CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 17, 2023
5:00 P.M.

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

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

A. 3. INVOCATION BY COUNCIL MEMBER HENRY MARROQUIN

A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JUNE 26, 2023 AND THE CALLED CITY COUNCIL MEETING OF JULY 5, 2023.

Citizen Comments

B. 1. CITIZEN COMMENTS
During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C. 1. CONSENT AGENDA
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

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

Public Hearing

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6613
Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Automobile Sales, New or Used and Automobile Repair, Body Work, or Painting in the C-2 (General Commercial) District/75 & 82 Overlay District, Located at 2303 Texoma Parkway, Consisting of 0.770 acres, being in the Smith McGlothlin Survey, Abstract No. 808, and being a remainder of Lot 1 in Block 1 of Highland Park Addition, City of Sherman, Grayson County, Texas (LCA Properties, LLC, Owner; Todd Kofsky, Sherman Motors, Representative; and Underwood Drafting & 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

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6614**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Mini-Warehouse in a C-2 (General Commercial) District, Located at 5820 Texoma Parkway, consisting of 3.66 acres, being Block 1, Lot 1 in the Sherman Mini Warehouse Addition, City of Sherman, Grayson County, Texas (Rex Huddleston, Owner; Kent Hughlett, Representative; and Barron Stark Engineers, 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

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6615**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of of 8.68 acres, being in the A.C. Smith Survey, Abstract No. 1561, City of Sherman, Grayson County, Texas, Located in the 6501 Block North Highway 75, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the MF-30 (Multi Family Residential) District Zoning Classification, (Maruti Interests, Owners; and Sartin & Associates, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6616**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.131 acres in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, Located at 419 South Montgomery Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, (Jason Earnhart, Earnhartbuilt, LLC, Owners; 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

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6617**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition, City of Sherman, Grayson County, Texas, Located at 708 and 722 South Rusk Street, Heretofore Zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Rezoning and Placing the Tract in the C-N (Neighborhood Commercial) District Zoning Classification, (Luke Scheibmeir, Owners; 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

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6618**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Sections 14.02.001 (Zoning Districts Established), 14.02.002 (Zoning Equivalency Table), 14.03.008 (Arts And Cultural Overlay District), 14.03.009 (Central Business District Overlay District), 14.10.001 (Use Chart); Repealing The Arts And Cultural Overlay District; Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Central Business District Overlay District And Establishing New Subdistricts; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

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

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6619**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 43.9389 Acres, Tract One, Being 42.8134 Acres In The John Hendrix Survey, Abstract No. 503, The W.F. Patterson Survey, Abstract No. 969, The Daniel Shelp Survey, Abstract No. 1097 And The T.J. Shannon Survey, Abstract No. 1136, Lots 1 And 3, Block 1, Midway Mall And Tract Two, Consisting Of 6.9124 Acres In The John Hendrix Survey, Abstract No. 503 And The W.F. Patterson Survey, Abstract No. 969, Lots 5, 6 And 7, Block 1, Of The Replat Of Midway Mall, City Of Sherman, Grayson County, Texas, Located At 4800 Texoma Parkway, Heretofore Zoned M-1 (Light Manufacturing) District And C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Classification, (Star Midway, Llc, Owner; And Blue Sky Surveying And Mapping, 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

D. 8. **ORDINANCE NO. 6603 (Tabled at the June 26, 2023 Called City Council Meeting)**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Mini-Warehouse in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, Consisting of 43.9389 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and Being a Portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, 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

D. 9. **ORDINANCE NO. 6604 (Tabled at the June 26, 2023 Called City Council Meeting)**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Warehousing in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, consisting of 53.1534 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, 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

D. 10. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6613, 6614, 6615, 6616, 6617, 6618, 6619, 6603 & 6604.

Resolutions

E. 1. **RESOLUTION NO. 7104**

Authorizing Execution of the Amended and Restated Master Development Agreement Between the City of Sherman and Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the Planned Development Known as Hickory Hill, Being a Residential Development West of Carriage Estates Road in the City of Sherman, Texas

E. 2. **RESOLUTION NO. 7105**

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with D&S Engineering Labs, LLC Now Doing Business as GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing

E. 3. **RESOLUTION NO. 7106**
Approving the Greater Texoma Utility Authority's Intention to Award the Guaranteed Maximum Price Three (GMP 3.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main Project

E. 4. **** RESOLUTION NO. 7107***
Finding that Oncor Electric Delivery Company LLC's Application to Amend Its Distribution Cost Recovery Factor and Update Generation Riders to Increase Distribution Rates within the City Should Be Denied; Authorizing Participation with the Steering Committee of Cities Served by Oncor; Authorizing Hiring of Legal Counsel; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company

E. 5. **** RESOLUTION NO. 7108***
Authorizing the Execution of a Contract with Shade Structures, Inc. dba USA Shade for Purchase and Installation of Shade Structures at Pecan Grove West Athletic Complex through the Buyboard Purchasing Cooperative

Requests to Advertise

F. 1. ****REQUEST TO ADVERTISE***
Annual Requirements for Janitorial Services in Certain City-Owned Facilities

F. 2. **** REQUEST TO ADVERTISE***
Annual Contract for Gasoline and Diesel Supply

F. 3. **** REQUEST TO ADVERTISE***
Annual Two-Way Radio and Early Warning Siren Maintenance

Change Orders

G. 1. **CHANGE ORDER NO. 2**
Design of the New Sherman City Hall; M. Arthur Gensler Jr. & Associates, Inc for masterplanning services associated with the northwest section of downtown and the proposed City Hall for a price not to exceed $30,000.

Other Business

H. 1. **OTHER BUSINESS**
Preview of the 2023-2024 Draft Budget

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

H. 3. **** OTHER BUSINESS***
Approve Quarterly Investment Report for Quarter Ended June 30, 2023

H. 4. ***** OTHER BUSINESS***
Replat of Little Store Addition, consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition and is currently zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Luke Scheibmeir, Owner; Chris Noah, Representative; and Preston Trail Land Surveying, Surveyor (708 and 722 South Rusk Street)

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

Final Plat of Lot 1, Block 1 Texoma Hyundai Addition, consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, and is currently zoned C-2 (General Commercial) District; RFJ Auto Properties, LLC, Owner, Barton Chapa Surveying, LLC, Land Surveyor (2500 Texoma Parkway)

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

Replat of Northwest Addition, Block 1, Lot 5R, consisting of 1.400 acres in the Alfred Hume Survey, Abstract No. 522, and being a part of Lot 5, Block 1 of Northwest Addition and is currently zoned R-6 (Single Family Residential) District; Zachary Sanford, Owner; and Underwood Drafting & Surveying, Inc., Surveyor (2524 Mountain Climb Road)

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

Replat of Perez East Addition being a Replat of Lots 13 & 14, Block 2, of the Hall & Jones Addition, consisting of 0.273 acres, being Lot 13 and Lot 14, Block 2 of the Hall & Jones Addition, and is currently zoned R-6 (Single Family Residential) District; Gabriel Garcia Perez, Owners; Underwood Drafting & Surveying, Inc., Surveyor (802 North East Street)

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

Replat of Replat of Grayson County Justice Center, Lot 1R, consisting of 4.050 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, and is currently zoned C-1 (Retail Business) District; Grayson County, Owner and Underwood Drafting & Surveying, Inc., Surveyor (200 South Crockett Street)

H. 9. ***** OTHER BUSINESS***

Replat of Lot 4, Sherman Industrial Development Addition (Replat), 9.023 acres in the William Martin Survey, Abstract No. 765 and being all of Lot 4, of the Replat of Sherman Industrial Development Addition, and currently zoned Blalock Industrial Park PD (Planned Development); Sapphire Stockhome, LLC, Owners and Preston Trail Land Surveying, LLC, Surveyor (304 Progress Drive)

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

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

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

The Council reconvenes into General Session

K. 1. **OPEN MEETING**

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

L. **ADJOURNMENT**

COUNCIL CALENDAR

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

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, July 14, 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 14th day of July 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: 07/17/2023

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JUNE 26, 2023 AND THE CALLED CITY COUNCIL MEETING OF JULY 5, 2023.

Attachments

June 26, 2023 - Called Mtg

July 5, 2023 - Called Mtg

STATE OF TEXAS §

June 26, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called 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 June 26, 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 Pam Howeth.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Called City Council Meeting of June 9, 2023, and the Called City Council Meeting (GTUA Bonds) of June 15, 2023. Council Member Teamann moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

PROCLAMATION
"AMERICANS WITH DISABILITIES ACT AWARENESS DAY" -- JULY 26, 2023 — **AMERICANS WITH DISABILITIES ACT AWARENESS DAY (JULY 26, 2023)**

Mayor Plyler presented a proclamation to April Martin, HireAbility Navigator, Workforce Solutions Texoma. Ms. Martin said one in four people have a disability in the United States and it is the largest minority group. She added that Workforce Solutions Texoma offers a lot of assistance, and urged citizens to contact them.

CITIZEN'S COMMENTS
INTENT TO ISSUE CERTIFICATES OF OBLIGATION — **PROPOSED MUNICIPAL CAMPUS**

Harold Rogers, 3112 Redbud Trail, said he has owned and operated a business at 217 W. Pecan Street for 20 years. He said if the Council proceeds with the proposed Municipal Campus, he would have to vacate his business.

He said the cost was "pretty significant" when they discussed moving the downtown to this campus, at a cost of $30 million to $40 million.

He asked the City Council to prioritize the needs of the citizens for infrastructure and park improvements, over this "extremely nice, expensive" Municipal Campus, that will, at a minimum take three businesses that are currently in operation.

INTENT TO ISSUE CERTIFICATES OF OBLIGATION — **PROPOSED MUNICIPAL CAMPUS**

Vernon Krueger, 1400 Western Hills Dr, addressed the intent to issues Certificates of Obligation, including $20 million for a new

City Hall. His law practice is located next door to Mr. Rogers' business, on Pecan Street. He questioned funding this project, when there are multiple needs for roads, water, and other things, that are needed.

He said it would be a tax burden on citizens, and asked the Council to consider what is the best need for most of the citizens. He asked about the number of citizens that actually came to City Hall.

He felt funding that project was unnecessary, and shouldn't be a priority. He asked Council to "not forget" the citizens that have to pay the taxes on these projects. Citizens are already facing a property tax increase, water rate increase, and stormwater runoff, and he felt that was a burden to put on people for something that's not a necessity.

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 Council Member Dobbs. 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 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 Dobbs moved to approve the Consent Agenda, subject to the Staff Review Letter. Second by Council Member Teamann. All present voted AYE.

Mayor Plyler asked that the captions of Ordinances Nos. 6597, 6599, 6607, and 6608 be read together.

Mayor Plyler introduced Ordinance No. 6597 and called for a public hearing: — **ORD 6597 BLALOCK OVERLAY DISTRICT & CENTRAL BUSINESS DISTRICT CHANGES**

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 14.03.007 (BLALOCK COMMERCIAL OVERLAY DISTRICT), 14.03.009 (CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT); 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.

Mayor Plyler introduced Ordinance No. 6599 and called for a public hearing: — **ORD 6599 MODIFY BOUNDARIES OF HERITAGE ROW HISTORICAL DISTRICT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 3229 AND THE

CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 1 (GENERAL PROVISIONS), ARTICLE 1.10 (HERITAGE ROW HISTORICAL DISTRICT), DIVISION 1 (GENERALLY), SECTION 1.10.003 (BOUNDARIES); MODIFYING THE BOUNDARIES OF THE HERITAGE ROW HISTORICAL DISTRICT TO INCLUDE ALL PROPERTY WITHIN ONE HUNDRED (100) FEET OF EITHER SIDE OF THE RIGHT-OF-WAY OF SOUTH CROCKETT STREET BEGINNING AT THE CENTER OF THE INTERSECTION OF WEST CHERRY STREET AND SOUTH CROCKETT STREET AND ENDING AT THE CENTER OF THE INTERSECTION OF WEST HESTER STREET AND SOUTH CROCKETT STREET, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $500, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mayor Plyler introduced Ordinance No. 6607 and called for a public hearing:

ORD 6607
ZONE CHANGE
(200 S. CROCKETT 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 1.767 ACRES, BEING BLOCK 9 OF ORIGINAL TOWN PLAT IN THE GRAYSON COUNTY JUSTICE CENTER, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 200 SOUTH CROCKETT STREET, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT, (GRAYSON COUNTY, TEXAS, OWNER; MYRON DORNIC, JACKSON WALKER, LLP, 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.

Mayor Plyler introduced Ordinance No. 6608 and called for a public hearing:

ORD 6608
SUP FOR CORRECTION FACILITY
(200 S. CROCKETT 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 A CORRECTIONAL OR DETENTION FACILITY OR JAIL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY, LOCATED AT 200 SOUTH CROCKETT STREET (GRAYSON COUNTY, TEXAS, OWNER; MYRON DORNIC, JACKSON WALKER, LLP, 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.

Rob Rae, Director of Development Services, said Ordinance 6597 is a Zoning Ordinance update to address two items that were requested by two different applicants.

One is a zoning amendment in the Central Business District, to allow a correctional facility, including adjacent parking. The other

item is in the Blalock Commercial Overlay District, to allow a hotel use in the district, with a Specific Use Permit.

Ordinance 6599 is a request of Grayson County to modify the Heritage Row Historical District boundaries, to change the north boundary from Jones Street to Cherry Street. The City is asking to specify that the boundary is 100 feet from the right-of-way of Crockett Street.

Ordinance 6607 is a rezoning on the Grayson County Justice Center at 200 South Crockett Street. A portion of that tract is currently zoned MF-30, and the County is requesting that it be rezoned to C-1.

Ordinance 6608 is a request by Grayson County to locate a correctional or detention facility, with a Specific Use Permit, in the Central Business District, at 200 South Crockett Street. This item is conditional on the approval of Ordinance 6597.

The Planning and Zoning Commission recommended approval of all four Ordinances. They did add three conditions to the Specific Use Permit in Ordinance 6608. The first is that it be tied to the applicant; it be tied to Grayson County as their primary jail facility; and that it expires in five years, to allow for follow-up on other commitments made by Grayson County.

Mr. Rae said with the SUP, Grayson County has committed to recommending the amendment to zoning for the Central Business District; to providing a deed restriction to keep this block locked in and not allow them to grow at this location; that in the next five to ten years, the County will relocate the Probation Office and the Election Offices; and that within 15 to 20 years, they will relocate the Jail out of the downtown area.

Mr. Rae said he understood that Grayson County did not support the five-year time limit, issued by the Planning and Zoning Commission, and that the deed restriction would not be executed if that timeline was approved by the City Council. The recommendation of the staff is to exclude that item on the Specific Use Permit. He presented a new proposed copy of Ordinance 6608, with the five-year time limit removed.

<u>Bruce Dawsey, Grayson County Judge</u>
Judge Dawsey appeared representing Grayson County, and said the deed restriction originally did include a five-year Specific Use Permit, however they are using a ten-year bond to build the jail expansion.

Therefore, they are asking that the five-year Specific Use Permit be removed. He said they are fine with the deed restrictions stating that it's single source, single owner use. He said they aren't going to build a new jail and sell the old jail to a private company. The only time it will be used as a correctional facility, will be under the County's direction.

Myron Dornic, Jackson Walker, LLP

Mr. Dornic appeared representing Grayson County, and said that Ordinance 6597, was described as allowing parking across the street or diagonally across the street, but it wasn't included in the ordinance. He asked that the approval include that, as well.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6597, 6599, 6607, and 6608.

ORD 6600 ZONE CHANGE PECAN GROVE ESTATES PLANNED DEVELOPMENT (1901-2501 BLOCKS E. PECAN GROVE RD & 4801-4901 BLOCKS PARK VISTA BLVD)

Mayor Plyler introduced Ordinance No. 6600 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 252.52 ACRES BEING A TRACT OF LAND SITUATED IN THE THOMAS J. SHANNON SURVEY, ABSTRACT NO. 1136, THE R.O. BARRETT SURVEY, ABSTRACT NO. 186, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639, AND THE SAMUEL M. McGLOTHLEN SURVEY, ABSTRACT NO. 811, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1901-2501 BLOCKS EAST PECAN GROVE ROAD AND THE 4801-4901 BLOCKS PARK VISTA BOULEVARD, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT AS A PD (PLANNED DEVELOPMENT) OF PECAN GROVE ESTATES ZONING CLASSIFICATION, (KEVIN ELDRIDGE, INVESTMENT CATALYST, LLC, OWNER; 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.

Mr. Rae said this is a large tract that the owner would like to rezone to a Planned Development. The developer is proposing a mix of housing types, including Multi-Family, Single-Family for Rent, and a small portion of Commercial.

The current Planned Development limits the number of units to 360 units for 50-foot lots; 200 units for 40-foot lots; and they couldn't have more than 15 acres of townhomes in the Single-Family portion of the development.

The applicant previously hosted a community meeting for the residents of Pecan Grove Village and Vista Norte, prior to the Planning and Zoning Commission Meeting.

The Planning and Zoning Commission recommended approval of the zone change, subject to the Staff Review Letter. Halff and Associates reviewed the plan, and in their concurrence letter, they recommended that all the property located along Park Vista Boulevard would have additional regulations regarding items such as setbacks and lot size. They have a minimum 40-foot front setback.

<u>David Kalhoefer, 11000 Frisco Street, Ste 400, Frisco, Texas</u>
Mr. Kalhoefer appeared representing Peloton Land Solutions, and said they received some good feedback from the community meeting and increased their minimum square footage.

He was available to answer any questions, that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6600.

Mayor Plyler introduced Ordinance No. 6601 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 3.812 ACRES IN THE ALEXANDER RICHARDS SURVEY, ABSTRACT NO. 42, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 5101 BLOCK NORTH TRAVIS STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-N (NEIGHBORHOOD COMMERCIAL) DISTRICT ZONING CLASSIFICATION, (HARIBABU KANCHARLA & GAYATRI GOUNI, OWNERS; AND STRAND, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6601
ZONE CHANGE FOR COMMERCIAL BLDG. (5101 BLOCK N. TRAVIS ST)

Mr. Rae said this was a zone change from R-6 to C-N. The Planning and Zoning Commission recommended approval of the zone change, and it is compatible with the City's Comprehensive Plan.

No citizens appeared before the City Council to discuss Ordinance No. 6601.

Mayor Plyler introduced Ordinance No. 6602 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 A HOTEL OR MOTEL IN THE BLALOCK INDUSTRIAL PARK PD (PLANNED DEVELOPMENT) DISTRICT/BLALOCK COMMERCIAL OVERLAY DISTRICT, LOCATED IN THE 301 BLOCK WEST TRAVIS STREET, CONSISTING OF 3.024 ACRES, BEING A TRACT OF LAND SITUATED IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, LOT 1, BLOCK 1 OF THE PRELIMINARY PLAT, CROSSROADS SPRINGHILL SUITES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (JEFF HARKINSON, OWNER; JIM RILEY, REPRESENTATIVE; AND VOTEX SURVEYING COMPANY, 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 6602
SUP FOR HOTEL OR MOTEL IN BLALOCK DISTRICT (301 BLOCK W. TRAVIS ST)

Mr. Rae said this item is for a Specific Use Permit to allow a hotel in the Blalock Industrial Park and the Blalock Commercial Overlay District, at West Travis Street. This item is contingent on Ordinance 6597 being approved.

The developer is planning on construction of the Springhill Suites, which would include 125 rooms, be 5 stories, and include 80,000 square feet.

The Planning and Zoning Commission recommended approval of the Specific Use Permit.

Tom Kirkland, 613 Willow Springs, Heath, Texas
Mr. Kirkland appeared representing TEKMAK Development Company, the builder of the proposed Marriott Springhill Suites, at Crossroads. He said this would be their fifth Marriott Springhill Suites to build and develop, and would be their tenth Marriott project to develop.

Mr. Kirkland was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6602.

Mayor Plyler asked that the captions of Ordinances Nos. 6603, 6604, and 6606 be read together.

Mayor Plyler introduced Ordinance No. 6603 and called for a public hearing:

ORD 6603 SUP FOR MINI-WAREHOUSE (4800 TEXOMA PKWY)

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 MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, CONSISTING OF 43.9389 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 50, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136 AND BEING A PORTION OF BLOCKS 1, 2 AND 4 AND ALL OF BLOCK 5, OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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.

Mayor Plyler introduced Ordinance No. 6604 and called for a public hearing:

ORD 6604 SUP FOR WAREHOUSING (4800 TEXOMA PKWY)

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 WAREHOUSING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, CONSISTING OF 53.1534 ACRES IN THE

JOHN HENDRIX SURVEY, ABSTRACT NO. 50, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136 AND BEING A PORTION OF BLOCKS 1, 2 AND 4 AND ALL OF BLOCK 5, OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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 6606
ZONE CHANGE
(4800 TEXOMA PKWY)

Mayor Plyler introduced Ordinance No. 6606 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 43.9389 ACRES, TRACT ONE, BEING 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL AND TRACT TWO, CONSISTING OF 1.1255 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 AND THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, LOTS 5 AND 7, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 4800 TEXOMA PARKWAY, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT CLASSIFICATION, (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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 Ordinance 6606 is a rezoning of the property where Midway Mall is located. The eastern portion of the development is currently zoned C-2, and the western portion is zoned M-1. The applicant would like to rezone the entire tract as C-2, to allow for the other proposed uses. Other uses are addressed in Ordinance 6603 and Ordinance 6604.

Currently, the Midway Mall owner would like to redevelop the eastern site, where retail is located, in a third of the building. They would like to locate a mini-warehouse in the center portion, and regular warehousing on the western portion of the current Midway Mall.

The Planning and Zoning Commission recommended approval of the zone change and the Specific Use Permits.

<u>Ryan DeLong, 4800 Texoma Parkway</u>
Mr. DeLong appeared representing the owners, Star Midway, LLC., and was available to answer any questions Council Members might have.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6603, 6604, and 6606.

Mayor Plyler introduced Ordinance No. 6605 and called for a public hearing:

ORD 6605 SUP FOR MINI-WAREHOUSE (3600 BLOCK STEEPLE CHASE 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 MINI-WAREHOUSE IN A C-1 (RETAIL BUSINESS) DISTRICT/FM HIGHWAY 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3600 BLOCK STEEPLE CHASE DRIVE, CONSISTING OF 3.002 ACRES, IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING LOT 5, BLOCK 1 OF BEARCAT CROSSING ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (JEFF HARKINSON, BEARCAT CROSSING, LTD., OWNER; JEREMY GRAY, REPRESENTATIVE; AND A&W SURVEYORS, 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 was for a Specific Use Permit for a Mini-Warehouse in a C-1 District, located west of Sherman High School. The Planning and Zoning Commission recommended approval of the Specific Use Permit.

<u>Jeff Harkinson, Bearcat Crossing, LTD</u>
Mr. Harkinson is the owner of Bearcat Crossing, LTD, and appeared representing the request. They originally acquired the property from the City of Sherman. He said the depth of the property is too deep to allow for most retail or commercial uses.

They felt the best use was to take the back portion of the property and use it for self-storage.

No other citizens appeared before the City Council to discuss Ordinance No. 6605.

Mayor Plyler asked that the captions of Ordinances Nos. 6609 and 6610 be read together.

Mayor Plyler introduced Ordinance No. 6609 and called for a public hearing:

ORD 6609 ZONE CHANGE (301-401 BLOCKS E. SHEPHERD RD & 7001-7201 BLOCK S. HWY 75)

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 17.284 ACRES BEING LOT 1, BLOCK 1, SHERMAN GATEWAY ADDITION, BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 301-401 BLOCKS EAST SHEPHERD ROAD AND THE 7001-7201 BLOCK SOUTH HIGHWAY 75, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND M-1 (LIGHT MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI-

FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (MERRILL KALISER AND DOSTI PARTNERS, OWNERS; AND BOHLER, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6610 ZONE CHANGE (301-401 BLOCKS E. SHEPHERD RD & 7001-7201 BLOCK S. HWY 75)

Mayor Plyler introduced Ordinance No. 6610 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 39.775 ACRES, BEING LOT 6, BLOCK 1, SHERMAN GATEWAY ADDITION, BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 301-401 BLOCKS EAST SHEPHERD ROAD AND 7001-7201 BLOCK SOUTH HIGHWAY 75, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE M-1 (LIGHT MANUFACTURING) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (MERRILL KALISER AND DOSTI PARTNERS, OWNERS; AND BOHLER, 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 these items are part of the Sherman Gateway Project. They originally requested zoning for these two classifications, but changed their site plan. The boundary line between the two developments has changed, so the alignment of the roadway has changed. This is a minor shift of the two zoned properties.

The Planning and Zoning Commission recommended approval of the zone changes.

<u>Stephen Selu, Fuller Engineering</u>
Mr. Selu appeared representing the project, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6609 and 6610.

ORD 6611 ZONE CHANGE (2000 BLOCK N. DUKE DR & N. DUCHESS DR) APPEAL FROM P&Z COMMISSION

Mayor Plyler introduced Ordinance No. 6611 and called for a public hearing: (Under Appeal from P&Z)
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 8.934 ACRES IN THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 827, AND BEING PARTS OF LOT 2, 3 AND 4 IN BLOCK 3 OF THE HILL-SMITH ESTATES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2000 BLOCK NORTH DUKE DRIVE AND NORTH DUCHESS DRIVE, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (BRIDGESTON CONSTRUCTION, OWNERS;

AND FINCHER LAND SURVEYING, PLLC, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this was a proposed rezoning from R-6 to R-2F, which is a duplex zoning district. It was denied by the Planning and Zoning Commission, with a four-to-two vote. The applicant has requested to appeal the decision to the City Council.

If the City Council decides to overturn the Planning and Zoning decision, it will require a two-thirds vote, or six of the seven Council Members.

David Vilbig, 517 W. Woodard, Denison
Mr. Vilbig serves as engineer on the project, and represented the appeal. He explained that this is a "challenging site" with two oil wells, which has had limited development in the past. One of the oil lines will be abandoned and the other will be relocated.

The owner, developer, and builder, are all the same person, and feels that the best use for the property is for duplexes.

No other citizens appeared before the City Council to discuss Ordinance No. 6611.

The Public Hearing was closed.

Ordinance 6597 — **ORD 6597 BLALOCK OVERLAY DISTRICT & CENTRAL BUSINESS DISTRICT CHANGES**

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 14.03.007 (BLALOCK COMMERCIAL OVERLAY DISTRICT), 14.03.009 (CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT); 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 6599 — **ORD 6599 MODIFY BOUNDARIES OF HERITAGE ROW HISTORICAL DISTRICT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 3229 AND THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 1 (GENERAL PROVISIONS), ARTICLE 1.10 (HERITAGE ROW HISTORICAL DISTRICT), DIVISION 1 (GENERALLY), SECTION 1.10.003 (BOUNDARIES); MODIFYING THE BOUNDARIES OF THE HERITAGE ROW HISTORICAL DISTRICT TO INCLUDE ALL PROPERTY WITHIN ONE HUNDRED (100) FEET OF EITHER SIDE OF THE RIGHT-OF-WAY OF SOUTH CROCKETT STREET BEGINNING AT THE CENTER OF THE INTERSECTION OF WEST CHERRY STREET AND SOUTH CROCKETT STREET AND ENDING AT THE CENTER OF THE INTERSECTION OF WEST HESTER STREET AND SOUTH CROCKETT STREET, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $500, SAVINGS/REPEALING CLAUSE,

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

Ordinance 6607

ORD 6607
ZONE CHANGE
(200 S. CROCKETT 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 1.767 ACRES, BEING BLOCK 9 OF ORIGINAL TOWN PLAT IN THE GRAYSON COUNTY JUSTICE CENTER, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 200 SOUTH CROCKETT STREET, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT, (GRAYSON COUNTY, TEXAS, OWNER; MYRON DORNIC, JACKSON WALKER, LLP, 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.

Ordinance 6608

ORD 6608
SUP FOR CORRECTION FACILITY
(200 S. CROCKETT 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 A CORRECTIONAL OR DETENTION FACILITY OR JAIL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY, LOCATED AT 200 SOUTH CROCKETT STREET (GRAYSON COUNTY, TEXAS, OWNER; MYRON DORNIC, JACKSON WALKER, LLP, 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.

Mr. Dornic clarified the ordinance wording about the Jail being the primary facility.

Ryan Pittman, City Attorney, asked Mr. Dornic to clarify a change that he suggested, and asked if the County was supportive of the language and would sign the deed restriction, if the Council approved the change that was "handed to" him, including the conditions.

Mr. Dornic said he thought it should be "or", instead of both things happening, it would be either one. He clarified that the answer was "yes."

Deputy Mayor Stevenson asked how the change in language needed to be said in the motion. Mr. Pittman referenced a document handed to him from Mr. Dornic, in Section 9, Page 2 of 4, of the alternate version of Ordinance 6608, distributed by Mr. Rae at the meeting, there are two changes that Grayson County is requesting, and he is okay with, based on Mr. Dornic's representations.

In the last line of that paragraph, Section 2, Item 9, it should read, "the owner and operator of the facility, or the facility is not the primary jail." He said he thought that was the intent, it was just a clarification in the language. If in agreement, he said the motion would need to note that change.

Mr. Pittman also verified that the "5th anniversary" language was removed from that version of the ordinance.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to adopt Ordinance Nos. 6597, 6599, and 6607, as presented.

Mr. Pittman called for a point of privilege. He said Mr. Dornic raised a question about Item E-1, concerning the parking issue, in Ordinance 6597. He said that language is in that proposed ordinance, and does address the parking for the correctional facility.

RESTATEMENT OF MOTION.

Motion by Deputy Mayor Stevenson to adopt Ordinance Nos. 6597, 6599, and 6607, as presented. Second by Council Member Teamann.

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

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to adopt Ordinance No. 6608, with the changes in Section 2, Item 9, to read "Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other that Grayson County is the owner and operator of the Facility *or* the Facility is *not* the Primary Jail." Second by Council Member Teamann.

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

Ordinance 6600

ORD 6600 ZONE CHANGE PECAN GROVE ESTATES PLANNED DEVELOPMENT (1901-2501 BLOCKS E. PECAN GROVE RD & 4801-4901 BLOCKS PARK VISTA BLVD)

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 252.52 ACRES BEING A TRACT OF LAND SITUATED IN THE THOMAS J. SHANNON SURVEY, ABSTRACT NO. 1136, THE R.O. BARRETT SURVEY, ABSTRACT NO. 186, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639, AND THE SAMUEL M. McGLOTHLEN SURVEY, ABSTRACT NO. 811, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1901-2501 BLOCKS EAST PECAN GROVE ROAD AND THE 4801-4901 BLOCKS PARK VISTA BOULEVARD, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT AND C-2 (GENERAL

COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT AS A PD (PLANNED DEVELOPMENT) OF PECAN GROVE ESTATES ZONING CLASSIFICATION (KEVIN ELDRIDGE, INVESTMENT CATALYST, LLC, OWNER; 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.

Ordinance 6601

ORD 6601 ZONE CHANGE FOR COMMERCIAL BLDG. (5101 BLOCK 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, TO REZONE A TRACT OF LAND CONSISTING OF 3.812 ACRES IN THE ALEXANDER RICHARDS SURVEY, ABSTRACT NO. 42, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 5101 BLOCK NORTH TRAVIS STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-N (NEIGHBORHOOD COMMERCIAL) DISTRICT ZONING CLASSIFICATION, (HARIBABU KANCHARLA & GAYATRI GOUNI, OWNERS; AND STRAND, 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 site plans were not included on several of the ordinances. He asked if Council was going to have those in their packet in the future.

Mr. Rae said if the site plan is with the Specific Use Permit, they do want them to be tied together, and it will be included. But if it is a permitted use, the site plan would go to the Planning and Zoning Commission, but not to the City Council.

Deputy Mayor Stevenson asked for clarification on the Neighborhood Commercial Zoning District. Mr. Rae said it was a new zoning district that was created as part of the Zoning Ordinance update. It's a little more restrictive on the uses that are allowed, and more focused on smaller scale retail and neighborhood commercial. The setback requirements are a little less, because the commercial uses aren't intense.

Council Member Holland asked for a definition of "blind zoning." Mr. Rae said the applicant has to have a plan for what they're wanting to propose.

Ordinance 6602

ORD 6602 SUP FOR HOTEL OR MOTEL IN BLALOCK DISTRICT (301 BLOCK W. TRAVIS ST)

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 A HOTEL OR MOTEL IN THE BLALOCK INDUSTRIAL PARK PD (PLANNED DEVELOPMENT) DISTRICT/BLALOCK COMMERCIAL OVERLAY DISTRICT, LOCATED IN THE 301 BLOCK WEST TRAVIS STREET, CONSISTING OF 3.024 ACRES, BEING A TRACT OF LAND SITUATED IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO.

667, LOT 1, BLOCK 1 OF THE PRELIMINARY PLAT, CROSSROADS SPRINGHILL SUITES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (JEFF HARKINSON, OWNER; JIM RILEY, REPRESENTATIVE; AND VOTEX SURVEYING COMPANY, 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 Howeth asked how soon they planned to break ground on the hotel, and how long to build it. Mr. Kirkland said it takes six or seven months in design, and generally 12 to 18 months.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to adopt Ordinance Nos. 6600, 6601, and 6602, as presented. Second by Council Member Howeth.

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

Ordinance 6603

ORD 6603
SUP FOR MINI-WAREHOUSE (4800 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 A MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, CONSISTING OF 43.9389 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 50, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136 AND BEING A PORTION OF BLOCKS 1, 2 AND 4 AND ALL OF BLOCK 5, OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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 6604

ORD 6604
SUP FOR WAREHOUSING (4800 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 WAREHOUSING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, CONSISTING OF 53.1534 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 50, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136 AND BEING A PORTION OF BLOCKS 1, 2 AND 4 AND ALL OF BLOCK 5, OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING,

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 6606

ORD 6606
ZONE CHANGE
(4800 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, TO REZONE A TRACT OF LAND, CONSISTING OF 43.9389 ACRES, TRACT ONE, BEING 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL AND TRACT TWO, CONSISTING OF 1.1255 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 AND THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, LOTS 5 AND 7, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 4800 TEXOMA PARKWAY, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT CLASSIFICATION, (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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 the project in these ordinances was confusing and he didn't see a good layout of what would be involved. He said it was hard to understand without a development plan.

Council Member Howeth also wanted to see more detail on how the project would be done. She recommended tabling the ordinances until they could get additional information.

All Council Members felt they needed additional background before a decision was made.

Mr. Pittman clarified that another public hearing would not be required, unless they wanted to allow other citizens to speak on the issue. They would not need to go through another notice process.

ACTION TAKEN.

Motion by Council Member Howeth to table Ordinance Nos. 6603, 6604, and 6606, until additional information is provided, at the next Council Meeting. Second by Council Member Teamann.

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

ORD 6605
SUP FOR MINI-WAREHOUSE (3600 BLOCK STEEPLE CHASE DR)

Ordinance 6605

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 MINI-WAREHOUSE IN A C-1 (RETAIL BUSINESS) DISTRICT/FM HIGHWAY 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3600 BLOCK STEEPLE CHASE DRIVE, CONSISTING OF 3.002 ACRES, IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING LOT 5, BLOCK 1 OF BEARCAT CROSSING ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (JEFF HARKINSON, BEARCAT CROSSING, LTD., OWNER; JEREMY GRAY, REPRESENTATIVE; AND A&W SURVEYORS, 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 Deputy Mayor Stevenson to adopt Ordinance No. 6605, as presented. Second by Council Member Holland.

Council Member Howeth said she wanted the development of that area to be successful, however she wasn't sure a mini-warehouse would "fit" with that area. Sherman High School is located there and a stadium will be built there.

Deputy Mayor Stevenson asked what would happen to the frontage road between the mini-warehouse and FM 1417.

Mr. Harkinson said they would like to see that area develop as a mini-Crossroads. They would like some quick-serve restaurants and some sit-down restaurants; however, the traffic counts aren't there yet. A day care center will be located on the eastern portion of the lot, fronting on West Travis Street.

Mr. Harkinson said the site is too deep for most pad-type uses. Uses would be providing services to the growing residential area around the site. The mini-warehouse is a small component, only three acres, and would be a good use. It should be complimentary too, and not overwhelm the entire project. There will also be water detention near the day care, and more traditional retail. He said there is no viable, alternative use for that back portion.

Council Member Dobbs agreed that the use doesn't seem compatible to the area, but he did understand the problem with the depth of the property.

Council Member Teamann verified that the entrance to the restaurant parking was off of Steeple Chase. They have worked with the Fire Department on ingress and egress to the restaurant.

There will also be a masonry wall on the perimeter facing all streets, including the portion facing the High School. Mayor Plyler verified that when the new stadium is built, people will see masonry

walls from the stadium. Mayor Plyler asked about including the requirement that all walls be masonry. Mr. Harkinson asked that it state "all perimeter walls." Mr. Rae said he understood the back of the building would be the back wall.

Mr. Harkinson said the School District's fence is not on the property line. So, there is a "gap" that appears to be part of Mr. Harkinson's property, but is not.

Mr. Rae said there is already a requirement that all the buildings be masonry, because it is in the FM 1417 Overlay District.

MOTION AMENDED.

Motion by Deputy Mayor Stevenson to amend his motion to require any exterior, perimeter walls to be masonry, as presented.

Council Member Howeth said this masonry wall will be close to Sherman High School, and she asked if there could be a requirement that the masonry wall that faces Sherman High School say "Bearcats" or "Bearcat Supporters" and be maroon. Mayor Plyler asked Mr. Harkinson if he would be willing to make the colors on the masonry wall complimentary to Sherman High School. Mr. Harkinson agreed, saying the project is named "Bearcat Crossing."

MOTION AMENDED.

Motion by Deputy Mayor Stevenson to adopt Ordinance No. 6605, with the requirement that exterior perimeter walls be masonry, and complimentary colors to Sherman High School. Second by Council Member Dobbs.

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

Ordinance 6609

ORD 6609 ZONE CHANGE (301-401 BLOCKS E. SHEPHERD RD & 7001-7201 BLOCK S. HWY 75)

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 17.284 ACRES BEING LOT 1, BLOCK 1, SHERMAN GATEWAY ADDITION, BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 301-401 BLOCKS EAST SHEPHERD ROAD AND THE 7001-7201 BLOCK SOUTH HIGHWAY 75, HERETOFORE ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT AND M-1 (LIGHT MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (MERRILL KALISER AND DOSTI PARTNERS, OWNERS; AND BOHLER, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6610

ORD 6610 ZONE CHANGE (301-401 BLOCKS E. SHEPHERD RD & 7001-7201 BLOCK S. HWY 75)

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 39.775 ACRES, BEING LOT 6, BLOCK 1, SHERMAN GATEWAY ADDITION, BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 301-401 BLOCKS EAST SHEPHERD ROAD AND 7001-7201 BLOCK SOUTH HIGHWAY 75, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT AND MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE M-1 (LIGHT MANUFACTURING) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, (MERRILL KALISER AND DOSTI PARTNERS, OWNERS; AND BOHLER, 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 adopt Ordinance Nos. 6609 and 6610, as presented. Second by Council Member Howeth.

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

Ordinance 6611 (UNDER APPEAL FROM P&Z)

ORD 6611 ZONE CHANGE (2000 BLOCK N. DUKE DR & N. DUCHESS DR) APPEAL FROM P&Z COMMISSION

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 8.934 ACRES IN THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 827, AND BEING PARTS OF LOT 2, 3 AND 4 IN BLOCK 3 OF THE HILL-SMITH ESTATES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2000 BLOCK NORTH DUKE DRIVE AND NORTH DUCHESS DRIVE, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (BRIDGESTON CONSTRUCTION, OWNERS; AND FINCHER LAND SURVEYING, PLLC, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Deputy Mayor Stevenson asked why this request was denied by the Planning and Zoning Commission, and what their specific issues were. Mr. Rae said there was no reason given for the denial. There was an original motion made to approve the request, and four people dissented, so the motion failed. A second motion was to deny, and the denial was upheld. There was no feedback on the reason during open session.

Council Member Teamann said other properties in the area have a very similar use, and this property will likely not be developed for any other use.

Council Member Dobbs felt new development would increase the aesthetics of the surrounding property, and it is compatible with the City's Comprehensive Master Plan.

Mr. Rae said there was no neighborhood opposition to the request.

ACTION TAKEN.
Motion by Council Member Teamann to adopt Ordinance No. 6611, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7091 CERTIFICATES OF OBLIGATION

RESOLUTION NO. 7091 - APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
A RESOLUTION OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

Mary Lawrence, Director of Finance, said this was the first step in issuing what was started about a year ago during the budget process, for the 2023 Certificates of Obligation. The sale will be on August 21, 2023, and the City will receive the proceeds on September 21, 2023. The projects included are from the budget workshop.

Mr. Hefton said the Council talked about the list of specific projects at the budget workshop, but the actual resolution is broader, and gives the City the ability to fund any of these lists or types of projects with this money. It is the approval to issue bonds that total $77.75 million, and as long as all the money is used only on project types that are specified, it is alright.

He explained that the City has the ability to move money around now, if this bond gets approved, to anything on the list. The list is broader, and contains categories like street improvements, that can be used for any number of streets.

Council Member Teamann said citizens spoke earlier on this agenda item, as it relates to City Hall, and he said they are uncertain as to where that project stands. The Council is waiting for a report from the consultants about the needs for the project. The $7.5 million that was allocated for the City Hall project, gives no authority to move forward with planning, expenses, or land acquisition for that project. They are waiting on additional information before deciding if, and when, that project might move forward.

Mr. Hefton said there are questions that the Council had about the project, and a study from the consultants about the needs for the proposed project, which will be presented to the Council at a later date. After that, there would be a number of actions the Council would have to take before any money could be spent. There's also

another action to approve the bond sale itself, and he listed other actions that would be involved in approval of the project.

Mr. Hefton said approval for this resolution would allow action to issue the bonds, some of which could be used for anything discussed in the budget workshop, including the land purchase, but it doesn't authorize the City staff to actually do any of those things.

He said they do have a meeting scheduled with Gensler, to get some of the information that was requested by the Council. Cost should probably be less than $100,000, and might include "a little design" to help narrow down costs for the Council. It would include the scope of the project.

For clarification, Deputy Mayor Stevenson said the City is not bonding $60 million to build a new City Hall. It is being included in a list of projects that they may undertake, but they are "a long, long way" from that point.

Council Member Teamann added that, if the Council decides to move forward with street repairs, instead of building a new City Hall, the money would be available for those uses.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7091, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7092 HICKORY HILL FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

RESOLUTION NO. 7092 - AUTHORIZING EXECUTION OF THE FIRST AMENDMENT OF THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN HICKORY HILL, LLC, FOR THE CONSTRUCTION OF PUBLIC FACILITIES OF THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL, BEING AN APPROXIMATE 150.434-ACRE RESIDENTIAL DEVELOPMENT WEST OF CARRIAGE ESTATES ROAD IN THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE FIRST AMENDMENT OF THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN HICKORY HILL, LLC, FOR THE CONSTRUCTION OF PUBLIC FACILITIES OF THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL, BEING AN APPROXIMATE 150.434-ACRE RESIDENTIAL DEVELOPMENT WEST OF CARRIAGE ESTATES ROAD IN THE CITY OF SHERMAN, TEXAS.

Mr. Hefton said this amends the Master Development Agreement with Sherman Hickory Hill, as the City plans to move forward on the utility infrastructure. The original agreement allowed either the City or the developer to construct this infrastructure, but it has now been clarified that the City will install the water and sewer. It also provides that the developer will participate in the escrow of funds

within 20 days of the City starting. It provides for reimbursement and the method of reimbursement of the escrow account, and cleans up the language in the agreement to allow the City to start on the infrastructure part of the project.

He also clarified that there are other parts of the agreement that they are still working through, such as the roads, which may also require future modification.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7092, as presented. Second by Deputy Mayor Stevenson.

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

RES 7093
36" WEST SHERMAN WATER MAIN

RESOLUTION NO. 7093 - APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO APPROVE AMENDMENT NO. 2 WITH GARNEY COMPANIES, INC. FOR THE 36-INCH WEST SHERMAN WATER MAIN PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO APPROVE AMENDMENT NO. 2 WITH GARNEY COMPANIES, INC. FOR THE 36-INCH WEST SHERMAN WATER MAIN CONSTRUCTION MANAGER AT RISK (CMAR).

Tom Pruitt, Utility Engineer, explained that originally, before the major industrial growth, the City discharged concentrate waste from the Water Treatment Plant, into the City mains and through the Wastewater Treatment Plant. With the increased flows that are being predicted for the Wastewater Treatment Plant, that plan will no longer be possible.

In 2021, the City hired engineers to work on a Concentrate Discharge Permit and determine the best alternative. The Discharge Permit was submitted to TCEQ, and they approved it in November 2022. The permit had restrictive limits that would be hard to meet, and TCEQ agreed that if the City provided an Aquatic Use Study, and if it was not detrimental to the wildlife, the City could proceed with lower reduced discharge limits.

Then the City experienced major industrial expansion and growth, and in order to get the Water Treatment Plan Concentrate Lift Station Discharge System under construction as quickly as possible, and limit conflicts between both projects, Garney Companies have been requested to provide pre-construction phase services.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7093, as presented. Second by Council Member Dobbs.

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

RES 7094 GROUNDWATER ANALYSIS & DEVELOPMENT PHASE 1-HYDROLOGIC CONDITIONS ASSESSMENT & MODEL

RESOLUTION NO. 7094 - AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC, DBA PARKHILL FOR GROUNDWATER ANALYSIS AND DEVELOPMENT - PHASE I: HYDROLOGIC CONDITIONS ASSESSMENT AND MODEL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER INC., DBA PARKHILL FOR GROUNDWATER ANALYSIS AND DEVELOPMENT PHASE 1: HYDROLOGIC CONDITIONS ASSESSMENT AND MODEL.

Mr. Pruitt explained the City would like to hire Parkhill for engineering services to research and determine groundwater capacities and availability in the area, to determine where the City could drill for additional groundwater, and how much water could be obtained through these additional wells.

The City currently has 23 wells for groundwater, and those wells could also help determine other locations for drilling. If approved, Mr. Pruitt said they would expect results in 4.5 months.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7094, as presented. Second by Council Member Teamann.

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

RES 7095 RESIDENTIAL TAX ABATEMENT (1425 E. ODNEAL ST)

RESOLUTION NO. 7095 - AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1425 EAST ODNEAL STREET WITHIN CITY OF SHERMAN'S REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1425 EAST ODNEAL STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

RES 7096 RESIDENTIAL TAX ABATEMENT (1429 E. ODNEAL ST)

RESOLUTION NO. 7096 - AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1429 EAST ODNEAL STREET WITHIN CITY OF SHERMAN'S REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1429

EAST ODNEAL STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

OTHER BUSINESS

REPLAT FOR SHERMAN TOWN CENTER 3, CONSISTING OF 20.196 ACRES IN THE JAMES H. CLARK SURVEY, ABSTRACT 273 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1137, BEING ALL OF LOT 1A, BLOCK 1 OF SHERMAN TOWN CENTER SECTION TWO, AND CURRENTLY ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; A-S 71 SHERMAN-PHASE III, LP AND PANINA, INC., OWNERS; KIMLEY-HORN AND ASSOCIATES, INC., SURVEYOR (601-701 BLOCK GRAHAM DRIVE)

APPROVE REPLAT SHERMAN TOWN CENTER 3 (601-701 BLOCK GRAHAM DR)

The City Council approved the Replat for Sherman Town Center 3, a 20.196 acre tract, located in the 601 to 701 block of Graham Drive. The property is currently zoned MF-30 (Multi-Family Residential) District.

The property owner would like to plat the property into one lot for a multi-family development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

PARKS AND RECREATION ADVISORY BOARD (1)

PARKS & RECREATION ADVISORY BOARD

ACTION TAKEN.

> **Motion by Council Member Teamann to reappoint Ronald Rose, to the Parks and Recreation Advisory Board, for a term from May 4, 2023 to May 4, 2025. Second by Deputy Mayor Stevenson.**

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

COUNCIL COMMENTS

HOT SUMMER NIGHTS

HOT SUMMER NIGHTS

Council Member Marroquin said it was a "great job" on Hot Summer Nights last week.

ANNOUNCEMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- **More than 10,000 people have attended Hot Summer Nights so far, and this week the rock band Hinder will perform on Thursday, June 29, 2023, at 7:00 p.m., at Kidd-Key Park.**

- **Lights on the Lake will be held July 3, 2023, with gates open to the public at 4:00 p.m., at Pecan Grove West. Cheap Trick will provide a great concert, followed by fireworks over the water.**

- **Grayson County CASA will hold their 30th Anniversary Celebration on July 8, 2023, at 9:00 a.m., in Kidd-Key Park.**

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

(A) Receive legal advice regarding South Gate Apartments located at 915 S. Travis Street, Sherman, Texas

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

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

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

(A) Civil Service Commission (1)
(B) Sherman Housing Authority (2)

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) Hospital Project

(B) Downtown Retail Incentive Program

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 6:22 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:34 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.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

CIVIL SERVICE COMMISSION (1) — **CIVIL SERVICE COMMISSION**

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to confirm the City Manager's reappointment of Keith Carlisle, to the Civil Service Commission, for a term from June 7, 2023 to June 7, 2026. Second by Council Member Teamann.

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

SHERMAN HOUSING AUTHORITY (2) — **SHERMAN HOUSING AUTHORITY**

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to reappoint Kent Sharp to Sherman Housing Authority, for a term from June 1, 2023 to June 1, 2025, and to appoint Kyle Royal for a term from June 27, 2023 to June 1, 2025. Second by Council Member Howeth.

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

RELATED TO EXECUTIVE SESSION ITEM §551.087 - HOSPITAL PROJECT — **HOSPITAL PROJECT**

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to authorize the City Manager to sign the Hospital Project Non-Binding Term Sheet, as discussed in Executive Session. Second by Council Member Howeth.

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

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 7:36 p.m.

MAYOR

CITY CLERK

STATE OF TEXAS §

July 5, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called 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 July 5, 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 Deputy Mayor Josh Stevenson.

PROCLAMATIONS

"PARKS AND RECREATION MONTH" - JULY 2023 — **PARKS & REC MONTH**

Mayor Plyler presented a proclamation to Theresa Hutchinson, Parks and Recreation Manager, proclaiming July 2023, as "Parks and Recreation Month."

Ms. Hutchinson highlighted activities that are being held during July to celebrate "Parks and Recreation Month." She thanked the City Council for the proclamation and said they plan on adding additional activities.

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

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

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

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

RESOLUTION NO. 7097 - 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 +/- 3.392 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.762 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY SHERMAN VENTURES, LLC RECORDED UNDER DOCUMENT NO. 2019-29426 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL — **RES 7097 36" WEST SHERMAN WATER MAIN EMINENT DOMAIN**

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 +/- 3.392 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.762 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY SHERMAN VENTURES, LLC RECORDED UNDER DOCUMENT NO. 2019-29426 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.

Clint Philpott, Assistant City Manager, explained that these two parcels are off of OB Groner Road and Bradley Road, and the initial offer was over $50,000, which is the threshold to bring back to the Council for consideration. The City has made initial and final offers on these parcels, but some of their requirements are pretty aggressive, and abnormal from usual requests for easements.

The staff is still working through the process with them, but they don't want the acquisition of the property to hold the project up. They are proceeding with Eminent Domain, with hopes it doesn't have to go that far, and that the negotiations don't fall apart.

Council Member Howeth said there is an easement and a construction easement, and she asked if, once construction is over, could the property owner use the construction easement.

Ryan Pittman, City Attorney, said the temporary construction easement will expire after a certain timeline after completion of the construction. At that point, the owner could use that property without being subject to that easement. The permanent water line easement will stay in place.

Council Member Teamann said he had questions and comments that would be better taken to Executive Session. He asked if Council could discuss Resolution Nos. 7097, 7098, and 7099 in Executive Session.

Mr. Pittman said those could be discussed in Executive Session, but each Resolution would still need to have a public hearing. Deputy Mayor Stevenson said he also had some questions that would be better suited for Executive Session.

Mayor Plyler called for a public hearing on Resolution 7097. No citizens appeared before the City Council to discuss Resolution 7097.

RES 7098
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

RESOLUTION NO. 7098 - 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 +/- 1.454 ACRES (PERMANENT WATER EASEMENT) AND +/- 1.699 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY 6401 SKILLMAN I, LTD, AS DESCRIBED IN THE SPECIAL CASH WARRANTY DEED, IN VOLUME 4008, PAGE 808 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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 +/- 1.454 ACRES (PERMANENT WATER EASEMENT) AND A +/- 1.699 ACRES FOR A TEMPORARY

CONSTRUCTION EASEMENT OWNED BY 6401 SKILLMAN I, LTD, AS DESCRIBED IN THE SPECIAL CASH WARRANTY DEED, IN VOLUME 4008, PAGE 808 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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.

Mr. Philpott said these two tracts are close to the same area, but off of Old Dorchester Road, just west of Farmington Road.

Mayor Plyler called for a public hearing on Resolution 7098. No citizens appeared before the City Council to discuss Resolution 7098.

RES 7099
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

RESOLUTION NO. 7099 - 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 +/- 2.594 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.524 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY RONALD A. SCHACHAR AND KATHY SCHACHAR, TRUSTEES OF THE SCHACHAR FAMILY TRUST, RECORDED UNDER DOCUMENT NO. 201900024353 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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 +/- 2.594 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.524 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY RONALD A. SCHACHAR AND KATHY SCHACHAR, TRUSTEES OF THE SCHACHAR FAMILY TRUST, RECORDED UNDER DOCUMENT NO. 201900024353 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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.

Mr. Philpott said these two tracts are on the east side of Farmington Road, along Dorchester Road, and follow the exterior of the property.

Mayor Plyler called for a public hearing on Resolution 7099. No citizens appeared before the City Council to discuss Resolution 7099.

The Public Hearing was closed.

RES 7100 SPORTS FIELD & LIGHTING AT PECAN GROVE WEST ATHLETIC COMPLEX

<u>RESOLUTION NO. 7100 - AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH NEMA 3 ELECTRIC, INC. FOR THE PURCHASE AND INSTALLATION OF SPORTS FIELD - HIKE & BIKE LIGHTING AT PECAN GROVE WEST ATHLETIC COMPLEX</u>

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH NEMA 3 ELECTRIC, INC. FOR THE PURCHASE AND INSTALLATION OF SPORTS FIELD - HIKE & BIKE LIGHTING AT PECAN GROVE WEST ATHLETIC COMPLEX.

Ms. Hutchinson said Nema 3 was the original installer of the other lights at Pecan Grove West. These lights will be for the four baseball/softball fields and the one-mile walking trail. There was one responsive bid for a total of $1.14 million for all the lighting.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 7100, as presented. Second by Deputy Mayor Stevenson.

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

RES 7101 EDR REPLACEMENT AT WATER TREATMENT PLANT

RESOLUTION NO. 7101 - AUTHORIZING EXECUTION OF A CONTRACT WITH VEOLIA WTS SOLUTIONS USA, INC. A TEXAS CORPORATION FOR EDR STACK REPLACEMENTS MATERIALS AND SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH VEOLIA WTS SOLUTIONS USA, INC, A TEXAS CORPORATION FOR EDR STACK REPLACEMENTS MATERIALS AND SERVICES.

Mr. Philpott said this request was to purchase materials specific to the EDR that the City currently has. The EDR was installed in the early 1990's, and the parts are hard to find. They have used parts from some units to repair other units. The conventional plant is down, being able to produce 5 to 6 mgd versus the original 10 mgd.

One option was to construct a new RO Treatment Facility, however the costs were higher than the City wanted to pay. Staff looked at the EDR technology to determine if there were more modern ways to handle this, and use the same facility and infrastructure.

This contract is with the original company that built the EDRs in the 1990's, even though the name has changed. This proposal is a procurement of their services and the materials to replace the stacks to regain the ability to treat the full amount of water.

Mr. Philpott said internal staff will be used to complete most of the rehabilitation, and will serve as the general contractor, so there will be several more procurement packages for materials. There is also lead time on this procurement. The next procurement package will be for the SCADA technology.

Deputy Mayor Stevenson asked how much more efficient the new EDRs would be. Mr. Philpott said probably not more efficient, but maybe smaller stacks. He said it would probably be about the same.

Council Member Howeth asked how long these would work. Mr. Philpott said they would probably last 15 to 20 years.

Council Member Teamann confirmed that the funding for the project was from the bond issue that was already approved.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7101, as presented. Second by Council Member Howeth.

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

RES 7012 ANNUAL AUDIT

RESOLUTION NO. 7102 - APPOINTING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH FORVIS TO PERFORM THE FISCAL YEAR 2023 AUDIT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AND AUTHORIZING THE CITY

MANAGER TO NEGOTIATE AN AGREEMENT WITH FORVIS TO PERFORM THE FISCAL YEAR 2023 AUDIT.
CONSENT AGENDA.

RESOLUTION NO. 7013 - AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE MODIFICATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF FM 1417 AND QUAIL RUN ROAD

RES 7103 FM 1417 & QUAIL RUN ROAD TRAFFIC SIGNAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE MODIFICATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF FM 1417 AND QUAIL RUN ROAD, IN THE CITY OF SHERMAN.
CONSENT AGENDA.

OTHER BUSINESS

CONSIDER SCHEDULING A JOINT MEETING OF THE CITY COUNCIL AND THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS FOR 12:00 P.M. ON TUESDAY, SEPTEMBER 12, 2023, TO REVIEW AND APPROVE SEDCO'S ANNUAL BUDGET AND WORK PLAN

SET JOINT MEETING WITH SEDCO

Mr. Hefton said this was the annual work plan meeting for the Sherman Economic Development Corporation.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to schedule a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for September 12, 2023, at 12:00 p.m., as presented. Second by Council Member Dobbs.

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

COUNCIL COMMENTS

LIGHTS ON THE LAKE

LIGHTS ON THE LAKE

Council Member Howeth thanked the staff for their hard work for Lights on the Lake, even though the event was cut extremely short because of weather. She also thanked the Police Officers and Firefighters who helped get everyone out of the park area safely, during the very heavy rain.

LIGHTS ON THE LAKE

LIGHTS ON THE LAKE

Council Member Teamann agreed about the hard work for Lights on the Lake. He said the fireworks were still good, since they crammed a 20-minute show into about five minutes.

ANNOUNCEMENTS **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **Thanked the City staff for their hard work for Lights on the Lake, even though it was canceled due to weather. A concert by Cheap Trick and the fireworks show were both canceled.**

- **There's no Hot Summer Nights this week, but next week Randall King will perform and Texas legend Pat Green the week after. The Gin Blossoms will also perform in October for the "Not" Summer Nights concert this fall.**

- **Coffee With the Mayor will be held on July 7, 2023, at 8:00 a.m., at First United Bank. There will be some great drone footage this week, as well as the usual networking and community engagement.**

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

Mayor Plyler said the Council would also discuss the items covered by Public Hearing, earlier in the meeting.

As clarification, Mr. Pittman said the Mayor was referring to Items E-1, E-2, and E-3, and those would be covered under Section 551.071, of the Texas Government Code, involving a conversation, related to legal issues for which the City Attorney is being asked to render advice.

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) Hospital Project

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 5:22 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:06 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.

RESOLUTION NO. 7097 - 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 +/- 3.392 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.762 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY SHERMAN VENTURES, LLC RECORDED UNDER DOCUMENT NO. 2019-29426 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL

RES 7097
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

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 +/- 3.392 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.762 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY SHERMAN VENTURES, LLC RECORDED UNDER DOCUMENT NO. 2019-29426 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.

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 +/- 3.392 acres and a +/- 3.762 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, for Resolution No. 7097. Second by Council Member Howeth.

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

RES 7098
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

RESOLUTION NO. 7098 - 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 +/- 1.454 ACRES (PERMANENT WATER EASEMENT) AND +/- 1.699 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY 6401 SKILLMAN I, LTD, AS DESCRIBED IN THE SPECIAL CASH WARRANTY DEED, IN VOLUME 4008, PAGE 808 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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 +/- 1.454 ACRES (PERMANENT WATER EASEMENT) AND A +/- 1.699 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY 6401 SKILLMAN I, LTD, AS DESCRIBED IN THE SPECIAL CASH WARRANTY DEED, IN VOLUME 4008, PAGE 808 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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.

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 +/- 1.454 acres

and a +/- 1.699 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, for Resolution No. 7098. Second by Council Member Howeth.

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

RES 7099
36" WEST SHERMAN WATER MAIN
EMINENT DOMAIN

RESOLUTION NO. 7099 - 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 +/- 2.594 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.524 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY RONALD A. SCHACHAR AND KATHY SCHACHAR, TRUSTEES OF THE SCHACHAR FAMILY TRUST, RECORDED UNDER DOCUMENT NO. 201900024353 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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 +/- 2.594 ACRES (PERMANENT WATER EASEMENT) AND A +/- 3.524 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY RONALD A. SCHACHAR AND KATHY SCHACHAR, TRUSTEES OF THE SCHACHAR FAMILY TRUST, RECORDED UNDER DOCUMENT NO. 201900024353 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, 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.

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 +/- 2.594 acres and a +/- 3.524 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, for Resolution No. 7099. Second by Council Member Howeth.

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

ADJOURNMENT **ADJOURNMENT**

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

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

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:

E. 4. **** RESOLUTION NO. 7107***

Finding that Oncor Electric Delivery Company LLC's Application to Amend Its Distribution Cost Recovery Factor and Update Generation Riders to Increase Distribution Rates within the City Should Be Denied; Authorizing Participation with the Steering Committee of Cities Served by Oncor; Authorizing Hiring of Legal Counsel; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company

E. 5. **** RESOLUTION NO. 7108***

Authorizing the Execution of a Contract with Shade Structures, Inc. dba USA Shade for Purchase and Installation of Shade Structures at Pecan Grove West Athletic Complex through the Buyboard Purchasing Cooperative

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

Annual Requirements for Janitorial Services in Certain City-Owned Facilities

F. 2. **** REQUEST TO ADVERTISE***

Annual Contract for Gasoline and Diesel Supply

F. 3. **** REQUEST TO ADVERTISE***

Annual Two-Way Radio and Early Warning Siren Maintenance

H. 3. *** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended June 30, 2023

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

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

Replat of Little Store Addition, consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition and is currently zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Luke Scheibmeir, Owner; Chris Noah, Representative; and Preston Trail Land Surveying, Surveyor (708 and 722 South Rusk Street)

H. 5. ** OTHER BUSINESS**

Final Plat of Lot 1, Block 1 Texoma Hyundai Addition, consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, and is currently zoned C-2 (General Commercial) District; RFJ Auto Properties, LLC, Owner, Barton Chapa Surveying, LLC, Land Surveyor (2500 Texoma Parkway)

H. 6. ** OTHER BUSINESS**

Replat of Northwest Addition, Block 1, Lot 5R, consisting of 1.400 acres in the Alfred Hume Survey, Abstract No. 522, and being a part of Lot 5, Block 1 of Northwest Addition and is currently zoned R-6 (Single Family Residential) District; Zachary Sanford, Owner; and Underwood Drafting & Surveying, Inc., Surveyor (2524 Mountain Climb Road)

H. 7. ** OTHER BUSINESS**

Replat of Perez East Addition being a Replat of Lots 13 & 14, Block 2, of the Hall & Jones Addition, consisting of 0.273 acres, being Lot 13 and Lot 14, Block 2 of the Hall & Jones Addition, and is currently zoned R-6 (Single Family Residential) District; Gabriel Garcia Perez, Owners; Underwood Drafting & Surveying, Inc., Surveyor (802 North East Street)

H. 8. ** OTHER BUSINESS**

Replat of Replat of Grayson County Justice Center, Lot 1R, consisting of 4.050 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, and is currently zoned C-1 (Retail Business) District; Grayson County, Owner and Underwood Drafting & Surveying, Inc., Surveyor (200 South Crockett Street)

H. 9. ** OTHER BUSINESS**

Replat of Lot 4, Sherman Industrial Development Addition (Replat), 9.023 acres in the William Martin Survey, Abstract No. 765 and being all of Lot 4, of the Replat of Sherman Industrial Development Addition, and currently zoned Blalock Industrial Park PD (Planned Development); Sapphire Stockhome, LLC, Owners and Preston Trail Land Surveying, LLC, Surveyor (304 Progress Drive)

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6613

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Automobile Sales, New or Used and Automobile Repair, Body Work, or Painting in the C-2 (General Commercial) District/75 & 82 Overlay District, Located at 2303 Texoma Parkway, Consisting of 0.770 acres, being in the Smith McGlothlin Survey, Abstract No. 808, and being a remainder of Lot 1 in Block 1 of Highland Park Addition, City of Sherman, Grayson County, Texas (LCA Properties, LLC, Owner; Todd Kofsky, Sherman Motors, Representative; and Underwood Drafting & 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

Issue:

To consider granting a Specific Use Permit for Automobile sales, new or used and Automobile repair, body work, or painting in the C-2 (General Commercial) District/75 & 82 Overlay District, Located at 2303 Texoma Parkway, consisting of 0.770 acres, being in the Smith McGlothlin Survey, Abstract No. 808, and being a remainder of Lot 1 in Block 1 of Highland Park Addition, City of Sherman, Grayson County, Texas (LCA Properties, LLC, Owner; Todd Kofsky, Sherman Motors, Representative; and Underwood Drafting & Surveying, Surveyor)

Background:

The property is located at 2303 Texoma Parkway between East Nall Street and Baker Drive. The owner is requesting a Specific Use Permit for used automobile sales and Automobile repair consisting of minor repair for cars to be sold at this location.

Origination:

LCA Properties, LLC (Owner)
Todd Kofsky, Sherman Motors (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2023 regular meeting, the Planning and Zoning Commission voted 5/2 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter being tied to LCA Properties, LLC and Todd Kofsky, Sherman Motors. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6613
Exhibit A
Location Map
Zoning Map
Property Sign
Future Land Use Map
Narrative
Elevations
Garage Elevation
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6613

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 AUTOMOBILE SALES, NEW OR USED AND AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN THE C-2 (GENERAL COMMERCIAL) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 2303 TEXOMA PARKWAY, CONSISTING OF 0.770 ACRES, BEING IN THE SMITH MCGLOTHLIN SURVEY, ABSTRACT NO. 808, AND BEING A REMAINDER OF LOT 1 IN BLOCK 1 OF HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (LCA PROPERTIES, LLC, OWNER; TODD KOFSKY, SHERMAN MOTORS, REPRESENTATIVE; AND UNDERWOOD DRAFTING & 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2303 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile sales, new or used and Automobile repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey/Site Plan**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(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. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

13. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
14. Wastewater main may be required to be extended in accordance with City criteria to serve proposed Lot. 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. 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

Additional Conditions:

16. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A.**
17. This Specific Use Permit is limited to New or Used Automobile Sales and Minor Automobile Repair for vehicles to be sold at this location. Automobile repair is not allowed for customers seeking to maintain or repair their personal or private vehicle.

P&Z Conditions:

18. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than LCA, Properties and Todd Kofsky, Sherman Motors is the lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. 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 8. 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 9. 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 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of July 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

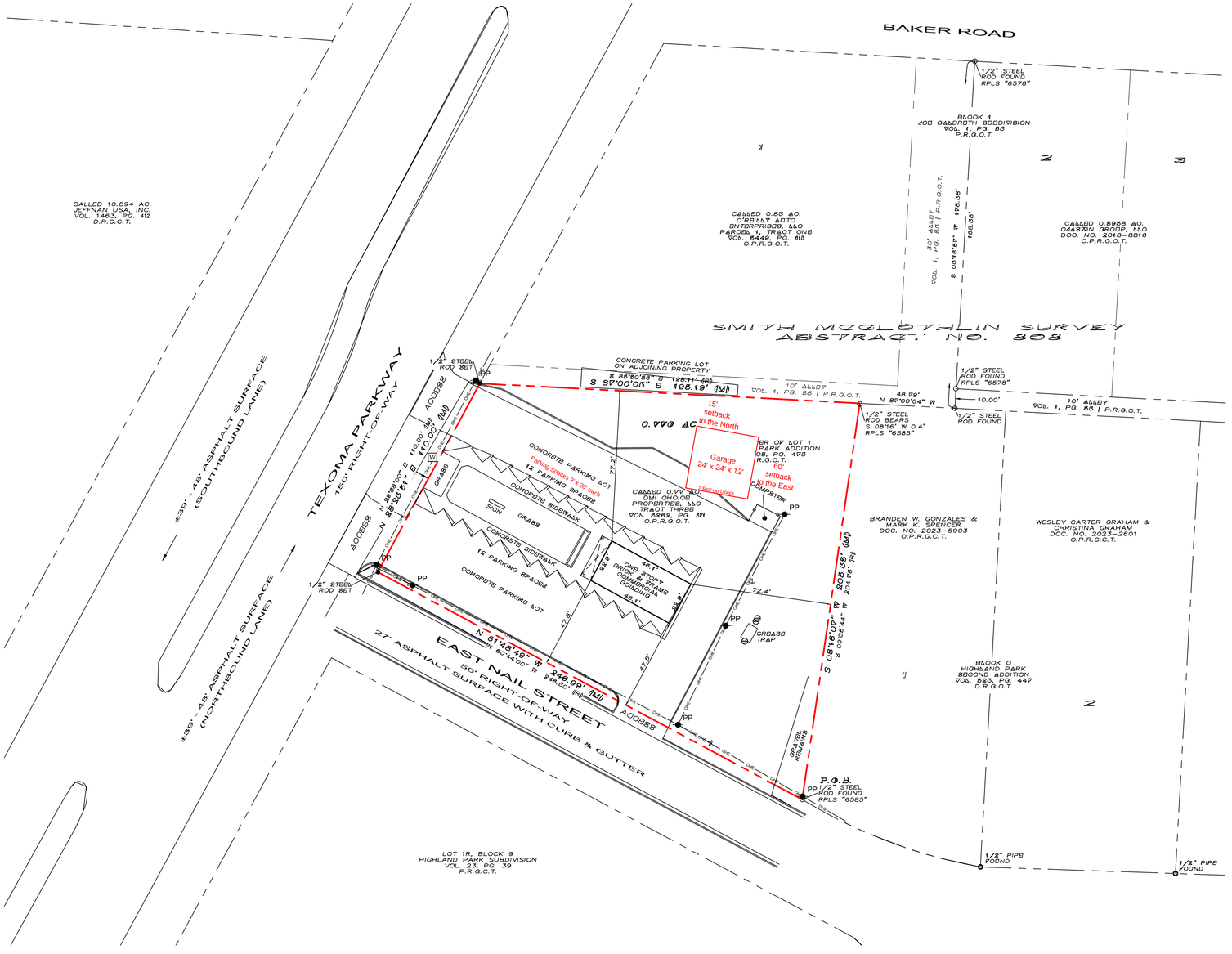
ATTEST:

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



Flood Information

By graphic plotting only, this property is located in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 48181C 0290 G, which bears an effective date of September 1, 2022 and is NOT in a special flood hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Zone "X" denotes areas outside the 100 year flood plain.

LEGEND

●	1/2" STEEL ROD SET
○	1/2" STEEL ROD FOUND
⊙	1/2" PIPE FOUND
PP	POWER POLE
◆	SEWER CLEANOUT
WM	WATER METER
	BOUNDARY LINE
	PROPERTY LINE
OHE	OVERHEAD ELEC.

Legal Description

Situated in the County of Grayson, State of Texas, being a part of Smith McGlothlin Survey, Abstract No. 808, and being a remainder of Lot 1 in Block 1 of Highland Park Addition, according to the plat thereof recorded in Volume 408, Page 473, Deed Records, Grayson County, Texas, and being a retracement survey of a called 0.77 acre tract of land described as Tract Three in the deed to DMI Choice Properties, LLC, recorded in Volume 5262, Page 571, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod stamped "6585" found for the southeast corner of said 0.77 acre tract, common to the southwest corner of Lot 1, Block C of Highland Park Second Addition, according to the plat thereof recorded in Volume 523, Page 447, said Deed Records, and on the northerly right-of-way line of East Nail Street;

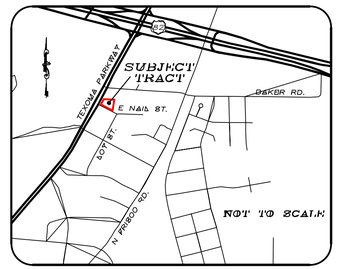
Thence North 61°48'49" West, with the southerly line of said 0.77 acre tract, and with the northerly right-of-way line of said East Nail Street, a distance of 246.99 feet to a 1/2" steel rod set for the southwest corner of said 0.77 acre tract, and at the intersection of the southerly right-of-way line of said East Nail Street and the easterly right-of-way line of Texoma Parkway;

Thence North 28°23'51" East, with the westerly line of said 0.77 acre tract, and with the easterly right-of-way line of said Texoma Parkway, a distance of 110.00 feet to a 1/2" steel rod set for the northwest corner of said 0.77 acre tract, common to the southwest corner of a called 0.83 acre tract of land described as Parcel 1, Tract One in the deed to O'Reilly Auto Enterprises, LLC, recorded in Volume 5449, Page 613;

Thence South 87°00'03" East, with the northerly line of said 0.77 acre tract, and with the southerly line of said 0.83 acre tract, a distance of 195.19 feet to the northeast corner of said 0.77 acre tract, common to the northwest corner of aforesaid Lot 1 of Highland Park Second Addition, and from which a found 1/2" steel rod stamped "6585" bears South 08°16' West, a distance of 0.4 feet;

Thence South 08°16'07" West, with the easterly line of said 0.77 acre tract, and with the westerly line of said Lot 1, a distance of 205.35 feet to the Point of Beginning and containing 0.770 acres of land, more or less.

VICINITY MAP



Surveyor's Notes

1. The property has a total area of 0.770 acres of land.
2. There are no visible signs of cemeteries observed at the time of this survey.
3. All visible above ground indications of public utilities are depicted hereon.
4. There is no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
5. There is no evidence of recent street or sidewalk construction.
6. There is no evidence of recent dirt work on the site.
7. The subject tract has direct access to Texoma Parkway, a public highway maintained by the State of Texas. The subject tract also has direct access to East Nail Street.

Zoning Information

The subject tract lies within the limits of the following zone: C-2 (General Commercial District). Requirement of this zone are as follows:

C-2 (General Commercial District):
Front Setback: 25 feet
Rear Setback: 25 feet
Side Setback: 15 feet
Max. Height: No building shall exceed 35 feet.

Surveyor's Certification

To: LCA Properties, LLC; DMI Choice Properties, LLC; First National Title Insurance Company; Security Title, Inc.;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items not specified of Table A thereof.

The fieldwork was completed on April 6th, 2023
Date of Plat or Map: April 11, 2023

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
State of Texas
Firm No. 10006300

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

Title Information

The Title Description and Schedule B Items hereon are from Security Title, Inc., commitment # 2303-19SH, Effective Date March 24, 2023.

Schedule "B" Items

10d. The surveyed property is subject to any matter, including but not limited to easements, roadways, and/or building set back lines as shown on the recorded plat of Highland Park Addition, an Addition to the City of Sherman, Grayson County, Texas, of recorded in Volume 408, Page 473, of the Deed Records, Grayson County, Texas.

