diesel Fuels ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued an Invitation to Bid, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for Annual Requirements for Gasoline and Diesel Fuels for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in

which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties

regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY

BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or

is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn:_____
Address:_____
_____
Telephone:_____
Facsimile:_____
Email:_____

If to City, to: City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

and are not intended to be used in construing this document.

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

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

_____
Seller

By: _____
Printed Name: _____
Title: _____
Date: _____

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 he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF_____§

BEFORE ME, the undersigned authority, on this day personally appeared_____**,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the_____(title) and duly authorized representative for, _____, _____, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

EXHIBIT B

CITY OF SHERMAN
BID FORM AND CERTIFICATION
ANNUAL REQUIREMENTS FOR GASOLINE AND DIESEL FUEL

Description	BULK-Unleaded Gasoline: Minimum Octane 87	BULK-Ultra-low Sulfur Diesel 42 cetene	OFF SITE-Unleaded Gasoline: Minimum Octane 87	OFF SITE-Ultra-low Sulfur Diesel 42 cetene
ESTIMATED QUANTITY	5,000	1,000	116,000	200,000
Units	Gallons	Gallons	Gallons	Gallons
Publication Cost Reference	Flint	Flint	Valero Br Southlake	Valero Br Southlake
Supplier/Rack Rate	2.4810	3.2445		
Margin	.02	.02	.0449	.0449
State Tax	.2000	.2000	.2000	.2000
Delivery Cost				
Total Cost per Gallon:				

Delivery information and Other:

9.99 Fuel Service Charge per each Fuel Type

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)
_X_ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: W. Douglass Distributing

Address of Principal Place of Business:

325 East Forest Avenue

Sherman, TX, 75090

Mailing Address (if different):

Phone: 903-893-1181

Fax: 903-868-8793

Email: philipj@douglassdist.com

Authorized Representative: Philip Jones

Signature:

Date: 10/3/2023

Acknowledgement of Addenda (if any) : #1 ____ #2 ____ #3 ____

Contractor References

Customer Name: City of Denison

Address: 500 W. Chestnut, Denison, TX 75020

Contact: Don Coley Telephone #: 903-465-2720 ext 2451

Scope of work performed: We provide all lubes, oils, fuel & DEF

Length of Service: 12/1987 to Current

Customer Name: Grayson County

Address: 100 West Houston, Ste 27, Sherman, TX 75090

Contact: Jodi Platt Telephone #: 903-813-4259

Scope of work performed: We provide all lubes, oils, Fuel & DEF

Length of Service: 12/1987 to. current

Customer Name: Burneo

Address: 8506 Freeport Parkway Suite #190, Irving, TX 75063

Contact: Colton Rogers Telephone #: 817-888-6625

Scope of work performed: _____

Length of Service: 9/2014 to current

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_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.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Phillip Jones, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 3rd day of October, 2023.

Funds Manager

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared PHILLIP JONES, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 3 day of OCTOBER, 2023.

NOTARY PUBLIC STATE OF TEXAS
BENJAMIN ARY
My Notary ID # 131916970
Expires March 4, 2027

Notary Public in and for the State of TEXAS
My commission expires: MARCH 4, 2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

1 **Name of vendor who has a business relationship with local governmental entity.**

W. Dougless Distributing

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

10/3/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2023-24**

   Description of Goods and Services to be provided: **Annual Requirements for Gasoline and Diesel Fuels**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1079178

Date Filed:
10/03/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
W. DOUGLASS DISTRIBUTING
SHERMAN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-24
Annual Requirements for Gasoline and Diesel Fuels

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
W. DOUGLASS DISTRIBUTING	Sherman, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Phillip C Jones, and my date of birth is 5/24/77.

My address is 325 East Forest Avenue, Sherman, TX, 75090, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Grayson County, State of Texas, on the 3rd day of October, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: Phillip C Jones

Firm Name: W. Douglass Distributing

Date Signed: 10/3/2023

NOTARIZATION

THE STATE OF Texas)
)
COUNTY OF Grayson)

BEFORE ME, the undersigned notary public on this day personally appeared Phillip Jones, on behalf of Douglass Distributing (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 3 day of October, 2023.

BENJAMIN ARY
My Notary ID # 131916970
Expires March 4, 2027

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

AGREEMENT FOR ANNUAL REQUIREMENTS FOR GASOLINE AND DIESEL FUELS

The **City of Sherman, Texas**, a home-rule municipality ("City"), and W. Dayless Distributing, a Partnership ("Contractor"), hereby enter into this Agreement for the purchase of Annual Requirements for Gasoline and Diesel Fuels ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued an Invitation to Bid, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for Annual Requirements for Gasoline and Diesel Fuels for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in

which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.
The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties

regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.
Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY

BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or

is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: W. Douglass Distributing
Attn: Phillip Jones
Address: 325 East Forest Avenue
Sherman, TX 75090
Telephone: 903-893-1181
Facsimile: 903-868-8793
Email: phillipj@douglassdist.com

If to City, to: City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

and are not intended to be used in construing this document.

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

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

W. Douglass Distributing
Seller

By: _____
Printed Name: Phillip C Bowes
Title: Fuels Manager
Date: 10/3/2023

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 he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
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 PHILLIP JONES, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the FUELS MGR. (title) and duly authorized representative for, DOUGLASS DISTRIBUTING, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of OCTOBER, 2023.

BENJAMIN ARY
My Notary ID # 131916970
Expires March 4, 2027

_____
Notary Public in and for the State of Texas
My Commission Expires: MARCH 4, 2027

Price Detail

Price Type:	SYS
Supplier:	Flint Hills Resources LP
Terminal Owner:	Flint Hills Resources
Terminal Address:	12550 Trinity Blvd
Terminal City:	Euless TX
Terminal TCN #:	T-75-TX-2664
Terminal SPLC #:	668133
Terminal Id:	2016
Product:	RFG 87 Unleaded with 10% Ethanol
Eff. Date & Time:	10/03 17:00
Gross:	2.4810
Adjusted:	2.4810
Move:	-0.0800
Superfund:	0.0000
Outage:	N - Set Outage
Suspect:	N

Add Comment | Change This Price

Close

Price Detail

Price Type:	SYS
Supplier:	Flint Hills Resources LP
Terminal Owner:	Flint Hills Resources
Terminal Address:	12550 Trinity Blvd
Terminal City:	Euless TX
Terminal TCN #:	T-75-TX-2664
Terminal SPLC #:	668133
Terminal Id:	2016
Product:	Ultra Low Sulfur #2 LED Diesel Clear
Eff. Date & Time:	10/03 17:00
Gross:	3.2445
Adjusted:	3.2445
Move:	-0.0400
Superfund:	0.0000
Outage:	N - Set Outage
Suspect:	N

Add Comment | Change This Price

Close

Price Detail

Price Type:	SYS
Supplier:	Valero Branded
Terminal Owner:	NuStar
Terminal Address:	1700 Hwy 26
Terminal City:	Southlake TX
Terminal TCN #:	T-75-TX-2680
Terminal SPLC #:	668112
Terminal Id:	2021
Product:	RFG 87 Unleaded with 10% Ethanol
Eff. Date & Time:	10/03 18:00
Gross:	2.5974
Adjusted:	2.5974
Move:	-0.0569
Superfund:	0.0000
Outage:	N - Set Outage
Suspect:	N

Add Comment | Change This Price

Close

Price Detail

Price Type:	SYS
Supplier:	Valero Branded
Terminal Owner:	NuStar
Terminal Address:	1700 Hwy 26
Terminal City:	Southlake TX
Terminal TCN #:	T-75-TX-2680
Terminal SPLC #:	668112
Terminal Id:	2021
Product:	Ultra Low Sulfur #2 LED Diesel Clear
Eff. Date & Time:	10/03 18:00
Gross:	3.3740
Adjusted:	3.3740
Move:	-0.0657
Superfund:	0.0000
Outage:	N - Set Outage
Suspect:	N

Add Comment | Change This Price

Close

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_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.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Phillip Jones, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 3rd day of October, 2023.

Funds Manager

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared PHILLIP JONES, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 3 day of OCTOBER, 2023.

NOTARY PUBLIC STATE OF TEXAS
BENJAMIN ARY
My Notary ID # 131916970
Expires March 4, 2027

Notary Public in and for the State of TEXAS
My commission expires: MARCH 4, 2027

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

1 **Name of vendor who has a business relationship with local governmental entity.**

W. Dougless Distributing

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

10/3/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF SHERMAN

BID TABULATION - FY 2023 Gasoline and Diesel Fuels Bid

Date: 10/4/2023

Bid Title: Gasoline and Diesel

Vendor	87 unleaded	Diesel	off site unleaded	off site diesel	
Douglass distributing	2.481 rack	3.2445 rack	2.5974	3.374	
	.02 margin	.02 margin	.0449 margin	.0449 margin	
	.2 state tax	.2 state tax	.2 state tax	.2 state tax	
	9.99 delivery	9.99 delivery	9.99 delivery	9.99 delivery	

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 12.**

Meeting Date: 10/16/2023

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7194***

Authorizing the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department from Primary Arms, LLC through Buyboard

Issue:

To consider approval of a resolution to purchase bullet-proof vests for the Sherman Police Department from Primary Arms, LLC through Buyboard purchasing cooperative.

Background:

The Sherman Police Department has been awarded a reimbursement-based grant of $52,626.87 through the Governor's Office Criminal Justice Division (CJD) for the purchase of bullet-proof vests. Purchasing through the Buyboard cooperative satisfies the competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Sherman Police Department

Financial Consideration:

Total cost of $52,626.87 will be paid from the CJD grant funds.

Staff Recommendation:

Staff recommends approval

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7194

Vest Quote

RESOLUTION NO. 7194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PURCHASE OF RIFLE-RESISTANT BODY ARMOR FOR THE SHERMAN POLICE DEPARTMENT THROUGH GRANT FUNDING AWARDED BY THE GOVERNOR'S OFFICE – CRIMINAL JUSTICE DIVISION; 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 of the City of Sherman, Texas, finds it in the best interest of the citizens of Sherman, Texas, that the purchase of rifle-resistant body armor for the Sherman Police Department be operated for the period of October 1, 2023 through September 30, 2024; and

WHEREAS, the City Council understands there is no matching requirement for said project and grant funds have been awarded by the Office of the Governor – Criminal Justice Division on a reimbursement basis; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor – Criminal Justice Division funds, the City of Sherman assures that the funds will be returned to the Office of the Governor - Criminal Justice Division in full.

WHEREAS, the City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

NOW THEREFORE, BE IT RESOLVED that City Council of the City of Sherman approves submission of the grant application for rifle-resistant body armor to the Office of the Governor.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of October 2023.

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

Sherman, TX Police Depart...

Labels Needed:

PRIMARY ARMS

Estimate

Estimate #
ES-08948

ES-08948

Primary Arms, LLC
3219 South Sam Houston Parkway East
Houston TX 77047
United States

Date	Cancel By Date
6/23/2023	

Click here for Monthly Giveaway
https://www.primaryarms.com/government/giveaway

Bill To	Accepted	Declined
Sherman, TX Police Department 2600 West Travis Sherman TX 75092 United States		

Expires	Exp. Close	Special Instructi...	Web Order #	Customer PO	Shipping Method
8/30/2023	8/23/2023				FedEx Ground (Gov Sale

Item	UPC Code	Description	Quantity	Rate	Amount
PLTHBAGUARD159		DO NOT DISPLAY ON WEB SITE Armor Express HIGHCOM GUARDIAN PLATE - 3S9M - MD - NIJ 0101.06 LEVEL III+ SA - MULTI CURVE - SAPI LAW ENFORCEMENT ONLY	112	468.00	52,416.00

Subtotal	52,416.00
Shipping Cost (FedEx Ground (Gov Sale Order))	210.87
Total	$52,626.87

Notes
BuyBoard Contract #698-23

Approved by

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 13.**

Meeting Date: 10/16/2023
Prepared By: Teri Fine, Assistant to the City Manager
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7195***

Authorizing the Purchase of Residential Garbage Cans for the Sherman Solid Waste Department from Rehirig Pacific Company Through Buyboard

Issue:

To consider approval of a resolution to purchase residential garbage cans for the Solid Waste Department from Rehirig Pacific Company through Buyboard purchasing cooperative.

Background:

The requested purchase will supply new developments and replace current residential garbage cans.

Origination:

Solid Waste Department

Financial Consideration:

Total cost of $80,429.44 will be paid through Solid Waste Department FY24 budget.

Staff Recommendation:

Staff recommend approval

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7195
Quote
Buyboard Agreement

RESOLUTION NO. 7195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF RESIDENTIAL GARBAGE CANS FOR THE SHERMAN SOLID WASTE DEPARTMENT FROM REHIRIG PACIFIC COMPANY THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Rehirig Pacific Company, residential garbage cans at a total price of Eighty Thousand Four Hundred Twenty-Nine dollars and Forty-Four cents ($80,429.44). 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 16th day of October 2023.

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

Rehrig Pacific Company
SINCE 1913

Order Acknowledgement

Order #: 719050 SO
Date: 10/4/2023

Sold To: 205335
Customer Name: CITY OF SHERMAN
Billing Address: PO BOX 1106
SHERMAN TX 75091-1106

Phone:
Email Inv to: jimmym@cityofsherman.com ap@cityofsherman.com
Attn: MROZINSKI, JIMMY

Ship To: 218206
Company Name: SHERMAN CITY OF
Shipping Address: 811 S EAST ST
SHERMAN TX 75090-7038

Phone: 903 819-4658
Attn: MROZINSKI, JIMMY

Freight Terms: AGREED BILLABLE BY TRUCKLOAD

Purchase Order #: JIMMY EMAIL 09182023

Payment Terms : Net 30 Days

Special Instructions:

Quantity	Cust. SKU	Prefix	Prom Delivery	Part #	Description	Unit Price	Total
702		9CS	11/10/23	535355	95G EG GARBAGE ROC KELLY GREEN	56.3600	39,564.72
702		9CS	1/12/24	535355	95G EG GARBAGE ROC KELLY GREEN	56.3600	39,564.72

This acknowledgement is to confirm that your order has been received and processed. Delivery dates and freight rates are estimated and are subject to change. Rehrig Pacific will advise you of any changes to your order status as soon as these are known. Please notify of any changes to avoid a restocking fee.

Thank you for your partnership.

Sub Total:	79,129.44
Freight:	1,300.00
Tax:	
Total: USD	80,429.44

ITEM SPECIFIC FORM

Rehrig Pacific Company

ITEM #: 535355

Product Family: **Roll Out Carts**
Size/Quantity: **95G**
Product/Style: **EG Garbage**
Primary Color: **ROC Kelly Green**
Required Regrind Type:
Pallet Label:
Surface Finish:
Required Regrind Percent:

Subcomponent: **535363**
Primary Tech: **RFID UHF**
Special Instructions:

Components
Grab Bar/Reinforcement: No Bar
Axle: 95 Gal Snap on Axle 22.625"
Wheel: 10" BMSO - 1.4" Spacer

13 Eaches per stack
2 Stacks per layer
Pallets per Unit Load
Trays per Unit Load
Lids Closed:NO
Bags:NO

Pallet/Packaging:
Floor Loaded
26 Eaches per Unit Load
Slipsheet/Type of Tray:
Stretch Wrap: None
Banding:

Decoration Name/Identifier: 534969
Decoration Description: CITY OF SHERMAN
Location: Side 2 & 4 - Standard
Type: HS (Hot Stamp)
Rotation:
Color: White
Proof Hyperlink:
Special Instructions:



SUB-COMPONENT

Rehrig Pacific Company

PARENT #: 535355
ITEM: 535363

Product Family: **Roll Out Carts**
Size/Quantity: **95G**
Product/Style: **Lid**
Primary Color: **ROC Kelly Green UV**
Sub-Component Color:
Subcomponent: 535363 - 95GLIDPROPERTY OF CITY OF SHER
Primary Tech:
Special Instructions:

Pallet Label:
Surface Finish:

Components

Decoration Name/Identifier: 534977
Decoration Description: PROPERTY OF CITY OF SHERMAN
Location: Side 5 - Standard
Type: HS (Hot Stamp)
Rotation:
Color: White
Proof Hyperlink:
Special Instructions:

PROPERTY OF
CITY OF SHERMAN

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

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

GENERAL PROVISIONS

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

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

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

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 14.**

Meeting Date: 10/16/2023

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7196***

Authorizing the Purchase of Ammunition for the Sherman Police Department from Various Suppliers Through Buyboard

Issue:

To consider approval of a resolution to purchase ammunition for the Sherman Police Department from various suppliers through Buyboard purchasing cooperative.

Background:

The requested purchase will supply duty ammo and training ammo for the year. It also provides for training rounds for the less-than-lethal weapons. Purchasing through the Buyboard purchasing cooperative satisfies the competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Sherman Police Department

Financial Consideration:

Total cost of $55,136.40 will be paid through Police Department's FY24 budget

Staff Recommendation:

Staff recommend approval

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7196

Ammo Quotes

Buyboard Agreement

RESOLUTION NO. 7196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AMMUNITION FOR THE SHERMAN POLICE DEPARTMENT FROM VARIOUS SUPPLIERS THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from various suppliers, ammunition at a total price of Fifty-Five Thousand One Hundred Thiry Six dollars and Forty cents ($55,136.40). 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 16th day of October 2023.

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

REQUISITION

Requisition #: 24-00544

Date: 10/04/2023

Vendor #: 11568

ISSUED TO: GT Distributors, Inc
1124 New Meister Ln
Ste 100
Pflugerville, TX 78660-

SHIP TO: City of Sherman
2600 W. Travis
Sherman, TX 75092

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	200	Item#DT-3027 - Def-Tech-#23 12ga Bea		6.76	100-2121-82006	1,352.00
2	1	Shipping		18.00	100-2121-82006	18.00

PO Description: Ammo

Detailed Description:

DT-03027 - Def-Tech-#23 12ga Bean Bag
Shipping

Please send PO to Amy Zack

SUBTOTAL:	1,370.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,370.00

Authorized By: _____

Quote	QTE0178506
Date	10/1/2023
Page:	1

24-00544

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Sherman Police Department (TX)
Attn: Accounts Payable
P O Box 1106
Sherman TX 75091

Ship To:

Sherman Police Department (TX)
Sherman Police Department
2600 W. Travis St.
Attn: Sgt. Shivers
Sherman TX 75092

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DT	000308	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,805,243

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
200	DT-3027*	Def-Tech-#23 12 Ga. Bean Bag. 2023 MSRP $6.85 / RND -1% BUYBOARD DISCOUNT	EA	$6.76	$1,352.00
1	NOTES:	LEAD-TIME 60 DAYS FOR MUNITIONS Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

82000-28

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Michael Hunter. Thank You.

Subtotal	$1,352.00
Misc	$0.00
Tax	$0.00
Freight	$18.00
Total	$1,370.00

REQUISITION

Requisition #: 24-00545

Date: 10/04/2023

Vendor #: 11568

ISSUED TO: GT Distributors, Inc
1124 New Meister Ln
Ste 100
Pflugerville, TX 78660-

SHIP TO: City of Sherman
2600 W. Travis
Sherman, TX 75092

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	9	HORNADY-80295 - Hornady .223Rem 53		1,206.30	100-2121-82006	10,615.44
2	1	HORNADY-80965 - Hornady-TAP .308 Wi		1,410.30	100-2121-82006	1,410.30
3	6	CCI-53617 - CCI Gold Dot 9mm+P 124 g		621.98	100-2121-82006	3,731.88

PO Description: Ammo

Detailed Description:

HORNADY-80295 - Hornady .223Rem 53gr GMX
HORNADY-80965 - Hornady-TAP .308 Win-168
CCI-53617 - CCI Gold Dot 9mm+P 124 grain

Please send PO to Amy Zack

SUBTOTAL:	15,757.62
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	15,757.62

Authorized By: _____

Quote	QTE0177459
Date	10/1/2023
Page:	1

24-0054S

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Sherman Police Department (TX)
Attn: Accounts Payable
P O Box 1106
Sherman TX 75091

Ship To:

Sherman Police Department (TX)
Sherman Police Department
2600 W. Travis St.
Attn: Nic Emmons
Sherman TX 75092

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AMMO	000308	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,796,568

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
8.80	HORNADY-80295*	Hornady .223 Rem 53gr GMX Tap Patrol 1K ROUNDS 2023 MSRP =$2,010.50 -40% BUYBOARD DISCOUNT	M	$1,206.30	$10,615.44
1.00	HORNADY-80965*	Hornady-TAP .308 Win-168 Gr.-A-Max Urban P 1K ROUNDS 2023 MSRP =$2,350.50 -40% BUYBOARD DISCOUNT	M	$1,410.30	$1,410.30
6.00	CCI-53617*	CCI Gold Dot 9Mm +P 124 Grain	M	$621.98	$3,731.88
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

8206-17

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

SHIPPING CHARGES WILL APPLY
Your salesperson is Michael Hunter. Thank You.

Subtotal	$15,757.62
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$15,757.62

REQUISITION

Requisition #: 24-00543

Date: 10/04/2023

Vendor #: 25775

ISSUED TO: Precision Delta
PO Box 128
Ruleville, MS 38771-

SHIP TO: City of Sherman
2600 W. Travis
Sherman, TX 75092

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	160	Item#USA9MM - DS - 9M 124gr.FMJ 500		128.84	100-2121-82015	20,614.40
2	41	Item#USA223R1-USA223 - .223 Rem 55		449.44	100-2121-82015	18,427.04
3	1	Item#TRGT127 - DS - 12GA 2 3/4', 2 3/		87.34	100-2121-82015	87.34
4	1	Shipping		250.00	100-2121-82015	250.00

PO Description: Ammo

Detailed Description:

USA9MM - DS - Winchester Ammo
USA223R1-USA223 - Winchester Ammo
TRGT127 - DS - Winchester Ammo
Shipping

Please send PO to Amy Zack

SUBTOTAL:	39,378.78
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	39,378.78

Authorized By: _____

PRECISION DELTA CORPORATION

205 W Floyce St
PO Box 128
Ruleville, MS 38771

QUOTE

Date	Quote #
10/2/2023	202629

24-00543

Name / Address	Ship To
SHERMAN POLICE DEPT ACCOUNTS PAYABLE PO BOX 1106 SHERMAN, TX 75091-1106	SHERMAN POLICE DEPT City of Sherman 2600 WEST TRAVIS ST SHERMAN, TX 75092

Rep
LE

Item	Manufacture	Description	Qty	Rate	Total
USA9MM - DS	Winchester	9 MM 124 gr. FMJ 500 rd/case Drop Ship from Winchester	160	128.84	20,614.40
USA223R1-USA223...	Winchester	USA223R1K .223 Rem 55 gr. FMJ 1,000 rd/cs Drop Ship from Winchester	41	449.44	18,427.04
TRGT127 - DS	Winchester	12 GA 2 3/4' 2 3/4 dr 1 1/8 oz #7 1/2 250 rd/case Drop Shipped from Winch	1	87.34	87.34
Freight Charge		Freight Charge	1	250.00	250.00

8205-4

	Total	$39,378.78

Phone #	Fax #
662-756-2810	662-756-2590

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

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

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

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

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

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 15.**

Meeting Date: 10/16/2023
Prepared By: Teri Fine, Assistant to the City Manager
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7197***

Authorizing the Purchase of Pistols for the Sherman Police Department from Primary Arms, LLC Through Buyboard

Issue:

To consider approval of a resolution to purchase pistols for the Sherman Police Department from Primary Arms, LLC through Buyboard purchasing cooperative.

Background:

The requested purchase will replace and upgrade the officers' pistols. This purchase includes optics and pistol light for officers, making the weapons more functional on day or night shift. The current equipment needs upgrades to complete a weapon improvement program. Purchasing through the Buyboard purchasing cooperative satisfies the competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Sherman Police Department

Financial Consideration:

Total cost of $60,151.99 will be paid through the Police Department's FY24 budget.

Staff Recommendation:

Staff recommends approval

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7197
Ammo Quotes
Buyboard Agreement

RESOLUTION NO. 7197

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF PISTOLS FOR THE SHERMAN POLICE DEPARTMENT FROM PRIMARY ARMS, LLC THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Primary Arms, LLC, pistols at a total price of Sixty Thousand One Hundred Fifty One dollars and Ninety Nine cents ($60,151.99). 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 16th day of October 2023.

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

REQUISITION

Requisition #: 24-00544

Date: 10/04/2023

Vendor #: 11568

ISSUED TO: GT Distributors, Inc
1124 New Meister Ln
Ste 100
Pflugerville, TX 78660-

SHIP TO: City of Sherman
2600 W. Travis
Sherman, TX 75092

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	200	Item#DT-3027 - Def-Tech-#23 12ga Bea		6.76	100-2121-82006	1,352.00
2	1	Shipping		18.00	100-2121-82006	18.00

PO Description: Ammo

Detailed Description:

DT-03027 - Def-Tech-#23 12ga Bean Bag
Shipping

Please send PO to Amy Zack

SUBTOTAL:	1,370.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,370.00

Authorized By: _____

Quote	QTE0178506
Date	10/1/2023
Page:	1

24-00544

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Sherman Police Department (TX)
Attn: Accounts Payable
P O Box 1106
Sherman TX 75091

Ship To:

Sherman Police Department (TX)
Sherman Police Department
2600 W. Travis St.
Attn: Sgt. Shivers
Sherman TX 75092

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DT	000308	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,805,243

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
200	DT-3027*	Def-Tech-#23 12 Ga. Bean Bag. 2023 MSRP $6.85 / RND -1% BUYBOARD DISCOUNT	EA	$6.76	$1,352.00
1	NOTES:	LEAD-TIME 60 DAYS FOR MUNITIONS Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

82000-28

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Michael Hunter. Thank You.

Subtotal	$1,352.00
Misc	$0.00
Tax	$0.00
Freight	$18.00
Total	$1,370.00

REQUISITION

Requisition #: 24-00545

Date: 10/04/2023

Vendor #: 11568

ISSUED TO: GT Distributors, Inc
1124 New Meister Ln
Ste 100
Pflugerville, TX 78660-

SHIP TO: City of Sherman
2600 W. Travis
Sherman, TX 75092

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	9	HORNADY-80295 - Hornady .223Rem 53		1,206.30	100-2121-82006	10,615.44
2	1	HORNADY-80965 - Hornady-TAP .308 Wi		1,410.30	100-2121-82006	1,410.30
3	6	CCI-53617 - CCI Gold Dot 9mm+P 124 g		621.98	100-2121-82006	3,731.88

PO Description: Ammo

Detailed Description:

HORNADY-80295 - Hornady .223Rem 53gr GMX
HORNADY-80965 - Hornady-TAP .308 Win-168
CCI-53617 - CCI Gold Dot 9mm+P 124 grain

Please send PO to Amy Zack

SUBTOTAL:	15,757.62
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	15,757.62

Authorized By: _____

Quote	QTE0177459
Date	10/1/2023
Page:	1

24-0054S

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Sherman Police Department (TX)
Attn: Accounts Payable
P O Box 1106
Sherman TX 75091

Ship To:

Sherman Police Department (TX)
Sherman Police Department
2600 W. Travis St.
Attn: Nic Emmons
Sherman TX 75092

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AMMO	000308	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,796,568

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
8.80	HORNADY-80295*	Hornady .223 Rem 53gr GMX Tap Patrol 1K ROUNDS 2023 MSRP =$2,010.50 -40% BUYBOARD DISCOUNT	M	$1,206.30	$10,615.44
1.00	HORNADY-80965*	Hornady-TAP .308 Win-168 Gr.-A-Max Urban P 1K ROUNDS 2023 MSRP =$2,350.50 -40% BUYBOARD DISCOUNT	M	$1,410.30	$1,410.30
6.00	CCI-53617*	CCI Gold Dot 9Mm +P 124 Grain	M	$621.98	$3,731.88
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

8206-17

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

SHIPPING CHARGES WILL APPLY
Your salesperson is Michael Hunter. Thank You.

Subtotal	$15,757.62
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$15,757.62

REQUISITION

Requisition #: 24-00543

Date: 10/04/2023

Vendor #: 25775

ISSUED TO: Precision Delta
PO Box 128
Ruleville, MS 38771-

SHIP TO: City of Sherman
2600 W. Travis
Sherman, TX 75092

ITEM	UNITS	DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	160	Item#USA9MM - DS - 9M 124gr.FMJ 500		128.84	100-2121-82015	20,614.40
2	41	Item#USA223R1-USA223 - .223 Rem 55		449.44	100-2121-82015	18,427.04
3	1	Item#TRGT127 - DS - 12GA 2 3/4', 2 3/		87.34	100-2121-82015	87.34
4	1	Shipping		250.00	100-2121-82015	250.00

PO Description: Ammo

Detailed Description:

USA9MM - DS - Winchester Ammo
USA223R1-USA223 - Winchester Ammo
TRGT127 - DS - Winchester Ammo
Shipping

Please send PO to Amy Zack

SUBTOTAL:	39,378.78
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	39,378.78

Authorized By: _____

PRECISION DELTA CORPORATION

205 W Floyce St
PO Box 128
Ruleville, MS 38771

QUOTE

Date	Quote #
10/2/2023	202629

24-00543

Name / Address	Ship To
SHERMAN POLICE DEPT ACCOUNTS PAYABLE PO BOX 1106 SHERMAN, TX 75091-1106	SHERMAN POLICE DEPT City of Sherman 2600 WEST TRAVIS ST SHERMAN, TX 75092

Rep
LE

Item	Manufacture	Description	Qty	Rate	Total
USA9MM - DS	Winchester	9 MM 124 gr. FMJ 500 rd/case Drop Ship from Winchester	160	128.84	20,614.40
USA223R1-USA223...	Winchester	USA223R1K .223 Rem 55 gr. FMJ 1,000 rd/cs Drop Ship from Winchester	41	449.44	18,427.04
TRGT127 - DS	Winchester	12 GA 2 3/4' 2 3/4 dr 1 1/8 oz #7 1/2 250 rd/case Drop Shipped from Winch	1	87.34	87.34
Freight Charge		Freight Charge	1	250.00	250.00

8205-4

	Total	$39,378.78

Phone #	Fax #
662-756-2810	662-756-2590

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

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

WITNESSETH:

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

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

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

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

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

TERMS AND CONDITIONS

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

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

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

GENERAL PROVISIONS

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

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

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

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

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

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

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

Coordinator for the Cooperative Member is:

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 16.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7198***

Authorizing Execution of a Chapter 380 Grant Agreement with Tesoro AM, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Approving a Chapter 380 Grant Agreement with A Touch of Class for incentives authorized under Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed $250,000.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 7198
380 Agreement
Application

RESOLUTION NO. 7198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH TESORO AM, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received from Tesoro AM, LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Tesoro AM, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Tesoro AM, LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT ("Agreement") is entered into by and between Tesoro AM, LLC, and the CITY OF SHERMAN, TEXAS ("City"), a home-rule municipality. City and Company are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380");

WHEREAS, the Company owns a business operating under the name A Touch of Class, on real property located at 118 W. Lamar Street, Sherman, Texas (the "Property") under Texas Taxpayer ID No. 32087831254, in compliance with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined) under Chapter 380 and the City's Main Street Reimbursement Program;

WHEREAS, the Company agrees that the City's obligation to perform or take any action under this Agreement is strictly contingent on the Company's compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment and generating new tax revenue for jurisdictions in Grayson County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant; Grant Term.

a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant in the form of a reimbursement payable to the Company each year of an amount equal to the one percent of sales tax actually collected and received by the City on sales generated in or by the Company on the Property that are taxable by the City for a five (5) year period commencing February 1, 2023 (the "Grant Term") in a combined total amount not to exceed two hundred fifty thousand and 00/100 Dollars ($250,00.00) (the "Grant").

b. If, after all of the Performance Requirements set forth below have been initially satisfied, any of the Performance Requirements are thereafter not satisfied during any period of time for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to the Company of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar year and the City shall also have the right to give the Company a notice that this Agreement shall immediately terminate without further action by either party. In the case of such failure, the Company shall not be required to return to the City any portion of the Grant that has been previously distributed.

c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the sales tax revenues collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same. The basis for any Grant due to the Company under this Agreement shall never include any monies the Company pays or owes to the State of Texas or the City for any penalties for late payments, failures to report in a timely manner, and the like, related to the sales taxes or ad valorem taxes due on the Property.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the "Performance Requirements"):

a. The Company shall obtain and maintain a permanent Certificate of Occupancy from the City and, and shall maintain continuous operation of the Company's facilities on the Property during all portions of the Grant Term; and

b. No later than thirty (30) days after the close of each calendar year during the term of this Agreement, the Company shall provide the City with a copy of the Texas Sales and Use Tax Return that the Company submits to the Comptroller of the State of Texas relating to the Company's remission of City Sales and Use Tax Collected on the Property as a result of the operation of the Company ("Sales Tax Report").

In the event the City is unable to obtain the necessary sales tax information from the Sales Tax Report or in the event the City is unable to obtain the Sales Tax Report for any period of time during the Grant Term, the Company, in order to obtain payment of the Grant, shall have the obligation to provide, or cause to be provided, to the City a current list of each person doing business within the Property together with a waiver of confidentiality and permission to obtain tax information from the State Comptroller relating to such person (collectively, the "Personal Information") in such form as is required by the Texas Comptroller in order to release the tax information, an example of which is attached hereto as Exhibit C (the "Waiver of Sales Tax Confidentiality") relating to such person to the City. The Company's failure to provide the City with the Personal Information shall not constitute a default under this Agreement but shall relieve the City permanently of the obligation to pay that portion of the Grant that relates to such person prior to the date that the Personal Information is provided to the City. Subject to the terms and conditions of this Agreement, the City will pay the Grant to the Company on a yearly basis beginning on following the date the Company first meets the Performance Requirements and, if applicable, within sixty (60) days after the Company provides the City the Personal Information set forth in this section, and continuing each year thereafter during the Grant Term, provided that the Company each year meets the Performance Requirements, until the earlier of (i) the end of the Grant Term; (ii) the Grant is paid in full; or (iii) this Agreement is terminated. The City and the Company designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax Revenue information from the State Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended; and

c. All property taxes and other governmental assessments for the Property, including business personal property, shall be paid when due.

d. The Company shall continuously comply with this Agreement during the Grant Term.

e. The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. Confidentiality. The City acknowledges that the Company contends that the information regarding sales taxes generated by the Company on the Property is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to the Company and the owners, tenants and/or occupants of the Property. To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the City shall maintain the confidentiality of the Personal Information and the information contained in the Comptroller's Sales Tax Reports obtained by the City (collectively, the "Sales Information"), but shall be permitted to disclose the

Sales Information to such City employees and agents as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

5. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

   a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

   b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

   c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

   d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Grayson County taxing jurisdictions throughout the term of this Agreement.

   e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

6. Default.

   a. The following shall constitute an "Event of Default" under this Agreement:

      (i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 6(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.

(ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.

(iii) A breach of a representation under this Agreement by Company.

b. In the event of the occurrence of an Event of Default described under Section 6(a) above, the non-defaulting party may give written notice to the other party of such Event of Default, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

c. This Agreement shall terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Grant Term; or

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 6(b) above), after an Event of Default.

d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 6, and the Company hereby waives any other remedies under law or in equity.

7. 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, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the City:	City of Sherman 405 N Rusk Street Sherman, Texas 75090 Attn: Nate Strauch
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman
If to the Company:	Tesoro AM, LLC 118 W. Lamar Street Sherman, TX 75090

8. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

9. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission (the "TEC") was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not

boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

10. Miscellaneous.

a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

c. 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 hereto.

d. 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.

e. 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 City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.

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

g. 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.

h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i. 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 date of this Agreement.

j. 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.

k. 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.

l. 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.

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

n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[*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 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 executed: _____

_____

By:_____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

_____
Notary Public, State of Texas

Exhibit C
Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales and use tax information pertaining to the taxpayer indicated below to the City of Sherman. I understand that this waiver applies only to our retail store located at 118 W. Lamar Street in Sherman.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

_____
Name of Taxpayer Listed on Texas Sales Tax Permit

_____
Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____
Taxpayer Mailing Address

118 W. Lamar Street
Physical Location of Business Permitted for Sales Tax in Sherman, Texas

32087831254
Texas Taxpayer ID Number

_____
Authorized Signature*

_____
Printed Name of Authorized Signature

_____
Position of Authorized Signature

_____
Phone Number of Authorized Signature

*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Tuesday, August 29, 2023 at 2:19:20 PM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Adams, Michelle

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's Downtown Overlay District.

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	A Touch of Class
Name of Company (if different than business name)	Tesoro AM, LLC
Texas Tax ID Number	32087831254
Business Address	118 W. Lamar Street
Name of Person Applying	Kevin Spencer, Member
Telephone Number	2149659999

(Section Break)

Business Square Footage	38250
Own or lease?	Lease
If leased, when does the lease come up for renewal?	12/31/2025
Date Certificate of Occupancy Was Granted	1/30/2023
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	Yes
Business description	We own and operate an antique mall on the square at 118 W. Lamar (Corner of Lamar & Crockett).in Downtown Sherman, Texas. We lease the building from our other company, Hallfurn, LLC, which owns the building.

Email not displaying correctly? View it in your browser.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 17.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7199***

Authorizing Execution of a Chapter 380 Grant Agreement with Vitina's Deli Delights LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Approving a Chapter 380 Grant Agreement with Vitina's Deli & Boiler Room for incentives authorized under Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed $250,000.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 7199
380 Agreement
Application

RESOLUTION NO. 7199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH VITINA'S DELI DELIGHTS LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received from Vitina's Deli Delights LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Vitina's Deli Delights LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Vitina's Deli Delights LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT ("Agreement") is entered into by and between Vitina's Deli Delights LLC, and the CITY OF SHERMAN, TEXAS ("City"), a home-rule municipality. City and Company are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380");

WHEREAS, the Company owns a business operating under the name Vitina's Deli & Boiler Room, on real property located at 404 W Lamar, Sherman, Texas (the "Property") under Texas Taxpayer ID No. 17526790138, in compliance with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined) under Chapter 380 and the City's Main Street Reimbursement Program;

WHEREAS, the Company agrees that the City's obligation to perform or take any action under this Agreement is strictly contingent on the Company's compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment and generating new tax revenue for jurisdictions in Grayson County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant; Grant Term.

a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant in the form of a reimbursement payable to the Company each year of an amount equal to the one percent of sales tax actually collected and received by the City on sales generated in or by the Company on the Property that are taxable by the City for a five (5) year period commencing January 1, 2022 (the "Grant Term") in a combined total amount not to exceed two hundred fifty thousand and 00/100 Dollars ($250,00.00) (the "Grant").

b. If, after all of the Performance Requirements set forth below have been initially satisfied, any of the Performance Requirements are thereafter not satisfied during any period of time for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to the Company of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar year and the City shall also have the right to give the Company a notice that this Agreement shall immediately terminate without further action by either party. In the case of such failure, the Company shall not be required to return to the City any portion of the Grant that has been previously distributed.

c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the sales tax revenues collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same. The basis for any Grant due to the Company under this Agreement shall never include any monies the Company pays or owes to the State of Texas or the City for any penalties for late payments, failures to report in a timely manner, and the like, related to the sales taxes or ad valorem taxes due on the Property.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the "Performance Requirements"):

a. The Company shall obtain and maintain a permanent Certificate of Occupancy from the City and, and shall maintain continuous operation of the Company's facilities on the Property during all portions of the Grant Term; and

b. No later than thirty (30) days after the close of each calendar year during the term of this Agreement, the Company shall provide the City with a copy of the Texas Sales and Use Tax Return that the Company submits to the Comptroller of the State of Texas relating to the Company's remission of City Sales and Use Tax Collected on the Property as a result of the operation of the Company ("Sales Tax Report").

In the event the City is unable to obtain the necessary sales tax information from the Sales Tax Report or in the event the City is unable to obtain the Sales Tax Report for any period of time during the Grant Term, the Company, in order to obtain payment of the Grant, shall have the obligation to provide, or cause to be provided, to the City a current list of each person doing business within the Property together with a waiver of confidentiality and permission to obtain tax information from the State Comptroller relating to such person (collectively, the "Personal Information") in such form as is required by the Texas Comptroller in order to release the tax information, an example of which is attached hereto as Exhibit C (the "Waiver of Sales Tax Confidentiality") relating to such person to the City. The Company's failure to provide the City with the Personal Information shall not constitute a default under this Agreement but shall relieve the City permanently of the obligation to pay that portion of the Grant that relates to such person prior to the date that the Personal Information is provided to the City. Subject to the terms and conditions of this Agreement, the City will pay the Grant to the Company on a yearly basis beginning on following the date the Company first meets the Performance Requirements and, if applicable, within sixty (60) days after the Company provides the City the Personal Information set forth in this section, and continuing each year thereafter during the Grant Term, provided that the Company each year meets the Performance Requirements, until the earlier of (i) the end of the Grant Term; (ii) the Grant is paid in full; or (iii) this Agreement is terminated. The City and the Company designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax Revenue information from the State Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended; and

c. All property taxes and other governmental assessments for the Property, including business personal property, shall be paid when due.

d. The Company shall continuously comply with this Agreement during the Grant Term.

e. The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. Confidentiality. The City acknowledges that the Company contends that the information regarding sales taxes generated by the Company on the Property is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to the Company and the owners, tenants and/or occupants of the Property. To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the City shall maintain the confidentiality of the Personal Information and the information contained in the Comptroller's Sales Tax Reports obtained by the City (collectively, the "Sales Information"), but shall be permitted to disclose the

Sales Information to such City employees and agents as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

5. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Grayson County taxing jurisdictions throughout the term of this Agreement.

e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

4. Default.

a. The following shall constitute an "Event of Default" under this Agreement:

(i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 6(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.

(ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.

(iii) A breach of a representation under this Agreement by Company.

b. In the event of the occurrence of an Event of Default described under Section 6(a) above, the non-defaulting party may give written notice to the other party of such Event of Default, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

c. This Agreement shall terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Grant Term; or

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 6(b) above), after an Event of Default.

d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 6, and the Company hereby waives any other remedies under law or in equity.

7. 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, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the City:	City of Sherman 405 N Rusk Street Sherman, Texas 75090 Attn: Nate Strauch
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman
If to the Company:	Vitina's Deli Delights LLC 404 W Lamar Sherman, TX 75090

5. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

6. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission (the "TEC") was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not

boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

7. Miscellaneous.

a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

c. 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 hereto.

d. 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.

e. 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 City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.

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

g. 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.

h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i. 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 date of this Agreement.

j. 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.

k. 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.

l. 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.

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

n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[*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 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 executed: _____

_____

By:_____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

_____
Notary Public, State of Texas

Exhibit C
Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales and use tax information pertaining to the taxpayer indicated below to the City of Sherman. I understand that this waiver applies only to our retail store located at 404 W Lamar in Sherman.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

_____
Name of Taxpayer Listed on Texas Sales Tax Permit

_____
Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____
Taxpayer Mailing Address

404 W Lamar
Physical Location of Business Permitted for Sales Tax in Sherman, Texas

17526790138
Texas Taxpayer ID Number

_____
Authorized Signature*

_____
Printed Name of Authorized Signature

_____
Position of Authorized Signature

_____
Phone Number of Authorized Signature

*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Friday, September 1, 2023 at 8:31:53 AM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Adams, Michelle

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's Downtown Overlay District.

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	Vitina's Deli & Boiler Room
Name of Company (if different than business name)	*Field not completed.*
Texas Tax ID Number	202535303
Business Address	404 W Lamar
Name of Person Applying	Charmarie Lynch
Telephone Number	903-267-0184

(Section Break)

Business Square Footage	2500 sq ft
Own or lease?	Lease
If leased, when does the lease come up for renewal?	1/1/2024
Date Certificate of Occupancy Was Granted	10/11/2013
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	Yes
Business description	Sandwich/coffee shop

Email not displaying correctly? View it in your browser.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 18.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7200***

Authorizing Execution of a Chapter 380 Grant Agreement with Camino Viejo Mexican Restaurant LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Approving a Chapter 380 Grant Agreement with Camino Viejo Mexican Restaurant LLC for incentives authorized under Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed $250,000.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 7200
380 Agreement
Application

RESOLUTION NO. 7200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH CAMINO VIEJO MEXICAN RESTAURANT LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received from Camino Viejo Mexican Restaurant LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Camino Viejo Mexican Restaurant LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Camino Viejo Mexican Restaurant LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT ("Agreement") is entered into by and between Camino Viejo Mexican Restaurant LLC, and the CITY OF SHERMAN, TEXAS ("City"), a home-rule municipality. City and Company are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380");

WHEREAS, the Company owns a business operating under the name Camino Viejo Mexican Restaurant, on real property located at 110 E Houston St, Sherman, Texas (the "Property") under Texas Taxpayer ID No. 32067609787, in compliance with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined) under Chapter 380 and the City's Main Street Reimbursement Program;

WHEREAS, the Company agrees that the City's obligation to perform or take any action under this Agreement is strictly contingent on the Company's compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment and generating new tax revenue for jurisdictions in Grayson County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant; Grant Term.

a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant in the form of a reimbursement payable to the Company each year of an amount equal to the one percent of sales tax actually collected and received by the City on sales generated in or by the Company on the Property that are taxable by the City for a five (5) year period commencing January 1, 2022 (the "Grant Term") in a combined total amount not to exceed two hundred fifty thousand and 00/100 Dollars ($250,00.00) (the "Grant").

b. If, after all of the Performance Requirements set forth below have been initially satisfied, any of the Performance Requirements are thereafter not satisfied during any period of time for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to the Company of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar year and the City shall also have the right to give the Company a notice that this Agreement shall immediately terminate without further action by either party. In the case of such failure, the Company shall not be required to return to the City any portion of the Grant that has been previously distributed.

c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the sales tax revenues collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same. The basis for any Grant due to the Company under this Agreement shall never include any monies the Company pays or owes to the State of Texas or the City for any penalties for late payments, failures to report in a timely manner, and the like, related to the sales taxes or ad valorem taxes due on the Property.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the "Performance Requirements"):

a. The Company shall obtain and maintain a permanent Certificate of Occupancy from the City and, and shall maintain continuous operation of the Company's facilities on the Property during all portions of the Grant Term; and

b. No later than thirty (30) days after the close of each calendar year during the term of this Agreement, the Company shall provide the City with a copy of the Texas Sales and Use Tax Return that the Company submits to the Comptroller of the State of Texas relating to the Company's remission of City Sales and Use Tax Collected on the Property as a result of the operation of the Company ("Sales Tax Report").

In the event the City is unable to obtain the necessary sales tax information from the Sales Tax Report or in the event the City is unable to obtain the Sales Tax Report for any period of time during the Grant Term, the Company, in order to obtain payment of the Grant, shall have the obligation to provide, or cause to be provided, to the City a current list of each person doing business within the Property together with a waiver of confidentiality and permission to obtain tax information from the State Comptroller relating to such person (collectively, the "Personal Information") in such form as is required by the Texas Comptroller in order to release the tax information, an example of which is attached hereto as Exhibit C (the "Waiver of Sales Tax Confidentiality") relating to such person to the City. The Company's failure to provide the City with the Personal Information shall not constitute a default under this Agreement but shall relieve the City permanently of the obligation to pay that portion of the Grant that relates to such person prior to the date that the Personal Information is provided to the City. Subject to the terms and conditions of this Agreement, the City will pay the Grant to the Company on a yearly basis beginning on following the date the Company first meets the Performance Requirements and, if applicable, within sixty (60) days after the Company provides the City the Personal Information set forth in this section, and continuing each year thereafter during the Grant Term, provided that the Company each year meets the Performance Requirements, until the earlier of (i) the end of the Grant Term; (ii) the Grant is paid in full; or (iii) this Agreement is terminated. The City and the Company designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax Revenue information from the State Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended; and

c. All property taxes and other governmental assessments for the Property, including business personal property, shall be paid when due.

d. The Company shall continuously comply with this Agreement during the Grant Term.

e. The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. Confidentiality. The City acknowledges that the Company contends that the information regarding sales taxes generated by the Company on the Property is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to the Company and the owners, tenants and/or occupants of the Property. To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the City shall maintain the confidentiality of the Personal Information and the information contained in the Comptroller's Sales Tax Reports obtained by the City (collectively, the "Sales Information"), but shall be permitted to disclose the

Sales Information to such City employees and agents as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

5. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Grayson County taxing jurisdictions throughout the term of this Agreement.

e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

4. Default.

a. The following shall constitute an "Event of Default" under this Agreement:

(i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 6(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.

(ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.

(iii) A breach of a representation under this Agreement by Company.

b. In the event of the occurrence of an Event of Default described under Section 6(a) above, the non-defaulting party may give written notice to the other party of such Event of Default, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

c. This Agreement shall terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Grant Term; or

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 6(b) above), after an Event of Default.

d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 6, and the Company hereby waives any other remedies under law or in equity.

7. 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, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the City:	City of Sherman 405 N Rusk Street Sherman, Texas 75090 Attn: Nate Strauch
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman
If to the Company:	Camino Viejo Mexican Restaurant LLC 110 E Houston St Sherman, TX 75090

5. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

6. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission (the "TEC") was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not

boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

7. Miscellaneous.

a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

c. 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 hereto.

d. 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.

e. 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 City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.

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

g. 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.

h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i. 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 date of this Agreement.

j. 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.

k. 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.

l. 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.

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

n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[*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 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 executed: _____

_____

By:_____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

_____
Notary Public, State of Texas

Exhibit C
Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales and use tax information pertaining to the taxpayer indicated below to the City of Sherman. I understand that this waiver applies only to our retail store located at 110 E Houston St in Sherman.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

_____
Name of Taxpayer Listed on Texas Sales Tax Permit

_____
Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____
Taxpayer Mailing Address

110 E Houston St
Physical Location of Business Permitted for Sales Tax in Sherman, Texas

32067609787
Texas Taxpayer ID Number

_____
Authorized Signature*

_____
Printed Name of Authorized Signature

_____
Position of Authorized Signature

_____
Phone Number of Authorized Signature

*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Saturday, September 2, 2023 at 2:59:18 PM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Adams, Michelle

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's Downtown Overlay District.

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	Camino Viejo Mexican Restaurant
Name of Company (if different than business name)	*Field not completed.*
Texas Tax ID Number	32067609787
Business Address	110 E Houston St, Sherman, TX 75090
Name of Person Applying	Oscar Zamora
Telephone Number	903-487-8164

(Section Break)

Business Square Footage	2500
Own or lease?	Own, Lease
If leased, when does the lease come up for renewal?	4/1/2025
Date Certificate of Occupancy Was Granted	11/15/2015
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	Yes
Business description	Family owned and operated Mexican restaurant. Economic activity involves selling food, marketing to the sherman community and hosting private events for residents.

Email not displaying correctly? View it in your browser.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 19.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7201***

Authorizing Execution of a Chapter 380 Grant Agreement with Texoma Communications, LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Approving a Chapter 380 Grant Agreement with Texoma Communications, LLC for incentives authorized under Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed $250,000.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 7201
380 Agreement
Application

RESOLUTION NO. 7201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH TEXOMA COMMUNICATIONS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received from Texoma Communications, LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Texoma Communications, LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Texoma Communications, LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT ("Agreement") is entered into by and between Texoma Communications, LLC, and the CITY OF SHERMAN, TEXAS ("City"), a home-rule municipality. City and Company are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380");

WHEREAS, the Company owns a business operating under the name TekWav, on real property located at 223 N Walnut St., Sherman, Texas (the "Property") under Texas Taxpayer ID No. 32049590410, in compliance with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined) under Chapter 380 and the City's Main Street Reimbursement Program;

WHEREAS, the Company agrees that the City's obligation to perform or take any action under this Agreement is strictly contingent on the Company's compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment and generating new tax revenue for jurisdictions in Grayson County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant; Grant Term.

a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant in the form of a reimbursement payable to the Company each year of an amount equal to the one percent of sales tax actually collected and received by the City on sales generated in or by the Company on the Property that are taxable by the City for a five (5) year period commencing January 1, 2022 (the "Grant Term") in a combined total amount not to exceed two hundred fifty thousand and 00/100 Dollars ($250,00.00) (the "Grant").

b. If, after all of the Performance Requirements set forth below have been initially satisfied, any of the Performance Requirements are thereafter not satisfied during any period of time for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to the Company of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar year and the City shall also have the right to give the Company a notice that this Agreement shall immediately terminate without further action by either party. In the case of such failure, the Company shall not be required to return to the City any portion of the Grant that has been previously distributed.

c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the sales tax revenues collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same. The basis for any Grant due to the Company under this Agreement shall never include any monies the Company pays or owes to the State of Texas or the City for any penalties for late payments, failures to report in a timely manner, and the like, related to the sales taxes or ad valorem taxes due on the Property.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the "Performance Requirements"):

a. The Company shall obtain and maintain a permanent Certificate of Occupancy from the City and, and shall maintain continuous operation of the Company's facilities on the Property during all portions of the Grant Term; and

b. No later than thirty (30) days after the close of each calendar year during the term of this Agreement, the Company shall provide the City with a copy of the Texas Sales and Use Tax Return that the Company submits to the Comptroller of the State of Texas relating to the Company's remission of City Sales and Use Tax Collected on the Property as a result of the operation of the Company ("Sales Tax Report").