Building Height

BUILDING 1 — 12.9'

Parking Information

24 REGULAR SPACES

Basis of Bearings

~ Bearings are based ~
GRID NORTH, NAD 83
TEXAS STATE PLANE
COORDINATE SYSTEM
NORTH CENTRAL ZONE

NORTH

GRAPHIC SCALE

30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

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Sheet 1 of 1

		Revisions	Date
Date	04/11/2023		
Dwn. By	DNH		
Aprvd. By	DWU		
Dwg. No.	23030314		
Scale	1" = 30'		

ALTA/NSPS LAND TITLE SURVEY

UNDERWOOD DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75020
PHONE (903)465-2151
FAX (903)465-2152

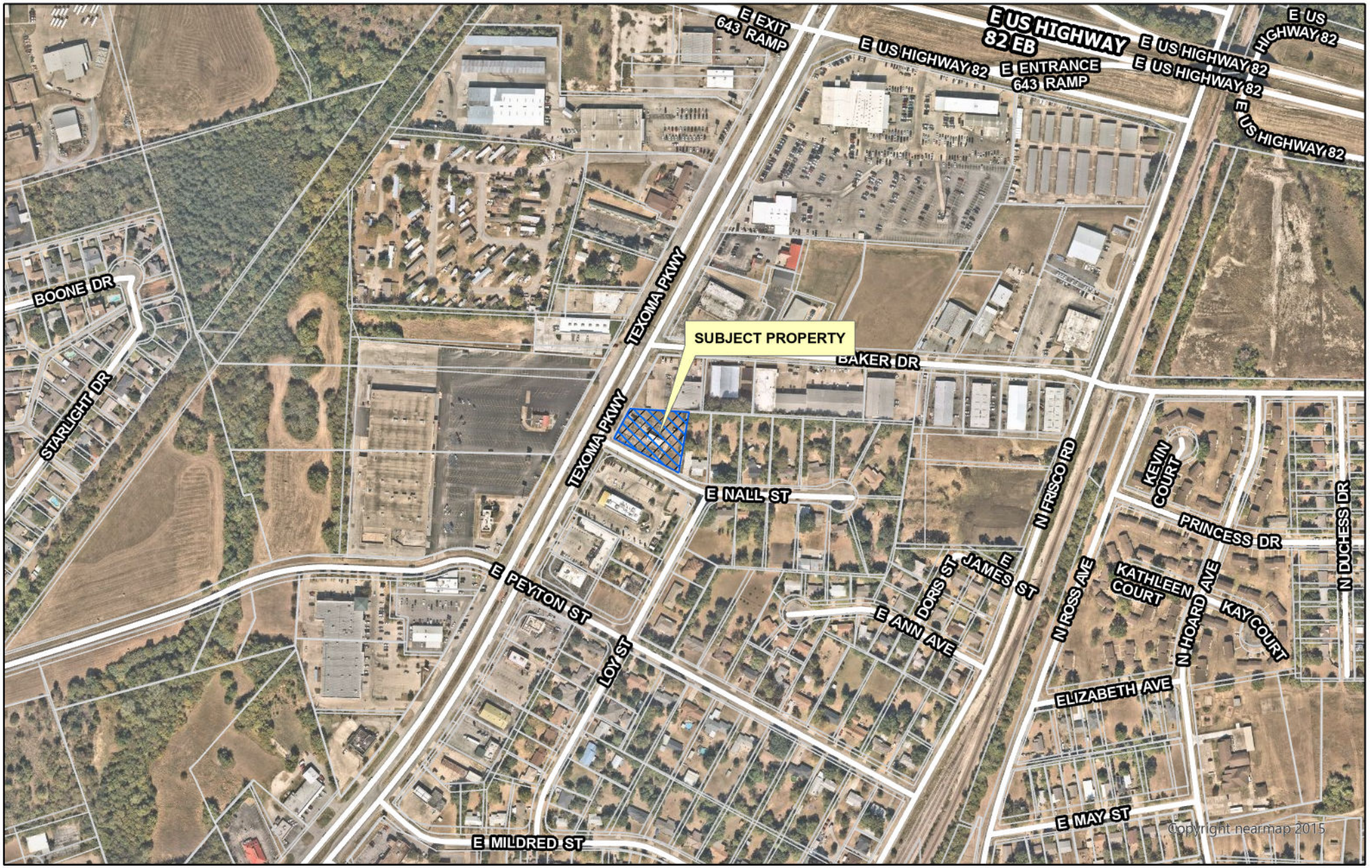
Project Location: GRAYSON COUNTY

Project Address: 2303 TEXOMA PARKWAY, CITY OF SHERMAN

Project Name:

Prepared For: ERA STEVE COOK & CO. REALTORS

Job Number 23030314



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2303 TEXOMA PKWY

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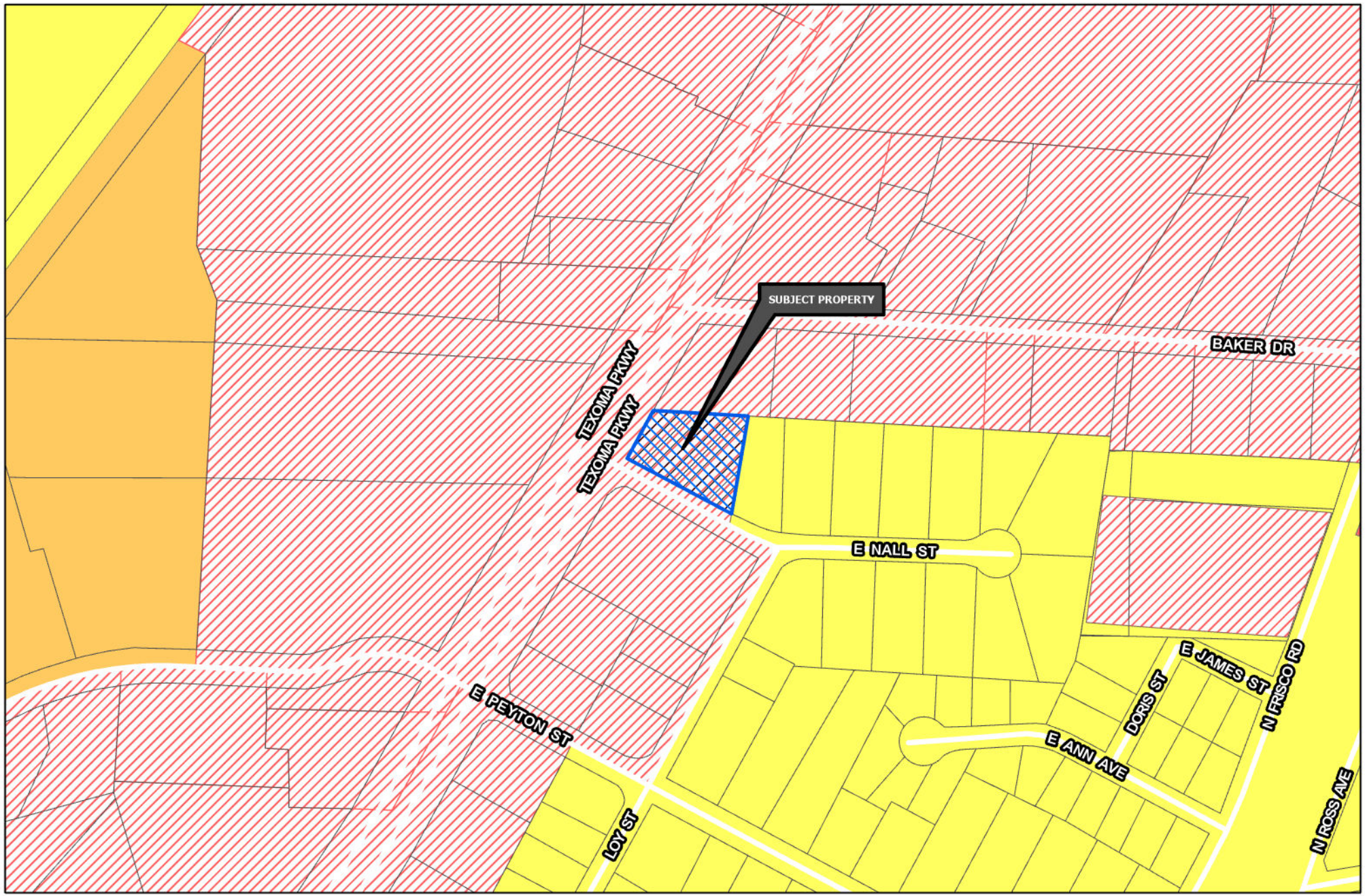
Date: 5/24/2023 9:10 AM



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 2303 TEXOMA PKWY

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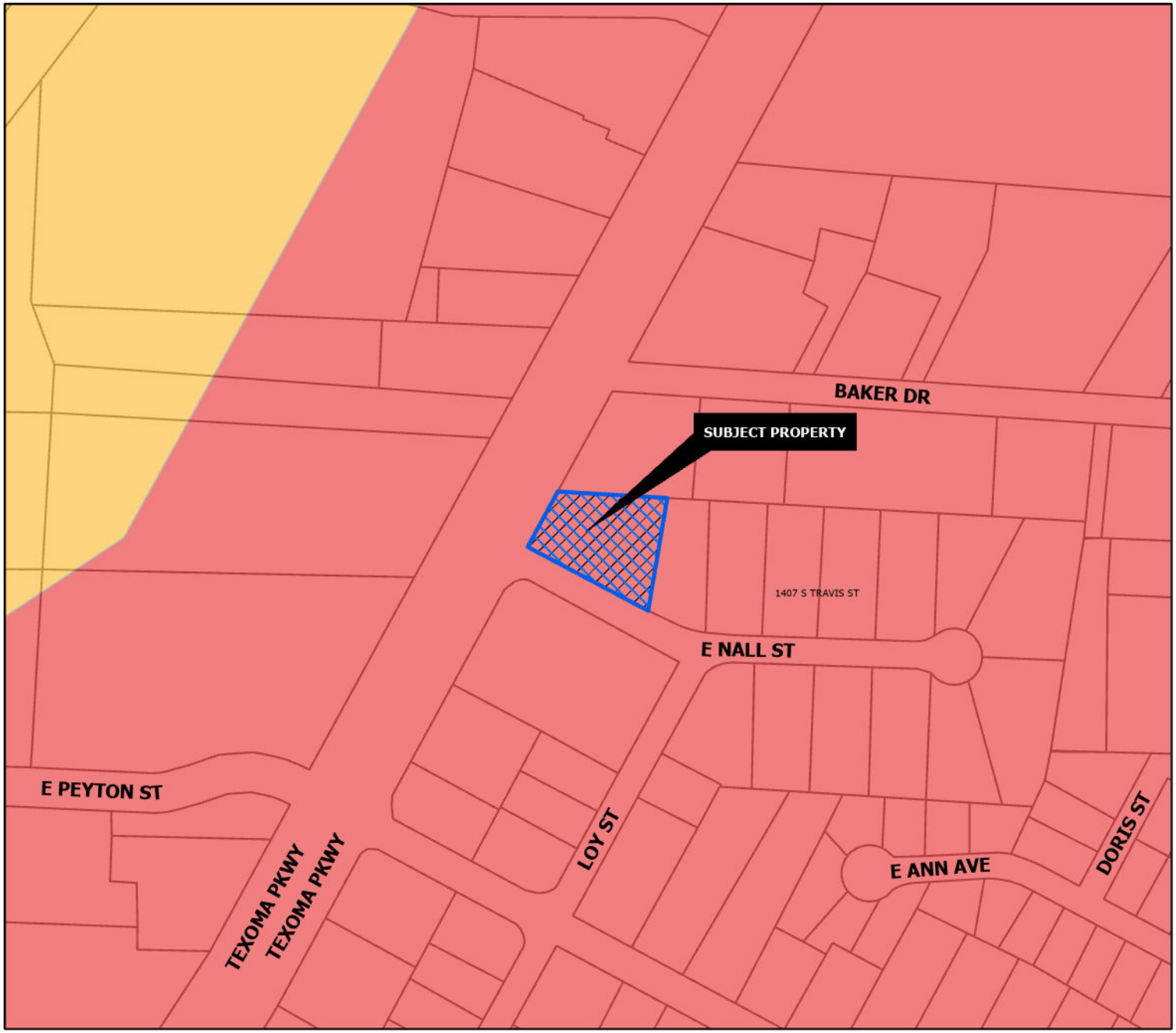
Date: 5/24/2023 9:12 AM

CHEC N-TITLE
LO AN$
Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 23-003046
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
06/06/2023 at 1:09 pm

CHECK-N
LOA
903-891-8
O'Reilly
AUTO PARTS
CASH FOR GOLD
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
O'Reilly AUTO PARTS
CHECK-N-TITLE
LOAN$
CHECK-N-TITLE
LOAN$
903-891-8900
06/06/2023 at 1:09 pm



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

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
2303 TEXOMA PKWY

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Date: 5/24/2023 9:13 AM

Sherman Motors

2303 Texoma Pkwy
Sherman, TX 75090

RE: Special Use Permit

May 22, 2023

We are requesting a Special Use Permit to operate an automobile dealership. Business operations will include buying and selling of used cars, trucks and SUVs as well as automotive repair and detailing of vehicles.

If you have any questions, please contact Todd Kofsky at 903-226-0626.

Thank you.

Todd Kofsky
Owner, Sherman Motors

CHECK-N-TITLE
LOAN$
2303
CNT
STORE HOURS

BUENO
Taco Bueno

ROI'S WASH-N-DRY

CHECK-N-TITLE
LOAN$
903-891-8900

CHECK 'N TITLE
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903-891-8900
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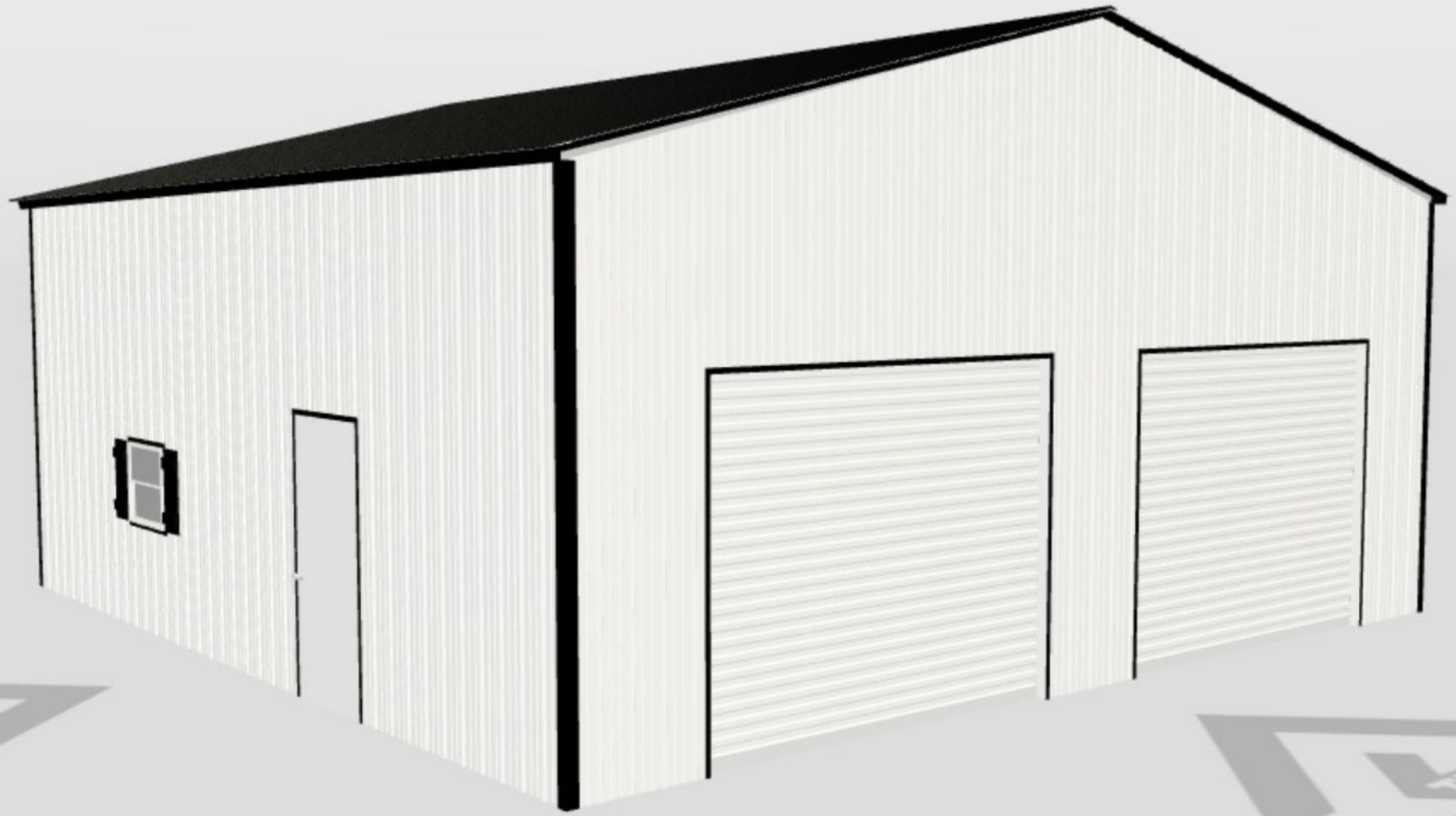
CASH FOR GOL



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

June 13, 2023

Sent via Email

Sherman Motors
Todd Kofsky
2303 Texoma Pkwy
Sherman, TX 75090

LCA Properties, LLC
565 Cleve Cole Rd
Denison, TX 75021

Dear Applicants,

The request of a Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile motorcycle, boat or trailer sales, new or used; a Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile repair, body work, or painting; and Site Plan approval for a garage addition located at 2303 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 20, 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. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*

11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

13. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
14. Wastewater main may be required to be extended in accordance with City criteria to serve proposed Lot. 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. 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

It is the policy of 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, do not hesitate to contact Development Services at 903-892-7229 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. 21.

Meeting Date: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

2303 TEXOMA PARKWAY (Project No. 23-003046)

The request of LCA Properties, LLC (Owner), Todd Kofsky, Sherman Motors (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 2303 Texoma Parkway, consisting of 0.770 acres, being in the Smith McGlothlin Survey, Abstract No. 808, and being a remainder of Lot 1 in Block 1 of Highland Park Addition, and currently zoned C-2 (General Commercial) District/75 & 82 Overlay District, as follows:

Planning and Zoning Commission

A. Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile motorcycle, boat or trailer sales, new or used.
B. Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile repair, body work, or painting.
C. Site Plan for a garage addition.

Background:

The property is located at 2303 Texoma Parkway between East Nall Street and Baker Drive. The owner is requesting a Specific Use Permit for Automobile sales and repairs and Site Plan for a garage addition.

Adjacent Zoning:

C-2 (General Commercial) District
R-6 (Single Family Residential) District

Origination:

LCA Properties, LLC (Owner)
Todd Kofsky, Sherman Motors (Representative)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

12

Objections Received:

0

Development Review Meeting:

No

Staff Recommendation:

Staff recommends that if the SUP for auto sales and auto repair is approved, that P&Z include a condition to ensure that no metal siding is permitted on any existing or new structures.

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Site Plan
Survey
Elevations
Garage Elevations
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6614

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Mini-Warehouse in a C-2 (General Commercial) District, Located at 5820 Texoma Parkway, consisting of 3.66 acres, being Block 1, Lot 1 in the Sherman Mini Warehouse Addition, City of Sherman, Grayson County, Texas (Rex Huddleston, Owner; Kent Hughlett, Representative; and Barron Stark Engineers, 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

Issue:

To consider granting a Specific Use Permit to Allow Mini-Warehouse in a C-2 (General Commercial) District, Located at 5820 Texoma Parkway, consisting of 3.66 acres, being Block 1, Lot 1 in the Sherman Mini Warehouse Addition, City of Sherman, Grayson County, Texas (Rex Huddleston, Owner; Kent Hughlett, Representative; and Barron Stark Engineers, Surveyor)

Background:

The property is located at 5820 Texoma Parkway between De Soto and FM 691. The owner is requesting a Specific Use Permit for a mini-warehouse. There is approximately 28,000 square feet of existing mini-warehouse at this location. The applicant would like to expand an additional 14,000 square feet for a total of 41,849 square feet for the proposed development.

The following has been approved for this location:

- November 11, 1986 - Specific Use Permit to allow a residence in a C-2 (General Commercial) District
- April 16, 2019 - Exception to allow a metal exterior façade with brick wainscot in lieu of the required masonry for an ice vending machine kiosk in a C-2 (General Commercial) District.
- June 20, 2023 - Variance to allow a 0' side setback in lieu of the required 15' for existing structures in a C-2 (General Commercial) District.

Origination:

Rex Huddleston (Owner)
Kent Hughlett (Representative)
Barron Stark Engineers (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6614
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Property Sign
Future Land Use Map
Narrative
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6614

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 MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 5820 TEXOMA PARKWAY, CONSISTING OF 3.66 ACRES, BEING BLOCK 1, LOT 1 IN THE SHERMAN MINI WAREHOUSE ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (REX HUDDLESTON, OWNER; KENT HUGHLETT, REPRESENTATIVE; AND BARRON STARK ENGINEERS, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 5820 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Mini-Warehouse, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in red on **Exhibit A – Survey**.

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

Zoning:

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.

1. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
2. 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)*
3. 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)*
4. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
5. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
6. 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.
7. 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

8. Replat of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
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. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
11. The location of the trash receptors must be approved by the Public Works Department.
12. 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)

13. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.

Additional Conditions:

14. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. 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 8. 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 9. 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 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 17th day of July 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

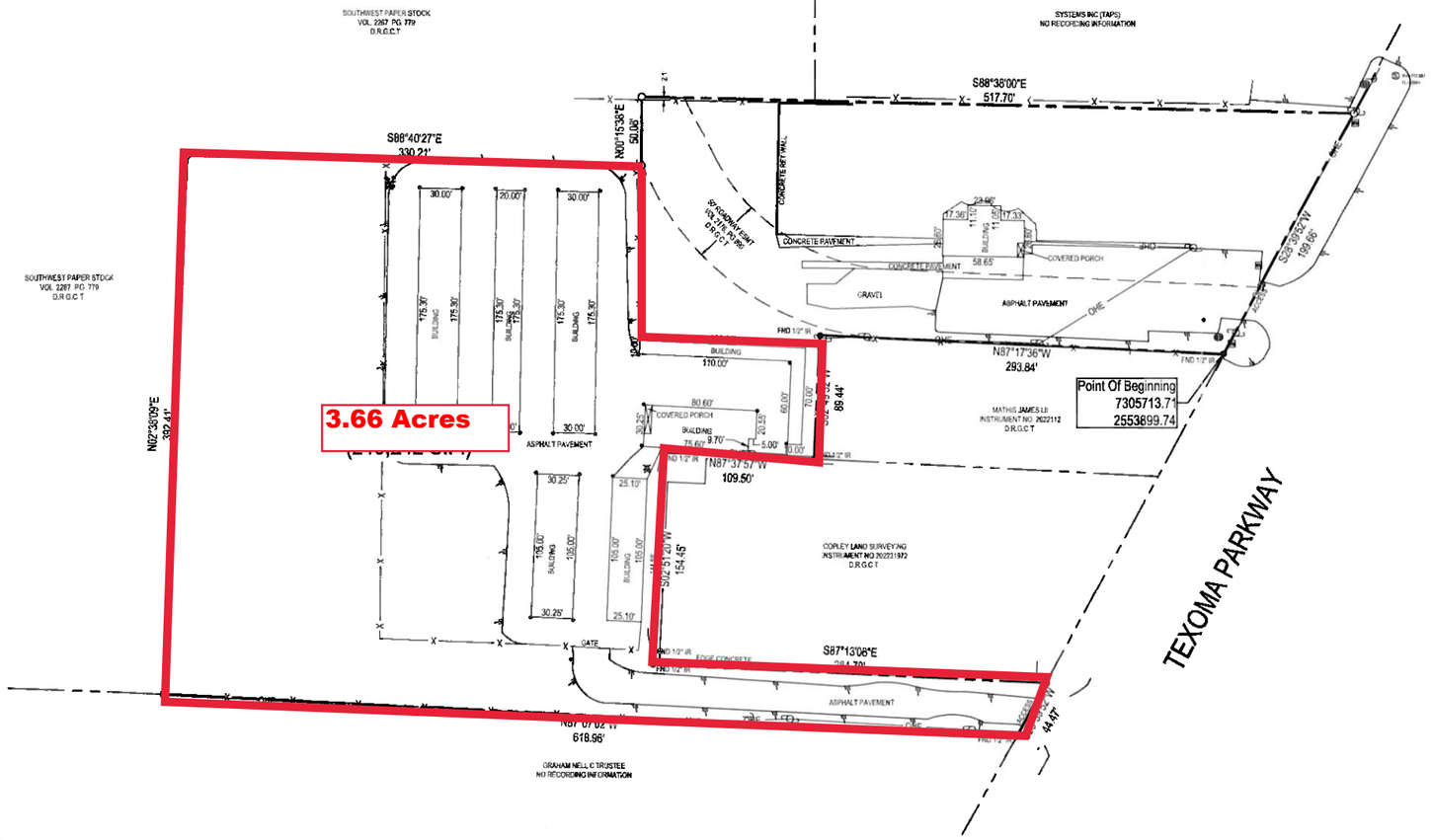
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A - SURVEY

SYMBOLS LEGEND

- SANITARY SEWER MANHOLE
- CLEAN OUT
- WATER METER
- POWER POLE
- GUY ANCHOR
- WATER VALVE
- FIRE HYDRANT
- BOLLARD



This Survey was prepared from a Title Policy Prepared by Fidelity National Title Insurance Company, GF No. FT-44122-6001222203330-NJ, Effective Date: November 29, 2022 at 8:00 a.m.

i.Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date:
Recording No: Volume 571, Page 375; Volume 1030, Page 763; Volume 1120, Page 487 and Volume 1249, Page 643, Deed Records, Grayson County, Texas.
(UNABLE TO DETERMINE IF AFFECTS)
(VOLUME 1249, PAGE 643 DOES NOT AFFECT)

j.Easement(s) and rights incidental thereto, as granted in a document:
Granted to: The Atlantic Group
Purpose: As provided in said document
Recording Date: October 17, 1991
Recording No: Volume 2176, Page 690, Real Property Records, Grayson County Texas.
(AFFECTS, PLOTTED AND SHOWN)

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GRAPHIC SCALE 1"=50'
50 0 50 100

LEGAL DESCRIPTION:

Being a 5.52 acre portion of a tract of land being situated in the Daniel C. Shelp Survey, Abstract 1097, further described in the deed to Patterson Investment Properties, LP, as recorded in Volume 5957, Page 679 Deed Records, Grayson County, Texas (D.R.G.C.T.) and being more particularly described as follows.

BEGINNING at a 1/2 inch iron rod found at the northwest corner of the tract descibed in the deed to Mathis James LII as recorded under Instrument Number 2022112 (D.R.G.C.T.) same being in the west right-of-way line of Texoma Parkway;

THENCE NORTH 87°17'36" WEST, with the north line of the said Mathis James LII tract a distance of 293.84 feet to a 1/2 inch iron rod found at the northeast corner of the Mathis James LII tract;

THENCE SOUTH 02°49'52" WEST, with the east line of the Mathis James LII tract a distance of 89.44 feet to a 1/2 inch iron rod found at the easterly most northeast corner of the tract descibed in the deed to Copley Land Surveying Inc as recorded in Instrument Number 202231972 (D.R.G.C.T.),

THENCE NORTH 87°37'57" WEST, with the north line of the said Copley Land Surveying Inc tract a distance of 109.50 feet to a 1/2 inch iron rod found at the northwest corner of the Copley Land Surveyying Inc tract;

THENCE SOUTH 02°51'20" WEST, with the west line of the Copley Land Surveying Inc tract passing a found 1/2 inch iron rod at a distance of 144.59 feet in all a distance 154.45 feet to a 1/2 inch iron rod found at the southwest corner of the Copley Land Surveying Inc tract;

THENCE SOUTH 87°13'06" EAST, with the south line of the Copley Land Surveying Inc tract a distance of 284.70 feet to 1/2 inch capped iron rod inscribed "Barron-Stark" set in the west right-of-way line of Texoma Parkway;

THENCE SOUTH 28°23'52" WEST, with the west right-of-way line of Texoma Parkway a distance of 44.47 feet to a 1/2 inch iron rod found at the northeast corner of the tract described in the deed to Graham Nell C Trustee (No Recording Info);

THENCE NORTH 87°07'02" WEST, a distance of 618.96 feet to a 1/2 inch capped iron rod inscribed "Barron-Stark" set at the southeast corner of the tract described in the deed to Southwest Paper Stock as recorded under Volume 2267, Page 779 (D.R.G.C.T.);

THENCE with the common line of the Southwest Paper Stock tract and the said Patterson Investment Properties, LP tract the following calls:

NORTH 02°38'09" EAST, a distance of 392.41 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark";

SOUTH 88°40'27" EAST, a distance of 330.21 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark";

NORTH 00°15'38" EAST, a distance of 50.08 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark";

THENCE SOUTH 88°27'38" EAST, a distance of 517.70 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark",

THENCE SOUTH 28°39'52" WEST, a distance of 199.66 feet returning to the POINT OF BEGINNING and enclosing 5.52 acres 240,548 square feet.

To: RH2 Capital LLC & Fidelity National Title Insurance Company

I, Roger W. Hart, hereby certify that this Plat was prepared from an actual, on the ground, survey made under my personal supervision in January, 2023. This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, Land Title Survey.

STATE OF TEXAS REGISTERED ROGER W. HART 4484 LICENSED PROFESSIONAL LAND SURVEYOR

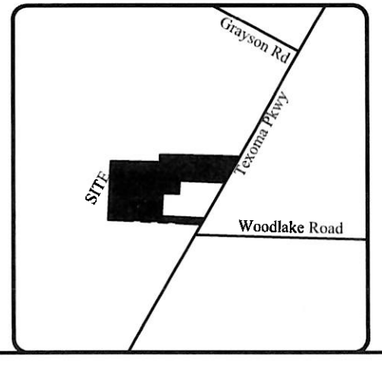
Roger W. Hart 01/05/2023

USE OF THIS ELECTRONIC SEAL/SIGNATURE AUTHORIZED BY ROGER W. HART, R.P.L.S. TBPLS FIRM REGISTRATION NO. 10041

Revised January 6, 2023

Vicinity Map

NOT TO SCALE



Title Survey

5.52 ACRES
in
DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097
Grayson County, Texas

PROJECT NO. 499-10131 SHEET 1 OF 1

Barron•Stark Engineers
6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

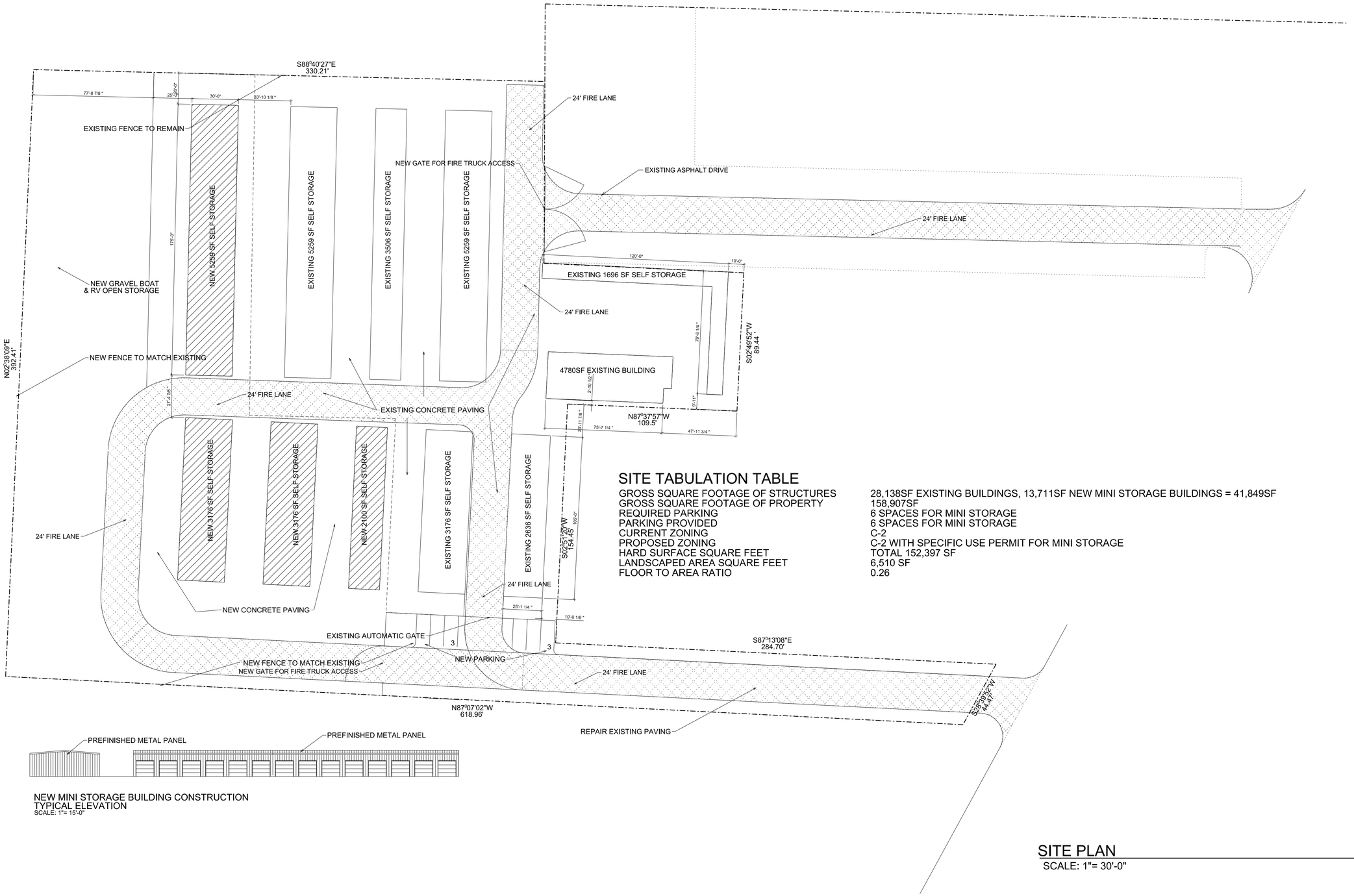
NOTE:
- ○ OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET STAMPED BARRON STARK
- ● SOLID CIRCLE INDICATES CONTROL MONUMENT FOUND AS LABELED

NOTES

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202).

2.) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONE IS ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR GRAYSON COUNTY, TEXAS, DATED SEPT. 29, 2023 MAP NO. 48181C0280F. THIS PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

EXHIBIT B



SITE TABULATION TABLE

GROSS SQUARE FOOTAGE OF STRUCTURES	28,138SF EXISTING BUILDINGS, 13,711SF NEW MINI STORAGE BUILDINGS = 41,849SF
GROSS SQUARE FOOTAGE OF PROPERTY	158,907SF
REQUIRED PARKING	6 SPACES FOR MINI STORAGE
PARKING PROVIDED	6 SPACES FOR MINI STORAGE
CURRENT ZONING	C-2
PROPOSED ZONING	C-2 WITH SPECIFIC USE PERMIT FOR MINI STORAGE
HARD SURFACE SQUARE FEET	TOTAL 152,397 SF
LANDSCAPED AREA SQUARE FEET	6,510 SF
FLOOR TO AREA RATIO	0.26

NEW MINI STORAGE BUILDING CONSTRUCTION
TYPICAL ELEVATION
SCALE: 1"= 15'-0"

SITE PLAN
SCALE: 1"= 30'-0"

NORTH

KENT HUGHLETT, ARCHITECT PLLC
177 TIMBERBROOK CIRCLE
DENISON, TEXAS 75021
RKHUGHLETT@GMAIL.COM 972-743-8398

SELF STORAGE WAREHOUSE
5820 TEXOMA PARKWAY
SHERMAN, TEXAS

C-1.0

MAY 16, 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
5820 TEXOMA PKWY

N
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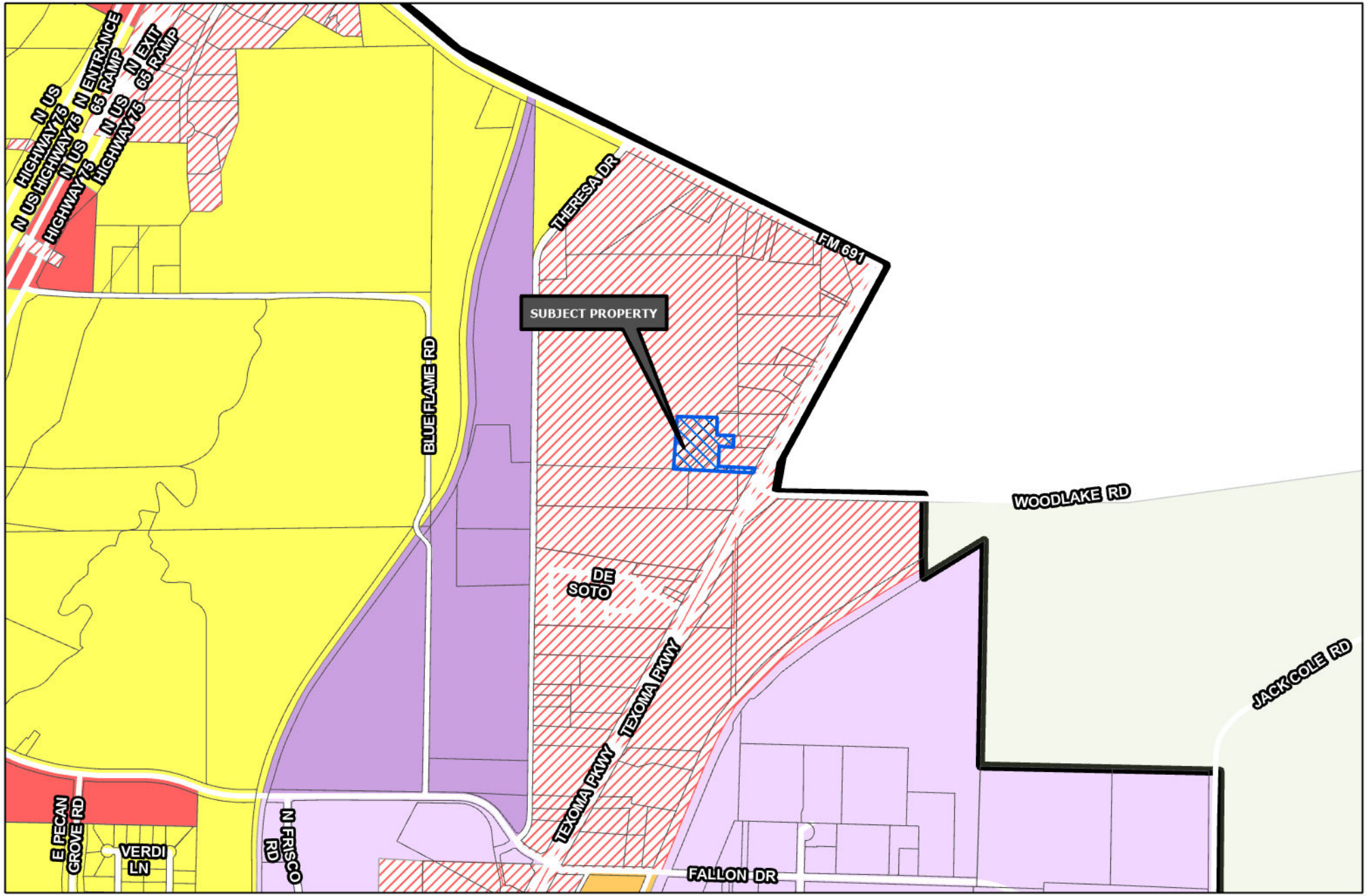
Date: 5/26/2023 5:15 PM



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 5820 TEXOMA PKWY

N W E S

Date: 5/26/2023 5:15 PM

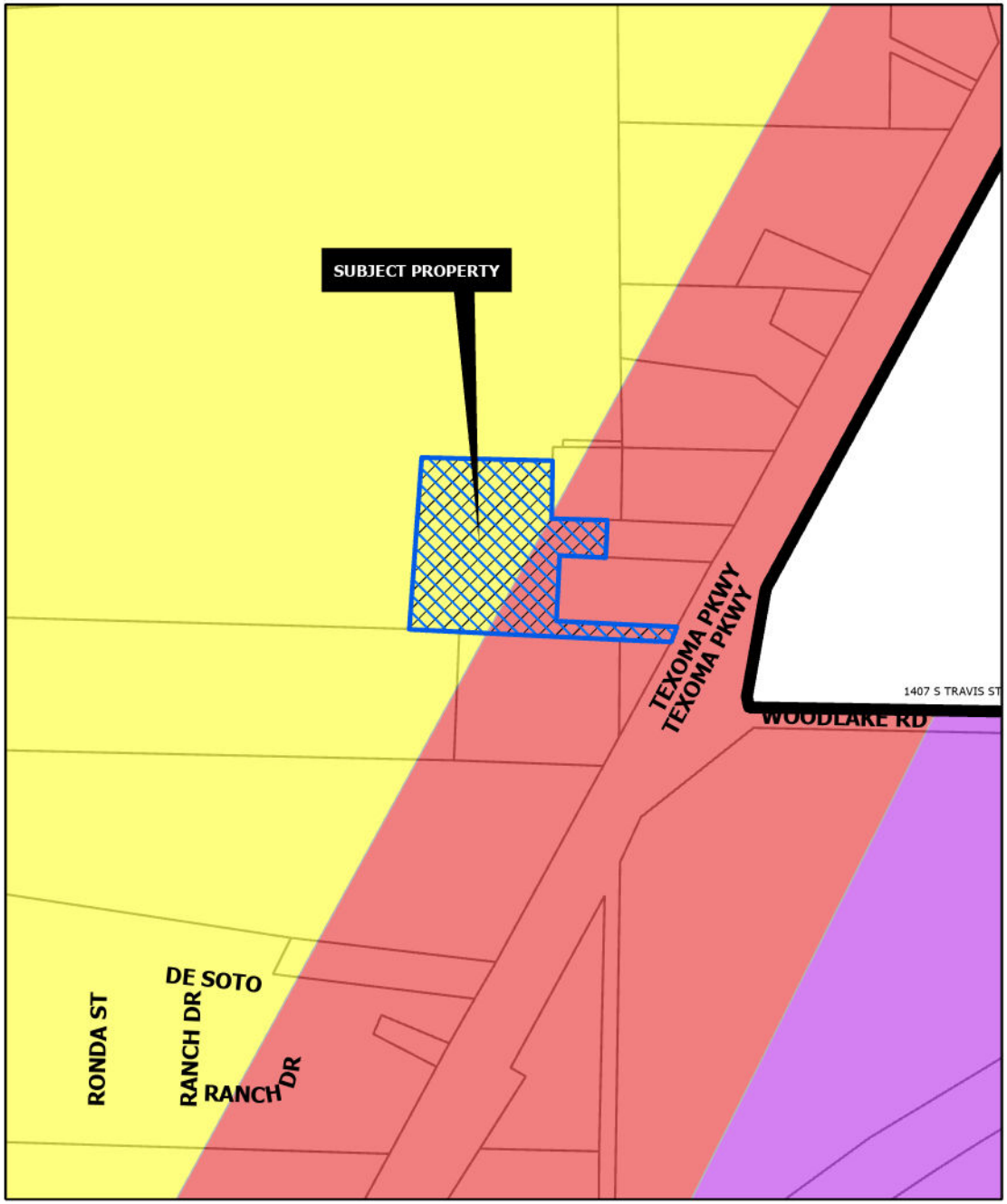
Marlow, Lauren

From: Planning
To: Rex Huddleston
Subject: RE: P&Z sign at 5820 Texoma Parkway

From: Rex Huddleston
Sent: Saturday, June 3, 2023 8:51 AM
To: Kent Hughlett
Cc: Planning
Subject: Re: P&Z sign at 5820 Texoma Parkway

On Fri, Jun 2, 2023 at 12:02 PM Kent Hughlett wrote:

> Attached is a photo of the installed sign.
>
> Thanks,
> Kent Hughlett



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

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

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
5820 TEXOMA PKWY

Date: 5/26/2023 3:29 PM

Kent Hughlett, Architect, PLLC design and construction
177 Timberbrook Circle 972-743-8398
Denison, Texas 75021

Project Narrative
5820 Texoma Parkway Mini Storage Units

The current zoning for this site is C-2. We are requesting a Specific Use Permit for Mini Storage Units. There are five existing mini storage unit buildings currently on the site. We are proposing to add four more building of similar size on the property.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

June 13, 2023

Sent via Email

Kent Hughlett
177 Timberbrook Circle
Denison, TX 75021

5922 Texoma Parkway, LLC
Rex Huddleston
3102 Beverly Drive
Dallas, TX 75205

Dear Applicants,

The request of a Public Hearing and Variance under Section 14.02.017 to allow a 0' side setback in lieu of the required 15' for existing structures in a C-2 (General Commercial) District and a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District located at 5820 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 20, 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 Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
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. Replat of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
10. 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. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
12. The location of the trash receptors must be approved by the Public Works Department.
13. 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)
14. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.

It is the policy of 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, do not hesitate to contact Development Services at 903-892-7229 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: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

5820 TEXOMA PARKWAY (Project No. 23-003048)

The request of Rex Huddleston (Owner), Kent Hughlett (Representative) and Barron Stark Engineers (Surveyor) concerning the property located at 5820 Texoma Parkway, consisting of 3.66 acres, being Block 1, Lot 1 in the Sherman Mini Warehouse Addition, and currently zoned C-2 (General Commercial) District, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.017 to allow a 0' side setback in lieu of the required 15' for existing structures in a C-2 (General Commercial) District.

Planning and Zoning Commission

B. Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District.

Background:

The property is located at 5820 Texoma Parkway between De Soto and FM 691. The owner is requesting a Variance for the side setback on an existing structure along with a Site Plan and Specific Use Permit for a mini-warehouse.

The following has been approved for this location:

- November 11, 1986 - Specific Use Permit to allow a residence in a C-2 (General Commercial) District
- April 16, 2019 - Exception to allow a metal exterior façade with brick wainscot in lieu of the required masonry for an ice vending machine kiosk in a C-2 (General Commercial) District.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Rex Huddleston (Owner)
Kent Hughlett (Representative)
Barron Stark Engineers (Surveyor)

Master Plan Designation:

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

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:

6

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Survey
Site Plan
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6615

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of of 8.68 acres, being in the A.C. Smith Survey, Abstract No. 1561, City of Sherman, Grayson County, Texas, Located in the 6501 Block North Highway 75, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the MF-30 (Multi Family Residential) District Zoning Classification, (Maruti Interests, Owners; and Sartin & Associates, 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 Maruti Interests (Owner), Patrick Filson (Representative) and Sartin & Associates, Inc. (Surveyor) concerning the property located in the 6501 Block North Highway 75, consisting of 8.68 acres, being in the A.C. Smith Survey, Abstract No. 1561, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the MF-30 (Multi Family Residential) District Zoning Classification

Background:

The property is located in the 6501 Block North Highway 75 between Blue Flame Road and FM 691 . The owner is requesting a Zone Change from a R-6 (Single Family Residential) District to an MF-30 (Multi Family Residential) District to construct 144 units consisting of a mix of 1-, 2-, and 3-bedroom units.

Origination:

Maruti Interests (Owner)
Patrick Filson (Representative)
Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 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.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6615
Exhibit A
Location Map
Zoning Map
Property Sign
Future Land Use Map
Site Plan
Landscape Plan
Elevations
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6615

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 8.68 ACRES, BEING IN THE A.C. SMITH SURVEY, ABSTRACT NO. 1561, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 6501 BLOCK NORTH HIGHWAY 75, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (MARUTI INTERESTS, OWNERS; AND SARTIN & 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 at 6501 Block North Highway 75, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-30 (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 17th day of July 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

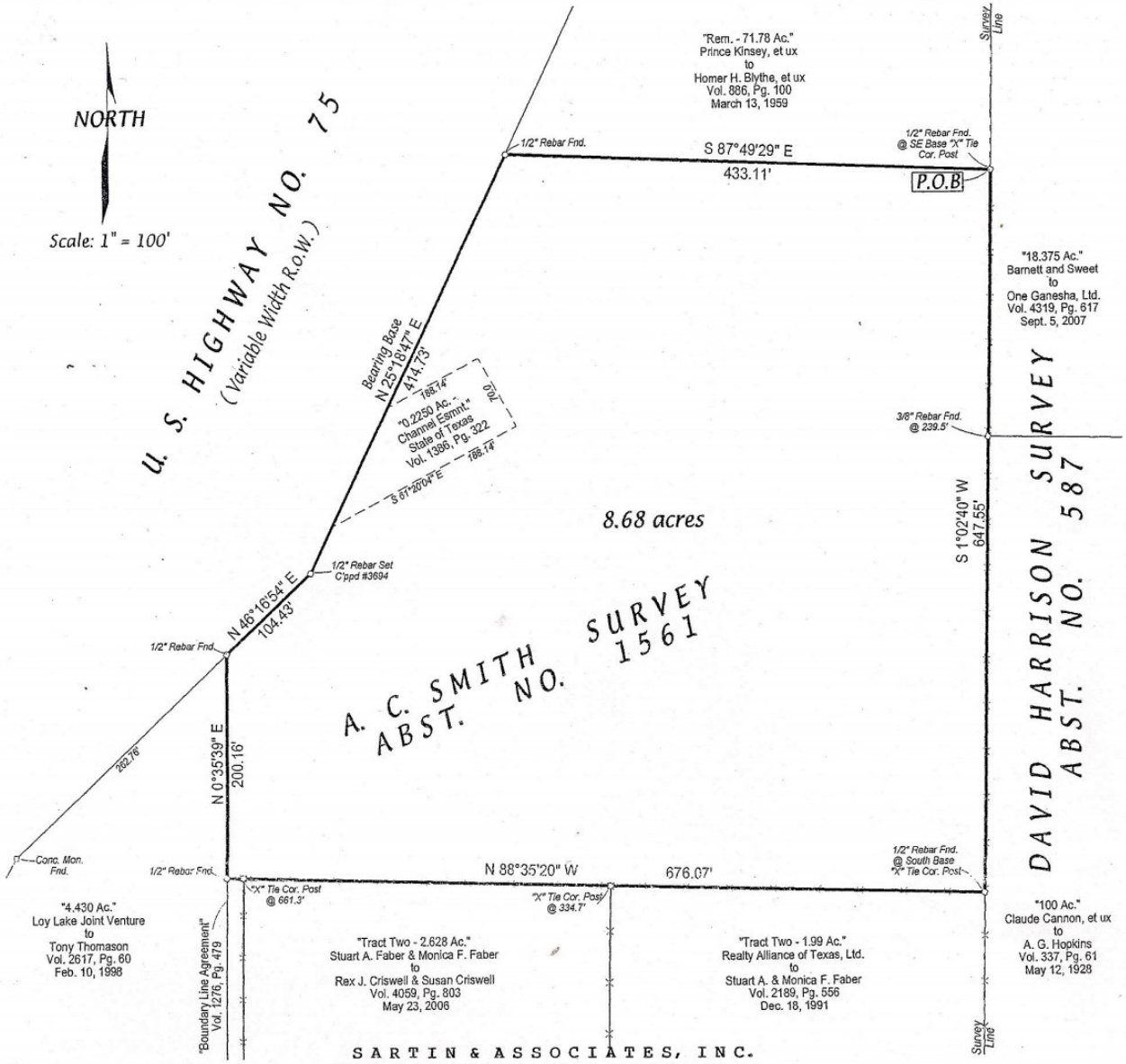
ATTEST:

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



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

SURVEY FOR: MARUTI INTERESTS, LLC

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 26 th day of June, 2008 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

8AC-US75.pcs

EXHIBIT A

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

SITUATED in the County of Grayson, State of Texas, being a part of the A. C. SMITH SURVEY, Abstract No. 1561, being a part of a 17.172 acre tract of land conveyed by Mae Davault to Floyd E. Cobbs, et al by Correction Deed dated April 25, 1974, recorded in Volume 1280, Page 130, Deed Records, Grayson County, Texas, being the same 8.697 acre tract of land conveyed by Jerry W. Tate to Margo M. Mobbs, and Rodney D. Tate by deed dated May 15, 1996, recorded in Volume 2465, Page 678, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found 1/2 inch rebar at the Southeast base of a cross tie corner post, on the East line of said Smith Survey, the West line of the David Harrison Survey, Abstract No. 587, the West line of a 100 acre tract of land described in two tracts in deed from Claude Cannon, et ux to A. G. Hopkis, dated May 12, 1928, recorded in Volume 337, Page 61, Deed Records, Grayson County, Texas, the West line of an 18.375 acre tract of land previously conveyed out of said 100 acre tract, and described in deed from Barnett and Sweet to One Ganesha, Ltd., dated September 5, 2007, recorded in Volume 4319, Page 617, Official Public Records, Grayson County, Texas, said rebar maintaining the Northeast corner of both said 17.172 acre tract, and 8.697 acre tract, the Southeast corner of a 71.78 acre tract of land conveyed by Prince Kinsey, et ux to Homer H. Blythe, et ux by deed dated March 13, 1959, recorded in Volume 886, Page 100, Deed Records, Grayson County, Texas;

THENCE South 01 deg. 02 min. 40 sec. West, with the general line of a wire fence, the East line of both said Smith Survey, and 17.172 acre tract, the West line of both said Harrison Survey, and 100 acre tract, the West line of said 18.375 acre tract, at a distance of 239.5 feet passing a found 3/8 inch rebar maintaining the Southwest corner of said 18.375 acre tract, and continuing with the West line of said 100 acre tract for a total distance of 647.55 feet to a found 1/2 inch rebar at the South base of a cross tie corner post, said rebar maintaining the Northeast corner of a 1.99 acre tract of land described in Tract Two in deed from Realty Alliance of Texas, Ltd. to Stuart A. and Monica P. Faber, dated December 18, 1991, recorded in Volume 2189, Page 556, Real Property Records, Grayson County, Texas;

THENCE North 88 deg. 35 min. 20 sec. West, with the general line of a wire fence, the North line of said Faber 1.99 acre tract, at a distance of 334.7 feet passing a cross tie corner post maintaining its Northwest corner, the Northeast corner of a 2.628 acre tract of land described in Tract Two in deed from Stuart A. Faber, et ux to Rex J. Criswell, et ux, dated May 23, 2006, recorded in Volume 4059, Page 803, Official Public Records, Grayson County, Texas, and continuing with the North line of said Criswell 2.628 acre tract, at a distance of 661.3 feet passing a cross tie corner post, and continuing for a total distance of 676.07 feet to a found 1/2 inch rebar maintaining the Northwest corner of said 2.628 acre tract, on the agreed West boundary line of said 17.172 acre tract, and the East boundary line of a 27.000 acre tract as called for in Boundary Line Agreement dated March 22, 1974, recorded in Volume 1276, Page 479, Deed Records, Grayson County, Texas, and on the East line of a 4.430 acre tract of land conveyed by Loy Lake Joint Venture to Tony Thompson by deed dated February 10, 1998, recorded in Volume 2617, page 60, Official Public Records, Grayson County, Texas;

-8.68 ACRES-

EXHIBIT A

THENCE North 00 deg. 35 min. 39 sec. East, with the West line of said 17.172 acre tract, the East line of said Thomason 4.430 acre tract, a distance of 200.16 feet to a found 1/2 inch rebar at the intersection of the West line of said 17.172 acre tract with the East right-of-way line of U. S. Highway No. 75, said rebar being North 46 deg. 16 min. 54 sec. East, a distance of 262.76 feet from a found concrete right-of-way monument at highway station 1160+50;

THENCE North 46 deg. 16 min. 54 sec. East, with the East right-of-way line of said U. S. Highway No. 75, a distance of 104.43 feet to a set 1/2 inch capped rebar stamped SARTIN-3694;

THENCE North 25 deg. 18 min. 47 sec. East, continuing with the East right-of-way line of said U. S. Highway No. 75, a distance of 414.73 feet to a found 1/2 inch rebar at the intersection of the East right-of-way of said highway with the North line of said 17.172 acre tract, the South line of the above mentioned Blythe 71.78 acre tract;

THENCE South 87 deg. 49 min. 29 sec. East, with the North line of said 17.172 acre tract, the South line of said 71.78 acre tract, a distance of 433.11 feet to the PLACE OF BEGINNING and containing **8.68 ACRES OF LAND** more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 26 th day of June, 2008 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record that may affect said property.

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

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

June 30, 2008

RE: An 8.68 acre tract, A. C. Smith Survey, Abstract No. 1561, Grayson County, Texas.

To: Maruti Interests, LLC & Chapin Title

To the best of my knowledge and belief the following easements do not affect the above referenced property.

(1) Easements granted to TEXAS POWER & LIGHT COMPANY of record in Volume 425, Page 43, Volume 451, Page 514, and Volume 1191, Page 292, Deed Records, Grayson County, Texas.

(2) Easement granted to TEXAS POWER & LIGHT COMPANY and GENERAL TELEPHONE COMPANY OF THE SOUTHWEST of record in Volume 1332, Page 272, Deed Records, Grayson County, Texas.

This statement is made based on the location of any visible utilities and/or utility markers found during the time of survey and from easements of record that I may have knowledge of. However, the location of some easements of record may be impossible to be determined from the descriptions set forth therein. Therefore this statement is limited so as not to create liability on the part of the undersigned surveyor for failing to locate hidden or obscure utilities or markers and those easements having no definitive location.

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

EXHIBIT A

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

SITUATED in the County of Grayson, State of Texas, being a part of the A. C. SMITH SURVEY, Abstract No. 1561, being a part of a 17.172 acre tract of land conveyed by Mae Davault to Floyd E. Cobbs, et al by Correction Deed dated April 25, 1974, recorded in Volume 1280, Page 130, Deed Records, Grayson County, Texas, being the same 8.697 acre tract of land conveyed by Jerry W. Tate to Margo M. Mobbs, and Rodney D. Tate by deed dated May 15, 1996, recorded in Volume 2465, Page 678, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found 1/2 inch rebar at the Southeast base of a cross tie corner post, on the East line of said Smith Survey, the West line of the David Harrison Survey, Abstract No. 587, the West line of a 100 acre tract of land described in two tracts in deed from Claude Cannon, et ux to A. G. Hopkis, dated May 12, 1928, recorded in Volume 337, Page 61, Deed Records, Grayson County, Texas, the West line of an 18.375 acre tract of land previously conveyed out of said 100 acre tract, and described in deed from Barnett and Sweet to One Ganesha, Ltd., dated September 5, 2007, recorded in Volume 4319, Page 617, Official Public Records, Grayson County, Texas, said rebar maintaining the Northeast corner of both said 17.172 acre tract, and 8.697 acre tract, the Southeast corner of a 71.78 acre tract of land conveyed by Prince Kinsey, et ux to Homer H. Blythe, et ux by deed dated March 13, 1959, recorded in Volume 886, Page 100, Deed Records, Grayson County, Texas;

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EXHIBIT A

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

STATE OF TEXAS
REGISTERED
MARSHALL SARTIN
3694
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
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June 30, 2008

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To: Maruti Interests, LLC & Chapin Title

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

SCHEDULE A
(continued)

4. Legal description of land:

SITUATED in the County of Grayson, State of Texas, being a part of the A. C. SMITH SURVEY, Abstract No. 1561, being a part of a 17.172 acre tract of land conveyed by Mae Davault to Floyd E. Cobbs, et al by Correction Deed dated April 25, 1974, recorded in Volume 1280, Page 130, Deed Records, Grayson County, Texas, being the same 8.697 acre tract of land conveyed by Jerry R. Tate to Margo M. Mobbs, and Rodney D. Tate by deed dated May 15, 1996, recorded in Volume 2465, Page 678, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

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SCHEDULE A
(continued)

with the North line of said 17.172 acre tract, the South line of the above mentioned Blythe 71.78 acre tract;

THENCE South 87 deg. 49 min. 29 sec. East, with the North line of said 17.172 acre tract, the South line of said 71.78 acre tract, a distance of 433.11 feet to the PLACE OF BEGINNING and containing 8.68 ACRES OF LAND more or less....

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

END OF SCHEDULE A

dlagrone H:\PLANNING\Public Notification KT.aprx

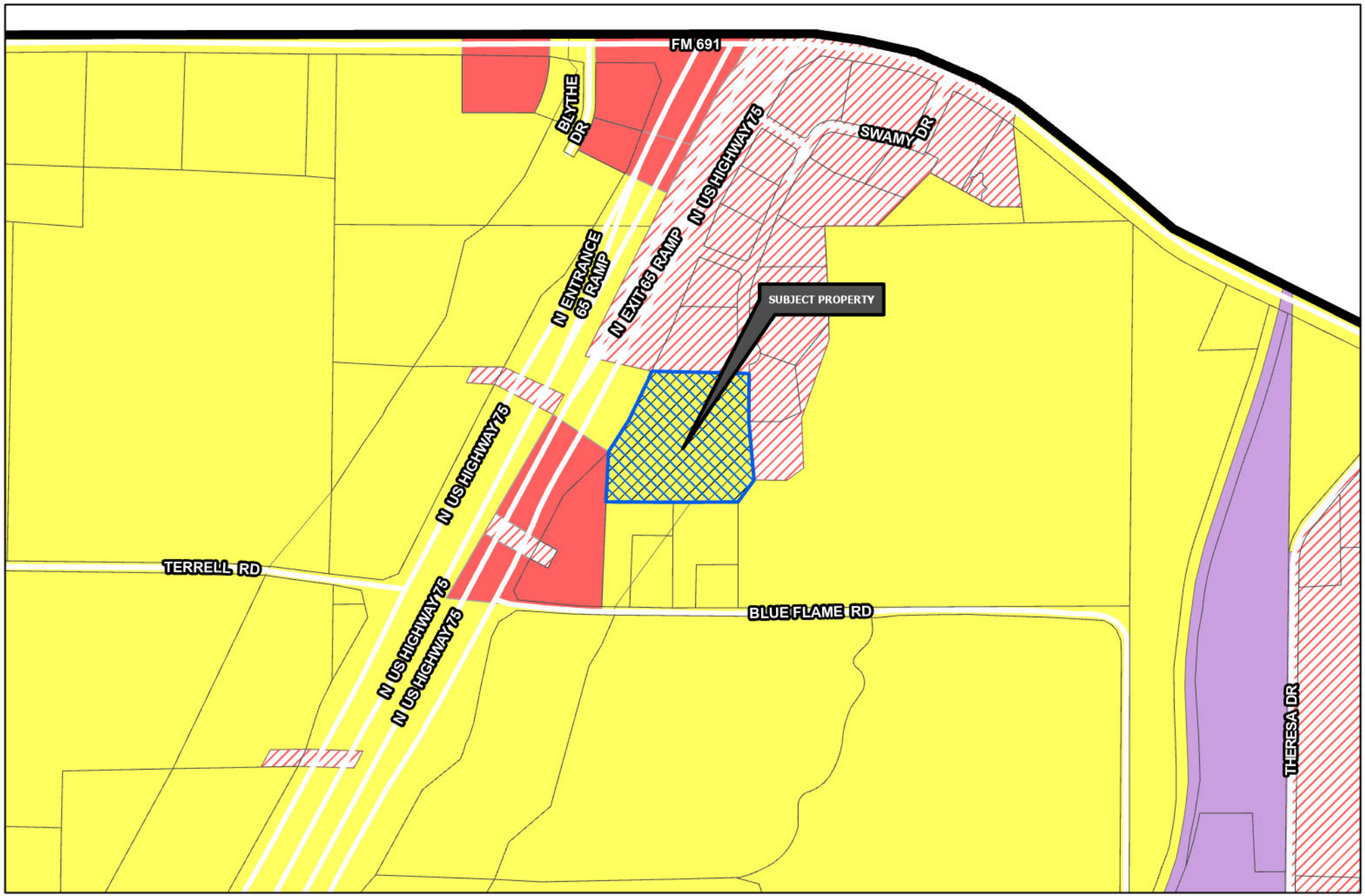
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
6501 BLK N HWY 75

N
W E
S

Date: 5/23/2023 1:45 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
6501 BLK N HWY 75

N
W E
S

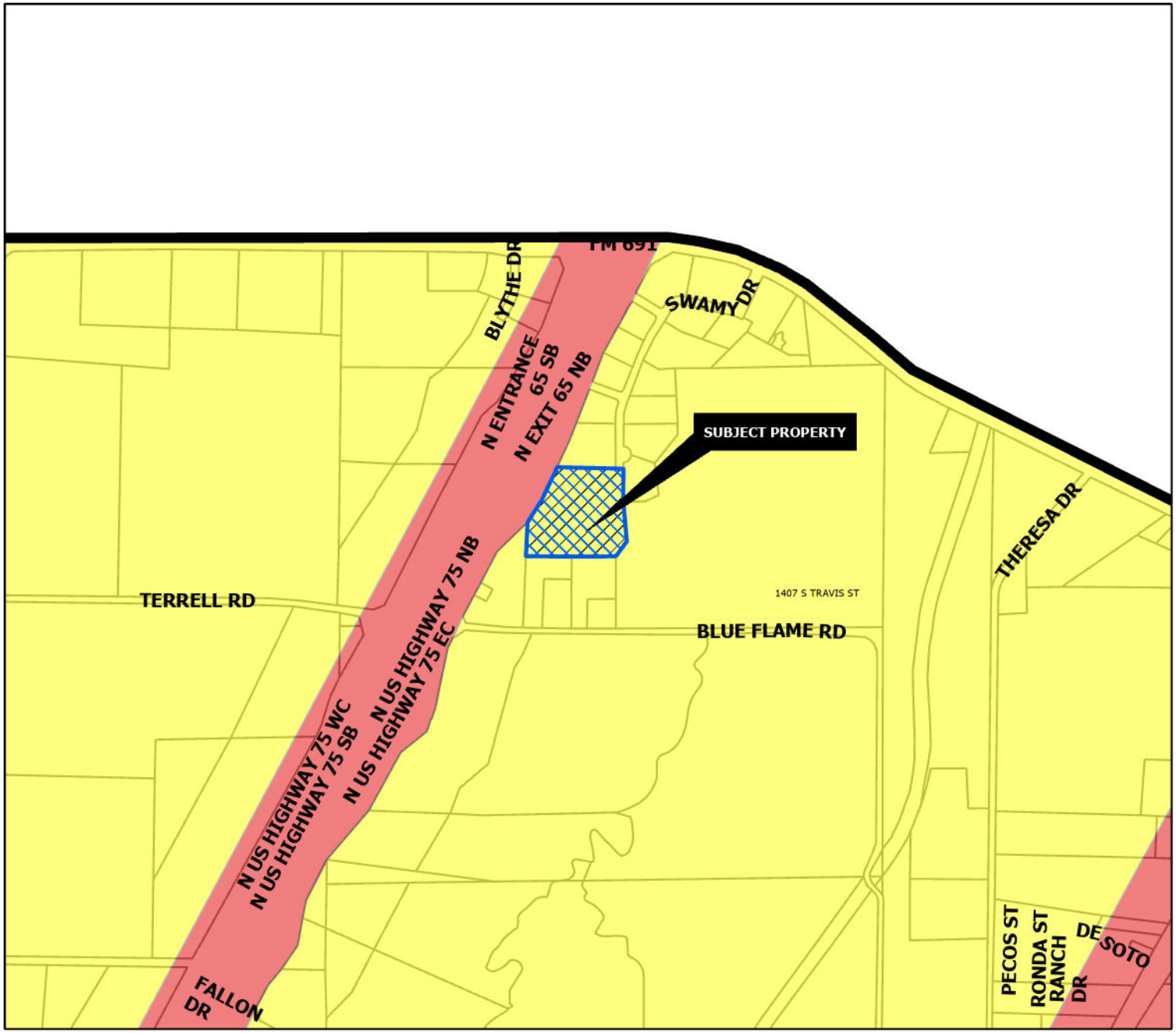
Date: 5/23/2023 1:48 PM

Marlow, Lauren

From: laurenm@cityofsherman.com
To: Patrick Filson
Subject: RE: Property Notification Sign

From: Patrick Filson
Sent: Sunday, June 4, 2023 10:56 AM
To: Marlow, Lauren
Subject: Re: Property Notification Sign

> Sorry I forgot to send you the pictures of the sign that was installed Friday.



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.

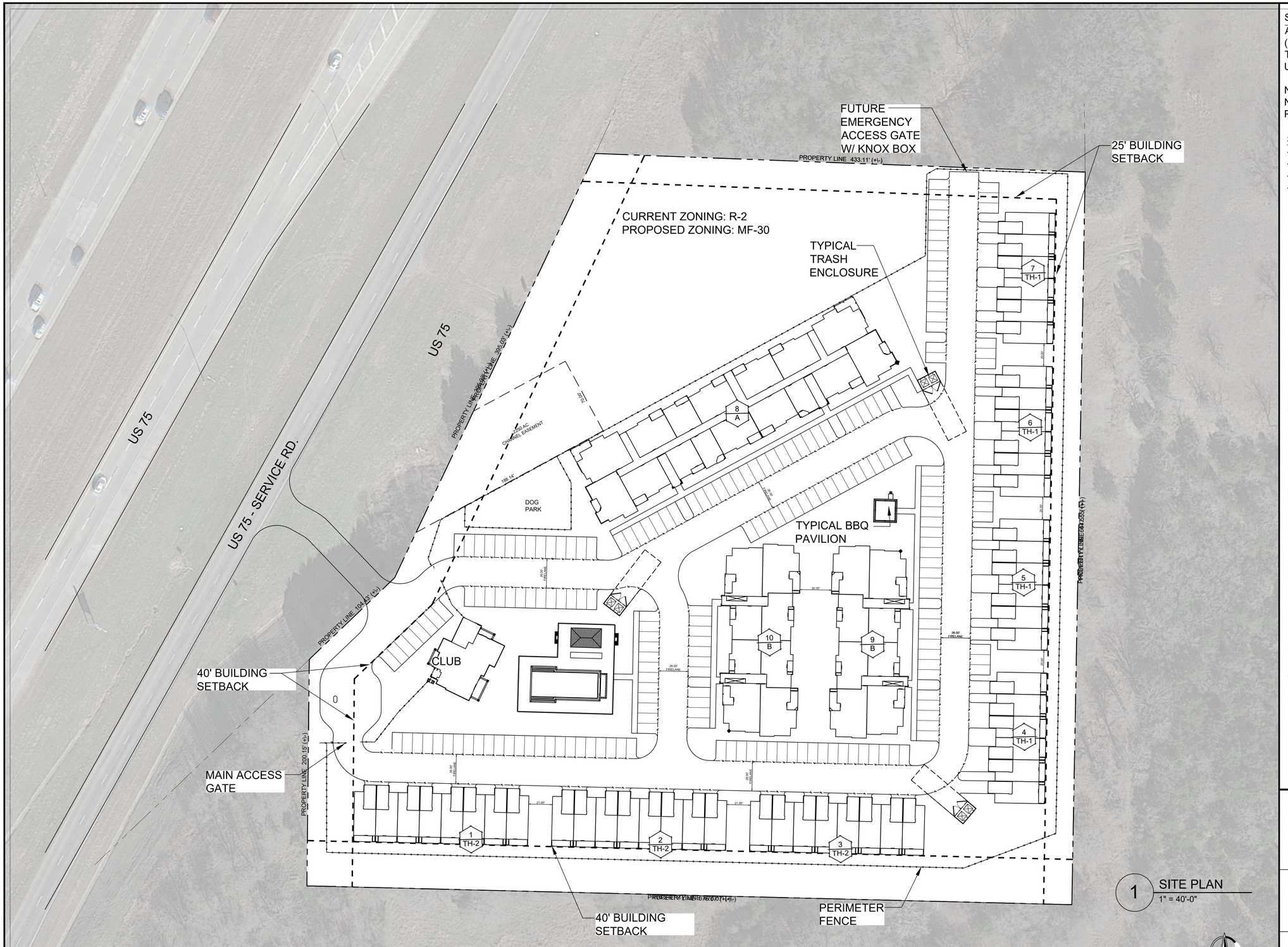
Development Services Department

- 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
6501 BLK N HWY 75

N
W E
S

Date: 5/23/2023 3:33 PM



1 SITE PLAN
1" = 40'-0"

0 40 80
GRAPHIC SCALE (IN FEET)
1 INCH = 40 FT.

SITE DATA

ACRES	8.70
(1) 3 STORY BUILDINGS	965 AVERAGE S.F.
TOTAL UNITS	144
UNITS/ACRE	16.55

NO KNOWN EASEMENTS
NO KNOWN FLOODPLAIN
PARKING REQUIREMENTS NEED TO BE VERIFIED

SITE AMENITIES
- CLUBHOUSE
- POOL
- BBQ AREA
- DOG PARK

BUILDING KEY
1 / A — BUILDING NUMBER / BUILDING TYPE

UNIT TABULATION

TYPE	# UNITS
ONE BEDROOM, ONE BATH	72 (50%)
TWO BEDROOM, TWO BATH	66 (46%)
THREE BEDROOM, TWO BATH	6 (4%)
TOTAL	144 (100%)

BUILDING TABULATION

TYPE	# BLDGS.	# STORIES	UNITS/BLDG.
A	1	3	48
B	2	3	24
TH-1	4	2	6
TH-2	3	2	8
TOTAL	10		

TOTAL GROSS AREA PER BUILDING
BLDG A = 56,862 SQ. FT. ALL FLOORS
BLDG B = 29,880 SQ. FT. ALL FLOORS
TH-1 = 11,004 SQ. FT. ALL FLOORS
TH-2 = 14,972 SQ. FT. ALL FLOORS
CLUB = 3,200 SQ. FT.
TOTAL BUILDING GROSS = 208,754 SQ. FT. (ALL FLOORS
SITE TOTAL AREA = 8.70 ACRES OR 378,972 SQ. FT.