In the event the City is unable to obtain the necessary sales tax information from the Sales Tax Report or in the event the City is unable to obtain the Sales Tax Report for any period of time during the Grant Term, the Company, in order to obtain payment of the Grant, shall have the obligation to provide, or cause to be provided, to the City a current list of each person doing business within the Property together with a waiver of confidentiality and permission to obtain tax information from the State Comptroller relating to such person (collectively, the "Personal Information") in such form as is required by the Texas Comptroller in order to release the tax information, an example of which is attached hereto as Exhibit C (the "Waiver of Sales Tax Confidentiality") relating to such person to the City. The Company's failure to provide the City with the Personal Information shall not constitute a default under this Agreement but shall relieve the City permanently of the obligation to pay that portion of the Grant that relates to such person prior to the date that the Personal Information is provided to the City. Subject to the terms and conditions of this Agreement, the City will pay the Grant to the Company on a yearly basis beginning on following the date the Company first meets the Performance Requirements and, if applicable, within sixty (60) days after the Company provides the City the Personal Information set forth in this section, and continuing each year thereafter during the Grant Term, provided that the Company each year meets the Performance Requirements, until the earlier of (i) the end of the Grant Term; (ii) the Grant is paid in full; or (iii) this Agreement is terminated. The City and the Company designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax Revenue information from the State Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended; and

c. All property taxes and other governmental assessments for the Property, including business personal property, shall be paid when due.

d. The Company shall continuously comply with this Agreement during the Grant Term.

e. The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. Confidentiality. The City acknowledges that the Company contends that the information regarding sales taxes generated by the Company on the Property is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to the Company and the owners, tenants and/or occupants of the Property. To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the City shall maintain the confidentiality of the Personal Information and the information contained in the Comptroller's Sales Tax Reports obtained by the City (collectively, the "Sales Information"), but shall be permitted to disclose the

Sales Information to such City employees and agents as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

5. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Grayson County taxing jurisdictions throughout the term of this Agreement.

e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

4. Default.

a. The following shall constitute an "Event of Default" under this Agreement:

(i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 6(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.

(ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.

(iii) A breach of a representation under this Agreement by Company.

b. In the event of the occurrence of an Event of Default described under Section 6(a) above, the non-defaulting party may give written notice to the other party of such Event of Default, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

c. This Agreement shall terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Grant Term; or

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 6(b) above), after an Event of Default.

d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 6, and the Company hereby waives any other remedies under law or in equity.

7. 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, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the City:	City of Sherman 405 N Rusk Street Sherman, Texas 75090 Attn: Nate Strauch
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman
If to the Company:	Texoma Communications, LLC 223 N Walnut St. Sherman, TX 75090

5. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

6. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission (the "TEC") was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not

boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

7. Miscellaneous.

a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

c. 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 hereto.

d. 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.

e. 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 City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.

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

g. 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.

h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i. 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 date of this Agreement.

j. 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.

k. 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.

l. 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.

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

n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[*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 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 executed: _____

_____

By:_____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

_____
Notary Public, State of Texas

Exhibit C
Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales and use tax information pertaining to the taxpayer indicated below to the City of Sherman. I understand that this waiver applies only to our retail store located at 223 N Walnut St. in Sherman.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

_____
Name of Taxpayer Listed on Texas Sales Tax Permit

_____
Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____
Taxpayer Mailing Address

223 N Walnut St.
Physical Location of Business Permitted for Sales Tax in Sherman, Texas

32049590410
Texas Taxpayer ID Number

_____
Authorized Signature*

_____
Printed Name of Authorized Signature

_____
Position of Authorized Signature

_____
Phone Number of Authorized Signature

*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Friday, September 8, 2023 at 5:27:49 PM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Adams, Michelle

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's Downtown Overlay District.

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	Texoma Communications, LLC
Name of Company (if different than business name)	*Field not completed.*
Texas Tax ID Number	32049590410
Business Address	223 N Walnut St.
Name of Person Applying	Joseph McGrath
Telephone Number	9032718899
Email Address	jj@tekwav.com

(Section Break)

Business Square Footage	TekWav
Own or lease?	Lease
If leased, when does the lease come up for renewal?	2/27/2024
Date Certificate of Occupancy Was Granted	12/1/2017
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	Yes
Business description	Internet Service Provider

Email not displaying correctly? View it in your browser.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 20.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7202***

Authorizing Execution of a Chapter 380 Grant Agreement with Katrina Coffman and Sarah Pierce for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Approving a Chapter 380 Grant Agreement with The Milieu Wine Bar for incentives authorized under Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed $250,000.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 7202
380 Agreement
Application

RESOLUTION NO. 7202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH KATRINA COFFMAN AND SARAH PIERCE FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received Katrina Coffman and Sarah Pierce meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Katrina Coffman and Sarah Pierce and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Katrina Coffman and Sarah Pierce for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT ("Agreement") is entered into by and between Katrina Coffman and Sarah Pierce, and the CITY OF SHERMAN, TEXAS ("City"), a home-rule municipality. City and Company are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380");

WHEREAS, the Company owns a business operating under the name The Milieu Wine Bar, on real property located at 218 West Houston Street, Sherman, Texas (the "Property") under Texas Taxpayer ID No. 32078827097, in compliance with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined) under Chapter 380 and the City's Main Street Reimbursement Program;

WHEREAS, the Company agrees that the City's obligation to perform or take any action under this Agreement is strictly contingent on the Company's compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment and generating new tax revenue for jurisdictions in Grayson County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant; Grant Term.

a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant in the form of a reimbursement payable to the Company each year of an amount equal to the one percent of sales tax actually collected and received by the City on sales generated in or by the Company on the Property that are taxable by the City for a five (5) year period commencing September 1, 2022 (the "Grant Term") in a combined total amount not to exceed two hundred fifty thousand and 00/100 Dollars ($250,00.00) (the "Grant").

b. If, after all of the Performance Requirements set forth below have been initially satisfied, any of the Performance Requirements are thereafter not satisfied during any period of time for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to the Company of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar year and the City shall also have the right to give the Company a notice that this Agreement shall immediately terminate without further action by either party. In the case of such failure, the Company shall not be required to return to the City any portion of the Grant that has been previously distributed.

c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the sales tax revenues collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same. The basis for any Grant due to the Company under this Agreement shall never include any monies the Company pays or owes to the State of Texas or the City for any penalties for late payments, failures to report in a timely manner, and the like, related to the sales taxes or ad valorem taxes due on the Property.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the "Performance Requirements"):

a. The Company shall obtain and maintain a permanent Certificate of Occupancy from the City and, and shall maintain continuous operation of the Company's facilities on the Property during all portions of the Grant Term; and

b. No later than thirty (30) days after the close of each calendar year during the term of this Agreement, the Company shall provide the City with a copy of the Texas Sales and Use Tax Return that the Company submits to the Comptroller of the State of Texas relating to the Company's remission of City Sales and Use Tax Collected on the Property as a result of the operation of the Company ("Sales Tax Report").

In the event the City is unable to obtain the necessary sales tax information from the Sales Tax Report or in the event the City is unable to obtain the Sales Tax Report for any period of time during the Grant Term, the Company, in order to obtain payment of the Grant, shall have the obligation to provide, or cause to be provided, to the City a current list of each person doing business within the Property together with a waiver of confidentiality and permission to obtain tax information from the State Comptroller relating to such person (collectively, the "Personal Information") in such form as is required by the Texas Comptroller in order to release the tax information, an example of which is attached hereto as Exhibit C (the "Waiver of Sales Tax Confidentiality") relating to such person to the City. The Company's failure to provide the City with the Personal Information shall not constitute a default under this Agreement but shall relieve the City permanently of the obligation to pay that portion of the Grant that relates to such person prior to the date that the Personal Information is provided to the City. Subject to the terms and conditions of this Agreement, the City will pay the Grant to the Company on a yearly basis beginning on following the date the Company first meets the Performance Requirements and, if applicable, within sixty (60) days after the Company provides the City the Personal Information set forth in this section, and continuing each year thereafter during the Grant Term, provided that the Company each year meets the Performance Requirements, until the earlier of (i) the end of the Grant Term; (ii) the Grant is paid in full; or (iii) this Agreement is terminated. The City and the Company designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax Revenue information from the State Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended; and

c. All property taxes and other governmental assessments for the Property, including business personal property, shall be paid when due.

d. The Company shall continuously comply with this Agreement during the Grant Term.

e. The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. Confidentiality. The City acknowledges that the Company contends that the information regarding sales taxes generated by the Company on the Property is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to the Company and the owners, tenants and/or occupants of the Property. To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the City shall maintain the confidentiality of the Personal Information and the information contained in the Comptroller's Sales Tax Reports obtained by the City (collectively, the "Sales Information"), but shall be permitted to disclose the

Sales Information to such City employees and agents as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

5. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Grayson County taxing jurisdictions throughout the term of this Agreement.

e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

4. Default.

a. The following shall constitute an "Event of Default" under this Agreement:

(i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 6(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.

(ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.

(iii) A breach of a representation under this Agreement by Company.

b. In the event of the occurrence of an Event of Default described under Section 6(a) above, the non-defaulting party may give written notice to the other party of such Event of Default, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

c. This Agreement shall terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Grant Term; or

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 6(b) above), after an Event of Default.

d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 6, and the Company hereby waives any other remedies under law or in equity.

7. 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, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the City:	City of Sherman 405 N Rusk Street Sherman, Texas 75090 Attn: Nate Strauch
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman
If to the Company:	Katrina Coffman and Sarah Pierce 218 West Houston Street Sherman, TX 75090

5. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

6. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission (the "TEC") was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not

boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

7. Miscellaneous.

a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

c. 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 hereto.

d. 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.

e. 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 City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.

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

g. 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.

h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i. 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 date of this Agreement.

j. 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.

k. 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.

l. 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.

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

n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[*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 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 executed: _____

_____

By:_____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

_____
Notary Public, State of Texas

Exhibit C
Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales and use tax information pertaining to the taxpayer indicated below to the City of Sherman. I understand that this waiver applies only to our retail store located at 218 West Houston Street in Sherman.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

_____
Name of Taxpayer Listed on Texas Sales Tax Permit

_____
Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____
Taxpayer Mailing Address

218 West Houston Street
Physical Location of Business Permitted for Sales Tax in Sherman, Texas

32078827097
Texas Taxpayer ID Number

_____
Authorized Signature*

_____
Printed Name of Authorized Signature

_____
Position of Authorized Signature

_____
Phone Number of Authorized Signature

*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Tuesday, September 12, 2023 at 10:46:00 AM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Adams, Michelle

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's Downtown Overlay District.

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	The Milieu Wine Bar
Name of Company (if different than business name)	*Field not completed.*
Texas Tax ID Number	32078827097
Business Address	218 West Houston Street suite 100
Name of Person Applying	Katrina Coffman
Telephone Number	9032715253
Email Address	Katrinacarol@yahoo.com

(Section Break)

Business Square Footage	1500
Own or lease?	Lease
If leased, when does the lease come up for renewal?	5/1/2024
Date Certificate of Occupancy Was Granted	8/22/2022
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	No
Business description	Wine bar

Email not displaying correctly? View it in your browser.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 21.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7203***

Authorizing Execution of a Chapter 380 Grant Agreement with The Zen Bar LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Approving a Chapter 380 Grant Agreement with The Zen Bar for incentives authorized under Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed $250,000.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 7203
380 Agreement
Application

RESOLUTION NO. 7203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH THE ZEN BAR LLCFOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received The Zen Bar LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from The Zen Bar LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with The Zen Bar LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT ("Agreement") is entered into by and between The Zen Bar LLC, and the CITY OF SHERMAN, TEXAS ("City"), a home-rule municipality. City and Company are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380");

WHEREAS, the Company owns a business operating under the name The Zen Bar, on real property located at 315 N. Travis St., Sherman, Texas (the "Property") under Texas Taxpayer ID No. 32081414735, in compliance with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined) under Chapter 380 and the City's Main Street Reimbursement Program;

WHEREAS, the Company agrees that the City's obligation to perform or take any action under this Agreement is strictly contingent on the Company's compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment and generating new tax revenue for jurisdictions in Grayson County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant; Grant Term.

a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant in the form of a reimbursement payable to the Company each year of an amount equal to the one percent of sales tax actually collected and received by the City on sales generated in or by the Company on the Property that are taxable by the City for a five (5) year period commencing January 1, 2022 (the "Grant Term") in a combined total amount not to exceed two hundred fifty thousand and 00/100 Dollars ($250,00.00) (the "Grant").

b. If, after all of the Performance Requirements set forth below have been initially satisfied, any of the Performance Requirements are thereafter not satisfied during any period of time for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to the Company of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar year and the City shall also have the right to give the Company a notice that this Agreement shall immediately terminate without further action by either party. In the case of such failure, the Company shall not be required to return to the City any portion of the Grant that has been previously distributed.

c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the sales tax revenues collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same. The basis for any Grant due to the Company under this Agreement shall never include any monies the Company pays or owes to the State of Texas or the City for any penalties for late payments, failures to report in a timely manner, and the like, related to the sales taxes or ad valorem taxes due on the Property.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the "Performance Requirements"):

a. The Company shall obtain and maintain a permanent Certificate of Occupancy from the City and, and shall maintain continuous operation of the Company's facilities on the Property during all portions of the Grant Term; and

b. No later than thirty (30) days after the close of each calendar year during the term of this Agreement, the Company shall provide the City with a copy of the Texas Sales and Use Tax Return that the Company submits to the Comptroller of the State of Texas relating to the Company's remission of City Sales and Use Tax Collected on the Property as a result of the operation of the Company ("Sales Tax Report").

In the event the City is unable to obtain the necessary sales tax information from the Sales Tax Report or in the event the City is unable to obtain the Sales Tax Report for any period of time during the Grant Term, the Company, in order to obtain payment of the Grant, shall have the obligation to provide, or cause to be provided, to the City a current list of each person doing business within the Property together with a waiver of confidentiality and permission to obtain tax information from the State Comptroller relating to such person (collectively, the "Personal Information") in such form as is required by the Texas Comptroller in order to release the tax information, an example of which is attached hereto as Exhibit C (the "Waiver of Sales Tax Confidentiality") relating to such person to the City. The Company's failure to provide the City with the Personal Information shall not constitute a default under this Agreement but shall relieve the City permanently of the obligation to pay that portion of the Grant that relates to such person prior to the date that the Personal Information is provided to the City. Subject to the terms and conditions of this Agreement, the City will pay the Grant to the Company on a yearly basis beginning on following the date the Company first meets the Performance Requirements and, if applicable, within sixty (60) days after the Company provides the City the Personal Information set forth in this section, and continuing each year thereafter during the Grant Term, provided that the Company each year meets the Performance Requirements, until the earlier of (i) the end of the Grant Term; (ii) the Grant is paid in full; or (iii) this Agreement is terminated. The City and the Company designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax Revenue information from the State Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended; and

c. All property taxes and other governmental assessments for the Property, including business personal property, shall be paid when due.

d. The Company shall continuously comply with this Agreement during the Grant Term.

e. The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. Confidentiality. The City acknowledges that the Company contends that the information regarding sales taxes generated by the Company on the Property is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to the Company and the owners, tenants and/or occupants of the Property. To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the City shall maintain the confidentiality of the Personal Information and the information contained in the Comptroller's Sales Tax Reports obtained by the City (collectively, the "Sales Information"), but shall be permitted to disclose the

Sales Information to such City employees and agents as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

5. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Grayson County taxing jurisdictions throughout the term of this Agreement.

e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

4. Default.

a. The following shall constitute an "Event of Default" under this Agreement:

(i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 6(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.

(ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.

(iii) A breach of a representation under this Agreement by Company.

b. In the event of the occurrence of an Event of Default described under Section 6(a) above, the non-defaulting party may give written notice to the other party of such Event of Default, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

c. This Agreement shall terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Grant Term; or

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 6(b) above), after an Event of Default.

d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 6, and the Company hereby waives any other remedies under law or in equity.

7. 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, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the City:	City of Sherman 405 N Rusk Street Sherman, Texas 75090 Attn: Nate Strauch
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman
If to the Company:	The Zen Bar LLC 315 N. Travis St. Sherman, TX 75090

5. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

6. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission (the "TEC") was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not

boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

7. Miscellaneous.

a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

c. 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 hereto.

d. 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.

e. 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 City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.

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

g. 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.

h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i. 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 date of this Agreement.

j. 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.

k. 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.

l. 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.

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

n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[*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 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 executed: _____

_____

By:_____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

_____
Notary Public, State of Texas

Exhibit C
Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales and use tax information pertaining to the taxpayer indicated below to the City of Sherman. I understand that this waiver applies only to our retail store located at 315 N. Travis St. in Sherman.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

_____
Name of Taxpayer Listed on Texas Sales Tax Permit

_____
Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____
Taxpayer Mailing Address

315 N. Travis St.
Physical Location of Business Permitted for Sales Tax in Sherman, Texas

32081414735
Texas Taxpayer ID Number

_____
Authorized Signature*

_____
Printed Name of Authorized Signature

_____
Position of Authorized Signature

_____
Phone Number of Authorized Signature

*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Tuesday, September 19, 2023 at 2:00:54 PM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Adams, Michelle

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's Downtown Overlay District.

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	The Zen Bar, LLC
Name of Company (if different than business name)	*Field not completed.*
Texas Tax ID Number	32081414735
Business Address	315 N. Travis St.
Name of Person Applying	Melinda Spears
Telephone Number	9038208334
Email Address	thezenbar903@yahoo.com

(Section Break)

Business Square Footage	300
Own or lease?	Lease
If leased, when does the lease come up for renewal?	10/1/2023
Date Certificate of Occupancy Was Granted	10/1/2021
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	Yes
Business description	Health and wellness spa offering ozone therapy, vitamin injections, and retail.

Email not displaying correctly? View it in your browser.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 22.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7204***

Authorizing Execution of a Chapter 380 Grant Agreement with L & T Auto Parts, Inc. for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Approving a Chapter 380 Grant Agreement with Acme Auto Parts for incentives authorized under Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed $250,000.

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

The City Council could deny the agreement.

Attachments

Resolution No. 7204
380 Agreement
Application

RESOLUTION NO. 7204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH L & T AUTO PARTS, INC.FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received L & T Auto Parts, Inc. meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from L & T Auto Parts, Inc. and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with L & T Auto Parts, Inc. for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 16th day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CHAPTER 380 GRANT AGREEMENT

This CHAPTER 380 GRANT AGREEMENT ("Agreement") is entered into by and between L & T Auto Parts, Inc., and the CITY OF SHERMAN, TEXAS ("City"), a home-rule municipality. City and Company are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has found that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380");

WHEREAS, the Company owns a business operating under the name Acme Auto Parts, on real property located at 219 E. Pecan St, Sherman, Texas (the "Property") under Texas Taxpayer ID No. 17511820841, in compliance with this Agreement and applicable ordinances of the City and as approved by the City;

WHEREAS, the City Council finds that the Company meets the criteria for providing the Grant (hereinafter defined) under Chapter 380 and the City's Main Street Reimbursement Program;

WHEREAS, the Company agrees that the City's obligation to perform or take any action under this Agreement is strictly contingent on the Company's compliance with this Agreement, including completion of the Performance Requirements as defined in this Agreement;

WHEREAS, the City is willing to provide the Company with economic assistance on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement;

WHEREAS, the City Council finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment and generating new tax revenue for jurisdictions in Grayson County, which will help stimulate the overall local economy.

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

1. Findings Incorporated. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Chapter 380 Grant; Grant Term.

a. Subject to the terms of this Agreement and provided that the Company has complied and continues to comply with all of the Performance Requirements set forth in Section 3 below, the City will, pursuant to Chapter 380, provide to the Company an economic development grant in the form of a reimbursement payable to the Company each year of an amount equal to the one percent of sales tax actually collected and received by the City on sales generated in or by the Company on the Property that are taxable by the City for a five (5) year period commencing January 1, 2022 (the "Grant Term") in a combined total amount not to exceed two hundred fifty thousand and 00/100 Dollars ($250,00.00) (the "Grant").

b. If, after all of the Performance Requirements set forth below have been initially satisfied, any of the Performance Requirements are thereafter not satisfied during any period of time for which a Grant is calculated, then if such failure of a condition is not cured within thirty (30) days after written notice from the City to the Company of such failure, the City will be relieved of its obligation to pay the portion of the Grant related to such calendar year and the City shall also have the right to give the Company a notice that this Agreement shall immediately terminate without further action by either party. In the case of such failure, the Company shall not be required to return to the City any portion of the Grant that has been previously distributed.

c. The Company acknowledges and agrees that the City is not certifying or otherwise encumbering any funds for the payment of the Grant due under this Agreement and does not have any monies budgeted for the same. The Company agrees not to make any claims against the City for any monies other than those from the sales tax revenues collected on the Property, and nothing in this Agreement shall require City to make payment from revenue sources other than the same. The basis for any Grant due to the Company under this Agreement shall never include any monies the Company pays or owes to the State of Texas or the City for any penalties for late payments, failures to report in a timely manner, and the like, related to the sales taxes or ad valorem taxes due on the Property.

3. Performance Requirements. The following conditions must be satisfied by the Company during the Grant Term in order for the Company to qualify for the Grant (collectively, the "Performance Requirements"):

a. The Company shall obtain and maintain a permanent Certificate of Occupancy from the City and, and shall maintain continuous operation of the Company's facilities on the Property during all portions of the Grant Term; and

b. No later than thirty (30) days after the close of each calendar year during the term of this Agreement, the Company shall provide the City with a copy of the Texas Sales and Use Tax Return that the Company submits to the Comptroller of the State of Texas relating to the Company's remission of City Sales and Use Tax Collected on the Property as a result of the operation of the Company ("Sales Tax Report").

In the event the City is unable to obtain the necessary sales tax information from the Sales Tax Report or in the event the City is unable to obtain the Sales Tax Report for any period of time during the Grant Term, the Company, in order to obtain payment of the Grant, shall have the obligation to provide, or cause to be provided, to the City a current list of each person doing business within the Property together with a waiver of confidentiality and permission to obtain tax information from the State Comptroller relating to such person (collectively, the "Personal Information") in such form as is required by the Texas Comptroller in order to release the tax information, an example of which is attached hereto as Exhibit C (the "Waiver of Sales Tax Confidentiality") relating to such person to the City. The Company's failure to provide the City with the Personal Information shall not constitute a default under this Agreement but shall relieve the City permanently of the obligation to pay that portion of the Grant that relates to such person prior to the date that the Personal Information is provided to the City. Subject to the terms and conditions of this Agreement, the City will pay the Grant to the Company on a yearly basis beginning on following the date the Company first meets the Performance Requirements and, if applicable, within sixty (60) days after the Company provides the City the Personal Information set forth in this section, and continuing each year thereafter during the Grant Term, provided that the Company each year meets the Performance Requirements, until the earlier of (i) the end of the Grant Term; (ii) the Grant is paid in full; or (iii) this Agreement is terminated. The City and the Company designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax Revenue information from the State Comptroller pursuant to Section 321.3022 of the Texas Tax Code, as amended; and

c. All property taxes and other governmental assessments for the Property, including business personal property, shall be paid when due.

d. The Company shall continuously comply with this Agreement during the Grant Term.

e. The Company shall provide to the City documentation satisfactory to the City that the Company has satisfied all of the Performance Requirements set forth above.

4. Confidentiality. The City acknowledges that the Company contends that the information regarding sales taxes generated by the Company on the Property is commercial or financial information which is proprietary and confidential, the disclosure of which could cause competitive harm to the Company and the owners, tenants and/or occupants of the Property. To the extent permitted by law, and subject to the requirements of the Texas Public Information Act, the City shall maintain the confidentiality of the Personal Information and the information contained in the Comptroller's Sales Tax Reports obtained by the City (collectively, the "Sales Information"), but shall be permitted to disclose the

Sales Information to such City employees and agents as the City, in its reasonable discretion, deems appropriate in furtherance of the purposes herein set forth.

5. The Company Representations. The Company makes the following representations and warranties to the City, and agrees to timely and fully perform the following obligations and duties:

a. The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this Agreement. As used herein, the term "good standing" means the status of the Company with the Comptroller of the State of Texas shall be "Active."

b. No litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business or operation.

c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against the Company, and the Company has not been informed of any potential involuntary bankruptcy proceedings against the Company.

d. The Company shall remain current and in good standing with all sales taxes, ad valorem taxes, fees and other recurring charges of the City, the State of Texas and Grayson County taxing jurisdictions throughout the term of this Agreement.

e. The Company represents and certifies that the Company does not and will not knowingly employ any undocumented worker at the Company or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all Grant payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies the Company of the violation.

4. Default.

a. The following shall constitute an "Event of Default" under this Agreement:

(i) Upon the expiration of the notice and cure period set forth in the first sentence of Section 6(b) below, the City's failure to process any portion of the Grant payments owing to the Company in accordance with this Agreement.

(ii) A failure of the Company to comply with and satisfy the Performance Requirements set forth in Section 3 of this Agreement.

(iii) A breach of a representation under this Agreement by Company.

b. In the event of the occurrence of an Event of Default described under Section 6(a) above, the non-defaulting party may give written notice to the other party of such Event of Default, and the defaulting party shall have thirty (30) days thereafter to cure said Event of Default. Should said Event of Default remain uncured after such cure period and the non-defaulting party is not otherwise in default hereunder, then the non-defaulting party shall have the right to give the defaulting party a notice that this Agreement shall immediately terminate without further action by either party. In addition and without terminating this Agreement, the Company shall further have the power to enforce specific performance or bring an action to collect amounts owing upon an Event of Default by the City. No action shall lie for damages against the City beyond the foregoing amounts owed by the City arising from an Event of Default by the City, and no party shall seek or be entitled to recover punitive, special or consequential damages arising out of, or relating to, any Event of Default under this Agreement.

c. This Agreement shall terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Grant Term; or

(iii) at the option of the non-defaulting party (subject to the notice and cure and other provisions of Section 6(b) above), after an Event of Default.

d. The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

e. The Company's sole and exclusive remedies for a breach by the City under this Agreement shall be those expressly provided for in this Section 6, and the Company hereby waives any other remedies under law or in equity.

7. 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, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express 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 notice, the addresses of the parties shall be as follows:

If to the City:	City of Sherman 405 N Rusk Street Sherman, Texas 75090 Attn: Nate Strauch
With a copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attn: Ryan D. Pittman
If to the Company:	L & T Auto Parts, Inc. 219 E. Pecan St Sherman, TX 75090

5. Verification and Compliance. The Company shall allow the City to audit all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (a) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (b) to determine the existence of an event of default under the terms of this Agreement; and (c) to ensure compliance with any other terms and conditions set forth herein or any related documents, including, but not limited to, either of the Performance Agreements. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

6. Company Representations Required by Texas Law. Company hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission (the "TEC") was submitted by Company in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC, in connection with this Agreement. Company represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Company nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the Company is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not boycott energy companies and will not

boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Company hereby certifies that Company does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

7. Miscellaneous.

a. Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

b. Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

c. 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 hereto.

d. 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.

e. 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 City with fair notice of any project of the Company. The Company waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This section shall survive the termination of this Agreement.

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

g. 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.

h. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

i. 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 date of this Agreement.

j. 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.

k. 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.

l. 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.