PARKING REQUIRED

1.5 PER ONE BEDROOM	108
2 PER TWO BEDROOM	132
2.5 PER THREE BEDROOM	15
TOTAL	255

PARKING PROVIDED

CLUBHOUSE	8
RESIDENCE	193
TOWN HOME GARAGES	48
TOWN HOME TANDUMS	24
TOTAL	273

PARKING RATIO = 1.90

PARKING SPACES

PARKING SPACE @ LANDSCAPE AREAS OR GRASS AREAS	9'-0" X 18'-0"	18' / 9'
PARKING SPACE @ SIDEWALKS OR IN FRONT OF BUILDINGS	9'-0" X 20'-0"	20' / 9'

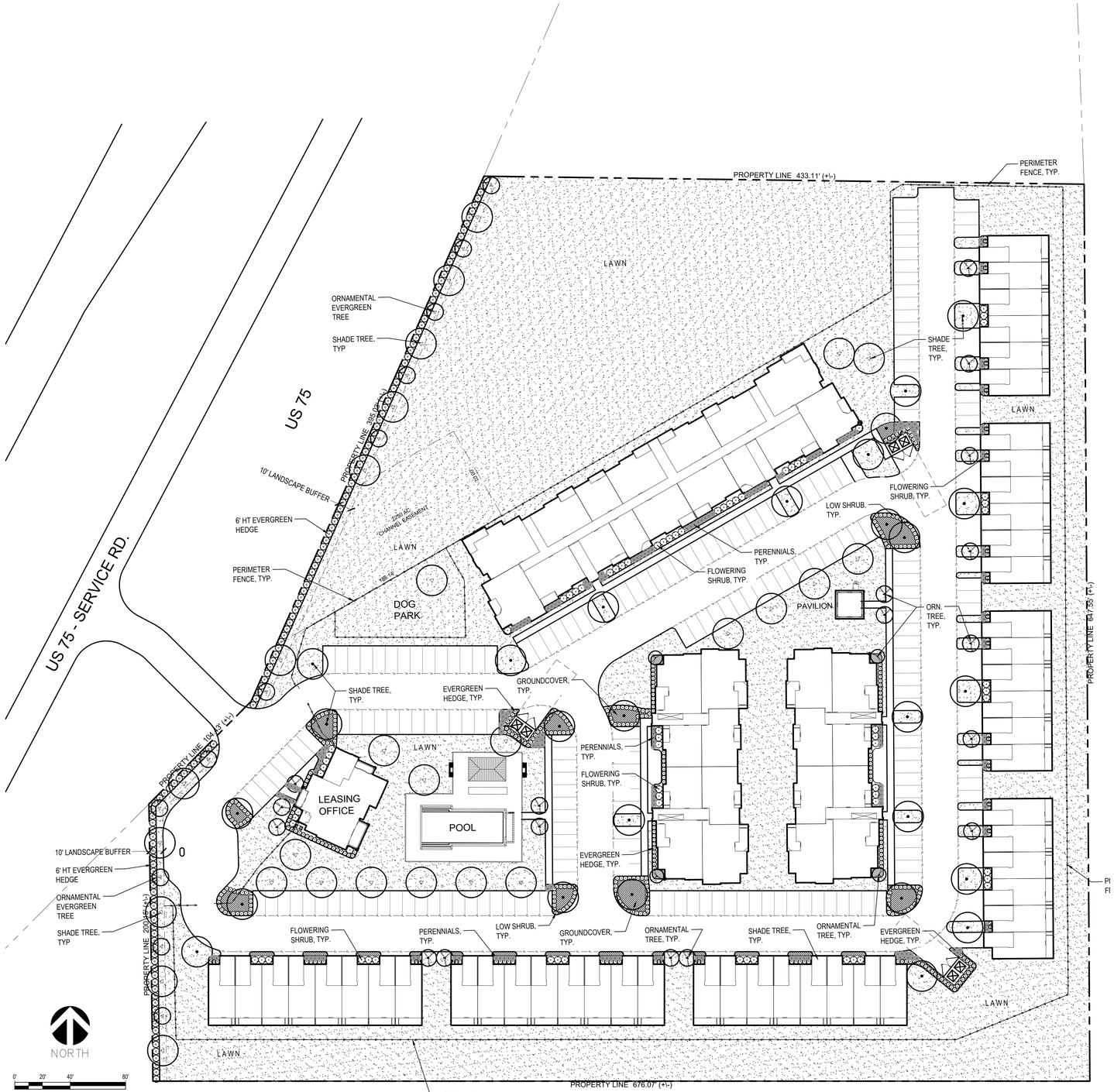
BRET FLORY
1255 W. 15th STREET
PLANO, TEXAS 75075
PH: 972.467.9749

SHERMAN APARTMENTS - TOWN HOMES

CONCEPTUAL SITE PLAN #02

SHERMAN, TEXAS

DRAWN:	PROJECT #:	DATE:
A.M.	SCHE	2023.04.15



NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

PLANTINGS TO BE FROM THE FOLLOWING:

SHADE TREES (2" CAL. MIN):	SHRUBS / PERENNIALS:
BIGTOOTH MAPLE	DWARF BURFORD HOLLY
CADDO MAPLE	DWARF YAUPON
PECAN	FLOWERING QUINCE
REDBUD	FOSTER HOLLY
DESERT WILLOW	GLOSSY ABELIA
ARIZONA CYPRESS	JAPANESE BARBERRY
TEXAS PERSIMMON	LIRIOPE
YAUPON HOLLY	MONDO GRASS
EASTERN RED CEDAR	NANDINA
CREPE MYRTLE	PAMPAS GRASS
SWEETGUM	PHOTINIA
SOUTHERN MAGNOLIA	RED BARBERRY
CHINESE PISTACHIO	RED YUCCA
MEXICAN PLUM	SEA GREEN JUNIPER
TEXAS OAK	SPIRAEA
BUR OAK	TEXAS SAGE
LIVE OAK	VARIEGATED PRIVET
BALD-CYPRESS	
WINGED ELM	
CEDAR ELM	
LACEBARK ELM	
TEXAS ASH	

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

SITE DATA

ACREAGE TOTAL	=	8.7 AC
ZONING		RESIDENTIAL

LANDSCAPE CALCULATIONS

LANDSCAPE AREA
REQUIRED: 10% OF TOTAL PARKING AREA W/ 40% IN PARKING ISLANDS
PARKING + DRIVE ISLES = 94,480.5 SF
REQUIRED: 94,480.5 x 0.10 = 9,448.05 SF
LANDSCAPE AREA PROVIDED: 183,325 SF

PARKING ISLAND AREA
REQ'D = 9,448.05 X 0.40 = 3,779.22 SF
PARKING ISLAND AREA PROVIDED: 13,685 SF

HIGHWAY LANDSCAPE BUFFER
10' WIDE IRRIGATED LANDSCAPE STRIP, 60% EVERGREEN MIN.
6' HT CONTINUOUS EVERGREEN PROVIDED
SHADE TREES / EVERGREEN ORNAMENTAL TREES PROVIDED

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

PRELIMINARY

SHARON STACHECKI, ASLA
TX REGISTRATION #3682

NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

BRET FLORY
1255 W. 15th STREET
PLANO, TEXAS 75075
PH: 972.467.9749

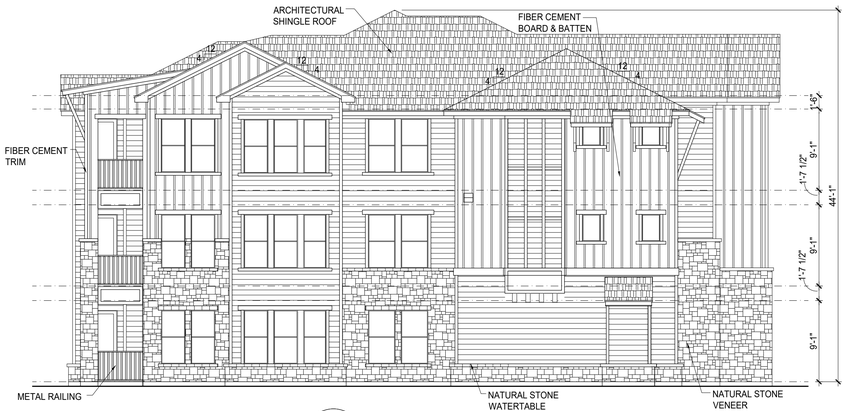
SHERMAN APARTMENTS - TOWN HOMES

LANDSCAPE CONCEPT

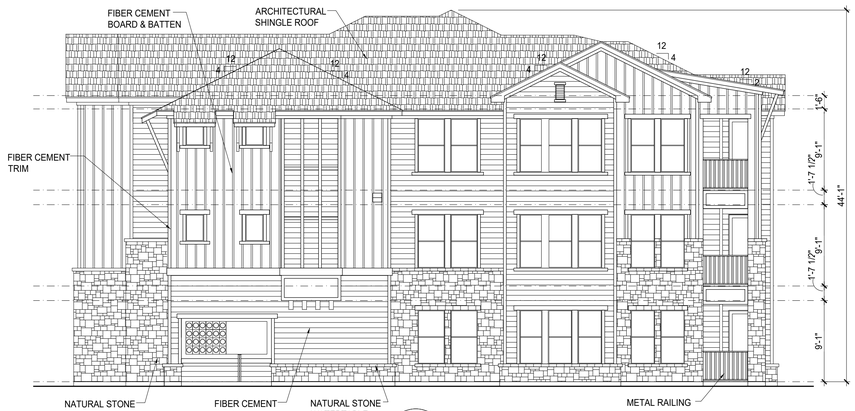
SHERMAN, TEXAS

DRAWN:	PROJECT #:	DATE:
SS	SCHEM	23.06.09

04 BUILDING 'B' - REAR ELEVATION
SCALE: 1/8" = 1'-0" 1 REQ'D



03 BUILDING 'B' - LEFT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQ'D



02 BUILDING 'B' - RIGHT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQ'D

01 BUILDING 'B' - FRONT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQ'D

Cross architects

SHERMAN APARTMENTS
SHERMAN, TEXAS

DATE: 05.01.2023

A2.0
BUILDING 'B' EXTERIOR ELEVATIONS

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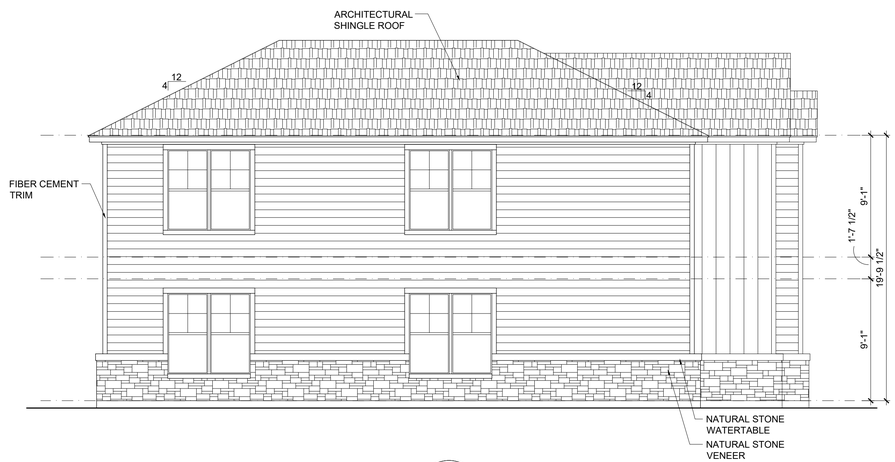
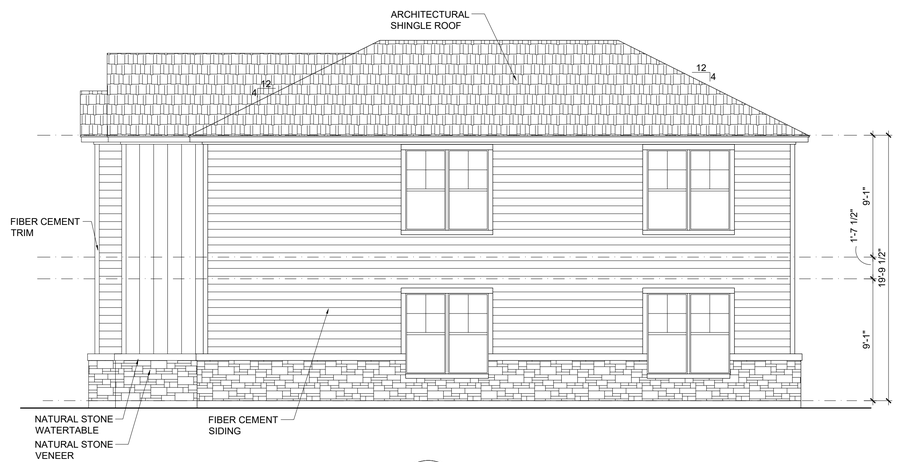
04 TYPICAL TOWNHOME - REAR ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D



03 TYPICAL TOWNHOME - LEFT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D



02 TYPICAL TOWNHOME - RIGHT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D

01 TYPICAL TOWNHOME - FRONT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQ'D

Cross architects

SHERMAN APARTMENTS
SHERMAN, TEXAS

DATE: 05.01.2023

A3.0
TYPICAL TOWNHOME EXTERIOR ELEVATIONS

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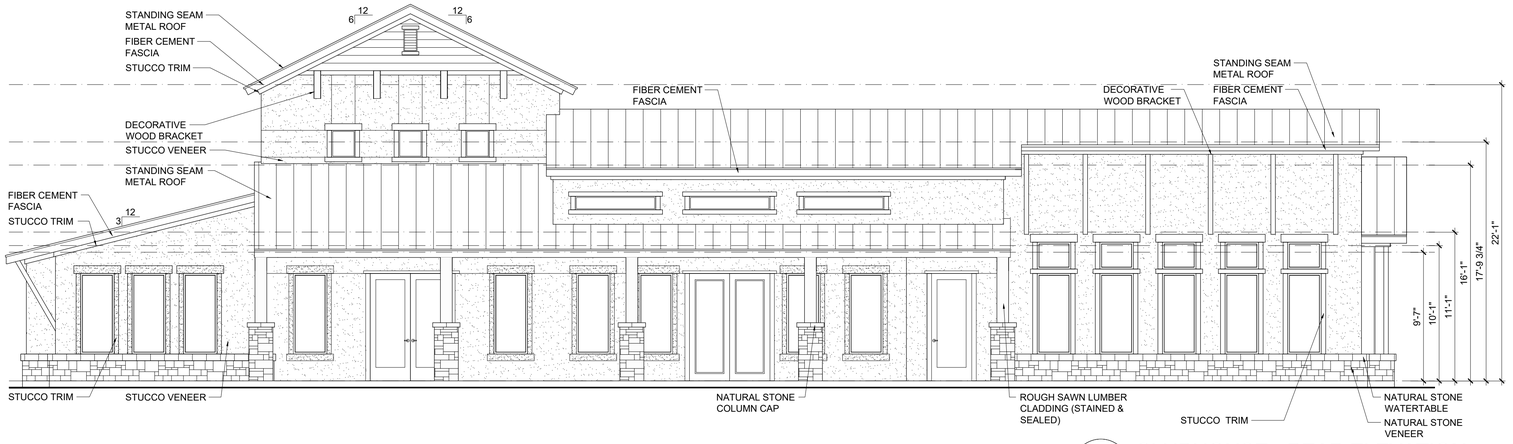
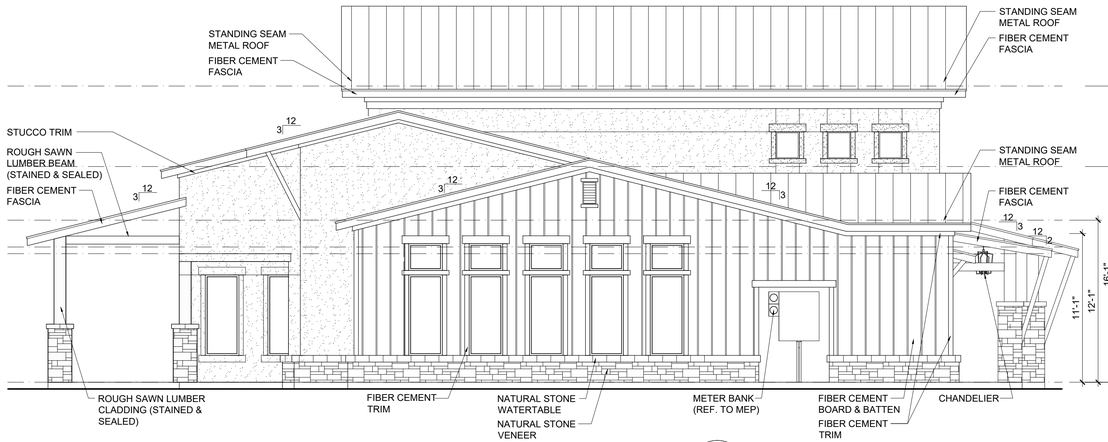
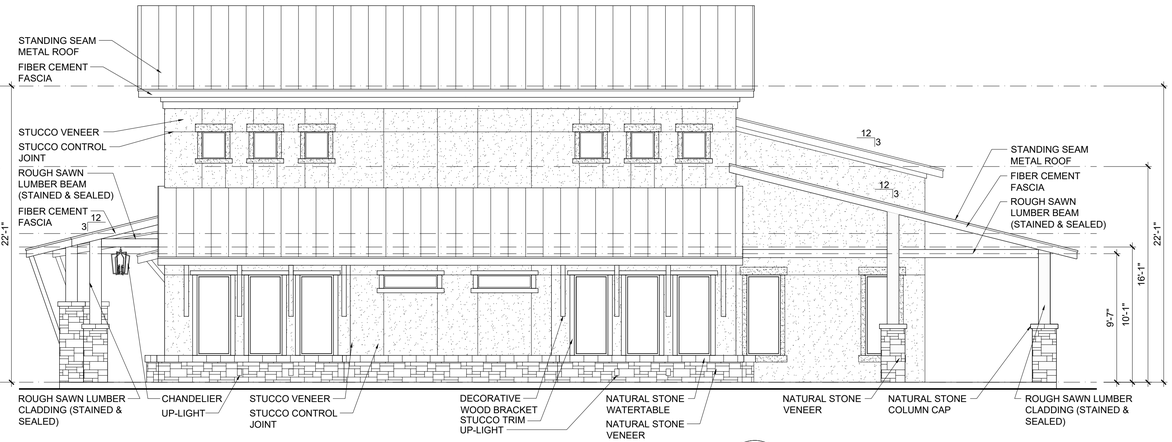


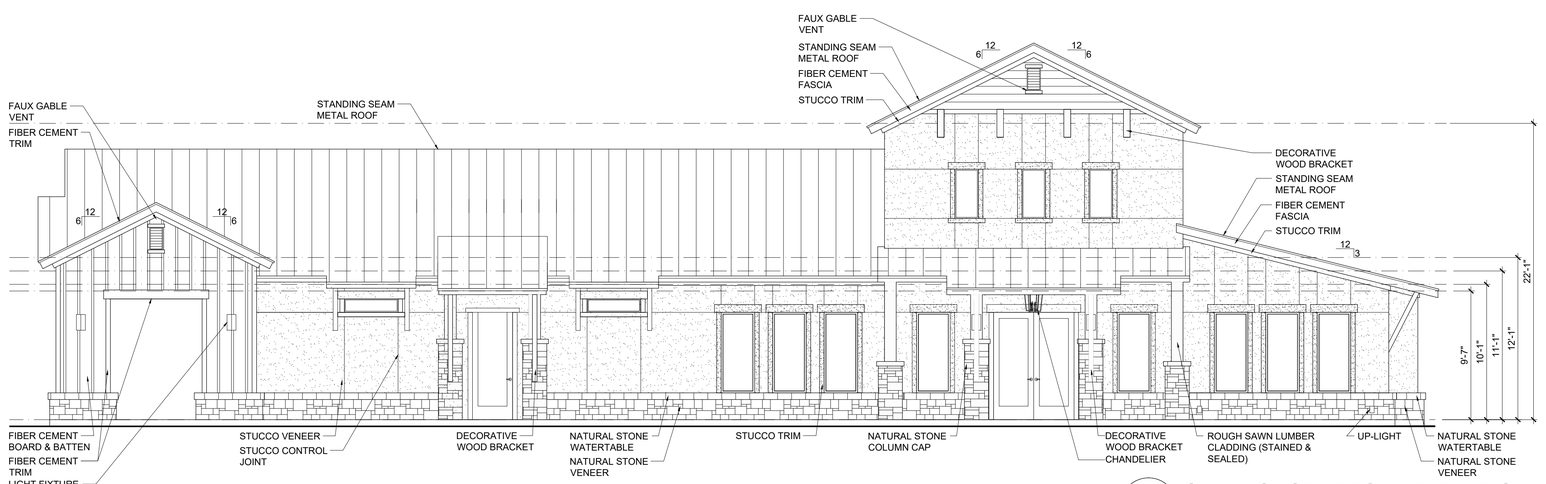
04 CLUBHOUSE - REAR ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D



03 CLUBHOUSE - LEFT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D



02 CLUBHOUSE - RIGHT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D



01 CLUBHOUSE - FRONT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQ'D

Cross architects

SHERMAN APARTMENTS
SHERMAN, TEXAS

DATE: 05.01.2023

A4.0
CLUBHOUSE EXTERIOR ELEVATIONS

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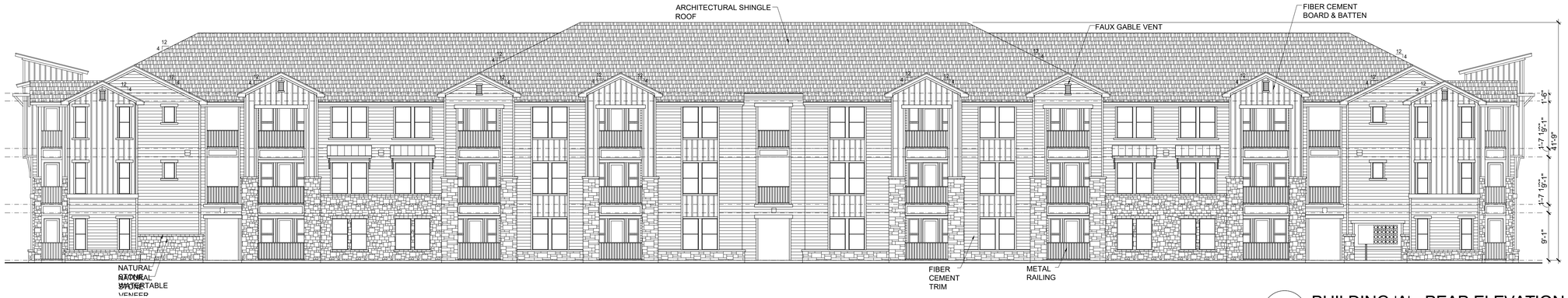
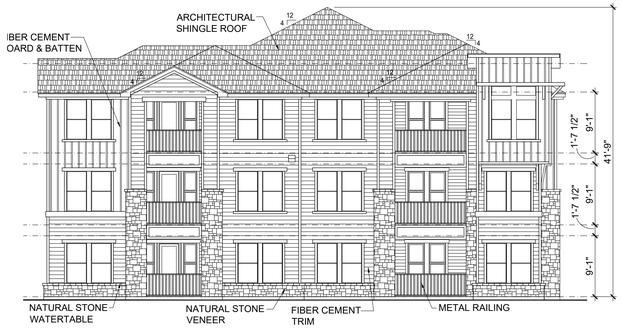
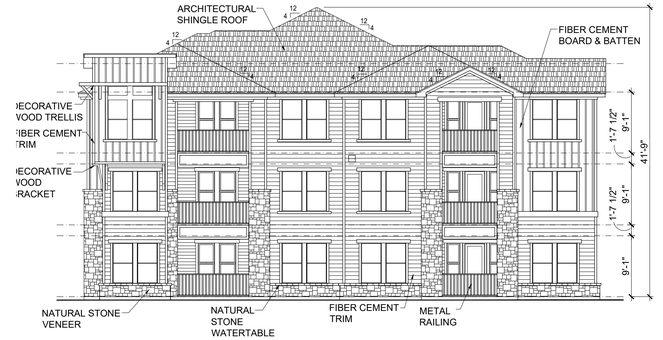


04 BUILDING 'A' - REAR ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D



03 BUILDING 'A' - LEFT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D



02 BUILDING 'A' - RIGHT ELEVATION
SCALE: 3/16" = 1'-0" 1 REQ'D

01 BUILDING 'A' - FRONT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQ'D

Cross architects

SHERMAN APARTMENTS
SHERMAN, TEXAS

DATE: 05.01.2023

A1.0
BUILDING 'A' EXTERIOR ELEVATIONS

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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

June 13, 2023

Sent via Email

Patrick Filson
5200 State Highway 121
Colleyville, TX 76034

Maruti Interests
3005 Clearpoint Drive
Flower Mound, TX 75022

Dear Applicants,

The request of Public Hearing, Site Plan and Zone Change from an R-6 (Single Family Residential) District to an MF-30 (Multi Family Residential) District located in the 6501 Block North Highway 75 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 20, 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 and 14.03.001)*
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 and 14.03.001)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. 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.
7. 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

8. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
9. This site plan is dependent on completion of Swamy Drive. Code of Ordinances Chapter 10, Exhibit A, Secs. 12(B)(k)(1); 12(B)(k)(5); 13(A)(1)
10. Access Easement is required to egress onto Swamy Drive. Code of Ordinances Chapter 10, Exhibit A, Sec. 12
11. Secondary Exit does not line up with development North of subject property.
12. 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

13. Fire Lanes do not appear to meet City Ordinance. 26' Fire Lanes are required for 3-story buildings. Code of Ordinances Chapter 3.02.002(c)
14. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
15. The location of the trash receptors must be approved by the Public Works Department.
16. Internal water and wastewater lines will be privately owned and maintained.
17. City 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)
18. 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)
19. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.

It is the policy of 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, do not hesitate to contact Development Services at 903-892-7229 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. 20.

Meeting Date: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

6501BLOCK NORTH HIGHWAY 75 (Project No. 23-003045)

The request of Maruti Interests (Owner), Patrick Filson (Representative) and Sartin & Associates, Inc. (Surveyor) concerning the property located in the 6501 Block North Highway 75, consisting of 8.68 acres, being in the A.C. Smith Survey, Abstract No. 1561, and currently zoned R-6 (Single Family Residential) District, as follows:

Planning and Zoning Commission

Public Hearing, Site Plan and Zone Change from an R-6 (Single Family Residential) District to an MF-30 (Multi Family Residential) District.

Background:

The property is located in the 6501 Block North Highway 75 between Blue Flame Road and FM 691 . The owner is requesting a Zone Change from a R-6 (Single Family Residential) District to an MF-30 (Multi Family Residential) District.

Adjacent Zoning:

C-2 (General Commercial) District
C-1 (Retail Business) District
R-6 (Single Family Residential) District

Origination:

Maruti Interests (Owner)
Patrick Filson (Representative)
Sartin & Associates, Inc. (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:

5

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Survey
Site Plan
Landscape Plan
Multi-Family Elevations
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6616

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.131 acres in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, Located at 419 South Montgomery Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, (Jason Earnhart, Earnhartbuilt, LLC, Owners; 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 Jason Earnhart, Earnhartbuilt, LLC (Owner) and Copley Land Surveying (Surveyor) concerning the property located at 419 South Montgomery Street, consisting of 0.131 acres in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification

Background:

The property is located at 419 South Montgomery Street between East Cherry Street and East Magnolia Street. The owner is requesting a Zone Change from an R-6 (Single-Family Residential) District to a R-5 (Single-Family Residential) District to construct a single-family home at this location.

Origination:

Jason Earnhart, Earnhartbuilt, LLC (Owner)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 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.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6616
Exhibit A
Location Map
Zoning Map
Property Sign
Future Land Use Map
Narrative
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6616

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 0.131 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 419 SOUTH MONTGOMERY STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (JASON EARNHART, EARNHARTBUILT, LLC, OWNERS; 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 419 South Montgomery 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 17th day of July 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

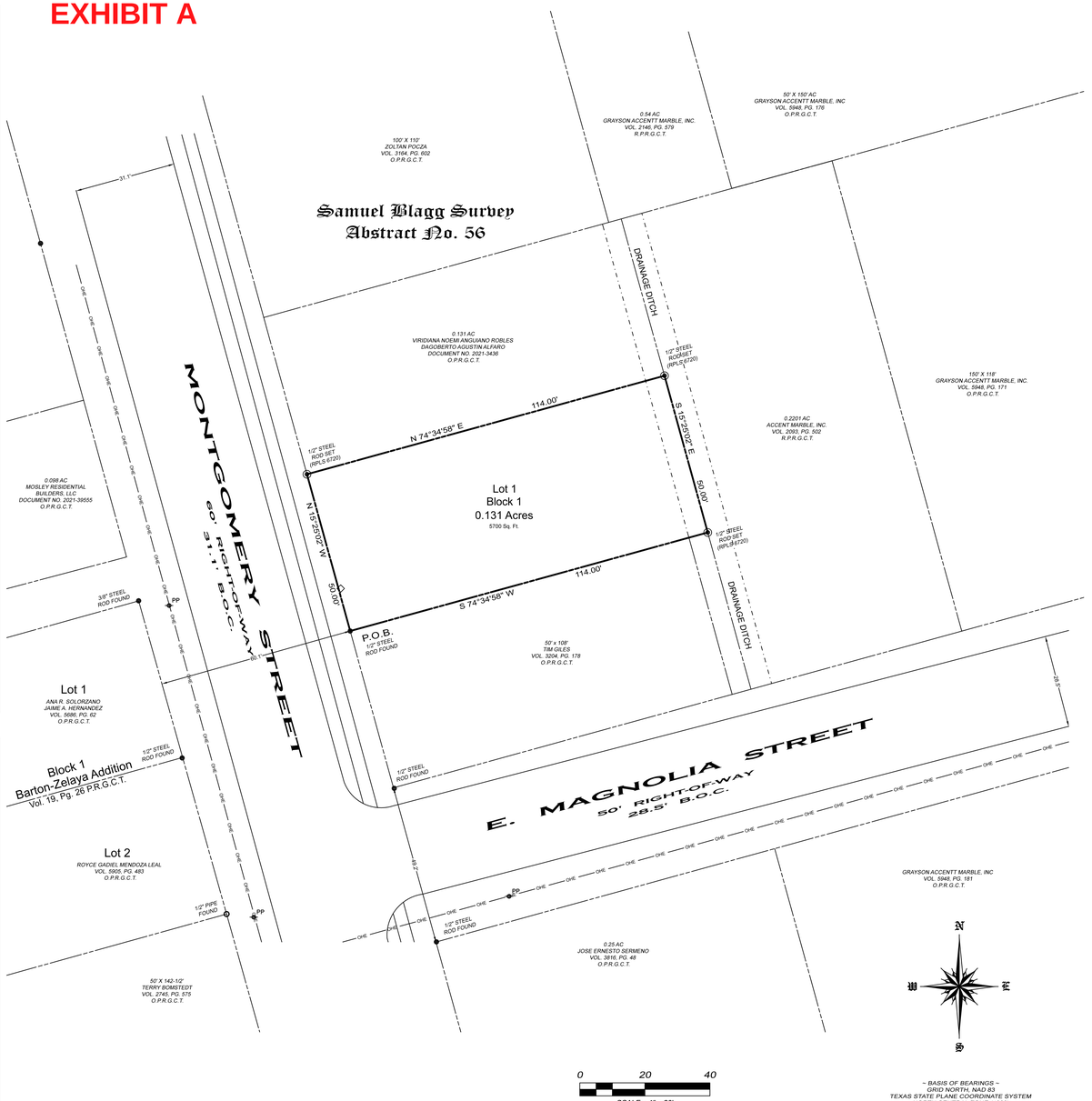
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

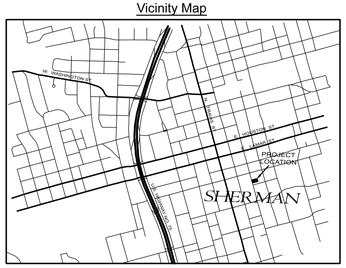
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A



Vicinity Map



Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
EARNHARTBUILT, LLC
2903 WOODLAWN BLVD.
DENISON, TEXAS 75020

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75090

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

Purpose:
The purpose of this is to Plat this 0.131 acre tract.

Legal Description

Situated *in the City of Sherman, County of Grayson, State of Texas being a part of the Samuel Blagg Survey, Abstract No. 56, and being the same 0.131 acre tract of land conveyed to Earnhartbuilt, LLC by deed of record in Document No. 2021-10717, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:*

Beginning *at 1/2" steel rod found in the east line of a Montgomery Street maintaining the southwest corner of said 0.131 acre Earnhart Tractand the northwest corner of a 50' x 108' tract conveyed to Tim Giles by deed of record in Volume 3204, Page 178, Official Public Records, Grayson County, Texas;*

Thence ***North 15°25'02" West****, along the east line of said Montgomery Street and the west line of said 0.131 acre tract, a distance of* ***50.00 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of the herein described tract and the southwest corner of a 0.131 acre tract conveyed to Viridiana Noemi Anguiano Robles and Dagoberto Agustin Alfaro, by deed of record in Document No. 2021-3436 of said Official Public Records;*

Thence ***North 74°34'58" East****, along the north line of said 0.131 acre Earnhartbuilt Tract and the south line of said 0.131 acre Robles Tract, a distance of* ***114.00 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in a drainage ditch for the northeast corner of said 0.131 acre Earnhartbuilt Tract the southeast corner of said 0.131 acre Robles Tract and the west line of a 0.2201 acre tract of land conveyed to Accent Marble, INC by deed of record in Volume 2093, Page 502, of said Official Public Records;*

Thence ***South 15°25'02" East****, along said drainage ditch, the east line of said 0.131 acre Earnhartbuilt Tract and the west line of said 0.2201 acre tract, a distance of* ***50.00 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the drainage ditch for the southeast corner of said 0.131 acre Earnhartbuilt Tract;*

Thence ***South 74°34'58" West****, along the south line of said 0.131 acre Earnhartbuilt Tract and the north line of said 50' x 108' tract a distance of* ***114.00 feet*** *to the* ***Point-of-Beginning*** *and containing* ***0.131 acres*** *of land.*

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Preliminary

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Date

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, EARNHARTBUILT, LLC, 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 Earnhartbuilt's 11th, 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 Earnhartbuilt's 11th, 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: EARNHARTBUILT, LLC

By:_____
JONATHAN EARNHART

By:_____
JASON EARNHART

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, EARNHARTBUILT, LLC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Final Plat of EARNHARTBUILT'S 11TH, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this ____day of _____ _____, 2023.

_____
JONATHAN EARNHART

_____
JASON EARNHART

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JONATHAN EARNHART known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ _day of_____, 2023.

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JASON EARNHART known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ _day of_____, 2023.

_____
Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of EARNHARTBUILT'S 11TH, an addition to the City of Sherman, Texas, was submitted to the City Council 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 herein above subscribed.

Witness my hand this____ day of _____, _____ ,2023.

_____
Clerk, City of Sherman, Texas

Approved this _____ day of _____,2023, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman *Secretary*

Accepted by the City Council of the City Sherman.

_____ _____
Mayor, City of Sherman, Texas *Date*

Preliminary Plat of
Earnhartbuilt's 11th
an addition to
the City of Sherman
Grayson County, Texas

3/13/2023

dlagrone H:\PLANNING\Public Notification KT.aprx

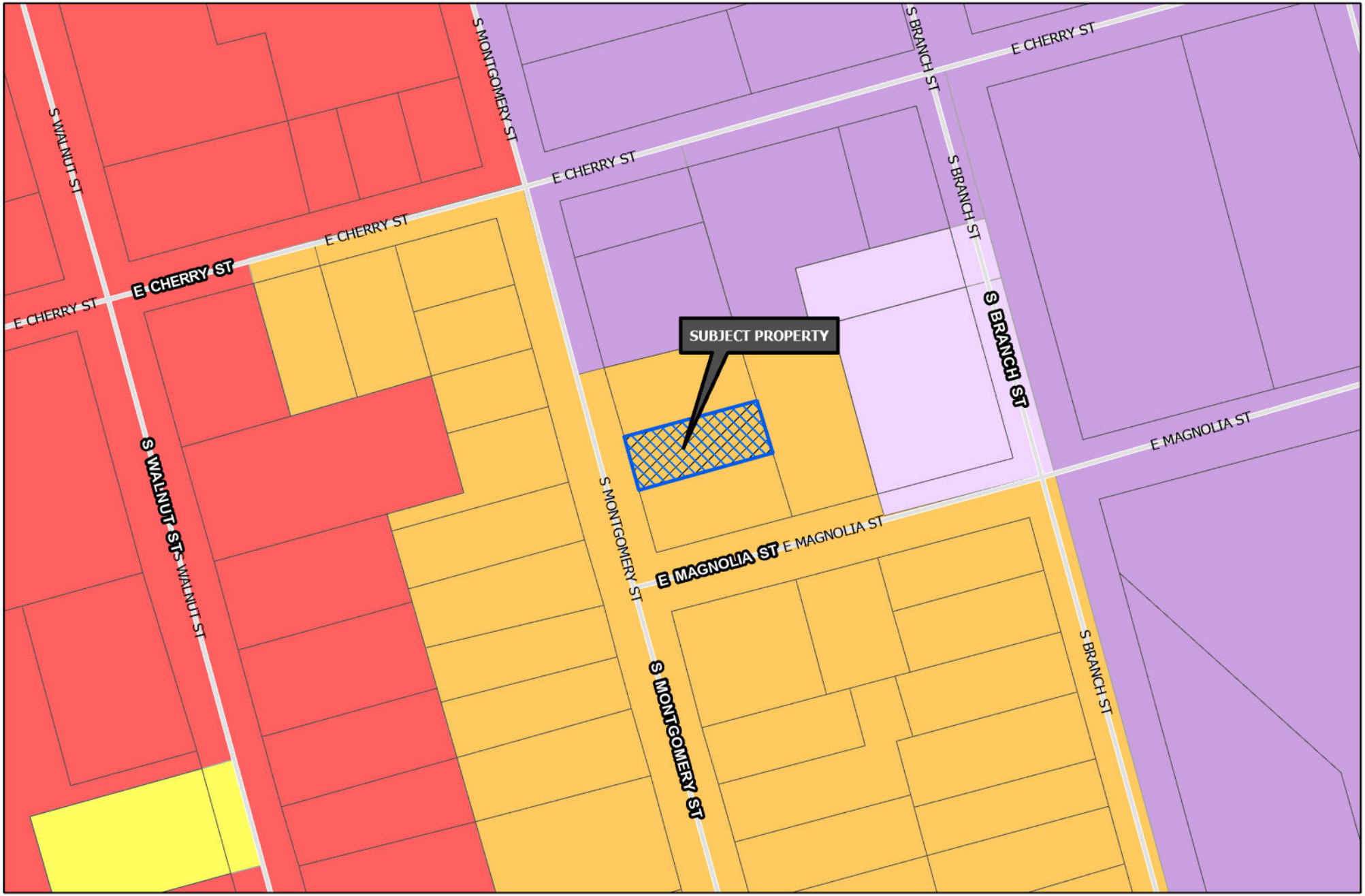
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
419 S MONTGOMERY ST

N
W E
S

Date: 3/20/2023 11:37 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

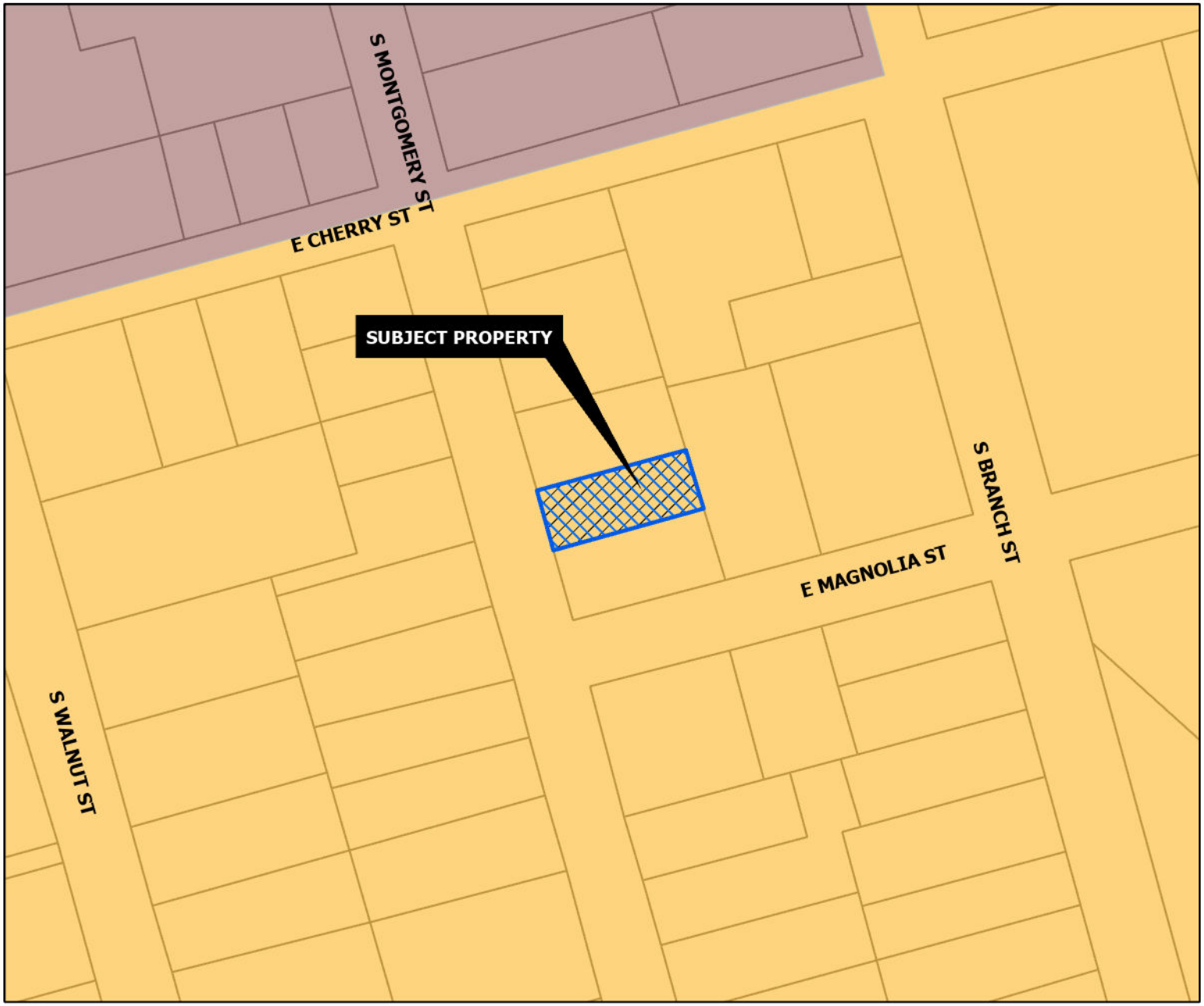
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- 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
419 S MONTGOMERY ST

N
W E
S

Date: 3/20/2023 11:37 AM

NOTICE OF
PROPOSED ZONING
CHANGE
06/02/2023 12:01 pm



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
419 S MONTGOMERY ST

N
W E
S

Date: 3/20/2023 11:39 AM

earnhartbuilt

March 20, 2023

To: City of Sherman
Development Services Department
Main Number: (903)892-7229
Direct Line: (903)892-7392
Kerri Turner, Development Services Planning Technician
planning@cityofsherman.com

RE: Rezoning Request - 419 S Montgomery Stree Sherman, Texas Grayson County

Hello Kerri,
We are platting this property to build a single-family home and request a zoning change to meet the minimum lot width requirements.

Please let me know if you need further information.

Thank you,
Casey Hollowell
Office Manager
Casey.EarnhartBuilt@gmail.com

EarnhartBuilt, LLC
2903 S Woodlawn Blvd
Denison, Texas 75020
Office - 903.462.0014
Office - 903.337.1264
earnhartbuilt@gmail.com

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

June 13, 2023

Sent via Email

Earnhartbuilt, LLC
Jason Earnhart
2903 S Woodlawn Blvd
Denison, TX 75020

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing and Zone Change from an R-6 (Single Family Residential) District to a R-5 (Single Family Residential) District located at 419 South Montgomery Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 20, 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 (Zone Change):

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.
6. Illegal dirt fill must be removed and verified by Engineering Staff before the Building Permit will be issued.

It is the policy of 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, do not hesitate to contact Development Services at 903-892-7229 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: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

419SOUTH MONTGOMERY STREET (Project No. 23-003049)

The request of Jason Earnhart, Earnhartbuilt, LLC (Owner) and Copley Land Surveying (Surveyor) concerning the property located at 419 South Montgomery Street, consisting of 0.131 acres in the Samuel Blagg Survey, Abstract No. 56, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change from an R-6 (Single Family Residential) District to a R-5 (Single Family Residential) District
B. Preliminary Plat of Earnhartbuilt's 11th

Background:

The property is located at 419 South Montgomery Street between East Cherry Street and East Magnolia Street. The owner is requesting a Zone Change from an R-6 (Single-Family Residential) District to a R-5 (Single-Family Residential) District. The owner would also like to plat the property into one lot for residential development.

Adjacent Zoning:

MF-30 (Multi-Family Residential) District

Origination:

Jason Earnhart, Earnhartbuilt, LLC (Owner)
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:

25

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Preliminary Plat
STAFF REVIEW LETTER - Engineering
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6617

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition, City of Sherman, Grayson County, Texas, Located at 708 and 722 South Rusk Street, Heretofore Zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Rezoning and Placing the Tract in the C-N (Neighborhood Commercial) District Zoning Classification, (Luke Scheibmeir, Owners; 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

Issue:

To consider the request of Luke Scheibmeir (Owner) Chris Noah (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property located at 708 and 722 South Rusk Street, consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Rezoning and Placing the Tract in the C-N (Neighborhood Commercial) District Zoning Classification

Background:

The property is located at 708 and 722 South Rusk Street at the intersection of West Center Street and South Rusk Street. The owner is requesting a Zone Change from a R-6 (Single Family Residential) District and a C-1 (Retail Business) District to a C-N (Neighborhood Commercial) District.

Origination:

Luke Scheibmeir (Owner
Chris Noah (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 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.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6617
Exhibit A
Location Map
Zoning Map
Property Sign
Site Plan
Future Land Use Map
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6617

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 0.517 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING ALL OF LOTS 1, 2 & 3, BLOCK 1 OF POST OAK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 708 AND 722 SOUTH RUSK STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT AND A C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-N (NEIGHBORHOOD COMMERCIAL) DISTRICT ZONING CLASSIFICATION, (LUKE SCHEIBMEIR, OWNERS; 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; 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 708 and 722 South Rusk Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-N (Neighborhood Commercial) 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 17th day of July 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

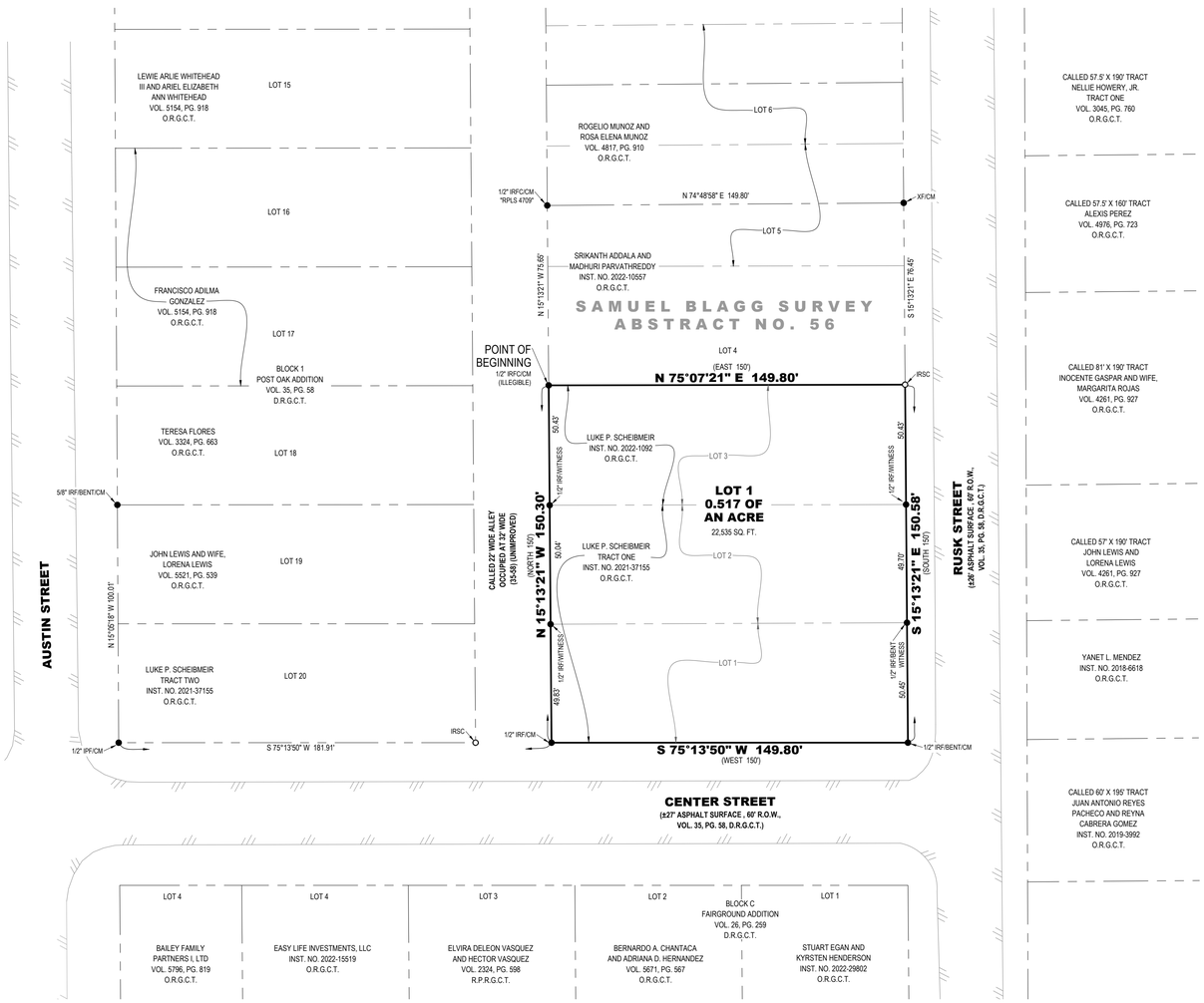
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A

0 15 30
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
IPF	IRON PIPE FOUND
XF	"X" SCRIBED IN CONCRETE FOUND
CM	CONTROLLING MONUMENT
( )	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
INST. NO.	INSTRUMENT NO.
VOL., PG.	VOLUME, PAGE
U.E.	UTILITY EASEMENT
———	BOUNDARY LINE
——— ‹ › ———	ADJOINER LINE
- - - - - - -	EASEMENT
//////	ASPHALT

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 a portion of this property is within "Zone AE" defined as "Areas subject to inundation by the 1% annual chance of flood with base flood elevations determined" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS LUKE P. SCHEIBMEIR is the owner of all of all of that certain tract or parcel of land situated in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, and being all of Lots 1, 2 & 3, in Block 1, of Post Oak Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 35, Page 58, Deed Records, Grayson County, Texas, and being all of a tract of land described in the deed to Luke P. Scheibmeir, recorded in Instrument No. 2021-37155, Official Records, Grayson County, Texas, and being all of a tract of land described in the deed to Luke P. Scheibmeir, recorded in Instrument No. 2022-1092, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with an illegible plastic cap found for the northwest corner of said Scheibmeir Tract (2022-1092), common to the northwest corner of said Lot 3, and common to the southwest corner of Lot 4, in said Block 1, on the easterly line of a called 22 feet wide Alley Way, in said Block 1;

THENCE North 75°07'21" East, with the northerly line of said Scheibmeir Tract (2022-1092), and with the northerly line of said Lot 3, and with the southerly line of said Lot 4, a distance of 149.80 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northeast corner of said Scheibmeir Tract (2022-1092), common to the northeast corner of said Lot 3, and common to the southeast corner of said Lot 4, on the westerly right-of-way line of Rusk Street;

THENCE South 15°13'21" East, with the easterly line of said Scheibmeir Tract (2022-1092), and with the easterly line of said Lot 3, and with the westerly right-of-way line of said Rusk Street, passing en route at a distance of 50.43 feet a 1/2-inch iron rod found for the southeast corner of said Scheibmeir Tract (2022-1092), common to the southeast corner of said Lot 3, and common to the northeast corner of aforesaid Scheibmeir Tract (2021-37155), and common to the northeast corner of said Lot 2, and continuing on said course with the easterly line of said Scheibmeir Tract (2021-37155), and with the easterly line of said Lot 2, passing en route at a distance of 100.13 feet a bent 1/2-inch iron rod found for the southeast corner of said Lot 2, common to the northeast corner of aforesaid Lot 1, and continuing on said course, a total distance of 150.58 feet to a bent 1/2-inch iron rod found for the southeast corner of said Scheibmeir Tract (2021-37155), common to the southeast corner of said Lot 1, and at the intersection of the westerly right-of-way line of Rusk Street and the northerly right-of-way line of Center Street;

THENCE South 75°13'50" West, with the southerly line of said Scheibmeir Tract (2021-37155), and with the southerly line of said Lot 1, and with the northerly right-of-way line of said Center Street, a distance of 149.80 feet to a 1/2-inch iron rod found for the southwest corner of said Scheibmeir Tract (2021-37155), common to the southwest corner of said Lot 1, and common to the southeast corner of aforesaid Alley;

THENCE North 15°13'21" West, with the westerly line of said Scheibmeir Tract (2021-37155), and with the westerly line of said Lot 1, and with the easterly line of said Alley, passing en route at a distance of 49.83 feet a 1/2-inch iron rod found for the northwest corner of said Lot 1, common to the southwest corner of aforesaid Lot 2, and continuing on said course, with the westerly line of said Lot 2, passing en route at a distance of 99.87 feet a 1/2-inch iron rod found for the northwest corner of said Scheibmeir Tract (2021-37155), common to the northwest corner of said Lot 2, and common to the southwest corner of aforesaid Scheibmeir Tract (2022-1092), and common to the southwest corner of aforesaid Lot 3, and continuing on said course, with the westerly line of said Scheibmeir Tract (2022-1092), and with the westerly line of said Lot 3, a total distance of 150.30 feet to the POINT OF BEGINNING and enclosing 0.517 of an acre (22,535 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **LUKE P. SCHEIBMEIR**, does hereby adopt this plat designating the hereinbefore described property as **LITTLE STORE ADDITION, BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK ADDITION**, 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:_____
Luke P. Scheibmeir

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 Luke P. Scheibmeir, 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 **LITTLE STORE ADDITION, BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK 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

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **LUKE P. SCHEIBMEIR**, 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 **LITTLE STORE ADDITION, BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK 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 **LITTLE STORE, ADDITION BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK 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 _____, 20___.

By: _____
Luke P. Scheibmeir

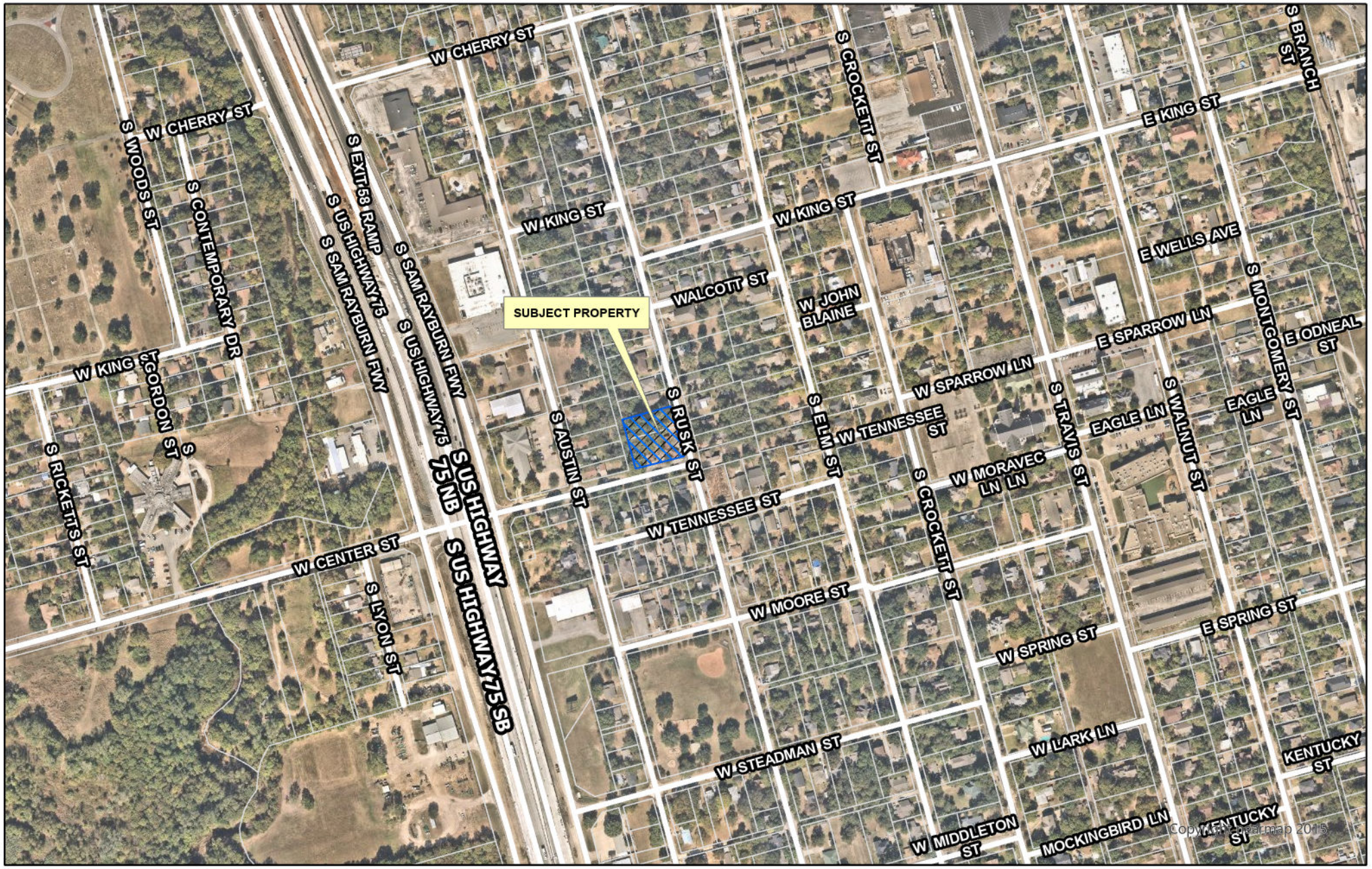
OWNER/DEVELOPER:
Luke P. Scheibmeir
3213 Redbud Trail
Sherman, TX 75092
Ph: 903-271-0007

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

LITTLE STORE ADDITION
BEING A REPLAT OF BLOCK 1 LOTS 1, 2 & 3 POST OAK ADDITION
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
South Rusk 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.	Drawn by: LGT	Scale: 1"=30'	Project No. 21-0616.1
10194175	Checked by: CRN	Date: 05/24/2023	Sheet No. 1 of 1



dlagrone H:\PLANNING\Public Notification KT.aprx

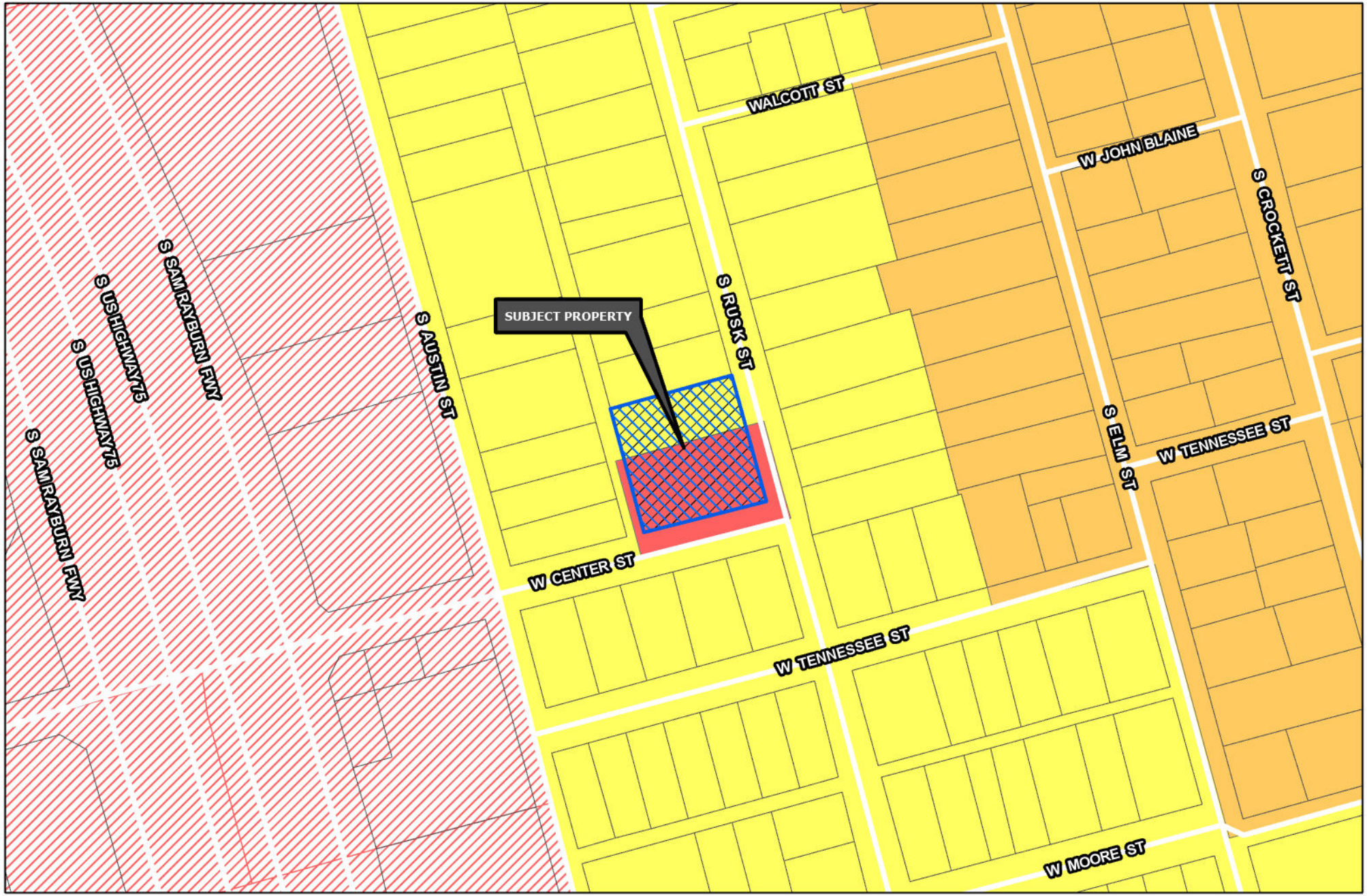
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
708 & 722 S RUSK ST

N
W E
S

Date: 5/26/2023 9:32 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 708 & 722 S RUSK ST

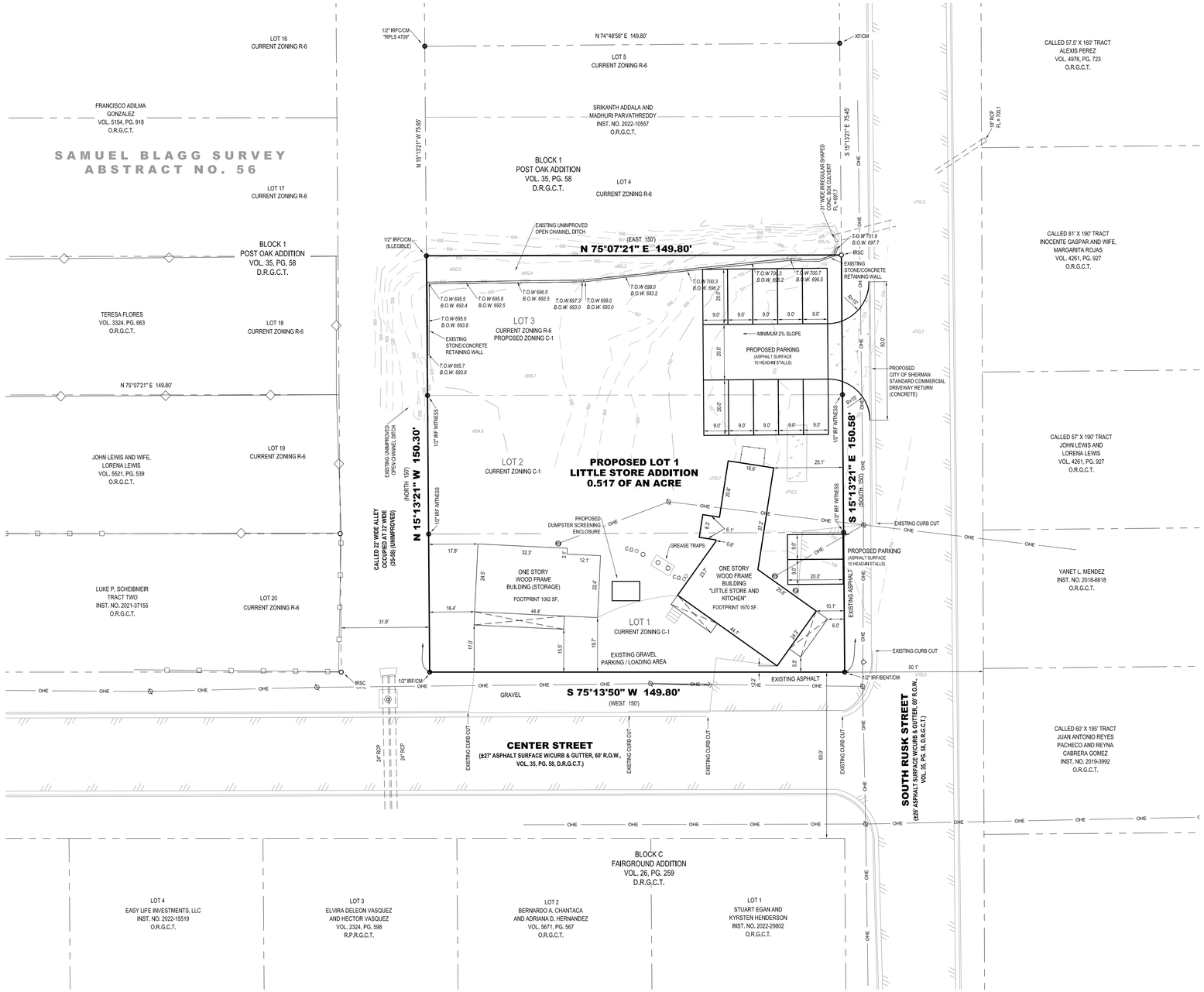
N W E S

Date: 5/26/2023 9:32 AM

Marlow, Lauren

From: Planning
To: Chris Noah
Subject: RE: PROJ ID 23-003055 708/722 S RUSK SIGNAGE

From: Chris Noah
Sent: Friday, June 2, 2023 1:40 PM
To: Planning
Subject: PROJ ID 23-003055 708/722 S RUSK SIGNAGE



REQUIRED PARKING:
12 SPACES (1 SPOT PER 150 SF OF GROSS FLOOR AREA)

PROVIDED PARKING:
12 SPACES

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, Vertical Datum NAVD 1988

GRAPHIC SCALE IN FEET 0 10 20

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
XF	"X" SCRIBED IN CONCRETE FOUND
CM	CONTROLLING MONUMENT
( )	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
Ⓔ	ELECTRIC METER
⊠	UTILITY/POWER POLE
Ⓓ	STORM DRAIN MANHOLE
C.O.	CLEAN OUT
Ⓖ	NATURAL GAS METER
◇	FIRE HYDRANT
RCP	REINFORCED CONCRETE PIPE
T.O.W.	TOP OF WALL ELEVATION
B.O.W.	BOTTOM OF WALL ELEVATION
———	BOUNDARY LINE
———	ADJOINER LINE
——□——□——	WOOD FENCE
——◇——◇——	CHAIN LINK FENCE
//////	ASPHALT
——OHE——	OVERHEAD ELECTRIC/UTILITY

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 a portion of this property is within "Zone AE" defined as "Areas subject to inundation by the 1% annual chance of flood with base flood elevations determined" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

VICINITY MAP (NOT TO SCALE)

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

SITE PLAN FOR PROPOSED PARKING IMPROVEMENTS
FOR LITTLE STORE ADDITION
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
722 South Rusk Street, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontrailllandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: MIA Checked by: CRN	Scale: 1"=20' Date: 05/24/2023	Project No. 21-0616.2 Sheet No. 1 of 1

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
708 & 722 S RUSK ST

N
W E
S

Date: 5/26/2023 9:51 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

June 13, 2023

Sent via Email

Luke Scheibmeir
3213 Redbud Trail
Sherman, TX 75092

Preston Trail Land Surveying
Chris Noah
787 W FM 996
Pottsboro, TX 75076

Dear Applicants,

The request of a Public Hearing and Variance under Section 14.02.016 to allow a 2.2' side setback in lieu of the required 25'; 6' front setback in lieu of the required 25'; and 16.4' rear setback in lieu of the required 25' for the existing structures; a Public Hearing, Site Plan and Zone Change from an R-6 (Single Family Residential) District and a C-1 (Retail Business) District to a C-N (Neighborhood Commercial) District located at 708 and 722 South Rusk Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 20, 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 dumpster/trash enclosure shall be screened. The screening shall be constructed of masonry or similar durable material. *(Sec. 14.04.004(4)(c))*.
4. 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)*
5. 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)*
6. 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.
7. 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

8. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154
9. Parking will not meet City standard. Coordinate with Engineering Department to discuss parking

layout.

10. Parking to be a minimum of 6' from retaining wall.

It is the policy of 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, do not hesitate to contact Development Services at 903-892-7229 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: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

708 AND 722 SOUTH RUSK STREET (Project No. 23-003055)

The request of Luke Scheibmeir (Owner) Chris Noah (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property located at 708 and 722 South Rusk Street, consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.016 to allow a 2.2' side setback in lieu of the required 25'; 6' front setback in lieu of the required 25'; and 16.4' rear setback in lieu of the required 25' for the existing structures.

Planning and Zoning Commission

B. Public Hearing, Site Plan and Zone Change from an R-6 (Single Family Residential) District and a C-1 (Retail Business) District to a C-N (Neighborhood Commercial) District.
C. Replat of Little Store Addition

Background:

The property is located at 708 and 722 South Rusk Street at the intersection of West Center Street and South Rusk Street. The owner is requesting a Variance for the side, front and rear setbacks of the existing structures. The owner is also requesting a Site Plan and Zone Change from a R-6 (Single Family Residential) District and a C-1 (Retail Business) District to a C-N (Neighborhood Commercial) District with a Replat for Little Store Addition.

Adjacent Zoning:

R-6 (Single Family Residential) District
C-1 (Retail Business) District

Origination:

Luke Scheibmeir (Owner
Chris Noah (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:

26

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Site Plan
Replat
STAFF REVIEW LETTER - Engineering
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6618

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Sections 14.02.001 (Zoning Districts Established), 14.02.002 (Zoning Equivalency Table), 14.03.008 (Arts And Cultural Overlay District), 14.03.009 (Central Business District Overlay District), 14.10.001 (Use Chart); Repealing The Arts And Cultural Overlay District; Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Central Business District Overlay District And Establishing New Subdistricts; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider 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 14.02.001 (Zoning Districts Established), 14.02.002 (Zoning Equivalency Table), 14.03.008 (Arts And Cultural Overlay District), 14.03.009 (Central Business District Overlay District), 14.10.001 (Use Chart); Repealing The Arts And Cultural Overlay District; Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Central Business District Overlay District And Establishing New Subdistricts; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Background:

In 2022, the City of Sherman approved the update of the Zoning Ordinance. The 2022 update did not amend any regulations to the overlay districts. This proposed ordinance is primarily focused on updates to the Central Business District Overlay.

The main components of the proposed changes to the Central Business District Overlay include the following:

- The creation of 3 unique sub-districts within the Central Business District Overlay, the Downtown District, the Highway District, and the Grayson County District.
- Architectural regulations that focus new construction and remodels on maintaining the historic character of the downtown.
- Building placement standards for setbacks and building heights

- Permitted uses for each sub-district
- Landscaping
- Screening
- Signs
- Parking Regulations

The proposed ordinance repeals the Arts & Cultural Overlay District which is currently located in the zoning ordinance as subsection 14.03.008 and combines those regulations into Subsection 14.03.009 Central Business District Overlay. This proposed ordinance **does not affect** the current state-sanctioned designation of the **Sherman Cultural District** which was approved by Council in June 2018 under Resolution 6375.

In addition to the changes to the Central Business District Overlay, staff is recommending an amendment to the Use Chart in Article 14.10 of the Zoning Ordinance to allow for vertical residential mixed use in a C-1 District with a Specific Use Permit.

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

At the June 13, 2023 special called meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the proposed ordinance be approved with the following changes:

- Modify the Tattoo Studio use to include it in the Highway Sub-District with a Specific Use Permit.
- Modify the language for murals to not cover any glass doors or windows
- Modify the language that signs on murals cannot have a sign area greater than 300 square feet.

Staff recommends the approval of this ordinance.

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6618

Exhibit A - CBD Boundary

ORDINANCE NO. 6618

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 14.02.001 (ZONING DISTRICTS ESTABLISHED), 14.02.002 (ZONING EQUIVALENCY TABLE), 14.03.008 (ARTS AND CULTURAL OVERLAY DISTRICT), 14.03.009 (CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT), 14.10.001 (USE CHART); REPEALING THE ARTS AND CULTURAL OVERLAY DISTRICT; MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT AND ESTABLISHING NEW SUBDISTRICTS; PROVIDING A PENALTY NOT TO EXCEED $2,000; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Code of Ordinance") for the purpose of prescribing regulations relating to the Central Business District Overlay ("City" or "Sherman"); and

WHEREAS, Sherman has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety and morals of Sherman and is in the best interest of the citizens of Sherman.

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Sections 14.03.008 (Arts and Cultural Overlay District), and 14.03.009 (Central Business District Overlay District) of the Code of Ordinances are amended as follows[1]:

"ARTICLE 14.02 ZONING DISTRICTS

Sec. 14.02.001 Zoning districts established.

…

(5) Overlay districts.

…

[1] Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

(H) *Reserved.* ~~Arts and Cultural Overlay District.~~

…

Sec. 14.02.002 Equivalency table.

The following table identifies zoning districts adopted in previous ordinances and the District that now applies in this Chapter to those Districts.

Prior Zoning District	**Current Zoning District**
R-A – (Single-Family Agricultural) District	R-A - Residential Agricultural District
	R-E - Estate Residential District
	R-12 - Single-Family Residential District
R-1 (One-Family Residential) District SF-1 (Single-Family Residential) District	R-6 - Single-Family Residential District
	R-5 - Single-Family Residential District
	R-4 - Patio Home Residential District
	R-2F - Duplex Residential District
	R-TH - Townhome Residential District
	MF-15 - Multi-Family Residential District
R-2 (Multi-Family Residential) District	MF-30 - Multi-Family Residential District
MH (Manufactured Housing) District	MH - Manufactured Housing District
	C-N - Neighborhood Commercial District
C-O (Office) District	C-O - Office District
C-1 (Retail Business) District	C-1 - Retail Business District
C-2 (General Commercial) District	C-2 - General Commercial District
M-1 (Light Manufacturing) District	M-1 - Light Manufacturing District
M-1.5 (Medium Manufacturing District)	M-1.5 - Medium Manufacturing District
M-2 (Heavy Manufacturing) District	M-2 - Heavy Manufacturing District
PD (Planned Development) District	PD (Planned Development) District
O-1 (75 & 82) Overlay District	75 & 82 Overlay District
O-1.1 (F.M. Highway 1417) Overlay District	F.M. Highway 1417 Overlay District
O-1.2 (Sam Rayburn) Overlay District	Sam Rayburn Overlay District
O-1.3 (F.M. Highway 691) Overlay District	F.M. Highway 691 Overlay District
O-1.4 (State Highway 289) Overlay District	State Highway 289 Overlay District
College Park Overlay District	College Park Overlay District
Blalock Commercial Overlay District	Blalock Commercial Overlay District
~~A&C (Arts and Cultural) Overlay District~~	~~Arts and Cultural Overlay District~~
Central Business District Overlay	Central Business District Overlay

"**ARTICLE 14.03 OVERLAY ZONING DISTRICTS**

Sec. 14.03.008 *Reserved* ~~Arts and Cultural Overlay District~~

~~The A&C (Arts and cultural overlay) District is primarily to promote the arts and cultural uses in the City. This district includes all lands as described herein: A point of beginning at the railroad right-of-way and Walnut Street, South on Walnut to Pecan Street, West on Pecan to Elm Street, South on Elm to Laurel, West on Laurel to Rusk Street, North on Rusk to Washington Street, West on Washington to Sam Rayburn Freeway, North on Sam Rayburn Freeway to the railroad right-of-way, and east along the railroad right-of-way to Walnut Street.~~

~~(1) Purpose~~. ~~The development of the Arts and Cultural Overlay District offers significant~~

~~economic and recreational opportunities for the City and its citizens. Businesses of art and cultural significance and compatible uses may be consolidated in this district to enhance and complement each other. The development standards will make the City a more desirable place to live and conduct business.~~

~~(2) Permitted uses. Permitted uses are limited to the following list, however any other use and/or sign may be permitted in the Arts and Cultural Overlay District if it is compatible with the district and is approved by exception by the Planning and Zoning Commission.~~

~~Aesthetic garden Arts studio~~
~~Accessory residential (One off-street parking space per unit required) Bank and lending institution~~
~~Church Community center Dance studio~~
~~Farmers market, indoor or outdoor Movie and cinema~~
~~Museum Music shop Office~~
~~Office, government Parking structure and lot~~
~~Restaurants, indoor and outdoor seating Retail use, indoor~~
~~Stage, outdoor~~
~~Storage of goods or merchandise used in, produced by, or normally carried in stock in conjunction with any permitted use in the district~~
~~Theater and playhouse Trolley and taxi stop~~
~~Other uses approved by the planning and Zoning Commission.~~

~~(3) Parking regulations. Parking is not required in the Arts and Cultural Overlay District except for residential uses.~~

~~(4) Area regulations. Lot size and coverage shall be in conformance with the primary designated zoning district.~~

Sec. 14.03.009 Central Business District Overlay ~~District~~

(1) Introduction.

(a) The Central Business District Overlay is intended to protect the aesthetic and visual character of Sherman's downtown through the establishment of three distinct sub-districts: The Downtown District, the Highway District and the Grayson County District.

(b) The Central Business District Overlay is intended to provide a location for a mix of land uses including general commercial and retail activities, office as well as multi-family in the downtown area. Developments in the Central Business District are typically smaller in size but are critical to the business and entertainment of the entire City.

(c) Any other standards, regulations or requirements within this Overlay shall override those in the base zoning district in the event of a conflict not addressed above. Standards, regulations or requirements of the base zoning district not augmented or otherwise supplemented by this Overlay will continue to prevail. Notwithstanding any statement to the contrary in this subsection, standards, regulations or requirements of any planned development district within this Overlay shall prevail in the event they conflict with standards, regulations or requirements of this Overlay.

(2) Boundary Areas.

(a) Area boundaries. The Central Business District Overlay is established on property as shown on the official zoning map and as depicted in Exhibit A, attached hereto and incorporated herein by reference being described as all property within the area from the center of the right of way of Montgomery

Street from the center of the railroad tracks south to the center of the right of way of Cherry Street, the center of the right of way of Cherry Street west to the center of the right of way of Elm Street, the center of the right of way of Elm Street north to the center of the right of way of Jones Street, the center of the right of way of Jones Street west to the center of the right of way of U.S. Highway 75, the center of the right of way of U.S. Highway 75 north to the center of the railroad tracks, the center of the railroad tracks east to the center of the right of way of Montgomery Street.

(b) Central Business District Overlay Sub-Districts

1. Downtown Sub-District. Montgomery Street from the center of the railroad tracks south to the center of the right of way of Cherry Street, the center of the right of way of Cherry Street west to the center of the right of way of Crockett Street, the center of the right of way of Crockett Street north to the center of the right of way of Jones Street, the center of the right of way of Jones Street west to the center of the right of way of Rusk Street, the center of the right of way of Rusk Street north to the center of the Washington Street, the center of the right of way of Washington Street east to the center of the right of way of Elm Street, the center of the right of way of Elm Street north to the center of the railroad tracks, the center of the railroad tracks east to the center of the right of way of Montgomery Street.

2. Highway Sub-District. Elm Street from the center of the railroad tracks south to the center of the right of way of Washington Street, the center of the right of way of Washington Street west to the center of the right of way of Rusk Street, the center of the right of way of Rusk Street south to center of the right of way of Jones Street, the center of the right of way of Jones Street west to the center of the right of way of U.S. Highway 75, the center of the right of way of U.S. Highway 75 north to the center of the right of way of Pecan Street, the center of the right of way of Pecan Street east to the center of the right of way of Elm Street.

3. Grayson County Sub-District. The Grayson County Sub-District is established on property described as the southern half of the block located between Crockett Street to the east, Elm Street to the west, Cherry Street to the south and Lamar Street to the north.

(3) <u>Central Business District Building Design.</u>

(a) <u>General provisions.</u>

1. The purpose of this sub-section is to maintain the historical architecture and character of Sherman's Central Business District.

2. As buildings are remodeled or newly constructed, these historical elements need to be preserved or enlarged.

3. Distinctive architectural features, finishes, and construction techniques or examples of craftsmanship that characterize a building or structure should be preserved.

(b) <u>Exterior walls.</u> Building materials must be specified and consistent with the intent of these standards. Masonry or equivalent shall be required on the sides of all commercial buildings in C-O (Office) District, C-1 (Retail Business) District, and C-2 (General Commercial) District visible from the front street right-of-way in the Central Business District. *A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the planning and zoning commission.*

1. *Exterior Walls.*
   a) *All buildings and structures shall have at least 85% of the total exterior walls, excluding doors and windows, constructed of masonry or glass wall construction, in accordance with the city building regulations code and fire prevention and protection code. No blank walls shall face public streets.*
   b) *The following primary material list shall apply:*
      i) *Masonry consisting of stone, cultured or cast stone.*
      ii) *Brick or brick veneer.*
      iii) *Tile.*
      iv) *Stucco.*
      v) *Architecturally finished block.*
      vi) *Architectural glass (less than 27% reflectance).*
   c) *A maximum of 15% of the facade may include accent materials not listed on the approved primary material list. All requests for alternative exterior building materials shall be noted and described on a site plan with elevation drawings to be submitted to the planning and zoning commission for approval.*
   d) *The following materials are prohibited as primary cladding: Aluminum siding, galvanized steel or other bright metal, wood or plastic siding, cementitious fiberboard, unfinished concrete block, exposed aggregate concrete, and reflective glass (greater than 27% reflectance).*
2. *Exterior Colors. These guideline recommendations are consistent with other example corridors with the intent of creating complementary building design.*
   a) *A minimum of 80 percent of all building elevations shall be finished with complimentary neutral, cream, or deep, rich, nonreflective earth tone colors.*
   b) *No more than 20 percent of any building elevation may be finished with bright, pure tone primary or secondary colors. These colors shall be limited to use on accent features including, but not limited to window and door frames, moldings, cornices, canopies, and awnings.*
   c) *Building elevations with painted wall murals are exempt from the regulations in this sub-section.*
3. *All buildings shall be architecturally finished with the same materials and details on all sides that are visible from the public roadway.*
4. *<u>Additional architectural features (minimum 4 features).</u> All buildings shall have at least four architectural features from the following list:*
   - *Canopies, awnings, or porticos.*
   - *Recesses/projections.*
   - *Arcades (recessed porches).*
   - *Peaked roof forms.*
   - *Arches.*
   - *Outdoor patios.*
   - *Display windows.*
   - *Architectural details (such as tile work and moldings) integrated into the building façade.*

- *Articulated cornice line.*
- *Integrated planters or wing walls that incorporate landscape and sitting areas.*
- *Offsets, reveals or projecting rib used to express architectural or structural bays.*
- *Accent materials, such as stone, stucco, etc. (minimum 15% of exterior façade).*
- *Varied roof heights.*

If an existing historical building does not satisfy the requirements in this sub-section, it is exempt from these requirements.

5. *Other required or optional features may include:*
   - *a)* *Entryway features. All ground floor entrances shall be covered or inset and shall not apply to loading areas. Primary building entrances are to be defined and articulated with architectural elements such as arcades, roofs, alcoves, columns, porticos, porches, and overhangs.*
   - *b)* *Building articulation. All buildings shall utilize facade offsets and appropriate fenestration to add architectural variation and visual interest to an elevation and to break up long uninterrupted walls or elevations.*
   - *c)* *Roof treatment.*
     - *i)* *Long uninterrupted rooflines and planes that are visible from the public right-of-way or are oriented to properties zoned or used for residential purposes shall be broken into smaller segments through the use of appropriately scaled gables and/or dormers, changes in height, changes in roof form, type, or planes which typically correspond to offsets in the building's facade, or other appropriate architectural elements.*
     - *ii)* *The following materials are allowed for sloping roofs:*
       1. *Asphalt shingles*
       2. *Industry approved synthetic shingles*
       3. *Standing seam metal*
       4. *Tile roofs*
       5. *Flat roofs shall require parapet screening which adheres to the vertical articulation requirements for the main face of the structure. Parapet rooflines shall feature a well-defined cornice treatment or another similar architectural element to visually cap each building elevation.*
     - *iii)* *The following materials are prohibited as roofing materials: wood roof shingles.*

- *(c)* *Fire escapes. Exterior fire escapes shall not be permitted on the front side of a building.*
- *(d)* *Mechanical equipment. Exposed duct and mechanical equipment shall not be permitted on any side of the building visible from the public right-of-way.*
- *(e)* *Retaining wall. Visible portions of retaining walls shall be constructed of brick, stone, marble or the built-up panels of these materials designed for exterior use. Retaining walls shall be shown on the site plan and elevations shall be provided. Exposed basket type retaining walls shall not be permitted.*

(4) *Central Business District Building Placement.*

(a) *Downtown Sub-District.*

1. *Minimum lot area: 2,000 sq. ft.*

2. *Minimum lot width: 20'*

3. *Minimum setback:*

a) *Front setback: 0'*

b) *Rear setback: 0'*

c) *Side setback: 0'*

d) *No building or structure shall be placed within the following triangular areas at the intersections of streets and alleys due to sight distance requirements:*

i) *At all street intersections, the triangular area formed by the street right-of-way lines and a line connecting them at points fifteen (15) feet from the intersection of the right-of-way lines. Depending on the curvature of intersecting roads, the city engineer may require a larger triangular area.*

4. *Maximum building height: 80'*

5. *Setback encroachment. Open building projections such as balconies, awnings, and canopies may extend within the public right-of-way to provide shade and covering for pedestrian traffic. The projections may extend up to ten (10) feet into the right-of-way, but not greater than the width of the sidewalk if less than ten (10) feet. Any supporting structures for said projections shall be reviewed and approved by the City Engineer for health and life safety reasons.*

(b) *Highway Sub-District.*

1. *Minimum lot area: 10,000 sq. ft.*

2. *Minimum lot width: 50'*

3. *Minimum setback:*

a) *Forty (40) feet from the U.S. 75 Highway right-of-way.*

b) *Twenty-five (25) feet from Houston Street or Lamar Street right-of-way.*

c) *Fifteen (15) feet from right-of-way of all other public streets.*

d) *No setback from rear and side property lines.*

4. *Maximum building height: 50'*

(c) *Grayson County Sub-District.*

1. *Minimum lot area: 2,000 sq. ft.*

2. *Minimum lot width: 20'*

3. *Minimum setback:*

a) *Front setback: 0'*

b) *Rear setback: 0'*

c) *Side setback: 0'*

d) *No building or structure shall be placed within the following triangular areas at the intersections of streets and alleys due to sight distance requirements:*

i) *At all street intersections, the triangular area formed by the street right-of-way lines and a line connecting them at points fifteen (15) feet from the intersection of the right-of-way lines. Depending on the curvature of intersecting roads, the city engineer may require a*

larger triangular area.

4. Maximum building height: 80'

(5) Use Chart. The use of land or buildings within the Central Business District Overlay shall be in accordance with those listed in the Article 14.10 (Use Chart) of the Zoning Ordinance as determined by the base zoning district of the property, unless specified below.

Use Type	***Downtown District***	***Highway District***	***Grayson County District***
Alcoholic beverage establishments	*P*	*P*	*P*
Assisted living facility or nursing home		*SUP*	
Auditorium, arena, coliseum, theater, or amphitheater	*SUP*	*SUP*	*SUP*
Automobile accessory and supply store		*P*	
Automobile laundry, carwash		*SUP*	
Automobile rental or taxi storage and repair		*SUP*	
Automobile repair, body work, or painting		*SUP*	
Automobile service station		*SUP*	
Bakery, confectionery, or similar (retail)	*P*	*P*	*P*
Bank, credit unions, and financial institutions	*P*	*P*	*P*
Barbershop, beauty parlor or permanent makeup	*P*	*P*	*P*
Bed and breakfast establishments	*P*	*P*	*P*
Caterer	*P*	*P*	*P*
Christmas tree sales	*P*	*P*	*P*
Church or other place of worship	*SUP*	*SUP*	*SUP*
Civic club, fraternal organization, or lodge	*SUP*	*SUP*	*SUP*
Clinic, medical or dental	*P*	*P*	*P*
Commercial amusement center, indoor only	*SUP*	*SUP*	*SUP*
Community center	*P*	*P*	*P*
Correctional or detention facility or jail			*SUP [1]*
Department store	*P*	*P*	*P*
Drug-store or pharmacy	*P*	*P*	*P*
Dwelling, multi-family	*[2]*	*SUP*	*[2]*
Dwelling, single-family		*P*	
Dwelling, townhome		*SUP*	
Farmer's market, indoor or outdoor	*P*	*P*	*P*
Florist shop	*P*	*P*	*P*
Food or grocery store, retail	*P*	*P*	*P*
Food truck lot	*SUP*	*SUP*	*SUP*
Funeral home, mortuary, or crematory	*P*	*P*	*P*
Furniture and appliances sales, custom upholstery, not automobile related	*P*	*P*	*P*
Governmental office	*P*	*P*	*P*

Greenhouse, plant nursery, or garden center	*P*	*P*	*P*
Hardware store and small tool rental, but not including sales or lumber or industrial hardware	*P*	*P*	*P*
Health club or studio	*P*	*P*	*P*
Hookah bar, smoking lounge, smoke shop, or vape shop	*SUP*	*SUP*	*SUP*
Hotel	*SUP*	*SUP*	*SUP*
Laundry, pickup station or self-service	*P*	*P*	*P*
Meeting halls	*SUP*	*SUP*	*SUP*
Municipal Uses Operated by the City	*P*	*P*	*P*
Museum, library, art gallery	*P*	*P*	*P*
Nursery, kindergarten, or daycare for children	*P*	*P*	*P*
Office, any type	*P*	*P*	*P*
Parking, surface or structured	*P*	*P*	*P*
Personal service (accounting, travel, attorney, or similar)	*P*	*P*	*P*
Pet shop (indoor only)	*P*	*P*	*P*
Printing, publishing, or reprographics, including engraving or photoengraving	*P*	*P*	*P*
Private clubs when required to obtain a permit from the Texas Alcoholic Beverage Commission	*SUP*	*SUP*	*SUP*
Radio or television broadcasting transmitter or tower, microwave relay tower	*SUP*	*SUP*	*SUP*
Restaurant (inside and/or outside service)	*P*	*P*	*P*
Retail store (indoor)	*P*	*P*	*P*
Schools; elementary, high, college and universities, public, private, or denominational	*SUP*	*SUP*	*SUP*
Secondhand store or rummage shop	*SUP*	*SUP*	*SUP*
Snow cone stand	*P*	*P*	*P*
Studio for professional work or teaching (fine arts, photography, music, drama, radio, television, or recording)	*P*	*P*	*P*
Swimming pool, commercial	*P*	*P*	*P*
Tailor shop, seamstress, altering, and repairing of apparel	*P*	*P*	*P*
Tattoo Studio	*SUP*	*SUP*	
Veterinarian or animal hospital (indoor soundproof kennels only)	*P*	*P*	*P*

Legend for Use Chart
P – Use is permitted by right in sub-district indicated
[Blank] – Use is prohibited in sub-district indicated
SUP – Use is permitted in sub-district only upon approval of a Specific Use Permit

[#] – The use is permitted with certain conditions

[1] Correctional or detention facility or jail: A correctional, detention facility or jail along with receiving a Specific Use Permit, must also provide all of the required parking by lease or ownership on site or on directly adjacent or diagonally adjacent properties.

[2] Dwelling, Multi-family: Multi-family units are permitted within the Downtown District and the Grayson County District of the Central Business District Overlay subject to the following conditions:

- *Residential units shall not be allowed on the first floor of any building.*
- *Residential units shall conform to all adopted building codes.*
- *There is no minimum number of residential units to be considered multi-family in the Downtown District.*
- *Parking shall be provided for one (1) off-street parking space for each residential unit. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally adjacent to the subject property.*

(6) Landscaping.

(a) Landscaping definition. Landscaping shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover, natural land forms, water forms, planters, walks and plaza areas.

(b) Site definition. Site shall be defined, for the purposes of these guidelines, as any plot, tract or parcel of land or combination of contiguous lots, tracts or parcels of land which is developed (or intended for development) according to an overall site plan. A site shall be exclusive of any land dedicated for public use through the platting process.

(c) Compliance. Landscaping shall conform to the following:

1. Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.

2. Every site adjacent to the U.S. 75 Highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the U.S. 75 Highway right-of-way

a) All landscaping shall be installed to avoid hazards.

b) An effort shall be made to preserve existing trees.

3. Off-street 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. Parking garages are exempt from this requirement.

(7) Screening.

(a) Refuse areas. All refuse areas and dumpsters shall be screened on three sides and shall be located on private property. Whenever possible, property owners may share garbage dumpsters. The enclosure shall be constructed of a material that is consistent with the main building construction. Gates are not required.

(b) Mechanical equipment. All ground-mounted and roof mounted equipment including, but not limited to, air-conditioning/heating units, pad-mounted transformers, telephone switch boxes and gas meters, shall be reasonably

screened or located away from the view of public streets and from the view of adjacent properties. Whenever possible, appurtenances for utility services shall be installed at the rear of the structure which they service.

(8) Signs.

(a) Freestanding signs.

1. Downtown Sub-District.

a) Only one freestanding sign is permitted per platted lot.

b) Pylon or pole signs are not permitted in the Downtown District.

c) Monument signs must include a landscaped, stone-based feature. All monument sign bases shall be constructed of the same material as the front building façade on the same site.

d) Signs may have a maximum of 65 square foot face area and shall not exceed six (6) feet in height. There is no setback for freestanding signs, but they must not obstruct the view of turning traffic. Variances to the sight distance requirements may be approved by the Director of Engineering, subject to specific engineering criteria such as design speed, traffic control, and other site conditions.

2. Highway Sub-District.

a) Only one freestanding sign is permitted per platted lot, with the exception of corner lots. Corner lots are permitted to have one pole or pylon sign and one monument sign per platted lot.

b) Pylon or pole signs may have a maximum of 300 square feet face area and shall not exceed fifty (50) feet in height. Minimum setback for freestanding signs shall be twenty-five (25) feet from the property line.

c) Monument signs must include a landscaped, stone-based feature. All monument sign bases shall be constructed of the same material as the front building façade on the same site, unless the building is an existing non-conforming structure.

d) Monument signs may have a maximum of 80 square foot face area and shall not exceed eight (8) feet in height. Minimum setback for monument signs shall be ten (10) feet from the property line and must not obstruct the view of turning traffic. Variances to the sight distance requirements may be approved by the Director of Engineering, subject to specific engineering criteria such as design speed, traffic control, and other site conditions.

3. Grayson County Sub-District

a) Only one freestanding sign is permitted per platted lot.

b) Pylon or pole signs are not permitted in the Grayson County District.

c) Monument signs must include a landscaped, stone-based feature. All monument sign bases shall be constructed of the same material as the front building façade on the same site.

d) Signs may have a maximum of 65 square foot face area and shall not exceed six (6) feet in height. There is no setback for freestanding signs, but they must not obstruct the view of turning traffic. Variances to the sight distance requirements may be approved by the Director of Engineering, subject to specific

engineering criteria such as design speed, traffic control, and other site conditions.

(b) Wall signs. Wall signs may have a maximum of 300 square feet face area and not be greater than twenty (20) percent of the area of any single wall elevation.

(c) Projecting signs. Projecting signs in the Central Business District Overlay shall have a minimum clearance from the sidewalk of 8.5 feet and shall not project more than five (5) feet from the building or more than fifty (50) percent of the width of the sidewalk adjacent to the building, whichever is less. No supporting structures for said signs is permitted within the public right-of-way.

(d) Painted Wall Murals.

1. Only one mural is permitted per building.

2. Murals are allowed to cover the entire wall area, but cannot exceed forty (40) feet above grade.

3. No mural shall be placed over glass openings for windows and doors or glass wall construction.

4. Murals shall be painted with a weather-resistant paint.

5. Should the mural become faded, peeled, and severely weathered as determined by the Director of Development Services, the owner, or the person or firm maintaining the same, shall, upon written notice, repair or remove the mural or repaint the wall on which the mural is painted within 60 days.

6. No portion of the mural shall be used to advertise a specific product or service. The mural may display the name or logo of the on-site tenant, as long as it does not exceed 300 square feet in sign area and no more than twenty (20) percent of the mural area. A sign permit is required for the portion of the mural that is providing an advertisement of the on-site tenant.

(e) Billboards shall not be permitted within the Central Business District.

(9) <u>Parking regulations.</u>

(a) Downtown Sub-District

1. Parking shall be provided for one (1) parking space for each residential unit. Parking requirements may be met on-site or by lease or ownership from a site directly adjacent or diagonally adjacent to the subject property.

2. Parking shall be provided for one (1) parking space for every 400 square feet of office space. Parking requirements may be met on-site or by lease or ownership.

3. There are no parking requirements for retail or restaurant uses in the Downtown Sub-District.

(b) Highway Sub-District

1. Refer to Subsection 14.04.003 for parking regulations.

(c) Grayson County Sub-District

1. Parking shall be provided for one (1) parking space for each residential unit. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally adjacent to the subject property.

2. Parking shall be provided for one (1) parking space for every 400 square feet of office space. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally

adjacent to the subject property.

3. Parking shall be provided for one (1) parking space for every three (3) employees for a Correctional or Detention Facility or Jail. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally adjacent to the subject property.

(10) Procedures and Notice.

(a) The Planning and Zoning Commission shall review the specific elements of site and building plans for development within the overlay district development area for compliance with these standards and shall make a determination of approval or disapproval of the site plan as submitted.

(b) The Planning and Zoning Commission shall review all exceptions and requests for variations to the development standards to determine compliance with the intent of the standards or to determine the necessity and appropriateness of the required exception or variation.

(c) If the Planning and Zoning Commission denies any site plan, the same application may not be filed for a period of twelve (12) months from the date of such denial.

(d) Any applicant aggrieved by a decision of the Planning and Zoning Commission may appeal the decision subject to the regulations in Section 14.06.010.

~~(1) Boundary areas.~~

~~(a) Area boundaries. The Central Business Area is designated on the official zoning map attached to this ordinance by a heavy solid black line.~~

~~(2) Minimum Requirements for Lot Area, Width and Setback:~~

~~(a) C-O (Office District):~~

~~Lot Area: 2,000 sq. ft.~~

~~Lot width: 20'~~

~~Front setback: 0'~~

~~Rear setback: 0'~~

~~Side setback: 0'~~

~~(b) C-1 (Retail Business) District:~~

~~Lot Area: 2,000 sq. ft.~~

~~Lot width: 20'~~

~~Front setback: 0'~~

~~Rear setback: 0'~~

~~Side setback: 0'~~

~~(3) Height regulation exception. Structures, buildings and signs within the Central Business Area, delimited on the official zoning map, may exceed 35 feet or 2 stories but shall not exceed a maximum of 80 feet or 6 stories.~~

~~(4) The total floor area of any building or buildings on a lot in the C-O or C-1 District within the Central Business Area shall not exceed two and one-half times the number of square feet in the lot (FAR to not exceed 2.5).~~

~~(5) Masonry or equivalent shall be required on the sides of all commercial buildings in C-O (Office) District, C-1 (Retail Business) District, and C-2 (General Commercial) District visible from the front street right-of-way in the Central Business District. Masonry shall be brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding.~~

~~(6) Central business district parking exception. Off-street parking shall not be required for buildings and structures erected or altered within the Central Business District as defined in section (1) above.~~

~~(7) One- to four-family occupancies in the Central Business District: One- to four- family occupancies shall be allowed in the Central Business District, with the following restrictions:~~

~~(a) Residential occupancies shall not be allowed in the first half of the first floor of any building facing a front street;~~

~~(b) Residential occupancies shall have two (2) fire-safe exits;~~

~~(c) Any room used as a bedroom shall have a window or door to the outside for emergency egress;~~

~~(d) Residential occupancies shall conform to the construction codes regulating the same;~~

~~(e) Residential occupancies shall have one-hour fire separation as required by the construction codes or shall be equipped with fire sprinkler equipment;~~

~~(f) Five (5) or more family occupancies shall be reviewed by the Planning and Zoning Commission and approved by the city council by special permit; and~~

~~(g) Building owners shall be required to provide one (1) off-street parking space for each residential apartment beginning with the fifth apartment in each building.~~

~~(8) The Thoroughfare Streets special setback described in Section 14.04.002(2) shall not apply in the Central Business District Overlay.~~

~~(9) Billboards shall not be permitted within the Central Business District as designated on the official zoning map.~~

~~(10) On-premises signs in the Central Business District shall not exceed the height of the building on the lot. No pole signs shall be allowed in the Central Business District. When a sign is erected or placed before a permit is obtained, the permit fee shall be double.~~

…

ARTICLE 14.10 USE CHART

Sec. 14.10.001 Use Chart.

…

(d) Use chart.

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Dwelling, multi-family									P	P				*SUP [7]*				

…

[7] Dwelling, Multi-Family: Multi-family units are permitted with a Specific Use Permit in a C-1 District subject to the following conditions:

(a) The purpose of these conditions is to allow for vertical mixed-use in an urban setting. These conditions would allow commercial or retail on the first floor with

(a) Residential units shall not be allowed on the first floor of any building in a C-1 District.

(b) Residential units shall conform to all adopted building codes.

(c) There is no minimum number of residential units to be considered multi-family with a Specific Use Permit in a C-1 District.

(d) Parking shall be provided subject to the multi-family requirements in Subsection 14.04.003.

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, as it exists 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 Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 5: Repealing/Savings. 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 4: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 5: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 17th day of July 2023.

BY:

_____

DAVID PLYLER, MAYOR

ATTEST:

_____

LINDA ASHBY, CITY CLERK

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

_____

RYAN D. PITTMAN, CITY ATTORNEY

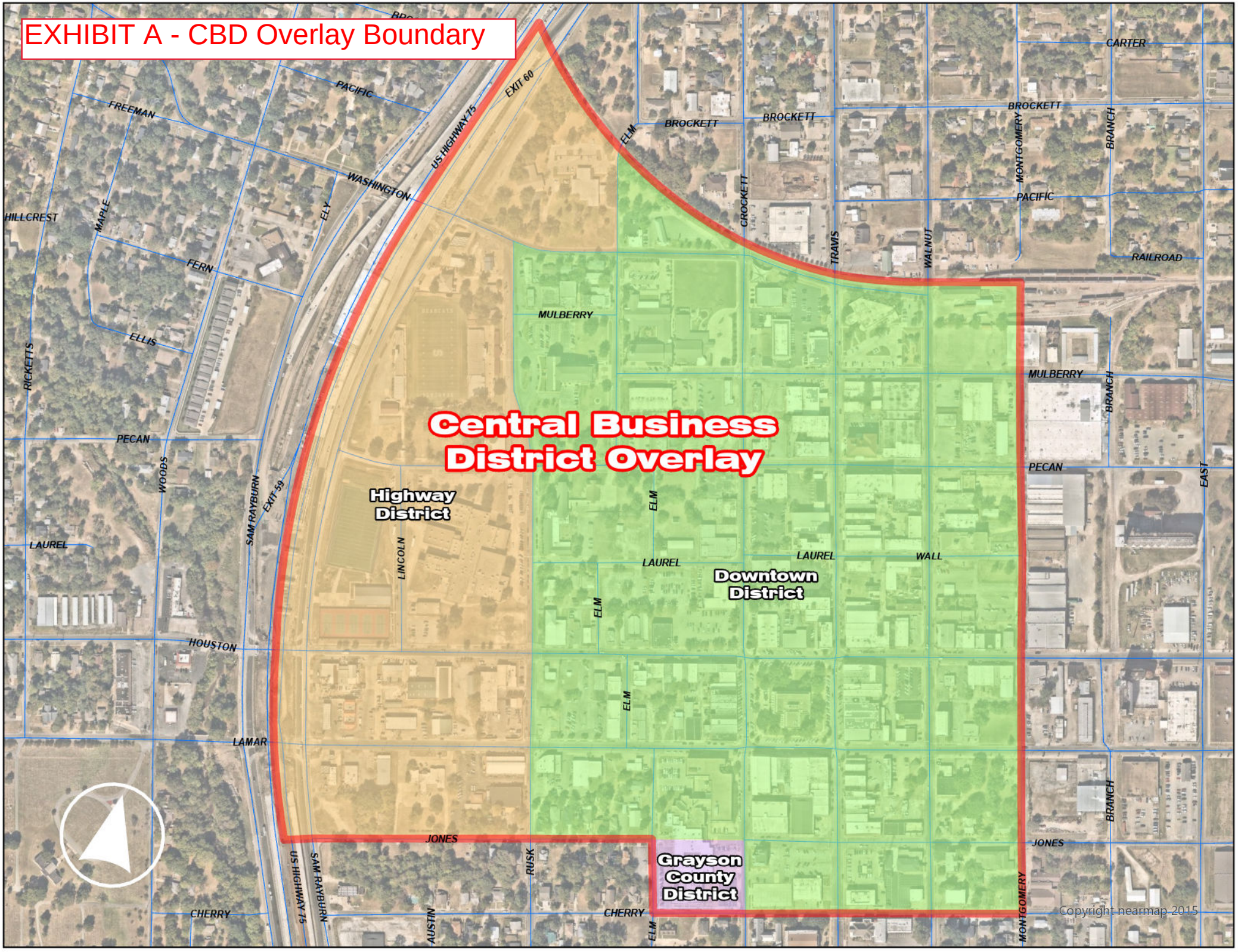


EXHIBIT A - CBD Overlay Boundary
Central Business District Overlay
Highway District
Downtown District
Grayson County District
PACIFIC
FREEMAN
WASHINGTON
US HIGHWAY 75
EXIT 60
BROCKETT
ELM
CROCKETT
TRAVIS
WALNUT
MONTGOMERY
BRANCH
CARTER
RAILROAD
HILLCREST
MAPLE
ELY
FERN
ELLIS
RICKETTS
MULBERRY
PECAN
WOODS
SAM RAYBURN
EXIT 59
LAUREL
LINCOLN
WALL
HOUSTON
LAMAR
JONES
RUSK
AUSTIN
CHERRY
EAST
Copyright nearmap 2015

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6619

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 43.9389 Acres, Tract One, Being 42.8134 Acres In The John Hendrix Survey, Abstract No. 503, The W.F. Patterson Survey, Abstract No. 969, The Daniel Shelp Survey, Abstract No. 1097 And The T.J. Shannon Survey, Abstract No. 1136, Lots 1 And 3, Block 1, Midway Mall And Tract Two, Consisting Of 6.9124 Acres In The John Hendrix Survey, Abstract No. 503 And The W.F. Patterson Survey, Abstract No. 969, Lots 5, 6 And 7, Block 1, Of The Replat Of Midway Mall, City Of Sherman, Grayson County, Texas, Located At 4800 Texoma Parkway, Heretofore Zoned M-1 (Light Manufacturing) District And C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Classification, (Star Midway, Llc, Owner; And Blue Sky Surveying And Mapping, 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 Star Midway, LLC (Owners) and Blue Sky Surveying and Mapping (Surveyor) concerning the property located at 4800 Texoma Parkway, Consisting Of 43.9389 Acres, Tract One, Being 42.8134 Acres In The John Hendrix Survey, Abstract No. 503, The W.F. Patterson Survey, Abstract No. 969, The Daniel Shelp Survey, Abstract No. 1097 And The T.J. Shannon Survey, Abstract No. 1136, Lots 1 And 3, Block 1, Midway Mall And Tract Two, Consisting Of 6.9124 Acres In The John Hendrix Survey, Abstract No. 503 And The W.F. Patterson Survey, Abstract No. 969, Lots 5, 6 And 7, Block 1, Of The Replat Of Midway Mall, City Of Sherman, Grayson County, Texas, Located At 4800 Texoma Parkway, Heretofore Zoned M-1 (Light Manufacturing) District And C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Classification

Background:

At the June 26th, 2023 Called City Council Meeting, a portion of this zoning change request was presented and a public hearing occurred to consider the Zone Change from an M-1 (Light Manufacturing) District and C-2 (General Commercial) District to a C-2 (General Commercial) District. During the Called Council Meeting this item was tabled to allow for the applicant to provide additional information on the proposed development including the corresponding Specific Use Permit requests.

At the June 20, 2023 Planning and Zoning Commission meeting, an additional 5.7869 Acres of property indicated as Lot 6 on the survey was recommended for approval for a Zone Change from M-1 (Light

Manufacturing) District and C-2 (General Commercial) District to a C-2 (General Commercial) District at the Midway Mall location.

The property is located at 4800 Texoma Parkway between Fallon Drive and North Frisco Road and is zoned M-1 (Light Manufacturing) District and C-2 (General Commercial) District.

The following has been approved for this location:

- September 9, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- September 8, 1987 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 13, 1969 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District in Lease Space B-7-4
- February 22, 2022 - Temporary Use Permit to allow a Mobile COVID Testing Site in a C-2 (General Commercial) District/M-1 (Light Manufacturing) District
- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in a M-1 (Light Manufacturing) District.
- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District

Origination:

Star Midway, LLC (Owner)
David Petree, Blue Sky Surveying and Mapping (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2023 and the June 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.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6619
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
FLUM
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6619

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 43.9389 ACRES, TRACT ONE, BEING 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL AND TRACT TWO, CONSISTING OF 6.9124 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503 AND THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, LOTS 5, 6 AND 7, BLOCK 1, OF THE REPLAT OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 4800 TEXOMA PARKWAY, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT CLASSIFICATION, (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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 – Legal Description**, attached hereto, located at 4800 Texoma Parkway, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed

in the C-2 (General Commercial) 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 17th day of July 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 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

FALLON DRIVE (60 FOOT PUBLIC RIGHT OF WAY)

MISSOURI - KANSAS- TEXAS RAILROAD

FRISCO ROAD (80 FOOT PUBLIC RIGHT OF WAY)

U.S. HIGHWAY NO. 75 TEXOMA PARKWAY (200 FOOT PUBLIC RIGHT OF WAY)

INDESA DRIVE (60 FOOT PUBLIC RIGHT OF WAY)

BLUE FLAME DRIVE

BLOCK 5 MIDWAY MALL V. 8, P. 8, MRGCT

TRACT 5 3.7298 ACRES (162,470 S.F.) SHERMAN MALL ASSOCIATES VOL. 1854, PG. 789 DRGCT

ONE STORY BUILDING 24817 S.F.

BLDG. HIGH.= 23'

BLDG. HIGH.= 21'

CANOPY

LOT 6 BLOCK 4 MIDWAY MALL VOL. 8, PG. 8, MRGCT

LOT 5

CONSENT TO ENCROACHMENT AND INDEMNITY GRANTED TO THE CITY OF SHERMAN RECORDED IN VOLUME 1946, PAGE 331 OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS

LOT 4

20' DRAINAGE EASEMENT

LOT 3 BLOCK 4 REPLAT OF MIDWAY MALL ADDITION VOL. 12, PG. 15 MRGCT

LOT 2

LOT 1

BLOCK 4 MIDWAY MALL VOL. 8, PG. 8, MRGCT

TRACT 4 4.000 Acres (174,244 S.F.) SHERMAN MALL ASSOCIATES VOL. 1854, PG. 789 DRGCT

11.313 AC. P.F.G. PARTNERSHIP VOL. 2219, PG. 908 DRGCT

AMWESTS POST NO. 47 VOL. 1707, PG. 292 DRGCT

POINT OF BEGINNING 4.000 AC.--TRACT 4

POINT OF COMMENCING TRACT 4 & TRACT 5

ONE STORY BUILDING 75194 S.F. BLDG. HIGH.= 27'

LOT 2 7.9541 Acres (NOT A PART)

(42.5532 ACRES) LOT 1 BLOCK 1 MIDWAY MALL VOL. 8, PG. 8 MRGCT

TRACT 1 42.8134 Acres (1,864,951 S.F.) SHERMAN MALL ASSOCIATES VOL. 1854, PG. 789 DRGCT

ONE STORY TILT WALL BUILDING 579,848 S.F. (THIS STRUCTURE ONLY)

ONE STORY ATTACHED STRUCTURE 5,807 S.F. (THIS STRUCTURE ONLY)

LOT 6 5.7869 Acres (NOT A PART) ONE STORY BUILDING 64146 S.F.

BLDG. HIGH.= 33'

BLDG. HIGH.= 24'

BLDG. HIGH.= 23'

TRACT 2 1.1255 ACRES (49,027 S.F.)

LOT 7

LOT 5 MIDWAY MALL VOL. 8, PG. 8 MRGCT

POINT OF BEGINNING 1.1255 AC.--TRACT 2

POINT OF COMMENCING 44.0370 AC.--TRACT 1

TRACT 3 1.4847 AC. (64,674 S.F.) (1.4582 AC. DEED) SHERMAN MALL ASSOCIATES VOL. 1854, PG. 789 DRGCT BLOCK 2 MIDWAY MALL VOL. 8, PG. 8, MRGCT

POINT OF BEGINNING 1.4847 AC.--TRACT 3

LOT 1 0.2502 Acres

LOT 1 (0.2502 Acres) (NOT A PART)

BLOCK 3

EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 886, PAGE 179 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS ... AND TO TEXAS POWER AND LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, RECORDED IN VOLUME 1553, PAGE 886, OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS.

0.109 ACRE DEED OF DEDICATION TO CITY OF SHERMAN VOL. 2099 PAGE 0078

NORTH

0 50' 100' 200'

GRAPHIC SCALE: 1"=100'

DRAWN BY: BVN
CHECKED BY: DRP

REVISION

NO.	DATE	
1.	7/20/09	REVISIONS PER COMMENTS FULBRIGHT & JAWORSKI REV1/LINE2
2.	8/23/09	ADDED PLAT REFERENCE TO TRACT 5 EASEMENT REV2/LINE2
3.	9/02/09	REV3/LINE1 REMOVE LOT 4 REV3/LINE2
4.	DATE	REV4/LINE1 REV4/LINE2
5.	DATE	REV5/LINE1 REV5/LINE2

LEGEND

F.H.	FIRE HYDRANT
X SET	CHISELED "X" SET
F.X.	CHISELED "X" FOUND
F.I.R.	5/8" FOUND IRON ROD W/ PLASTIC CAP
S.I.R.	IRON ROD SET (SIZE AS NOTED)
PP	OVERHEAD UTILITY POLE W/ GUY
UE UT UT	UNDERGROUND ELECTRIC OR TELEPHONE
L.P.	LIGHT POLE
SSMH	SANITARY SEWER MANHOLE
C.O.	SAN. SWR. CLEAN OUT
G.V.	GAS VALVE
W.V.	WATER VALVE
A.S.	AUTO SPRINKLER
E.B.	ELECTRIC BOX
S.S.	STREET SIGN
C.M.	CABLE MARKER
W.M.B.	WATER METER BOX
G.V.	GAS VALVE
G	GRATE
CB	CABINET
V	VAULT
	HANDICAP PARKING SPACE

CERTIFICATION

TO: Centerline Servicing, Inc., and U.S. Bank National Association, as successor in interest to Wells Fargo Bank, N.A. (f/k/a Wells Fargo Bank Minnesota, N.A.) as Trustee for the registered holders of First Union National Bank–Bank of America, N.A., Commercial Mortgage Trust, Commercial Mortgage Pass–Through Certificates, Series 2001–C–1.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes items 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8–11(a), 14, 16, 17 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the maximum Relative Positional Accuracy is 0.1 feet.

Dated this 2ND day of SEPTEMBER, 2009.

David Petree
Registered Professional Land Surveyor No.1890
11015 Midway Road
Dallas, Texas 75229
Phone (214) 358–4500
Fax (214) 358–4600

STATE OF TEXAS REGISTERED 1890 DAVID PETREE PROFESSIONAL LAND SURVEYOR

VICINITY MAP NOT-TO-SCALE

LOY LAKE ROAD, U.S. HIGHWAY 75, SAM RETBURN FWRY, FALLON DRIVE, BLUE FLAME ROAD, THERESA DR., 4TH ST., STATE HIGHWAY 91, SP RAILROAD, MKT RAILROAD, FRISCO ROAD, SITE, TEXOMA PKWY, LEACREST DR., PECAN GROVE ROAD, BAKER RIDGE ROAD

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC SITE MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

17330 Preston Road, Suite 150A
Dallas, Texas 75252
P:(469) 737–7000 F:(469) 737–7070

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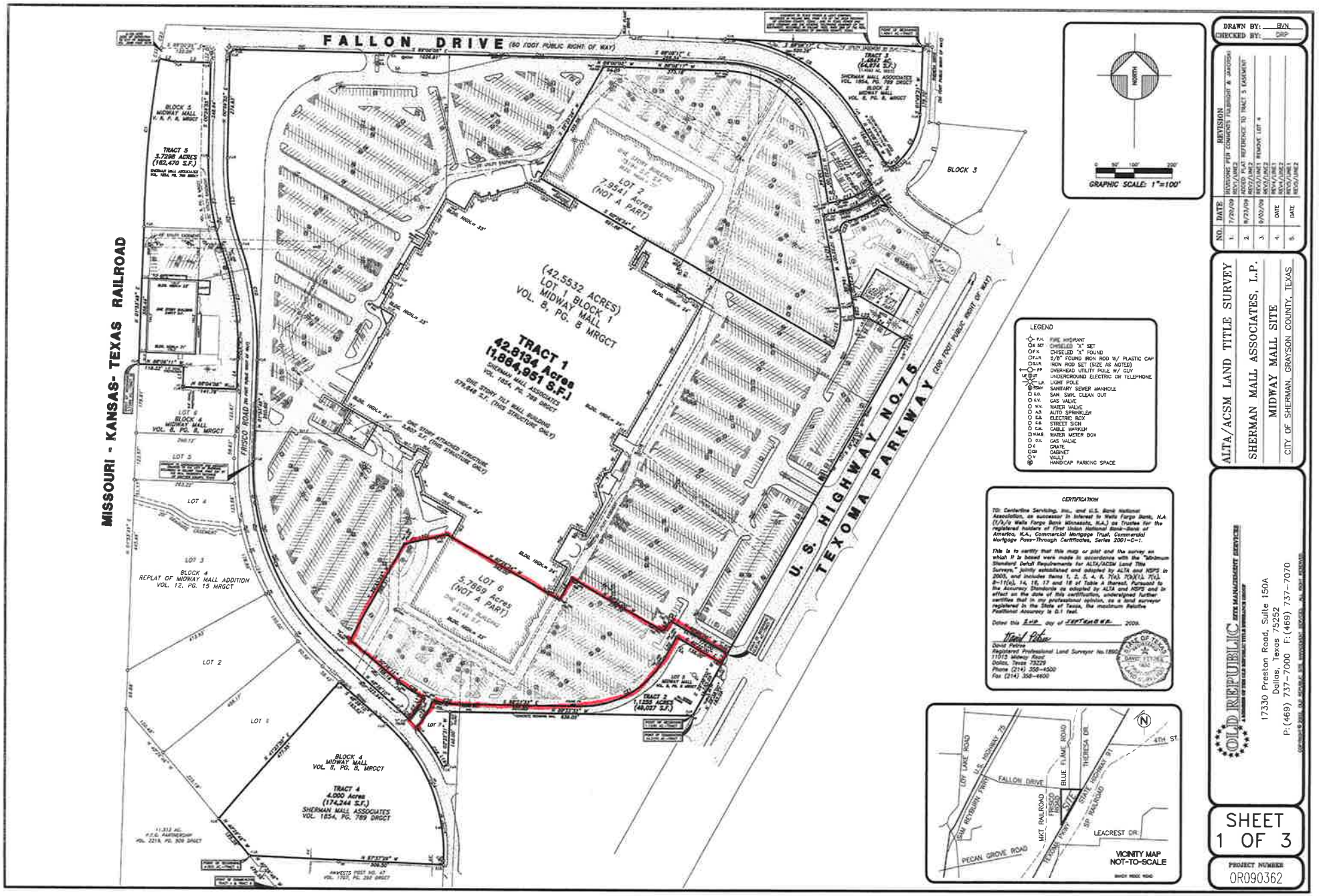
SHEET 1 OF 3

PROJECT NUMBER
0R090362

EXHIBIT A



DRAWN BY: BVN
CHECKED BY: DRP

NO.	DATE	REVISION
1.	7/20/09	REVISIONS PER COMMENTS FOLBRIGHT & JANOSKI REV1/LINE1 REV2/LINE2
2.	8/21/09	REVISIONS PER COMMENTS FOLBRIGHT & JANOSKI REV1/LINE1 REV2/LINE2
3.	8/31/09	REFERENCE TO TRACT 5 EASEMENT REV1/LINE1 REMOVE LOT 4 REV2/LINE2
4.	DATE	REV1/LINE1 REV2/LINE2
5.	DATE	REV1/LINE1 REV2/LINE2

ALTA/ACSM LAND TITLE SURVEY
SHERMAN MALL ASSOCIATES, L.P.
MIDWAY MALL SITE
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC TITLE MANAGEMENT SERVICES
17330 Preston Road, Suite 150A
Dallas, Texas 75252
P: (469) 737–7000 F: (469) 737–7070

SHEET 1 OF 3

PROJECT NUMBER
OR090362

EXHIBIT A

LEGAL DESCRIPTION
(Continued)

56 minutes 10 seconds East at a distance of 440.84 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North 28 degrees 12 minutes 21 seconds West at a distance of 2.42 feet from a 5/8" found iron rod;

THENCE South 79 degrees 09 minutes 43 seconds East and departing the Easterly right-of-way line of said M-K-T Railroad for a distance of 41.35 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North
02 degrees 13 minutes 48 seconds West at a distance of 3.34 feet from a brass monument found in concrete;

THENCE South 89 degrees 00 minutes 24 seconds East for a distance of 93.85 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right- of-way line of said Frisco Road;

THENCE South 00 degrees 59 minutes 55 seconds West along the Westerly right of way line of Frisco Road for a distance of 248.94 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Southerly along said curve to the left and continuing along the Westerly line of said Frisco Road through a central angle of 19 degrees 55 minutes 11 seconds with a radius of 710.80 feet an arc length of 247.12 feet and a long chord bearing South 08 degrees 57 minutes 41 seconds East at a distance of 245.88 feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a reverse curve to the right;

THENCE Southerly along said reverse curve to the right and continuing along the Westerly right of way line of said Frisco Road through a central angle of 20 degrees 49 minutes 5 seconds with a radius of 791.56 feet an arc length of 287.61 feet and a long chord bearing South 08 degrees 30 minutes 44 seconds East for a distance of 286.03 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE South 01 degrees 53. minutes 49 seconds West and continuing along the Westerly line of said Frisco Road for a distance of 78.29 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the Northwest corner of the aforementioned Sherman East Ltd. Tract;

THENCE North 88 degrees 04 minutes 08 seconds West and departing the Westerly right-of-way line of said Frisco Road and following along the Northerly line of said Sherman East Lid. Tract, for a distance of 141.78 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 01 degrees 55 minutes 52 seconds East and continuing along the Northerly line of said Sherman tract for a distance of 56.21 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 88 degrees 06 minutes 11 seconds West and continuing along the Northerly line of said Sherman tract for a distance of 118.22 feet to the POINT OF BEGINNING AND CONTAINING 3.7298 ACRES OF LAND, more or less.

LESS, SAVE AND EXCEPT FROM PARCEL A all that certain 1.98 acre acre tract of land conveyed to Wingfield & Nail Enterprises, Inc., a Texas limited liability company by Special Warranty Deed recorded in Volume 5804, Page 922, Official Public Records of Grayson County, Texas.

PARCEL B:

TRACT 1 (Fee Simple):

BEING Lot 6 in Block 1 of The Replat of Midway Mall, An Addition to The City of Sherman, Texas, as shown by Plat of record in Volume 8, Page 8, Plat Records, Grayson County, Texas.

TRACT 2 (Easement Estate):

Easement estate as established and defined in that certain Construction, Operation, and Reciprocal Easement Agreement recorded in Volume 1854, Page 659, Official Public Records of Grayson County, Texas, as affected by first, second and third amendments of said document of record in Volume 1740, Page 167; and Volume 2072, Page 486; Real Property Records and Volume 4998, Page 342, Official Public Records, Grayson County, Texas.

EXHIBIT A – LEGAL DESCRIPTION (FIELD NOTES)

TRACT 1 (42.8134 ACRES)

BEING all that certain lot, tract or parcel of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Patterson Survey, Abstract Number 969, the Daniel Shelp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, all of Grayson County, Texas, and being oil of Lots 1 and 3 of Block 1, Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas, ond being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75 (200 foot right of way), said point being the most Easterly Southeast corner of Lot 5 in Block 1 of said Midway Moll;

THENCE North 29• 38' 00" East and following along the Westeriy right-of-way line of said U.S. Highway No. 75 for a distance of 183.05 feet to an "x" cut found in the top of a concrete curb for the Northeast corner of Lot 6 in Block 1, some being the Southeast corner of Lot 1, Block 1, said Midway Mall, for the POINT OF BEGINNING for this tract;

THENCE North 60" 22' 00" West and departing the Westerly right-of-way line of said U.S. Highway 75, and following the common line of said Lots 1 and 6, for a distance of 174.00 feet to a p.k. nail found in asphalt.

THENCE South 29" 38' 00" West and following the common line of said Lots 1 and 6, for a distance of 32.45 feet to a p.k. nail found in asphalt;

THENCE North 60" 22' 00" West and following the common line of said Lots 1 and 6, for a distance of 279.29 feet to a p.k. nail found in asphalt;

THENCE South 29" 33' 26" West and following the common line of said Lots 1 and 6, for a distance of 64.97 feet to a p.k. nail found in asphalt;

THENCE North 60" 26' 34" West and following the common line of said Lots 1 and 6, for a distance of 342.00 feet to an x-cut found on the top of a brick wall;

THENCE South 76" 55' 38" West and following the **common** line of said Lots 1 and 6, for a distance of 114.17 feet to a p.k. nail found in asphalt;

THENCE South 29" 33' 23" West and following the **common** line of said Lots 1 and 6, for a distance of 288.31 feet to a p.k. nail found in asphalt;

THENCE South 50" 36' 11'' East and following the common line of said Lots 1 and 6, for a distance of 168.19 feet to a p.k. nail found in asphalt and the beginning of a curve to the left;

THENCE Southeasterly along said curve to the left, and following the common line of said Lots 1 and 6, through a central angle of 16" 31' 20" with a radius of 252.36 feet an arc length of 72.77 feet ond a long chord bearing South 58' 51' 51" East at o distance of 72.52 feet to a p.k. nail found in asphalt, the end of said curve;
t
THENCE South 22" 52' 29" West and following the common line of said Lots 1 and 6, for a distance of 18.57 feet to a p.k. nail found In asphalt for the beginning of a curve to the right;

THENCE in a Southwesterly direction along said curve to the right, and following the common line of said Lots 1 and 6, through a central angle of 22" 42' 1O" with a radius of 131.00 feet an arc length of 51.91 feet and a long chord bearing South 34• 13' 34" West at a distance of 51.57 feet to a x-

cut found in the top of a concrete curb at the end of said curve, and being in the Easterly right-of-way line of Frisco Rood, said point also being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along the Easterly right of way line of said Frisco Rood and along said non-tangent curve to the left, through a central angle of 04· 20' 01" with a radius of 500.00 feet an ore length of 37.82 feet and a long chord bearing North 46" 26' 14" West at a distance of 37.81 feet to a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found at the end of said curve;

THENCE North 48' 36' 1O" West for a distance of 222.94 feet to a 5/8" iron rod with plastic cap stamped •carter & Burgess" found, for the beginning of a curve to the right;

THENCE Northwesterly along the Easterly right of way line of said Frisco Rood and continuing along said curve to the right, through a central angle of so• 30' 00" with a radius of 640.00 feet an arc length of 564.09 feet and a long chord bearing North 23" 21' 11• West at a distance of 546.01 feet to a 5/8" iron rod found at the end of said curve;

THENCE North 01' 53' 49" East and continuing along the Easterly right of way line of said Frisco Rood for a distance of 260.60 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road along said curve to the left, through a central angle of 20" 49' 05" with a radius of 841.56 feet an arc length of 305.78 feet and a long chord bearing
North 08" 30' 43" West at a distance of 304.10 feet to a 5/8" iron rod with plastic cap stamped "carter & Burgess" found for the end of said curve and the beginning of a reverse curve to the right;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Rood with said reverse curve to the right, through a central angle of 19" 55' 11• with a radius of 660.80 feet an ore length of 229.74 feet and a long chord bearing North OB" 57' 41" West at a distance of 228.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North oo• 59' 55" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 274.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line for the intersection of said
Frisco Road and Fallon Drive;

THENCE North 45' 59' 55" East and deporting the Easterly right-of-way line of said Frisco Road along said cut-back line for Fallon Road for a distance of 14.14 feet to a 5/8" iron rod with plastic cap stomped "Carter & Burgess" found in the Southerly right-of-way line of said Fallon Drive;

THENCE South 89" 00' 05" East along the Southerly right-of-way line of said Fallon Drive for a distance of 1026.91 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 88" 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of
266.54 feet to a 5/8" iron rod with plastic cop stomped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly and continuing along the Southerly right of way line of said Fallon Drive along said curve to the right, through a central angle of 56" 00' 00" with a radius of 360.00 feet an arc length of 351.86 feet and a long chord bearing
South so• 08' 17" East at a distance of 338.02 feet to a 5/8" iron rod with plastic cop stamped "Carter & Burgess" found at
the end of said curve;

THENCE South 32" 08' 17" East and continuing along the Southerly right of way line of said Fallon

Drive for a distance of
175.32 (174.68) feet to on "x"-cut found in the concrete gutter for the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said curve to the right and departing the Southerly right-of-way line of said Fallon Drive, through a central angle of 31• 23' 18" with a radius of 20.00 feet an arc length of 10.96 feet and a long chord bearing South 36" 41'
1O" West at a distance of 10.82 feet to an x-cut found in concrete gutter, for the end of said curve and the beginning of a compound curve to the right;

THENCE Southwesterly along said compound curve to the right, through a central angle of 27" 15' 11" with a radius of 188.14 feet an arc length of 89.49 and a long chord bearing South 66 • 00' 25" West at a distance of 88.65 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE South 79" 38' 00" West along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of
25.64 feet to a p.k. nail found in asphalt;

THENCE North 1o· 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 136.64 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall, through a central angle of *77* 46' 17" with a radius of 254.94 feet an arc length of 346.05 feet and a long chord bearing North 49' 15' 08" West at a distance of 320.09 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 88" 08' 17" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 273.18 feet to a p.k. nail found in asphalt;

THENCE North 89" 00' 05" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 54.05 feet to a p.k. nail found in asphalt;

THENCE South 29• 33' 26" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 335.58 feet to a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found in an expansion joint between concrete slabs;

THENCE South 60' 26' 34" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Moll for a distance of 891.68 feet to a p.k. nail found in asphalt for the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left and continuing along the common line of Lots 1 and 2 in Block
1 of said Midway Mall through a central angle of 38" 03' 51"with a radius of 162.00 feet an arc length of 107.62 feet and a long chord bearing North 08"' 39' 55" East at a distance of 105.66 feet to a p.k. nail found in asphalt for the end of said **curve;**

THENCE North 1o• 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 247.42 feet to a *"x"*-cut found on the top of a concrete curb;

THENCE North 79• 38' 00" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Moll for a distance of 43.64 feet to a "y"-cut found on the top of a concrete curb, and the beginning of a curve to the left;

THENCE Northeasterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 26" 03' 02" with a radius of 216.14 feet an arc length of 98.27 feet and a long chord bearing North 66" 36' 29" East at a distance of

97.43 feet to a 5/8" Iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 51" 50' 36" East for a distance of 13.11 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Southerly right-of-way line of Fallon Drive, and also being the beginning of a non-tangent curve to the left;

THENCE Southeasterly along said non-tangent curve to the left and following along the Southerly right of way line of said Fallon Road through a central angle of 06" 56' 46" with a radius of 405.00 feet an arc length of 49.1O feet and a long chord bearing South 39' 50' 02" East at a distance of 49.07 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, at the end of said curve, also being the beginning of a non-tangent curve to the right, same being the common corner of aforementioned Lot 1 and Lot 4 of Block 1 of Midway Mall Addition, on addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas

THENCE leaving Southerly right of way line of said Fallon Road, along the common line of said Lot 1 ond Lot 4, through a central angle of 63" 44' 1O" with a radius of 25.00 feet, an arc length of 27.81 feet and a long chord bearing North 75• 1o'
31" West at a distance of 26.40 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non-tangent curve to the right;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 22· 14' 05" with a radius of
244.14 feet, an arc length of 94.74 feet and a long chord bearing South 64" 49' 00" West at a distance of 94.15 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a. non-tangent curve to the left;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 86" 18' 54• with a radius of
25.00 feet, an arc length of 37.66 feet and a long chord bearing South 32" 47' 25" West at a distance of 34.20 feet to a x-cut found at the top of a concrete curb, at the end of said curve,

THENCE South 1o• 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 194.98 feet to a x-cut found. at the top of a concrete curb for corner, also being the beginning of a non-tangent curve to the right,

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 1o• 03' 39" with a radius of
198.00 feet, an arc length of 34.77 feet and a long chord bearing South 05" 20' 14" East at a distance of 34.72 feet to a x-cut found at the top of a concrete curb, at the end of said curve;

THENCE North 89' 41' 34" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 37.42 feet to a 5/8" iron rod set for corner;

THENCE South 60" 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 114.00 feet to a 5/8" iron rod set corner in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29' 38' 00" West, along said Westerly right-of-way line for a distance of 946.99 feet to the POINT OF BEGINNING AND CONTAINING 42.8134 ACRES OF LAND, more or less.

TRACT 2 (1.1255 ACRES)

BEING all that certain lot, tractor parcel of land situated in the John Hendrix Survey Abstract Number 503 and the W.F. Potterson Survey, Abstract Number 969, all of Grayson County, Texas, and being all of Lots 5 and 7, Block 1, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, said County Records, and being more particularly described by metes and bounds

as follows:

BEGINNING at a 5/8" iron rod with plastic cop stomped "Corter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75, said point being the most Easterly Southeast corner of Midway Mall;

THENCE North 89' 23' 33" West for a distance of 639.05 feet to an "x"-cut found on the top of a concrete wall;

THENCE South 02" 22' 31" West for a distance of 140.00 feet to a 5/8" iron rod with plastic cap stamped "Carter &Burgess" found;

THENCE South 63" 30' 00" West for a distance of 13.90 feet to a 5/8" iron rod with plastic cap stomped "Carter & Burgess" found in the Easterly right-of-way line of Frisco Road, said point being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along said non-tangent curve to the left, through a central angle of 14' 33' 31" with a radius of 500.00 feet an arc length of 127.05 feet and a long chord bearing North 33' 46' 52" West at a distance of 126.71 feet to a 5/8"
iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left through a central angle of 30- 14' 08", with a radius of 159.00 feet an arc length of 83.91 feet and a long chord bearing North 30• 46' 1O" East at a distance of 82.94, feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Easterly along said non-tangent curve to the left through a central angle of 16' 11' 06" with a radius of 252.36 feet on ore length of 71.29 feet and a long chord bearing South 81 • 18' 00" East at a distance of 71.05 feet to a p.k.. nail found in asphalt, to the end of said curve;

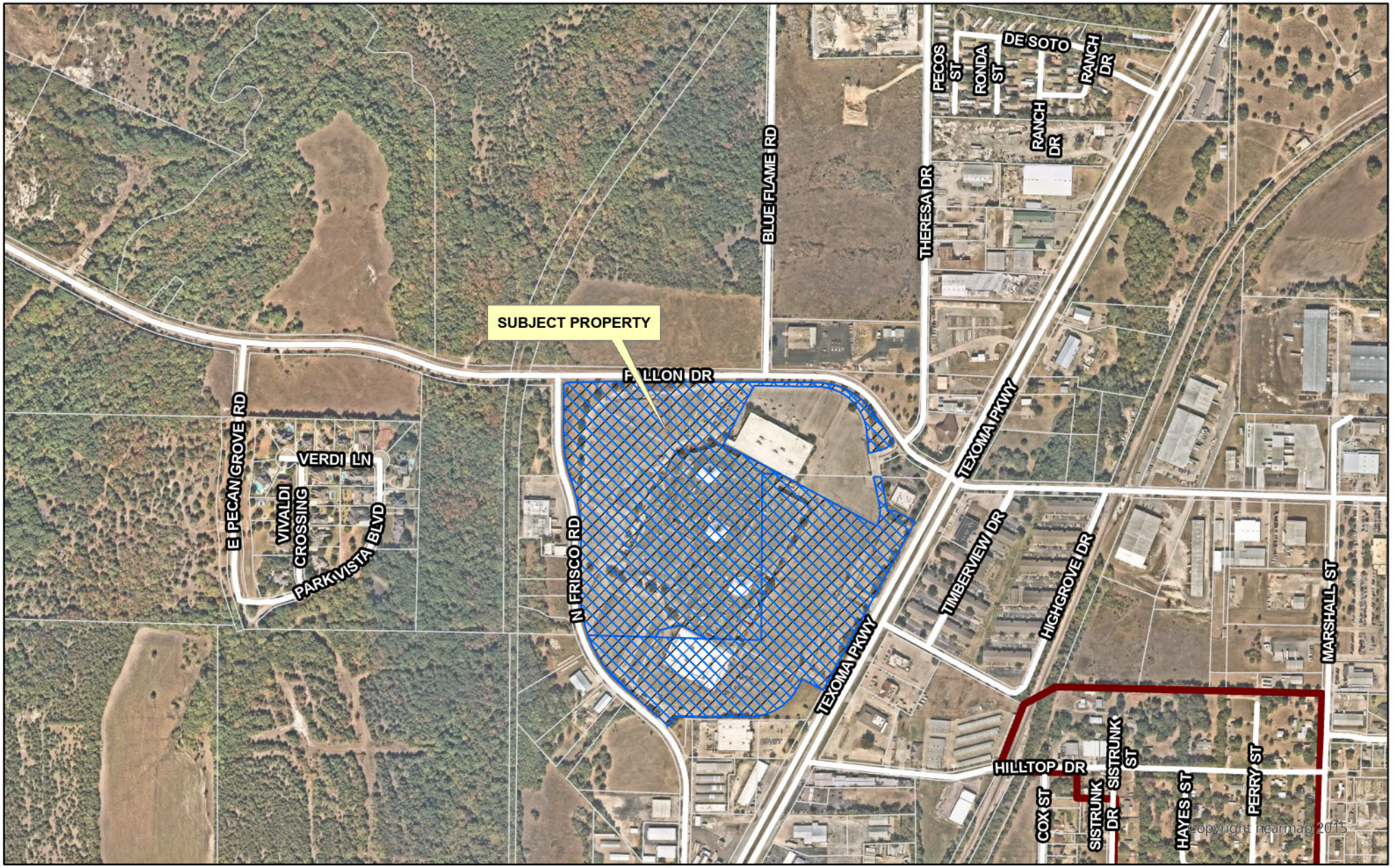
THENCE South as· 23' 33" East 320.83 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE; Northwesterly along said curve to the left, through a central angle of 60" 50' 23" with a radius of 250.00 feet an arc length of 265.46 feet and a long chord bearing North 60" 18' 55" East at a distance of 253.17 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 29' 38' 00" East 62.71 feet to a p.k. nail found in asphalt;

THENCE South 60' 22' 00" East for a distance of 138.00 feet to an "x"-cut found on the top of a concrete curb, said being in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29" 38' 00" West along said Westerly right-of-way line, for a distance of 155.05 feet to the POINT OF BEGINNING AND CONTAINING 1.1255 ACRES OF LAND, more or less.



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4800 TEXOMA PKWY

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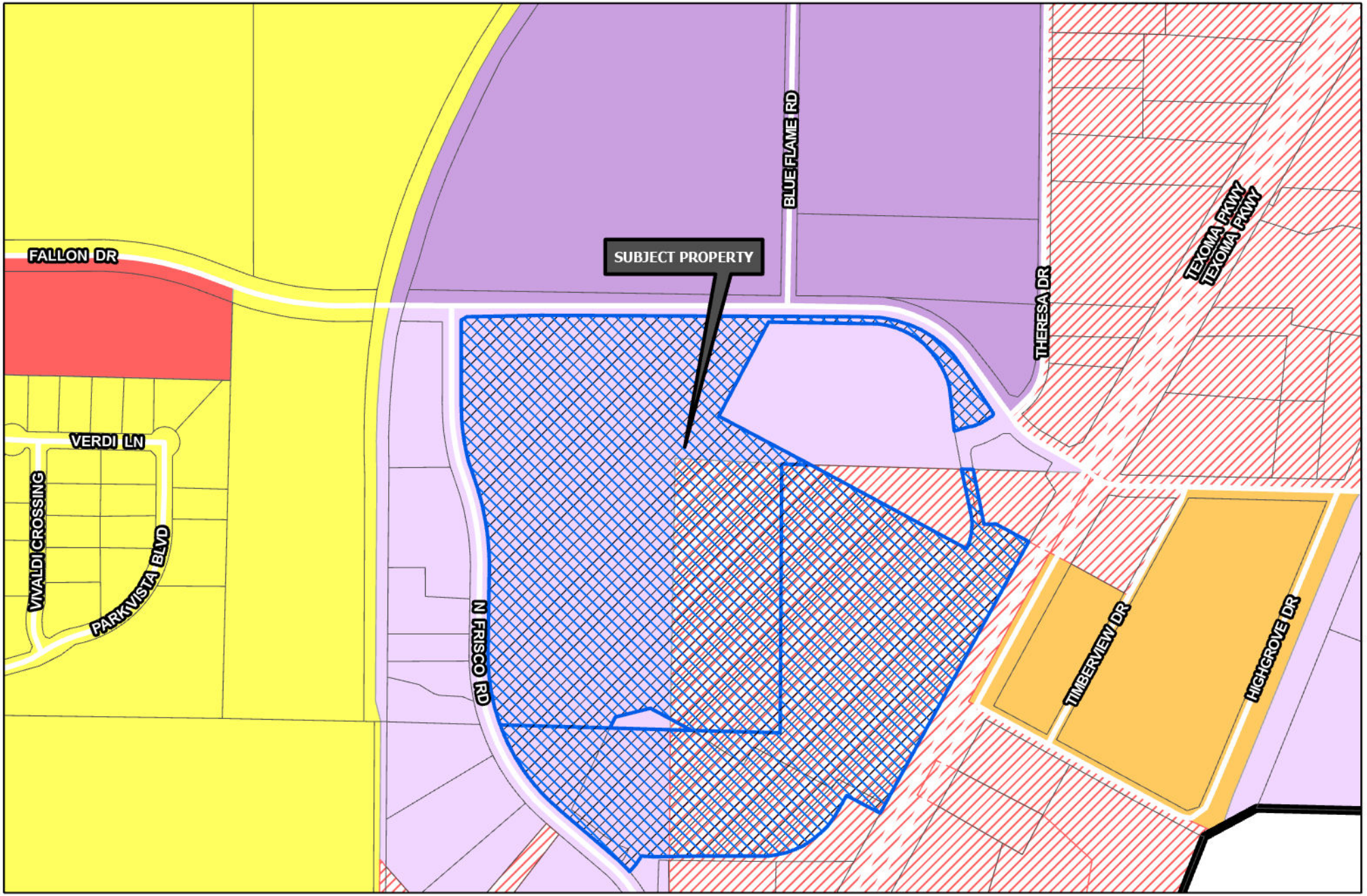
Date: 5/6/2023 9:55 AM



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
4800 TEXOMA PKWY

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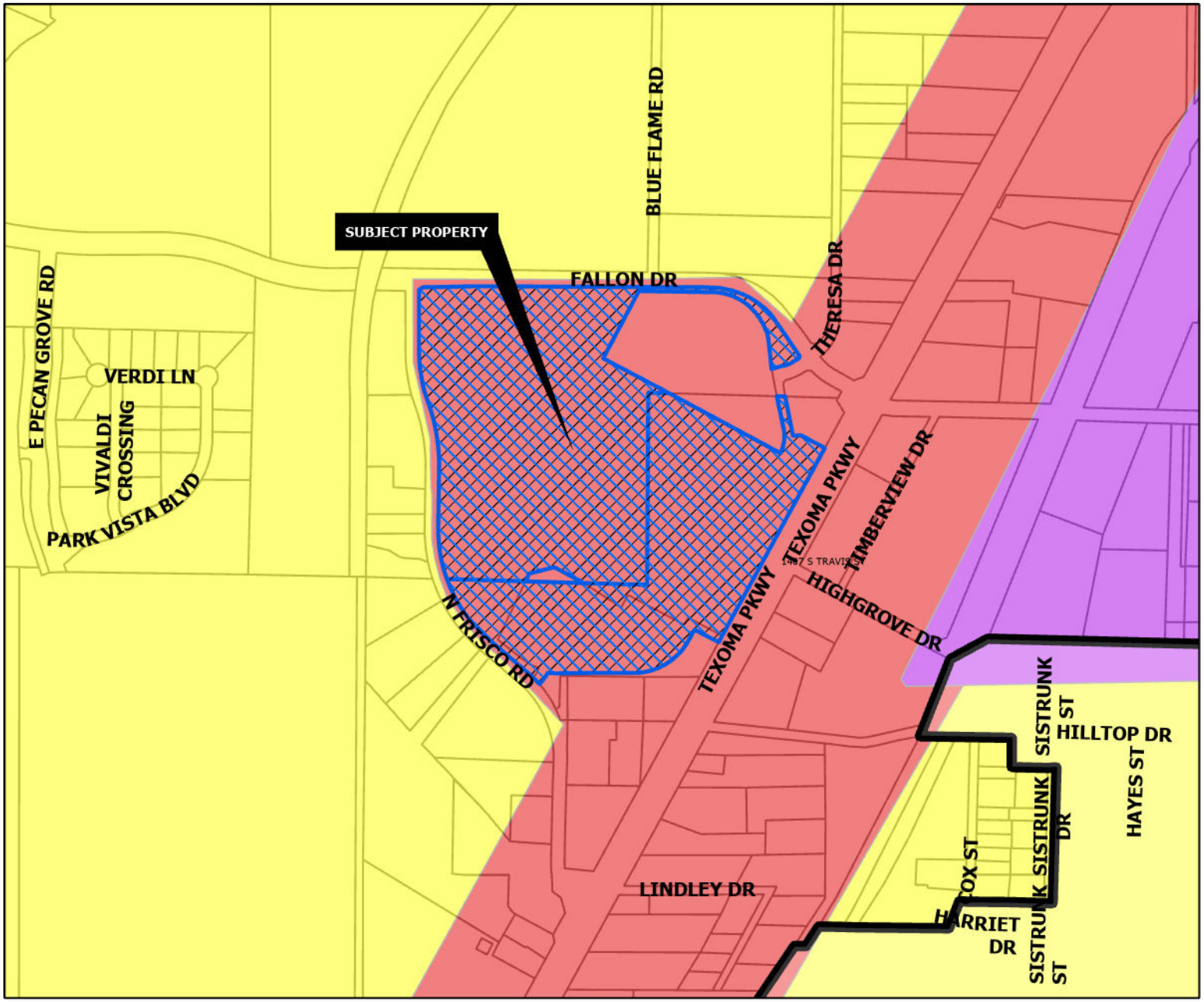
Date: 5/6/2023 10:43 AM

Marlow, Lauren

From: Planning
To: Juan torres
Subject: RE: Midway mall zoning singns

From: Juan torres **Sent:** Tuesday, May 2, 2023 10:42 AM
To: Planning
Subject: Midway mall zoning singns
Zoning signs

Sent from my iPhone



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

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
4800 TEXOMA PKWY

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W E
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Date: 5/6/2023 10:46 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 9, 2023

Star Midway, LLC
900 Linden Ave., Suite 100
Rochester, NY 14625

Old Republic
17330 Preston Road, Suite 150A
Dallas, TX 75252

Blue Sky Surveying and Mapping
David Petree
11015 Midway Road
Dallas, TX 75229

Dear Applicants,

The request of a Public Hearing and Zone Change, consisting of 43.9389 acres, Tract One, being 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall and Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall; a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District; and a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Warehousing in a C-2 (General Commercial) District.located at 4800 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 16, 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 (903.892.7267). *(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. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
6. 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.
7. 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 (SUP Mini-warehouse)

8. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
9. Drive Lane shall have two (2) points of ingress/egress or sufficient turn capabilities.

Engineering (SUP Warehouse)

10. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
11. Provided site plan is not sufficient for review purposes. Additional requirements may be made upon plan review.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or 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.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
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: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

4800 TEXOMA PARKWAY

The request of Star Midway, LLC (Owner), David Petree, Blue Sky Surveying and Mapping (Surveyor) and Old Republic (Site Management Services) concerning the property located at 4800 Texoma Parkway, consisting of 43.9389 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change, consisting of 43.9389 acres, Tract One, being 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall and Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall
B. Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District.
C. Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Warehousing in a C-2 (General Commercial) District.

Background:

The property is located at 4800 Texoma Parkway between Fallon Drive and North Frisco Road and is zoned M-1 (Light Manufacturing) District and C-2 (General Commercial) District.

The owner is requesting a Zone Change for Tract One and Tract Two from a M-1 (Light Manufacturing) District and C-2 (General Commercial) District to C-2 (General Commercial) District. The owner is also requesting a Site Plan and Specific Use Permit to allow a Mini-warehouse and Warehousing in a C-2 (General Commercial) District.

The following has been approved for this location:

- September 9, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- September 8, 1987 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 13, 1969 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District in Lease Space B-7-4
- February 22, 2022 - Temporary Use Permit to allow a Mobile COVID Testing Site in a C-2 (General Commercial) District/M-1 (Light Manufacturing) District
- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in a M-1 (Light Manufacturing) District.
- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District

Adjacent Zoning:

M-1 (Light Manufacturing) District
C-2 (General Commercial) District
MF-30 (Multi-Family Residential) District

Origination:

Star Midway, LLC (Owner)
David Petree, Blue Sky Surveying and Mapping (Surveyor)
Old Republic (Site Management Services)

Master Plan Designation:

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

Number of notices mailed:

20

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Site Plan

Survey
Redevelopment Layout
Self Storage Floor Plan
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

ORDINANCE NO. 6603 (Tabled at the June 26, 2023 Called City Council Meeting)
Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Mini-Warehouse in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, Consisting of 43.9389 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and Being a Portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, 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

Issue:

To consider granting a Specific Use Permit for a Mini-Warehouse Located in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, consisting of 43.9389 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, Surveyor)

Background:

At the June 26th, 2023 Called City Council Meeting, this item was presented and a public hearing occurred to consider a Specific Use Permit to allow a Mini-warehouse in a C-2 (General Commercial) District. During Called Council Meeting this item was tabled to allow for the applicant to provide additional information on the proposed development.

The property is located at 4800 Texoma Parkway between Fallon Drive and North Frisco Road and is zoned M-1 (Light Manufacturing) District and C-2 (General Commercial) District.

The following has been approved for this location:

- September 9, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- September 8, 1987 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 13, 1969 - Specific Use Permit to allow a private club in a C-2 (General Commercial)

District in Lease Space B-7-4
- February 22, 2022 - Temporary Use Permit to allow a Mobile COVID Testing Site in a C-2 (General Commercial) District/M-1 (Light Manufacturing) District
- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in a M-1 (Light Manufacturing) District.
- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District

Origination:

Star Midway, LLC (Owner)
David Petree, Blue Sky Surveying and Mapping (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6603
Exhibit A - Legal Description
Exhibit B - Site Plan
Revised Plan
Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Elevations
STAFF REVIEW LETTER
P&Z COMMUNICATION

ORDINANCE NO. 6603

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 MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, CONSISTING OF 43.9389 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 50, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136 AND BEING A PORTION OF BLOCKS 1, 2 AND 4 AND ALL OF BLOCK 5, OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4800 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to Mini-warehouse, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(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. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
6. 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.
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

8. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. 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 8. 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 9. 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 10. 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 26th day of June 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 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 – LEGAL DESCRIPTION (FIELD NOTES)

TRACT 1 (42.8134 ACRES)

BEING all that certain lot, tract or parcel of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Patterson Survey, Abstract Number 969, the Daniel Shelp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, all of Grayson County, Texas, and being oil of Lots 1 and 3 of Block 1, Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas, ond being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75 (200 foot right of way), said point being the most Easterly Southeast corner of Lot 5 in Block 1 of said Midway Moll;

THENCE North 29• 38' 00" East and following along the Westeriy right-of-way line of said U.S. Highway No. 75 for a distance of 183.05 feet to an "x" cut found in the top of a concrete curb for the Northeast corner of Lot 6 in Block 1, some being the Southeast corner of Lot 1, Block 1, said Midway Mall, for the POINT OF BEGINNING for this tract;

THENCE North 60" 22' 00" West and departing the Westerly right-of-way line of said U.S. Highway 75, and following the common line of said Lots 1 and 6, for a distance of 174.00 feet to a p.k. nail found in asphalt.