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

n. Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which may be withheld in the other party's sole discretion.

[*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 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 executed: _____

_____

By:_____
Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023, personally appeared _____, as _____ and duly authorized representative of _____, a _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf thereof.

_____
Notary Public, State of Texas

Exhibit C
Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales and use tax information pertaining to the taxpayer indicated below to the City of Sherman. I understand that this waiver applies only to our retail store located at 219 E. Pecan St in Sherman.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

_____
Name of Taxpayer Listed on Texas Sales Tax Permit

_____
Name under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

_____
Taxpayer Mailing Address

219 E. Pecan St
Physical Location of Business Permitted for Sales Tax in Sherman, Texas

17511820841
Texas Taxpayer ID Number

_____
Authorized Signature*

_____
Printed Name of Authorized Signature

_____
Position of Authorized Signature

_____
Phone Number of Authorized Signature

*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Wednesday, September 13, 2023 at 12:50:57 PM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Adams, Michelle

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's Downtown Overlay District.

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	L & T Auto Parts Co., Inc. DBA Acme Auto Parts
Name of Company (if different than business name)	*Field not completed.*
Texas Tax ID Number	17511820841
Business Address	219 E. Pecan St., Sherman, TX 75090
Name of Person Applying	Marie Nixon
Telephone Number	903-893-8121
Email Address	info@acmeautotx.com

(Section Break)

Business Square Footage	5,400
Own or lease?	Own
If leased, when does the lease come up for renewal?	*Field not completed.*
Date Certificate of Occupancy Was Granted	9/13/1964
If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	Yes
Business description	Auto parts and hydraulic hose and cylinder repair

Email not displaying correctly? View it in your browser.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 10/16/2023

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***

Purchase Multiple Fleet Vehicles for Multiple City Departments

Issue:

Obtaining City Council approval to advertise for the solicitation of public bids for the purchase of multiple vehicles needed for various City departments.

Background:

The solicitation of public bids will fulfill legal procurement requirements and address fleet needs within various departments, including Parks Maintenance, Building Maintenance, Equipment Services, Production Services, Treatment Services, and Stormwater Services.

Origination:

Finance Department

Financial Consideration:

The cost of advertising will be approximately $200.00.

Staff Recommendation:

Staff recommends that the City Council approve this request to advertise.

Alternatives:

As may be directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 10/16/2023

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Police Sergeant Brett Mullen on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 22st annual Halloween "Fright Fest" on Monday, October 30, 202 from 6:00 p.m. to 8:30 p.m.

Background:

Fright Fest is a safe and controlled trick-or-treating event hosted by the Sherman Police Department. The event has been held annually since 2001 and draws up to 3000 people each year. The event consists of many vendors (local businesses, churches, and organizations) setting up booths to hand out candy to Trick-or-Treaters. Vendors are welcome to advertise their organization in any way they choose, but vendors are prohibited from selling any items. Vendors are encouraged to be as creative and elaborate as they wish regarding their booth. The “Cindy Carr Spooky Booth Award” will be given to the vendor with the best display.

Origination:

Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need take no action on this agenda item - informational only.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 2.**

Meeting Date: 10/16/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS
Receive an update from Pape-Dawson Engineers, Inc. for City of Sherman Major Infrastructure Improvements Projects.

Issue:

To receive an update on the status of current and planned Major Infrastructure Improvements Projects

Background:

The City of Sherman is executing a major infrastructure improvements program to meet the fast-growing needs of the city including industrial, commercial and residential users. The city needs to complete certain key infrastructure projects to meet the planned industrial expansion needs of significant industrial users before 2025. At this time, this includes water treatment plant, pump station, transmission pipeline, elevated storage tank and wastewater treatment plant expansion. The City hired Pape-Dawson Engineers as the Program Manager to help deliver the collection of these projects as a program by the required dates. Their contract was approved by the City Council on August 1, 2022.

This is the second City Council status update by Pape-Dawson Engineers on this task.

Pape-Dawson Engineers Project Manager Toby Flinn will provide a brief update on the status of several projects, the accomplishments, upcoming activities, current program status, and individual project status.

Origination:

Engineering Department

Financial Consideration:

There is no financial consideration related to this agenda item.

Staff Recommendation:

There is no Council action required on this agenda item.

Alternatives:

This is an update presentation, so no alternatives apply to this agenda item.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 3.**

Meeting Date: 10/16/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive an Update on the City of Sherman's Ongoing Projects

Issue:

Staff seeks to provide periodic aerial updates to keep the Council abreast of the newest developments in City projects.

Background:

Using the City of Sherman's drone, City staff has cataloged several projects underway or contemplated around town.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

NA

Staff Recommendation:

Information purposes only

Alternatives:

NA

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 4.**

Meeting Date: 10/16/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended September 30, 2023

Issue:

To approve the Investment Report for the quarterly period ended September 30, 2023

Background:

The total operating portfolio book value of about $34.7 million decreased by about $5.5 million from the previous quarter due to the maturities of U.S. Agency Securities, State of Texas Political Subdivision Obligations and withdrawals of FDIC Insured Investment accounts. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 406 days increased from 363 days last quarter. The portfolio yield of 3.68% was 178 basis points below our benchmark 1-year Constant Maturity Treasury Index. Book value slightly exceeds market value ($0.7 million).

The debt proceeds portfolio balance of $87 million increased by $75.4 million due proceeds received from the issuance of the 2023 Certificates of Obligation. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 10 days decreased from 82 days last quarter. The portfolio yield of 5.14% was 41 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 5.55%. Book value approximated market 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

2023-09-30 Investment Reports w_Memo

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Tuesday, October 11, 2023

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Chief Financial Officer ML

SUBJECT: Investment Reports for the Quarter Ended September 30, 2023.

Enclosed is a copy of the quarterly investment reports for September 30, 2023. As of that date, the City followed all applicable state laws and internal policies for the portfolio.

The total operating portfolio book value of about $34.7 million decreased by about $5.5 million from the previous quarter due to the maturities of U.S. Agency Securities, State of Texas Political Subdivision Obligations and withdrawals of FDIC Insuraed Investment accounts. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 406 days increased from 363 days last quarter. The portfolio yield of 3.68% was 178 basis points below our benchmark 1-year Constant Maturity Treasury Index. Book value slightly exceeds market value ($0.7 million).

The debt proceeds portfolio balance of $87 million increased by $75.4 million due proceeds received from the issuance of the 2023 Certificates of Obligation. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 10 days decreased from 82 days last quarter. The portfolio yield of 5.14% was 41 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 5.55%. Book value approximated market value.

The investment reports will be on the October 16, 2023, 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, 2023

Total Portfolio Summary

	Current Quarter 9/30/2023	Prior Quarter 6/30/2023	Change From Prior Quarter
Book Value	$ 34,708,768	$ 40,270,408	$ (5,561,640)
Market Value	$ 34,041,569	$ 39,536,600	$ (5,495,031)
Weighted Average Maturity - Days	406	363	43
Weighted Average Yield	3.68%	3.51%	0.17%
Earned Income	$ 342,897	$ 364,734	$ (21,837)
Earned Income - Year-to-Date	$ 1,122,512	$ 779,615	$ 342,897

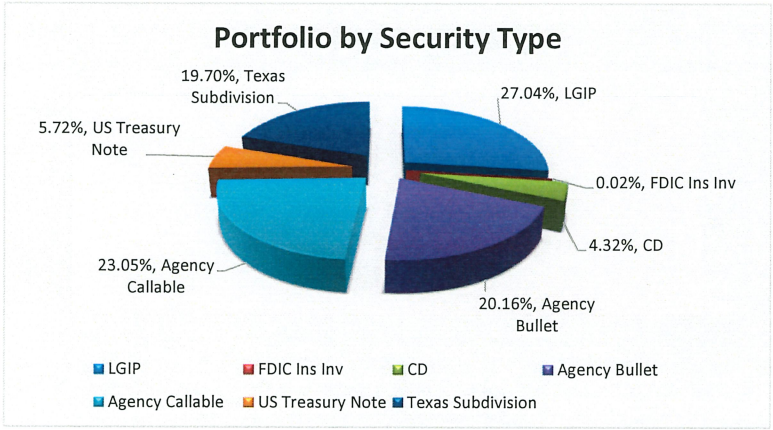
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

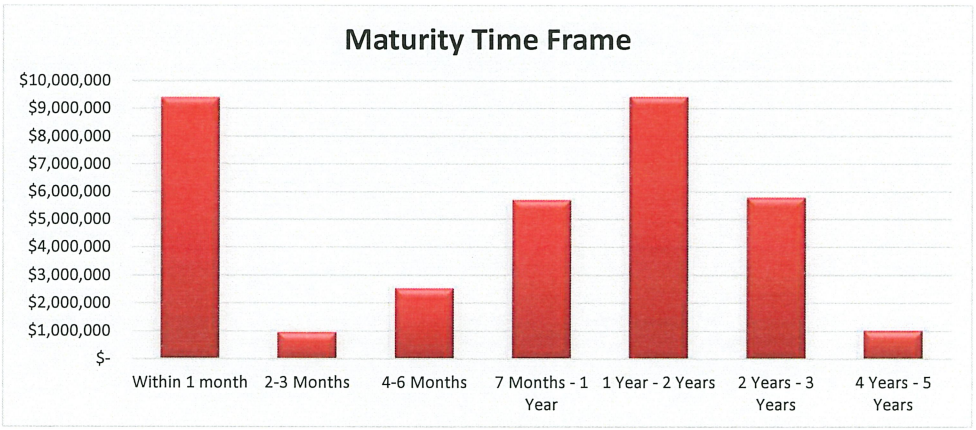
As of September 30, 2023, the City's portfolio had a book value of $34.7 million and a market value of $34 million. Of this amount, approximately $9.4 million was held in Local Government Investment Pools (LGIP), $1.5 million was held in Certificates of Deposit (CD), $15.0 million was held in U.S. Agency Securities, $2.0 million was held in U.S. Treasury Notes and $6.8 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by $5.5 million from the previous quarter due to maturities of U.S. Agency Securities of $1 million and State of Texas Political Subdivisions of $1.3 million and withdrawals of FDIC Insured Investment accounts of $4.2 million, offset by a purchase of U.S. Agency Securities of $1 million.

The weighted average yield of the portfolio was 3.68%, which is 178 basis points less than the 1-year Constant Maturity Treasury Index of 5.46%, and 17 basis points above the previous quarter.

The weighted average maturity of the portfolio increased from 363 days at June 30, 2023, to 406 days at September 30, 2023.





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 9/30/2023

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		10/1/2023	AAAm	$ 5,402,137	100.00	$ 5,402,137	$ 5,402,137	100.00	$ 5,402,137	1	5.32%
TexStar		LGIP	TexSTAR		10/1/2023	AAAm	2,128,609	100.00	2,128,609	2,128,609	100.00	2,128,609	1	5.24%
TexPool ARPA		LGIP	TexPool ARPA		10/1/2023	AAAm	1,852,860	100.00	1,852,860	1,852,860	100.00	1,852,860	1	5.32%
Landing Rock		FDIC Ins Inv	Landing Rock		10/1/2023		5,631	100.00	5,631	5,631	100.00	5,631	1	4.97%
CDARS 1026654471	01/05/23	CDARS	Bank of Texas	4.50%	1/4/2024		1,500,000	100.00	1,500,000	1,500,000	100.00	1,500,000	96	4.60%
02301EED9	06/16/21	Texas Subdivision	Amarillo Potter TX	4.00%	11/15/2023	AA+	445,000	108.73	483,826	447,011	99.98	444,929	46	0.37%
3134GXXQ2	07/19/22	Agency Callable	Freddie Mac	3.30%	12/28/2023	AA+	500,000	99.42	497,725	499,509	99.47	497,372	89	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	999,712	98.06	980,625	138	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	97.36	973,598	188	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	98.41	984,094	209	2.61%
3130AMLM2	06/07/21	Agency Callable	FHLB	0.38%	6/7/2024	AA+	500,000	100.00	500,000	500,000	96.51	482,560	251	0.38%
442349EL6	03/24/23	Texas Subdivision	Houston Tx aprt Sys Rev	1.27%	7/1/2024	AA	1,000,000	100.00	968,714	979,625	96.76	967,585	275	4.10%
811275HB5	11/23/21	Texas Subdivision	Scurry Rosser TX ISD	3.00%	8/15/2024	Aa3	205,000	106.91	219,155	209,541	98.78	202,508	320	0.45%
3130AV3D2	03/06/23	Agency Callable	FHLB	5.45%	9/6/2024	AA	1,000,000	100.00	1,000,000	1,000,000	99.64	996,389	342	5.45%
3136G43H4	03/29/21	Agency Callable	FHLB	0.40%	9/16/2024	AA+	1,000,000	99.850	998,500	999,584	95.21	952,069	352	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	94.95	949,460	415	0.90%
3130AUZ56	03/24/23	Agency Callable	FHLB	5.25%	12/20/2024	AA	1,000,000	100.000	1,005,562	1,000,527	99.33	993,341	447	4.75%
386166JC7	02/24/22	Texas Subdivision	Grand Praire TX TXbl Ref	3.00%	1/1/2025	AA	310,000	103.887	322,050	315,280	96.74	299,902	459	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	259,400	98.02	245,040	504	0.25%
3133ENPY0-A	02/25/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.966	999,660	999,841	95.37	953,731	514	1.76%
3133ENPY0-B	03/11/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.513	995,913	998,471	95.17	951,732	514	1.92%
882806ES7	03/24/23	Texas Subdivision	Texas St. Tech Univ Rev	2.96%	2/15/2025	AA+	885,000	98.381	870,672	874,585	96.70	855,790	504	3.86%
88213AKC8	01/24/23	Texas Subdivision	Texas St. A&M Univ R	2.69%	5/15/2025	AA	510,000	96.496	492,130	497,441	95.83	488,734	593	4.30%
88213ABW4	03/24/23	Texas Subdivision	Texas St A&M Univ R	2.88%	5/15/2025	AA	115,000	97.770	113,668	113,060	96.13	110,551	593	3.98%
91282CEY3	01/23/23	US Treasury Note	US Treasury	3.00%	7/15/2025	AA	1,000,000	97.740	977,431	984,060	96.37	963,711	654	3.97%
2487757W2	02/07/23	Texas Subdivision	Denton Cnty TX	0.77%	7/15/2025	AA	1,335,000	92.332	1,233,264	1,259,798	92.36	1,233,038	654	4.11%
87638QQW2	03/24/23	Texas Subdivision	Tarrant Cnty TX Cult Hosp Rev	1.39%	9/1/2025	AA	100,000	93.750	93,854	95,068	92.17	92,168	702	4.12%
3130ARCN9	03/29/22	Agency Bullet	FHLB	2.00%	9/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	94.28	942,810	730	2.00%
3134GX3U6	10/24/22	Agency Bullet	Freddie Mac	5.15%	10/24/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	98.84	988,443	755	5.15%
3130AUBX1	12/29/22	Agency Bullet	FFCB	5.00%	12/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	98.52	985,237	821	5.00%
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	95.12	332,922	855	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	516,405	99.76	498,819	869	3.52%
3134GYH96	02/27/23	Agency Bullet	FHLMC	5.20%	2/24/2026	AA	1,000,000	100.000	1,000,000	1,000,000	98.69	986,889	878	5.20%
3130AMMJ8	06/06/21	Agency Callable	FHLB	1.50%	6/9/2026	AA+	1,000,000	100.000	1,000,000	1,000,000	91.59	915,919	983	0.40%
876448DY4	01/24/23	Texas Subdivision	Tarrant Tx Regl Water Dist	0.75%	9/1/2026	AA	400,000	89.195	356,780	365,044	88.51	354,029	1,067	4.00%
4637778E5	02/07/23	Texas Subdivision	Irving Tx Table	1.47%	9/15/2026	AA	600,000	91.000	549,467	555,569	89.99	539,941	1,081	4.18%
3134GYXS6	07/26/23	Agency Callable	FHLMC	6.00%	7/27/2028	AA+	1,000,000	100.000	1,000,000	1,000,000	98.84	988,396	1,762	6.00%
Total							**$ 34,894,236**		**$ 34,715,068**	**$ 34,708,768**		**$ 34,041,569**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
As of 9/30/2023

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 6/30/2023	Change in Market Value	Market Value 9/30/2023
TexPool		TexPool		$ 5,156,046	$ 246,091	$ 5,402,137
TexStar		TexStar		115,563	2,013,046	2,128,609
Landing Rock		Landing Rock		4,124,812	(4,119,181)	5,631
TexPool ARPA		TexPool ARPA		4,227,373	(2,374,513)	1,852,860
CDARS 1026654471		CDARS	1/4/2024	1,500,000	-	1,500,000
3130ASPB9	7/28/2022	FHLB	7/28/2023	998,403	(998,403)	-
448474TM8	12/17/2020	City of Hutto, TX Ref Series B	8/1/2023	398,972	(398,972)	-
340405MW6	12/22/2020	City of Floresville TX Elec Light Ref	8/15/2023	525,292	(525,292)	-
413946PC2	6/25/2020	Harris Cnty TX MUD #278 Ref	9/1/2023	420,369	(420,369)	-
02301EED9	6/16/2021	Amarillo Potter TX	11/15/2023	446,131	(1,202)	444,929
3134GXXQ2	7/19/2022	Freddie Mac	12/28/2023	494,885	2,487	497,372
9128CBM2	2/22/2021	US Treasury Note B Class	2/15/2024	967,969	12,656	980,625
3133EMVD1	4/5/2021	FFCB	4/5/2024	960,895	12,703	973,598
3130ARPN5	4/26/2022	FHLB	4/26/2024	976,308	7,786	984,094
3130AMLM2	6/7/2021	FHLB	6/7/2024	476,424	6,136	482,560
442349EL6	3/24/2023	Houston Tx aprt Sys Rev	7/1/2024	957,014	10,571	967,585
811275HB5	11/23/2021	Scurry Rosser TX ISD	8/15/2024	204,493	(1,985)	202,508
3130AV3D2	3/6/2023	FHLB	9/6/2024	994,422	1,967	996,389
3136G43H4	3/29/2021	FHLB	9/16/2024	940,544	11,525	952,069
3130APNE1	11/18/2021	FHLB	11/18/2024	940,000	9,460	949,460
3130AUZ56	3/24/2023	FHLB	12/20/2024	992,081	1,260	993,341
386166JC7	2/24/2022	Grand Praire TX TXbl Ref	1/1/2025	298,479	1,423	299,902
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	248,291	(3,251)	245,040
882806ES7	3/24/2023	Texas St. Tech Univ Rev	2/15/2025	852,397	3,393	855,790
3133ENPY0-A	2/25/2022	FFCB	2/25/2025	948,935	4,796	953,731
3133ENPY0-B	3/11/2022	FFCB	2/25/2025	948,932	2,800	951,732
88213AKC8	1/24/2023	Texas St. A&M Univ R	5/15/2025	487,224	1,510	488,734
88213ABW4	3/24/2023	Texas St A&M Univ R	5/15/2025	110,261	290	110,551
91282CEY3	1/23/2023	US Treasury	7/15/2025	963,633	78	963,711
2487757W2	2/7/2023	Denton Cnty TX	7/15/2025	1,224,205	8,833	1,233,038
87638QQW2	3/24/2023	Tarrant Cnty TX Cult Hosp Rev	9/1/2025	91,076	1,092	92,168
3130ARCN9	3/29/2022	FHLB	9/29/2025	938,334	4,476	942,810
3134GX3U6	10/24/2022	Freddie Mac	10/24/2025	987,361	1,082	988,443
3130AUBX1	12/29/2022	FFCB	12/29/2025	988,017	(2,780)	985,237
79625GFC2	4/13/2022	San Antonio Tx Elec & Gas TXBI	2/1/2026	334,018	(1,096)	332,922
232769JW0	9/2/2022	Cypress-Fairbanks TX Ind Sch	2/15/2026	502,164	(3,345)	498,819
3130AMMJ8	6/6/2021	FHLB	6/9/2026	912,102	3,817	915,919
876448DY4	1/24/2023	Tarrant Tx Regl Water Dist	9/1/2026	352,134	1,895	354,029
3134GYH96	2/27/2023	FHLMC	2/24/2026	989,333	(2,444)	986,889
4637778E5	2/7/2023	Irving Tx Table	9/15/2026	541,708	(1,767)	539,941
3134GYXS6	7/27/2028	FHLMC	7/27/2028	-	988,396	988,396
Total				**$ 39,536,600**	**$ (5,495,031)**	**$ 34,041,569**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
As of 9/30/2023

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											
	7/28/2023	3130ASPB9	FHLB	3.10%			1,000,000	1,000,000	15,500	1,015,500	3.13%
	8/1/2023	448474TM8	City of Hutto TX GO	2.00%			400,000	400,000	4,000	404,000	0.40%
	8/3/2023		Landing Rock	4.88%			1,000,000	1,000,000	-	1,000,000	4.88%
	8/8/2023		Landing Rock	4.88%			1,000,000	1,000,000	-	1,000,000	4.88%
	8/3/2023		Texpool	5.30%			2,000,000	2,000,000	-	2,000,000	5.30%
	8/8/2023		Texpool	5.30%			1,000,000	1,000,000	-	1,000,000	5.30%
	8/12/2023	340405MW6	City of Floresville TX Elect	4.00%			525,000	525,000	10,500	535,500	0.46%
	9/1/2023	413946PC2	Harris Cnty TX MUD#278 GO	4.00%			420,000	420,000	8,400	428,400	1.14%
	9/15/023		Landing Rock	5.23%			1,000,000	1,000,000	-	1,000,000	5.23%
	9/22/2023		Texpool-ARPA	5.23%			2,427,491	2,427,491	-	2,427,491	5.23%
	9/25/2023		Landing Rock	5.23%			1,151,019	1,151,019	-	1,151,019	5.23%
Purchases											
	7/26/2023	3134GYXS6	FHLMC	6.00%	7/27/2028	10/27/2023	1,000,000	1,000,000	-	1,000,000	6.00%
	7/27/2023		Texstar	5.11%			1,000,000	1,000,000	-	1,000,000	5.11%
	9/18/2023		Texstar	5.31%			1,000,000	1,000,000	-	1,000,000	5.31%
	9/25/2023		Texpool	5.32%			1,200,000	1,200,000	-	1,200,000	5.32%
	9/27/2023		Texpool	5.32%			2,000,000	2,000,000	-	2,000,000	5.32%
Income Payments											
	9/30/2023	TexPool	LGIP	5.32%					46,091	46,091	5.32%
	9/30/2023	TexStar	LGIP	5.31%					13,046	13,046	5.31%
	9/30/2023	Landing Rock	FDIC Ins Inv	5.23%					31,840	31,840	5.23%
	9/30/2023	TexPool-ARPA	LGIP	5.32%					52,979	52,979	5.32%
	9/30/2023	CDARS 1026654471	Bank of Texas	4.50%	1/4/2024				11,487	11,487	4.60%
	7/1/2023	442349EL6	Houston TX Aprt Sys Rev	1.27%	7/1/2024				6,360	6,360	4.10%
	7/1/2023	386166JC7	Grand Praire TX TXbl Ref	3.00%	1/1/2025				4,650	4,650	1.60%
	7/15/2023	91282CEY3	US Treasury	3.00%	7/15/2025				15,000	15,000	3.97%
	7/15/2023	2487757W2	Denton Cnty TX	0.77%	7/15/2025				5,166	5,166	4.11%
	8/1/2023	79625GFC2	San Antonio TX Elec & Gas Txbi	3.15%	2/1/2026				5,506	5,506	3.15%
	8/15/2023	232769JW0	Cypress Fairbanks TX Ind Sch	5.00%	2/15/2026				12,500	12,500	3.52%
	8/15/2023	983064YX8	City of Wylier GO	3.00%	2/15/2025				3,750	3,750	0.25%
	8/15/2023	811275HB5	Scurry Rosser TX ISD	3.00%	8/15/2024				3,075	6,849	0.45%
	8/15/2023	882806ES7	Texas St A&M Univ R	2.96%	2/15/2025				13,102	8,900	3.86%
	8/15/2023	9128CBM2	US Treasury Note B Class	0.13%	2/15/2024				625	625	0.21%
	8/24/2023	3130AUZ56	FHLB 5.25 12/20/24	5.25%	12/202/24				26,250	26,250	4.75%
	8/24/2023	3134GYH96	FHLMC	5.20%	2/24/2026				26,000	26,000	5.20%
	8/25/2023	3133ENPY0-A	FFCB	1.75%	2/25/2025				8,750	8,750	1.76%
	8/25/2023	3133ENPY0-B	FFCB 1 3/7	1.75%	2/25/2025				8,750	8,750	1.92%
	9/1/2023	87638QQW2	Tarrant TX Cultural Hosp Rev	1.39%	3/24/2023				693	693	4.12%
	9/12023	876448DY4	Tarrant TX Regl Water Dist	0.75%	9/1/2026				1,500	1,500	4.00%
	9/6/2023	3130AMMJ8	FHLB	5.45%	9/6/2024				27,250	27,250	5.45%
	9/15/2023	`4637778E5	Irving Tx Table	1.47%	9/15/2026				4,395	4,395	4.18%
	9/16/2023	3136G43H4	Fannie Mae	0.40%	9/15/2024				2,000	2,000	0.44%
Total									**$ 369,164**		