THENCE South 29" 38' 00" West and following the common line of said Lots 1 and 6, for a distance of 32.45 feet to a p.k. nail found in asphalt;

THENCE North 60" 22' 00" West and following the common line of said Lots 1 and 6, for a distance of 279.29 feet to a p.k. nail found in asphalt;

THENCE South 29" 33' 26" West and following the common line of said Lots 1 and 6, for a distance of 64.97 feet to a p.k. nail found in asphalt;

THENCE North 60" 26' 34" West and following the common line of said Lots 1 and 6, for a distance of 342.00 feet to an x-cut found on the top of a brick wall;

THENCE South 76" 55' 38" West and following the **common** line of said Lots 1 and 6, for a distance of 114.17 feet to a p.k. nail found in asphalt;

THENCE South 29" 33' 23" West and following the **common** line of said Lots 1 and 6, for a distance of 288.31 feet to a p.k. nail found in asphalt;

THENCE South 50" 36' 11'' East and following the common line of said Lots 1 and 6, for a distance of 168.19 feet to a p.k. nail found in asphalt and the beginning of a curve to the left;

THENCE Southeasterly along said curve to the left, and following the common line of said Lots 1 and 6, through a central angle of 16" 31' 20" with a radius of 252.36 feet an arc length of 72.77 feet ond a long chord bearing South 58' 51' 51" East at o distance of 72.52 feet to a p.k. nail found in asphalt, the end of said curve;
t
THENCE South 22" 52' 29" West and following the common line of said Lots 1 and 6, for a distance of 18.57 feet to a p.k. nail found In asphalt for the beginning of a curve to the right;

THENCE in a Southwesterly direction along said curve to the right, and following the common line of said Lots 1 and 6, through a central angle of 22" 42' 1O" with a radius of 131.00 feet an arc length of 51.91 feet and a long chord bearing South 34• 13' 34" West at a distance of 51.57 feet to a x-

cut found in the top of a concrete curb at the end of said curve, and being in the Easterly right-of-way line of Frisco Rood, said point also being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along the Easterly right of way line of said Frisco Rood and along said non-tangent curve to the left, through a central angle of 04· 20' 01" with a radius of 500.00 feet an ore length of 37.82 feet and a long chord bearing North 46" 26' 14" West at a distance of 37.81 feet to a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found at the end of said curve;

THENCE North 48' 36' 1O" West for a distance of 222.94 feet to a 5/8" iron rod with plastic cap stamped •carter & Burgess" found, for the beginning of a curve to the right;

THENCE Northwesterly along the Easterly right of way line of said Frisco Rood and continuing along said curve to the right, through a central angle of so• 30' 00" with a radius of 640.00 feet an arc length of 564.09 feet and a long chord bearing North 23" 21' 11• West at a distance of 546.01 feet to a 5/8" iron rod found at the end of said curve;

THENCE North 01' 53' 49" East and continuing along the Easterly right of way line of said Frisco Rood for a distance of 260.60 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road along said curve to the left, through a central angle of 20" 49' 05" with a radius of 841.56 feet an arc length of 305.78 feet and a long chord bearing
North 08" 30' 43" West at a distance of 304.10 feet to a 5/8" iron rod with plastic cap stamped "carter & Burgess" found for the end of said curve and the beginning of a reverse curve to the right;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Rood with said reverse curve to the right, through a central angle of 19" 55' 11• with a radius of 660.80 feet an ore length of 229.74 feet and a long chord bearing North OB" 57' 41" West at a distance of 228.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North oo• 59' 55" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 274.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line for the intersection of said
Frisco Road and Fallon Drive;

THENCE North 45' 59' 55" East and deporting the Easterly right-of-way line of said Frisco Road along said cut-back line for Fallon Road for a distance of 14.14 feet to a 5/8" iron rod with plastic cap stomped "Carter & Burgess" found in the Southerly right-of-way line of said Fallon Drive;

THENCE South 89" 00' 05" East along the Southerly right-of-way line of said Fallon Drive for a distance of 1026.91 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 88" 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of
266.54 feet to a 5/8" iron rod with plastic cop stomped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly and continuing along the Southerly right of way line of said Fallon Drive along said curve to the right, through a central angle of 56" 00' 00" with a radius of 360.00 feet an arc length of 351.86 feet and a long chord bearing
South so• 08' 17" East at a distance of 338.02 feet to a 5/8" iron rod with plastic cop stamped "Carter & Burgess" found at
the end of said curve;

THENCE South 32" 08' 17" East and continuing along the Southerly right of way line of said Fallon

Drive for a distance of
175.32 (174.68) feet to on "x"-cut found in the concrete gutter for the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said curve to the right and departing the Southerly right-of-way line of said Fallon Drive, through a central angle of 31• 23' 18" with a radius of 20.00 feet an arc length of 10.96 feet and a long chord bearing South 36" 41'
1O" West at a distance of 10.82 feet to an x-cut found in concrete gutter, for the end of said curve and the beginning of a compound curve to the right;

THENCE Southwesterly along said compound curve to the right, through a central angle of 27" 15' 11" with a radius of 188.14 feet an arc length of 89.49 and a long chord bearing South 66 • 00' 25" West at a distance of 88.65 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE South 79" 38' 00" West along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of
25.64 feet to a p.k. nail found in asphalt;

THENCE North 1o· 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 136.64 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall, through a central angle of *77* 46' 17" with a radius of 254.94 feet an arc length of 346.05 feet and a long chord bearing North 49' 15' 08" West at a distance of 320.09 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 88" 08' 17" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 273.18 feet to a p.k. nail found in asphalt;

THENCE North 89" 00' 05" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 54.05 feet to a p.k. nail found in asphalt;

THENCE South 29• 33' 26" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 335.58 feet to a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found in an expansion joint between concrete slabs;

THENCE South 60' 26' 34" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Moll for a distance of 891.68 feet to a p.k. nail found in asphalt for the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left and continuing along the common line of Lots 1 and 2 in Block
1 of said Midway Mall through a central angle of 38" 03' 51"with a radius of 162.00 feet an arc length of 107.62 feet and a long chord bearing North 08"' 39' 55" East at a distance of 105.66 feet to a p.k. nail found in asphalt for the end of said **curve;**

THENCE North 1o• 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 247.42 feet to a *"x"*-cut found on the top of a concrete curb;

THENCE North 79• 38' 00" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Moll for a distance of 43.64 feet to a "y"-cut found on the top of a concrete curb, and the beginning of a curve to the left;

THENCE Northeasterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 26" 03' 02" with a radius of 216.14 feet an arc length of 98.27 feet and a long chord bearing North 66" 36' 29" East at a distance of

97.43 feet to a 5/8" Iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 51" 50' 36" East for a distance of 13.11 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Southerly right-of-way line of Fallon Drive, and also being the beginning of a non-tangent curve to the left;

THENCE Southeasterly along said non-tangent curve to the left and following along the Southerly right of way line of said Fallon Road through a central angle of 06" 56' 46" with a radius of 405.00 feet an arc length of 49.1O feet and a long chord bearing South 39' 50' 02" East at a distance of 49.07 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, at the end of said curve, also being the beginning of a non-tangent curve to the right, same being the common corner of aforementioned Lot 1 and Lot 4 of Block 1 of Midway Mall Addition, on addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas

THENCE leaving Southerly right of way line of said Fallon Road, along the common line of said Lot 1 ond Lot 4, through a central angle of 63" 44' 1O" with a radius of 25.00 feet, an arc length of 27.81 feet and a long chord bearing North 75• 1o'
31" West at a distance of 26.40 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non-tangent curve to the right;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 22· 14' 05" with a radius of
244.14 feet, an arc length of 94.74 feet and a long chord bearing South 64" 49' 00" West at a distance of 94.15 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a. non-tangent curve to the left;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 86" 18' 54• with a radius of
25.00 feet, an arc length of 37.66 feet and a long chord bearing South 32" 47' 25" West at a distance of 34.20 feet to a x-cut found at the top of a concrete curb, at the end of said curve,

THENCE South 1o• 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 194.98 feet to a x-cut found. at the top of a concrete curb for corner, also being the beginning of a non-tangent curve to the right,

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 1o• 03' 39" with a radius of
198.00 feet, an arc length of 34.77 feet and a long chord bearing South 05" 20' 14" East at a distance of 34.72 feet to a x-cut found at the top of a concrete curb, at the end of said curve;

THENCE North 89' 41' 34" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 37.42 feet to a 5/8" iron rod set for corner;

THENCE South 60" 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 114.00 feet to a 5/8" iron rod set corner in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29' 38' 00" West, along said Westerly right-of-way line for a distance of 946.99 feet to the POINT OF BEGINNING AND CONTAINING 42.8134 ACRES OF LAND, more or less.

TRACT 2 (1.1255 ACRES)

BEING all that certain lot, tractor parcel of land situated in the John Hendrix Survey Abstract Number 503 and the W.F. Potterson Survey, Abstract Number 969, all of Grayson County, Texas, and being all of Lots 5 and 7, Block 1, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, said County Records, and being more particularly described by metes and bounds

as follows:

BEGINNING at a 5/8" iron rod with plastic cop stomped "Corter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75, said point being the most Easterly Southeast corner of Midway Mall;

THENCE North 89' 23' 33" West for a distance of 639.05 feet to an "x"-cut found on the top of a concrete wall;

THENCE South 02" 22' 31" West for a distance of 140.00 feet to a 5/8" iron rod with plastic cap stamped "Carter &Burgess" found;

THENCE South 63" 30' 00" West for a distance of 13.90 feet to a 5/8" iron rod with plastic cap stomped "Carter & Burgess" found in the Easterly right-of-way line of Frisco Road, said point being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along said non-tangent curve to the left, through a central angle of 14' 33' 31" with a radius of 500.00 feet an arc length of 127.05 feet and a long chord bearing North 33' 46' 52" West at a distance of 126.71 feet to a 5/8"
iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left through a central angle of 30- 14' 08", with a radius of 159.00 feet an arc length of 83.91 feet and a long chord bearing North 30• 46' 1O" East at a distance of 82.94, feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Easterly along said non-tangent curve to the left through a central angle of 16' 11' 06" with a radius of 252.36 feet on ore length of 71.29 feet and a long chord bearing South 81 • 18' 00" East at a distance of 71.05 feet to a p.k.. nail found in asphalt, to the end of said curve;

THENCE South as· 23' 33" East 320.83 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

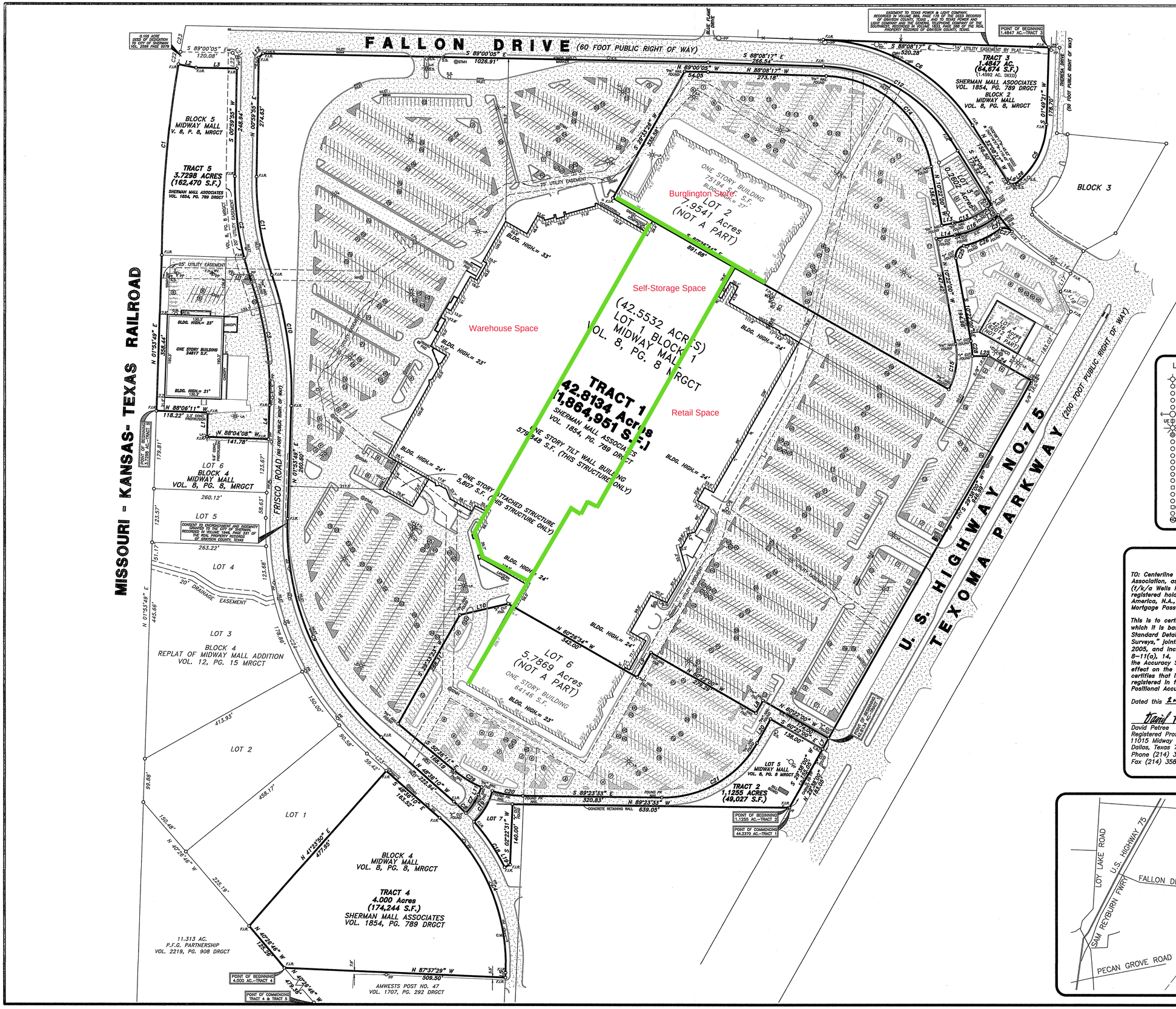
THENCE; Northwesterly along said curve to the left, through a central angle of 60" 50' 23" with a radius of 250.00 feet an arc length of 265.46 feet and a long chord bearing North 60" 18' 55" East at a distance of 253.17 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 29' 38' 00" East 62.71 feet to a p.k. nail found in asphalt;

THENCE South 60' 22' 00" East for a distance of 138.00 feet to an "x"-cut found on the top of a concrete curb, said being in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29" 38' 00" West along said Westerly right-of-way line, for a distance of 155.05 feet to the POINT OF BEGINNING AND CONTAINING 1.1255 ACRES OF LAND, more or less.

EXHIBIT B


FALLON DRIVE (60 FOOT PUBLIC RIGHT OF WAY)
MISSOURI - KANSAS- TEXAS RAILROAD
U.S. HIGHWAY NO.75 TEXOMA PARKWAY (200 FOOT PUBLIC RIGHT OF WAY)
FRISCO ROAD (80 FOOT PUBLIC RIGHT OF WAY)
INDESA DRIVE (60 FOOT PUBLIC RIGHT OF WAY)
BLUE FLAME DRIVE
TRACT 1
42.8134 Acres
1,864,951 S.F.
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
Self-Storage Space
Warehouse Space
Retail Space
(42.5532 ACRES)
LOT 1 BLOCK 1
MIDWAY MALL
VOL. 8, PG. 8 MRGCT
ONE STORY TILT WALL BUILDING
579,348 S.F. (THIS STRUCTURE ONLY)
ONE STORY BUILDING
5,807 S.F.
ATTACHED STRUCTURE
(THIS STRUCTURE ONLY)
ONE STORY BUILDING
75194 S.F.
BLDG. HIGH.= 27'
Burglington Store
LOT 2
7.9541 Acres
(NOT A PART)
LOT 6
5.7869 Acres
(NOT A PART)
ONE STORY BUILDING
64146 S.F.
BLDG. HIGH.= 23'
LOT 1
0.2502 Acres
(10,900 S.F.)
LOT 4
1.6255 Acres
(NOT A PART)
TRACT 2
1.1255 ACRES
(49,027 S.F.)
TRACT 3
1.4847 AC.
(64,674 S.F.)
(1.4582 AC. DEED)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
BLOCK 2
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
BLOCK 3
BLOCK 5
MIDWAY MALL
V. 8, P. 8, MRGCT
TRACT 5
3.7298 ACRES
(162,470 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
LOT 6
BLOCK 4
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
LOT 5
CONSENT TO ENCROACHMENT AND INDEMNITY GRANTED TO THE CITY OF SHERMAN RECORDED IN VOLUME 1848, PAGE 331 OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS
LOT 4
LOT 3
BLOCK 4
REPLAT OF MIDWAY MALL ADDITION
VOL. 12, PG. 15 MRGCT
LOT 2
LOT 1
BLOCK 4
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
TRACT 4
4.000 Acres
(174,244 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
11.313 AC.
P.F.G. PARTNERSHIP
VOL. 2219, PG. 908 DRGCT
LOT 7
LOT 5
MIDWAY MALL
VOL. 8, PG. 8 MRGCT
AMWESTS POST NO. 47
VOL. 1707, PG. 292 DRGCT
POINT OF BEGINNING 4.000 AC.--TRACT 4
POINT OF COMMENCING TRACT 4 & TRACT 5
POINT OF BEGINNING 1.1255 AC.--TRACT 2
POINT OF COMMENCING 44.0370 AC.--TRACT 1
POINT OF BEGINNING 1.4847 AC.--TRACT 3
POINT OF COMMENCING 0.2502 AC.--LOT 1
EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 888, PAGE 179 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS ; AND TO TEXAS POWER AND LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, RECORDED IN VOLUME 1003, PAGE 888, OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS.
0.106 ACRE DEED OF DEDICATION TO CITY OF SHERMAN VOL. 2099 PAGE 0078
25' UTILITY EASEMENT
20' DRAINAGE EASEMENT
CONCRETE RETAINING WALL
BLDG. HIGH.= 33'
BLDG. HIGH.= 24'
BLDG. HIGH.= 23'
BLDG. HIGH.= 21'
S 89°00'05" E 1026.91'
S 89°00'05" E 120.08'
S 88°08'17" E 266.54'
S 88°08'17" E 520.28'
N 89°00'05" W 54.05'
N 88°08'17" W 273.16'
S 01°49'21" W 179.70'
S 32°31'16" W 358.58'
S 32°08'17" E 175.56'
N 12°07'27" W 156.50'
N 10°22'00" W 135.64'
N 10°22'00" W 247.42'
S 10°22'00" E 194.98'
S 89°08'17" E 891.68'
N 60°26'54" W 342.00'
N 60°26'54" W 279.97'
S 32°33'23" W 288.17'
S 32°36'11" E 288.19'
S 48°38'10" W 222.94'
S 48°38'10" E 188.82'
S 89°23'33" E 320.83'
N 89°23'33" W 639.05'
N 02°22'31" W 140.00'
N 41°23'50" E 47.85'
N 40°26'46" W 225.19'
N 40°26'46" W 735.28'
N 87°37'29" W 509.50'
N 01°53'49" E 358.44'
N 01°53'49" E 280.80'
N 01°53'49" E 445.68'
S 00°59'55" W 248.84'
N 00°59'55" E 274.63'
N 88°06'11" W 118.22'
N 88°04'08" W 141.78'
S 89°00'05" E 120.08'
S 01°53'49" W 150.00'
S 88°06'11" E 99.42'
S 88°06'11" E 99.68'
S 01°53'49" W 150.46'
S 01°53'49" W 413.93'
S 01°53'49" W 458.17'
S 01°53'49" W 90.58'
S 01°53'49" W 179.81'
S 01°53'49" W 123.67'
S 01°53'49" W 123.68'
S 01°53'49" W 178.86'
S 01°53'49" W 123.68'
S 01°53'49" W 151.17'
S 01°53'49" W 123.57'
S 01°53'49" W 58.63'
S 01°53'49" W 58.63'
S 01°53'49" W 260.12'
S 01°53'49" W 263.22'
N 40°26'46" W 473.38'
N 40°26'46" W 225.19'
N 40°26'46" W 150.46'
N 01°53'49" E 99.68'
N 01°53'49" E 150.00'
N 01°53'49" E 413.93'
N 01°53'49" E 458.17'
N 01°53'49" E 90.58'
N 01°53'49" E 179.81'
N 01°53'49" E 123.67'
N 01°53'49" E 123.68'
N 01°53'49" E 178.86'
N 01°53'49" E 123.68'
N 01°53'49" E 151.17'
N 01°53'49" E 123.57'
N 01°53'49" E 58.63'
N 01°53'49" E 58.63'
N 01°53'49" E 260.12'
N 01°53'49" E 263.22'
C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32 L33 L34 L35 L36 L37 L38 L39 L40

LEGAL DESCRIPTION

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground of property described as follows:

PARCEL 1

BEING 53.1534 acres of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Paterson Survey, Abstract Number 969, the Daniel Shelp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, City of Sherman, Grayson County, Texas, and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, County Records, Grayson County, Texas said 53.1534 acres of land consisting of 5 tracts as described individually by metes and bounds as follows:

TRACT 1 (42.8134 ACRES)

BEING all that certain lot, tract or parcel of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Patterson Survey, Abstract Number 969, the Daniel Shelp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, all of Grayson County, Texas, and being all of Lots 1 and 3 of Block 1, Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of U.S. Highway No. 75 (200 foot right of way), said point being the most Easterly Southeast corner of Lot 5 in Block 1 of said Midway Mall;

THENCE North 29° 38' 00" East and following along the Westerly right–of–way line of said U.S. Highway No. 75 for a distance of 183.05 feet to an "x" cut found in the top of a concrete curb for the Northeast corner of Lot 6 in Block 1, same being the Southeast corner of Lot 1, Block 1, said Midway Mall, for the POINT OF BEGINNING for this tract;

THENCE North 60° 22' 00" West and departing the Westerly right–of–way line of said U.S. Highway 75, and following the common line of said Lots 1 and 6, for a distance of 174.00 feet to a p.k. nail found in asphalt.

THENCE South 29° 38' 00" West and following the common line of said Lots 1 and 6, for a distance of 32.45 feet to a p.k. nail found in asphalt;

THENCE North 60° 22' 00" West and following the common line of said Lots 1 and 6, for a distance of 279.29 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 26" West and following the common line of said Lots 1 and 6, for a distance of 64.97 feet to a p.k. nail found in asphalt;

THENCE North 60° 26' 34" West and following the common line of said Lots 1 and 6, for a distance of 342.00 feet to an x–cut found on the top of a brick wall;

THENCE South 76° 55' 38" West and following the common line of said Lots 1 and 6, for a distance of 114.17 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 23" West and following the common line of said Lots 1 and 6, for a distance of 288.31 feet to a p.k. nail found in asphalt;

THENCE South 50° 36' 11" East and following the common line of said Lots 1 and 6, for a distance of 168.19 feet to a p.k. nail found in asphalt and the beginning of a curve to the left;

THENCE Southeasterly along said curve to the left, and following the common line of said Lots 1 and 6, through a central angle of 16° 31' 20" with a radius of 252.36 feet an arc length of 72.77 feet and a long chord bearing South 58° 51' 51" East at a distance of 72.52 feet to a p.k. nail found in asphalt, the end of said curve;
t
THENCE South 22° 52' 29" West and following the common line of said Lots 1 and 6, for a distance of 18.57 feet to a p.k. nail found in asphalt for the beginning of a curve to the right;

THENCE in a Southwesterly direction along said curve to the right, and following the common line of said Lots 1 and 6, through a central angle of 22° 42' 10" with a radius of 131.00 feet an arc length of 51.91 feet and a long chord bearing South 34° 13' 34" West at a distance of 51.57 feet to a x–cut found in the top of a concrete curb at the end of said curve, and being in the Easterly right–of–way line of Frisco Road, said point also being the beginning of a non–tangent curve to the left;

THENCE Northwesterly along the Easterly right of way line of said Frisco Road and along said non–tangent curve to the left, through a central angle of 04° 20' 01" with a radius of 500.00 feet an arc length of 37.82 feet and a long chord bearing North 46° 26' 14" West at a distance of 37.81 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the end of said curve;

THENCE North 48° 36' 10" West for a distance of 222.94 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, for the beginning of a curve to the right;

THENCE Northwesterly along the Easterly right of way line of said Frisco Road and continuing along said curve to the right, through a central angle of 50° 30' 00" with a radius of 640.00 feet an arc length of 564.09 feet and a long chord bearing North 23° 21' 11" West at a distance of 546.01 feet to a 5/8" iron rod found at the end of said curve;

THENCE North 01° 53' 49" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 260.60 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road along said curve to the left, through a central angle of 20° 49' 05" with a radius of 841.56 feet an arc length of 305.78 feet and a long chord bearing North 08° 30' 43" West at a distance of 304.10 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a reverse curve to the right;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road with said reverse curve to the right, through a central angle of 19° 55' 11" with a radius of 660.80 feet an arc length of 229.74 feet and a long chord bearing North 08° 57' 41" West at a distance of 228.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 00° 59' 55" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 274.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line for the intersection of said Frisco Road and Fallon Drive;

THENCE North 45° 59' 55" East and departing the Easterly right–of–way line of said Frisco Road along said cut–back line for Fallon Road for a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Southerly right–of–way line of said Fallon Drive;

THENCE South 89° 00' 05" East along the Southerly right–of–way line of said Fallon Drive for a distance of 1026.91 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 88° 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of 266.54 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly and continuing along the Southerly right of way line of said Fallon Drive along said curve to the right, through a central angle of 56° 00' 00" with a radius of 360.00 feet an arc length of 351.86 feet and a long chord bearing South 60° 08' 17" East at a distance of 338.02 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the end of said curve;

THENCE South 32° 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of 175.32 (174.68) feet to an "x"–cut found in the concrete gutter for the beginning of a non–tangent curve to the right;

THENCE Southwesterly along said curve to the right and departing the Southerly right–of–way line of said Fallon Drive, through a central angle of 31 ° 23' 18" with a radius of 20.00 feet an arc length of 10.96 feet and a long chord bearing South 36° 41' 10" West at a distance of 10.82 feet to an x–cut found in concrete gutter, for the end of said curve and the beginning of a compound curve to the right;

THENCE Southwesterly along said compound curve to the right, through a central angle of 27° 15' 11" with a radius of 188.14 feet an arc length of 89.49 and a long chord bearing South 66 ° 00' 25" West at a distance of 88.65 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE South 79° 38' 00" West along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 25.64 feet to a p.k. nail found in asphalt;

THENCE North 10° 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 136.64 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall, through a central angle of 77° 46' 17" with a radius of 254.94 feet an arc length of 346.05 feet and a long chord bearing North 49° 15' 08" West at a distance of 320.09 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 88° 08' 17" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 273.18 feet to a p.k. nail found in asphalt;

THENCE North 89° 00' 05" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 54.05 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 26" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 335.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in an expansion joint between concrete slabs;

THENCE South 60° 26' 34" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 891.68 feet to a p.k. nail found in asphalt for the beginning of a non–tangent curve to the left;

THENCE Northeasterly along said non–tangent curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 38° 03' 51"with a radius of 162.00 feet an arc length of 107.62 feet and a long chord bearing North 08° 39' 55" East at a distance of 105.66 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 10° 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 247.42 feet to a "x"–cut found on the top of a concrete curb;

THENCE North 79° 38' 00" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 43.64 feet to a "y"–cut found on the top of a concrete curb, and the beginning of a curve to the left;

THENCE Northeasterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 26° 03' 02" with a radius of 216.14 feet an arc length of 98.27 feet and a long chord bearing North 66° 36' 29" East at a distance of 97.43 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 51° 50' 36" East for a distance of 13.11 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Southerly right–of–way line of Fallon Drive, and also being the beginning of a non–tangent curve to the left;

THENCE Southeasterly along said non–tangent curve to the left and following along the Southerly right of way line of said Fallon Road through a central angle of 06° 56' 46" with a radius of 405.00 feet an arc length of 49.10 feet and a long chord bearing South 39° 50' 02" East at a distance of 49.07 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, at the end of said curve, also being the beginning of a non–tangent curve to the right, same being the common corner of aforementioned Lot 1 and Lot 4 of Block 1 of Midway Mall Addition, an addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas

THENCE leaving Southerly right of way line of said Fallon Road, along the common line of said Lot 1 and Lot 4, through a central angle of 63° 44' 10" with a radius of 25.00 feet, an arc length of 27.81 feet and a long chord bearing North 75° 10' 31" West at a distance of 26.40 feet to a x–cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non–tangent curve to the right;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 22° 14' 05" with a radius of 244.14 feet, an arc length of 94.74 feet and a long chord bearing South 64° 49' 00" West at a distance of 94.15 feet to a x–cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non–tangent curve to the left;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 86° 18' 54" with a radius of 25.00 feet, an arc length of 37.66 feet and a long chord bearing South 32° 47' 25" West at a distance of 34.20 feet to a x–cut found at the top of a concrete curb, at the end of said curve,

THENCE South 10° 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 194.98 feet to a x–cut found at the top of a concrete curb for corner, also being the beginning of a non–tangent curve to the right,

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 10° 03' 39" with a radius of 198.00 feet, an arc length of 34.77 feet and a long chord bearing South 05° 20' 14" East at a distance of 34.72 feet to a x–cut found at the top of a concrete curb, at the end of said curve;

THENCE North 89° 41' 34" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 37.42 feet to a 5/8" iron rod set for corner;

THENCE South 60° 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 114.00 feet to a 5/8" iron rod set corner in the Westerly right–of–way line of the aforementioned U.S. Highway No. 75;

THENCE South 29° 38' 00" West, along said Westerly right–of–way line for a distance of 946.99 feet to the POINT OF BEGINNING AND CONTAINING 42.8134 ACRES OF LAND, more or less.

TRACT 2 (1.1255 ACRES)

BEING all that certain lot, tractor parcel of land situated in the John Hendrix Survey Abstract Number 503 and the W.F. Patterson Survey, Abstract Number 969, all of Grayson County, Texas, and being all of Lots 5 and 7, Block 1, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, said County Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of U.S. Highway No. 75, said point being the most Easterly Southeast corner of Midway Mall;

THENCE North 89° 23' 33" West for a distance of 639.05 feet to an "x"–cut found on the top of a concrete wall;

THENCE South 02° 22' 31" West for a distance of 140.00 feet to a 5/8" iron rod with plastic cap stamped "Carter &Burgess" found;

THENCE South 63° 30' 00" West for a distance of 13.90 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Easterly right–of–way line of Frisco Road, said point being the beginning of a non–tangent curve to the left;

THENCE Northwesterly along said non–tangent curve to the left, through a central angle of 14° 33' 31" with a radius of 500.00 feet an arc length of 127.05 feet and a long chord bearing North 33° 46' 52" West at a distance of 126.71 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a non–tangent curve to the left;

THENCE Northeasterly along said non–tangent curve to the left through a central angle of 30° 14' 08", with a radius of 159.00 feet an arc length of 83.91 feet and a long chord bearing North 30° 46' 10" East at a distance of 82.94, feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a non–tangent curve to the left;

THENCE Easterly along said non–tangent curve to the left through a central angle of 16° 11' 06" with a radius of 252.36 feet an arc length of 71.29 feet and a long chord bearing South 81 ° 18' 00" East at a distance of 71.05 feet to a p.k.. nail found in asphalt, to the end of said curve;

THENCE South 89° 23' 33" East 320.83 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left, through a central angle of 60° 50' 23" with a radius of 250.00 feet an arc length of 265.46 feet and a long chord bearing North 60° 18' 55" East at a distance of 253.17 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 29° 38' 00" East 62.71 feet to a p.k. nail found in asphalt;

THENCE South 60° 22' 00" East for a distance of 138.00 feet to an "x"–cut found on the top of a concrete curb, said being in the Westerly right–of–way line of the aforementioned U.S. Highway No. 75;

THENCE South 29° 38' 00" West along said Westerly right–of–way line, for a distance of 155.05 feet to the POINT OF BEGINNING AND CONTAINING 1.1255 ACRES OF LAND, more or less.

TRACT 3 (1.4847 ACRES)

BEING all that certain lot, tract or parcel of land situated in the Daniel Shelp Survey, Abstract Number 1097, Grayson County, Texas, and being a portion of Block 2, Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, said County Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of Thersea Drive, said point being North 88° 08' 17" West at a distance of 25.00 feet from the most Northerly Northeast corner of said Midway Mall;

THENCE South 01° 49' 21" West along said Westerly right–of–way line of Thersea Drive for a distance of 178.70 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southwesterly along said curve to the right, and continuing along said Westerly right–of–way line of Thersea Drive, through a central angle of 51° 45' 35" (49° 29' 19" per deed) with a radius of 175.00 feet, an arc length of 158.09 feet (151.16 feet per deed) and a long chord bearing South 27° 42' 10" West (South 26° 34' 01" West per deed) at a distance of 152.77 feet (146.50 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line at the intersection of Frisco Road and Fallon Drive;

THENCE South 53° 34' 58" West and continuing along the Westerly right of way line of said Thersea Drive for a distance of 3.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for corner for cut–back line for Fallon Drive;

THENCE North 79° 35' 30" West along said cut back line for a distance of 13.54 feet (13.52 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Northerly right–of–way line of Fallon Drive;

THENCE North 32° 08' 17" West along said Northerly right–of–way line for a distance of 156.50 feet (45.63 feet and North 31° 19' 57" West for a distance of 110.45 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the beginning of a non–tangent curve to the left;

THENCE Northwesterly along said non–tangent curve to the left, and along said Northerly right–of–way line, through a central angle of 56° 00' 00" with a radius of 422.76 feet an arc length of 413.20 feet and a long chord bearing North 60° 08' 17" West at a distance of 396.95 feet to a 5/8" rod with plastic cap stamped "Carter & Burgess found in the Northerly line of the aforementioned Midway Mall;

THENCE South 88° 08' 17" East along the Northerly line of said Midway Mall for a distance of 520.28 feet to the POINT OF BEGINNING AND CONTAINING 1.4847 ACRES OF LAND (1.4592 acres per deed) more or less.

TRACT 4 (4.000 ACRES)

BEING all that certain lot, tract or parcel of land situated in the W.R. Patterson Survey, Abstract Number 969, Grayson County, Texas and being a portion of Block 4, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, said County Records and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the most Southerly corner of said Midway Mall, said point also being the most Southerly corner of that certain tract of land, as described by deed to Amvets Post #47 as recorded in Volume 1707 at Page 292 of the Deed Records of Grayson County, Texas.

THENCE North 40° 26' 46" West along the Westerly line of said Amvets Tract, and the Westerly line of said Block 4 for a distance of 479.36 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the POINT OF BEGINNING for this description;

THENCE North 40° 26' 46" West and continuing along the Westerly line of said Block 4 for a distance of 125.26 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, and being the most Southerly corner of Lot 1 in Block 4 of the Replat of Midway Mall Addition, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 12 at Page 15 of the Map Records of Grayson County, Texas;

THENCE North 41° 23' 50" East and departing the Westerly line of said Block 4 and following along the Southeasterly line of said Lot 1 in Block 4 of the Replat of Midway Mall Addition for a distance of 477.95 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of Frisco Road;

THENCE South 48° 36' 10" East along said Westerly right–of–way line of Frisco Road for a distance of 163.52 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly along said curve to the right, and continuing along said Westerly right–of–way line of Frisco Road through a central angle of 50° 58' 41" with a radius of 450.00 feet an arc length of 400.38 feet and a long chord bearing South 23° 06' 49" East at a distance of 387.30 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 02° 22' 36" West and continuing along said Westerly right–of–way line of Frisco Road for a distance of 10.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Northerly line of the aforementioned Amvets Tract;

THENCE North 87° 37' 29" West along the Northerly line of said Amvets Tract and departing said Westerly right–of–way line for a distance of 509.50 feet to the POINT OF BEGINNING AND CONTAINING 4.000 ACRES OF LAND, more or less.

TRACT 5 (3.7298 ACRES)

BEING all that certain lot, tract or parcel of land situated in the W.F. Patterson Survey, Abstract Number 969 and the T.J. Shannon Survey, Abstract Number 1136, Grayson County, Texas, and being a portion of Block 4 and Block 5, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, County Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the most Southerly corner of Midway Mall, said point also being the most Southerly corner of that certain tract of land described by Deed to Amvets Post #47, and recorded in Volume 1707, Page 292, said County Records;

THENCE North 40° 26' 46" West and following along the Westerly line of said Amvets Tract, the Westerly line of Block 4, Midway Mall and the Westerly line of Sherman East Ltd. Tract, as recorded in Volume 1792 at Page 410 of the Deed Records of Grayson County, Texas for a distance of 980.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for a point in the Easterly right–of–way line of Missouri–Kansas–Texas Railroad (M–K–T Railroad);

THENCE North 01° 53' 49" East and following along the Westerly line of said Sherman East Ltd. Tract, also the Westerly line of said Block 4 and the Easterly right–of–way line of said M–K–T Railroad for a distance of 900.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the Northwest corner of said Sherman East Ltd. Tract and being the POINT OF BEGINNING for this description;

THENCE North 01° 53' 49" East and continuing along the Westerly right–of–way line of said M–K–T Railroad and the Westerly line of said Midway Mall, for a distance of 358.44 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Northerly along said curve to the right, and continuing along the Westerly line of said Midway Mall and the Easterly right–of–way line of said M–K–T Railroad, through a central angle of 09° 27' 02" with a radius of2675.73 feet an arc length of 441.34 feet and a long chord bearing North 04° 56' 10" East at a distance of 440.84 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North 28°12' 21" West at a distance of 2.42 feet from a 5/8" found iron rod;

THENCE South 79° 09' 43" East and departing the Easterly right–of–way line of said M–K–T Railroad for a distance of 41.35 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North 02° 13' 48" West at a distance of 3.34 feet from a brass monument found in concrete;

THENCE South 89° 00' 24" East for a distance of 93.85 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of said Frisco Road;

THENCE South 00° 59' 55" West along the Westerly right of way line of Frisco Road for a distance of 248.94 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Southerly along said curve to the left and continuing along the Westerly line of said Frisco Road through a central angle of 19° 55' 11" with a radius of 710.80 feet an arc length of 247.12 feet and a long chord bearing South 08° 57' 41" East at a distance of 245.88 feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a reverse curve to the right;

THENCE Southerly along said reverse curve to the right and continuing along the Westerly right of way line of said Frisco Road through a central angle of 20° 49' 05" with a radius of 791.56 feet an arc length of 287.61 feet and a long chord bearing South 08° 30' 44" East for a distance of 286.03 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE South 01° 53' 49" West and continuing along the Westerly line of said Frisco Road for a distance of 78.29 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the Northwest corner of the aforementioned Sherman East Ltd. Tract;

THENCE North 88° 04' 08" West and departing the Westerly right–of–way line of said Frisco Road and following along the Northerly line of said Sherman East Ltd. Tract, for a distance of 141.78 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 01° 55' 52" East and continuing along the Northerly line of said Sherman tract for a distance of 56.21 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 88° 06' 11" West and continuing along the Northerly line of said Sherman tract for a distance of 118.22 feet to the POINT OF BEGINNING AND CONTAINING 3.7298 ACRES OF LAND, more or less.

DRAWN BY: BVN
CHECKED BY: DRP

REVISION

NO.	DATE	
1.	7/09/09	REVISED PER COMMENTS FULBRIGHT & JAWORSKI REV1/LINE2
2.	8/20/09	REVISED AMENDING TRACT 4 DESCRIPTION REV2/LINE2
3.	8/23/09	REVISED AMENDING MISC DESCRIPTIONS REV3/LINE2
4.	9/02/09	REV4/LINE1 REMOVE LOT 4 REV4/LINE2
5.	DATE	REV5/LINE1 REV5/LINE2

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC SITE MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP
17330 Preston Road, Suite 150A
Dallas, Texas 75252
P:(469) 737–7000 F:(469) 737–7070

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SHEET 2 OF 3

PROJECT NUMBER
OR090362

NUMBER	DIRECTION	DISTANCE
L1	N 01°55'52" E	56.21'
L2	S 79°09'43" E	41.35'
L3	S 89°00'24" E	93.85'
L4	S 01°53'49" W	78.29'
L5	S 02°22'36" W	10.63'
L6	N 79°35'30" W	13.54'
L7	N 29°38'00" E	28.00'
L8	S 29°38'00" W	32.45'
L9	S 29°33'26" W	64.97'
L10	S 76°55'38" W	114.17'
L11	S 22°52'29" W	18.57'
L12	N 45°59'55" E	14.14'
L13	S 79°38'00" W	25.64'
L14	N 79°38'00" E	43.64'
L15	N 51°50'36" E	13.11'
L16	S 60°22'00" E	47.06'
L17	S 29°05'05" W	48.20'
L18	S 27°44'44" E	51.84'
L19	S 63°30'00" W	13.90'
L20	N 29°38'00" E	62.71'
L21	S 44°00'05" E	14.14'
L22	S 00°59'55" W	25.69'
L23	S 48°36'10" E	59.42'
L24	S 60°22'00" E	14.00'
L25	N 89°41'34" E	37.42'
L26	S 53°34'58" W	3.09'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	09°27'02"	2675.73	441.34	440.84	N 04°56'10" E
C2	19°55'11"	710.80	247.12	245.88	S 08°57'41" E
C3	20°49'05"	791.56	287.61	286.03	S 08°30'44" E
C4	50°58'41"	450.00	400.38	387.30	S 23°06'49" E
C5	51°45'35"	175.00	158.09	152.77	S 27°42'10" W
C6	56°00'00"	422.76	413.20	396.95	N 60°08'17" W
C7	22°42'10"	131.00	51.91	51.57	S 34°13'34" W
C8	04°20'01"	500.00	37.82'	37.81'	N 46°26'14" W
C9	50°30'00"	640.00	564.09	546.01	N 23°21'11" W
C10	20°49'05"	841.56	305.78	304.10	N 08°30'43" W
C11	19°55'11"	660.80	229.74	228.59	N 08°57'41" W
C12	56°00'00"	360.00	351.86	338.02	S 60°08'17" E
C13	27°15'11"	188.14	89.49	88.65	S 66°00'25" W
C14	77°46'17"	254.94	346.05	320.09	N 49°15'08" W
C15	38°03'51"	162.00	107.62	105.66	N 08°39'55" E
C16	26°00'02"	216.14	98.27	97.43	N 66°36'29" E
C17	24°00'21"	405.00	169.69	168.45	S 48°21'50" E
C18	14°33'31"	500.00	127.05	126.71	N 33°46'52" W
C19	30°14'08"	159.00	83.91	82.94	N 30°46'10" E
C20	16°11'06"	252.36	71.29	71.05	S 81°18'00" E
C21	60°59'23"	250.00	265.46	253.17	N 60°18'55" E
C22	00°37'14"	2675.72	28.99	28.99	N 09°58'18" E
C23	01°18'16"	2675.72	60.91	60.91	N 10°56'03" E
C24	50°30'00"	690.00	608.16	588.66	S 23°21'11" E
C25	86°18'54"	25.00	37.66	34.20	S 32°47'25" W
C26	22°14'05"	24414	94.74	94.15	S 64°49'00" W
C27	63°44'10"	25.00	27.81	26.40	N 75°10'31" W
C28	10°03'39"	198.00	34.77	34.72	S 05°20'14" E
C29	16°31'20"	252.36	72.77	72.52	S 58°51'51" E
C30	31°23'18"	20.00	10.96	10.82	S 36°41'10" W
C31	06°56'46"	405.00'	49.10'	49.07'	S 39°50'02" E

GENERAL NOTES:

(1) FROM FIELD INSPECTION MADE ON THE DATE OF THIS SURVEY, THE UNDERSIGNED FOUND NO EVIDENCE OF CEMETERY OR BURIAL PLOTS ON THIS SITE.

(2) NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

(3) NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AVAILABLE FROM THE CONTROLLING JURISDICTION AND NO OBSERVABLE EVIDENCE OF RECENT OR SIDEWALK CONSTRUCTION OR REPAIR.

(4) NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

(5) ALL BUILDINGS TO BE SET BACK A MINIMUM 25' FROM ALL STREET RIGHT OF WAY LINES PER PLAT VOLUME 8, PAGE 8,.

STATEMENT OF ENCROACHMENTS

FROM FIELD INSPECTION MADE ON THE DATE OF THIS SURVEY, THE UNDERSIGNED FOUND ENCROACHMENTS, CONFLICTS OR PROTRUSIONS ON SUBJECT PROPERTY AS NOTED ON SURVEY:

(1) CONCRETE PAVEMENT PROTRUSION ALONG SOUTH PROPERTY LINE OF TRACT 5.

(2) BUILDING PROTRUSION ALONG WESTERLY PORTION OF TRACT 1 ONTO 25 FOOT UTILITY EASEMENT.

GRAYSON COUNTY TAX PARCELS OWNERSHIP IDENTIFICATION

(1) Sherman Mall Associates– 31.97 acres in Lot 3 and Part of Lots 1 & 2 in Block 1 of Midway Mall Addition. PIDN 167413
(2) Sherman Mall Associates– 11.97 acres in Lot 5 and Part of Lots 7 in Block 1 of Midway Mall Addition. PIDN 167415
(3) Sherman Mall Associates– 1.46 acres in Block 2 of Midway Mall Addition. PIDN 167421
(4) Sherman Mall Associates– 1.78 acres in Block 4 of Midway Mall Addition. PIDN 167423
(5) Sherman Mall Associates– 4.45 acres in Block 4 of Midway Mall Addition. PIDN 167425
(6) Sherman Mall Associates– 1.95 acres in Block 5 of Midway Mall Addition. PIDN 167427

PARKING TABULATION

TRACT 1
NORMAL PARKING = 2429
HANDICAP PARKING = 37
TOTAL PARKING = 2466

TRACT 2
NORMAL PARKING = 0
HANDICAP PARKING = 0
TOTAL PARKING = 0

TRACT 3
NORMAL PARKING = 0
HANDICAP PARKING = 0
TOTAL PARKING = 0

TRACT 4
NORMAL PARKING = 44
HANDICAP PARKING = 4
TOTAL PARKING = 48

TRACT 5
NORMAL PARKING = 47
HANDICAP PARKING = 0
TOTAL PARKING = 47

LOT 6
NORMAL PARKING = 299
HANDICAP PARKING = 11
TOTAL PARKING = 310

LOT 2
NORMAL PARKING = 613
HANDICAP PARKING = 13
TOTAL PARKING = 626

COMPOSITE TRACTS
NORMAL PARKING = 3,432
HANDICAP PARKING = 65
TOTAL PARKING = 3,497

BASIS OF BEARINGS PER PLAT OF MIDWAY MALL ADDITION RECORDED IN VOLUME 8 AT PAGE 8 OF THE MAP RECORDS OF GRAYSON COUNTY, TEXAS.

LAND AREA

THE PROPERTY DESCRIBED AS TRACTS 1, 2, 3, 4 & 5 HEREON CONTAINS 53.1534 ACRES OR 2,315,362 SQUARE FEET OF LAND, MORE OR LESS.

PROPERTY IS ZONED COMMERCIAL, RETAIL AND CENTRAL BUSINESS DISTRICT

CONTACT SCOTT SHADDEN (DIRECTOR OF DEVELOPMENT SERVICES) PLANNING AND ZONING DEPARTMENT
P.O. BOX 1106
SHERMAN TEXAS 75091
PHONE: 903–892–7333
FAX: 903–892–7274

According to the General Zoning Ordinance Plan and Map provided by the City Of Sherman, Texas, the property hereon is Zoned for General Commercial Use (C–2 District) and accordingly the following regulations apply to this site:

(1) Floor area. The total floor area of any building or buildings on a lot in the C– 2 District shall not exceed the number of square feet in the lot.

(2) Height regulations. No building shall exceed 35 feet or 2 stories in height.

(3) Minimum requirements for lot area, width and setback:
(i) Lot Area = 5,000 SF
(ii) Lot Width = 50'
(iii) Setback Front = 15'
(iv) Setback Rear = 10'
(v) Setback Side = 0'

(4) Where the side yards of lots in the C–2 District are abutting a residential district, the side yard setback shall not be less than 15 feet.

(5) Rear yard. Where the rear yards of lots in the C–2 District are abutting a Residential or C–1 District, the rear yard setback shall not be less than 15 feet.

TITLE NOTES

The property hereon was prepared with the benefit of Commitment for Title Insurance issued by Old Republic National Title Insurance Company, GF No. 32996, effective date of May 4, 2009 and issued date of May 14, 2009, the following matters of record are listed as exceptions to title coverage as outlined on Schedule B thereof:

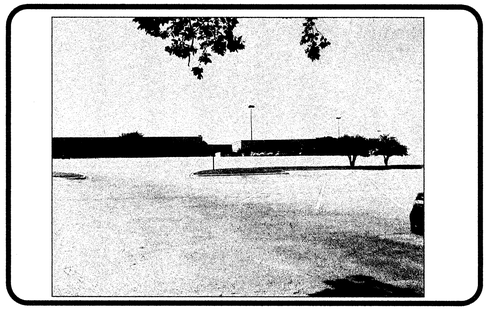
(d) Easements, roadways, setback lines as revealed by plat recorded in Volume 8 at Page 8 of the Plat Records of Grayson County, Texas. (As shown on survey).

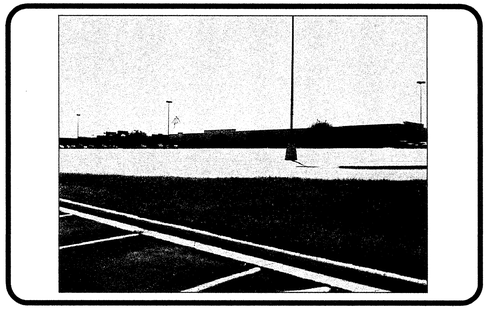
(o) Easement in favor of Texas Power & Light Company, recorded in Volume 889, Page 175 of the Deed Records of Grayson County, Texas, and easement in favor of Texas Power and Light Company and the General Telephone Company of the Southwest, recorded in Volume 1833, Page 288 of the Real Property Records of Grayson County, Texas. (As shown along the North line of Block 2).

(p) Appurtenant easements created by and described in that certain Construction Operation and Reciprocal Easement Agreement by and between Sherman Partnership, a Texas general partnership, Dillard Department Stores, Inc., a Delaware corporation, Construction Developers, Inc., an Arkansas corporation and Mervyn's, a California corporation, dated January 12, 1985, recorded in Volume 1854, Page 659, Real Property Records of Grayson County, Texas, and First Amendment thereto, by and between Sherman Partnership, a Texas general partnership, Dillard Department Stores, Inc., a Delaware corporation, Construction Developers, Inc., an Arkansas corporation and Mervyn's, a California corporation, dated February 11, 1985, recorded in Volume 1740, Page 167 of the Real Property Records of Grayson County, Texas, Assignment and Assumption of Reciprocal Easement Agreement to Sherman Mall Associates, an Indiana limited partnership, dated August 25, 1986, recorded in Volume 1854, Page 798, Real Property Records of Grayson County, Texas, Second Amendment to Construction, Operation and Reciprocal Easement Agreement by and between Sherman Mall Associates limited partnership, an Indiana limited partnership, Dillard Department Stores, Inc., a Delaware corporation, Construction Developers, Inc., an Arkansas corporation and Mervyn's, a California corporation, dated November 6, 1989, recorded in Volume 2072, Page 486, Real Property Records of Grayson County, Texas, Assignment and Assumption of Operating Agreements by and between Construction Developers, Inc., an Arkansas corporation and Dillard Texas Operating Limited Partnership, a Texas limited partnership, dated February 2, 1996, recorded in Volume 2444, Page 366 and Volume 2444, Page 371, Real Property Records of Grayson County, Texas. (Affects subject property and contains some graphically plottable matters within common area of mall)

(q) Consent to Encroachment and Indemnity granted to the City of Sherman, dated November 2, 1987, recorded in Volume 1946, Page 231 of the Real Property Records of Grayson County, Texas. (As shown on survey along East right of way line of Frisco Road).

(r) Deed of Dedication from Sherman Mall Associates, L.P., an Indiana limited partnership, for pubic use, dated December 12, 1997, recorded in Volume 2599, Page 79 of the Real Property Records of Grayson County, Texas. (This is dedication widening for Fallon Road right of way along the North portion of Block 5 (Tract 5) as shown, and does not affect subject property)





FLOOD NOTATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE X, AREAS OF MINIMAL FLOODING, OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48181C0135 E WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1995, DOES NOT LIE WITHIN A SPECIAL FLOOD HAZRD AREA. BY TELEPHONE CALL DATED MAY 20, 2009, TO THE NATIONAL FLOOD INSURANCE PROGRAM (800–638–6620) WE HAVE LEARNED THAT THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY AGENCY.

DRAWN BY: BVN
CHECKED BY: DRP

REVISION

NO.	DATE	REVISIONS PER COMMENTS FULBRIGHT & JAWORSKI
1.	7/20/09	REV1/LINE2
2.	9/02/09	REV2/LINE1 REMOVE LOT 4 REV2/LINE2
3.	DATE	REV3/LINE1 REV3/LINE2
4.	DATE	REV4/LINE1 REV4/LINE2
5.	DATE	REV5/LINE1 REV5/LINE2

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC SITE MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP
17330 Preston Road, Suite 150A
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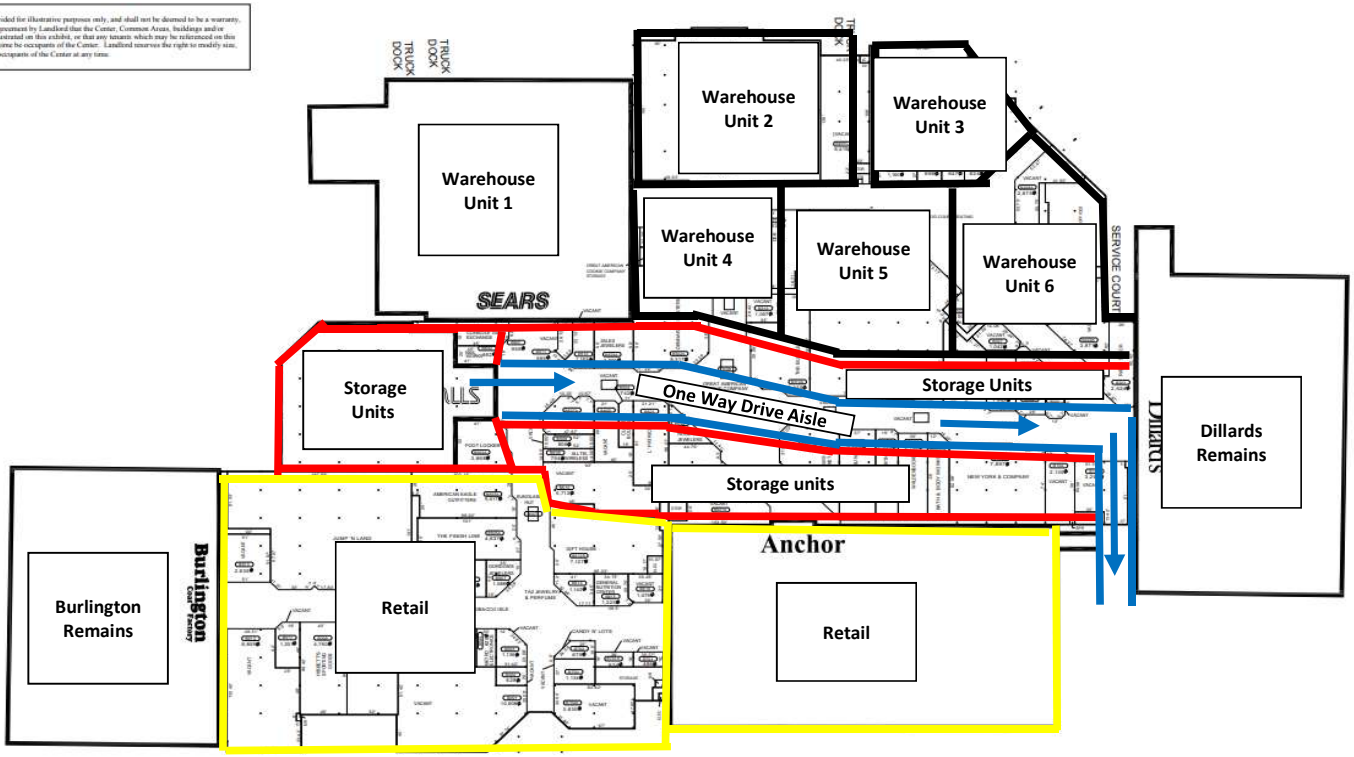
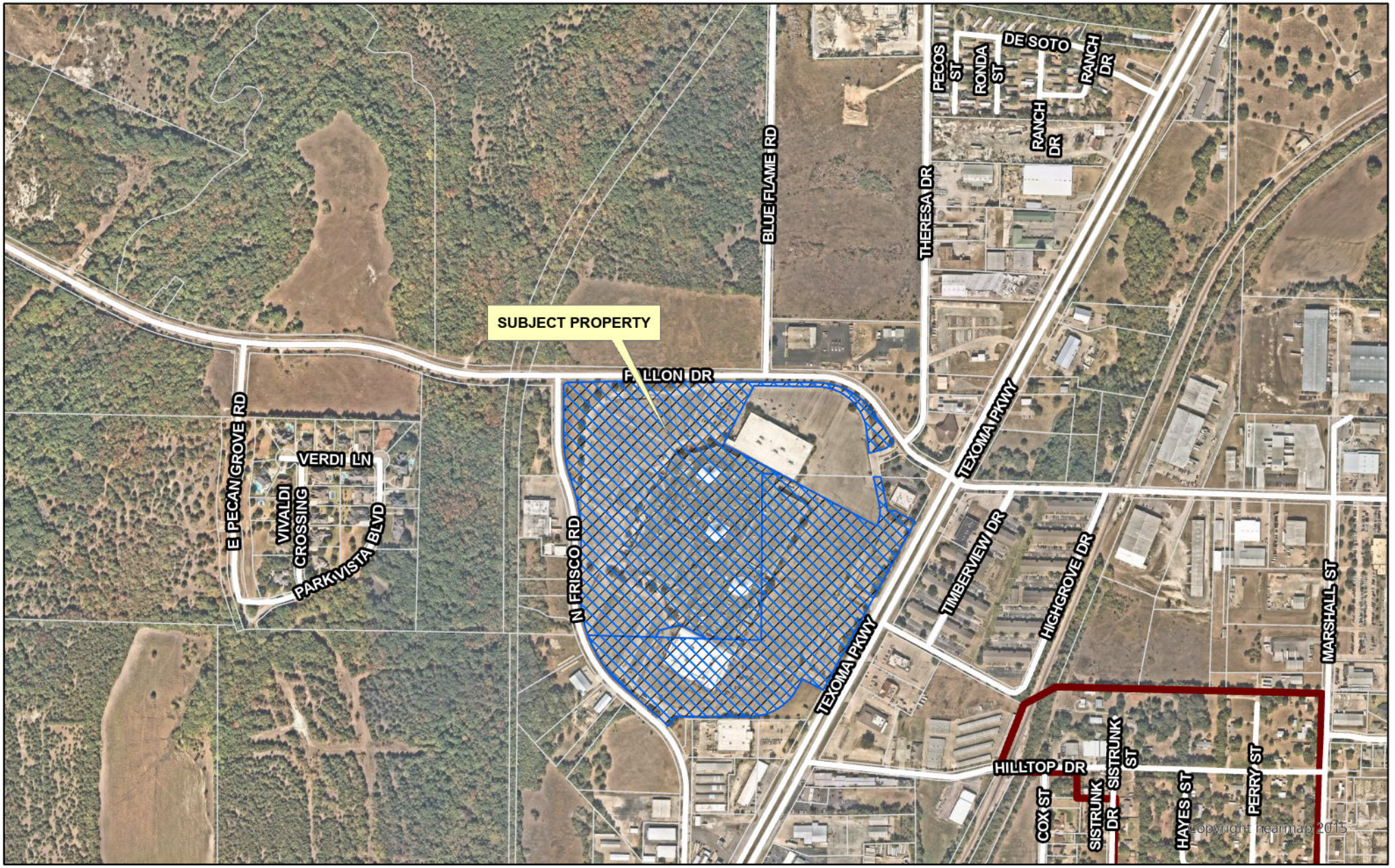
SHEET
3 OF 3

PROJECT NUMBER
0R090362

Sherman Site Plan

Legend
Indoor Self Storage
Drive Aisle
Retail
Warehouse Storage





dlagrone H:\PLANNING\Public Notification KT.aprx

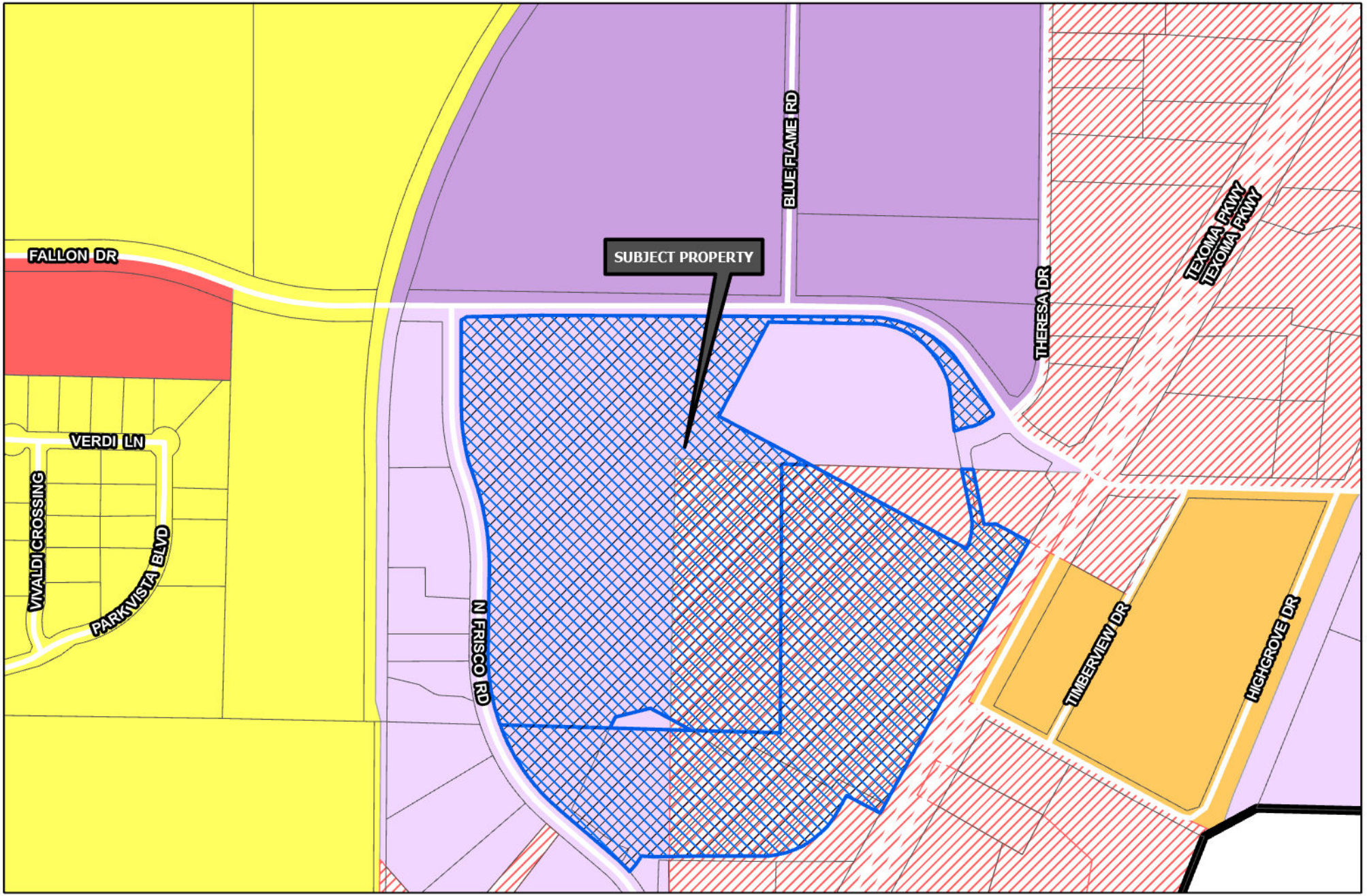
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4800 TEXOMA PKWY

N
W E
S

Date: 5/6/2023 9:55 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
4800 TEXOMA PKWY

N
W E
S

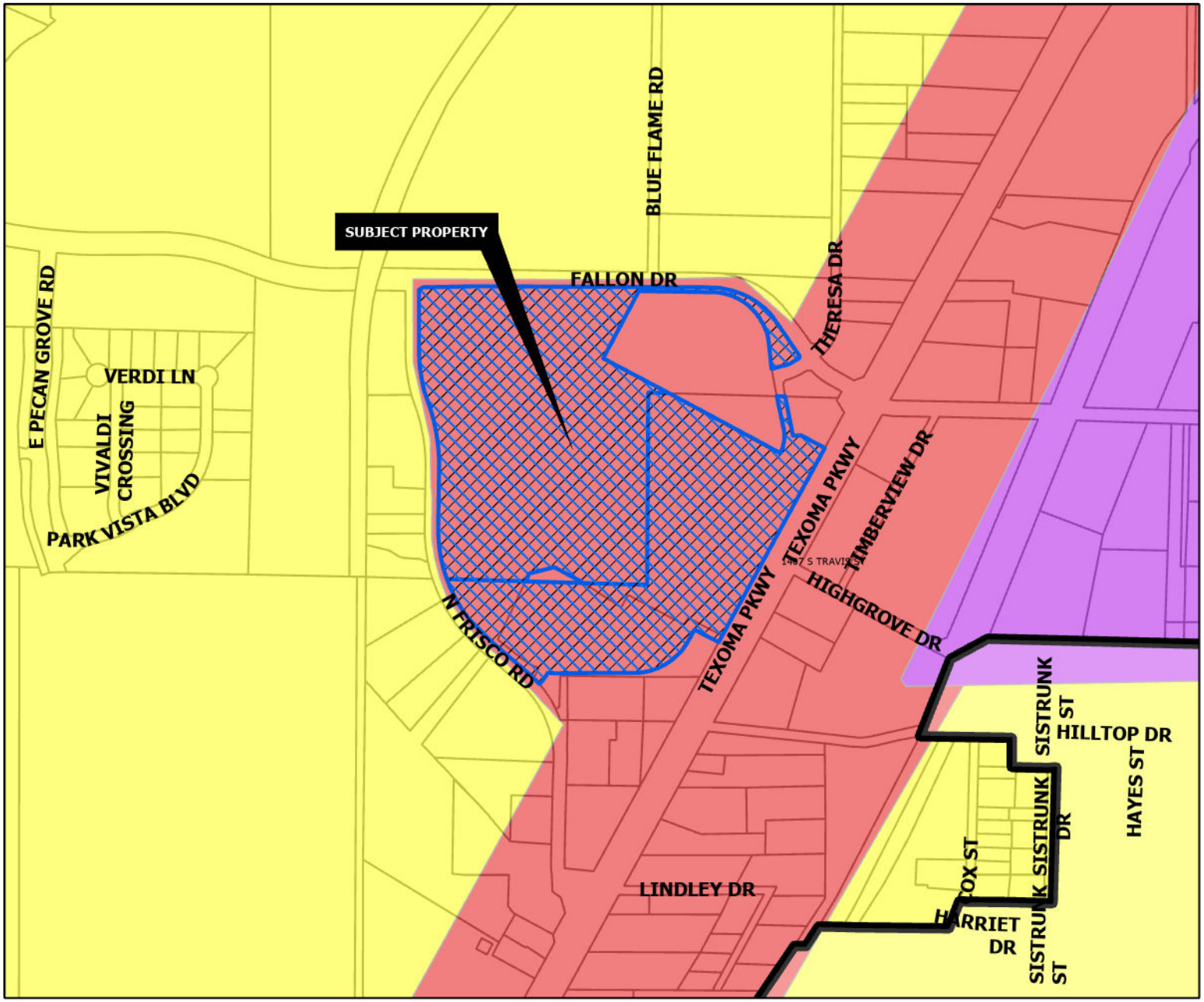
Date: 5/6/2023 10:43 AM

Marlow, Lauren

From: Planning
To: Juan torres
Subject: RE: Midway mall zoning singns

From: Juan torres **Sent:** Tuesday, May 2, 2023 10:42 AM
To: Planning
Subject: Midway mall zoning singns
Zoning signs

Sent from my iPhone



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

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
4800 TEXOMA PKWY

N
W E
S

Date: 5/6/2023 10:46 AM

STAR MIDWAY, LLC

MIDAYWAY MALL PROJECT NARRATIVE

Our self-storage company's vision is to purchase vacated/distressed properties and repurpose them as a modern, efficient and safe place for people and businesses to store their property. In addition to the self-storage at the mall we intend to reintroduce part of the mall as a thriving retail center and part of the mall as a warehouse center. Finally in the vacant outparcel labeled Tract 4 on the survey we intend to fill with a hotel.

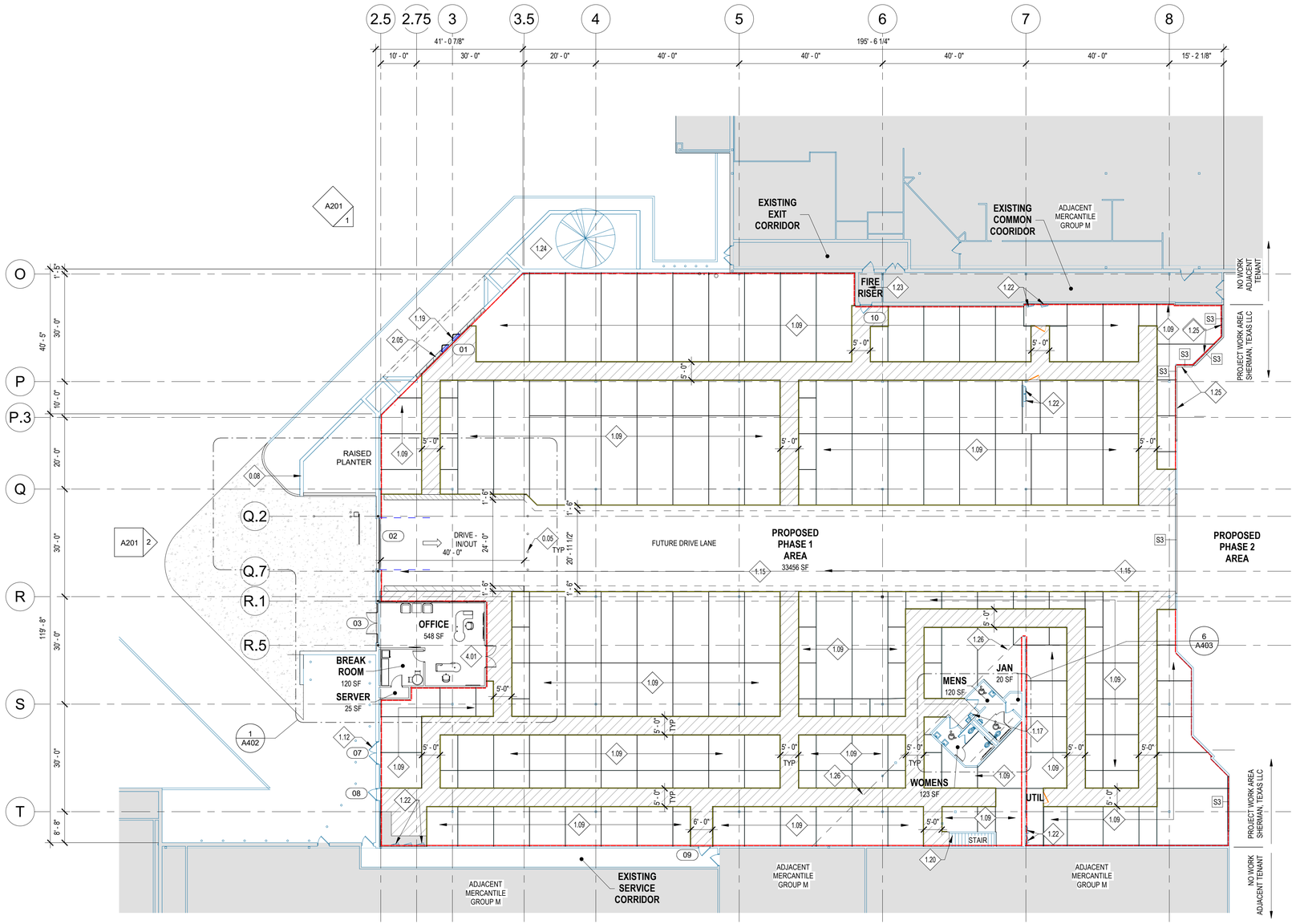
Some of the improvements at the property that we intend on completing are as follows:

Façade: Façade upgrades (new signs and fresh paint) to make the building recognizable as a first-class facility as opposed to a building out of business.

Parking Areas: All potholes are filled and all deteriorating areas are fixed. If needed, we seal coat and stripe areas. Once the defects are corrected and the areas are brought up to a first-class condition, we will maintain said first-class condition year-round.

Exterior Lighting: We will upgrade the exterior lights to new code compliant LED lighting.

Landscaping: Upgrades to landscaping including but not limited to removing all current dead areas, providing new areas, if necessary, and maintaining the landscaping year-round to make sure our outside appearance is as good as our inside appearance.



1 PROPOSED FLOOR PLAN
1/16" = 1'-0"

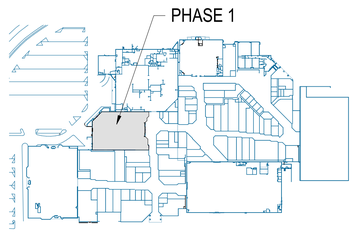
GENERAL NOTES

1. ALL NEW STEEL WALL PANELS TO BE PROVIDED BY STORAGE UNIT VENDOR.
2. STORAGE UNIT PARTITIONS AND ROLL-UP DOORS TO BE PROVIDED BY STORAGE UNIT VENDOR. ALL STORAGE UNITS TO HAVE 8' HIGH PARTITIONS AND NO CEILINGS, TYPICAL.
3. PROVIDE OPENINGS IN EXISTING WALLS AS REQUIRED TO RECEIVE ROLL-UP DOORS BY STORAGE UNIT VENDOR, COORDINATE WITH CONSTRUCTION MANAGER.
4. ALL EXISTING ROOMS TO REMAIN TO RECEIVE MOTION SENSORS P.I.R. SWITCHES PER THE MSM STANDARD MANUAL.
5. SALVAGE AND TURN OVER TO THE CONSTRUCTION MANAGER ALL ABANDONED OR OBSOLETE ELECTRICAL PANELS FROM COLUMNS OR WALLS.
6. PROVIDE 2-A RATED FIRE EXTINGUISHERS AS REQUIRED BY CODE. TRAVEL DISTANCE NOT TO EXCEED 75 FEET. FINAL LOCATION WILL BE DETERMINED BY LOCAL FIRE MARSHAL. REFER TO THE MSM STANDARD MANUAL.
7. GENERAL CONTRACTOR TO ENSURE THAT THE EXISTING LOCK BOX IS IN GOOD OPERABLE CONDITION FOR THE EMPLOYEES. IF ONE IS NOT EXISTING, COORDINATE WITH THE LOCAL FIRE MARSHALS REQUIREMENTS AND FINAL LOCATION. REFER TO THE MSM STANDARD MANUAL.
8. GENERAL CONTRACTOR TO ENSURE THAT THERE IS A KNOX BOX IN GOOD OPERABLE CONDITION WITH THE PROPER KEYS LABELED. IF ONE IS NOT EXISTING, COORDINATE WITH THE LOCAL FIRE MARSHALS REQUIREMENTS AND FINAL LOCATION. REFER TO THE MSM STANDARD MANUAL.
9. STORAGE UNIT VENDOR WILL SUBMIT STAMPED SHOP DRAWINGS BY A LICENSED ENGINEER IN THAT JURISDICTION FOR THE INTEGRATED STORAGE UNIT STRUCTURAL SUPPORT SYSTEM.
10. ALL SUPPLY AND RETURN DIFFUSERS TO REMAIN WHERE POSSIBLE. CLEAN ALL OTHER GRILLES PRIOR TO TURN OVER. (IF APPLICABLE, REWORK DUCTWORK AND USE SALVAGED SUPPLY AND RETURN DIFFUSERS IN OFFICE AND BREAK ROOM).
11. PROVIDE ECOBEE THERMOSTATS ACCESSIBLE BY STAFF W/O NEEDING TO GO ABOVE STORAGE UNITS. FINAL ECOBEE LOCATIONS SHOULD BE MOUNTED AT AN 8'-0" HEIGHT IN CORRIDOR SPACES. PROVIDE REMOTE UNITS IN CENTRALIZED LOCATION. (APPROX RANGE 200', VERIFY W/ MFR SPECIFICATIONS). REFER TO THE MSM STANDARD MANUAL.