Sherman
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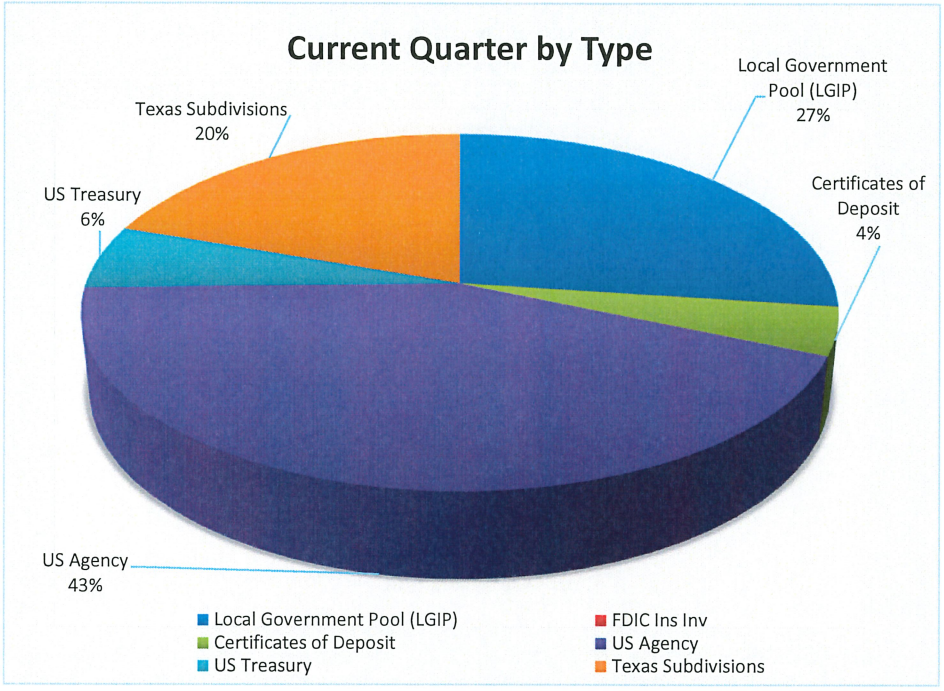
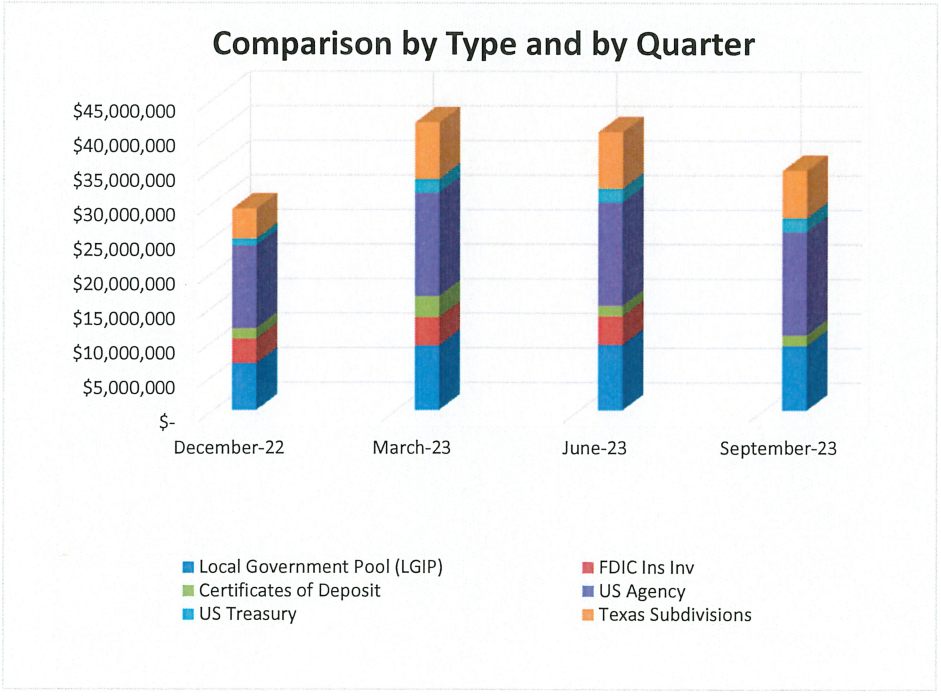
CITY OF SHERMAN, TX
Comparison by Type
As of 9/30/2023

Cash/Investment Type	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Balance 9/30/2023	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$6,788,897	$9,382,641	$9,498,982	$ 9,383,606	27%	50.00%
FDIC Ins Inv	3,542,116	4,079,402	4,124,812	5,631	0%	50.00%
Certificates of Deposit	1,503,386	3,016,360	1,500,000	1,500,000	4%	50.00%
US Agency	11,994,111	14,995,964	14,996,970	14,997,932	43%	50.00%
US Treasury	999,104	1,978,430	1,980,911	1,983,772	6%	50.00%
Texas Subdivisions	4,307,875	8,159,048	8,168,734	6,837,827	20%	50.00%
Total	**$ 29,135,489**	**$ 41,611,845**	**$ 40,270,409**	**$ 34,708,768**	**100.00%**	



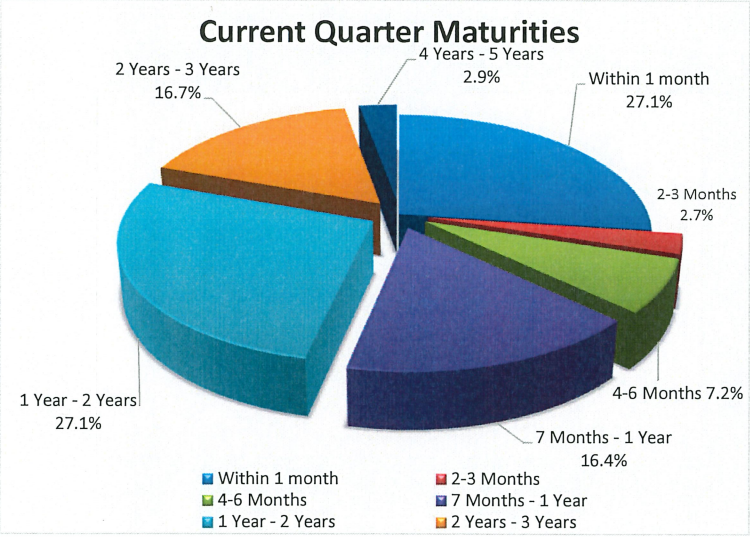


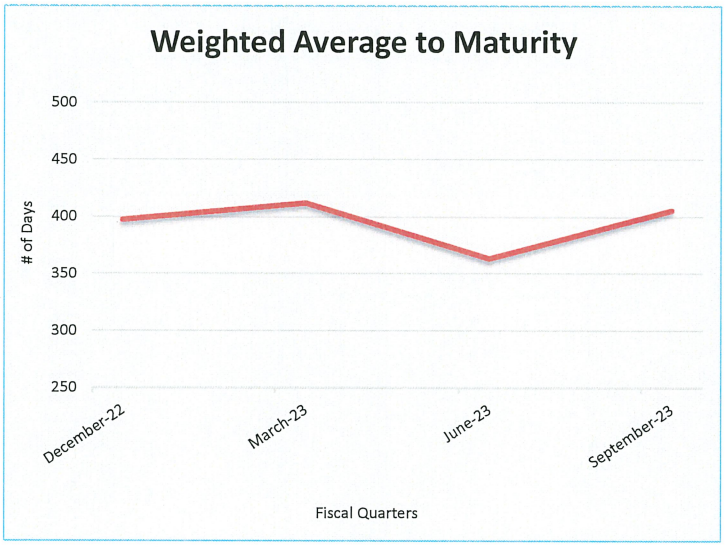
Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
As of 9/30/2023

Maturity Time Frame	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Balance 9/30/2023	Percent of Portfolio
Within 1 month	$ 10,331,013	$ 13,462,043	$ 14,623,773	$ 9,389,237	27.1%
2-3 Months	812,660	1,516,360	1,349,861	946,520	2.7%
4-6 Months	1,503,386	2,358,922	950,039	2,499,712	7.2%
7 Months - 1 Year	3,325,079	3,452,862	4,999,507	5,688,750	16.4%
1 Year - 2 Years	5,711,796	11,126,777	9,240,085	9,397,532	27.1%
2 Years - 3 Years	5,579,969	7,787,622	8,193,275	5,787,018	16.7%
3 Years - 4 Years	1,871,586	1,907,259	913,869	-	0.0%
4 Years - 5 Years	-	-	-	1,000,000	2.9%
	$ 29,135,489	**$ 41,611,845**	**$ 40,270,409**	**$ 34,708,768**	**100.00%**

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	**397.41**	**412.08**	**363.29**	**405.61**	**500.00**

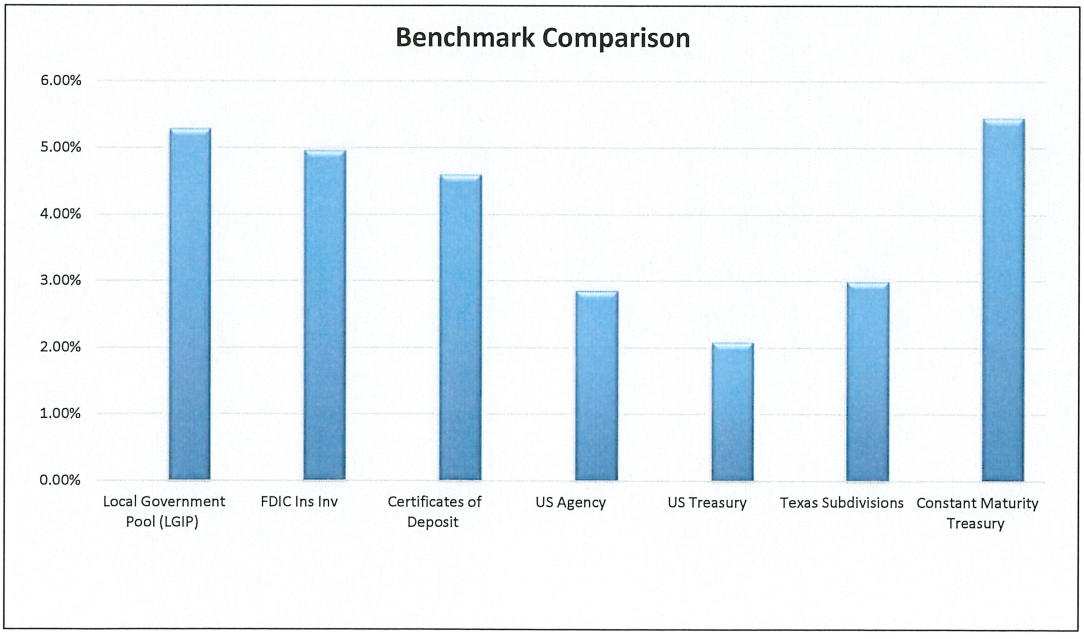




Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
As of 9/30/2023

Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
9/30/2023	TexPool	TexPool			$ 46,091	$ -	$ 46,091
9/30/2023	TexStar	TexStar			13,046	-	13,046
9/30/2023	Landing Rock	Landing Rock			31,840	-	31,840
9/30/2023	TexPool-ARPA	TexPool			52,979	-	52,979
9/30/2023	CDARS 1026654471	Bank of Texas	4.50%	4.60%	11,487	5,557	17,044
7/1/2023	386166JC7	Grand Praire TX TXbl Ref	3.00%	1.60%	4,650	(3,381)	1,269
7/1/2023	442349EL6	Houston Tx Apt Sys Rev	1.27%	4.10%	6,360	3,587	9,947
7/15/2023	91282CEY3	US Treasury	3.00%	3.97%	15,000	(4,843)	10,157
7/15/2023	2487757W2	Denton Cnty TX	0.77%	4.11%	5,166	7,911	13,077
7/28/2023	3130ASPB9	FHLB	3.10%	3.13%	15,500	(13,068)	2,432
8/1/2023	448474TM8	City of Hutto, TX GO	2.00%	0.40%	4,000	(3,863)	137
9/15/2023	4637778E5	Irving TX Table	1.47%	4.18%	4,395	1,547	5,942
8/12/2023	340405MW6	City of Floresville, TX Elec Light Re	4.00%	0.46%	10,500	(10,181)	319
8/15/2023	237269JWO	Cypress-Fairbanks Tx Ind Sch	5.00%	3.52%	12,500	(7,977)	4,523
8/15/2023	811275HB5	Scurry Rosser TX ISD	3.00%	0.45%	3,075	(2,835)	240
8/15/2023	983064YX8	City of Wylie, TX GO	3.00%	0.25%	3,750	(3,584)	166
8/15/2023	9128CBM2	US Treasury Note B Class	0.13%	0.21%	625	(100)	525
8/15/2023	882806ES7	Texas St Tech Univ Rev	2.96%	3.86%	13,102	(4,657)	8,445
8/24/2023	3130AUZ56	FHLB	5.25%	4.75%	26,250	(13,233)	13,017
8/24/2023	3134GYH96	FHLMC	5.20%	5.20%	26,000	(13,000)	13,000
8/25/2023	3133ENPY0-A	FFCB	1.75%	1.76%	8,750	(4,347)	4,403
8/25/2023	3133ENPY0-B	FFCB	1.75%	1.92%	8,750	(3,964)	4,786
9/1/2023	876448DY4	Tarrant TX Reg WD	0.75%	4.00%	1,500	2,249	3,749
9/1/2023	79625GFC2	San Antonio Tx Elec & Gas TXBl	3.15%	3.15%	5,505	(2,752)	2,753
9/1/2023	413946PC2	Harris Cnty TX MUD #278 GO	4.00%	1.14%	8,400	(7,625)	775
9/1/2023	87638QQW2	Tarrant Cnty Tx Cultural Hosp Rev	1.39%	4.12%	693	295	988
9/6/2023	3130AV3D22	FHLB	5.45%	5.45%	27,250	(13,625)	13,625
9/16/2023	3136G43H4	FMNA	0.40%	0.44%	2,000	(892)	1,108
9/30/2023	3130ARCN9	FHLB	2.00%	2.00%	-	4,944	4,944
9/30/2023	3133EMVD1	FFCB	0.33%	0.33%	-	825	825
9/30/2023	3134AGX3UG	Freddie Mac	5.15%	5.15%	-	12,875	12,875
9/30/2023	3130ARPN5	FHLB	2.61%	2.61%	-	6,525	6,525
9/30/2023	88213ABW4	Texas ST A&M Univ R	2.83%	3.98%	-	1,127	1,127
9/30/2023	88213AKC8	Texas ST A&M Univ R	2.69%	4.29%	-	5,360	5,360
9/30/2023	02301EED9	Amarillo Potter TX	4.00%	0.37%	-	429	429
9/30/2023	3130APNE1	FHLB	0.90%	0.90%	-	2,250	2,250
9/30/2023	3130AMLM2	FHLB	0.38%	0.38%	-	469	469
9/30/2023	3130AMMJ8	FHLB	0.40%	0.40%	-	3,750	3,750
9/30/2023	3134GXXQ2	Freddie Mac	2.25%	3.39%	-	4,627	4,627
9/30/2023	3130AUBX1	FHLB	5.00%	5.00%	-	12,500	12,500
9/30/2023	3134GYXS6	FHLMC	6.00%	6.00%	-	10,833	10,833
					$ 369,164	**$ (26,267)**	**$ 342,897**



Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending September 30, 2023

Total Portfolio Summary

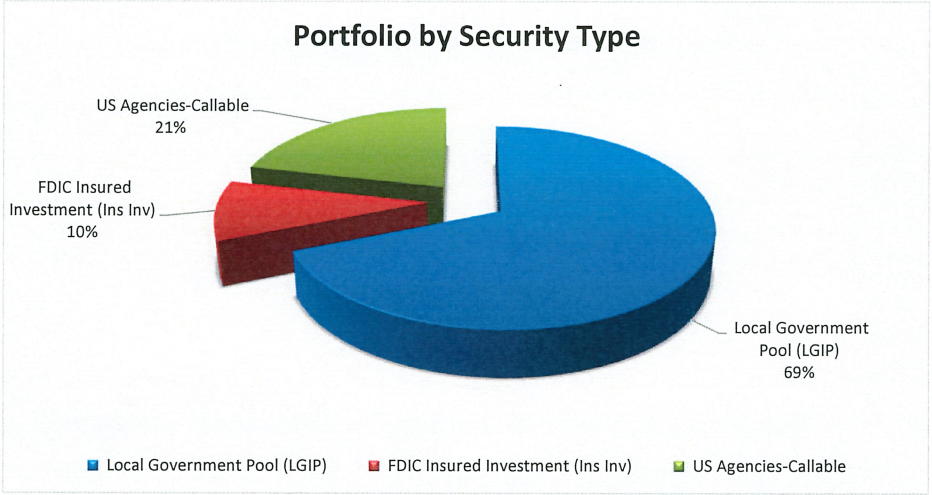
	Current Quarter 9/30/2023	Prior Quarter 6/30/2023	Change From Prior Quarter
Book Value	$ 86,971,686	$ 11,586,466	$ 75,385,220
Market Value	$ 86,870,768	$ 11,464,070	$ 75,406,698
Weighted Average Maturity - Days	10	82	(72)
Weighted Average Yield	5.14%	3.86%	1.28%
Earned Income	$ 227,770	$ 120,122	$ 107,648
Earned Income - Year-to-Date	$ 632,515	$ 404,745	$ 227,770

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, 2023, the City of Sherman's debt proceeds portfolio had a book value of about $87 million, which approximates the market value. Of this amount, $84 million was held in Local Government Investment Pools (LGIP), $1 million was held in FDIC Insured Investment Accounts (Ins Inv), and $2 million was held in U.S. Agency Securities.

The portfolio value increased by $75 million from the previous quarter due to proceeds from the 2023 CO of $77.7 million. Draws for project payments were $2.6 million for the quarter.

The weighted average yield on the portfolio was 5.14%, 41 basis points below the 4-week Constant Maturity Treasury Index of 5.55%, and 128 basis points above the previous quarter.



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 9/30/2023

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	2021 Certificates of Obligation		LGIP	TexPool	10/1/2023	6,416,191	100.00	6,416,191	6,416,191	100.00	6,416,191	1	5.25%
TexPool	2023 Certificates of Obligation		LGIP	TexPool	10/1/2023	77,646,825	100.00	77,646,825	77,646,825	100.00	77,646,825	1	5.25%
Landing Rock	2017 Certificates of Obligation		Ins Inv	Landing Rock	10/1/2023	891,635	100.00	891,635	891,635	100.00	891,635	1	4.97%
Landing Rock	2021 Certificates of Obligation		Ins Inv	Landing Rock	10/1/2023	17,035	100.00	17,035	17,035	100.00	17,035	1	4.97%
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	95.51	955,132	335	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	94.40	943,950	423	0.48%
Total						**$ 86,971,686**		**$86,971,686**	**$ 86,971,686**		**$ 86,870,768**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
AS of 9/30/2023

CUSIP	Security Type / Description	Maturity Date	Market Value 6/30/2023	Change in Market Value	Market Value 9/30/2023
TexPool 2021 CO	LGIP		1,927,074	4,489,117	6,416,191
TexPool 2023 CO	LGIP		-	77,646,825	77,646,825
Landing Rock 2017 CO	Ins Inv		2,485,729	(1,594,094)	891,635
Landing Rock 2021 CO	Ins Inv		5,173,663	(5,156,628)	17,035
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	944,044	11,088	955,132
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	933,560	10,390	943,950
Total			**$ 11,464,070**	**$ 75,406,698**	**$ 86,870,768**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
AS of 9/30/2023

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Project Payments/Draws										
7/27/2023	TexPool 2021 CO	LGIP			$ 275,711		$ 275,711	$ -	$ 275,711	5.12%
8/28/2023	TexPool 2021 CO	LGIP			519,959		519,959	-	519,959	5.30%
9/25/2023	Landing Rock 2017 CO	Ins Inv			1,197,950		1,197,950	-	1,197,950	5.23%
9/26/2023	Landing Rock 2021 CO	Ins Inv			5,215,412		5,215,412	-	5,215,412	5.23%
9/28/2023	Landing Rock 2017 CO	Ins Inv			425,329		425,329	-	425,329	5.23%
9/28/2023	TexPool 2023 CO	LGIP			216,989		216,989	-	216,989	5.32%
Deposits/Purchases										
9/27/2023	Texpool 2021 CO	LGIP			5,215,412		5,215,412	-	5,215,412	5.32%
9/28/2023	Texpool 2021 CO	LGIP			45,850		45,850	-	45,850	5.32%
9/28/2023	Texpool 2023 CO	LGIP			77,750,000		77,750,000	-	77,750,000	5.32%
Income Payments										
7/31/2023	Landing Rock 2017 CO	Ins Inv	4.80%					$ 9,749	9,749	4.80%
7/31/2023	Landing Rock 2021 CO	Ins Inv	4.80%					20,291	20,291	4.80%
7/31/2023	TexPool 2021 CO	LGIP	5.12%					8,186	8,186	5.12%
8/31/2023	Landing Rock 2017 CO	Ins Inv	4.88%					10,310	10,310	4.88%
8/31/2023	Landing Rock 2021 CO	Ins Inv	4.88%					21,459	21,459	4.88%
8/31/2023	TexPool 2021 CO	LGIP	5.30%					7,249	7,249	5.30%
9/30/2023	Landing Rock 2017 CO	Ins Inv	5.23%					9,126	9,126	5.23%
9/30/2023	Landing Rock 2021 CO	Ins Inv	5.23%					17,035	17,035	5.23%
9/30/2023	TexPool 2021 CO	LGIP	5.32%					8,089	8,089	5.32%
9/30/2023	TexPool 2023 CO	LGIP	5.32%					113,814	113,814	5.32%
Total								$ 225,308		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
AS of 9/30/2023

Cash / Investment Type	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Balance 9/30/2023	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 6,983,128	$ 3,620,367	$ 1,927,074	$ 84,063,016	96.66%	100.00%
FDIC Insured Investment (Ins Inv)	7,501,553	7,575,069	7,659,392	908,670	1.04%	100.00%
US Agency-Callable	2,000,000	2,000,000	2,000,000	2,000,000	2.30%	100.00%
Total	**$ 16,484,681**	**$ 13,195,436**	**$ 11,586,466**	**$ 86,971,686**	**100.00%**	

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 6/30/2023

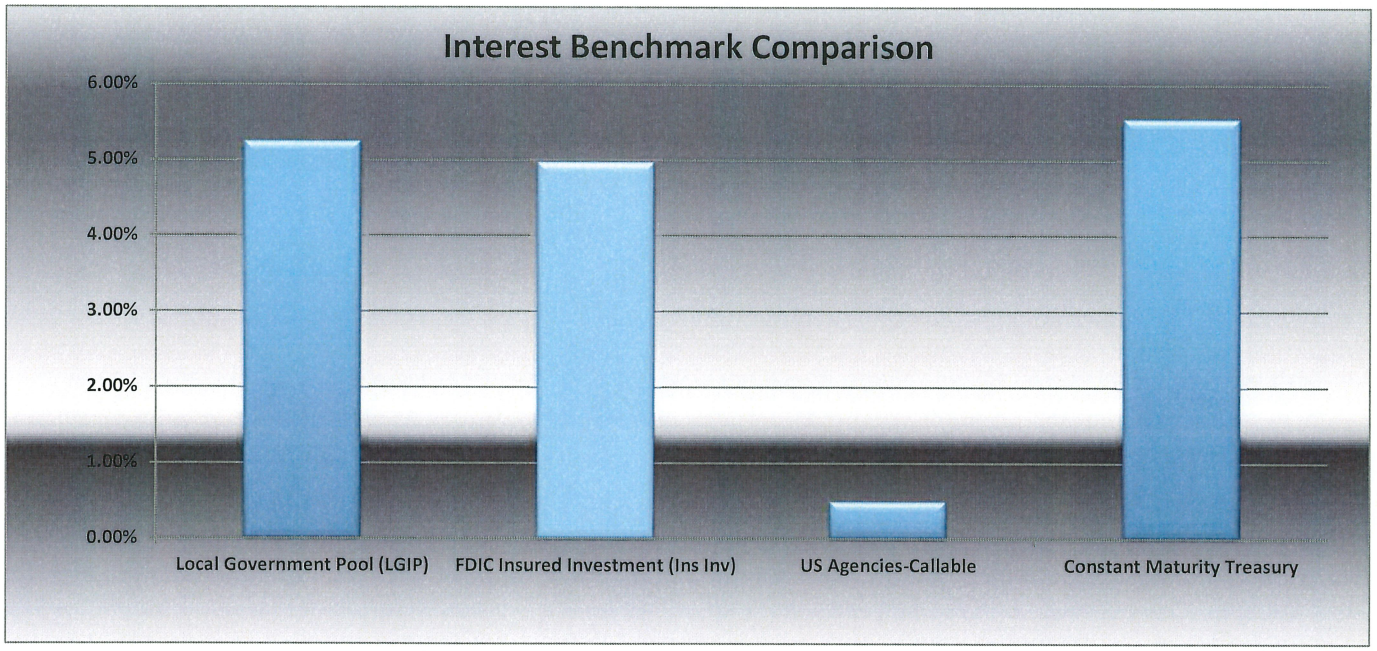
Maturity Time Frame	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Balance 9/30/2023	Percent of Portfolio	Maximum Allowable
Within 1 month	$ 14,484,681	$ 11,195,436	$ 9,586,466	$ 84,971,686	97.7%	100%
1 year - 2 years	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	2.3%	
2 years - 3 years				-	0.0%	
3 years - 4 years				-	0.0%	
	$ 16,484,681	**$ 13,195,436**	**$ 11,586,466**	**$ 86,971,686**		

Liquidity Indicator				
Weighted Average Maturity	**79.98**	**86.03**	**82.13**	**9.69**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
AS of 9/30/2023

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
7/31/2023	Landing Rock 2017 CO	Insured Investment		5.23%	$ 9,749	$ -	$ 9,749
7/31/2023	Landing Rock 2021 CO	Insured Investment		5.23%	$ 20,291	-	20,291
7/31/2023	TexPool 2021 CO	LGIP		5.32%	$ 8,186	-	8,186
8/31/2023	Landing Rock 2017 CO	Insured Investment		4.88%	$ 10,310	-	10,310
8/31/2023	Landing Rock 2021 CO	Insured Investment		4.88%	$ 21,459	-	21,459
8/31/2023	TexPool 2021 CO	LGIP		5.30%	$ 7,249	-	7,249
9/30/2023	Landing Rock 2017 CO	Insured Investment		5.23%	$ 9,126	-	9,126
9/30/2023	Landing Rock 2021 CO	Insured Investment		5.23%	$ 17,035	-	17,035
9/30/2023	TexPool 2021 CO	LGIP		5.32%	$ 8,089	-	8,089
9/30/2023	Texpool 2023 CO	LGIP		5.32%	$ 113,814	-	113,814
9/30/2023	3130AMHGO-FHLB 2021 CO	US Agency-Callable		0.48%	-	1,187	1,187
9/30/2023	31300AMZQ8-FHLB 2021 CO	US Agency-Callable		0.51%	-	1,275	1,275
					$ 225,308	**$ 2,462**	**$ 227,770**



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 5.**

Meeting Date: 10/16/2023
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Patel Cornerstone Addition, consisting of 4.834 acres being in the J.B. McAnair Survey, Abstract No. 763 and currently zoned C-1 (Retail Business) District; P & N Sherman, LLC (Owner) and Preston Trail Land Surveying (Surveyor) (2600-2708 North Cornerstone Drive)

Issue:

To consider the Replat of Patel Cornerstone Addition, consisting of 4.834 acres being in the J.B. McAnair Survey, Abstract No. 763 and currently zoned C-1 (Retail Business) District; P & N Sherman, LLC (Owner) and Preston Trail Land Surveying (Surveyor) (2600-2708 North Cornerstone Drive)

Background:

The property is located at 2600-2708 North Cornerstone Drive between East Lamberth Road and East Highway 82 and is zoned C-1 (Retail Business) District. The owner would like to plat the property into two lots for commercial development.

The following has been approved for this location:

- May 17, 2022 - Replat approval of Cornerstone Addition, Block 2, Lot 4R, 6R, 9R1 being a replat of Lots 4, 5, 6, 7 and 9R, Block 2 Cornerstone Addition
- August 22, 2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Hotel or Motel in a C-1 (Retail Business) District.

Origination:

P & N Sherman, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 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



dlagrone H:\ENGINEER\GIS\ESRI-jdp\Public Notification jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2600-2708 N Cornerstone

N
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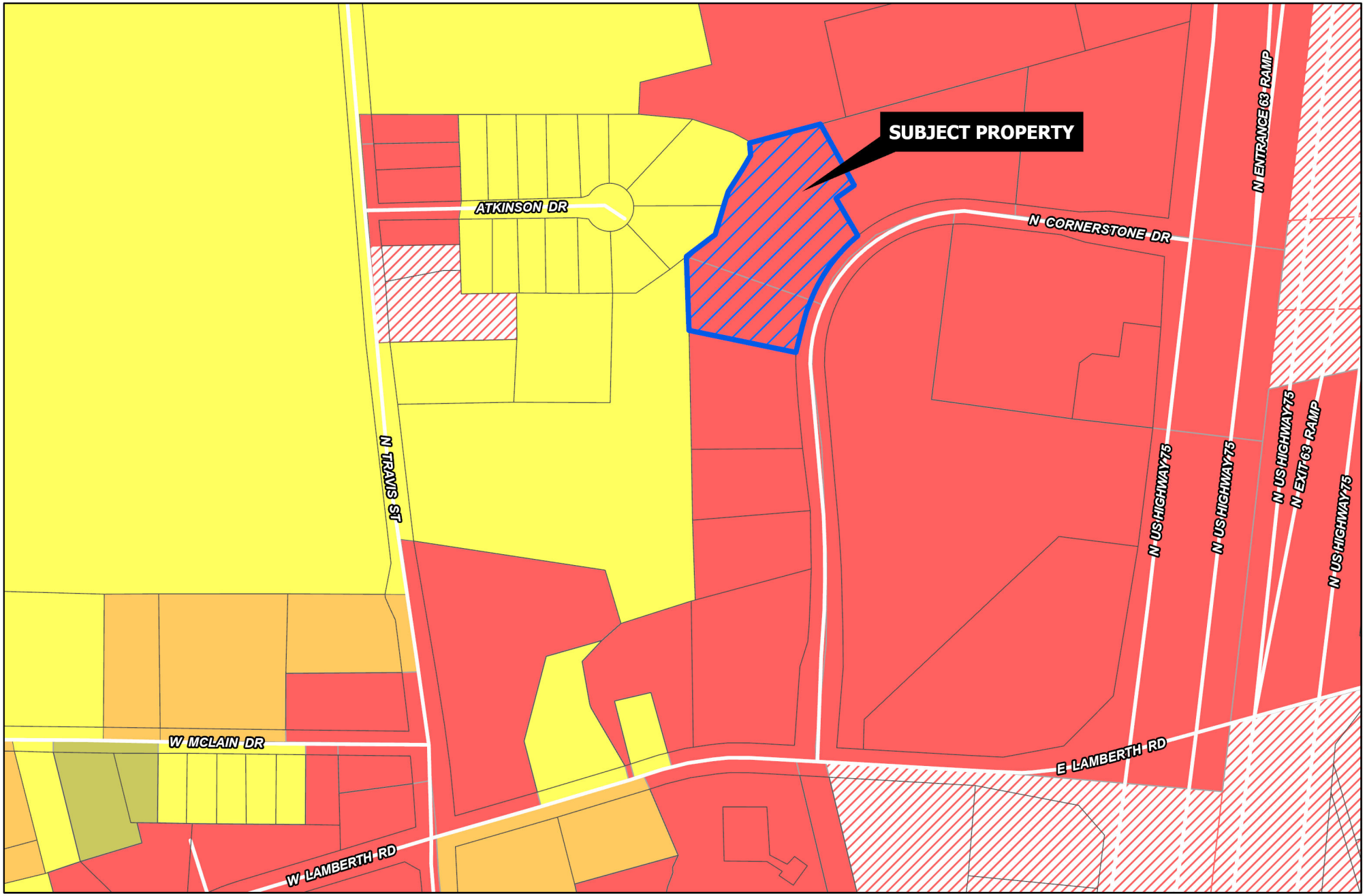

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning&Zoning

CITY OF SHERMAN

N
W E
S

2600-2708 N Cornerstone

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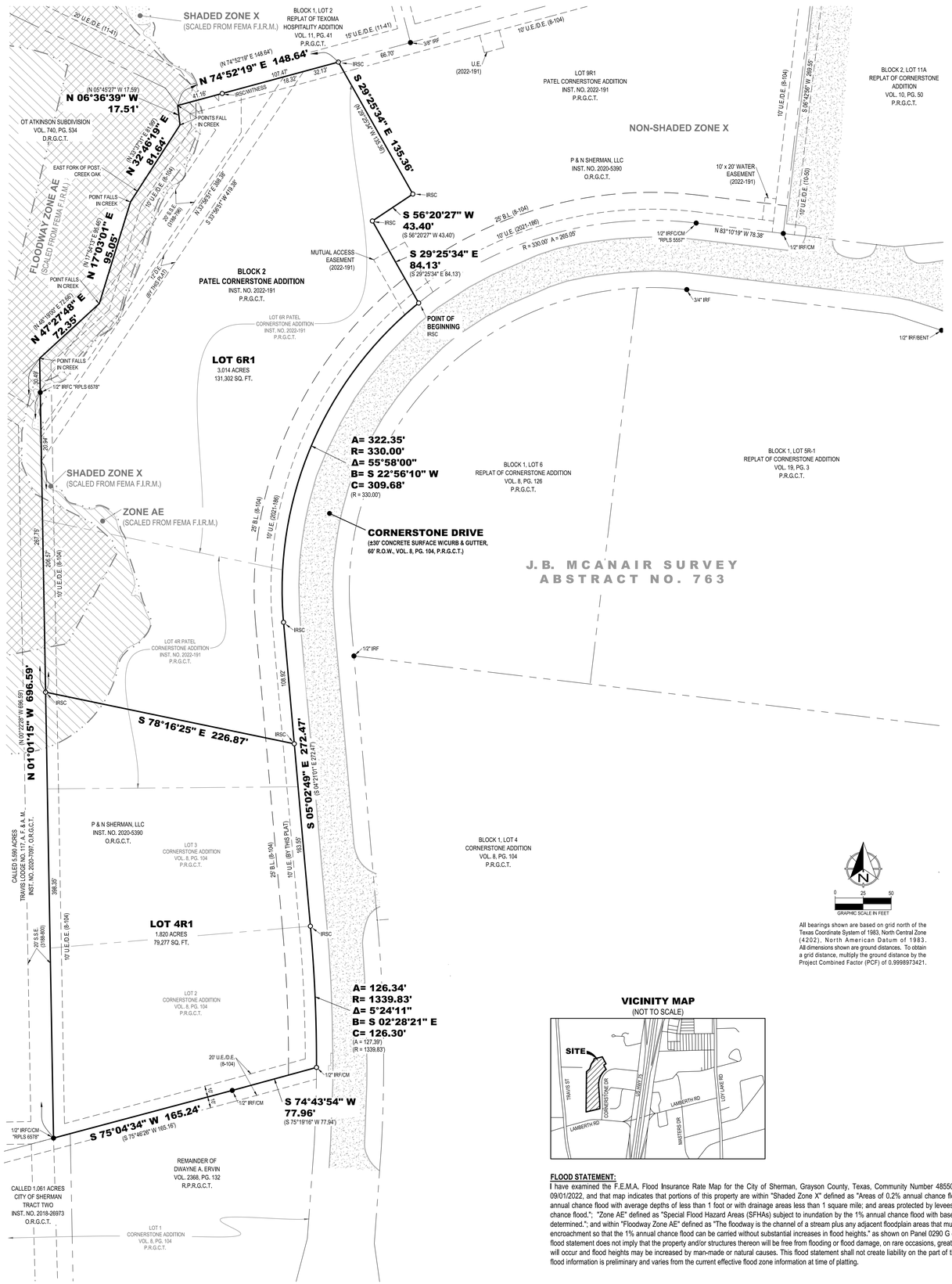


0 25 50
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998973421.

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 09/01/2022, and that map indicates that portions of this property are within "Shaded Zone X" defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.", "Zone AE" defined as "Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood with base flood elevations determined.", and within "Floodway Zone AE" defined as "The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights." as shown on Panel 0290 G 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. This flood information is preliminary and varies from the current effective flood zone information at time of platting.

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	R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
IRF	IRON ROD FOUND	VOL., PG.	VOLUME, PAGE
IRFC	IRON ROD FOUND W/PLASTIC CAP	B.L.	BUILDING LINE
CM	CONTROLLING MONUMENT	U.E.	UTILITY EASEMENT
( )	DEED OR PLAT CALL	D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY	S.S.E.	SANITARY SEWER EASEMENT
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS		BOUNDARY LINE
			ADJOINER LINE
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS		EASEMENT
			BUILDING LINE
			ASPHALT

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS P & N SHERMAN, LLC is the owner of all 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 Lots 4R and 6R in Block 2 of Patel Cornerstone Addition to City of Sherman, Texas, according to the plat thereof recorded in Instrument No. 2022-191, Plat Records of Grayson County, Texas, and all of Lots 2 and 3 in Block 2 of Cornerstone Addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 8, Page 104, said Plat Records, and being part of the tract of land described in the deed to P & N Sherman, LLC, recorded in Instrument No. 2020-5390, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at 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 eastern-most northeast corner of said Lot 6R, common to the southwest corner of Lot 9R1 in Block 2 of said Patel Cornerstone Addition, and on the westerly right-of-way line of Cornerstone Drive, and at the beginning of a curve to the left having a delta angle of 55°58'00", a radius of 330.00 feet, and a chord bearing and distance of South 22°56'10" W, 309.68 feet;

THENCE in a southerly direction, with the easterly line of said Lot 6R, and with the easterly line of aforesaid Lot 4R, and with the westerly right-of-way line of said Cornerstone Drive, and with said curve to the left, an arc distance of 322.35 feet to a Capped Iron Rod set for corner;

THENCE South 05°02'49" East, with the easterly line of aforesaid Lot 3, and with the westerly right-of-way line of said Cornerstone Drive, a distance of 272.47 feet to a Capped Iron Rod set for the northeast corner of aforesaid Lot 2, and at the beginning of a curve to the right having a delta angle of 5°24'11", a radius of 1339.83 feet, and a chord bearing and distance of South 02°28'21" East, 126.30 feet;

THENCE in a southerly direction, with the easterly line of said Lot 2, and with the westerly right-of-way line of said Cornerstone Drive, and with said curve to the right, an arc distance of 126.34 feet to a 1/2-inch rod found for the southeast corner of said Lot 2, common to the northeast corner of Lot 1 in said Block 2 of Cornerstone Addition;

THENCE in westerly direction, with the southerly line of said Lot 2, and with the northerly line of said Lot 1, the following Two (2) courses:

1. South 74°43'54" West, a distance of 77.96 feet to a 1/2-inch iron rod found for corner;
2. South 75°04'34" West, a distance of 165.24 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found for the southwest corner of said Lot 2, common to the southeast corner of a called 5.590 acre tract of land described in the deed to Travis Lodge No. 117, A.F.&A.M., recorded in Instrument No. 2020-7097, said Official Records;

THENCE North 01°01'15" West, with the westerly lines of said/aforesaid Lot 2, Lot 3, Lot 4R and Lot 6R, and with the easterly line of said 5.590 acre tract, passing en route at a distance of 666.10 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found for witness on the east bank of the East Fork of Post Oak Creek, and continuing on said course a total distance of 696.59 feet to an angle point in the westerly line of said Lot 6R, common to the northeast corner of said 5.590 acre tract, and on the easterly line of OT Atkins Subdivision, according to the plat thereof recorded in Volume 740, Page 534, Deed Records of Grayson County, Texas, said point falls in a creek;

THENCE in a northerly direction, with the westerly line of said Lot 6R, and with the easterly line of said OT Atkins Subdivision, and in said creek, the following Four (4) courses:

1. North 47°27'48" East, a distance of 72.35 feet;
2. North 17°03'01" East, a distance of 95,05 feet;
3. North 32°46'19" East, a distance of 81.64 feet;
4. North 06°36'39" West, a distance of 17.51 feet to the northwest corner of said Lot 6R, common to the southern-most southwest corner of Lot 2 in Block 1 of the Replat of Texoma Hospitality Addition, according to the plat thereof recorded in Volume 11, Page 41, said Plat Records;

THENCE North 74°52'19" East, with the northerly line of said Lot 6R, and with the southerly line of said Lot 2 in Block 1 of the Replat of Texoma Hospitality Addition, passing en route at a distance of 41.16 feet a Capped Iron Rod set for witness on the east bank of the East Fork of Post Oak Creek, and continuing on said course a total distance of 148.64 feet to a 1/2-inch iron rod found for the northern-most northeast corner of said Lot 6R, common to the northwest corner of aforesaid Lot 9R1;

THENCE in a southerly direction, with the easterly line of said Lot 6R, and with the westerly line of said Lot 9R1, the following Three (3) courses:

1. South 29°25'34" East, a distance of 135.36 feet to a Capped Iron Rod set for corner;
2. South 56°20'27" West, a distance of 43.40 feet to a Capped Iron Rod set for corner;
3. South 29°25'34" East, a distance of 84.13 feet to the POINT OF BEGINNING and enclosing 4.834 acres (210,579 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **P & N SHERMAN, LLC**, does hereby adopt this plat designating the hereinbefore described property as **PATEL CORNERSTONE ADDITION, BLOCK 2, LOTS 4R1 AND 6R1**, 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: P & N SHERMAN, LLC

By: _____
Jignesh Patel

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Jignesh Patel**, 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 **PATEL CORNERSTONE ADDITION, BLOCK 2, LOTS 4R1 AND 6R1,** 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

ENGINEER:
Mohammed S. Kamal, PE
MJR Engineering
7953 Pinkerton Court
Plano, TX 75025
Ph: 469-544-8150

OWNER/DEVELOPER:
P & N Sherman, LLC
Jack Patel
1305 Hoyt Drive
McKinney, TX 75071

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

PATEL CORNERSTONE ADDITION
BLOCK 2, LOTS 4R1 AND 6R1
BEING A REPLAT OF LOTS 4R AND 6R, BLOCK 2 PATEL CORNERSTONE ADDITION AND LOTS 2 AND 3, BLOCK 2 CORNERSTONE ADDITION
4.834 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
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. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=50' Date: 08/23/2022	Project No. 20-0010.7 Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 11, 2023

P & N Sherman, LLC
Jack Patel
1305 Hoyt Drive
McKinney, TX 75071

Mohammed S. Kamal, P.E.
MJR Engineering
7953 Pinkerton Ct.
Plano, TX 75025

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Plat of Patel Cornerstone Addition, Block 2, Lots 4R1 & 6R1 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 19, 2023 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. *Code of Ordinances Chapter 10, Exhibit A, Sec.5(B)(3)*
2. 12' Drainage Easement along Northwest portion of proposed Lot 6R1 go be a 25' Drainage Easement. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(8)*
3. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
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. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. *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. 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
Dillon Stewart, 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: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

* **2600-2708 NORTH CORNERSTONE DRIVE (Project No. 23-005133)**

The request of P & N Sherman, LLC (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 2600-2708 North Cornerstone Drive, consisting of 4.834 acres being in the J.B. McAnair Survey, Abstract No. 763 and currently zoned C-1 (Retail Business) District, as follows:

Planning and Zoning Commission

Replat of Patel Cornerstone Addition

Background:

The property is located at 2600-2708 North Cornerstone Drive between East Lamberth Road and East Highway 82 and is zoned C-1 (Retail Business) District. The owner would like to plat the property into two lots for commercial development.

The following has been approved for this location:

- May 17, 2022 - Replat approval of Cornerstone Addition, Block 2, Lot 4R, 6R, 9R1 being a replat of Lots 4, 5, 6, 7 and 9R, Block 2 Cornerstone Addition
- August 22, 2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Hotel or Motel in a C-1 (Retail Business) District.

Adjacent Zoning:

C-1 (Retail Business) District
R-6 (Single Family Residential) District

Origination:

P & N Sherman, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 6.**

Meeting Date: 10/16/2023
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Sherden Mall, Lot 1, Block A, consisting of 1.157 acres in the Reuben Hendrix Survey, Abstract No. 504 and currently zoned C-2 (General Commercial) District; LJ Erikson, Sherman NEC Texoma & 82, LP (Owner) and Spiars Engineering, Inc. (Engineer/Surveyor) (3201 Texoma Parkway)

Issue:

To consider Final Plat of Sherden Mall, Lot 1, Block A, consisting of 1.157 acres in the Reuben Hendrix Survey, Abstract No. 504 and currently zoned C-2 (General Commercial) District; LJ Erikson, Sherman NEC Texoma & 82, LP (Owner) and Spiars Engineering, Inc. (Engineer/Surveyor) (3201 Texoma Parkway)

Background:

The property is located at 3201 Texoma Parkway between East Highway 82 and Gallagher Drive. The owner would like to plat the property into 1 lot for commercial development.

The following has been approved for this location:

- February 11, 1969 – Zone Change from R-1 (One Family Residential) District to C-2 (General Commercial) District

Origination:

LJ Erikson, Sherman NEC Texoma & 82, LP (Owner)
Spiars Engineering, Inc. (Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 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\ESRI-jdp\Public Notification jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

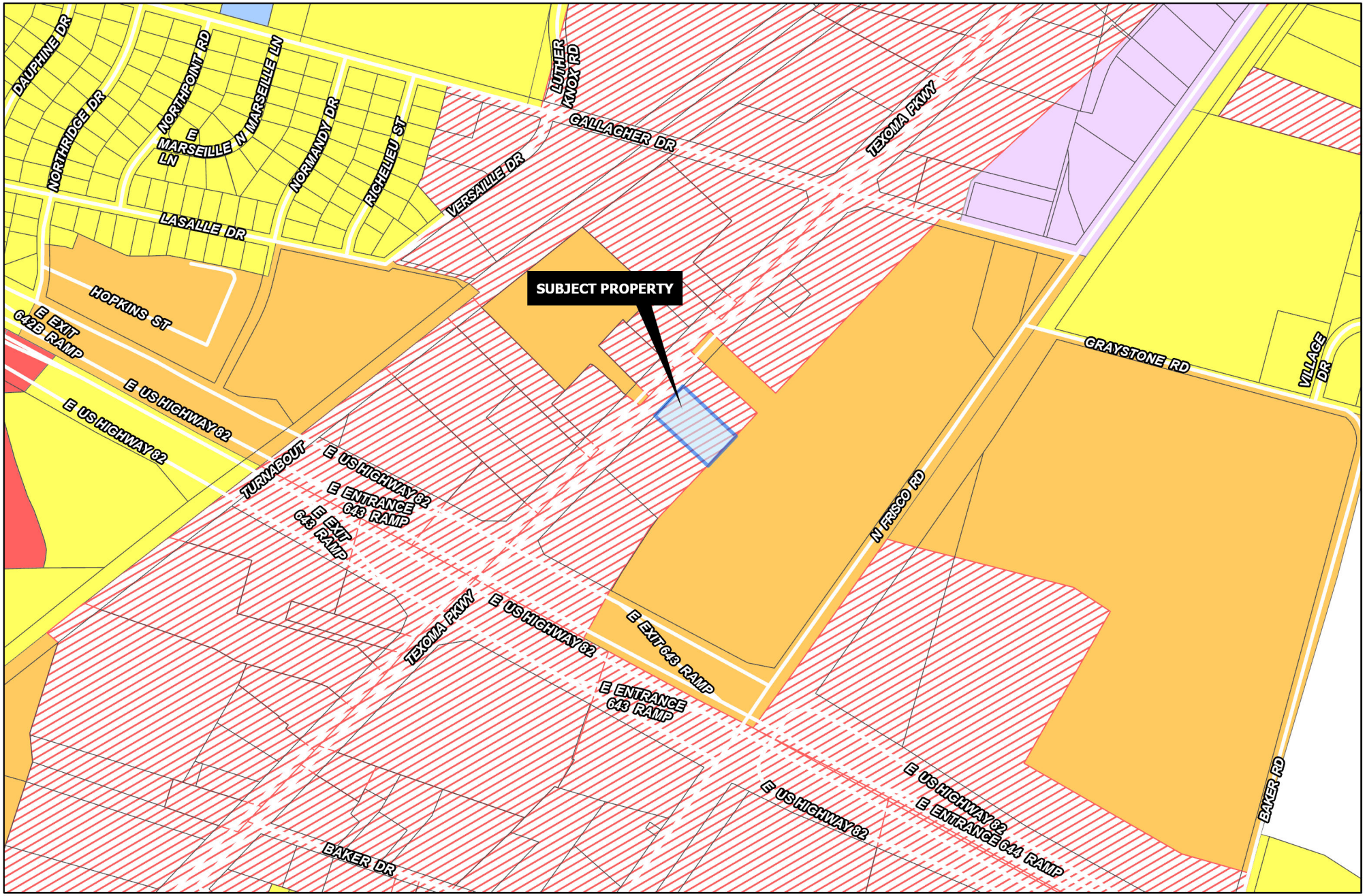
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

3201 Texoma Parkway

N
W E
S

Date: 8/29/2023 4:25 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

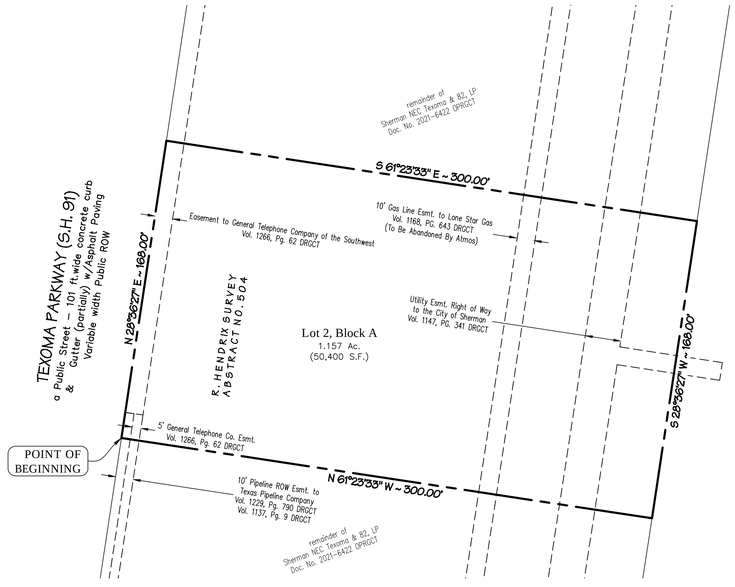
Planning&Zoning

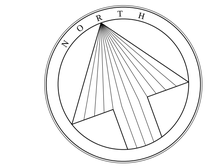
CITY OF SHERMAN

N W E S

3201 Texoma Parkway

Date: 8/29/2023 4:25 PM



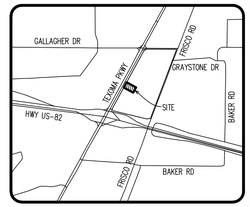


40 0 20 40 80

1 inch = 40 ft.

Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CM	CONTROL MONUMENT
MADWWE	MUTUAL ACCESS, DRAINAGE, WATER, AND WASTEWATER EASEMENT
WE	WATER EASEMENT



LOCATION MAP
1" = 2000'

NOTES:

1. This plat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
2. Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
3. Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utiilities and building permits.
4. According to Flood Insurance Rate Map (FIRM) Map No. 48181C0290G (FEMA), 9/1/2022, for Grayson County, Texas, this property is within Zone X.

FINAL PLAT

SHERDEN MALL

LOT 1, BLOCK A
BEING 1.157 ACRES IN THE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OWNER / APPLICANT
Sherman NEC Texoma & 82, LP
7500 San Jacinto
Plano, Texas 75074
Telephone (972) 980-9686
Contact: Jim Duggan

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: David Bond

Scale: 1" = 40' August, 2023 SEI Job No. 21-309

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEING a tract of land situated in the Reuben Hendrix Survey, Abstract No. 504 City of Sherman, Grayson County, Texas, being a portion of a tract conveyed to Sherman NEC Texoma & 82, LP, according to the deed recorded in Document Number 2021-6422, Official Public Records, Grayson County, Texas (OPRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point found for the southwest corner of the subject tract, and also being in the east line of Texoma Parkway (also known as State Highway 91);

THENCE N 28°36'27" E, 168.00 feet;

THENCE S 61°23'33" E, 300.00 feet;

THENCE S 28°36'27" W, 168.00 feet;

THENCE N 61°23'33" W, 300.00 feet to the POINT OF BEGINNING with the subject tract containing 50,400 square feet or 1.157 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, SHERMAN NEC TEXOMA & 82, LP, do hereby adopt this plat designating the hereinabove described property as SHERDEN MALL, an Addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. 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 which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strip 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.

Witness our hands at _____ County, Texas, this _____ day of _____, 2023.

SHERMAN NEC TEXOMA & 82, LP

By: Sherman NEC Texoma & 82, LP

By: Sherman NEC Texoma & 82, GP, LLC
its General Partner

By: _____
James F. Duggan, Manager

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared James F. Duggan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof 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.

Dated this the _____ day of _____, 2023.

PRELIMINARY , FOR INSPECTION PURPOSES ONLY. IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES.

DARREN K. BROWN, R.P.L.S. NO. 5252

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

CERTIFICATE OF PLAT APPROVAL

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

_____ _____
Chairman Secretary

Approved this _____ day of _____, 20____, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Sherden Mall an Addition to the City of Sherman, Texas, was submitted to the City council of Sherman, Texas, 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 and subscribed.

WITNESS MY HAND THIS _____ DAY OF _____ , 20_____, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

FINAL PLAT

SHERDEN MALL

LOT 1, BLOCK A
BEING 1.157 ACRES IN THE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OWNER / APPLICANT
Sherman NEC Texoma & 82, LP
7500 San Jacinto
Plano, Texas 75074
Telephone (972) 980-9686
Contact: Jim Duggan

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: David Bond

Scale: 1" = 40' August, 2023 SEI Job No. 21-309

Drawing: G:\2021 JOBS\21-309 Sherden Mall Multifamily\SURVEY\DWG\21-309 Final Plat - Grandy.dwg Saved By: DBond10 Save Time: 8/4/2023 2:02:18 PM Plotted by: DBond10 Plot Date: 8/25/2023 11:03 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 11, 2023

Sherman NEC Texoma & 82, LP
Attn: Jim Duggan
7500 San Jacinto
Plano, TX 75074

Spiars Engineering, Inc.
Attn: David Bond
765 Custer Road, Ste. 100
Plano, TX 75075

Dear Applicants,

The request for approval of the Final Plat of Sherden Mall has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 19, 2023 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. Final Plat layout to be revised to fit one (1) 24"x36" sheet of paper and meet all Ordinance layout requirements. Coordinate with Engineering Department for additional information. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Change plat name to minimize confusion. There is already a pending Sherden Mall plat. New 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. *Code of Ordinances Chapter 10, Exhibit A, Sec.5(B)(3)*
3. 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)*
4. Graphically show edge of pavement on drawing. *Code of Ordinances, Chapter 10, Exhibit A, Sec. 6(B)(7)*
5. Show a minimum of three (3) found monuments on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 15(A).*
6. Call out and show legal corners on all inflection points. Set points if necessary. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
7. Lot number on drawing does not match title. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(5)*
8. Dedicate a 24' Mutual Access Easement across west side of proposed Lot to access proposed Lots to the North and South of subject property. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12*
9. Dedicate a 15' Utility, Landscape, & Sidewalk Easement along Texoma Parkway, east of Easement dedicated in Vol. 1266, Pg. 62 DRGCT. Easements cannot overlap. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*

10. On-site drive approach off of Texoma Parkway may not be permitted for subject property. 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*
11. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
12. 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.
13. 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)*
14. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. 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
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 6.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

* **3201 TEXOMA PARKWAY (Project No. 23-005120)**

The request of LJ Erikson, Sherman NEC Texoma & 82, LP (Owner) and Spiars Engineering, Inc. (Engineer/Surveyor) concerning the property located at 3201 Texoma Parkway, consisting of 1.157 acres in the Reuben Hendrix Survey, Abstract No. 504 and currently zoned C-2 (General Commercial) District, as follows:

Planning and Zoning Commission

Final Plat of Sherden Mall, Lot 1, Block A

Background:

The property is located at 3201 Texoma Parkway between East Highway 82 and Gallagher Drive. The owner would like to plat the property into 1 lot for commercial development.