    PROVIDE TEMPERATURE MONITOR SYSTEM, HARD-WIRED INTO ALARM SYSTEM FOR SPRINKLER RISER ROOMS ON THE EXTERIOR WALL. REFER TO THE MSM STANDARD MANUAL.
12. OUTSIDE AIR TO THE STORAGE FACILITY SHALL BE 0.12 CFM/SF OF THE FLOOR AREA. DISTRIBUTE THE OUTSIDE AIR EVENLY AMONG ALL RTU'S SERVING THE STORAGE SPACE. NO RTU SHALL HAVE A MINIMUM OUTSIDE DAMPER POSITION OF 25%. REFER TO THE MSM STANDARD MANUAL.
13. OFFICE AREA CALC: (711 SF * 5 PEOPLE/1000 SF * 5 CFM/PPL) + (711 SF * 0.06 CFM/SF) = 60 CFM. DISTRIBUTE THE OUTSIDE AIR EVENLY AMONG RTU'S SERVING THE OFFICE SPACE. NO RTU SHALL HAVE A MINIMUM OUTSIDE DAMPER POSITION OF 25%. REFER TO THE MSM STANDARD MANUAL.

KEYED NOTES

0.05	PROVIDE U-LINE BOLLARD PART #H6291 W/ WEDGE BOLTS. CONFIRM FINAL LOCATIONS WITH CONSTRUCTION MANAGER.
0.08	SALVAGED RAISED PLANTER WALL MATERIAL TO BE CONSTRUCTED INTO A NEW RAISED PLANTER WALL AND TIED INTO EXISTING RAISED PLANTER WALL.
1.09	STORAGE UNITS BY VENDOR.
1.12	DOOR TO BE SEALED SHUT, NOT TO BE USED AS EGRESS. COORDINATE WITH CONSTRUCTION MANAGER.
1.15	CARBON MONOXIDE DETECTOR(S) (CO) TO BE INSTALLED THROUGH THE DRIVE-THRU LANE. CO TO MEET ASHRAE MONITORING MINIMUM PPM AND TO BE HARD WIRED INTO THE FIRE PANEL AS PART OF STANDARD STAR PROCESS INSTALLED THROUGH THE DRIVE-THRU LANE. REFER TO MSM STANDARDS MANUAL, CHAPTERS 10 & 11 FOR SPECIFICATIONS. COORDINATE FINAL QUANTITIES AND LOCATIONS WITH OWNER'S CONSTRUCTION MANAGER. STAR LLC WILL HIRE A CERTIFIED CO DETECTOR SYSTEM ENGINEER INDEPENDENTLY.
1.17	EXISTING DRINKING FOUNTAIN, SERVICE SINK, ELECTRICAL PANELS AND/OR EQUIPMENT TO REMAIN
1.19	NEW RECORD BI-PART AUTOMATIC SLIDING DOOR INSTALLED IN ALL INFILL
1.20	STAIR TO MEZZANINE TO HAVE RESTRICTED ACCESS
1.22	EXISTING ELECTRICAL PANEL(S) TO REMAIN
1.23	EXISTING SPRINKLER RISER TO REMAIN
1.24	EXISTING RAISED PLANTER TO REMAIN
1.25	INFILL MALL ENTRANCE OPENING WITH PARTITION TYPE S3 TO THE BOTTOM OF SOFFIT
1.26	LINE OF MEZZANINE ABOVE
2.05	1-1/4" BETCO METAL PANEL OVER 1/2" (MIN) DENSGLASS GOLD SHEATHING OVER 6" LGMF AT 16" OC. PROVIDE R-21 MINIMUM BATT INSULATION AT STUD CAVITY. PROVIDE 1" JANUS PANEL OVER 6 MIL VAPOR BARRIER AT BUILDING INTERIOR. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL FRAMING INFORMATION
4.01	LOCATION OF EQUIPMENT TO BE COORDINATED WITH CONSTRUCTION MANAGER PRIOR TO INSTALL. COORDINATE LOCATIONS FOR BRAND & MERCHANDISE WALL, SECURITY AND/OR MARKETING DISPLAY SCREENS, MARKETING POSTERS AND ARTWORK. EQUIPMENT THAT REQUIRES WALL MOUNTING, PROVIDE FT WOOD BLOCKING IN WALL PRIOR TO INSTALLATION. COORDINATE ALL FINISHES WITH CONSTRUCTION MANAGER.



2 KEY PLAN
NOT TO SCALE

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

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> structural consultant:

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> MEP consultant:

> project information

> owner agency

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601 N CONGRESS AVE., SUITE 114
DELRAY BEACH, FL 33445

> project

STAR MIDWAY LLC - SELF-STORAGE BUILDING
4800 TEXOMA PARKWAY
SHERMAN, TEXAS 75090

revision schedule		
no.	description	date

> drawing information

project #:	22-019
date:	02/10/2023
drawn by:	TLB
checked by:	EES
scale:	As indicated

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PROPOSED FLOOR PLAN

A102
sheet number

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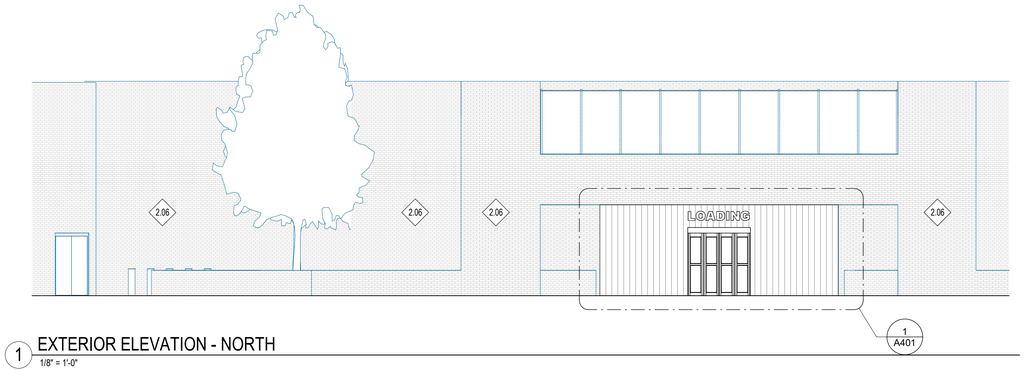
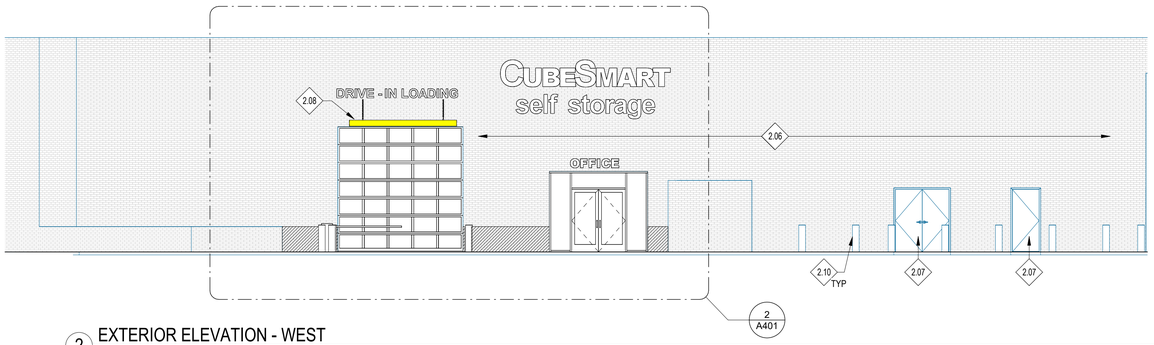
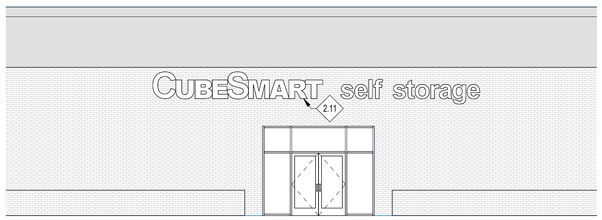


1 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"



2 EXTERIOR ELEVATION - WEST
1/8" = 1'-0"



3 MIDWAY MALL - SOUTH ENTRANCE (SIGNAGE ONLY)
1/8" = 1'-0"

GENERAL NOTES

1. GENERAL CONTRACTOR TO THOROUGHLY CLEAN EXTERIOR OF BUILDING. SURROUNDING LANDSCAPE AREAS TO BE TRIMMED AND CLEAN TO A PRESENTABLE CONDITION.
2. GENERAL CONTRACTOR TO COORDINATE GENERAL STRUCTURAL DESIGN AND LOADING. REQUIREMENTS FOR ALL OVERHEAD DOORS, STOREFRONT WINDOW SYSTEMS AND MAN DOORS AT NEW AND EXISTING CONDITIONS AS REQUIRED.
3. ALL GLAZING TO BE SPECIFIED BY CONSTRUCTION MANAGER. FOR STOREFRONT / WINDOW ELEVATIONS SEE SHEET A602 IN DRAWING SET.
4. COORDINATE SIGNAGE LOCATIONS AND ATTACHMENTS WITH SIGN VENDOR BASED ON SIGN TYPE BEING INSTALLED. DETAILS ENLARGED SIGNAGE ELEVATIONS ON A403 FOR REFERENCE; COORDINATE SIGNAGE & AWNINGS WITH SIGN VENDOR.
5. PROVIDE WOOD BLOCKING FOR LIGHTING AND OTHER EXTERIOR ELEMENTS. REFER TO REFLECTED CEILING PLAN & EXTERIOR ELEVATIONS FOR LIGHTING LOCATIONS. REFER TO MSM STANDARD MANUAL.

KEYED NOTES

2.06	THOROUGHLY CLEAN BRICK VENEER. REPLACE, REPAIR AND/OR REPOINT ANY DAMAGED EXTERIOR BRICK VENEER AS REQUIRED. COORDINATE WITH CONSTRUCTION MANAGER.
2.07	PREPARE, PRIME AND PAINT EXISTING METAL DOOR. COORDINATE WITH CONSTRUCTION MANAGER.
2.08	CRASH BAR BY U-LINE OR EQUAL - CONFIRM LOCATION, HEIGHT AND/OR MAX CAUTION HEIGHT WITH OWNER'S REP. INSTALL AS RECOMMENDED BY MANUFACTURER.
2.10	EXISTING UTILITY ENCLOSURE TO REMAIN
2.11	EXTERIOR SIGNAGE BY SIGNAGE VENDOR. (COLOR TO MATCH 'CUBESMART RED')

0 4 8 12 16 20 24
SCALE: 1/8" = 1'-0" FEET

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EXTERIOR ELEVATIONS

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sheet number

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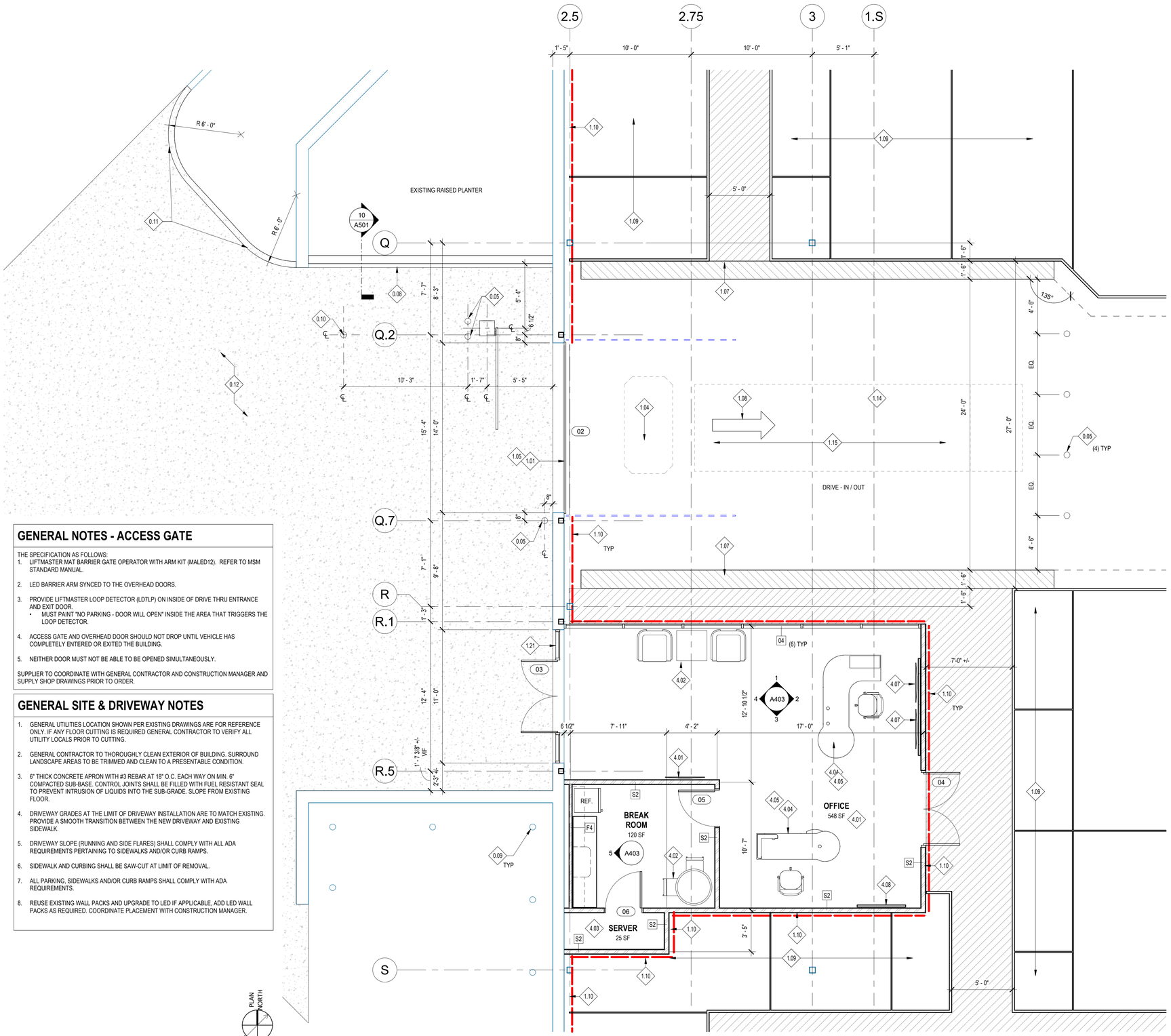

1 PROPOSED FIRST FLOOR - ENLARGED
1/4" = 1'-0"

0 2 4 6 8 10 12
SCALE: 1/4" = 1'-0" FEET

GENERAL NOTES - ACCESS GATE

THE SPECIFICATION AS FOLLOWS:

1. LIFTMASTER MAT BARRIER GATE OPERATOR WITH ARM KIT (MALED12). REFER TO MSM STANDARD MANUAL.
2. LED BARRIER ARM SYNCED TO THE OVERHEAD DOORS.
3. PROVIDE LIFTMASTER LOOP DETECTOR (LD7LP) ON INSIDE OF DRIVE THRU ENTRANCE AND EXIT DOOR.
   - MUST PAINT "NO PARKING - DOOR WILL OPEN" INSIDE THE AREA THAT TRIGGERS THE LOOP DETECTOR.
4. ACCESS GATE AND OVERHEAD DOOR SHOULD NOT DROP UNTIL VEHICLE HAS COMPLETELY ENTERED OR EXITED THE BUILDING.
5. NEITHER DOOR MUST NOT BE ABLE TO BE OPENED SIMULTANEOUSLY.

SUPPLIER TO COORDINATE WITH GENERAL CONTRACTOR AND CONSTRUCTION MANAGER AND SUPPLY SHOP DRAWINGS PRIOR TO ORDER.

GENERAL SITE & DRIVEWAY NOTES

1. GENERAL UTILITIES LOCATION SHOWN PER EXISTING DRAWINGS ARE FOR REFERENCE ONLY. IF ANY FLOOR CUTTING IS REQUIRED GENERAL CONTRACTOR TO VERIFY ALL UTILITY LOCALS PRIOR TO CUTTING.
2. GENERAL CONTRACTOR TO THOROUGHLY CLEAN EXTERIOR OF BUILDING. SURROUND LANDSCAPE AREAS TO BE TRIMMED AND CLEAN TO A PRESENTABLE CONDITION.
3. 6" THICK CONCRETE APRON WITH #3 REBAR AT 18" O.C. EACH WAY ON MIN. 6" COMPACTED SUB-BASE. CONTROL JOINTS SHALL BE FILLED WITH FUEL RESISTANT SEAL TO PREVENT INTRUSION OF LIQUIDS INTO THE SUB-GRADE. SLOPE FROM EXISTING FLOOR.
4. DRIVEWAY GRADES AT THE LIMIT OF DRIVEWAY INSTALLATION ARE TO MATCH EXISTING. PROVIDE A SMOOTH TRANSITION BETWEEN THE NEW DRIVEWAY AND EXISTING SIDEWALK.
5. DRIVEWAY SLOPE (RUNNING AND SIDE FLARES) SHALL COMPLY WITH ALL ADA REQUIREMENTS PERTAINING TO SIDEWALKS AND/OR CURB RAMPS.
6. SIDEWALK AND CURBING SHALL BE SAW-CUT AT LIMIT OF REMOVAL.
7. ALL PARKING, SIDEWALKS AND/OR CURB RAMPS SHALL COMPLY WITH ADA REQUIREMENTS.
8. REUSE EXISTING WALL PACKS AND UPGRADE TO LED IF APPLICABLE, ADD LED WALL PACKS AS REQUIRED. COORDINATE PLACEMENT WITH CONSTRUCTION MANAGER.

KEYED NOTES

0.05	PROVIDE U-LINE BOLLARD PART #H6291 W/ WEDGE BOLTS. CONFIRM FINAL LOCATIONS WITH CONSTRUCTION MANAGER.
0.08	SALVAGED RAISED PLANTER WALL MATERIAL TO BE CONSTRUCTED INTO A NEW RAISED PLANTER WALL AND TIED INTO EXISTING RAISED PLANTER WALL.
0.09	EXISTING BOLLARDS TO BE CLEANED / PAINTED. CONFIRM COLOR WITH CONSTRUCTION MANAGER
0.10	KEY PAD MOUNTED ON BOLLARD, LOCATION TO BE VERIFIED WITH THE CONSTRUCTION MANAGER.
0.11	NEW GRANITE OR CONCRETE CURBING. CONFIRM MATERIAL WITH CONSTRUCTION MANAGER.
0.12	6" CONCRETE DRIVEWAY TO MATCH EXISTING. PROVIDE PROPER SLOPES FOR POSITIVE WATER DRAINAGE - SLOPE AWAY FROM BUILDING. COORDINATE WITH CONSTRUCTION MANAGER.
1.01	PROVIDE A 14'-0"W X 14'-0"H ACCESS CONTROLLED SECTIONAL OVERHEAD DOOR W/ STEEL CHANNEL FRAMED OPENING AND VISION PANELS. (DESIGN BASIS: OVERHEAD DOOR COMPANY, ALUMINUM GLASS DOOR MODEL 521 SERIES SECTIONAL ALUMINUM OVERHEAD DOOR OR APPROVED EQUAL). W/ 4 DOOR SENSORS. SEE PROPOSED FLOOR PLAN AND DETAILS.
1.04	PROVIDE LIFT MASTER LOOP DETECTOR (LD7LP) ON INSIDE OF DRIVE-THRU ENTRANCE AND EXIT DOOR. MUST PAINT "NO PARKING - DOOR WILL OPEN" INSIDE THE AREA THAT TRIGGERS THE LOOP DETECTOR. COORDINATE FINAL LOCATION WITH CONSTRUCTION MANAGER.
1.05	PROVIDE (4) FOUR REFLECTIVE PHOTO EYE SENSORS ON THE INSIDE OF THE OVERHEAD DOOR. PLACE (2) TWO AT STANDARD HEIGHT AND THE OTHER (2) TWO AT 4'-0" AFF. COORDINATE WITH CONSTRUCTION MANAGER.
1.07	1'-6" BUFFER LANE (6" SINGLE LINE PAINTED STRIPING). REFER TO MSM STANDARDS AND COORDINATE WITH CONSTRUCTION MANAGER.
1.08	PAINT DIRECTIONAL ARROWS IN CENTER OF DRIVE-THRU LANE. REFER TO MSM STANDARDS AND COORDINATE WITH CONSTRUCTION MANAGER.
1.09	STORAGE UNITS BY VENDOR.
1.10	PROVIDE WALL LINER PANELS THROUGH THE STORAGE UNIT VENDOR. COORDINATE WITH STORAGE UNIT VENDOR AND CONSTRUCTION MANAGER.
1.14	PROVIDE NEW INTERIOR LED LIGHT FIXTURES. SHOWN FOR REFERENCE ONLY. SEE LIGHTING VENDOR DRAWINGS FOR LOCATIONS AND MOUNTING HEIGHT. COORDINATE WITH LIGHTING VENDOR AND CONSTRUCTION MANAGER.
1.15	CARBON MONOXIDE DETECTOR(S) (CO) TO BE INSTALLED THROUGH THE DRIVE-THRU LANE. CO TO MEET ASHRAE MONITORING MINIMUM PPM AND TO BE HARD WIRED INTO THE FIRE PANEL AS PART OF STANDARD STAR PROCESS INSTALLED THROUGH THE DRIVE-THRU LANE. REFER TO MSM STANDARDS MANUAL, CHAPTERS 10 & 11 FOR SPECIFICATIONS. COORDINATE FINAL QUANTITIES AND LOCATIONS WITH OWNER'S CONSTRUCTION MANAGER. STAR LLC WILL HIRE A CERTIFIED CO DETECTOR SYSTEM ENGINEER INDEPENDENTLY.
1.21	NEW STOREFRONT GLAZING KAWNEER, 451T OR APPROVED EQUAL WITH TEMPERED GLAZING
4.01	LOCATION OF EQUIPMENT TO BE COORDINATED WITH CONSTRUCTION MANAGER PRIOR TO INSTALL. COORDINATE LOCATIONS FOR BRAND & MERCHANDISE WALL, SECURITY AND/OR MARKETING DISPLAY SCREENS, MARKETING POSTERS AND ARTWORK. EQUIPMENT THAT REQUIRES WALL MOUNTING, PROVIDE FT WOOD BLOCKING IN WALL PRIOR TO INSTALLATION. COORDINATE ALL FINISHES WITH CONSTRUCTION MANAGER.
4.02	FREESTANDING FURNITURE. COORDINATE LOCATION WITH CONSTRUCTION MANAGER.
4.03	PROVIDE A 18" DEEP X 24" WIDE SHELF WITH SUPPORT BRACKETS, 42" A.F.F. IN THE SERVER ROOM CLOSET. COORDINATE FINAL LOCATION WITH CONSTRUCTION MANAGER.
4.04	CUBE SMART STORAGE SALES DESK; REFER TO 'CUBE SMART STORAGE DESIGN GUIDELINES' AND COORDINATE WITH CONSTRUCTION MANAGER.
4.05	PROVIDE (2) QUAD RECEPTACLES AT EACH DESK (6 OUTLETS MIN). PROVIDE PHONE AND DATA AT EACH DESK. WIRES TO COME FROM ABOVE AND BROUGHT DOWN USING A POWER POLE TO CONCEAL WIRES. COORDINATE LOCATION WITH CONSTRUCTION MANAGER.
4.07	PROVIDE (2) CAMERA SCREENS; PROVIDE FT WOOD BLOCKING IN WALL PRIOR TO INSTALLATION. COORDINATE LOCATION WITH CONSTRUCTION MANAGER.
4.08	CUBE SMART STORAGE WIRE DISPLAY: COORDINATE WITH CUBE SMART STORAGE DESIGN GUIDELINES.

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ENLARGED FLOOR PLANS

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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 9, 2023

Star Midway, LLC
900 Linden Ave., Suite 100
Rochester, NY 14625

Old Republic
17330 Preston Road, Suite 150A
Dallas, TX 75252

Blue Sky Surveying and Mapping
David Petree
11015 Midway Road
Dallas, TX 75229

Dear Applicants,

The request of a Public Hearing and Zone Change, consisting of 43.9389 acres, Tract One, being 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall and Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall; a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District; and a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Warehousing in a C-2 (General Commercial) District.located at 4800 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 16, 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 (903.892.7267). *(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. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
6. 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.
7. 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 (SUP Mini-warehouse)

8. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
9. Drive Lane shall have two (2) points of ingress/egress or sufficient turn capabilities.

Engineering (SUP Warehouse)

10. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
11. Provided site plan is not sufficient for review purposes. Additional requirements may be made upon plan review.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or 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.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
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: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

4800 TEXOMA PARKWAY

The request of Star Midway, LLC (Owner), David Petree, Blue Sky Surveying and Mapping (Surveyor) and Old Republic (Site Management Services) concerning the property located at 4800 Texoma Parkway, consisting of 43.9389 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change, consisting of 43.9389 acres, Tract One, being 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall and Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall
B. Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District.
C. Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Warehousing in a C-2 (General Commercial) District.

Background:

The property is located at 4800 Texoma Parkway between Fallon Drive and North Frisco Road and is zoned M-1 (Light Manufacturing) District and C-2 (General Commercial) District.

The owner is requesting a Zone Change for Tract One and Tract Two from a M-1 (Light Manufacturing) District and C-2 (General Commercial) District to C-2 (General Commercial) District. The owner is also requesting a Site Plan and Specific Use Permit to allow a Mini-warehouse and Warehousing in a C-2 (General Commercial) District.

The following has been approved for this location:

- September 9, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- September 8, 1987 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 13, 1969 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District in Lease Space B-7-4
- February 22, 2022 - Temporary Use Permit to allow a Mobile COVID Testing Site in a C-2 (General Commercial) District/M-1 (Light Manufacturing) District
- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in a M-1 (Light Manufacturing) District.
- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District

Adjacent Zoning:

M-1 (Light Manufacturing) District
C-2 (General Commercial) District
MF-30 (Multi-Family Residential) District

Origination:

Star Midway, LLC (Owner)
David Petree, Blue Sky Surveying and Mapping (Surveyor)
Old Republic (Site Management Services)

Master Plan Designation:

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

Number of notices mailed:

20

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Site Plan

Survey
Redevelopment Layout
Self Storage Floor Plan
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

ORDINANCE NO. 6604 (Tabled at the June 26, 2023 Called City Council Meeting)
Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Warehousing in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, consisting of 53.1534 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, 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

Issue:

To consider granting a Specific Use Permit for Warehousing in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, consisting of 53.1534 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, Surveyor)

Background:

At the June 26th, 2023, Called City Council Meeting, this item was presented and a public hearing occurred to consider a Specific Use Permit to allow a Warehousing in a C-2 (General Commercial) District. During Called Council Meeting this item was tabled to allow for the applicant to provide additional information on the proposed development.

The property is located at 4800 Texoma Parkway between Fallon Drive and North Frisco Road and is zoned M-1 (Light Manufacturing) District and C-2 (General Commercial) District.

The following has been approved for this location:

- September 9, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- September 8, 1987 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 13, 1969 - Specific Use Permit to allow a private club in a C-2 (General Commercial)

District in Lease Space B-7-4

- February 22, 2022 - Temporary Use Permit to allow a Mobile COVID Testing Site in a C-2 (General Commercial) District/M-1 (Light Manufacturing) District
- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in a M-1 (Light Manufacturing) District.
- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District

Origination:

Star Midway, LLC (Owner)
David Petree, Blue Sky Surveying and Mapping (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6604
Exhibit A - Legal Description
Exhibit B - Site Plan
Revised Plan
Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
STAFF REVIEW LETTER
P&Z COMMUNICATION

ORDINANCE NO. 6604

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 WAREHOUSING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, CONSISTING OF 53.1534 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 50, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136 AND BEING A PORTION OF BLOCKS 1, 2 AND 4 AND ALL OF BLOCK 5, OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (STAR MIDWAY, LLC, OWNER; AND BLUE SKY SURVEYING AND MAPPING, 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4800 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to Warehousing, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(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. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
6. 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.
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

8. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. 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 8. 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 9. 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 10. 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 26th day of June 2023.

ADOPTED on this the 17th day of July 2023.

EFFECTIVE DATE on this the 17th day of July 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 – LEGAL DESCRIPTION (FIELD NOTES)

TRACT 1 (42.8134 ACRES)

BEING all that certain lot, tract or parcel of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Patterson Survey, Abstract Number 969, the Daniel Shelp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, all of Grayson County, Texas, and being oil of Lots 1 and 3 of Block 1, Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas, ond being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75 (200 foot right of way), said point being the most Easterly Southeast corner of Lot 5 in Block 1 of said Midway Moll;

THENCE North 29• 38' 00" East and following along the Westeriy right-of-way line of said U.S. Highway No. 75 for a distance of 183.05 feet to an "x" cut found in the top of a concrete curb for the Northeast corner of Lot 6 in Block 1, some being the Southeast corner of Lot 1, Block 1, said Midway Mall, for the POINT OF BEGINNING for this tract;

THENCE North 60" 22' 00" West and departing the Westerly right-of-way line of said U.S. Highway 75, and following the common line of said Lots 1 and 6, for a distance of 174.00 feet to a p.k. nail found in asphalt.

THENCE South 29" 38' 00" West and following the common line of said Lots 1 and 6, for a distance of 32.45 feet to a p.k. nail found in asphalt;

THENCE North 60" 22' 00" West and following the common line of said Lots 1 and 6, for a distance of 279.29 feet to a p.k. nail found in asphalt;

THENCE South 29" 33' 26" West and following the common line of said Lots 1 and 6, for a distance of 64.97 feet to a p.k. nail found in asphalt;

THENCE North 60" 26' 34" West and following the common line of said Lots 1 and 6, for a distance of 342.00 feet to an x-cut found on the top of a brick wall;

THENCE South 76" 55' 38" West and following the **common** line of said Lots 1 and 6, for a distance of 114.17 feet to a p.k. nail found in asphalt;

THENCE South 29" 33' 23" West and following the **common** line of said Lots 1 and 6, for a distance of 288.31 feet to a p.k. nail found in asphalt;

THENCE South 50" 36' 11'' East and following the common line of said Lots 1 and 6, for a distance of 168.19 feet to a p.k. nail found in asphalt and the beginning of a curve to the left;

THENCE Southeasterly along said curve to the left, and following the common line of said Lots 1 and 6, through a central angle of 16" 31' 20" with a radius of 252.36 feet an arc length of 72.77 feet ond a long chord bearing South 58' 51' 51" East at o distance of 72.52 feet to a p.k. nail found in asphalt, the end of said curve;
t
THENCE South 22" 52' 29" West and following the common line of said Lots 1 and 6, for a distance of 18.57 feet to a p.k. nail found In asphalt for the beginning of a curve to the right;

THENCE in a Southwesterly direction along said curve to the right, and following the common line of said Lots 1 and 6, through a central angle of 22" 42' 1O" with a radius of 131.00 feet an arc length of 51.91 feet and a long chord bearing South 34• 13' 34" West at a distance of 51.57 feet to a x-

cut found in the top of a concrete curb at the end of said curve, and being in the Easterly right-of-way line of Frisco Rood, said point also being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along the Easterly right of way line of said Frisco Rood and along said non-tangent curve to the left, through a central angle of 04· 20' 01" with a radius of 500.00 feet an ore length of 37.82 feet and a long chord bearing North 46" 26' 14" West at a distance of 37.81 feet to a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found at the end of said curve;

THENCE North 48' 36' 1O" West for a distance of 222.94 feet to a 5/8" iron rod with plastic cap stamped •carter & Burgess" found, for the beginning of a curve to the right;

THENCE Northwesterly along the Easterly right of way line of said Frisco Rood and continuing along said curve to the right, through a central angle of so• 30' 00" with a radius of 640.00 feet an arc length of 564.09 feet and a long chord bearing North 23" 21' 11• West at a distance of 546.01 feet to a 5/8" iron rod found at the end of said curve;

THENCE North 01' 53' 49" East and continuing along the Easterly right of way line of said Frisco Rood for a distance of 260.60 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road along said curve to the left, through a central angle of 20" 49' 05" with a radius of 841.56 feet an arc length of 305.78 feet and a long chord bearing
North 08" 30' 43" West at a distance of 304.10 feet to a 5/8" iron rod with plastic cap stamped "carter & Burgess" found for the end of said curve and the beginning of a reverse curve to the right;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Rood with said reverse curve to the right, through a central angle of 19" 55' 11• with a radius of 660.80 feet an ore length of 229.74 feet and a long chord bearing North OB" 57' 41" West at a distance of 228.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North oo• 59' 55" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 274.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line for the intersection of said
Frisco Road and Fallon Drive;

THENCE North 45' 59' 55" East and deporting the Easterly right-of-way line of said Frisco Road along said cut-back line for Fallon Road for a distance of 14.14 feet to a 5/8" iron rod with plastic cap stomped "Carter & Burgess" found in the Southerly right-of-way line of said Fallon Drive;

THENCE South 89" 00' 05" East along the Southerly right-of-way line of said Fallon Drive for a distance of 1026.91 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 88" 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of
266.54 feet to a 5/8" iron rod with plastic cop stomped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly and continuing along the Southerly right of way line of said Fallon Drive along said curve to the right, through a central angle of 56" 00' 00" with a radius of 360.00 feet an arc length of 351.86 feet and a long chord bearing
South so• 08' 17" East at a distance of 338.02 feet to a 5/8" iron rod with plastic cop stamped "Carter & Burgess" found at
the end of said curve;

THENCE South 32" 08' 17" East and continuing along the Southerly right of way line of said Fallon

Drive for a distance of
175.32 (174.68) feet to on "x"-cut found in the concrete gutter for the beginning of a non-tangent curve to the right;

THENCE Southwesterly along said curve to the right and departing the Southerly right-of-way line of said Fallon Drive, through a central angle of 31• 23' 18" with a radius of 20.00 feet an arc length of 10.96 feet and a long chord bearing South 36" 41'
1O" West at a distance of 10.82 feet to an x-cut found in concrete gutter, for the end of said curve and the beginning of a compound curve to the right;

THENCE Southwesterly along said compound curve to the right, through a central angle of 27" 15' 11" with a radius of 188.14 feet an arc length of 89.49 and a long chord bearing South 66 • 00' 25" West at a distance of 88.65 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE South 79" 38' 00" West along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of
25.64 feet to a p.k. nail found in asphalt;

THENCE North 1o· 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 136.64 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall, through a central angle of *77* 46' 17" with a radius of 254.94 feet an arc length of 346.05 feet and a long chord bearing North 49' 15' 08" West at a distance of 320.09 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 88" 08' 17" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 273.18 feet to a p.k. nail found in asphalt;

THENCE North 89" 00' 05" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 54.05 feet to a p.k. nail found in asphalt;

THENCE South 29• 33' 26" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 335.58 feet to a 5/8" iron rod with plastic cap stamped "Corter & Burgess" found in an expansion joint between concrete slabs;

THENCE South 60' 26' 34" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Moll for a distance of 891.68 feet to a p.k. nail found in asphalt for the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left and continuing along the common line of Lots 1 and 2 in Block
1 of said Midway Mall through a central angle of 38" 03' 51"with a radius of 162.00 feet an arc length of 107.62 feet and a long chord bearing North 08"' 39' 55" East at a distance of 105.66 feet to a p.k. nail found in asphalt for the end of said **curve;**

THENCE North 1o• 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 247.42 feet to a *"x"*-cut found on the top of a concrete curb;

THENCE North 79• 38' 00" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Moll for a distance of 43.64 feet to a "y"-cut found on the top of a concrete curb, and the beginning of a curve to the left;

THENCE Northeasterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 26" 03' 02" with a radius of 216.14 feet an arc length of 98.27 feet and a long chord bearing North 66" 36' 29" East at a distance of

97.43 feet to a 5/8" Iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 51" 50' 36" East for a distance of 13.11 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Southerly right-of-way line of Fallon Drive, and also being the beginning of a non-tangent curve to the left;

THENCE Southeasterly along said non-tangent curve to the left and following along the Southerly right of way line of said Fallon Road through a central angle of 06" 56' 46" with a radius of 405.00 feet an arc length of 49.1O feet and a long chord bearing South 39' 50' 02" East at a distance of 49.07 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, at the end of said curve, also being the beginning of a non-tangent curve to the right, same being the common corner of aforementioned Lot 1 and Lot 4 of Block 1 of Midway Mall Addition, on addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas

THENCE leaving Southerly right of way line of said Fallon Road, along the common line of said Lot 1 ond Lot 4, through a central angle of 63" 44' 1O" with a radius of 25.00 feet, an arc length of 27.81 feet and a long chord bearing North 75• 1o'
31" West at a distance of 26.40 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non-tangent curve to the right;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 22· 14' 05" with a radius of
244.14 feet, an arc length of 94.74 feet and a long chord bearing South 64" 49' 00" West at a distance of 94.15 feet to a x-cut found at the top of a concrete curb at the end of said curve, also being the beginning of a. non-tangent curve to the left;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 86" 18' 54• with a radius of
25.00 feet, an arc length of 37.66 feet and a long chord bearing South 32" 47' 25" West at a distance of 34.20 feet to a x-cut found at the top of a concrete curb, at the end of said curve,

THENCE South 1o• 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 194.98 feet to a x-cut found. at the top of a concrete curb for corner, also being the beginning of a non-tangent curve to the right,

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 1o• 03' 39" with a radius of
198.00 feet, an arc length of 34.77 feet and a long chord bearing South 05" 20' 14" East at a distance of 34.72 feet to a x-cut found at the top of a concrete curb, at the end of said curve;

THENCE North 89' 41' 34" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 37.42 feet to a 5/8" iron rod set for corner;

THENCE South 60" 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 114.00 feet to a 5/8" iron rod set corner in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29' 38' 00" West, along said Westerly right-of-way line for a distance of 946.99 feet to the POINT OF BEGINNING AND CONTAINING 42.8134 ACRES OF LAND, more or less.

TRACT 2 (1.1255 ACRES)

BEING all that certain lot, tractor parcel of land situated in the John Hendrix Survey Abstract Number 503 and the W.F. Potterson Survey, Abstract Number 969, all of Grayson County, Texas, and being all of Lots 5 and 7, Block 1, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, said County Records, and being more particularly described by metes and bounds

as follows:

BEGINNING at a 5/8" iron rod with plastic cop stomped "Corter & Burgess" found in the Westerly right-of-way line of U.S. Highway No. 75, said point being the most Easterly Southeast corner of Midway Mall;

THENCE North 89' 23' 33" West for a distance of 639.05 feet to an "x"-cut found on the top of a concrete wall;

THENCE South 02" 22' 31" West for a distance of 140.00 feet to a 5/8" iron rod with plastic cap stamped "Carter &Burgess" found;

THENCE South 63" 30' 00" West for a distance of 13.90 feet to a 5/8" iron rod with plastic cap stomped "Carter & Burgess" found in the Easterly right-of-way line of Frisco Road, said point being the beginning of a non-tangent curve to the left;

THENCE Northwesterly along said non-tangent curve to the left, through a central angle of 14' 33' 31" with a radius of 500.00 feet an arc length of 127.05 feet and a long chord bearing North 33' 46' 52" West at a distance of 126.71 feet to a 5/8"
iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Northeasterly along said non-tangent curve to the left through a central angle of 30- 14' 08", with a radius of 159.00 feet an arc length of 83.91 feet and a long chord bearing North 30• 46' 1O" East at a distance of 82.94, feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a non-tangent curve to the left;

THENCE Easterly along said non-tangent curve to the left through a central angle of 16' 11' 06" with a radius of 252.36 feet on ore length of 71.29 feet and a long chord bearing South 81 • 18' 00" East at a distance of 71.05 feet to a p.k.. nail found in asphalt, to the end of said curve;

THENCE South as· 23' 33" East 320.83 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE; Northwesterly along said curve to the left, through a central angle of 60" 50' 23" with a radius of 250.00 feet an arc length of 265.46 feet and a long chord bearing North 60" 18' 55" East at a distance of 253.17 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 29' 38' 00" East 62.71 feet to a p.k. nail found in asphalt;

THENCE South 60' 22' 00" East for a distance of 138.00 feet to an "x"-cut found on the top of a concrete curb, said being in the Westerly right-of-way line of the aforementioned U.S. Highway No. 75;

THENCE South 29" 38' 00" West along said Westerly right-of-way line, for a distance of 155.05 feet to the POINT OF BEGINNING AND CONTAINING 1.1255 ACRES OF LAND, more or less.

EXHIBIT B

FALLON DRIVE (60 FOOT PUBLIC RIGHT OF WAY)

MISSOURI - KANSAS- TEXAS RAILROAD

FRISCO ROAD (80' FOOT PUBLIC RIGHT OF WAY)

U.S. HIGHWAY 75 TEXOMA PARKWAY (200 FOOT PUBLIC RIGHT OF WAY)

INDESCA DRIVE (60 FOOT PUBLIC RIGHT OF WAY)

BLUE FLAME DRIVE

Warehouse Space

TRACT 1
42.8134 Acres
1,864,951 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT

(42.5532 ACRES)
LOT 1 BLOCK 1
MIDWAY MALL
VOL. 8, PG. 8 MRGCT

LOT 2
7.9541 Acres
(NOT A PART)

ONE STORY BUILDING
75194 S.F.
BLDG. HIGH.= 27'

LOT 6
5.7869 Acres
(NOT A PART)
ONE STORY BUILDING
64146 S.F.
BLDG. HIGH.= 23'

ONE STORY TILT WALL BUILDING
579348 S.F. (THIS STRUCTURE ONLY)

ONE STORY ATTACHED STRUCTURE
5,807 S.F. (THIS STRUCTURE ONLY)

TRACT 2
1.1255 ACRES
(49,027 S.F.)

TRACT 3
1.4847 AC.
(64,674 S.F.)
(1.4582 AC. DEED)
SHERMAN MALL ASOCIATES
VOL. 1854, PG. 789 DRGCT
BLOCK 2
MIDWAY MALL
VOL. 8, PG. 8, MRGCT

TRACT 4
4.000 Acres
(174,244 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT

TRACT 5
3.7298 ACRES
(162,470 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT

BLOCK 5
MIDWAY MALL
V. 8, P. 8, MRGCT

BLOCK 4
MIDWAY MALL
VOL. 8, PG. 8, MRGCT

BLOCK 4
REPLAT OF MIDWAY MALL ADDITION
VOL. 12, PG. 15 MRGCT

BLOCK 3

LOT 1 (0.2502 Acres)

LOT 1 (0.2502 Acres) (NOT A PART)

LOT 1 (0.2502 Acres) (NOT A PART)

LOT 5 MIDWAY MALL VOL. 8, PG. 8 MRGCT

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

11.313 AC.
P.F.G. PARTNERSHIP
VOL. 2219, PG. 908 DRGCT

AMWESTS POST NO. 47
VOL. 1707, PG. 292 DRGCT

CONCRETE RETAINING WALL

25' UTILITY EASEMENT

20' DRAINAGE EASEMENT

"15' UTILITY EASEMENT BY PLAT"

EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 886, PAGE 179 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS ; AND TO TEXAS POWER AND LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, RECORDED IN VOLUME 1003, PAGE 888, OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS.

CONSENT TO ENCROACHMENT AND INDEMNITY GRANTED TO THE CITY OF SHERMAN RECORDED IN VOLUME 1946, PAGE 331 OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS

0.108 ACRE DEED OF DEDICATION TO CITY OF SHERMAN VOL. 2599 PAGE 0078

POINT OF BEGINNING 1.4847 AC.--TRACT 3

POINT OF BEGINNING 4.000 AC.--TRACT 4

POINT OF COMMENCING TRACT 4 & TRACT 5

POINT OF BEGINNING 1.1255 AC.--TRACT 2

POINT OF COMMENCING 44.0370 AC.--TRACT 1

POINT OF BEGINNING LOOP 6 ACCESS

BLDG. HIGH.= 33'
BLDG. HIGH.= 24'
BLDG. HIGH.= 23'
BLDG. HIGH.= 21'

CANOPY

S 89°00'05" E 1026.91'
S 89°00'05" E 120.08'
S 88°08'17" E 266.54'
S 88°08'17" E 520.28'
N 89°00'05" W 54.05'
N 88°08'17" W 273.16'
S 01°49'21" W 179.70'
S 32°33'16" W 358.58'
S 32°33'23" W 288.57'
S 60°26'34" E 891.88'
N 60°26'34" W 342.00'
N 60°22'00" W 279.97'
N 10°22'00" W 135.64'
N 10°22'00" W 247.42'
S 10°22'00" E 194.98'
S 60°22'00" E 138.00'
S 29°37'06" W 64.98'
N 29°37'06" E 64.98'
S 25°26'00" W 64.98'
N 25°26'00" E 64.98'
S 01°53'49" E 358.44'
S 01°53'49" E 260.80'
N 01°53'49" E 445.68'
N 00°59'55" W 248.94'
N 00°59'55" W 274.63'
N 88°06'11" W 118.22'
N 88°04'08" W 141.78'
N 40°26'16" W 225.19'
N 41°23'50" E 47.85'
S 48°36'10" E 185.52'
S 48°36'10" W 222.94'
N 40°26'16" W 725.28'
N 87°37'29" W 509.50'
S 89°23'33" E 320.83'
N 89°23'33" W 639.05'
S 02°22'31" W 140.00'
N 02°22'31" E 140.00'
S 87°37'29" E 509.50'
S 40°26'16" E 473.38'
S 40°26'16" E 413.93'
S 40°26'16" E 458.17'
S 40°26'16" E 225.19'
S 40°26'16" E 150.46'
S 40°26'16" E 99.68'
S 40°26'16" E 123.24'
S 40°26'16" E 99.42'
S 40°26'16" E 90.58'
S 40°26'16" E 150.00'
S 40°26'16" E 178.86'
S 40°26'16" E 151.17'
S 40°26'16" E 123.57'
S 40°26'16" E 58.63'
S 40°26'16" E 260.12'
S 40°26'16" E 263.22'
S 40°26'16" E 123.68'
S 40°26'16" E 123.67'
S 40°26'16" E 179.81'
S 40°26'16" E 150.00'
S 40°26'16" E 90.58'
S 40°26'16" E 99.42'
S 40°26'16" E 123.24'
S 40°26'16" E 99.68'
S 40°26'16" E 150.46'
S 40°26'16" E 225.19'
S 40°26'16" E 458.17'
S 40°26'16" E 413.93'
S 40°26'16" E 150.00'
S 40°26'16" E 178.86'
S 40°26'16" E 151.17'
S 40°26'16" E 123.57'
S 40°26'16" E 58.63'
S 40°26'16" E 260.12'
S 40°26'16" E 263.22'
S 40°26'16" E 123.68'
S 40°26'16" E 123.67'
S 40°26'16" E 179.81'

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29 C30

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30

LEGEND

F.H.	FIRE HYDRANT
X SET	CHISELED "X" SET
F.X.	CHISELED "X" FOUND
F.I.R.	5/8" FOUND IRON ROD W/ PLASTIC CAP
S.I.R.	IRON ROD SET (SIZE AS NOTED)
PP	OVERHEAD UTILITY POLE W/ GUY
UE UT	UNDERGROUND ELECTRIC OR TELEPHONE
L.P.	LIGHT POLE
SSMH	SANITARY SEWER MANHOLE
C.O.	SAN. SWR. CLEAN OUT
G.V.	GAS VALVE
W.V.	WATER VALVE
A.S.	AUTO SPRINKLER
E.B.	ELECTRIC BOX
S.S.	STREET SIGN
C.M.	CABLE MARKER
W.M.B.	WATER METER BOX
G.V.	GAS VALVE
G	GRATE
CB	CABINET
V	VAULT
	HANDICAP PARKING SPACE

NORTH

0 50' 100' 200'

GRAPHIC SCALE: 1"=100'

DRAWN BY: BVN
CHECKED BY: DRP

NO.	DATE	REVISION
1.	7/20/09	REVISIONS PER COMMENTS FULBRIGHT & JAWORSKI REV1/LINE2
2.	8/23/09	ADDED PLAT REFERENCE TO TRACT 5 EASEMENT REV2/LINE2
3.	9/02/09	REV3/LINE1 REMOVE LOT 4 REV3/LINE2
4.	DATE	REV4/LINE1 REV4/LINE2
5.	DATE	REV5/LINE1 REV5/LINE2

CERTIFICATION

TO: Centerline Servicing, Inc., and U.S. Bank National Association, as successor in interest to Wells Fargo Bank, N.A. (f/k/a Wells Fargo Bank Minnesota, N.A.) as Trustee for the registered holders of First Union National Bank–Bank of America, N.A., Commercial Mortgage Trust, Commercial Mortgage Pass–Through Certificates, Series 2001–C–1.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes items 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8–11(a), 14, 16, 17 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the maximum Relative Positional Accuracy is 0.1 feet.

Dated this 2ND day of SEPTEMBER, 2009.

David Petree
Registered Professional Land Surveyor No.1890
11015 Midway Road
Dallas, Texas 75229
Phone (214) 358–4500
Fax (214) 358–4600

STATE OF TEXAS REGISTERED 1890 DAVID PETREE Professional LAND SURVEYOR

VICINITY MAP
NOT-TO-SCALE

LOY LAKE ROAD · U.S. HIGHWAY 75 · SAM RAYBURN FWRY · FALLON DRIVE · BLUE FLAME ROAD · THERESA DR. · 4TH ST. · STATE HIGHWAY 91 · SP RAILROAD · MKT RAILROAD · FRISCO ROAD · SITE · LEACREST DR. · TEXOMA PKWY · PECAN GROVE ROAD · BAKER RIDGE ROAD

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC SITE MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP
17330 Preston Road, Suite 150A
Dallas, Texas 75252
P:(469) 737–7000 F:(469) 737–7070

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SHEET 1 OF 3

PROJECT NUMBER
0R090362

LEGAL DESCRIPTION

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground of property described as follows:

PARCEL 1

BEING 53.1534 acres of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Paterson Survey, Abstract Number 969, the Daniel Shelp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, City of Sherman, Grayson County, Texas, and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, County Records, Grayson County, Texas said 53.1534 acres of land consisting of 5 tracts as described individually by metes and bounds as follows:

TRACT 1 (42.8134 ACRES)

BEING all that certain lot, tract or parcel of land situated in the John Hendrix Survey, Abstract Number 503, the W.F. Patterson Survey, Abstract Number 969, the Daniel Shelp Survey, Abstract Number 1097, and the T.J. Shannon Survey, Abstract Number 1136, all of Grayson County, Texas, and being all of Lots 1 and 3 of Block 1, Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of U.S. Highway No. 75 (200 foot right of way), said point being the most Easterly Southeast corner of Lot 5 in Block 1 of said Midway Mall;

THENCE North 29° 38' 00" East and following along the Westerly right–of–way line of said U.S. Highway No. 75 for a distance of 183.05 feet to an "x" cut found in the top of a concrete curb for the Northeast corner of Lot 6 in Block 1, same being the Southeast corner of Lot 1, Block 1, said Midway Mall, for the POINT OF BEGINNING for this tract;

THENCE North 60° 22' 00" West and departing the Westerly right–of–way line of said U.S. Highway 75, and following the common line of said Lots 1 and 6, for a distance of 174.00 feet to a p.k. nail found in asphalt.

THENCE South 29° 38' 00" West and following the common line of said Lots 1 and 6, for a distance of 32.45 feet to a p.k. nail found in asphalt;

THENCE North 60° 22' 00" West and following the common line of said Lots 1 and 6, for a distance of 279.29 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 26" West and following the common line of said Lots 1 and 6, for a distance of 64.97 feet to a p.k. nail found in asphalt;

THENCE North 60° 26' 34" West and following the common line of said Lots 1 and 6, for a distance of 342.00 feet to an x–cut found on the top of a brick wall;

THENCE South 76° 55' 38" West and following the common line of said Lots 1 and 6, for a distance of 114.17 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 23" West and following the common line of said Lots 1 and 6, for a distance of 288.31 feet to a p.k. nail found in asphalt;

THENCE South 50° 36' 11" East and following the common line of said Lots 1 and 6, for a distance of 168.19 feet to a p.k. nail found in asphalt and the beginning of a curve to the left;

THENCE Southeasterly along said curve to the left, and following the common line of said Lots 1 and 6, through a central angle of 16° 31' 20" with a radius of 252.36 feet an arc length of 72.77 feet and a long chord bearing South 58° 51' 51" East at a distance of 72.52 feet to a p.k. nail found in asphalt, the end of said curve;
t
THENCE South 22° 52' 29" West and following the common line of said Lots 1 and 6, for a distance of 18.57 feet to a p.k. nail found in asphalt for the beginning of a curve to the right;

THENCE in a Southwesterly direction along said curve to the right, and following the common line of said Lots 1 and 6, through a central angle of 22° 42' 10" with a radius of 131.00 feet an arc length of 51.91 feet and a long chord bearing South 34° 13' 34" West at a distance of 51.57 feet to a x–cut found in the top of a concrete curb at the end of said curve, and being in the Easterly right–of–way line of Frisco Road, said point also being the beginning of a non–tangent curve to the left;

THENCE Northwesterly along the Easterly right of way line of said Frisco Road and along said non–tangent curve to the left, through a central angle of 04° 20' 01" with a radius of 500.00 feet an arc length of 37.82 feet and a long chord bearing North 46° 26' 14" West at a distance of 37.81 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the end of said curve;

THENCE North 48° 36' 10" West for a distance of 222.94 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, for the beginning of a curve to the right;

THENCE Northwesterly along the Easterly right of way line of said Frisco Road and continuing along said curve to the right, through a central angle of 50° 30' 00" with a radius of 640.00 feet an arc length of 564.09 feet and a long chord bearing North 23° 21' 11" West at a distance of 546.01 feet to a 5/8" iron rod found at the end of said curve;

THENCE North 01° 53' 49" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 260.60 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road along said curve to the left, through a central angle of 20° 49' 05" with a radius of 841.56 feet an arc length of 305.78 feet and a long chord bearing North 08° 30' 43" West at a distance of 304.10 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a reverse curve to the right;

THENCE Northwesterly and continuing along the Easterly right of way line of said Frisco Road with said reverse curve to the right, through a central angle of 19° 55' 11" with a radius of 660.80 feet an arc length of 229.74 feet and a long chord bearing North 08° 57' 41" West at a distance of 228.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 00° 59' 55" East and continuing along the Easterly right of way line of said Frisco Road for a distance of 274.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line for the intersection of said Frisco Road and Fallon Drive;

THENCE North 45° 59' 55" East and departing the Easterly right–of–way line of said Frisco Road along said cut–back line for Fallon Road for a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Southerly right–of–way line of said Fallon Drive;

THENCE South 89° 00' 05" East along the Southerly right–of–way line of said Fallon Drive for a distance of 1026.91 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 88° 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of 266.54 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly and continuing along the Southerly right of way line of said Fallon Drive along said curve to the right, through a central angle of 56° 00' 00" with a radius of 360.00 feet an arc length of 351.86 feet and a long chord bearing South 60° 08' 17" East at a distance of 338.02 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the end of said curve;

THENCE South 32° 08' 17" East and continuing along the Southerly right of way line of said Fallon Drive for a distance of 175.32 (174.68) feet to an "x"–cut found in the concrete gutter for the beginning of a non–tangent curve to the right;

THENCE Southwesterly along said curve to the right and departing the Southerly right–of–way line of said Fallon Drive, through a central angle of 31 ° 23' 18" with a radius of 20.00 feet an arc length of 10.96 feet and a long chord bearing South 36° 41' 10" West at a distance of 10.82 feet to an x–cut found in concrete gutter, for the end of said curve and the beginning of a compound curve to the right;

THENCE Southwesterly along said compound curve to the right, through a central angle of 27° 15' 11" with a radius of 188.14 feet an arc length of 89.49 and a long chord bearing South 66 ° 00' 25" West at a distance of 88.65 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE South 79° 38' 00" West along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 25.64 feet to a p.k. nail found in asphalt;

THENCE North 10° 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 136.64 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall, through a central angle of 77° 46' 17" with a radius of 254.94 feet an arc length of 346.05 feet and a long chord bearing North 49° 15' 08" West at a distance of 320.09 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 88° 08' 17" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 273.18 feet to a p.k. nail found in asphalt;

THENCE North 89° 00' 05" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 54.05 feet to a p.k. nail found in asphalt;

THENCE South 29° 33' 26" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 335.58 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in an expansion joint between concrete slabs;

THENCE South 60° 26' 34" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 891.68 feet to a p.k. nail found in asphalt for the beginning of a non–tangent curve to the left;

THENCE Northeasterly along said non–tangent curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 38° 03' 51"with a radius of 162.00 feet an arc length of 107.62 feet and a long chord bearing North 08° 39' 55" East at a distance of 105.66 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 10° 22' 00" West and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 247.42 feet to a "x"–cut found on the top of a concrete curb;

THENCE North 79° 38' 00" East and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall for a distance of 43.64 feet to a "y"–cut found on the top of a concrete curb, and the beginning of a curve to the left;

THENCE Northeasterly along said curve to the left and continuing along the common line of Lots 1 and 2 in Block 1 of said Midway Mall through a central angle of 26° 03' 02" with a radius of 216.14 feet an arc length of 98.27 feet and a long chord bearing North 66° 36' 29" East at a distance of 97.43 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE North 51° 50' 36" East for a distance of 13.11 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Southerly right–of–way line of Fallon Drive, and also being the beginning of a non–tangent curve to the left;

THENCE Southeasterly along said non–tangent curve to the left and following along the Southerly right of way line of said Fallon Road through a central angle of 06° 56' 46" with a radius of 405.00 feet an arc length of 49.10 feet and a long chord bearing South 39° 50' 02" East at a distance of 49.07 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, at the end of said curve, also being the beginning of a non–tangent curve to the right, same being the common corner of aforementioned Lot 1 and Lot 4 of Block 1 of Midway Mall Addition, an addition to the City of Sherman, as recorded in Volume 8, Page 8, of the Map records of Grayson County, Texas

THENCE leaving Southerly right of way line of said Fallon Road, along the common line of said Lot 1 and Lot 4, through a central angle of 63° 44' 10" with a radius of 25.00 feet, an arc length of 27.81 feet and a long chord bearing North 75° 10' 31" West at a distance of 26.40 feet to a x–cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non–tangent curve to the right;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 22° 14' 05" with a radius of 244.14 feet, an arc length of 94.74 feet and a long chord bearing South 64° 49' 00" West at a distance of 94.15 feet to a x–cut found at the top of a concrete curb at the end of said curve, also being the beginning of a non–tangent curve to the left;

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 86° 18' 54" with a radius of 25.00 feet, an arc length of 37.66 feet and a long chord bearing South 32° 47' 25" West at a distance of 34.20 feet to a x–cut found at the top of a concrete curb, at the end of said curve,

THENCE South 10° 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 194.98 feet to a x–cut found at the top of a concrete curb for corner, also being the beginning of a non–tangent curve to the right,

THENCE continuing along the common line of said Lot 1 and Lot 4, through a central angle of 10° 03' 39" with a radius of 198.00 feet, an arc length of 34.77 feet and a long chord bearing South 05° 20' 14" East at a distance of 34.72 feet to a x–cut found at the top of a concrete curb, at the end of said curve;

THENCE North 89° 41' 34" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 37.42 feet to a 5/8" iron rod set for corner;

THENCE South 60° 22' 00" East, continuing along the common line of said Lot 1 and Lot 4, for a distance of 114.00 feet to a 5/8" iron rod set corner in the Westerly right–of–way line of the aforementioned U.S. Highway No. 75;

THENCE South 29° 38' 00" West, along said Westerly right–of–way line for a distance of 946.99 feet to the POINT OF BEGINNING AND CONTAINING 42.8134 ACRES OF LAND, more or less.

TRACT 2 (1.1255 ACRES)

BEING all that certain lot, tractor parcel of land situated in the John Hendrix Survey Abstract Number 503 and the W.F. Patterson Survey, Abstract Number 969, all of Grayson County, Texas, and being all of Lots 5 and 7, Block 1, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, said County Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of U.S. Highway No. 75, said point being the most Easterly Southeast corner of Midway Mall;

THENCE North 89° 23' 33" West for a distance of 639.05 feet to an "x"–cut found on the top of a concrete wall;

THENCE South 02° 22' 31" West for a distance of 140.00 feet to a 5/8" iron rod with plastic cap stamped "Carter &Burgess" found;

THENCE South 63° 30' 00" West for a distance of 13.90 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Easterly right–of–way line of Frisco Road, said point being the beginning of a non–tangent curve to the left;

THENCE Northwesterly along said non–tangent curve to the left, through a central angle of 14° 33' 31" with a radius of 500.00 feet an arc length of 127.05 feet and a long chord bearing North 33° 46' 52" West at a distance of 126.71 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve and the beginning of a non–tangent curve to the left;

THENCE Northeasterly along said non–tangent curve to the left through a central angle of 30° 14' 08", with a radius of 159.00 feet an arc length of 83.91 feet and a long chord bearing North 30° 46' 10" East at a distance of 82.94, feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a non–tangent curve to the left;

THENCE Easterly along said non–tangent curve to the left through a central angle of 16° 11' 06" with a radius of 252.36 feet an arc length of 71.29 feet and a long chord bearing South 81 ° 18' 00" East at a distance of 71.05 feet to a p.k.. nail found in asphalt, to the end of said curve;

THENCE South 89° 23' 33" East 320.83 feet to a p.k. nail found in asphalt for the beginning of a curve to the left;

THENCE Northwesterly along said curve to the left, through a central angle of 60° 50' 23" with a radius of 250.00 feet an arc length of 265.46 feet and a long chord bearing North 60° 18' 55" East at a distance of 253.17 feet to a p.k. nail found in asphalt for the end of said curve;

THENCE North 29° 38' 00" East 62.71 feet to a p.k. nail found in asphalt;

THENCE South 60° 22' 00" East for a distance of 138.00 feet to an "x"–cut found on the top of a concrete curb, said being in the Westerly right–of–way line of the aforementioned U.S. Highway No. 75;

THENCE South 29° 38' 00" West along said Westerly right–of–way line, for a distance of 155.05 feet to the POINT OF BEGINNING AND CONTAINING 1.1255 ACRES OF LAND, more or less.

TRACT 3 (1.4847 ACRES)

BEING all that certain lot, tract or parcel of land situated in the Daniel Shelp Survey, Abstract Number 1097, Grayson County, Texas, and being a portion of Block 2, Midway Mall, an addition to the City of Sherman, as recorded in Volume 8, Page 8, said County Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of Thersea Drive, said point being North 88° 08' 17" West at a distance of 25.00 feet from the most Northerly Northeast corner of said Midway Mall;

THENCE South 01° 49' 21" West along said Westerly right–of–way line of Thersea Drive for a distance of 178.70 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southwesterly along said curve to the right, and continuing along said Westerly right–of–way line of Thersea Drive, through a central angle of 51° 45' 35" (49° 29' 19" per deed) with a radius of 175.00 feet, an arc length of 158.09 feet (151.16 feet per deed) and a long chord bearing South 27° 42' 10" West (South 26° 34' 01" West per deed) at a distance of 152.77 feet (146.50 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at a cut back line at the intersection of Frisco Road and Fallon Drive;

THENCE South 53° 34' 58" West and continuing along the Westerly right of way line of said Thersea Drive for a distance of 3.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for corner for cut–back line for Fallon Drive;

THENCE North 79° 35' 30" West along said cut back line for a distance of 13.54 feet (13.52 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Northerly right–of–way line of Fallon Drive;

THENCE North 32° 08' 17" West along said Northerly right–of–way line for a distance of 156.50 feet (45.63 feet and North 31° 19' 57" West for a distance of 110.45 feet per deed) to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found at the beginning of a non–tangent curve to the left;

THENCE Northwesterly along said non–tangent curve to the left, and along said Northerly right–of–way line, through a central angle of 56° 00' 00" with a radius of 422.76 feet an arc length of 413.20 feet and a long chord bearing North 60° 08' 17" West at a distance of 396.95 feet to a 5/8" rod with plastic cap stamped "Carter & Burgess found in the Northerly line of the aforementioned Midway Mall;

THENCE South 88° 08' 17" East along the Northerly line of said Midway Mall for a distance of 520.28 feet to the POINT OF BEGINNING AND CONTAINING 1.4847 ACRES OF LAND (1.4592 acres per deed) more or less.

TRACT 4 (4.000 ACRES)

BEING all that certain lot, tract or parcel of land situated in the W.R. Patterson Survey, Abstract Number 969, Grayson County, Texas and being a portion of Block 4, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, said County Records and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the most Southerly corner of said Midway Mall, said point also being the most Southerly corner of that certain tract of land, as described by deed to Amvets Post #47 as recorded in Volume 1707 at Page 292 of the Deed Records of Grayson County, Texas.

THENCE North 40° 26' 46" West along the Westerly line of said Amvets Tract, and the Westerly line of said Block 4 for a distance of 479.36 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the POINT OF BEGINNING for this description;

THENCE North 40° 26' 46" West and continuing along the Westerly line of said Block 4 for a distance of 125.26 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, and being the most Southerly corner of Lot 1 in Block 4 of the Replat of Midway Mall Addition, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 12 at Page 15 of the Map Records of Grayson County, Texas;

THENCE North 41° 23' 50" East and departing the Westerly line of said Block 4 and following along the Southeasterly line of said Lot 1 in Block 4 of the Replat of Midway Mall Addition for a distance of 477.95 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of Frisco Road;

THENCE South 48° 36' 10" East along said Westerly right–of–way line of Frisco Road for a distance of 163.52 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Southeasterly along said curve to the right, and continuing along said Westerly right–of–way line of Frisco Road through a central angle of 50° 58' 41" with a radius of 450.00 feet an arc length of 400.38 feet and a long chord bearing South 23° 06' 49" East at a distance of 387.30 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE South 02° 22' 36" West and continuing along said Westerly right–of–way line of Frisco Road for a distance of 10.63 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found, said point being in the Northerly line of the aforementioned Amvets Tract;

THENCE North 87° 37' 29" West along the Northerly line of said Amvets Tract and departing said Westerly right–of–way line for a distance of 509.50 feet to the POINT OF BEGINNING AND CONTAINING 4.000 ACRES OF LAND, more or less.

TRACT 5 (3.7298 ACRES)

BEING all that certain lot, tract or parcel of land situated in the W.F. Patterson Survey, Abstract Number 969 and the T.J. Shannon Survey, Abstract Number 1136, Grayson County, Texas, and being a portion of Block 4 and Block 5, Midway Mall, an addition to the City of Sherman as recorded in Volume 8, Page 8, County Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the most Southerly corner of Midway Mall, said point also being the most Southerly corner of that certain tract of land described by Deed to Amvets Post #47, and recorded in Volume 1707, Page 292, said County Records;

THENCE North 40° 26' 46" West and following along the Westerly line of said Amvets Tract, the Westerly line of Block 4, Midway Mall and the Westerly line of Sherman East Ltd. Tract, as recorded in Volume 1792 at Page 410 of the Deed Records of Grayson County, Texas for a distance of 980.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for a point in the Easterly right–of–way line of Missouri–Kansas–Texas Railroad (M–K–T Railroad);

THENCE North 01° 53' 49" East and following along the Westerly line of said Sherman East Ltd. Tract, also the Westerly line of said Block 4 and the Easterly right–of–way line of said M–K–T Railroad for a distance of 900.09 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the Northwest corner of said Sherman East Ltd. Tract and being the POINT OF BEGINNING for this description;

THENCE North 01° 53' 49" East and continuing along the Westerly right–of–way line of said M–K–T Railroad and the Westerly line of said Midway Mall, for a distance of 358.44 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the right;

THENCE Northerly along said curve to the right, and continuing along the Westerly line of said Midway Mall and the Easterly right–of–way line of said M–K–T Railroad, through a central angle of 09° 27' 02" with a radius of2675.73 feet an arc length of 441.34 feet and a long chord bearing North 04° 56' 10" East at a distance of 440.84 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North 28°12' 21" West at a distance of 2.42 feet from a 5/8" found iron rod;

THENCE South 79° 09' 43" East and departing the Easterly right–of–way line of said M–K–T Railroad for a distance of 41.35 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found bearing North 02° 13' 48" West at a distance of 3.34 feet from a brass monument found in concrete;

THENCE South 89° 00' 24" East for a distance of 93.85 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found in the Westerly right–of–way line of said Frisco Road;

THENCE South 00° 59' 55" West along the Westerly right of way line of Frisco Road for a distance of 248.94 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the beginning of a curve to the left;

THENCE Southerly along said curve to the left and continuing along the Westerly line of said Frisco Road through a central angle of 19° 55' 11" with a radius of 710.80 feet an arc length of 247.12 feet and a long chord bearing South 08° 57' 41" East at a distance of 245.88 feet to a p.k. nail found in asphalt for the end of said curve and the beginning of a reverse curve to the right;

THENCE Southerly along said reverse curve to the right and continuing along the Westerly right of way line of said Frisco Road through a central angle of 20° 49' 05" with a radius of 791.56 feet an arc length of 287.61 feet and a long chord bearing South 08° 30' 44" East for a distance of 286.03 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the end of said curve;

THENCE South 01° 53' 49" West and continuing along the Westerly line of said Frisco Road for a distance of 78.29 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found for the Northwest corner of the aforementioned Sherman East Ltd. Tract;

THENCE North 88° 04' 08" West and departing the Westerly right–of–way line of said Frisco Road and following along the Northerly line of said Sherman East Ltd. Tract, for a distance of 141.78 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 01° 55' 52" East and continuing along the Northerly line of said Sherman tract for a distance of 56.21 feet to a 5/8" iron rod with plastic cap stamped "Carter & Burgess" found;

THENCE North 88° 06' 11" West and continuing along the Northerly line of said Sherman tract for a distance of 118.22 feet to the POINT OF BEGINNING AND CONTAINING 3.7298 ACRES OF LAND, more or less.

DRAWN BY: BVN
CHECKED BY: DRP

REVISION

NO.	DATE	
1.	7/09/09	REVISED PER COMMENTS FULBRIGHT & JAWORSKI REV1/LINE2
2.	8/20/09	REVISED AMENDING TRACT 4 DESCRIPTION REV2/LINE2
3.	8/23/09	REVISED AMENDING MISC DESCRIPTIONS REV3/LINE2
4.	9/02/09	REV4/LINE1 REMOVE LOT 4 REV4/LINE2
5.	DATE	REV5/LINE1 REV5/LINE2

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC SITE MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP
17330 Preston Road, Suite 150A
Dallas, Texas 75252
P:(469) 737–7000 F:(469) 737–7070

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SHEET 2 OF 3

PROJECT NUMBER
OR090362

NUMBER	DIRECTION	DISTANCE
L1	N 01°55'52" E	56.21'
L2	S 79°09'43" E	41.35'
L3	S 89°00'24" E	93.85'
L4	S 01°53'49" W	78.29'
L5	S 02°22'36" W	10.63'
L6	N 79°35'30" W	13.54'
L7	N 29°38'00" E	28.00'
L8	S 29°38'00" W	32.45'
L9	S 29°33'26" W	64.97'
L10	S 76°55'38" W	114.17'
L11	S 22°52'29" W	18.57'
L12	N 45°59'55" E	14.14'
L13	S 79°38'00" W	25.64'
L14	N 79°38'00" E	43.64'
L15	N 51°50'36" E	13.11'
L16	S 60°22'00" E	47.06'
L17	S 29°05'05" W	48.20'
L18	S 27°44'44" E	51.84'
L19	S 63°30'00" W	13.90'
L20	N 29°38'00" E	62.71'
L21	S 44°00'05" E	14.14'
L22	S 00°59'55" W	25.69'
L23	S 48°36'10" E	59.42'
L24	S 60°22'00" E	14.00'
L25	N 89°41'34" E	37.42'
L26	S 53°34'58" W	3.09'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	09°27'02"	2675.73	441.34	440.84	N 04°56'10" E
C2	19°55'11"	710.80	247.12	245.88	S 08°57'41" E
C3	20°49'05"	791.56	287.61	286.03	S 08°30'44" E
C4	50°58'41"	450.00	400.38	387.30	S 23°06'49" E
C5	51°45'35"	175.00	158.09	152.77	S 27°42'10" W
C6	56°00'00"	422.76	413.20	396.95	N 60°08'17" W
C7	22°42'10"	131.00	51.91	51.57	S 34°13'34" W
C8	04°20'01"	500.00	37.82'	37.81'	N 46°26'14" W
C9	50°30'00"	640.00	564.09	546.01	N 23°21'11" W
C10	20°49'05"	841.56	305.78	304.10	N 08°30'43" W
C11	19°55'11"	660.80	229.74	228.59	N 08°57'41" W
C12	56°00'00"	360.00	351.86	338.02	S 60°08'17" E
C13	27°15'11"	188.14	89.49	88.65	S 66°00'25" W
C14	77°46'17"	254.94	346.05	320.09	N 49°15'08" W
C15	38°03'51"	162.00	107.62	105.66	N 08°39'55" E
C16	26°00'02"	216.14	98.27	97.43	N 66°36'29" E
C17	24°00'21"	405.00	169.69	168.45	S 48°21'50" E
C18	14°33'31"	500.00	127.05	126.71	N 33°46'52" W
C19	30°14'08"	159.00	83.91	82.94	N 30°46'10" E
C20	16°11'06"	252.36	71.29	71.05	S 81°18'00" E
C21	60°59'23"	250.00	265.46	253.17	N 60°18'55" E
C22	00°37'14"	2675.72	28.99	28.99	N 09°58'18" E
C23	01°18'16"	2675.72	60.91	60.91	N 10°56'03" E
C24	50°30'00"	690.00	608.16	588.66	S 23°21'11" E
C25	86°18'54"	25.00	37.66	34.20	S 32°47'25" W
C26	22°14'05"	24414	94.74	94.15	S 64°49'00" W
C27	63°44'10"	25.00	27.81	26.40	N 75°10'31" W
C28	10°03'39"	198.00	34.77	34.72	S 05°20'14" E
C29	16°31'20"	252.36	72.77	72.52	S 58°51'51" E
C30	31°23'18"	20.00	10.96	10.82	S 36°41'10" W
C31	06°56'46"	405.00'	49.10'	49.07'	S 39°50'02" E

GENERAL NOTES:

(1) FROM FIELD INSPECTION MADE ON THE DATE OF THIS SURVEY, THE UNDERSIGNED FOUND NO EVIDENCE OF CEMETERY OR BURIAL PLOTS ON THIS SITE.

(2) NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

(3) NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AVAILABLE FROM THE CONTROLLING JURISDICTION AND NO OBSERVABLE EVIDENCE OF RECENT OR SIDEWALK CONSTRUCTION OR REPAIR.