The following has been approved for this location:

- February 11, 1969 – Zone Change from R-1 (One Family Residential) District to C-2 (General Commercial) District
- October 14, 1969 – Exception to allow a 17' front setback for the Montgomery Ward Automotive Center pump island

Adjacent Zoning:

C-2 (General Commercial) District
MF-30 (Multi-Family Residential) District

Origination:

LJ Erikson, Sherman NEC Texoma & 82, LP (Owner)
Spiars Engineering, Inc. (Engineer/Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Improvement Survey
Final Plat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 7.**

Meeting Date: 10/16/2023
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Coursey Addition, consisting of 9.862 acres in the Charles McManus Survey, Abstract No. 802 and located in the ETJ (Extra Territorial Jurisdiction); Rickey Hugh Coursey, Jr. (Owner) and Preston Trail Land Surveying (Surveyor) (2855 Baker Ridge Road)

Issue:

To consider Final Plat of Coursey Addition, consisting of 9.862 acres in the Charles McManus Survey, Abstract No. 802 and located in the ETJ (Extra Territorial Jurisdiction); Rickey Hugh Coursey, Jr. (Owner) and Preston Trail Land Surveying (Surveyor) (2855 Baker Ridge Road)

Background:

The property is located at 2855 Baker Ridge Road between Mayes Drive and Whitney Road. The owner would like to plat the property into 2 lots for residential development.

Origination:

Rickey Hugh Coursey, Jr. (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

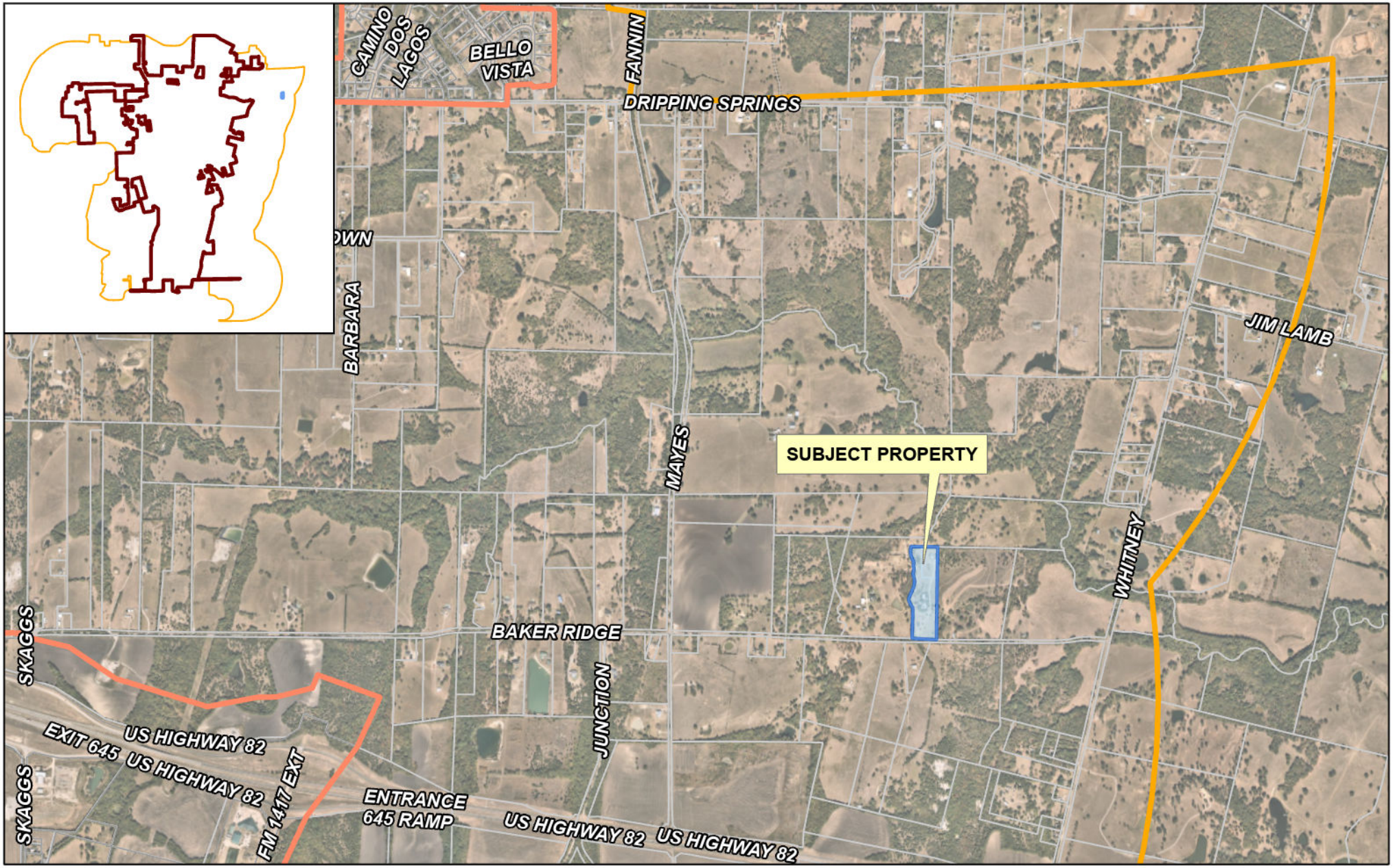
At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Final Plat
STAFF REVIEW LETTER
P&Z Communication



dlagrone H:\ENGINEERING\SESR\.jdp\Public Notification.jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2855 Baker Ridge Rd

N
W E
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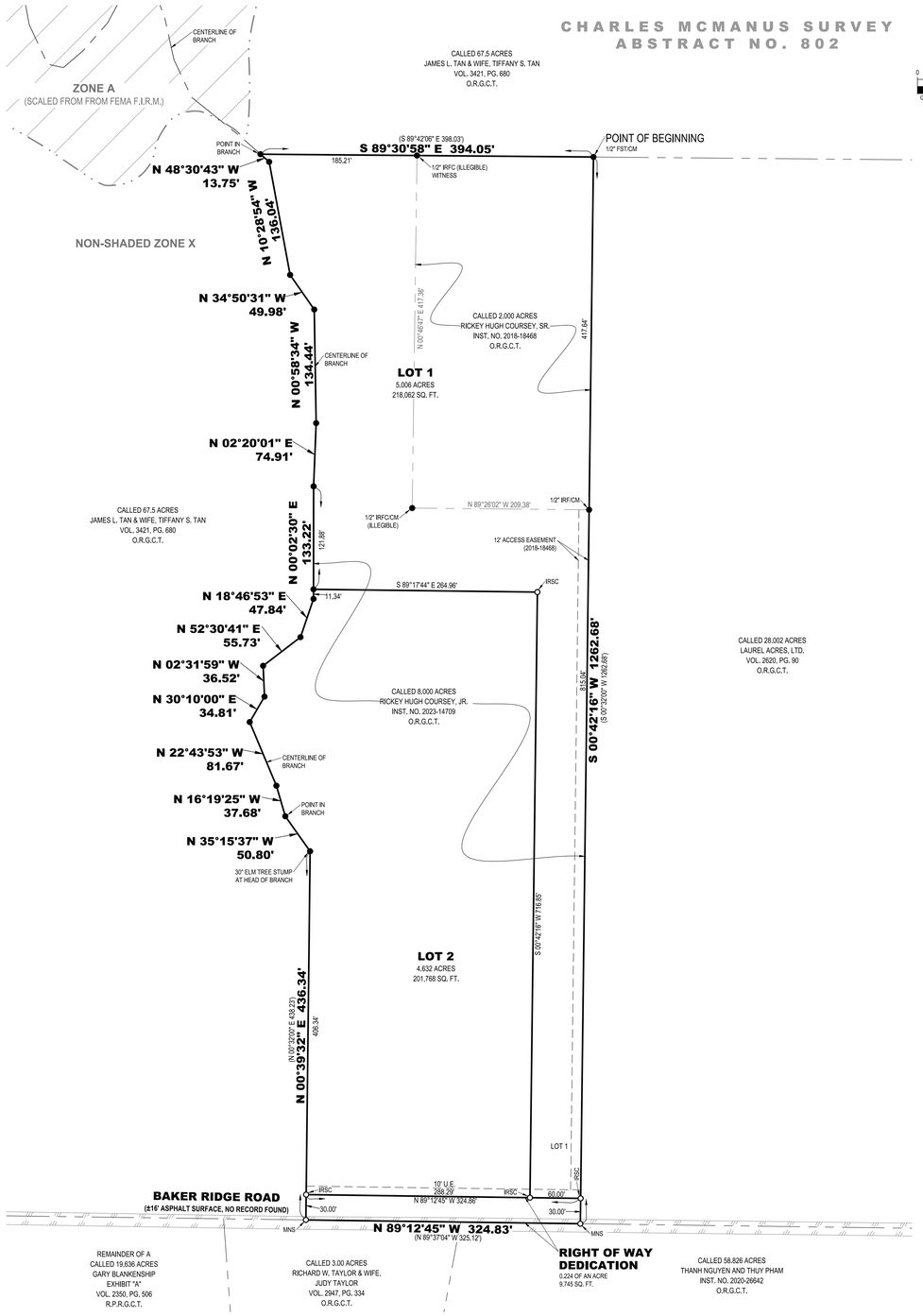
Date: 8/31/2023 10:23 AM

CHARLES MCMANUS SURVEY
ABSTRACT NO. 802



VICINITY MAP (NOT TO SCALE)

0 40 80
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
MNS	MAG NAIL SET W/ "PRESTON TRAIL, RPLS 6585" ALUMINUM WASHER SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
FST	FOUND SQUARE TUBE
CM	CONTROLLING MONUMENT
( )	DEED OR PLAT CALL
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NO.
U.E.	UTILITY EASEMENT
———	BOUNDARY LINE
——— ———	ADJOINER LINE
- - - - -	EASEMENT
//////	ASPHALT

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for Grayson County, Texas, Community Number 480829, 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 0295 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.

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS Rickey Hugh Coursey, Sr and Rickey Hugh Coursey, Jr is the owners of all of that certain tract or parcel of land situated in the Charles McManus Survey, Abstract No. 802, the Extra Territorial Jurisdiction of the City of Sherman, Grayson County, Texas, and being all of a called 2.000 acre tract of land described in the deed to Rickey Hugh Coursey, Sr, recorded in Instrument No. 2018-18468, Official Records, Grayson County, Texas, and all of a called 8.000 acre tract of land described in the deed to Rickey Hugh Coursey, Jr, recorded in instrument No. 2023-14709, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch square tubing found for the northeast corner of said 2.000 acre tract, common to the northwest corner of a called 28.002 acre tract of land described in the deed to Laurel Acres, LTD, recorded in Volume 2620, Page 90, said Official Records, and on a southerly line of a called 67.5 acre tract of land described in the deed to James L. Tan and wife, Tiffany S. Tan, recorded in Volume 3421, Page 680, said Official Records;

THENCE South 00°42'16" West, with the easterly line of said 2.000 acre tract, and with the westerly line of said 28.002 acre tract, passing en route at a distance of 417.64 feet a 1/2-inch iron rod found for the southeast corner of said 2.000 acre tract, and continuing on said course, with the easterly line of aforesaid 8.000 acre tract, a total distance of 1262.68 feet to a Mag Nail with an aluminum washer stamped "PRESTON TRAIL RPLS 6585" set for the southeast corner of said 8.000 acre tract, common to the southwest corner of said 28.002 acre tract, and on the northerly line of a called 58.826 acre tract of land described in the deed to Thanh Nguyen and Thuy Pham, recorded in Instrument No. 2020-26642, said Official Records, and in Baker Ridge Road (No record found);

THENCE North 89°12'45" West, with the southerly line of said 8.000 acre tract, and with the northerly line of said 58.826 acre tract part of the way, and with the northerly line of a called 3.00 acre tract of land described in the deed to Richard W, Taylor and wife, Judy Taylor, recorded in Volume 2947, Page 334, said Official Records, and in said Baker Ridge Road, a distance of 324.83 feet to a Mag Nail with an aluminum washer stamped "PRESTON TRAIL RPLS 6585' set for the southwest corner of said 8.000 acre tract, common to the southern-most southeast corner of aforesaid 67.5 acre tract;

THENCE North 00°39'32" East, with the westerly line of said 8.000 acre tract, and with an easterly line of said 67.5 acre tract, a distance of 436.34 feet to a 30-inch Elm Tree Stump at the head of a branch found for corner;

THENCE in a northerly direction, with common line between said 8.000 acre tract, and said 67.5 acre tract, with the centerline of said branch, the following Thirteen (13) courses:

1. North 35°15'37" West, a distance of 50.80 feet to a point for corner;
2. North 16°19'25" West, a distance of 37.68 feet to a point for corner;
3. North 22°43'53" West, a distance of 81.67 feet to a point for corner;
4. North 30°10'00" East, a distance of 34.81 feet to a point for corner;
5. North 02°31'59" West, a distance of 36.52 feet to a point for corner;
6. North 52°30'41" East, a distance of 55.73 feet to a point for corner;
7. North 18°46'53" East, a distance of 47.84 feet to a point for corner;
8. North 00°02'30" East, a distance of 133.22 feet to a point for corner;
9. North 02°20'01" East, a distance of 74.91 feet to a point for corner;
10. North 00°58'34" West, a distance of 134.44 feet to a point for corner;
11. North 34°50'31" West, a distance of 49.98 feet to a point for corner;
12. North 10°28'54" West, a distance of 136.04 feet to a point for corner;
13. North 48°30'43" West, a distance of 13.75 feet to a point for the northwest corner of said 8.000 acre tract, common to a re-entrant corner on a southerly line of said 67.5 acre tract;

THENCE South 89°30'58" East, with the northerly line of said 8.000 acre tract, and with a southerly line of said 67.5 acre tract, passing en route at a distance of 185.21 feet a 1/2-inch iron rod with an illegible plastic cap found for the northwest corner of aforesaid 2.000 acre tract, and continuing on said course, with the northerly line of said 2.000 acre tract, a total distance of 394.05 feet to the POINT OF BEGINNING and enclosing 9.862 acres (429,575 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **Rickey Hugh Coursey, Sr and Rickey Hugh Coursey, Jr**, does hereby adopt this plat designating the hereinbefore described property as **COURSEY ADDITION**, an Addition to the Extra Territorial Jurisdiction of 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:_____
Rickey Hugh Coursey, Sr

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 **Rickey Hugh Coursey, Sr**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

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

_____
Notary Public in and for the State of Texas

BY:_____
Rickey Hugh Coursey, Jr

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 **Rickey Hugh Coursey, 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 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 **COURSEY ADDITION,** 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:
Rickey Hugh Coursey, Sr
2871 Baker Ridge Road
Sherman, TX 75090
Rickey Hugh Coursey, Jr
2855 Baker Ridge Road
Sherman, TX 75090

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

FINAL PLAT
COURSEY ADDITION
9.862 ACRES
CHARLES MCMANUS SURVEY, ABSTRACT NO. 802
Extra-Territorial Jurisdiction of the 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. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=80' Date: 08/23/2023	Project No. 23-0351 Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 11, 2023

Rickey Hugh Coursey, Sr.
2871 Baker Ridge Road
Sherman, TX 75090

Rickey Hugh Coursey, Jr.
2855 Baker Ridge Road
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 Coursey Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 19, 2023 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 due to:
    a. Failure to provide Preliminary plat per City Ordinance. *Code of Ordinances Chapter 10.05, Section 6(A)(1)*
    b. Failure to provide minimum lot width per City Ordinance. *Code of Ordinances Chapter 14, Sec. 6.3.1*
2. The majority of the property lies within Pink Hill Water Supply Corporation Water CCN and the remainder lies within City of Sherman Water CCN. Reclassification of CCN boundaries by developer may be required in order to serve the site with water.
3. City of Sherman wastewater does not serve subject property. On-site sewage facility or extension of wastewater 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. 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
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

* **2855 BAKER RIDGE ROAD (Project No. 23-005134)**

The request of Rickey Hugh Coursey, Jr. (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 2855 Baker Ridge Road, consisting of 9.862 acres in the Charles McManus Survey, Abstract No. 802 and located in the ETJ (Extra Territorial Jurisdiction), as follows:

Planning and Zoning Commission

Final Plat of Coursey Addition

Background:

The property is located at 2855 Baker Ridge Road between Mayes Drive and Whitney Road. The owner would like to plat the property into 2 lots for residential development.

Adjacent Zoning:

ETJ (Extra Territorial Jurisdiction)

Origination:

Rickey Hugh Coursey, Jr. (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Final Plat

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 8.**

Meeting Date: 10/16/2023
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Heritage Ranch, Phase 1, consisting of 51.767 acres in the J. Jennings Survey, Abstract No. 647, and the U. Burns Survey, Abstract No. 121 and currently located in the PD (Planned Development)/75&82 Overlay District; Ryan Griffin (Owner), Stephanie Centofonti, Rockhill Capital (Developer) and Spiars Engineering (Engineer/Surveyor) (300-1000 Blocks West Highway 82)

Issue:

To consider Final Plat of Heritage Ranch, Phase 1, consisting of 51.767 acres in the J. Jennings Survey, Abstract No. 647, and the U. Burns Survey, Abstract No. 121 and currently located in the PD (Planned Development)/75&82 Overlay District; Ryan Griffin (Owner), Stephanie Centofonti, Rockhill Capital (Developer) and Spiars Engineering (Engineer/Surveyor) (300-1000 Blocks West Highway 82)

Background:

The property is located in the 300-1000 Blocks West Highway 82 between Plainview Road and North Travis Street. The owner would like to plat the property into 257 lots for residential development and 6 common areas.

The following has been approved for this location:

- December 15, 2020 - Planned Development for Heritage Ranch Development

Origination:

Ryan Griffin (Owner)
Stephanie Centofonti, Rockhill Capital (Developer)
Spiars Engineering (Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 19, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 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\ESRI-jdp\Public Notification jdp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

300-1000 W US 82
Heritage Ranch Ph 1

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W E
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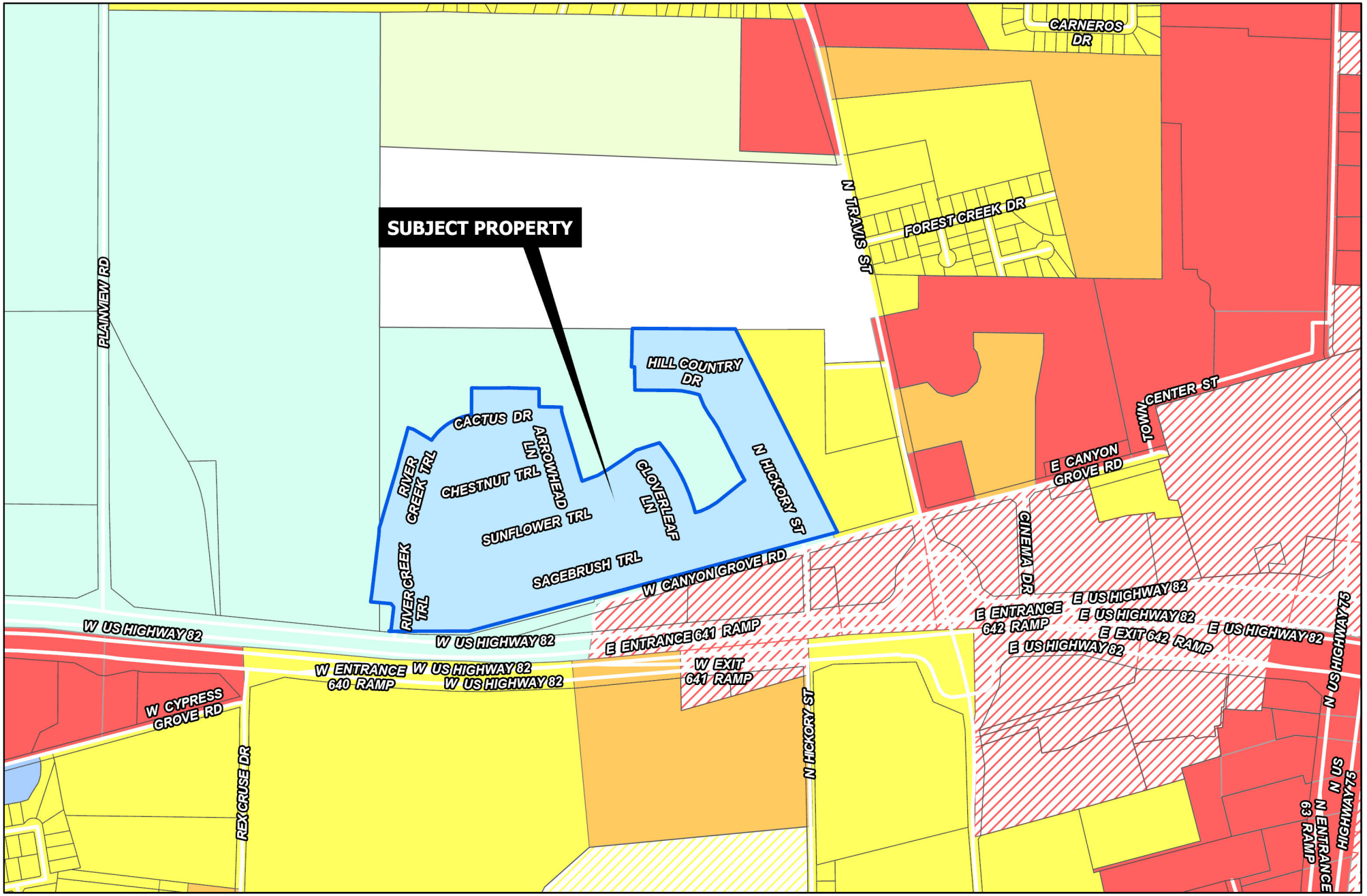
Date: 8/30/2023 10:13 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning&Zoning

CITY OF SHERMAN

N
W E
S

300-1000 W US 82
Heritage Ranch Ph 1

Date: 8/30/2023 10:13 AM



Boundary Line Table		
Line #	Length	Direction
BL1	85.39'	N 89°54'18" W
BL2	28.37'	N 49°56'01" E
BL3	118.92'	N 05°06'42" E
BL4	21.50'	N 39°07'01" W
BL5	38.72'	N 83°20'45" W
BL6	49.93'	N 86°47'33" W
BL7	56.51'	S 59°05'44" E
BL8	22.25'	N 78°46'17" E
BL9	145.89'	N 00°29'24" E
BL10	96.02'	S 00°29'24" W
BL11	120.00'	S 89°30'36" E

Boundary Line Table		
Line #	Length	Direction
BL12	108.54'	N 56°56'02" E
BL13	50.00'	N 45°53'35" E
BL14	135.91'	N 73°38'18" E
BL15	161.72'	S 26°42'03" E
BL16	18.30'	S 14°51'55" E
BL17	50.00'	N 69°37'53" E
BL18	67.57'	N 50°03'19" E
BL19	208.09'	N 89°27'10" W
BL20	120.00'	N 00°32'50" E
BL21	17.34'	N 89°27'10" W
BL22	200.00'	N 00°31'14" E

Boundary Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
BC1	421.15'	5579.68'	421.05'	N 87°18'16" W	4°19'29"
BC2	16.54'	275.00'	16.54'	N 85°04'09" W	3°26'49"
BC3	70.17'	325.00'	70.03'	S 65°16'50" E	12°22'12"
BC4	240.40'	325.00'	234.96'	N 59°09'06" E	42°22'55"
BC5	45.58'	155.00'	45.41'	S 07°56'03" E	16°50'54"
BC6	173.28'	625.00'	172.72'	N 64°52'34" E	15°53'05"
BC7	139.78'	445.00'	139.20'	S 35°41'57" E	17°59'49"
BC8	32.02'	155.00'	31.96'	S 20°46'59" E	11°50'08"

Boundary Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
BC9	72.42'	445.00'	72.34'	S 19°31'39" E	9°19'27"
BC10	120.56'	455.00'	120.21'	N 62°55'09" E	15°10'54"
BC11	15.61'	325.00'	15.61'	N 21°44'40" W	2°45'07"
BC12	70.27'	745.00'	70.24'	N 52°45'26" E	5°24'15"
BC13	80.00'	455.00'	79.89'	N 31°44'15" W	10°04'25"
BC14	140.12'	455.00'	139.57'	N 27°45'08" W	17°38'40"
BC15	49.93'	445.00'	49.90'	N 78°10'03" W	6°25'44"
BC16	89.84'	355.00'	89.60'	N 82°12'11" W	14°29'58"

NOTES:
1. Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
2. Bearings are based on the State Plan Coordinate System, Texas North Central Zone (4202), north American Datum of 1983 (NAD'83).
3. All development will comply with City of Sherman Requirements.
4. All open space X–Lots, detention pond and median to be owned and maintained by the H.O.A.
5. This plat is subject to the residential zoning standards outlined in the approved PD ordinance No. 6354.
6. Floodplain reclamation subject to engineering approval of flood study, wetland delineation study, habitat study, and vegetative study at the time of final plat submittal.
7. Finished floor elevation shall be at least 2 feet above the 100–year floodplain.
8. No part of the subject tract is located in a 100 year FEMA FloodPlain 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 (FIRM) Map No. 48181C0290F and 48181C0270F dated September 29, 2010 prepared by the Federal Emergency Management Agency (FEMA) for Grayson County, TX.
9. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Sherman's use thereof.