(4) NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

(5) ALL BUILDINGS TO BE SET BACK A MINIMUM 25' FROM ALL STREET RIGHT OF WAY LINES PER PLAT VOLUME 8, PAGE 8,.

STATEMENT OF ENCROACHMENTS

FROM FIELD INSPECTION MADE ON THE DATE OF THIS SURVEY, THE UNDERSIGNED FOUND ENCROACHMENTS, CONFLICTS OR PROTRUSIONS ON SUBJECT PROPERTY AS NOTED ON SURVEY:

(1) CONCRETE PAVEMENT PROTRUSION ALONG SOUTH PROPERTY LINE OF TRACT 5.

(2) BUILDING PROTRUSION ALONG WESTERLY PORTION OF TRACT 1 ONTO 25 FOOT UTILITY EASEMENT.

GRAYSON COUNTY TAX PARCELS OWNERSHIP IDENTIFICATION

(1) Sherman Mall Associates– 31.97 acres in Lot 3 and Part of Lots 1 & 2 in Block 1 of Midway Mall Addition. PIDN 167413
(2) Sherman Mall Associates– 11.97 acres in Lot 5 and Part of Lots 7 in Block 1 of Midway Mall Addition. PIDN 167415
(3) Sherman Mall Associates– 1.46 acres in Block 2 of Midway Mall Addition. PIDN 167421
(4) Sherman Mall Associates– 1.78 acres in Block 4 of Midway Mall Addition. PIDN 167423
(5) Sherman Mall Associates– 4.45 acres in Block 4 of Midway Mall Addition. PIDN 167425
(6) Sherman Mall Associates– 1.95 acres in Block 5 of Midway Mall Addition. PIDN 167427

PARKING TABULATION

TRACT 1
NORMAL PARKING = 2429
HANDICAP PARKING = 37
TOTAL PARKING = 2466

TRACT 2
NORMAL PARKING = 0
HANDICAP PARKING = 0
TOTAL PARKING = 0

TRACT 3
NORMAL PARKING = 0
HANDICAP PARKING = 0
TOTAL PARKING = 0

TRACT 4
NORMAL PARKING = 44
HANDICAP PARKING = 4
TOTAL PARKING = 48

TRACT 5
NORMAL PARKING = 47
HANDICAP PARKING = 0
TOTAL PARKING = 47

LOT 6
NORMAL PARKING = 299
HANDICAP PARKING = 11
TOTAL PARKING = 310

LOT 2
NORMAL PARKING = 613
HANDICAP PARKING = 13
TOTAL PARKING = 626

COMPOSITE TRACTS
NORMAL PARKING = 3,432
HANDICAP PARKING = 65
TOTAL PARKING = 3,497

BASIS OF BEARINGS PER PLAT OF MIDWAY MALL ADDITION RECORDED IN VOLUME 8 AT PAGE 8 OF THE MAP RECORDS OF GRAYSON COUNTY, TEXAS.

LAND AREA

THE PROPERTY DESCRIBED AS TRACTS 1, 2, 3, 4 & 5 HEREON CONTAINS 53.1534 ACRES OR 2,315,362 SQUARE FEET OF LAND, MORE OR LESS.

PROPERTY IS ZONED COMMERCIAL, RETAIL AND CENTRAL BUSINESS DISTRICT

CONTACT SCOTT SHADDEN (DIRECTOR OF DEVELOPMENT SERVICES) PLANNING AND ZONING DEPARTMENT
P.O. BOX 1106
SHERMAN TEXAS 75091
PHONE: 903–892–7333
FAX: 903–892–7274

According to the General Zoning Ordinance Plan and Map provided by the City Of Sherman, Texas, the property hereon is Zoned for General Commercial Use (C–2 District) and accordingly the following regulations apply to this site:

(1) Floor area. The total floor area of any building or buildings on a lot in the C– 2 District shall not exceed the number of square feet in the lot.

(2) Height regulations. No building shall exceed 35 feet or 2 stories in height.

(3) Minimum requirements for lot area, width and setback:
(i) Lot Area = 5,000 SF
(ii) Lot Width = 50'
(iii) Setback Front = 15'
(iv) Setback Rear = 10'
(v) Setback Side = 0'

(4) Where the side yards of lots in the C–2 District are abutting a residential district, the side yard setback shall not be less than 15 feet.

(5) Rear yard. Where the rear yards of lots in the C–2 District are abutting a Residential or C–1 District, the rear yard setback shall not be less than 15 feet.

TITLE NOTES

The property hereon was prepared with the benefit of Commitment for Title Insurance issued by Old Republic National Title Insurance Company, GF No. 32996, effective date of May 4, 2009 and issued date of May 14, 2009, the following matters of record are listed as exceptions to title coverage as outlined on Schedule B thereof:

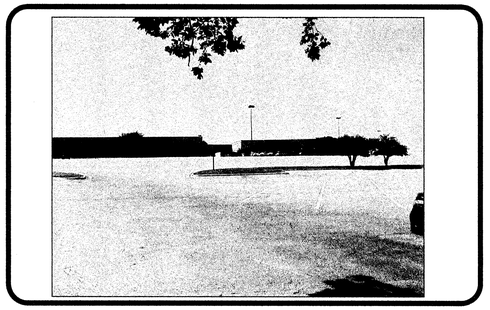
(d) Easements, roadways, setback lines as revealed by plat recorded in Volume 8 at Page 8 of the Plat Records of Grayson County, Texas. (As shown on survey).

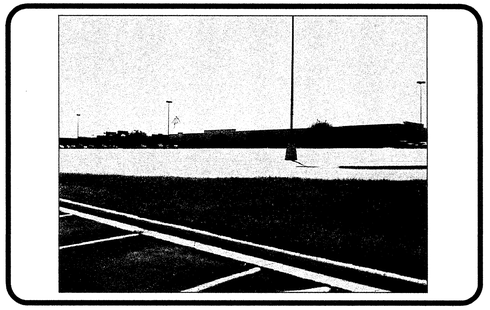
(o) Easement in favor of Texas Power & Light Company, recorded in Volume 889, Page 175 of the Deed Records of Grayson County, Texas, and easement in favor of Texas Power and Light Company and the General Telephone Company of the Southwest, recorded in Volume 1833, Page 288 of the Real Property Records of Grayson County, Texas. (As shown along the North line of Block 2).

(p) Appurtenant easements created by and described in that certain Construction Operation and Reciprocal Easement Agreement by and between Sherman Partnership, a Texas general partnership, Dillard Department Stores, Inc., a Delaware corporation, Construction Developers, Inc., an Arkansas corporation and Mervyn's, a California corporation, dated January 12, 1985, recorded in Volume 1854, Page 659, Real Property Records of Grayson County, Texas, and First Amendment thereto, by and between Sherman Partnership, a Texas general partnership, Dillard Department Stores, Inc., a Delaware corporation, Construction Developers, Inc., an Arkansas corporation and Mervyn's, a California corporation, dated February 11, 1985, recorded in Volume 1740, Page 167 of the Real Property Records of Grayson County, Texas, Assignment and Assumption of Reciprocal Easement Agreement to Sherman Mall Associates, an Indiana limited partnership, dated August 25, 1986, recorded in Volume 1854, Page 798, Real Property Records of Grayson County, Texas, Second Amendment to Construction, Operation and Reciprocal Easement Agreement by and between Sherman Mall Associates limited partnership, an Indiana limited partnership, Dillard Department Stores, Inc., a Delaware corporation, Construction Developers, Inc., an Arkansas corporation and Mervyn's, a California corporation, dated November 6, 1989, recorded in Volume 2072, Page 486, Real Property Records of Grayson County, Texas, Assignment and Assumption of Operating Agreements by and between Construction Developers, Inc., an Arkansas corporation and Dillard Texas Operating Limited Partnership, a Texas limited partnership, dated February 2, 1996, recorded in Volume 2444, Page 366 and Volume 2444, Page 371, Real Property Records of Grayson County, Texas. (Affects subject property and contains some graphically plottable matters within common area of mall)

(q) Consent to Encroachment and Indemnity granted to the City of Sherman, dated November 2, 1987, recorded in Volume 1946, Page 231 of the Real Property Records of Grayson County, Texas. (As shown on survey along East right of way line of Frisco Road).

(r) Deed of Dedication from Sherman Mall Associates, L.P., an Indiana limited partnership, for pubic use, dated December 12, 1997, recorded in Volume 2599, Page 79 of the Real Property Records of Grayson County, Texas. (This is dedication widening for Fallon Road right of way along the North portion of Block 5 (Tract 5) as shown, and does not affect subject property)





FLOOD NOTATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE X, AREAS OF MINIMAL FLOODING, OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48181C0135 E WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1995, DOES NOT LIE WITHIN A SPECIAL FLOOD HAZRD AREA. BY TELEPHONE CALL DATED MAY 20, 2009, TO THE NATIONAL FLOOD INSURANCE PROGRAM (800–638–6620) WE HAVE LEARNED THAT THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY AGENCY.

DRAWN BY: BVN
CHECKED BY: DRP

REVISION

NO.	DATE	REVISIONS PER COMMENTS FULBRIGHT & JAWORSKI
1.	7/20/09	REV1/LINE2
2.	9/02/09	REV2/LINE1 REMOVE LOT 4 REV2/LINE2
3.	DATE	REV3/LINE1 REV3/LINE2
4.	DATE	REV4/LINE1 REV4/LINE2
5.	DATE	REV5/LINE1 REV5/LINE2

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OLD REPUBLIC SITE MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP
17330 Preston Road, Suite 150A
Dallas, Texas 75252
P:(469) 737–7000 F:(469) 737–7070

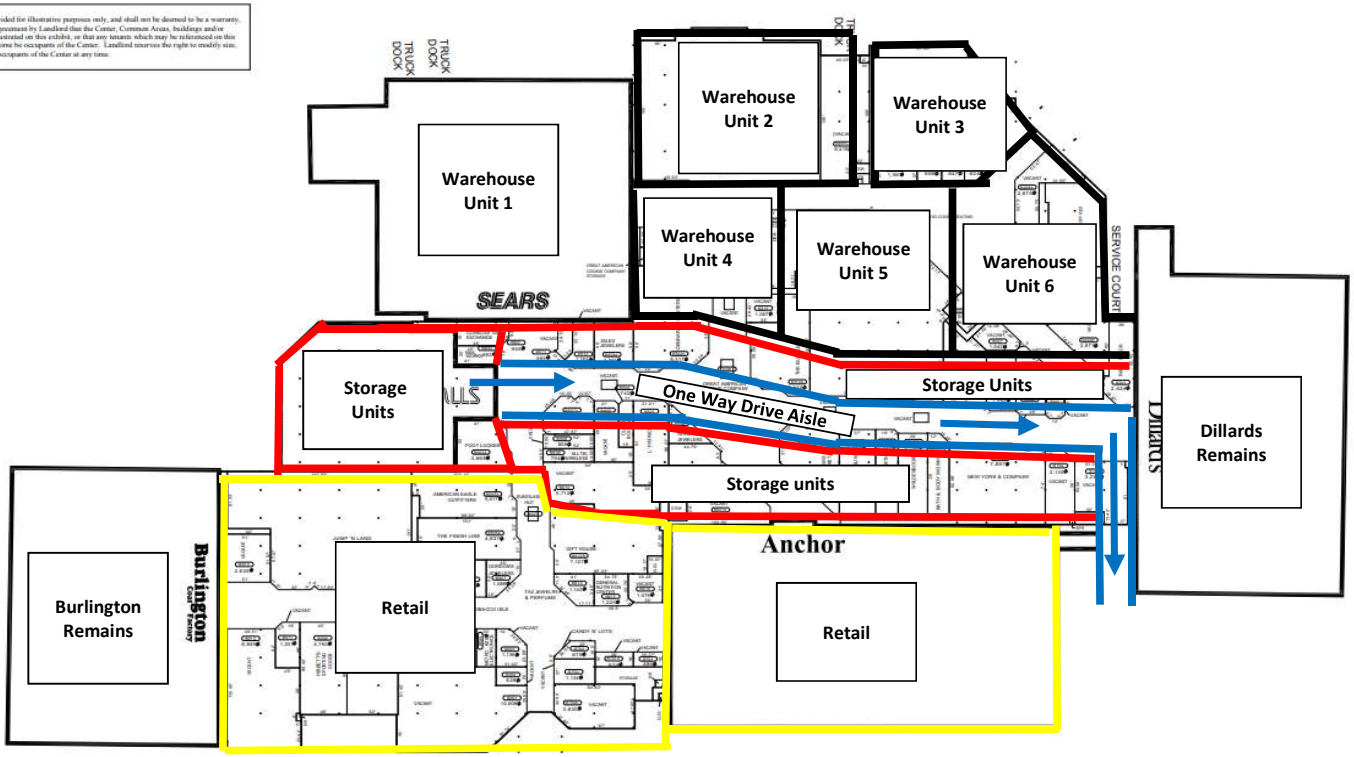
COPYRIGHT© 2002, OLD REPUBLIC SITE MANAGEMENT SERVICES. ALL RIGHT RESERVED.

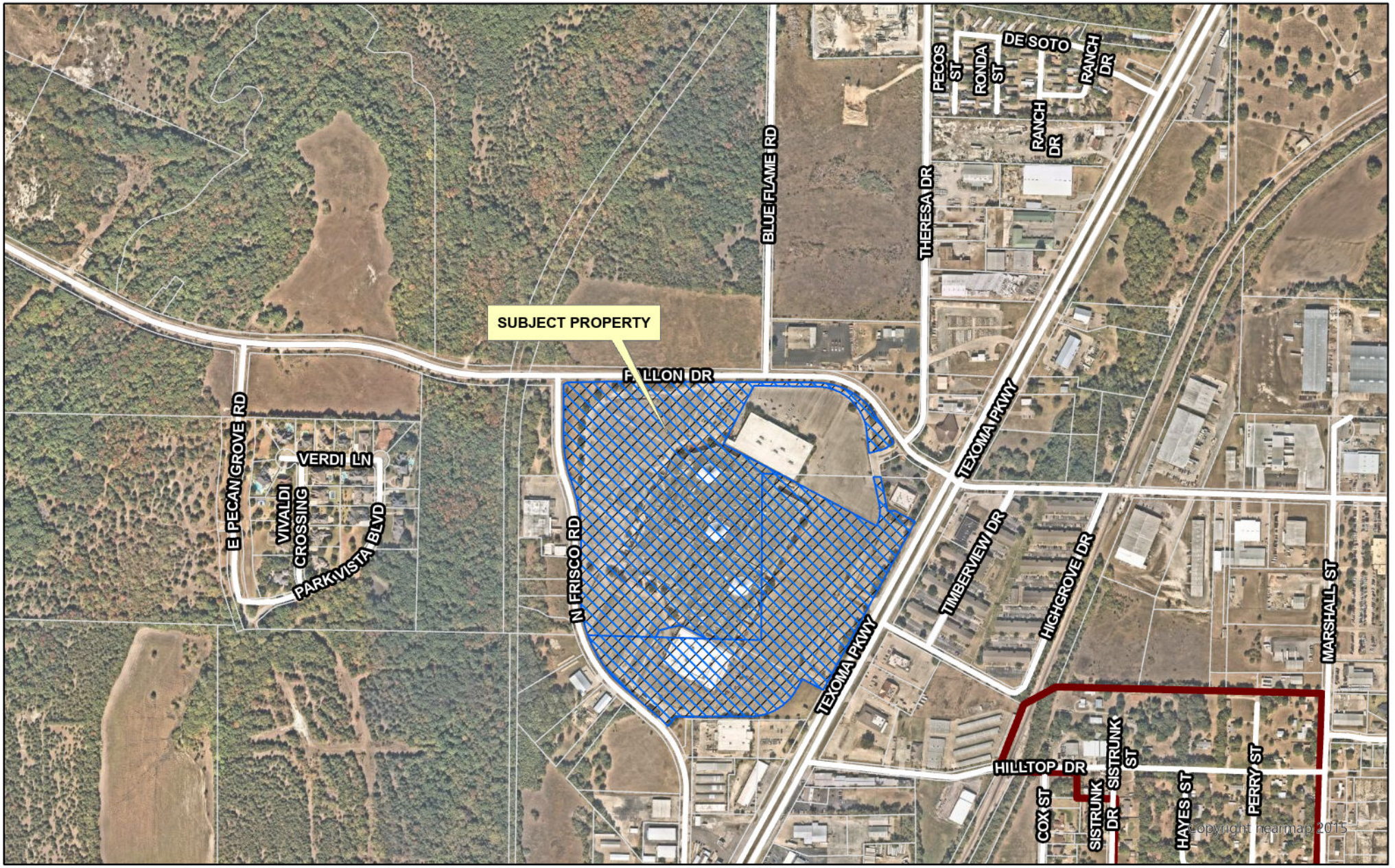
SHEET
3 OF 3

PROJECT NUMBER
0R090362

Sherman Site Plan

Legend
Indoor Self Storage
Drive Aisle
Retail
Warehouse Storage





dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4800 TEXOMA PKWY

N
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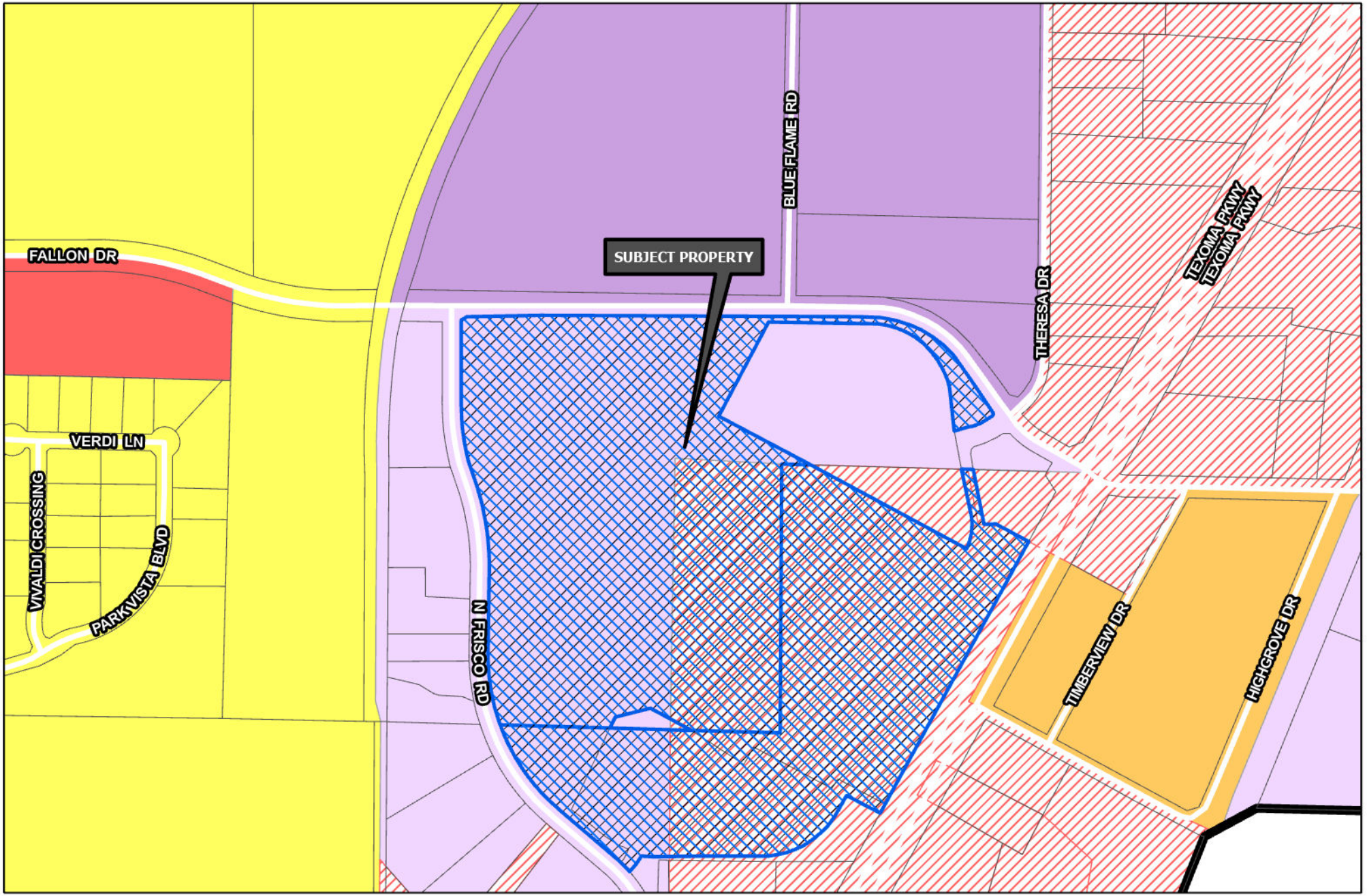
Date: 5/6/2023 9:55 AM



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
4800 TEXOMA PKWY

N
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S

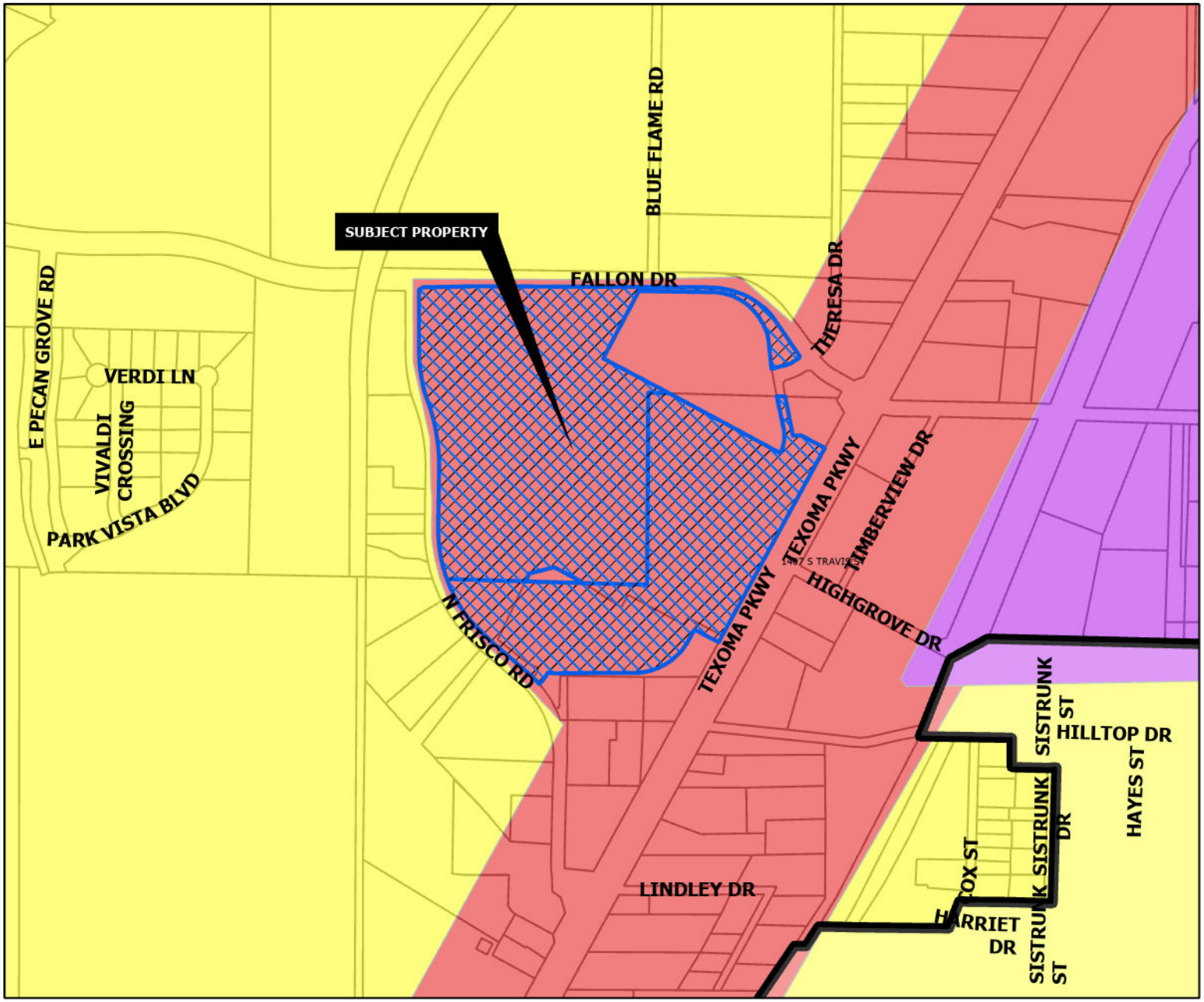
Date: 5/6/2023 10:43 AM

Marlow, Lauren

From: Planning
To: Juan torres
Subject: RE: Midway mall zoning singns

From: Juan torres **Sent:** Tuesday, May 2, 2023 10:42 AM
To: Planning
Subject: Midway mall zoning singns
Zoning signs

Sent from my iPhone



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

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
4800 TEXOMA PKWY

N
W E
S

Date: 5/6/2023 10:46 AM

STAR MIDWAY, LLC

MIDAYWAY MALL PROJECT NARRATIVE

Our self-storage company's vision is to purchase vacated/distressed properties and repurpose them as a modern, efficient and safe place for people and businesses to store their property. In addition to the self-storage at the mall we intend to reintroduce part of the mall as a thriving retail center and part of the mall as a warehouse center. Finally in the vacant outparcel labeled Tract 4 on the survey we intend to fill with a hotel.

Some of the improvements at the property that we intend on completing are as follows:

Façade: Façade upgrades (new signs and fresh paint) to make the building recognizable as a first-class facility as opposed to a building out of business.

Parking Areas: All potholes are filled and all deteriorating areas are fixed. If needed, we seal coat and stripe areas. Once the defects are corrected and the areas are brought up to a first-class condition, we will maintain said first-class condition year-round.

Exterior Lighting: We will upgrade the exterior lights to new code compliant LED lighting.

Landscaping: Upgrades to landscaping including but not limited to removing all current dead areas, providing new areas, if necessary, and maintaining the landscaping year-round to make sure our outside appearance is as good as our inside appearance.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 9, 2023

Star Midway, LLC
900 Linden Ave., Suite 100
Rochester, NY 14625

Old Republic
17330 Preston Road, Suite 150A
Dallas, TX 75252

Blue Sky Surveying and Mapping
David Petree
11015 Midway Road
Dallas, TX 75229

Dear Applicants,

The request of a Public Hearing and Zone Change, consisting of 43.9389 acres, Tract One, being 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall and Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall; a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District; and a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Warehousing in a C-2 (General Commercial) District.located at 4800 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 16, 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 (903.892.7267). *(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. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (a)(1)(C))*
6. 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.
7. 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 (SUP Mini-warehouse)

8. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
9. Drive Lane shall have two (2) points of ingress/egress or sufficient turn capabilities.

Engineering (SUP Warehouse)

10. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
11. Provided site plan is not sufficient for review purposes. Additional requirements may be made upon plan review.

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or 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.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
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: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

4800 TEXOMA PARKWAY

The request of Star Midway, LLC (Owner), David Petree, Blue Sky Surveying and Mapping (Surveyor) and Old Republic (Site Management Services) concerning the property located at 4800 Texoma Parkway, consisting of 43.9389 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change, consisting of 43.9389 acres, Tract One, being 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall and Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall
B. Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District.
C. Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Warehousing in a C-2 (General Commercial) District.

Background:

The property is located at 4800 Texoma Parkway between Fallon Drive and North Frisco Road and is zoned M-1 (Light Manufacturing) District and C-2 (General Commercial) District.

The owner is requesting a Zone Change for Tract One and Tract Two from a M-1 (Light Manufacturing) District and C-2 (General Commercial) District to C-2 (General Commercial) District. The owner is also requesting a Site Plan and Specific Use Permit to allow a Mini-warehouse and Warehousing in a C-2 (General Commercial) District.

The following has been approved for this location:

- September 9, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- September 8, 1987 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 13, 1969 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District in Lease Space B-7-4
- February 22, 2022 - Temporary Use Permit to allow a Mobile COVID Testing Site in a C-2 (General Commercial) District/M-1 (Light Manufacturing) District
- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in a M-1 (Light Manufacturing) District.
- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District

Adjacent Zoning:

M-1 (Light Manufacturing) District
C-2 (General Commercial) District
MF-30 (Multi-Family Residential) District

Origination:

Star Midway, LLC (Owner)
David Petree, Blue Sky Surveying and Mapping (Surveyor)
Old Republic (Site Management Services)

Master Plan Designation:

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

Number of notices mailed:

20

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Site Plan

Survey
Redevelopment Layout
Self Storage Floor Plan
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 07/17/2023

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6613, 6614, 6615, 6616, 6617, 6618, 6619, 6603 & 6604.

Issue:

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6613**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Automobile Sales, New or Used and Automobile Repair, Body Work, or Painting in the C-2 (General Commercial) District/75 & 82 Overlay District, Located at 2303 Texoma Parkway, Consisting of 0.770 acres, being in the Smith McGlothlin Survey, Abstract No. 808, and being a remainder of Lot 1 in Block 1 of Highland Park Addition, City of Sherman, Grayson County, Texas (LCA Properties, LLC, Owner; Todd Kofsky, Sherman Motors, Representative; and Underwood Drafting & 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

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6614**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Mini-Warehouse in a C-2 (General Commercial) District, Located at 5820 Texoma Parkway, consisting of 3.66 acres, being Block 1, Lot 1 in the Sherman Mini Warehouse Addition, City of Sherman, Grayson County, Texas (Rex Huddleston, Owner; Kent Hughlett, Representative; and Barron Stark Engineers, 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

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6615**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of of 8.68 acres, being in the A.C. Smith Survey, Abstract No. 1561, City of Sherman, Grayson County, Texas, Located in the 6501 Block North Highway 75, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the MF-30 (Multi Family Residential) District Zoning Classification, (Maruti Interests, Owners; and Sartin & Associates, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6616**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.131 acres in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, Located at 419 South Montgomery Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning and Placing the Tract in the R-5 (Single Family Residential) District Zoning Classification, (Jason Earnhart, Earnhartbuilt, LLC, Owners; 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

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6617**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, Consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition, City of Sherman, Grayson County, Texas, Located at 708 and 722 South Rusk Street, Heretofore Zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Rezoning and Placing the Tract in the C-N (Neighborhood Commercial) District Zoning Classification, (Luke Scheibmeir, Owners; 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

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6618**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Sections 14.02.001 (Zoning Districts Established), 14.02.002 (Zoning Equivalency Table), 14.03.008 (Arts And Cultural Overlay District), 14.03.009 (Central Business District Overlay District), 14.10.001 (Use Chart); Repealing The Arts And Cultural Overlay District; Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Central Business District Overlay District And Establishing New Subdistricts; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6619**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 43.9389 Acres, Tract One, Being 42.8134 Acres In The John Hendrix Survey, Abstract No. 503, The W.F. Patterson Survey, Abstract No. 969, The Daniel Shelp Survey, Abstract No. 1097 And The T.J. Shannon Survey, Abstract No. 1136, Lots 1 And 3, Block 1, Midway Mall And Tract Two, Consisting Of 6.9124 Acres In The John Hendrix Survey, Abstract No. 503 And The W.F. Patterson Survey, Abstract No. 969, Lots 5, 6 And 7, Block 1, Of The Replat Of Midway Mall, City Of Sherman, Grayson County, Texas, Located At 4800 Texoma Parkway, Heretofore Zoned M-1 (Light Manufacturing) District And C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Classification, (Star Midway, Llc, Owner; And Blue Sky Surveying And Mapping, Surveyor); Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 8. **ORDINANCE NO. 6603 (Tabled at the June 26, 2023 Called City Council Meeting)**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Mini-Warehouse in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, Consisting of 43.9389 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and Being a Portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, 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

D. 9. **ORDINANCE NO. 6604 (Tabled at the June 26, 2023 Called City Council Meeting)**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow Warehousing in a C-2 (General Commercial) District, Located at 4800 Texoma Parkway, consisting of 53.1534 acres in the John Hendrix Survey, Abstract No. 50, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136 and being a portion of Blocks 1, 2 and 4 and all of Block 5, of Midway Mall, City of

Sherman, Grayson County, Texas (Star Midway, LLC, Owner; and Blue Sky Surveying and Mapping, 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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7104

Authorizing Execution of the Amended and Restated Master Development Agreement Between the City of Sherman and Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the Planned Development Known as Hickory Hill, Being a Residential Development West of Carriage Estates Road in the City of Sherman, Texas

Issue:

Amended and Restated Master Development Agreement (MDA) for the construction of public facilities in the residential portion of the mixed-use planned development (PD) known as Hickory Hill, being a residential development west of Carriage Estates Road in the City of Sherman, Texas

Background:

In June 2022 (Ordinance No. 6492), the City Council approved rezoning the property generally located in the 3400-4000 Blocks of West Lamberth Road, as a Planned Development District. The ultimate Planned Development is expected to offer a future mix of commercial, retail, office, entertainment, and residential opportunities, complemented with areas set aside as parks, waterways, and open space amenities.

In August 2022 (Resolution No. 6940), the City Council approved a Master Development Agreement that lines out the responsibilities of the City and Sherman Hickory Hill, LLC in constructing infrastructure and other public improvements as part of the Hickory Hill development. Under this MDA, the City is responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road, Friendship Road - two lanes) and funding all of a water line along Lamberth Road and off-site sewer to the southern boundary of this development, while Sherman Hickory Hill, LLC will be responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road and Friendship Road - two lanes) and constructing all other needed public infrastructure within the development. The costs included in that original MDA were based on estimates of project costs at that time.

On June 26, 2023, Council approved this amended and restated agreement. Those changes related to how, and by whom, some of the water and sewer infrastructure is to be constructed and installed. Over the past two weeks the developer has bid out the road portion of this agreement and this updated amended includes the bid pricing on Lamberth Road and Friendship Road. This updated pricing does include a 10%

contingency. Both roads will be constructed by the developer with the City reimbursing its share as construction is completed. The approved amendment in June had not been executed by all parties as of last week, so it is proposed to revoke the previous version and only execute the approved amendment with the final Road pricing.

As part of this agreement, Hickory Hill is expected to create approximately 216 single-family homes, 1,200 multi-family units, and include trails and open space. In all, Hickory Hill's residential portion is conservatively projected to add $200 million to $250 million to the property tax base for the City when fully built-out. Two multi-family lots within the PD are currently in final design or under construction.

Origination:

City Manager Robby Hefton

Financial Consideration:

Over the 25-year project time horizon, total incremental property tax revenues to the City from this portion of the development are expected to be approximately $25 million.

The costs for the City-related on-site and off-site infrastructure is expected to total at least $7.7 million, funds of which have been budgeted in the FY2023 budget. The on-site costs for the applicable portions of Lamberth Rd and Friendship Rd are estimated to be about $4.9 million, with those costs being split about 50/50 with the developer. The remaining off-site costs of about $1.7 million will be the City's responsibility.

Staff Recommendation:

Staff recommends approval and acceptance of the Amended and Restated Master Development Agreement with Sherman Hickory Hill, LLC

Alternatives:

As directed by City Council

Attachments

Resolution No. 7104

Amended and Restated Hickory Hill Master Development Agreement - Hickory Hill

OVER ALL CIP PROJECTS

Location Map

RESOLUTION NO. 7104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN HICKORY HILL, LLC, FOR THE CONSTRUCTION OF PUBLIC FACILITIES OF THE PLANNED DEVELOPMENT KNOWN AS HICKORY HILL, BEING AN RESIDENTIAL DEVELOPMENT WEST OF CARRIAGE ESTATES ROAD IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an amended and restated Master Development Agreement with Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the planned development known as Hickory Hill, being a residential development west of Carriage Estates Road in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AMENDED AND RESTATED HICKORY HILL
MASTER DEVELOPMENT AGREEMENT

This Amended and Restated Hickory Hill Master Development Agreement (this "Agreement") is entered into by and between **Sherman Hickory Hill LLC**, a Texas limited liability company (the "Developer"), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the "City," and collectively with the Developer, the "Parties"), to be effective on the date on which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

WHEREAS, the parties entered into that certain Master Development Agreement dated August 18, 2022, which was filed for record on September 23, 2022, under Instrument No. 2022-31870 in the Grayson County Real Property Records ("Original Agreement"); and

WHEREAS, the parties desire to amend and restate the Original Agreement as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, after the Effective Date of the Original Agreement, Developer conveyed portions of the property described in Exhibit A to the Original Agreement, so that as of the Effective Date (hereinafter defined) of this Agreement, the Developer represents and warrants that it is the sole owner of the real property described by metes and bounds in **Exhibit A** (collectively, the "Property"); and

WHEREAS, the Property is located wholly within the limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the City Council zoned the Property as a Planned Development pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022 (the "PD"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan ("Concept Plan"), as shown on **Exhibit C** attached hereto and incorporated herein for all purposes, the City Regulations and other terms and conditions set forth in this Agreement; and

WHEREAS, the Developer is developing the Property as a single-family development in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, at Developer's sole cost and expense, which such development will include, without limitation, the Developer's design, construction, installation and development of all collector streets, residential streets, utilities, drainage, parks and trails improvements and all other infrastructure required to serve the Property (other than the City Infrastructure (hereinafter defined)), collectively, the "Developer Infrastructure"); and

WHEREAS, although Developer acknowledges and agrees that the Developer is solely responsible and liable for completing and paying the costs of the Developer Infrastructure and that the City has no such responsibility or liability, Developer has asked the City to complete portions

of the Developer Infrastructure, at the sole cost and expense of the Developer, consisting of the following: (i) approximately 3,280 linear feet of an extension of the City's proposed fifteen-inch (15") sewer line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Sewer Line Extensions"); (ii) approximately 3,500 linear feet of an extension of the City's proposed twelve-inch (12") water line along the portions of Lamberth Road and Friendship Road that are on or directly adjacent to the Property (the "On-Site Water Line Extensions"), as depicted in on **Exhibit D-1**, attached hereto and incorporated herein for all purposes; and

WHEREAS, City has agreed to design, construct, install and develop the On-Site Sewer Line Extensions and the On-Site Water Line Extensions provided that Developer pay the costs and expenses of the same in accordance with the terms of this Agreement and further provided that Developer complies with all of its other obligations under this Agreement; and

WHEREAS, in addition to completing or causing the completion of the Developer Infrastructure, the Developer desires to convey to the City, at no cost to the City, the Parkland Tract as described below; and

WHEREAS, provided that Developer complies with all of its obligations under this Agreement, the City will design, construct, install and develop, at its sole cost and expense except as otherwise stated in this Agreement, certain infrastructure and improvements on the Property in phases consistent with the Concept Plan, the City Regulations and the terms and conditions of this Agreement, which will include, without limitation, the following (collectively, the "City Infrastructure"): (i) certain off-site improvements that will be located outside of the Property, consisting of (a) approximately 3,650 linear feet of an extension of the City's existing twelve inch (12") sewer line (the "Sewer Line Extension"); (b) the extension and upsizing of the City's existing water line along Lamberth Road (the "Water Line Extension"); (c) the improvement of Lamberth Road from the western boundary of Carriage House Estates to the western limits of Hickory Hill boundary, consisting of approximately 3,100 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Lamberth Road Improvements"); and (d) the improvement of Friendship Road from the Lamberth Road intersection south along the length of the Hickory Hill Development, consisting of approximately 2,600 linear feet of a twenty-five-foot-wide concrete roadway and all necessary appurtenances thereto, a minimum five-foot-wide sidewalk along one side of the roadway, and necessary drainage improvements (collectively, the "Friendship Road Improvements"); and

WHEREAS, the improvements set forth on **Exhibit D**, attached hereto and incorporated herein for all purposes, consist of both the Developer Infrastructure and the City Infrastructure, and include on-site and off-site public improvements and infrastructure that are designated to serve the development of the Property and are considered public infrastructure (the "Public Infrastructure"); and

WHEREAS, upon Developer's completion and construction of any Public Infrastructure, Developer will dedicate such Public Infrastructure to the City for use and maintenance, subject to the City's final review and approval of the same as set forth in this Agreement; and

WHEREAS, Developer and City will design, construct and install the Developer Infrastructure and the City Infrastructure, respectively, in multiple phases of development as set forth in this Agreement; and

WHEREAS, this Agreement is intended to establish certain restrictions and requirements regarding the development of the Property, and to provide for the construction of the Developer Infrastructure and City Infrastructure, and the funding of the Public Infrastructure, which provide a special benefit to the Property; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases the City's tax base.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

City Council means the City Council of the City.

City Infrastructure means certain on-site improvements and off-site improvements that will be located away from the Property, including, but not limited to, the Sewer Line Extension, the Water Line Extension along Lamberth Road, the Lamberth Road Improvements and the Friendship Road Improvements.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future, which shall include, without limitation, the PD.

Concept Plan means the concept plan attached hereto as **Exhibit C**.

Developer Infrastructure means all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property.

Eminent Domain Fees means all reasonable and necessary legal proceeding/litigation costs, attorney’s fees and related expenses and appraiser and expert witness fees paid or incurred by the City in the exercise of its eminent domain powers.

End-Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Infrastructure and for which a final plat has been approved by the City and recorded in the real property records of Grayson County.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Oversized Facilities means the water and sanitary sewer lines, oversized to a size greater than is necessary to serve the Property, as determined by the City.

Owners' Association means each of the owners' associations that the Developer will create throughout the Property as set forth in this Agreement.

PD means the Planned Development zoned by the City pursuant to City Ordinance No. 6492, adopted by the City Council on June 6, 2022.

Public Infrastructure means the Developer Infrastructure and the City Infrastructure including on-site and off-site public improvements and infrastructure that is designated to serve the development of the Property and is more particularly described in **Exhibit D**.

Sewer Line Extension means the extension of the City's existing twelve-inch (12"), approximately 3,650 linear feet from the existing twelve-inch (12") sewer line to the southern boundary of the development and is more particularly described in **Exhibit D**.

Water Line Extension means the extension and upsizing of the City's existing water line along Lamberth Road and is more particularly described in **Exhibit D**.

ARTICLE III
CONSTRUCTION OF PUBLIC INFRASTRUCTURE

3.1 Construction of Developer Infrastructure. The Developer and the City will design, construct, install and develop the Public Infrastructure in the manner set forth herein.

(a) Developer Infrastructure. The Developer agrees to construct, at the Developer's sole cost and expense, the on-site water, sanitary sewer, streets and on-site storm drainage system, sized solely to serve the Property. The City will be obligated to bear and pay any and all costs, fees, and expenses, including, but not limited to, engineering and design costs, permitting costs, construction costs, bonds, or other fees/expenses for any change, required by the City, to increase the size of the sanitary sewer to a size greater than is necessary to serve the Property (the "Oversized Facilities"). The Developer shall provide the City with thirty (30) days' written notice of the Developer's intent to proceed with the design of the sanitary sewer. The City shall then have thirty (30) days to notify the

Developer whether the City requires the Oversized Facilities. If the City requires the Oversized Facilities, the Parties agree to enter into a mutually agreeable oversize participation agreement that confirms the funding or reimbursement of the Oversized Facilities, under which the City will agree to pay its pro-rata share of the Oversized Facilities pursuant to said agreement.

(b) Off-Site Sewer Line Extension. The City agrees to start the design of, obtain necessary rights-of-way and/or easements for, at the sole cost and expense of the City, the Off-Site Sewer Line Extension promptly after the Effective Date of the Original Agreement and allow the Developer to commence construction of the Off-Site Sewer Line Extension promptly after approval of the final design plans and after all such necessary rights-of-way and/or easements are acquired by the City, provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Sewer Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Sewer Line Extension. Construction of the Off-Site Sewer Line Extension shall commence when the Developer commences construction of Phase 1 of the development provided that the City has acquired all necessary rights-of-way and/or easements for the Off-Site Sewer Line Extension at that time.

(c) Water Line Extension. The City agrees to start the design of, obtain necessary easements , at the sole cost and expense of the City, the Water Line Extension along Lamberth Road promptly after the Effective Date of the Original Agreement and to allow the Developer to commence construction of the Water Line Extension promptly after approval of the final design plans , provided that the Developer is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated by the parties. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All easements within the Property that are needed for Water Line Extension shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Water Line Extension. Construction of the Water Line Extension shall commence when the Developer commences construction of Phase 1 of the development.

(d) Roads.

(i) Lamberth Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements not already obtained by the City and deemed necessary by the City for the Lamberth Road Improvements which run along the northern boundary of the Property, as shown on the Concept Plan. The City agrees to fund all of the cost to design the Lamberth Road improvements. The City agrees to fund part of the actual costs of construction of the Lamberth Road Improvements up to an amount equal to $1,851,753.18, provided that Developer funds the balance of such costs and is in full compliance with all of its obligations under this Agreement,

pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Lamberth Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Lamberth Road Improvements promptly after approval of the final design plans provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Lamberth Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Lamberth Road Improvements.

(ii) Friendship Road Improvements. The Developer shall be responsible for dedicating to the City one hundred percent (100%) of the fee simple right-of-way and other easements necessary for the Friendship Road Improvements which run along the center of the Property, as shown on the Concept Plan. The Developer will receive credit for the conveyance of such property interests in the amount of $183,487.50 (the "Conveyance Credit") against the Developer's share of the construction cost of the Friendship Road Improvements. The City agrees to fund all of the cost to design the Friendship Road improvements. The City agrees to fund part of the actual costs of construction of the Friendship Road Improvements up to an amount equal to $1,196,891.83, provided that Developer funds the balance of such costs less the amount of the Conveyance Credit and is in full compliance with all of its obligations under this Agreement and pursuant to a separate reimbursement agreement to be negotiated and approved by the parties. Attached in **Exhibit G** is the Estimated Costs to construct both the Lamberth Road Improvements and Friendship Road Improvements. The City agrees to start design of the Friendship Road Improvements promptly after the Effective Date of the Original Agreement and allow Developer to commence construction of the Friendship Road Improvements promptly after approval of the final design plans, provided that the Developer is in full compliance with all of its obligations under this Agreement. The City will contract engineering services with Spiars Engineering to help coordinate overall project schedules. All fee simple right-of-way and easements that are needed for the Friendship Road Improvements within the Property shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the Friendship Road Improvements.

(e) City Construction of Certain Developer Infrastructure.

(i) On-Site Sewer Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Sewer Line Extensions as described herein, the City agrees to design and construct the On-Site Sewer Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Sewer Line

Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Sewer Line Extensions.

(ii) On-Site Water Line Extensions. In exchange for Developer's payment to City of the construction costs of the On-Site Water Line Extensions as described herein, the City agrees to design and construct the On-Site Water Line Extensions promptly after the Effective Date of this Agreement, provided that the Developer is in full compliance with all of its obligations under this Agreement. All easements within the Property that are needed for the On-Site Water Line Extensions shall be dedicated and donated by Developer to the City prior to, and as a condition of, construction of the On-Site Water Line Extensions.

(iii) Timeline for Completion. Developer agrees that City shall in no way be liable for and hereby disclaims damages, if any, which may be sustained by Developer and/or the Property resulting, in whole or in part, directly or indirectly, from City's failure to commence or complete the construction of the On-Site Sewer Line Extensions or the On-Site Water Line Extensions by any certain date and/or as set forth in this Agreement.

(iv) Cost Estimate. Developer represents that the estimate of the construction costs of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions equals One Million One Hundred Thirty-Eight Thousand One Hundred Seven and 53/100 dollars ($1,138,107.53) (the "Estimated Costs"). The phrase "construction costs" as used herein shall mean the actual construction costs, surveying costs, landscape design, geotechnical materials testing and inspection fees associated with the project. The phrase "cost overruns" as used herein shall mean construction costs that may be incurred by City in the construction of the project in excess of the Estimated Costs.

(v) Developer's Payment of the Estimated Costs. Within twenty (20) days of its execution of this Agreement, Developer will pay to City funds equal to the Estimated Costs (the "Escrow Funds") to be held in escrow by City. The Escrow Funds will be available to City to pay for the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, and City shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. City shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Developer hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after City has issued a final acceptance certificate for the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, and paid all of the construction costs associated with the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, as solely determined by City ("Remaining Escrow Funds"), Developer shall be entitled to, as its sole property, the Remaining Escrow Funds. Developer shall, within thirty (30) days of

receiving written notice from City, tender to City the amount of any cost overruns associated with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions. Notwithstanding any statement to the contrary herein, City and Developer agree that City shall, under no circumstance, be responsible for any part or portion of the construction costs associated, directly or indirectly, with the On-Site Sewer Line Extensions or the On-Site Water Line Extensions.

(vi) Disclaimer/Waiver of Damages/Liability. Developer acknowledges and agrees that City is not providing any guarantee, representation or warranty, and City hereby disclaims any guarantee, representation or warranty, relating to any work performed by City, its contractors, agents, employees, representatives, subcontractors and/or designees, in connection with the construction of the On-Site Sewer Line Extensions and the On-Site Water Line Extensions, in whole or in part.

DEVELOPER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, HEIRS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, GRANTEES AND/OR TRUSTEES, HEREBY RELEASE CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT/THEY MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ON-SITE SEWER LINE EXTENSIONS OR THE ON-SITE WATER LINE EXTENSIONS, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT.

3.2 Construction of the Infrastructure and Ownership of the Public Infrastructure.

(a) Construction Plans. During each phase of the development of the Property, the Developer shall prepare, or cause to be prepared, plans and specifications for the Developer Infrastructure included in such phase and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) business days from its acknowledged receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its acknowledged receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Final plat(s) for the Property, each of which are required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Public Infrastructure to be located on such platted portion of the Property.

(b) Construction Standards and Inspection. The Public Infrastructure will be installed within the public rights-of-way or in easements granted to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations and all

other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Final Acceptance and Ownership. All of the Public Infrastructure shall be owned by the City upon final acceptance of the same by the City using procedures established by City Regulations.

(d) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to approval by the City and shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, employees, officers or agents for the accuracy and competency of its design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations.

3.3 Operation and Maintenance of Public Infrastructure.

(a) Upon inspection, approval and acceptance of part or all of the Public Infrastructure, the City shall maintain and operate the accepted infrastructure pursuant to the City Regulations.

(b) The Developer will construct and each respective Owners' Association shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements, appurtenances or Amenities not maintained and operated by the City.

3.4 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents or easements within sixty (60) days of commencing such efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Developer shall be responsible for funding all legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this subsection, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer

deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

ARTICLE IV
CONVEYANCE OF PARKLAND TRACT

4.1 Conveyance. As an additional condition to Developer receiving the benefits described in this Agreement, the Developer shall convey fee simple title, free and clear of any liens and encumbrances, and by Special Warranty Deed, in the form attached hereto as **Exhibit E**, in and to that certain tract of land consisting of 22.336± acres, more particularly described and depicted in **Exhibit F**, attached hereto and incorporated herein for all purposes ("Parkland Tract"). Developer shall perform all acts necessary to convey the Parkland Tract to the City no later than, and as a condition of, the City's approval of a final plat for any portion of the Property. Prior to conveyance of the Parkland Tract and as a condition of such final plat approval, the Developer shall provide to the City a Phase I Environmental Assessment study on the Parkland Tract. The City shall have no obligation to accept the conveyance of the Parkland Tract unless and until the Phase I Environmental Assessment study is complete, indicates no recommendations for cleanup and the certification of the assessment is provided to the City.

4.2 Conditions to Acceptance of Parkland Tract. As additional conditions of the City's acceptance of the Parkland Tract and approval of a final plat for the Property: (a) the Parkland Tract must be conveyed in accordance with this Agreement and at no cost or expense to the City; (b) the Developer shall, at its sole cost and expense, obtain and file releases of any liens and encumbrances affecting any portion of the Parkland Tract, as directed by the City, so that the Parkland Tract may be conveyed free and clear of all liens and encumbrances; (c) the Developer shall, at its sole cost and expense, provide to the City any existing surveys of the Parkland Tract within seven (7) days of the Effective Date of the Original Agreement; (d) the Developer shall pay all costs associated with conveying the Parkland Tract, including the costs of: (i) title commitments from a title company selected by the City along with copies of all exception documents; (ii) an owner's title policy for the Parkland Tract in a form acceptable to the City; (iii) taxes prorated to date of closing; (iv) recording fees; (v) charges or fees collected by the title company; and (vi) fees for any other service in connection with the conveyance of the Parkland Tract to the City; (e) the Developer shall, at its sole cost and expense construct park improvements to include an 8-ft minimum trail connecting Friendship Rd to existing pond with sitting areas (natural and benches) and one shade structure, the trail is to be made of reinforced concrete, decomposed granite, or other suitable material approved through the Site Plan process per Development Plan. The parties agree that the issuance of an owner's title policy for the Parkland Tract shall be a condition precedent to the City's obligations under this Agreement. For purposes of issuance of the title policy described in this Agreement only, the parties agree that the total value of the Parkland Tract is Four Hundred Twenty Thousand and 00/100 dollars ($420,000).

ARTICLE V
FORMATION OF OWNERS' ASSOCIATION

The Developer will create an Owners' Association within the Property, which shall be required to levy and collect from each End-Buyer annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls and all other improvements for which the Owners' Association is responsible for maintaining within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, shall be maintained solely by the Owners' Association. Maintenance of public rights-of-way by the Owners' Association shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate with each other to execute documents necessary to give the Owners' Association permission to maintain and operate facilities on City-owned property as necessary.

ARTICLE VI
INSPECTION AND PERMITTING

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all Developer Infrastructure, structures, and any infrastructure improvements necessary to support the proposed development within the Property, including, without limitation, water, sanitary sewer, drainage, streets, park facilities, electrical and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Developer Infrastructure in accordance with approved engineering plans, construction plans and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement or law if the City withholds building permits, certificates of occupancy or City utility services as to a phase or portion of the development unless and until the Developer has fully met its obligations to provide for the required Developer Infrastructure necessary to serve such phase according to the approved engineering plans and City Regulations, and until such Developer Infrastructure has been dedicated to and accepted by the City.

If the City finds that such Developer Infrastructure has been completed in accordance with the final plans and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the Developer Infrastructure, whereupon ownership of such Developer Infrastructure shall be transferred to the City and shall be operated and maintained by the City at its sole expense after the expiration of the required two (2) year maintenance bond. The requirement for acceptance does not apply to landscaping improvements and other Amenities that will be maintained by the Owners' Association.

ARTICLE VII
DEVELOPMENT

7.1 Full Compliance with City Standards. In the construction, renovation, maintenance and alteration of any existing or future building on the Property, the Developer shall not use or

install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the City Regulations, including without limitation, the PD, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement under Chapter 3000 of the Texas Government Code, and the City Regulations in the construction, renovation, maintenance and alteration of any existing or future building on the Property. The City Council hereby designates the Property for its architectural significance and importance.

7.2 Replat. The Parties acknowledge that the Property will be developed in phases. The Developer may submit a replat for all or any portion of the Property throughout the development of the Property. Any replat shall be in conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

ARTICLE VIII
DEVELOPMENT PROCESS AND CHARGES

8.1 Development, Review and Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, fees relating to platting, zoning requests and any other charges and fees not expressly exempted or altered by the terms of this Agreement. This Agreement does not waive any of the City's right to: (i) assess or collect roadway, water, and wastewater Impact Fees in compliance with Chapter 395 of the Texas Local Government Code; or (ii) assess or collect inspection fees and charges relating to the development of the Property. The Developer shall continue to be responsible for the foregoing, and nothing contained in this Agreement shall be construed to eliminate or reduce any such obligations that the Developer might incur in connection with developing the Property.

8.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulations in effect at the time the Developer seeks approval of the plans associated with any component of the Public Infrastructure. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City as specified in this Agreement. Each shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

8.3 **INDEMNIFICATION AND HOLD HARMLESS**.

(a) THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN

WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE 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 THE DEVELOPER AND THE DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, 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, 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. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING THE DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO

RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IX
EVENTS OF DEFAULT; REMEDIES

9.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement.

9.2 Remedies. If a Party remains in default after the applicable cure period as provided in Section 9.1 of this Agreement, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, terminate this Agreement and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

ARTICLE X
ASSIGNMENT AND ENCUMBRANCE

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties. The Developer has the right (from time to time upon written consent of the City Council) to assign this Agreement, in whole or in part, to any person or entity (an "Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party" under this Agreement for the purposes of the obligations, rights, title, and interest assigned to the Assignee. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

10.2 Encumbrance. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any

lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

10.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End-Buyer of a Fully Developed and Improved Lot within the Property, any person or entity upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. Subject to the limitations expressed below, this Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End-Buyer of a Fully Developed and Improved Lot; provided, however, that no such conveyance of a Fully Developed and Improved Lot shall release Developer from its obligations hereunder, and each End-Buyer shall remain responsible for payment of Assessments associated with ownership of each End-Buyer's respective Fully Developed and Improved Lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

10.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XI
RECORDATION

11.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Grayson County. This Agreement binds and constitutes a covenant running with the Property. On the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

12.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

With a copy to:	Attn: Ryan D. Pittman Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069
To the Developer:	Attn: Taylor Blanchard Sherman Hickory Hill LLC 4100 Spring Valley Rd Dallas, TX 75244

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

12.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

12.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.5 Authority and Enforceability. The City represents and warrants that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding on such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

12.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

12.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

12.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Grayson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Grayson County District Court.

12.9 Non-Waiver. Any failure by a Party to insist on strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist on strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

12.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Reserved
Exhibit C	Concept Plan
Exhibit D	Public Infrastructure
Exhibit D-1	On-Site Sewer Line Extensions and On-Site Water Line Extensions
Exhibit E	Agreed Form of Deed
Exhibit F	Metes and Bounds of the Parkland Tract
Exhibit G	Road Improvement Opinion of Probable Cost

12.13 Governmental Powers; Waivers of Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the 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.

12.14 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

12.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the Parties expressly amending the terms of this Agreement.

12.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

ARTICLE XIII
ACKNOWLEDGEMENTS AND WAIVERS

13.1 Waiver and Release of Claims for Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;
(D) NUISANCE; OR
(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES THE CITY FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED

BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON THE CITY'S INFRASTRUCTURE. DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) THE DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) THE DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13.2 Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. The Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to the City "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a

"permit" as defined in Chapter 245 of the Texas Local Government Code. **THE DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

13.3 Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that The City shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Article III of this Agreement. Neither the City nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. The City and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

13.4 Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.**

13.5 Original Agreement. This Agreement amends and restates the Original Agreement. On the execution of this Agreement by all parties, the provisions of the Original Agreement shall be void and of no further force or effect, and this Agreement shall supersede the same.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

CITY OF SHERMAN

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, City Attorney

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2023, by Robby Hefton, City Manager of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER

Sherman Hickory Hill, LLC

By: _____
Name: Taylor Blanchard
Its: Manager
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Taylor Blanchard, Manager of Sherman Hickory Hill LLC, a Limited Liability Company, on behalf of said Company.

_____
Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

TRACT 1 Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, and being a part of the 145.33 acre tract of land conveyed to Hickery Hill, LLC by deed of record in Volume 5691, Page 715, Official Public Records, Grayson County, Texas, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod northwest corner of said 145.33 acre tract and the northwest corner of that 4.770 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-805 of said Official Public Records;

Thence North 88°42'38" East, a distance of 2,159.61 feet to a found P/K nail;
Thence South 14°32'44" West, a distance of 47.97 feet to asset ½" steel rod;
Thence with a non-tangent curve to the left having a radius of 1,157.00 feet, (chord bears South 82°02'56" West, 109.16 feet) an arc length of 109.20 feet to a point;
Thence South 79°20'42" West, a distance of 83.10 feet to a point;

Thence over and across said 145.33 are tract the following calls and distances:
South 31°19'12" East, a distance of 81.86 feet to a set 1/2" steel rod,
South 24°15'41" East, a distance of 55.73 feet to a set 1/2" steel rod;
South 14°29'58" West, a distance of 108.49 feet to a set 1/2" steel rod;
South 21°57'24" West, a distance of 99.13 feet to a set 1/2" steel rod;
South 27°47'58" West, a distance of 92.86 feet to a set 1/2" steel rod;
South 15°47'53" West, a distance of 495.55 feet to a set 1/2" steel rod;
South 02°17'13" West, a distance of 439.12 feet to a set 1/2" steel rod;
South 15°05'02" West, a distance of 68.77 feet to a set 1/2" steel rod;
South 21°56'21" East, a distance of 38.15 feet to a set 1/2" steel rod;
South 06°14'14" East, a distance of 328.16 feet to a set 1/2" steel rod;
South 11°05'36" East, a distance of 186.52 feet to a set 1/2" steel rod;
South 21°52'05" West, a distance of 434.71 feet to a set 1/2" steel rod;
Thence North 89°15'26" West, a distance of 1,172.87 feet to a set 1/2" steel rod in a southerly line of said 145.33 acre tract;
Thence with said southerly and westerly line of said 145.33 acre tract the following calls and distance:
North 01°57'10" East, a distance of 170.86 feet to a set 1/2" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set 1/2" steel rod
North 86°14'50" West, a distance of 5.10 feet to a set 1/2" steel rod,
South 04°43'53" West, a distance of 363.36 feet to a set 1/2" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set 1/2" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set 1/2" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set 1/2" steel rod
South 10°06'10" West, a distance of 105.80 feet to a set 1/2" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set 1/2" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set 1/2" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set 1/2" steel rod

South 02°33'10" West, a distance of 74.50 feet to a set 1/2" steel rod
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance of 47.20 feet to a point;
North 44°14'50" West, a distance of 91.30 feet to a point;
North 20°21'50" West, a distance of 138.90 feet to a point;
North 75°01'50" West, a distance of 40.70 feet to a point;
South 40°13'10" West, a distance of 107.80 feet to a point;
South 01°56'50" East, a distance of 133.10 feet to a point;
South 66°58'10" West, a distance of 172.80 feet to a point;
South 72°40'10" West, a distance of 67.30 feet to a point;
North 69°54'27" West, a distance of 133.70 feet to a point;
North 15°23'50" West, a distance of 71.20 feet to a point;
North 13°20'10" East, a distance of 72.70 feet to a point;
North 41°35'10" East, a distance of 65.10 feet to a point;
North 09°46'50" West, a distance of 99.10 feet to a point;
North 74°22'50" West, a distance of 56.20 feet to a point;
North 80°37'50" West, a distance of 108.70 feet to a point;
North 38°56'50" West, a distance of 210.50 feet to a point;
North 19°18'10" East, a distance of 64.70 feet to a point;
North 32°18'10" East, a distance of 68.30 feet to a point;
North 00°42'50" West, a distance of 69.85 feet to a point;
Thence North 88°02'15" East, a distance of 565.40 feet a set 1/2" steel rod;
Thence North 02°30'36" West, a distance of 1,657.98 feet to a metal fence corner post;
Thence North 01°40'30" West, a distance of 1,185.25 feet to the Point of Beginning and containing 112.434 acres of land.

TRACT 2 Legal Description

Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being that 38.00 acre tract of land conveyed to Lamberth Hickery Hill, LLC as recorded in Document No. 2018-22906 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found P/K nail at intersection of Lamberth Road and Meadow Lake Drive being the northeast corner of said 38.00 are tract;
Thence South 00°36'07" East, a distance of 557.39 feet to a found ½" steel rod;
Thence South 01°40'30" East, a distance of 1,185.25 feet to a Metal Pipe Post being the northwest corner of a 390 acre tract of land conveyed to Grayson County 1078 LTD, recorded in Volume 5141, Page 173, of said Official Public Records;
Thence South 88°40'43" West with the south line of said 38.000 acre tract, a distance of 955.28 feet to a set ½" steel rod;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 1,736.08 feet to a set P/K nail, the northwest corner of said 38.000 acre tract
Thence North 88°11'37" East, a distance of 498.65 feet to a found P/K nail;
Thence North 88°23'33" East, a distance of 456.14 feet to the Point of Beginning and containing 38.000 acres of land.

SAVE AND EXCEPT THE FOLLOWING TWO TRACTS:

Multifamily Legal Description

BEING a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, being a part of a called 38.00 acre tract of land described in Warranty Deed to Lamberth Hickery Hill, LLC, recorded in Document No. 2018-22906, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a metal pipe post found at the southeast corner of said 38.00 acre tract of land and the northeast corner of a called 1,078.81 acre tract of land described in a Special Warranty Deed to Grayson County 1078, LTD., recorded in Volume 5141, Page 173, O.P.R.C.G.T.;

THENCE South 88 degrees 41 minutes 45 seconds, a distance of 955.28 feet along the south line of said 38.00 acre tract of land and the north line of said 1,078.81 acre tract of land to a one-half inch iron rod with a yellow plastic cap stamped "RPLS 4709", said iron being the southwest corner of said 38.00 acre tract of land and the southeast corner of a called 51.418 acre tract of land described in a Partition Warranty Deed to JBH Partners, LTD., recorded in Document No. 2018-23057, O.P.R.G.C.T.,

THENCE North 01 degrees 18 minutes 15 seconds, a distance of 902.07 feet along the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land to a capped iron rod found for corner, said capped iron rod being at the intersection of the south line of said 4.340 acre tract of land, the west line of said 38.00 acre tract of land and the east line of said 51.418 acre tract of land, from which a MAG nail with a shiner found at the northwest corner of said 38.00 acre tract of land and northeast of said 51.418 acre tract of land bears North 01 degrees 18 minutes 15 seconds, passing at a distance of 88.15 feet a capped iron rod found for corner and continuing a total distance of 834.01 feet;

THENCE over and across said 38.00 acre tract of land and along the south line of said 4.340 acre tract of land, the following courses and distances;

> In a northeasterly direction, a distance of 126.49 feet, having a central angle of 04 degrees 51 minutes 15 seconds, a radius of 1,493.00 feet, a tangent length of 63.28 feet and whose chord bears North 73 degrees 57 minutes 50 seconds East a distance of 126.45 feet to a capped iron rod for corner;
>
> North 71 degrees 32 minutes 12 seconds East, a distance of 293.59 feet to a capped iron rod found for corner, said capped iron rod being at the beginning of a tangent curve to the right;
>
> In a northeasterly direction, a distance of 177.09 feet, having a central angle of 07 degrees 12 minutes 41 seconds, a radius of 1,407.00 feet, a tangent length of 88.66 feet and whose chord bears North 75 degrees 08 minutes 33 seconds East a distance of 176.97 feet to a point for corner;

THENCE over and across said 38.00 acre tract of land, , the following courses and distances;

South 00 degrees 26 minutes 25 seconds East, a distance of 206.96 feet to a point for corner;

North 89 degrees 32 minutes 52 seconds East, a distance of 311.58 feet to a point for corner;

South 00 degrees 27 minutes 08 seconds East, a distance of 216.22 feet to a point for corner, said point being at the beginning of a tangent curve to the left;

In a southeasterly direction, a distance of 434.08 feet, having a central angle of 21 degrees 25 minutes 19 seconds, a radius of 1,161.00 feet, a tangent length of 219.60 feet and whose chord bears South 11 degrees 09 minutes 48 seconds East a distance of 431.55 feet to a point for corner;

South 01 degrees 39 minutes 52 seconds East, a distance of 209.38 feet to the **POINT OF BEGINNING** and containing 851,798 square feet or 19.555 acres of land.

LEGAL DESCRIPTION

BEING 24.680 ACRES OF LAND, situated in the William Thompson Survey, Abstract No. 1209 in Grayson County, Texas, being part of a called 145.33 acre tract of land described in deed to Hickery Hill, LLC. As recorded in Volume 5691, Page 715 Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described as follows:

Commencing at 5/8 inch iron rod found for the northwest corner of said 145.33 acre tract, also being the northwest corner of a 4.770 acre Right-of-Way (ROW) dedication for Lamberth Rd as described in deed to the City of Sherman as recoded in Document No. 2022-805 of the O.P.R.G.C.T., also being the called northwest corner of said William Thompson Survey and the called southwest corner of the James H. Vaden Survey Abstract No. 1288; Thence with the west line of said 145.33 acre tract, the west line of said 4.770 acre Lamberth ROW dedication, the called west line of said William Thompson Survey, also being the called east line of the Ralston W. Adams Survey Abstract No. 18, South 01° 40’ 30” East, a distance of 102.00 feet to the southwest corner of said 4.770 acre Lamberth ROW dedication; Thence with the south line of said 4.770 acre Lamberth ROW dedication North 88° 42’ 38” East, a distance of 44.35 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“ (North 7,290,495.30, East 2,527,508.57) for the Point of Beginning of herein described tract;

Thence continuing with south line of said 4.770 acre Lamberth ROW dedication North 88° 42’ 38” East, a distance of 771.00 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence over and across said 145.33 acre tract, South 00° 38’ 23” East, a distance of 418.92 feet to 1/2 inch iron rod with Cap set stamped “TTL Inc Property Corner”;

Thence continuing over and across said 145.33 acre tract, South 39° 53’ 33” East a distance of 586.31 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, South 50° 06’ 27” West a distance of 886.72 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, North 39° 27’ 44” West a distance of 381.71 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“ for the Point of Curvature of a circular curve to the right having a radius of 1075.00 feet a central angle of 39° 00’ 36” and a chord that bears North 19° 57’ 26” West a distance of 717.86 feet;

Thence continuing over and across said 145.33 acre tract and the arc of the previous mentioned curve a distance of 731.91 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, North 00° 27’ 08” West a distance of 430.21 feet to a 1/2 inch iron rod set with Cap stamped “TTL Inc Property Corner“;

Thence continuing over and across said 145.33 acre tract, North 44° 07’ 45” East a distance of 28.49 feet to the Point of Beginning, containing 24.68 acres of land.