FINAL PLAT

HERITAGE RANCH PHASE 1

257 LOTS & 6 COMMON AREAS
51.767 GROSS ACRES OUT OF THE
URIAH BURNS SURVEY, ABSTRACT No. 121
&
JOHN JENNINGS SURVEY, ABSTRACT No. 647
IN THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OWNER / APPLICANT
Covenant Development
5523 W. Houston St
Sherman, TX 75091
Telephone: (903)893-8500
Contact: Ryan Johnson

DEVELOPMENT MANAGER
ROCKHILL CAPITAL & INVESTMENTS, LLC
9550 John W. Elliott Drive, Suite 106
Frisco, TX 75033
Telephone: (214) 578-6568
Contact: Stephanie Centofonti

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: 972-422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Matt Dorsett

Scale: 1"=100' August, 2023 SEI Job No. 21-110

Plotted by: rhartmon Plot Date: 8/16/2023 10:49 AM
Drawing: G:\2021 JOBS\21-110 Heritage Ranch\CAD\21-110 plaze.dwg Saved By: Rhartmon Save Time: 8/16/2023 10:49:03 AM

Lot Line Table		
Line #	Length	Direction
L1	22.08'	S 33°22'39" W
L2	10.03'	S 51°24'15" E
L3	21.21'	N 18°17'57" E
L4	21.21'	S 71°42'03" E
L5	21.21'	S 29°34'26" W
L6	21.21'	N 60°25'34" W
L7	20.64'	S 83°12'44" E
L8	20.61'	S 09°56'24" W
L9	21.21'	S 59°58'59" E
L10	21.21'	N 30°01'01" E
L11	21.21'	S 71°42'03" E
L12	21.11'	S 18°01'44" W
L13	21.47'	S 60°40'14" E
L14	20.96'	S 29°19'46" W
L15	21.47'	S 60°40'14" E
L16	20.96'	N 29°19'46" E
L17	21.47'	N 60°40'14" W
L18	20.96'	S 29°19'46" W
L19	21.47'	S 60°40'14" E
L20	20.96'	N 29°19'46" E

Lot Line Table		
Line #	Length	Direction
L21	22.25'	S 55°48'05" E
L22	22.25'	S 39°55'58" W
L23	22.25'	S 16°57'45" E
L24	20.97'	S 29°39'32" E
L25	21.45'	N 60°20'28" E
L26	21.21'	S 38°20'45" E
L27	21.21'	S 51°39'15" W
L28	21.21'	N 51°39'15" E
L29	21.29'	S 38°33'56" E
L30	20.93'	N 50°53'06" E
L31	27.90'	S 40°39'07" E
L32	35.44'	N 00°32'12" E

Centerline Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C5	126.53'	500.00'	126.20'	N 82°12'11" W	14°29'58"
C6	127.11'	300.00'	126.16'	S 87°05'30" E	24°16'36"
C7	115.05'	500.00'	114.80'	N 82°02'14" E	13°11'01"
C8	307.37'	1430.00'	306.78'	S 85°12'47" E	12°18'56"
C9	69.46'	300.00'	69.31'	S 85°41'19" E	13°16'00"
C10	129.95'	250.00'	128.49'	N 24°07'15" W	29°46'54"
C11	107.43'	500.00'	107.23'	N 32°51'22" W	12°18'40"
C12	59.03'	300.00'	58.94'	N 21°03'48" W	11°16'28"
C13	138.69'	600.00'	138.38'	S 56°40'38" W	13°14'39"
C14	85.40'	300.00'	85.12'	N 28°31'27" W	16°18'40"
C15	227.21'	600.00'	225.85'	S 64°10'07" W	21°41'48"
C16	61.35'	300.00'	61.25'	S 20°50'31" E	11°43'04"
C17	92.51'	300.00'	92.15'	S 35°32'07" E	17°40'08"
C18	33.33'	300.00'	33.31'	N 60°07'00" E	6°21'56"
C19	252.49'	800.00'	251.44'	N 65°58'32" E	18°05'00"
C20	88.22'	300.00'	87.90'	S 07°56'03" E	16°50'54"
C21	41.54'	300.00'	41.51'	N 86°01'58" E	7°56'03"
C22	387.53'	300.00'	361.15'	N 52°59'36" E	74°00'48"
C23	64.77'	300.00'	64.64'	S 65°16'50" E	12°22'12"
C24	387.53'	300.00'	361.15'	N 52°59'36" E	74°00'48"

Centerline Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C25	155.40'	300.00'	153.66'	N 89°51'23" E	29°40'42"
C26	48.86'	300.00'	48.81'	N 11°19'13" E	9°19'56"
C27	192.60'	510.00'	191.45'	N 85°50'08" E	21°38'14"
C28	37.47'	200.00'	37.42'	N 12°01'18" E	10°44'05"
C29	37.47'	200.00'	37.42'	N 12°01'18" E	10°44'05"
C30	98.41'	200.00'	97.42'	S 07°26'33" E	28°11'37"
C31	98.41'	200.00'	97.42'	S 07°26'33" E	28°11'37"
C32	13.58'	504.50'	13.58'	N 05°52'59" E	1°32'33"
C33	12.02'	446.50'	12.02'	S 05°52'59" W	1°32'33"
C34	302.11'	800.00'	300.32'	S 85°50'08" W	21°38'14"

Centerline Line Table		
Line #	Length	Direction
L50	7.50'	S 21°32'22" E

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	A	9,329	0.214
2	A	5,088	0.117
3	A	5,087	0.117
4	A	6,504	0.149
5	A	5,437	0.125
6	A	6,739	0.155
7	A	5,154	0.118
8	A	5,049	0.116
9	A	4,824	0.111
10	A	4,800	0.110
11	A	4,800	0.110
12	A	4,800	0.110
13	A	4,800	0.110
14	A	4,800	0.110
15	A	4,800	0.110
16	A	4,800	0.110
17	A	4,800	0.110
18	A	4,800	0.110
19	A	4,800	0.110
20	A	4,800	0.110

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
21	A	4,800	0.110
22	A	4,752	0.109
23	A	4,699	0.108
24	A	4,686	0.108
25	A	4,674	0.107
26	A	4,662	0.107
27	A	4,649	0.107
28	A	4,637	0.106
29	A	4,624	0.106
30	A	4,612	0.106
31	A	4,600	0.106
32	A	4,587	0.105
33	A	4,575	0.105
34	A	4,563	0.105
35	A	4,550	0.104
36	A	4,538	0.104
37	A	4,525	0.104
38	A	4,513	0.104
39	A	4,514	0.104
40	A	4,597	0.106

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
41X	A	173,920	3.993

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	C	7,777	0.179
2	C	6,527	0.150
3	C	6,755	0.155
4	C	6,514	0.150
5	C	5,982	0.137
6	C	5,626	0.129
7	C	5,505	0.126
8	C	5,500	0.126
9	C	5,500	0.126
10	C	5,500	0.126
11	C	5,500	0.126

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	E	7,202	0.165
2	E	6,575	0.151
3	E	6,911	0.159
4	E	7,004	0.161
5	E	7,028	0.161
6	E	7,241	0.166

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	F	11,528	0.265
2	F	6,309	0.145
3	F	5,047	0.116
4	F	6,309	0.145
5	F	5,173	0.119
6	F	5,173	0.119
7	F	4,984	0.114
8	F	4,920	0.113
9	F	4,920	0.113
10	F	4,920	0.113
11	F	4,920	0.113
12	F	4,920	0.113
13	F	4,920	0.113
14	F	4,920	0.113
15	F	4,920	0.113
16	F	4,920	0.113
17	F	4,918	0.113
18	F	5,192	0.119
19	F	5,388	0.124
20	F	5,715	0.131

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
21	F	4,800	0.110
22	F	4,800	0.110
23	F	4,800	0.110
24	F	4,800	0.110
25	F	4,800	0.110
26	F	4,800	0.110
27	F	4,800	0.110
28	F	4,800	0.110
29	F	4,800	0.110
30	F	4,800	0.110
31	F	4,800	0.110
32	F	4,815	0.111
33	F	5,104	0.117
34	F	5,146	0.118
35	F	5,145	0.118
36	F	5,145	0.118
37	F	5,145	0.118
38	F	4,869	0.112
39	F	8,416	0.193

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	I	5,403	0.124
2	I	4,937	0.113
3	I	5,247	0.120
4	I	5,308	0.122
5	I	5,308	0.122
6	I	5,308	0.122
7	I	5,308	0.122
8	I	5,036	0.116
9	I	4,940	0.113
10	I	6,290	0.144
27	I	7,651	0.176
28	I	6,268	0.144
29	I	6,225	0.143
30	I	6,225	0.143
31	I	6,225	0.143
32	I	6,225	0.143
33	I	6,168	0.142
34	I	6,166	0.142
35X	I	12,277	0.282

Easement Line Table		
Line #	Length	Direction
L33	22.12'	N 40°54'12" W
L34	15.00'	N 49°05'48" E
L35	22.12'	S 40°54'12" E
L36	105.50'	N 00°29'24" E
L37	7.32'	N 59°30'36" W
L38	257.51'	N 89°27'10" W
L39	147.50'	N 00°32'50" E
L40	147.50'	N 00°32'50" E
L41	15.00'	N 89°27'10" W
L42	132.50'	N 00°32'50" E
L43	15.00'	S 89°27'10" E
L44	132.50'	N 00°32'50" E
L45	242.51'	N 89°27'10" W
L46	15.98'	N 59°30'36" W
L47	114.18'	N 00°29'24" E
L48	22.30'	S 04°17'53" E
L49	5.35'	S 85°42'07" W

Easement Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C34	7.02'	77.50'	7.01'	N 43°29'48" W	5°11'13"
C35	15.96'	62.50'	15.92'	S 48°13'16" E	14°38'08"
C36	32.66'	62.50'	32.29'	N 74°28'53" W	29°56'34"
C37	40.50'	77.50'	40.04'	N 74°28'53" W	29°56'34"

Lot Curve Table					
Curve #	Length	Radius	Chord	Chord Bearing	Delta
C1	101.94'	745.00'	101.86'	S 59°22'46" W	7°50'24"
C2	13.80'	100.00'	13.79'	N 18°56'15" W	7°54'33"
C3	105.12'	365.00'	104.76'	N 83°52'52" E	16°30'06"
C4	110.07'	150.00'	107.62'	S 37°01'28" W	42°02'39"

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	B	7,806	0.179
2	B	6,110	0.140
3	B	6,002	0.138
4	B	6,002	0.138
5	B	6,002	0.138
6	B	6,002	0.138
7	B	6,003	0.138
8	B	6,003	0.138
9	B	6,003	0.138
10	B	6,004	0.138
11	B	6,004	0.138
12	B	6,004	0.138
13	B	6,005	0.138
14	B	6,005	0.138
15	B	6,017	0.138
16	B	6,181	0.142
17	B	6,574	0.151
18	B	6,845	0.157
19	B	8,288	0.190

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	D	6,585	0.151
2	D	6,000	0.138
3	D	6,000	0.138
4	D	6,000	0.138
5	D	6,000	0.138
6	D	6,000	0.138
7	D	6,688	0.154
8	D	6,128	0.141
9	D	6,000	0.138
10	D	6,000	0.138
11	D	6,000	0.138
12	D	6,000	0.138
13	D	6,000	0.138
14	D	6,000	0.138
15	D	6,000	0.138
16	D	8,043	0.185

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	H	7,118	0.163
2	H	6,125	0.141
3	H	6,932	0.159
4	H	8,687	0.199
5	H	8,382	0.192
6	H	7,790	0.179
7	H	7,212	0.166
8	H	6,999	0.161
9	H	6,640	0.152
10	H	6,474	0.149
11	H	8,592	0.197
12	H	6,768	0.155
13	H	6,768	0.155
14	H	7,740	0.178
15	H	8,391	0.193
16	H	7,589	0.174
17	H	7,937	0.182
18	H	8,283	0.190
19	H	8,363	0.192
20	H	12,998	0.298

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	G	8,320	0.191
2	G	7,006	0.161
3	G	7,006	0.161
4	G	8,458	0.194
5	G	9,831	0.226
6	G	6,755	0.155
7	G	6,060	0.139
8	G	6,060	0.139
9	G	6,060	0.139
10	G	6,060	0.139
11	G	6,060	0.139
12	G	6,060	0.139
13	G	6,060	0.139
14	G	6,060	0.139
15	G	6,663	0.153
16	G	5,388	0.124
17	G	4,800	0.110
18	G	4,800	0.110
19	G	4,800	0.110
20	G	4,800	0.110

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
21	G	4,800	0.110
22	G	4,800	0.110
23	G	4,800	0.110
24	G	4,800	0.110
25	G	4,800	0.110
26	G	4,800	0.110
27	G	4,800	0.110
28	G	4,834	0.111
29	G	5,231	0.120
30	G	5,231	0.120
31	G	6,002	0.138

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1X	X	6,345	0.146
2X	X	3,977	0.091

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	J	5,887	0.135
2	J	5,284	0.121
3	J	5,284	0.121
4	J	5,284	0.121
5	J	5,284	0.121
6	J	5,284	0.121
7	J	5,284	0.121
8	J	5,284	0.121
9	J	5,287	0.121
10	J	4,800	0.110
11	J	4,800	0.110
12	J	4,800	0.110
13	J	5,381	0.124
14	J	5,109	0.117
15	J	5,624	0.129
16	J	8,680	0.199
17	J	5,992	0.138
18	J	5,597	0.128
19	J	5,306	0.122
20	J	5,113	0.117

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
21	J	5,045	0.116
22	J	4,808	0.110
23	J	6,032	0.138

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	K	6,488	0.149
2	K	6,125	0.141
3	K	6,437	0.148
4	K	6,437	0.148
5	K	5,799	0.133
17	K	9,098	0.209
18	K	6,388	0.147
19	K	6,044	0.139
20	K	5,400	0.124
21	K	5,400	0.124
22	K	6,351	0.146
23	K	6,571	0.151
24	K	6,157	0.141

Lot Area Table			
Lot #	Block #	Square Feet	Acreage
1	L	7,641	0.175
2	L	7,432	0.171
3	L	7,545	0.173
4	L	7,933	0.182
5	L	7,435	0.171
6	L	6,000	0.138
7	L	6,000	0.138
8	L	6,000	0.138
9	L	6,000	0.138
10	L	6,000	0.138
11	L	6,006	0.138
12	L	5,979	0.137
13	L	5,851	0.134
14	L	9,317	0.214
15	L	9,946	0.228
16	L	6,741	0.155
17	L	6,538	0.150
18	L	6,000	0.138
19	L	6,000	0.138
20	L	6,000	0.138
21	L	6,000	0.138

FINAL PLAT

HERITAGE RANCH PHASE 1

257 LOTS & 6 COMMON AREAS
51.767 GROSS ACRES OUT OF THE
URIAH BURNS SURVEY, ABSTRACT No. 121
&
JOHN JENNINGS SURVEY, ABSTRACT No. 647
IN THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OWNER / APPLICANT
Covenant Development
5523 W. Houston St
Sherman, TX 75091
Telephone: (903)893-8500
Contact: Ryan Johnson

DEVELOPMENT MANAGER
ROCKHILL CAPITAL & INVESTMENTS, LLC
9550 John W. Elliott Drive, Suite 106
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Telephone: (214) 578-6568
Contact: Stephanie Centofonti

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: 972-422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Matt Dorsett

August, 2023 SEI Job No. 21-110

Plotted By: rhartmon Plot Date: 8/16/2023 10:49 AM
Drawing: G:\2021 JOBS\21-110 Heritage Ranch\CAD\21-110 pbase.dwg Saved By: rhartmon Save Time: 8/16/2023 10:49:03 AM

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 647, and the U. Burns Survey, Abstract No. 121, City of Sherman, Grayson County, Texas, being part of a tract conveyed to RCICD Heritage Ranch LLC, by deed recorded in Doc. No. 2022–6833 of the Official Public Record, Grayson County, Texas (OPRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a concrete nail with flasher found in West Canyon Grove Road, a public road;

THENCE, S 74°34'26" W, 1,517.39 feet along said road to a Mag nail with flasher found for the intersection thereof with the north line of U.S. Highway 82 and passing said Mag nail for a total distance of 1,979.20 feet;

THENCE along the north line of said right–of–way, the following:

THENCE N 89°54'18" W, 85.39 feet;

THENCE, around a non–tangent curve to the left having a central angle of 04°19'29", a radius of 5579.68 feet, a chord of N 87°18'16" W – 421.05 feet, an arc length of 421.15 feet;

THENCE N 49°56'01" E, 28.37 feet;

THENCE N 05°06'42" E, 118.92 feet;

THENCE N 39°07'01" W, 21.50 feet;

THENCE N 83°20'45" W, 38.72 feet;

THENCE, around a tangent curve to the right having a central angle of 03°26'49", a radius of 275.00 feet, a chord of N 85°04'09" W – 16.54 feet, an arc length of 16.54 feet;

THENCE N 86°47'33" W, 49.93 feet;

THENCE N 06°39'15" E, 397.74 feet;

THENCE N 15°59'12" E, 555.11 feet;

THENCE, around a non–tangent curve to the right having a central angle of 12°22'12", a radius of 325.00 feet, a chord of S 65°16'50" E – 70.03 feet, an arc length of 70.17 feet;

THENCE S 59°05'44" E, 56.51 feet;

THENCE N 78°46'17" E, 22.25 feet;

THENCE, around a non–tangent curve to the right having a central angle of 42°22'55", a radius of 325.00 feet, a chord of N 59°09'06" E – 234.96 feet, an arc length of 240.40 feet;

THENCE N 00°29'24" E, 145.89 feet;

THENCE S 89°27'10" E, 360.00 feet;

THENCE S 00°29'24" W, 96.02 feet;

THENCE S 89°30'36" E, 120.00 feet;

THENCE, around a non–tangent curve to the right having a central angle of 16°50'54", a radius of 155.00 feet, a chord of S 07°56'03" E – 45.41 feet, an arc length of 45.58 feet;

THENCE S 16°21'30" E, 364.07 feet;

THENCE, around a non–tangent curve to the right having a central angle of 15°53'05", a radius of 625.00 feet, a chord of N 64°52'34" E – 172.72 feet, an arc length of 173.28 feet;

THENCE N 56°56'02" E, 108.54 feet;

THENCE N 45°53'35" E, 50.00 feet;

THENCE N 73°38'18" E, 135.91 feet;

THENCE, around a non–tangent curve to the right having a central angle of 17°59'49", a radius of 445.00 feet, a chord of S 35°41'57" E – 139.20 feet, an arc length of 139.78 feet;

THENCE S 26°42'03" E, 161.72 feet;

THENCE, around a tangent curve to the right having a central angle of 11°50'08", a radius of 155.00 feet, a chord of S 20°46'59" E – 31.96 feet, an arc length of 32.02 feet;

THENCE S 14°51'55" E, 18.30 feet;

THENCE, around a tangent curve to the right having a central angle of 09°19'27", a radius of 445.00 feet, a chord of S 19°31'39" E – 72.34 feet, an arc length of 72.42 feet;

THENCE, around a non–tangent curve to the right having a central angle of 15°10'54", a radius of 455.00 feet, a chord of N 62°55'09" E – 120.21 feet, an arc length of 120.56 feet;

THENCE, around a non–tangent curve to the right having a central angle of 02°45'07", a radius of 325.00 feet, a chord of N 21°44'40" W – 15.61 feet, an arc length of 15.61 feet;

THENCE N 69°37'53" E, 50.00 feet;

THENCE N 50°03'19" E, 67.57 feet;

THENCE, around a tangent curve to the right having a central angle of 05°24'15", a radius of 745.00 feet, a chord of N 52°45'26" E – 70.24 feet, an arc length of 70.27 feet;

THENCE N 26°42'03" W, 297.53 feet;

THENCE, around a tangent curve to the right having a central angle of 10°04'25", a radius of 455.00 feet, a chord of N 31°44'15" W – 79.89 feet, an arc length of 80.00 feet;

THENCE, around a non–tangent curve to the right having a central angle of 17°38'40", a radius of 455.00 feet, a chord of N 27°45'08" W – 139.57 feet, an arc length of 140.12 feet;

THENCE, around a non–tangent curve to the right having a central angle of 06°25'44", a radius of 445.00 feet, a chord of N 78°10'03" W – 49.90 feet, an arc length of 49.93 feet;

THENCE, around a non–tangent curve to the right having a central angle of 14°29'58", a radius of 355.00 feet, a chord of N 82°12'11" W – 89.60 feet, an arc length of 89.84 feet;

THENCE N 89°27'10" W, 208.09 feet;

THENCE N 00°32'50" E, 120.00 feet;

THENCE N 89°27'10" W, 17.34 feet;

THENCE N 00°31'14" E, 200.00 feet;

THENCE S 89°27'10" E, 558.59 feet along the south line of a tract conveyed to Melissa Smith Murray, by deed recorded in Volume 4413, Page 186 DRGCT, to a 60d nail found for the northwest corner of a tract conveyed to Zoe Life Outreach, Inc., recorded in Volume 5581, Page 396 DRGCT;

THENCE S 26°41'36" E, 1234.81 feet along the west line thereof to a concrete nail with flasher found in West Canyon Grove road, a public road to the POINT OF BEGINNING with the subject tract containing: 2,254,958 square feet or 51.767 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, **ROCKHILL CAPITAL & INVESTMENTS, LLC,** do hereby adopt this plat designating the hereinabove described property as **HERITAGE RANCH PHASE 1**, an Addition to the City of SHERMAN, and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. 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 which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strip 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.

Witness our hands at _____ County, Texas, this _____ day of _____, 2023.

ROCKHILL CAPITAL & INVESTMENTS, LLC

By: _____

SIGNER'S NAME, TITLE

STATE OF TEXAS §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof 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 _____, Texas.

Dated this the _____ day of _____, 2023.

_____
DARREN K. BROWN, R.P.L.S. NO. 5252

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Darren K. Brown, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2023.

_____
Notary Public, State of Texas

ACCESS EASEMENT

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police, and emergency use in along, upon, and across said premises, with the right and privilege at all times of the City of Sherman, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

PRIVATE DRAINAGE EASEMENT

This plat is hereby adopted by the Owners and approved by the City of Sherman (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: No obstruction to the natural flow of storm water run–off shall be permitted by construction of any type of building, fence, or any other structure within the Private Drainage Easement as herein above defined. Provided it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Private Drainage Easement at any point, or points, to investigate, survey or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the natural drainage channels traversing or adjacent to his property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur.

CERTIFICATE OF APPROVAL - PLANNING AND ZONING COMMISSION

Approved this _____ day of _____, 2023 By the City Planning And Zoning Commission of the City of Sherman, Texas.

_____ _____
Chariman Secretary

CERTIFICATE OF APPROVAL - CITY COUNCIL

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

_____ _____
Mayor Date+

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing Final Plat of the Subdivision or an Addition to the City of Sherman was submitted to the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public spaces as shown and set forth in an upon said map or plat, and said City Coucil further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, A.D. 2023

_____
City Clerk, City of Sherman, Texas

FINAL PLAT

HERITAGE RANCH PHASE 1

257 LOTS & 6 COMMON AREAS
51.767 GROSS ACRES OUT OF THE
URIAH BURNS SURVEY, ABSTRACT No. 121
&
JOHN JENNINGS SURVEY, ABSTRACT No. 647
IN THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

SHEET 3 OF 3

OWNER / APPLICANT	DEVELOPMENT MANAGER	ENGINEER / SURVEYOR
Covenant Development 5523 W. Houston St Sherman, TX 75091 Telephone: (903)893-8500 Contact: Ryan Johnson	ROCKHILL CAPITAL & INVESTMENTS, LLC 9550 John W. Elliott Drive, Suite 106 Frisco, TX 75033 Telephone: (214) 578-6568 Contact: Stephanie Centofonti	Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: 972-422-0077 TBPELS No. F-2121 and No. F-10043100 Contact: Matt Dorsett

August, 2023 SEI Job No. 21-110

Plotted by: mortmon Plot Date: 8/16/2023 10:49 AM
Drawing: G:\2021 JOBS\21-110 Heritage Ranch\CAD\21-110 plotsht.dwg Saved By: Rhortmon Save Time: 8/16/2023 10:49:03 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

September 11, 2023

Covenant Development
Attn: Ryan Johnson
5523 W. Houston St.
Sherman, TX 75091

Rockhill Capital & Investments, LLC
Attn: Stephanie Centofonti
9950 John W. Elliott Dr., Ste. 106
Frisco, TX 75033

Spiars Engineering, Inc.
Attn: Matt Dorsett
765 Custer Road, Ste. 100
Plano, TX 75075

Dear Applicants,

The request for approval of the Final Plat of Heritage Ranch, Phase 1 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, September 19, 2023 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. All easements outside of plat boundaries to be dedicated by separate instrument. Instrument information for all easements to be shown with graphics on plat.
2. Lot 1X, Block X and Lot 2X, Block X to be removed from plat. Entire area to be dedicated as Right of Way. *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 10' Utility Easement along Cloverleaf Lane on Lots 17 and 18, Block K. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Add General Note to read "All street signs to be owned and maintained by the H.O.A."
5. Add General Note to read "All improvements within the Right of Way to be maintained by the H.O.A."
6. Remove direction from Hickory Street on plat drawing.
7. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
8. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H).*

9. 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*
10. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be requested by emailing engineering@cityofsherman.com. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. 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)*
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. 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
Dillon Stewart, 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: 09/19/2023

Prepared by: Lauren Marlow, Development Services Coordinator

Requested Action/Proposed Use:

* **300-1000 BLOCKS WEST HIGHWAY 82 (Project No. 23-005122)**

The request of Ryan Griffin (Owner), Stephanie Centofonti, Rockhill Capital (Developer) and Spiars Engineering (Engineer/Surveyor) concerning the property located in the 300-1000 Blocks West Highway 82 consisting of 51.767 acres in the J. Jennings Survey, Abstract No. 647, and the U. Burns Survey, Abstract No. 121 and currently located in the PD (Planned Development)/75&82 Overlay District, as follows:

Planning and Zoning Commission

Final Plat of Heritage Ranch, Phase 1

Background:

The property is located in the 300-1000 Blocks West Highway 82 between Plainview Road and North Travis Street. The owner would like to plat the property into 257 lots for residential development and 6 common areas.

The following has been approved for this location:

- December 15, 2020 - Planned Development for Heritage Ranch Development
- October 19, 2021 - Preliminary Plat and Site Plan approval for Heritage Ranch

Adjacent Zoning:

Planned Development (PD)
R-6 (Single Family Residential) District
C-2 (General Commercial) District
C-1 (Retail Business) District
ETJ (Extra Territorial Jurisdiction)

Origination:

Ryan Griffin (Owner)
Stephanie Centofonti, Rockhill Capital (Developer)
Spiars Engineering (Engineer/Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/16/2023

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Issue:

Attachments

2023 Council Calendar

2023
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
11	12	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	6	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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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
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/20/20223	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
7/5/2023	Called City Council Meeting (Rescheduled)
6/9/2023	Called City Council Meeting
6/15/2023	Called City Council Meeting
6/26/2023	Called City Council Meeting
9/12/2023	SEDCO Joint Meeting
9/14/2023	Called City Council Meeting - Tree Ordinance Workshop