EXHIBIT B
Reserved

EXHIBIT C
Concept Plan

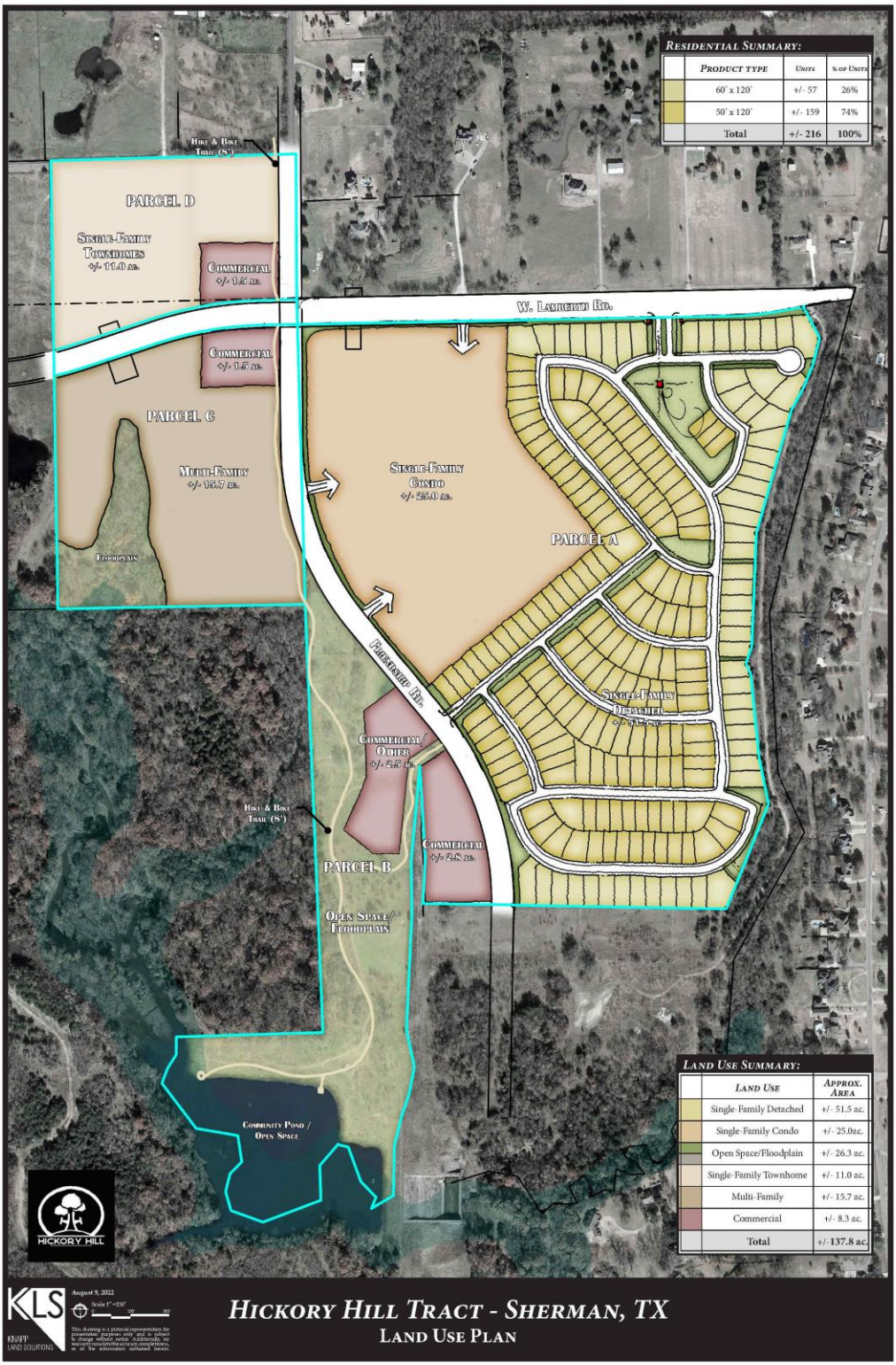


EXHIBIT D
Public Infrastructure

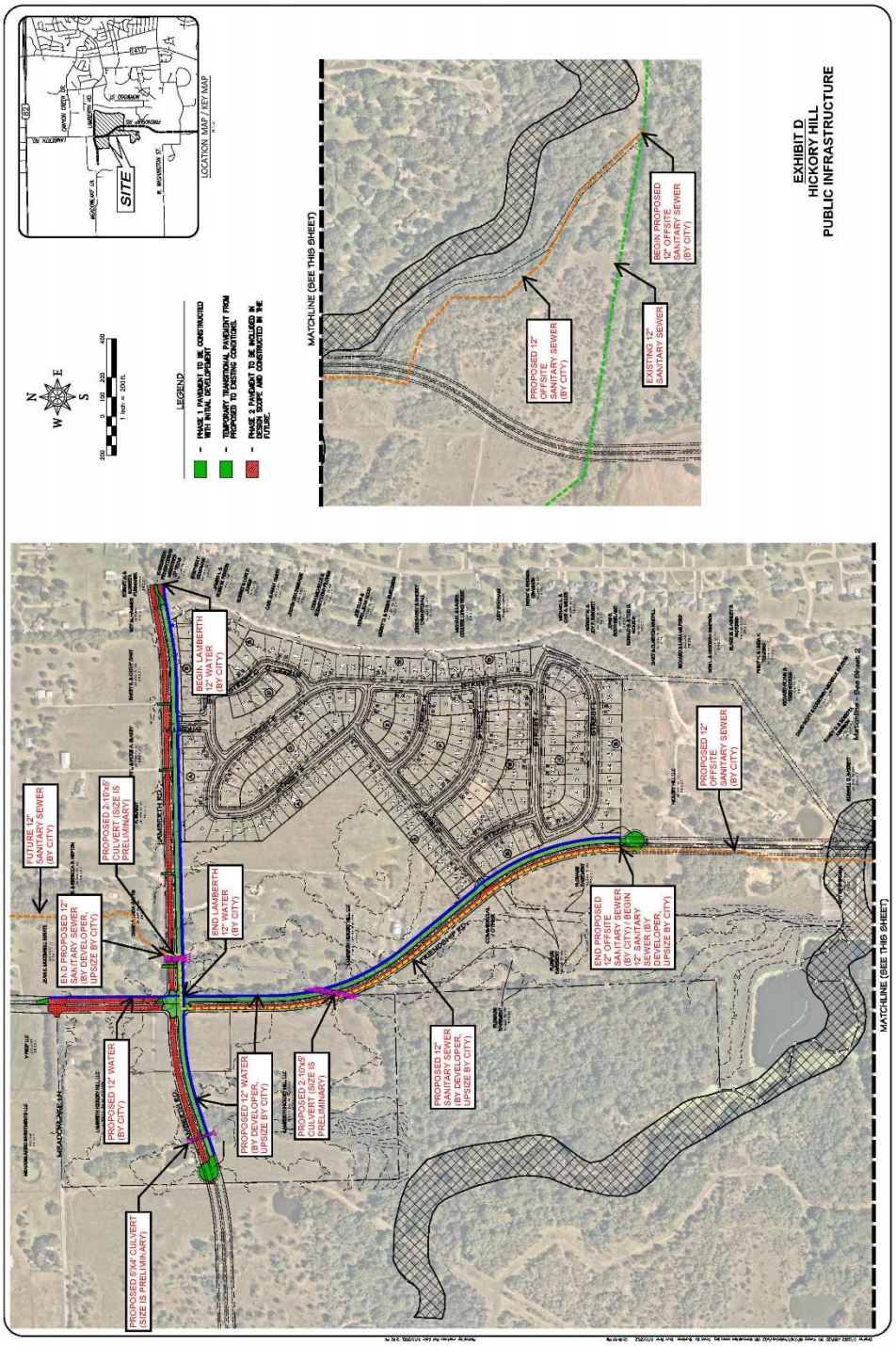


EXHIBIT D-1
On-Site Sewer Line Extensions and On-Site Water Line Extensions

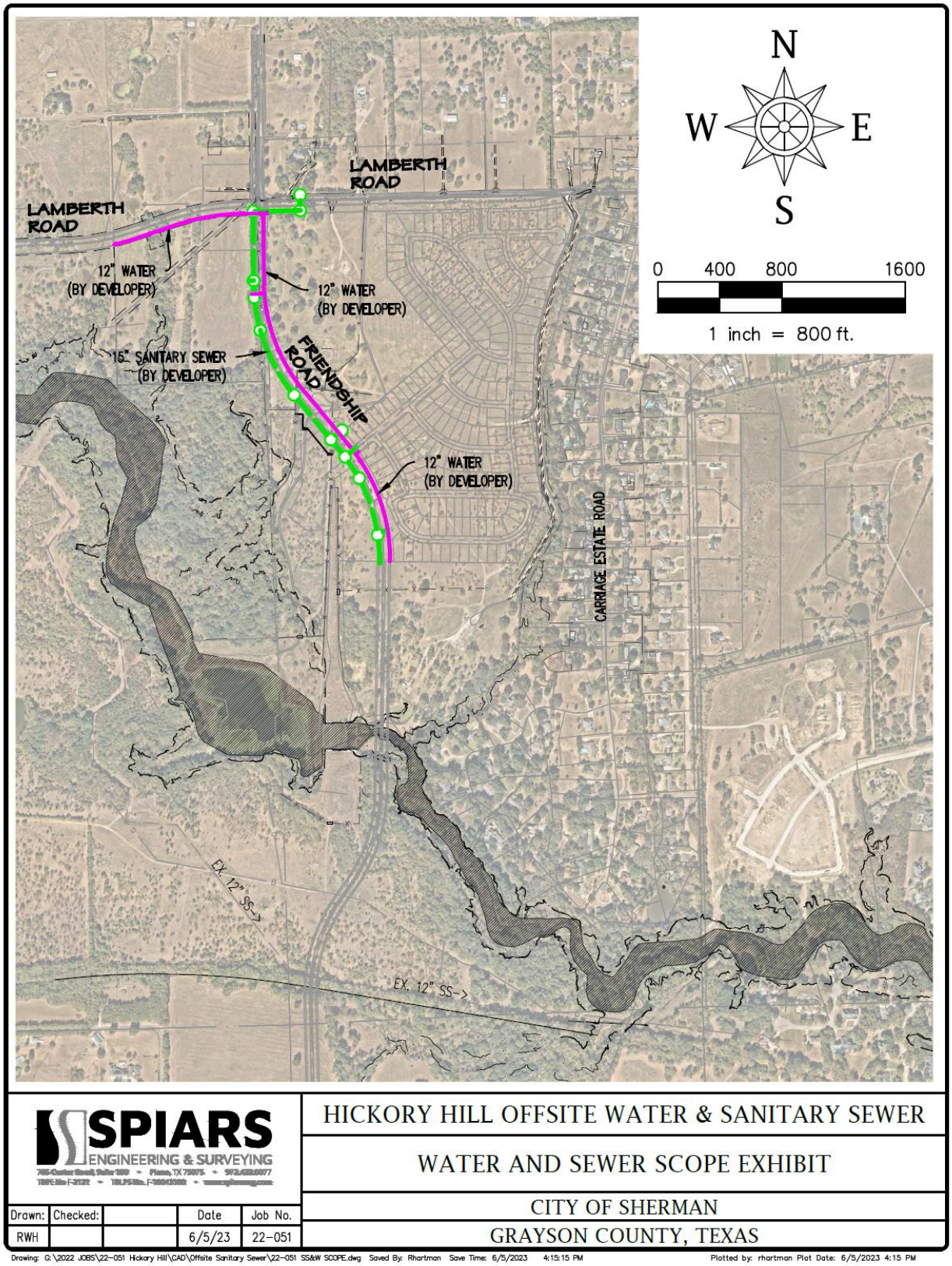


EXHIBIT E
Agreed Form of Deed

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

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

SPECIAL WARRANTY DEED

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

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 20____

Grantor: _____

Grantor's Mailing Address: _____
_____

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

___ ± acres of land, situated in the _____ Survey, Abstract No. _____, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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

[*Signature pages follow*.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

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 acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorney

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,
a _____

By: _____
_____, _____

STATE OF _____ §
§
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 acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

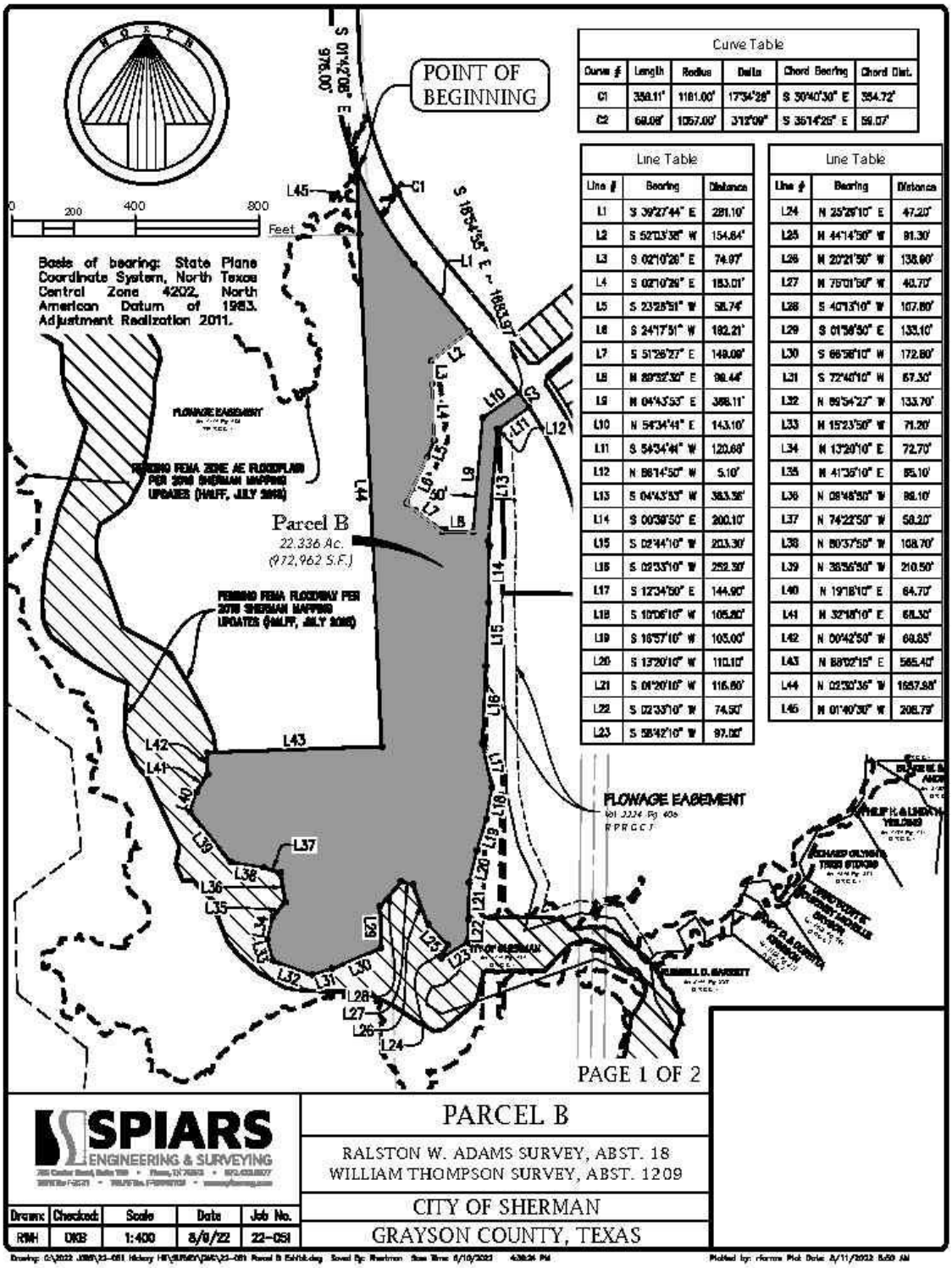
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of _____
My Commission Expires:_____

Exhibit 1
Legal Description of the Property

Exhibit 2
Permitted Exceptions

EXHIBIT F
Legal Description of Parkland Tract



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
C1	358.11'	1181.00'	17°34'28"	S 30°40'30" E	354.72'
C2	68.08'	1057.00'	3°42'09"	S 35°14'25" E	68.07'

Line Table		
Line #	Bearing	Distance
L1	S 39°27'44" E	281.10'
L2	S 52°03'35" W	154.64'
L3	S 02°10'29" E	74.97'
L4	S 02°10'29" E	183.01'
L5	S 23°25'51" W	58.74'
L6	S 24°17'51" W	182.21'
L7	S 51°26'27" E	148.09'
L8	N 89°52'30" E	98.44'
L9	N 04°43'53" E	388.11'
L10	N 54°34'44" E	143.10'
L11	S 54°34'44" W	120.68'
L12	N 86°14'50" W	5.10'
L13	S 04°43'53" W	383.56'
L14	S 00°39'50" E	200.10'
L15	S 02°44'10" W	203.30'
L16	S 02°33'10" W	252.30'
L17	S 12°34'50" E	144.90'
L18	S 10°06'10" W	105.80'
L19	S 16°57'10" W	105.00'
L20	S 13°20'10" W	110.10'
L21	S 01°20'10" W	116.60'
L22	S 02°33'10" W	74.50'
L23	S 58°42'10" W	97.00'

Line Table		
Line #	Bearing	Distance
L24	N 25°26'10" E	47.20'
L25	N 44°14'50" W	91.30'
L26	N 20°21'50" W	135.60'
L27	N 75°01'50" W	40.70'
L28	S 40°13'10" W	107.60'
L29	S 01°36'50" E	133.10'
L30	S 66°56'10" W	172.80'
L31	S 72°40'10" W	67.30'
L32	N 89°54'27" W	133.70'
L33	N 15°23'50" W	71.20'
L34	N 13°20'10" E	72.70'
L35	N 41°35'10" E	85.10'
L36	N 08°48'50" W	86.10'
L37	N 74°22'50" W	58.20'
L38	N 80°37'50" W	108.70'
L39	N 38°56'50" W	210.50'
L40	N 19°18'10" E	64.70'
L41	N 32°18'10" E	68.30'
L42	N 00°42'50" W	69.85'
L43	N 88°02'15" E	585.40'
L44	N 02°32'36" W	1657.98'
L45	N 01°40'30" W	208.79'

Drawn:	Checked:	Scale	Date	Job No.
RMH	DKB	1:400	8/8/22	22-051

EXHIBIT G
Opinion of Probable Cost for Roadway Improvements

BID TABULATION
HICKORY HILL DEVELOPMENT
LAMBERTH RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.00	LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)				
6.01	Construction Staking	1	LS	$56,708.00	$56,708.00
6.02	Remove Exist Base and HMAC Paving	3,840	SY	$12.00	$46,080.00
6.03	Remove Exist Flexbase Driveway	2	EA	$1,725.00	$3,450.00
6.04	Construct Flexbase Driveway Extension	276	SY	$18.00	$4,968.00
6.05	Silt Fence	6,500	LF	$1.90	$12,350.00
6.06	Curlex behind BOC	5,621	LF	$1.30	$7,307.30
6.07	Inlet Protection	12	EA	$275.00	$3,300.00
6.08	Remove Type III Barricade	1	EA	$500.00	$500.00
6.09	Rock Check Dam	175	LF	$45.00	$7,875.00
6.10	Stone Overflow Structure	10	EA	$400.00	$4,000.00
6.11	Construction Entrance	2	EA	$2,900.00	$5,800.00
6.12	Clearing and Grubbing	6.7	AC	$1,500.00	$10,050.00
6.13	Unclassified Excavation	21,579	CY	$2.90	$62,579.10
6.14	Encasement and Venting of Existing Gasline	1	EA	$87,500.00	$87,500.00
6.15	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	10,383	SY	$70.50	$732,001.50
6.16	6" Lime Stabilized Subgrade (1' outside BOC)	11,059	SY	$3.15	$34,835.85
6.17	11.5% Hydrated Lime (30#/SY)	166	TONS	$318.00	$52,788.00
6.18	Temporary Transition/Turnaround	1,638	SY	$87.10	$142,669.80
6.19	6" Concrete Driveway	552	SY	$90.96	$50,204.40
6.20	Directional Barrier Free Ramps	2	EA	$2,850.00	$5,700.00
6.21	Bi-Directional Barrier Free Ramps	4	EA	$2,850.00	$11,400.00
6.22	Construct Street Header	266	LF	$15.00	$3,990.00
6.23	Instal Type III Barricade	302	LF	$89.00	$26,878.00
6.24	5' Sidewalk (4" thk)	13,450	SF	$7.70	$103,565.00
6.25	METAL BEAM GUARD FENCE	423	LF	$82.75	$35,003.25
6.26	SIGN - SPEED LIMIT	1	EA	$375.00	$375.00
6.27	SIGN - STREET	3	EA	$375.00	$1,125.00
6.28	SIGN - STREET WITH STOP	5	EA	$395.00	$1,975.00
6.29	Pavement Striping	1	LS	$24,900.00	$24,900.00
6.30	Traffic Control	1	LS	$44,100.00	$44,100.00
6.31	Paving Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$15,975.00	$15,975.00
6.32	18" RCP (Class III)	1,137	LF	$78.51	$89,265.87
6.33	21" RCP (Class III)	249	LF	$85.89	$21,386.61
6.34	24" RCP (Class III)	42	LF	$102.68	$4,312.56
6.35	27" RCP (Class III)	428	LF	$131.35	$56,217.80
6.36	33" RCP (Class III)	556	LF	$172.25	$95,771.00
6.37	42" RCP (Class III)	92	LF	$220.77	$20,310.84
6.38	48" RCP (Class III)	217	LF	$261.63	$56,773.71
6.39	12'x5' RCB	269	LF	$1,646.88	$443,010.72
6.40	6' x 4' RCB	350	LF	$568.12	$198,842.00
6.41	18" Plug	9	EA	$500.00	$4,500.00
6.42	42" Plug	1	EA	$1,200.00	$1,200.00
6.43	4' Manhole	4	EA	$4,500.00	$18,000.00
6.44	6' Manhole	1	EA	$6,250.00	$6,250.00
6.45	3'x3' 'Y' Inlet	2	EA	$4,100.00	$8,200.00
6.46	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
6.47	18" Sloped End Headwall	2	EA	$1,850.00	$3,700.00
6.48	24" Sloped End Headwall	2	EA	$2,250.00	$4,500.00
6.49	27" Type B Headwall	1	EA	$3,250.00	$3,250.00
6.50	6' x 4' Type B Headwall	2	EA	$48,569.20	$97,138.40
6.51	Dbl 12' x 5' Parallel Headwall	2	EA	$60,101.92	$120,203.84

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
6.52	Trench Safety	3,340	LF	$0.99	$3,306.60
6.53	Storm Sewer CCTV and Testing	3,340	LF	$2.61	$8,717.40
6.54	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$16,516.61
				TOTAL LAMBERTH RD IMPROVEMENTS (SHARED OFF-SITE)	$2,937,798.36
				SUBTOTAL CITY CONTRIBUTION	$1,683,411.98
				CITY CONTINGENCY (10%)	$168,341.20
				TOTAL CITY CONTRIBUTION	$1,851,753.18
				DEVELOPER CONTRIBUTION	$1,254,386.38

BID TABULATION
HICKORY HILL DEVELOPMENT
FRIENDSHIP RD IMPROVEMENTS
SHERMAN, TX
7/5/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
7.00	FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)				
7.01	Construction Staking	1	LS	$44,166.00	$44,166.00
7.02	Silt Fence	5,059	LF	$1.95	$9,865.05
7.03	Stone Overflow Structure	13	EA	$400.00	$5,200.00
7.04	Rock Check Dam	378	LF	$45.00	$17,010.00
7.05	Curlex behind BOC	4,880	LF	$1.30	$6,344.00
7.06	Remove Type III Barricade	1	LF	$500.00	$500.00
7.07	Inlet Protection	10	EA	$275.00	$2,750.00
7.08	Construction Entrance	2	EA	$2900.00	$5,800.00
7.09	Clearing and Grubbing	5.7	AC	$1500.00	$8,550.00
7.10	Unclassified Excavation	18,432	CY	$2.90	$53,452.80
7.11	8" Reinf. Concrete Pavement, Curb & Gutter - 25' B-B Section (Thoroughfare)	7,495	SY	$70.50	$528,397.50
7.12	6" Lime Stabilized Subgrade (1' outside BOC)	8,039	SY	$3.15	$25,322.85
7.13	11.5% Hydrated Lime (30#/SY)	121	TONS	$318.00	$38,478.00
7.14	Directional Barrier Free Ramps	2	EA	$2850.00	$5,700.00
7.15	Construct Street Header	25	LF	$15.00	$375.00
7.16	5' Sidewalk (4" thk)	11,870	SF	$7.70	$91,399.00
7.17	METAL BEAM GUARD FENCE	234	LF	$76.00	$17,784.00
7.18	SIGN - SPEED LIMIT	5	EA	$375.00	$1,875.00
7.19	SIGN - STREET	2	EA	$375.00	$750.00
7.20	Pavement Striping	1	LS	$15170.00	$15,170.00
7.21	Traffic Control	1	LS	$15475.00	$15,475.00
7.22	Performance, Payment, & Maintenance Bond (2 yr)	1	LS	$11325.00	$11,325.00
7.23	18" RCP (Class III)	1,250	LF	$78.51	$98,137.50
7.24	24" RCP (Class III)	159	LF	$102.68	$16,326.12
7.25	42" RCP (Class III)	56	LF	$220.77	$12,363.12
7.26	48" RCP (Class III)	592	LF	$261.63	$154,884.96
7.27	60" RCP (Class III)	30	LF	$394.25	$11,827.50
7.28	10' x 5' RCB	328	LF	$1341.78	$440,103.84
7.29	5' x 5' RCB	150	LF	$490.86	$73,629.00
7.30	18" Plug	7	EA	$500.00	$3,500.00
7.31	42" Plug	1	EA	$1200.00	$1,200.00
7.32	60" Plug	1	EA	$1500.00	$1,500.00
7.33	4' Manhole	2	EA	$4500.00	$9,000.00
7.34	6' Manhole	1	EA	$6250.00	$6,250.00
7.35	7'x7' Junction Box	1	EA	$12,000.00	$12,000.00
7.36	10' Recessed Curb Inlet	10	EA	$5,647.12	$56,471.20
7.37	5' x 5' Type B Headwall	1	EA	$26,678.00	$26,678.00
7.38	Dbl 10' x 5' Parallel Headwall	2	EA	$64,282.56	$128,565.12
7.39	Trench Safety	2,705	LF	$0.99	$2,677.95
7.40	Storm Sewer CCTV and Testing	2,705	LF	$2.61	$7,060.05
7.41	Storm Sewer Performance, Payment, & Maintenance Bond (2 yr)	1	LS	1.25%	$13,277.18
	TOTAL FRIENDSHIP RD IMPROVEMENTS (SHARED OFF-SITE)				$1,981,140.74

SUBTOTAL CITY CONTRIBUTION	$1,088,083.48
CITY CONTINGENCY (10%)	$108,808.35
TOTAL CITY CONTRIBUTION	$1,196,891.83
DEVELOPER CONTRIBUTION	$893,057.26

PROPOSED 12" WATER (BY CITY)

PROPOSED 2 LANES (BY CITY) NOT IN MDA

PROPOSED 4 LANES (BY CITY) NOT IN MDA

END LAMBERTH 12" WATER (BY CITY)

BEGIN LAMBERTH 12" WATER (BY CITY)

PROPOSED 12" SANITARY SEWER (BY DEVELOPER, UPSIZE BY CITY)

END PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY) / BEGIN 12" SANITARY SEWER (BY DEVELOPER, UPSIZE BY CITY)

PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

MEADOWLAKE LN

LAMBERTH RD.

FRIENDSHIP RD.

STREET E

STREET C

STREET D

STREET G

STREET H

STREET I

STREET J

STREET K

STREET L

COMMERCIAL / OTHER

FLOWAGE EASEMENT Vol. 2594, Pg. 406 D.R.G.C.T.

FLOWAGE EASEMENT Vol. 2226, Pg. 409 D.R.G.C.T.

FLOWAGE EASEMENT Vol. 2594, Pg. 406 D.R.G.C.T.

MEADOWLAKE10 INVESTMENTS LLC 2022-7640 D.R.G.C.T.

V PROP LLC 2019-22900 D.R.G.C.T.

JEAN E. MCCONNELL ESTATE 2020-18037 D.R.G.C.T.

DON R. & REBECCA S. HEPTON Vol. 5607, Pg. 496 D.R.G.C.T.

LAMBERTH HICKORY HILL, LLC TRACT 1 - Doc. No. 2018-29908

LAMBERTH HICKORY HILL, LLC TRACT 2 - Doc. No. 2018-22900 D.P.R.G.C.T.

LAMBERTH HICKORY HILL, LLC TRACT 3 - Doc. No. 2018-29908 D.P.R.G.C.T.

DAVID & LINDA GATTIS Vol. 2890, Pg. 645 D.R.G.C.T.

RICKEY L. & VICKIE A. SLAKEY Vol. 2496, Pg. 345 D.R.G.C.T.

RICKEY L. & VICKIE A. SLAKEY Vol. 2330, Pg. 267 D.R.G.C.T.

BARRY K. & CATHY GANT Vol. 2346, Pg. 316 D.R.G.C.T.

ROY M. HAMMER 2018-6603 D.R.G.C.T.

ROBERT A. & ROBERTA FURMANEK 2021-45164 D.R.G.C.T.

HICKORY HILL LLC Vol. 5691, Pg. 715 D.R.G.C.T.

CITY OF SHERMAN Vol. 2287, Pg. 824 D.R.G.C.T.

RUSSELL D. SARRETT Vol. 3744, Pg. 999 D.R.G.C.T.

RICHARD & LARA MILFORD 2007-9720 D.R.G.C.T.

DON L. & DEBORAH SIMPSON Vol. 3391, Pg. 512 D.R.G.C.T.

BLAKE W. & ASHLEY B. ANDREWS Vol. 5265, Pg. 194 D.R.G.C.T.

PHILIP H. & LINDA H. YELDING Vol. 2294, Pg. 217 D.R.G.C.T.

RICHARD GLYNN & TERRI STOKES Vol. 4844, Pg. 2921 D.R.G.C.T.

DAVID SCOTT & COURTNEY MICHELLE BICKSON Vol. 5265, Pg. 197 D.R.G.C.T.

RANDY D. & DORETTA KANNEKEN Vol. 5265, Pg. 200 D.R.G.C.T.

GARY & GLARYCIA WHITFILL Vol. 3686, Pg. 92 D.R.G.C.T.

HOUSTINES OF TEXAS Vol. 1882, Pg. 350 D.R.G.C.T.

STEPHEN F. GOODMAN Vol. 1904, Pg. 140 D.R.G.C.T.

JAMES L. & ROSE M. FENTON Vol. 2010, Pg. 1 D.R.G.C.T.

ROBERT & LORI D. JONES Vol. 1898, Pg. 1 D.R.G.C.T.

CARL & ANNA SMITH Vol. 2010, Pg. 1 D.R.G.C.T.

JUSTIN DEATHERAGE 2018-29908 D.R.G.C.T.

LEIGH MICHELLE & RODNEY LYNN FILCHER Vol. 4731, Pg. 598 D.R.G.C.T.

JOE ELLIS & DONNA JEAN HOOD Vol. 2010, Pg. 1 D.R.G.C.T.

GERRY D. & TREVA BURLESON Vol. 2010, Pg. 1 D.R.G.C.T.

JOHN BARRY & SHERRY LYNN STOVALL Vol. 4235, Pg. 279 D.R.G.C.T.

MICHAEL & LAURIE COULTER LIVING TRUST 2021-47152 D.R.G.C.T.

JUDY STATHAM Property #:520029 D.R.G.C.T.

BRENT & RHONDA OBANNON Vol. 2470, Pg. 429 D.R.G.C.T.

MICHAEL L. & CARI A. MILLER Vol. 5095, Pg. 52 D.R.G.C.T.

ROBERT W. & JOY F. BENNETT Vol. 2400, Pg. 748 D.R.G.C.T.

JOHN S. SOUTHERLAND Vol. 1868, Pg. 109 D.R.G.C.T.

RONALD S. & TERI D. NICKELS Vol. 5405, Pg. 32 D.R.G.C.T.

Matchline - See Sheet 2

MATCHLINE (SEE THIS SHEET)

LEGEND

- PHASE 1 PAVEMENT TO BE CONSTRUCTED WITH INITIAL DEVELOPMENT
- PHASE 2 PAVEMENT TO BE CONSTRUCTED SUMMER 2023
- FUTURE PHASED PAVEMENT

MATCHLINE (SEE THIS SHEET)

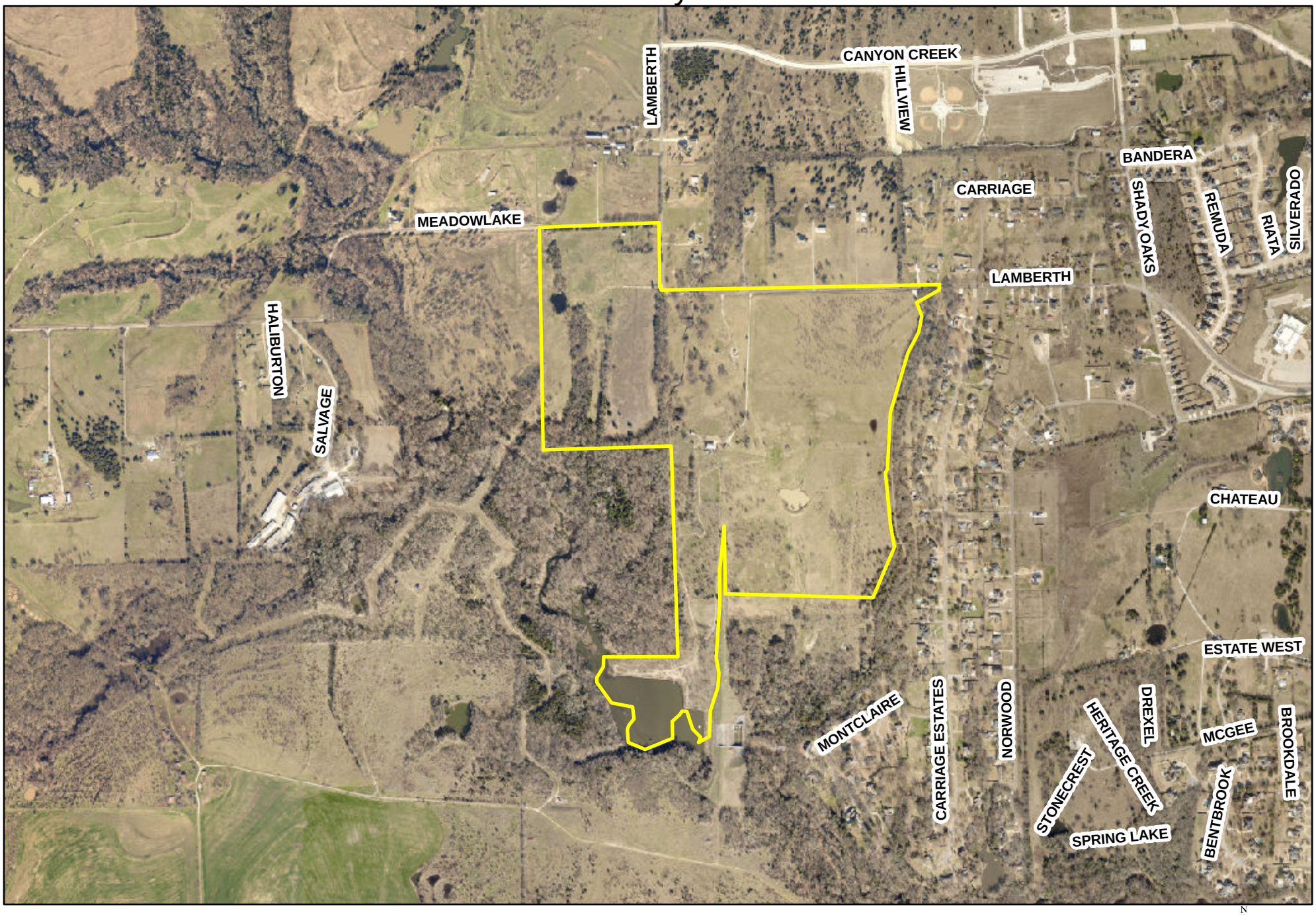
PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

EXISTING 12" SANITARY SEWER

BEGIN PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

Plotted by: Harrison Plot Date: 8/10/2022 12:52 PM

Hickory Hill



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 07/17/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7105

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with D&S Engineering Labs, LLC Now Doing Business as GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing

Issue:

To consider Amendment No. 1 to the Professional Services Agreement with D&S Engineering Labs, LLC now doing business as GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Material Testing contract.

Background:

With every subdivision and capital improvement project, the Engineering Department solicits a proposal for geotechnical and construction material testing services from an engineering laboratory. With the unprecedented growth, the Engineering Department is having to solicit many contracts in a year and with some of the extremely large subdivisions, the cost of the services need City Council Approval. With an annual services contract with set fees for services, Engineering staff will not have to request and review multiple service contracts every year, but just issue a Purchase Order with a budgeted amount with each project. This contract is for a 12 month period and renewable upon agreement of both parties.

On December 12, 2022, the City Council awarded this contract to D&S Engineering Labs, LLC, now doing business as GEOTEX Engineering, LLC for an estimated $275,000.00 over a 12 month period. Due to even more unprecedented growth than expected, this amount was exceeded in May.

This Amendment No. 1 will increase the contract amount to an estimated $600,000.00 until its renewal in December 2023.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this Amendment No. 1 is an estimated $325,000.00 for a total contract amount of $600,000.00. This will be funded on a project by project basis out of the Engineering Department's Professional Services budget and CIP project budgets.

Staff Recommendation:

GEOTEX Engineering, LLC has a local presence in Sherman/Denison and is highly qualified to perform these services. GEOTEX Engineering, LLC has typically been the firm the Engineering Department has solicited proposals from the past 3 years. It is recommended that this Amendment No. 1 to the Professional Services Agreement with GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Material Testing contract be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7105

Unsigned - Amendment No. 1

Resolution No. 7005

RESOLUTION NO. 7105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH D&S ENGINEERING LABS, LLC NOW DOING BUSINESS AS GEOTEX ENGINEERING, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with D&S Engineering Labs, LLC now doing business as GEOTEX Engineering, LLC for the Annual Geotechnical Engineering and Construction Materials Testing, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of July 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

AMENDMENT NO. 1

TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SHERMAN (CITY) AND D&S ENGINEERING LABS, LLC. NOW DOING BUSINESS AS GEOTEX ENGINEERING, LLC. (CONSULTANT) FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIAL TESTING CONTRACT

Dated December 12, 2022 ("Original Agreement")

Owner and Engineer desire to amend the Original Agreement for the purpose of: (i) increasing the estimated annual amount of the Compensation for Consultant's Services (defined in the Original Agreement) due to an increase amount of projects and development, and (ii) making other necessary amendments as follows:

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend ARTICLE 3 of this Original Agreement to read as follows:

3.1. **Compensation for Consultant's Services** – As described in "Article 1, Consultants Services" of this Agreement, compensation for this Project shall be: (a) on a time and material er project basis for a contract estimated amount of **Six Hundred Thousand Dollars ($600,000.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Annual Geotechnical Engineering and Construction Material Testing Fee Schedule as set forth in **Exhibit B**.

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement.

[Rest of page left intentionally blank]

EXECUTED on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this _____ day of _____, 2023.

CITY:
City of Sherman, Texas

CONSULTATN:
GEOTEX Engineering, LLC

Robby Hefton, City Manager

Amy Brothers, President

ATTEST:

ATTEST:

Linda Ashby
City Clerk

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____
Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Amy Brothers of GEOTEX Engineering, LLC known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GEOTEX Engineering, LLC, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2023.

_____

Notary Public In and For _____ County, Texas

My Commission Expires:

_____

RESOLUTION NO. 7005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH D&S ENGINEERING LABS, LLC FOR THE ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with D&S Engineering Labs, LLC for the Annual Geotechnical Engineering and Construction Materials Testing, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 12th day of December 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: Ryan D. Pittman
CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

D&S ENGINEERING LABS, LLC.

FOR

PROFESSIONAL SERVICES

Made as of the 12 day of December, 2022:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **D&S Engineering Labs, LLC**
4702 South Texoma Parkway
Denison, Texas 75020
Telephone: (903) 465-0333

for the following Project: **Annual Geotechnical Engineering and Construction Material Testing**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and D&S Engineering Labs, LLC, a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional material testing and Geotechnical engineering services for the Annual Construction Material Testing ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment(s)").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the City of Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Annual Geotechnical Engineering and Construction Material Testing Fee Schedule, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill

and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) on an time and material per project basis for a contract estimated amount of **Two Hundred and seventy five Thousand Dollars ($275,000.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Annual Geotechnical Engineering and Construction Material Testing Fee Schedule as set forth in **Exhibit B**.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Annual Geotechnical Engineering and Construction Material Testing Fee Schedule set forth in **Exhibit B**, and consistent with **Exhibit C**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from

Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual hours of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment

for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10^{th}) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, data, studies, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, data, documents, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will work on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations,

modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, data, studies, reports, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, data, studies, reports, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit D**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit D**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million

and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit D**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit D**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the

parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY

PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

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

If to City, addressed to:
Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Amy Brothers, P.E.
President
D&S Engineering labs, LLC.
4702 South Texoma Parkway
Denison, Texas 75020
Telephone: (903) 465-0333
Email: abrothers@dsenglabs.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "E," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Annual Construction Material Testing Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.4 **Exhibit D**, Contractor Insurance Guidelines.

12.1.5 **Exhibit E**, Conflict of Interest Questionnaire, Form CIQ.

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 C**, **Exhibit D**, **Exhibit E**, **Exhibit B** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

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

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her

signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

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

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

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

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

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

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

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2022-2023 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2022-2023 fiscal year unless and until such funds are budgeted.

12.23 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners,

employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

1224 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:
City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Robby Hefton, City Manager

CONSULTANT:
D&S Engineering Labs, LLC
a Texas corporation

By: _____
Amy Brothers, President

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF Denton §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **AMY BROTHERS** KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **D&S ENGINEERING LABS, LLC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF December 2022.

Tammy Renea Low

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 4-7-2023

TAMMY RENEA LOW
Notary Public, State of Texas
Comm. Expires 04-07-2023
Notary ID 128575497

EXHIBIT A
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City of Sherman desires to retain an outside Consultant to assist the City in providing Geotechnical Engineering and Construction Material Testing. The scope of services of the testing tasks are but not limited to the following:

- Geotechnical Engineering:
  - Laboratory testing of soils
  - Drilling, Sampling & Field Testing
  - Pavement and subgrade design
- Construction Material Testing:
  - Concrete testing
  - Masonry testing
  - Aggregate testing
  - Soils testing
  - Asphalt testing
  - Structural Steel Inspection

EXHIBIT B
ANNUAL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIAL TESTING FEE SCHEDULE

Compensation will be billed on the below fee schedule. An estimated budget of **Two Hundred and Seventy Five Thousand ($275,000.00)** is established for a twelve (12) month period and may be renewed at the mutual agreement of the City and Consultant. Below is the D&S Engineering Labs Fee Schedule for the period of this contract.

D&S Engineering Labs Hourly Fee Schedule

Geotechnical Engineering Services

Position	Hourly Rate
Expert Witness	$525.00
Principal	$235.00
Geotechnical Project Manager	$185.00
Sr. Geotechnical Project Engineer (P.E.)	$175.00
Sr. Geologist (P.G.)	$145.00
Staff Geotechnical Engineer (P.E.)	$125.00
Engineering Intern (E.I.T.)/Geologist (G.I.T.)	$100.00
CADD/Drafting	$85.00
Administrative	$75.00

Testing Service Fees

Position	Hourly Rate
Principal	$225.00
Senior CMET Engineer (P.E.)	$165.00
Senior Geologist (P.G.)	$140.00
Staff CMET Engineer (P.E.)	$125.00
CMET Operations Manager	$150.00
CMET Project Manager	$115.00
CMET Engineering Intern (EIT)/Geologist (GIT)	$100.00
Quality Control	$100.00
Administrative	$75.00

EXHIBIT B

Miscellaneous Fees

Project Coordination/Report Preparation	10% of Invoice
New Project Set up	$100
Project Management	10% of Invoice
Vehicle Transport Fees	
Within 30 miles	$50
Over 30 miles (additional rate per mile, round trip)	$0.65
Per Diem (Lodging & Food), per day (may vary with location)	$150
Project Completion Letters (please notify D&S at beginning of project if required), per hour	$165

EXHIBIT C
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond thirty (30) miles from the Project site, shall be reimbursed, per EXHIBIT B.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT D
CONSULTANT'S INSURANCE GUIDELINES

I. **GENERAL INSURANCE REQUIREMENTS** –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. **INSURANCE COMPANY QUALIFICATION** – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. **CERTIFICATE OF INSURANCE** – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. **INSURANCE CHECKLIST** – "X" means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence;

			▪ Minimum $2,000,000.00 in the aggregate
X	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
X	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

X 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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.**

NA

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 Amy Brothers — Signature of vendor doing business with the governmental entity

12/08/22 — 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 **E. 3.**

Meeting Date: 07/17/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7106

Approving the Greater Texoma Utility Authority's Intention to Award the Guaranteed Maximum Price Three (GMP 3.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main Project

Issue:

Approving the Greater Texoma Utility Authority's (GTUA) Intention to Award a Guaranteed Maximum Price Three (GMP 3.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main Project.

Background:

To serve the fast-growing needs of the City's industrial, commercial, and residential users, a 36-inch water main needs to be installed from the water treatment plant on the north side of the City to the south side of the City by 2025. In an effort to construct this main in such a short timeframe, GTUA and the City of Sherman selected Garney as Construction Manager At Risk (CMAR) for the project.

On April 4, 2023, packages of materials were advertised for proposals to be pre-procured for this project. Proposals were received on April 20, 2023. The City staff, the City's Program Manager, the City's design engineer, GTUA and the CMAR evaluated and scored the proposals on April 27, 2023. The consensus of the scoring team agreed to rebid one of the bid package items and award two of the other two bid package items.

On June 8, 2023, the rebid pre-procurement of the pipe materials was advertised for this project. Proposals were received on June 27, 2023. The City staff, the City's Program Manager, the City's design engineer, GTUA and the CMAR evaluated and scored the proposals on June 29, 2023. The consensus of the scoring team agreed to recommend award this bid package to Thompson Pipe Company.

This award establishes a progressive GMP Bid Package 3.00 – Preliminary procurement (Large Diameter Pipeline Material Rebid) along with changes to BP 1.03 (adding 8-36” and 1-30” Butterfly Valves). Also award of this GMP BP 3.00 will add 201-LF 36” Tunnel to the project from BP 2.03. Finally, a $750,000 contingency allowance is added to account for those unknowns discovered during construction related to the pipe materials.

Origination:

Engineering Department

Financial Consideration:

Based on the submitted proposals and evaluations, Garney has proposed to establish a Guaranteed Maximum Price (GMP) for this package per the terms of their CMAR contract at $10,818,352.61. Garney is required to prepare this GMP for the Owner's review and acceptance. The total CMAR contract price will increase by $18,589,227.07 to a total of $29,407,579.68. This project is funded through the 2023 Greater Texoma Utility Authority (GTUA) Open Market Bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to award the Guaranteed Maximum Price Three (GMP 3.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main project.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7106

GMP 3.00 Letter & Bid

Cost Summary

Location Map

RESOLUTION NO. 7106

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 THREE (GMP 3.00) FOR GARNEY COMPANIES, INC. FOR THE 36-INCH WEST SHERMAN WATER MAIN; 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 Three (GMP 3.00) for Garney Companies, Inc in the amount of Eighteen Million Five Hundred Eighty-Nine Thousand Two Hundred Twenty-Seven Dollars and Sixty-One Cents ($18,589,227.61) for the 36-Inch West Sherman Water Main.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Tom Pruitt, P.E.
City of Sherman
220 W. Mulberry St.
Sherman, TX 75091

7/5/2023

RE: 36" West Water Main – GMP 3.00

Mr. Pruitt,

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility Authority (GTUA) on behalf of City of Sherman, Garney is pleased to provide the below information and attached documentation to establish the progressive Guaranteed Maximum Price for City of Sherman – 36" West Water Main– Bid Package 3.00 – Pipeline Material Supply.

Garney proposes to establish the Guaranteed Maximum Price (GMP) for this bid package at $18,589,227.07. This GMP Proposal includes the supply of the following scopes to support future GMP proposals and the installation of the Water Pipeline. This GMP includes additional quantities for Butterfly Valves and Tunnel Installations that reflect the current design.
SOV 3.00 – Pipe Materials

This GMP proposal is for the early material procurement listed above in adherence to the bid documents. The above scopes of work will be subcontracted by Garney Construction within the requirements of the Agreement for the CMAR Project. This scope may have coordination with future procurements in forthcoming GMP proposals. Also included in this proposal is the cost for the CMAR management.

The procurement scope included in this GMP proposal includes the above scope of supply as identified in the plans and specifications made available to Garney for the purpose of procurement. These plans and specifications are generally referred to as the "36-inch West Sherman Water Main – May 2023 – 100% Submittal" and "Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-in West Sherman Water Main – Bid Package 3.00 – May 2023."

These plans and specifications were not final at the time of procurement and were intended for the sole purpose of early procurement of the above referenced items. It is both possible and likely that design revisions will be made as the project progresses from the 100% Design through Final Design for Construction. Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in future GMP proposals or as a Change Order to the current GMP proposal, as directed by GTUA, City of Sherman, and in accordance with the Agreement.

This GMP includes the Construction Manager at Risk's Fees and Expenses, the estimated Cost of the Work, and expenditures as outlined in the Contract Documents and Agreement.

Please contact Garney directly if there are any questions regarding this GMP Proposal.

Sincerely,
GARNEY COMPANIES, INC.

Sam Marston
Preconstruction Manager

CC: VT Madhaven – Pape Dawson
Bill Williams – Garney
Wayne Lee – City of Sherman
Paul Sigle – Greater Texoma Utility District

Bidding documents:

36-inch West Sherman Water Main – May 2023 – 100% Submittal
Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-in West Sherman Water Main – Bid Package 3.00 – May 2023
Addendum 1 for Bid Package 3.00
Addendum 2 for Bid Package 3.00

Greater Texoma Utility Authority on behalf of City of Sherman

36" West Sherman Water Main

GMP 3.00 - Bid Package 3.00

Material Procurement
Link to Bid Documents

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Contract Documents per Bid Package 3.00

The West Water Main Bid Package 3.00 contract bid documents can be accessed via the following link. On this site, we have posted the following documents.

- 100% Drawings and Specifications
- Addendum 1
- Addendum 2

100% Drawings and Specifications utilized at time of Bid.

To access the Bid Package 3.00 Contract Documents:

1. Navigate to the following Website: https://www.civcastusa.com/
2. Click “Browse Bids”
3. In the filters drop down list to the right select “All (Archives)”
4. In the filters type the project name into the dialogue box
5. Select the link to the project documents

Greater Texoma Utility Authority on behalf of City of Sherman

36" West Sherman Water Main

GMP 3.00 - Bid Package 3.00

Material Procurement
GMP Clarifications

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Description of Variations, Substitutions Proposed Bid Package 3.00

1. **Specifications** (See hyperlink provided to gain access to the contract documents that accompanied Bid Package 3.00). Per this Material GMP 3.00, submittal is "as per specifications" at time of Bid Package 3.00.
    a. Qualifications and Assumptions (See Below)
    b. Exclusions (See Below)

2. **Assumptions and Clarifications**
    a. This is strictly material procurement per plans and specifications available at time of bid.
    b. GMP pricing exclusive of pipeline installation costs.
    c. GMP pricing contingent upon GTUA and City of Sherman July 2023 Board Approval.
    d. Permits are to be provided by others.
    e. GMP assumes access to easements throughout the duration of the project.
    f. GMP does not include an alternative access to the easement from roads or other thoroughfares.
    g. Milestones included in the bid package(s) scopes of work may and likely will change as easement acquisition progresses and lands become available.
    h. Costs associated with impacts associated to land procurement have not been included in full. Any impacts will be quantified and included in future GMPs.

3. **Value Analysis**
    a. Opportunities for value to the program can be negotiated based on team consensus. Items identified specifically with this bid package will be discussed, modified, and tracked through the start of construction.

4. **Allowance Schedule (Not applicable)**

5. **Schedule of Unit Prices**

    a. As included in the schedule of values provided by the proposers.

6. **All other information (Not applicable)**

Greater Texoma Utility Authority on behalf of City of Sherman

36" West Sherman Water Main

GMP 3.00 - Bid Package 3.00

Material Procurement
Concurrence of Award/Evaluation

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

7/5/2023

RE: Greater Texoma Utility District on behalf of City of Sherman – Bid Package 3.00

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility District on behalf of City of Sherman, Garney is providing the below information for the recommendation of award for the City of Sherman 36" West Water Main – Bid Package 3.00 – Pipe Material Procurement. This includes the tabulation of bids received in response to the solicitation and associated scoring for each bid package.

Bid package 3.00 included the following procurement items:
SOV 3.00 – Pipe Material

The proposals for the above bid packages were received 6/27/2023 for review and evaluation. The City, GTUA, Program Manager, and CMAR evaluated the proposals received on 6/29/2023. A consensus was made, to award the above-mentioned scopes to the respective proposers.

SOV	Scope	Company	Total Awarded Points
3.00	Pipe	Thompson Pipe Company	93.27
3.00	Pipe	Northwest Pipe Company	88.58
3.00	Pipe	American Spiral Weld	88.35

City of Sherman - GMP 3.00 Summary

BID PACKAGE	SYSTEM / CONTRACT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
BP - 3.00	COSF	Large Diameter Pipe Material	1.00	Lump Sum	$ 14,235,634.22	$ 14,235,634.22
BP - 3.00	COSF	Large Diameter Pipe - Allowance	1.00	Lump Sum	$ 750,000.00	$ 750,000.00
BP - 1.03	COSF	Butterfly Valves	1.00	Lump Sum	$ 280,800.00	$ 280,800.00
BP - 2.03	COSF	Tunnel Installation	1.00	Lump Sum	$ 354,765.00	$ 354,765.00
						$ -
					SUBTOTAL:	**$ 15,621,199.22**
	CMAR Contract					$ -
					SUBTOTAL:	**$ -**
					TOTAL DIRECT COST OF WORK AND ALLOWANCES	**$ 15,621,199.22**
	CMAR Contract	Construction Services (CMAR) GC Multiplier	6.50%	Percent	$ 15,621,199.22	$ 1,015,377.95
	CMAR Contract	Construction Services (CMAR) Fee	9.50%	Percent	$ 15,621,199.22	$ 1,484,013.93
	CMAR Contract	CMAR Contingency	3.00%	Percent	$ 15,621,199.22	$ 468,635.98
					GMP 3.00 TOTAL WITH ALLOWABLE FEES	**$ 18,589,227.07**

CMAR Tracking Summary						
Preconstruction	CMAR COSF - Preconstruction	Preconstruction Service Fee: COSF	1.00	Lump Sum	$ 396,248.00	$ 396,248.00
Procurement	CMAR COSF - Procurement	Procurement Service Fee: COSF	1.00	Lump Sum	$ 192,350.00	$ 192,350.00
Preconstruction	CMAR COSD - Preconstruction	Preconstruction Service Fee: COSD	1.00	Lump Sum	$ 183,000.00	$ 183,000.00
Procurement	CMAR COSD - Procurement	Procurement Service Fee: COSD	1.00	Lump Sum	$ 95,000.00	$ 95,000.00
GMP 1	Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 928,480.00	$ 928,480.00
GMP 2	Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 7,434,339.00	$ 7,434,339.00
GMP 3	Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 15,621,199.22	$ 15,621,199.22
CMAR	CMAR Contract - Construction	Construction Services (CMAR) GC Multiplier	1.00	Lump Sum	$ 1,558,961.18	$ 1,558,961.18
CMAR	CMAR Contract - Construction	Construction Services (CMAR) Fee	1.00	Lump Sum	$ 2,278,481.73	$ 2,278,481.73
CMAR	CMAR Contract - Construction	CMAR Contingency	1.00	Lump Sum	$ 719,520.55	$ 719,520.55
					TOTAL CONTRACT AMOUNT TO DATE	**$ 29,407,579.68**
					COS - Preconstruction Cost	**$ 866,598.00**
					COS - WWM Construction Cost	**$ 28,540,981.68**

Sherman WTP

110

GRAYSON
COUNTY
AIRPORT

112

111

107

36-INCH WEST SHERMAN
WATER MAIN

CITY OF SHERMAN, TX

1234

109

Connect at
Shepherd Drive

LUELLA
POP 559

Iron

Ore City

Loy Lake

Limit

Creek

Branch

Sand

Post Oak Creek

Choctaw

Calf

South

Cr

Denis

82

75

91

922

1417

160

P20

11

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 07/17/2023
Prepared By: Ryan D. Pittman, City Attorney
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7107***

Finding that Oncor Electric Delivery Company LLC's Application to Amend Its Distribution Cost Recovery Factor and Update Generation Riders to Increase Distribution Rates within the City Should Be Denied; Authorizing Participation with the Steering Committee of Cities Served by Oncor; Authorizing Hiring of Legal Counsel; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed by the Company

Issue:

Denial of the filing by Oncor Electric Delivery Company of an application to amend distribution cost recovery factor and update generationriders to increase distribution rates within the City of Sherman, Texas

Background:

On June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately $152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover $1.07 million related to mobile generation facilities.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 55190) currently pending at the Commission.

Origination:

Thomas L. Brocato, Jamie Mauldin, and Roslyn Dubberstein
Lloyd Gosselink Blevins Rochelle & Townsend, P.C.
Legal Counsel to the Steering Committee of Cities Served by Oncor

Financial Consideration:

The City's reasonable rate case expenses will be reimbursed by Oncor.

Staff Recommendation:

It is the staff's recommendation that the City Council approve the Resolution, as recommended by the Steering Committee's legal counsel.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No. 7107

Staff Report

RESOLUTION NO. 7107

A RESOLUTION OF THE CITY OF SHERMAN, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Sherman, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately $152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover $1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 55190.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with

the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 17th day of July 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

MODEL STAFF REPORT REGARDING ONCOR ELECTRIC DELIVERY COMPANY, LLC'S DISTRIBUTION COST RECOVERY FACTOR AND MOBILE GENERATION RIDERS FILING

***

On June 30, 2023, Oncor Electric Delivery Company, LLC ("Oncor" or "Company") filed an Application to Amend its Distribution Cost Recovery Factor ("DCRF") and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately $152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately $1.07 million.

The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 55190.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. This paragraph finds that the Company's application is unreasonable and should be denied.

4. This section states that the Company's current rates shall not be changed.

5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 07/17/2023

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7108***

Authorizing the Execution of a Contract with Shade Structures, Inc. dba USA Shade for Purchase and Installation of Shade Structures at Pecan Grove West Athletic Complex through the Buyboard Purchasing Cooperative

Issue:

To consider approval of the purchase and installation of shade structures at Pecan Grove West Athletic Complex from Shade Structures, Inc. dba USA Shade through the Buyboard Purchasing Cooperative.

Background:

City staff is requesting the purchase of shade structures for installation at the Pecan Grove West Athletic Complex. These structures will provide shade for bleachers around the four athletic fields, as well as related playground areas.

Purchasing through the Buyboard purchasing cooperative satisfies bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Parks and Recreation

Financial Consideration:

The cost of the shade structures and installation is $382,000.00. Funding was approved in the fiscal year 2022-2023 Capital Improvement Program.

Staff Recommendation:

It is recommended that staff be authorized for the purchase and installation of shade structures from Shade Structures, Inc. dba USA Shade through the Buyboard purchasing cooperative.

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7108
Construction Agreement - Notarized
Exhibit A_USA Shade Quote
Exhibits B - D

RESOLUTION NO. 7108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH SHADE STRUCTURES, INC. DBA USA SHADE FOR THE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT PECAN GROVE WEST ATHLETIC COMPLEX THROUGH THE BUYBOARD PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 execute a contract with Shade Structures, Inc. dba USA Shade, of DFW Airport, Texas, through the Buyboard purchasing cooperative for the purchase and installation of shade structures at Pecan Grove West Athletic Complex for a total purchase price of Three Hundred Eighty-Two Thousand Dollars and No Cents ($382,000.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 17th day of July 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

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND SHADE STRUCTURES, INC. DBA USA SHADE

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **Shade Structures, Inc. dba USA Shade**, a Texas Corporation ("Contractor"), enter into this Construction Agreement ("Agreement") for the purchase and installation of shade structures at Pecan Grove West Athletic Complex. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the purchase and installation of shade structures at Pecan Grove West Athletic Complex under the terms and conditions of this Agreement ("Project");

WHEREAS, Sherman issued a Request for Quote (RFQ) through the Buyboard Cooperative Purchasing Program; and

WHEREAS, Contractor timely submitted a response to the RFQ, attached hereto as Exhibit A and incorporated herein for all purposes ("Quote"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the RFQ, including those representations set forth in the Quote, City has selected Contractor to provide the services sought in the RFQ under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the 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 set forth and described in the Agreement Documents (hereinafter defined) 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"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within One Hundred Twenty (120) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Sixty (60) calendar days of the Mobilization Date. 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 SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed Three Hundred Eighty-Two Thousand and 00/100 dollars ($382,000.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN 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;

c. The Quote, attached hereto as Exhibit A;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit B;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit C;

g. 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, or 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. Liquidated Damages.
Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment Bonds.
Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond, which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified against any claims for nonpayment of any part of the construction or work performed in connection with the Project.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. 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.

8. 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 SHERMAN'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 SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit B.

9. 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 SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN 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 SHERMAN 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.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" 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 SHERMAN (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 SHERMAN 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, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. 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. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. 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 SHERMAN 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.

13. Termination.
SHERMAN 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.

SHERMAN 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 SHERMAN 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 SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project 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 SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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.

14. 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.

15. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. 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 SHERMAN 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.

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. 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.

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

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be

entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. 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.

22. 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.

23. 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.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. 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: Shade Structures, Inc
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261

Telephone: 214.606.7198
Email: Nick.Fletcher@USA-Shade.com

If to SHERMAN, 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

26. 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.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. 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 SHERMAN and the authorized representative of Contractor.

29. 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.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. 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 in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. 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.

35. 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.

[*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: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

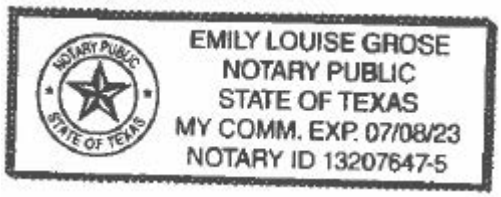
Shade Structures, Inc. dba USA Shade
a Texas Corporation

By: _____
Printed Name: Rob Blakley
Title: Senior Vice President
Date: 6/29/23

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Rob Blakley, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the Sr VP and duly authorized representative for Shade Structures, Inc. dba USA Shade and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of June, 2023.



Emily Louise Grose
_____
Notary Public in and for the State of Texas
My Commission Expires: July 8, 2023

USASHADE
& Fabric Structures®

Pecan Grove Athletic Complex

6/26/2023

Pricing valid for 15 days

Proposal Prepared For:

City of Sherman

1002 Music St

Sherman, TX 75090

AZ: 289388 CA: 989458 LA: 61718 NV:78724
NM: 383826 TN: 68712 DIR: 1000003533

Date: 6/26/2023

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	City of Sherman	Contact:	Theresa Hutchinson	Sales Rep:	Nick Fletcher
Project Name:	Pecan Grove Athletic Complex	Phone:	903-892-7350	Phone:	214.606.7198
Quote No:	NF062623B	Email:	theresah@cityofsherman.com	Email:	nick.fletcher@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
City of Sherman		Pecan Grove Athletic Complex		Pecan Grove Athletic Complex	
1002 Music St		3320 Canyon Creek Dr		3320 Canyon Creek Dr	
Sherman		Sherman		Sherman	
TX		TX		TX	
75090		75092		75092	
Contact:		Contact:		Contact:	Theresa Hutchinson
Phone		Phone		Phone	903-892-7350
Email:		Email:		Email:	theresah@cityofsherman.com
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:
P.O. Box 3467
Coppel, TX 75019

REMITTANCE ADDRESS:
P.O. Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:
1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:
927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:
2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

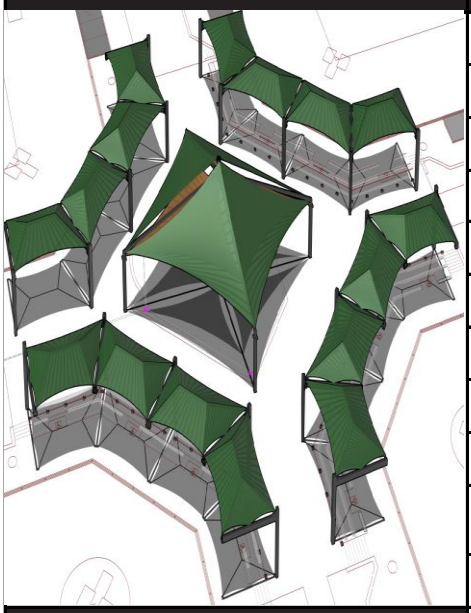
LAS VEGAS:
6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

Structure Pricing

Structure 1

UNIT IMAGE



PRICE

See pricing sheet.

UNIT DETAILS

Unit Quantity:	1	Foundations By	USA Shade
Unit Type:	Wrap Around Cantilever	Grout Installation	USA Shade
Structure Size:		Footing Type:	Drilled Pier
USA Shade Model Number	1002.1	Base Attachment:	Recessed Base Plate
Entry Height:		Anchor Bolts:	Included
No of Columns:		Concrete Cutting:	Included
No of Fabric Tops:		Dirt Removal:	Included
Fabric Type:	Shadesure	Surface Type:	Concrete
Fabric Color:	TBD		
Steel Finish:	Powder Coated		
Steel Color:	TBD		
Electrical Provisions:	N/A		
Cable/HDW Finish:	Galvanized		
Concept No:			

NOTES

Credit terms are subject to approval. Pricing includes materials, installation, engineered drawings and freight, but does not include permitting. Any deviation to cost of structures or freight +/- 5% will require a change order or deductive. Price excludes drill rig if hard rock conditions are encountered. If drill rig is needed change order will be issued. If utility lines are encountered, will be rerouted by owner, at owner expense. Price assumes clear access, if crane is needed a change order will be issued.

USASHADE & Fabric Structures

ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
		BUYBOARD 592-19	
TOTAL FOR ACCESS/MISC ITEMS:			

PRICINGTOTALS:	
Unit Total	$380,068.42
Accessories/Miscellaneous	Included
Shipping/Handling *subject to market fluctuation	$1,931.58
SUBTOTAL	$382,000.00
Sales Tax (8.25%)	Exempt
Engineering	Included
Installation	Included
TOTAL PRICE	$382,000.00

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	
(4) Other (specify):	

NOTES:

BUYBOARD 592-19 Pricing Terms subject to credit approval

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 15 days to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS	
Building Code	IBC 2022
Wind Load	90 mph
Snow Load	5 psf
Drawing Size	Electronic
No. of Sealed Drawings	2
Calculations Required	Yes

NOTES

Credit terms are subject to approval. Pricing includes materials, installation, engineered drawings and freight, but does not include permitting. Any deviation to cost of structures or freight +/- 5% will require a change order or deductive. Price excludes drill rig if hard rock conditions are encountered. If drill rig is needed change order will be issued. If utility lines are encountered, will be rerouted by owner, at owner expense. Price assumes clear access, if crane is needed a change order will be issued.

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
☑	☐	Sealed Drawings & Calculations	☐	☑	Prevailing Wage / Certified Payroll
☐	☑	Permit Submittal	☐	☑	Union Wages
☐	☑	Permit Fee	☐	☑	Fencing
☐	☑	DSA Submittal & Fees	☐	☑	water and Electrical
☑	☐	Design and Engineering of Structure	☐	☑	Landscape Repair
☑	☐	Design and Engineering of Foundation	☐	☑	Demolition (Existing Structures)
☐	☑	Reactions and Loads for attachment to Walls, Rooftops, or Other	☐	☑	Payment and Performance Bonds
☐	☑	Foundation Location and Elevation Survey	☐	☑	Special Inspection Fees

Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.

5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.

6) Traffic Control, Barricades, and all other Public Security requirements are not included.

7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for **15 days** from the date first set forth above. After 15 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction during normal course of construction.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

> "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.

- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
    - the supplied structures, products, services and/or labor are not paid for in full;
    - the structures are not assembled in strict compliance with USA SHADE specifications;
    - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
    - normal wear and tear;
    - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
    - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
    - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
    - workmanship related to assembly not provided by the Company or its agents;
    - fabric curtains, valances, and flat vertical panels;
    - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.

- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

27)

Electronic Signatures. Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING $100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:	**SELLER:**
City of Sherman	**Shade Structures, Inc. DBA USA Shade**
Signature:	Signature: *Nick Fletcher*
By: (Print)	By: (Print) Nick Fletcher
Title:	Title: Regional Sales Manager
Date:	Date: 6.26.23

NOTE: All purchase orders and contracts should be drafted in the name of **Shade Structures, Inc.**

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 $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 IC

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Dallas §

I, Rob Blakley, 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 30 day of June, 2023.

_____ /Sr VP

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Rob Blakley, 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 30 day of June, 2023.

Donna Bloxom

Notary Public in and for the State of Texas

My commission expires: 08/02/2026

Donna Kay Bloxom
My Commission Expires
8/2/2026
Notary ID 128129951

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.**

Rob Blakley

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.**

N/A

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.**

N/A

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

6/30/23

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.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 07/17/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Annual Requirements for Janitorial Services in Certain City-Owned Facilities

Issue:

Seeking approval to advertise a Request for Proposals (RFP) for janitorial services in certain City-owned facilities

Background:

Historically, the City has contracted for the cleaning of certain City-owned facilities. The City's previous agreement for janitorial services will expire at the end of September 2023. As an ongoing effort to increase efficiency in maintaining City-owned facilities, we request permission to advertise a Request for Proposals for Janitorial Services for the following buildings: Sherman Public Library, Municipal Airport, Utilities Laboratory, Senior Citizens Center, City Hall, Parks & Recreation Activity Center, Sherman Municipal Building, the Glennie O. Ham Center (Parks & Recreation Administrative Offices), Equipment Services Building, Water Maintenance Shop, West Hill Cemetery Building, Solid Waste Building, Vehicle Service Center, Street Maintenance Building, and the Police Department Building on Taylor Street.

Origination:

Building Maintenance Department

Financial Consideration:

Funds for janitorial services were appropriated in the approved budget for fiscal year 2023-2024. Advertising costs are estimated to be approximately $200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising of the Request for Proposals for janitorial services for certain City-owned facilities.

Alternatives:

As may be directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 07/17/2023

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***

Annual Contract for Gasoline and Diesel Supply

Issue:

Approval of a request to advertise for the annual supply of gasoline and diesel fuels

Background:

Periodically, the City requests bids for the supply of our annual gasoline and diesel fuels used by City fleet and equipment. The current contract, including renewals, expires on September 30, 2023.

Origination:

Equipment Maintenance Services

Financial Consideration:

Funds for the purchases of gasoline and diesel fuels were appropriated in the FY 2023-2024 draft budget. Advertising costs are estimated to be about $200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising request related to the purchase of the annual supply of gasoline and diesel fuels.

Alternatives:

As may be directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 07/17/2023
Prepared By: Kevin Winkler, Public Works Manager
Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***
Annual Two-Way Radio and Early Warning Siren Maintenance

Issue:

Approving advertising for bids that will provide the City with parts replacement, repairs, and maintenance related to in-vehicle two-way radios and the early warning siren system

Background:

The City annually contracts services for the maintenance of two-way radios installed in Police, Fire, and Public Works vehicles, as well as maintenance on the early warning siren system for Emergency Management. The current contract will expire at the end of September, 2023.

Origination:

Equipment Maintenance Services

Financial Consideration:

Purchases are made with annually budgeted funds. The cost of advertising for this contract is expected to be approximately $200.00.

Staff Recommendation:

City staff recommends that the City Council authorize staff to advertise for public bids.

Alternatives:

As may be recommended by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 07/17/2023

Prepared By: Zachary Flores, Executive Director of Public Safety

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 2

Design of the New Sherman City Hall; M. Arthur Gensler Jr. & Associates, Inc for masterplanning services associated with the northwest section of downtown and the proposed City Hall for a price not to exceed $30,000.

Issue:

To consider the approval of Change Order No. 1 with M. Arthur Gensler Jr. & Associates, Inc for the masterplanning of the New Sherman City Hall

Background:

During the FY24 budget workshop, M. Arthur Gensler Jr. & Associates, Inc presented a conceptual schematic design for a new City Hall. During conversation with the council it was asked for a plan to be brought back showing how the City Hall would transition into and with Downtown. This change order is to engage M. Arthur Gensler Jr. & Associates, Inc for masterplanning services associated with the northwest section of downtown and the proposed new City Hall.

Origination:

City Managers Office

Financial Consideration:

Change Order No.2 not to exceed $30,000.

Staff Recommendation:

Staff recommends approval of this change order

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 2

Gensler

WORK AUTHORIZATION FOR ADDITIONAL SERVICES NUMBER **2**

Project: Sherman City Hall	**Date:** 7/14/2023
Project Location: Sherman, Texas	**Project Number:** 027.8251.000
Client: City of Sherman, Texas	**File:** 1 WA **This Page** 1 of 2

Services to be performed pursuant to the Original or Master Agreement, date

Master Agreement, dated 1/17/2023

If there is no Original or Master Agreement referenced above Gensler's current Standard Terms and Conditions ("STC") shall apply. A copy of the STC is attached or available upon request.

Other References

Services not included (this list is not exhaustive)

Updated renderings or floor plans.

Fee and Basis	☒ Lump Sum of $ _29,500.00__	☒ Plus Reimbursable Expenses
	☐ Hourly	☐ Plus Consultants which are not listed as included in fee (15% adminstrative fee)
	☐ Hourly, not to exceed $ _____without prior authorization	☐ Other: _____
Date Services to Begin	☐ _7/17/2023____ (specify date)	
	☒ Immediately after Work Authorization approval	
Services projected to be completed no later than the following, if indicated	☒ __8/21/2023___ (specify date)	
	☐ _____ Working days after Work Authorization approval	

Services requested by:	Brian Nicodemus	**Date of Request:**	7/6/2023
Gensler Authorization by:	_____ Barry Hand, Principal	**Date Signed:**	
Client Authorization by:	_____ Robby Hefton, City Manager	**Date Signed:**	

Authorization is confirmed for Gensler to perform the following services:

Anticipated Schedule

7/17/2023	Anticipated NTP (WA 2 signed and approved)
7/17/2023 – 8/8/2023	Design Production
7/31/2023	Confirm updated square footage and narratives to Byrne for estimate
8/9/2023	Design Presentation I and Workshop I (In person, Sherman City Hall)
8/10/2023 – 8/14/2023	Gensler pick up Owner comments for 95% Presentation
8/14/2023	95% Presentation delivery to Owner
8/14/2023 – 8/18/2023	Final Presentation completion
8/21/2023	Council Presentation

WA 2 Scope

1. In general, these services are requested to update and refine design concepts presented in the City of Sherman Budget Workshop on 6/15/2023. Byrne Construction recommended VE options will be captured in an updated estimate. Master Planning efforts will be presented to show opportunities of how a new city hall can serve as a catalyst for the surrounding area.
2. Gensler will take the lead on putting this presentation together. It is understood that information and slides will be created by Byrne Construction as well as the City of Sherman staff to be included in the presentation.
3. Master Planning related to city hall as catalyst for this area. Exhibits will be created using color blocks to codify parcels and make recommendations for future use. The City of Sherman will provide parcel sizes and ownership information to assist in creating this graphic study.
4. Gensler will work with Byrne Construction and Owner to define square footage allowances for council chambers, culture spaces, and main corridors to update the estimate.
5. Gensler will work with Byrne Construction and Owner to identify which VE items shall move to in scope and which shall remain as potential VE options. Currently, scope shall include keeping underfloor parking level, keep green space pm west side, change structural system to steel with wood features, change glass railing to ornamental metal, and change flooring from terrazzo to polished concrete.
6. Gensler will work with Byrne Construction and Owner to identify items in the estimate related to prior “silo” design cues and revise the estimate to reflect a more unified design feature as shown on the south side of the building fronting Pecan St.
7. Presentation also shall include:
    a. Update on current City Hall space utilization (using standards, what should the square footage be?)
    b. Benefits to keeping departments and public services in one facility to avoid disjointed operations
    c. Cost comparison to adaptive reuse of Police Facilities – including abatement, ADA corrections, etc. (apply 50% rule)
    d. Updated program to show smaller square footage
    e. Byrne updated estimate
    f. City of Sherman slide addressing CM goals to build a facility where people will want to do business with the City of Sherman

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 07/17/2023

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Preview of the 2023-2024 Draft Budget

Issue:

Previewing the Draft Budget for the 2023-2024 fiscal year

Background:

The Draft Budget is a result of the Budget Workshop held on June 15th. Expenditures are largely unchanged. Revenue has been updated with more recent information. Ending reserve balances in the General and Utility Funds for FY 2024 are acceptable at 96 days in the General Fund, 79 days in the Utility Fund. The Solid Waste Fund is at 37 days. Texoma Area Solid Waste Authority is expected to distribute an amount this fall that will restore the fund to its target level. A rate increase will be considered at that time if the distribution is not sufficient to restore the fund balance.

In terms of FY2024 budget highlights, an expected increase in the property tax rate from $.469932/$100 to $.508/$100 is expected to generate about $5 million in additional revenue to fund debt service on new Certificates of Obligation and Tax Notes. Utility revenues are projected to increase due to the adoption of an inverted block rate plan whereby higher volume users pay a higher per gallon rate. Most residential users will not be affected. Average commercial users will have an increase, up to about 5.8%. The Draft Budget includes cost-of-living adjustments for all employees, and market adjustments for various City positions (including police and fire employees) to bring those pay levels up to par with peer cities. Significant capital spending for both Utility and General capital projects for FY2024 is also included in the budget, reflecting the effects of industrial and residential growth.

After the Certified Totals from the Grayson County Appraisal District are received, property taxes in the draft budget will be updated. The budget will be presented for public hearing on August 7th with final adoption considered at the August 21st City Council meeting.

Origination:

City Manager

Financial Consideration:

The proposed Draft Budget contains appropriations of $172.4 million for the 2023-2024 fiscal year.

Staff Recommendation:

If the draft meets with the Council's approval, the staff will present the draft budget for public hearing on August 7, 2023.

Alternatives:

The Council could make changes to the Draft Budget, subject to existing available financial resources, and subject to statutory requirements relating to the timing of budget adoption.

Attachments

Preview Budget 2024

City of Sherman
ALL FUNDS
2023-2024 Annual Budget

	General Fund	Enterprise Funds	Capital Improvement Funds	Special Revenue Funds	Internal Service Funds	Debt Service Funds	Trust Fund	Interfund Transfers	Totals
Beginning Fund Balance	$ 15,154,058	$ 6,871,346	$ 93,876,807	$ 775,758	$ 1,225,529	$ 982,971	$ 2,363,123	$ -	$ 121,249,592
Revenues:									
Taxes	49,596,900	-	562,023	817,000	1,940,000	10,179,730	-	-	63,095,653
Water Sales	-	16,850,000	-	-	-	-	-	-	16,850,000
Sewer Sales	-	11,920,000	-	-	-	-	-	-	11,920,000
Solid Waste Sales	-	8,012,000	-	-	-	-	-	-	8,012,000
Sales & Service	6,766,446	1,278,000	2,180,000	2,399,400	15,905,806	-	15,000	(15,945,626)	12,599,026
Intergovernmental	769,650	410,335	1,196,005	98,898	-	-	-	-	2,474,888
Interest Income	125,000	167,000	1,077,500	55,100	147,400	-	100	-	1,572,100
Miscellaneous Revenue	287,300	864,000	6,100,000	94,000	302,000	-	-	-	7,647,300
Debt Proceeds	-	-	35,468,426	-	3,532,790	-	-	-	39,001,216
Transfers In	5,224,583	1,538,092	4,200,000	-	-	1,075,000	-	(12,037,675)	-
Total Revenues	62,769,879	41,039,427	50,783,954	3,464,398	21,827,996	11,254,730	15,100	(27,983,301)	163,172,183
Total Funds Available	77,923,937	47,910,773	144,660,761	4,240,156	23,053,525	12,237,701	2,378,223	(27,983,301)	284,421,774
Expenditures:									
Personnel	40,882,490	11,172,050	-	571,440	2,448,220	-	-	-	55,074,200
Supplies	2,218,811	2,834,829	-	541,499	1,469,837	-	-	-	7,064,976
Repair & Maintenance	2,769,353	3,306,689	-	182,117	1,749,868	-	-	-	8,008,028
Utilities	1,372,690	2,291,360	-	44,800	89,150	-	-	-	3,798,000
Information Technology	1,469,120	526,250	-	11,320	62,240	-	-	(2,068,930)	-
Debt Service	-	7,311,010	-	-	2,696,705	12,074,495	-	-	22,082,210
Services & Charges	6,682,569	4,802,995	250,000	1,288,020	7,808,117	8,000	-	(6,893,000)	13,946,700
Vehicle Usage	2,618,387	2,151,547	-	41,951	-	-	-	(4,803,443)	8,441
Fleet Services & Charges	1,815,453	234,800	-	55,000	75,000	-	-	(2,180,253)	-
Capital Expenses	852,347	362,735	55,809,605	100,000	5,282,655	-	-	-	62,407,342
Transfers Out	1,000,000	5,322,119	5,243,516	427,000	45,040	-	-	(12,037,675)	-
Total Expenditures	61,681,220	40,316,384	61,303,121	3,263,147	21,726,832	12,082,495	-	(27,983,301)	172,389,897
Excess Revenues Over Expenditures	1,088,659	723,043	(10,519,167)	201,251	101,164	(827,765)	15,100	-	(9,217,714)
Ending Fund Balance	$ 16,242,717	$ 7,594,389	$ 83,357,640	$ 977,009	$ 1,326,693	$ 155,206	$ 2,378,223	$ -	$ 112,031,877

City of Sherman
GENERAL FUND
2023-2024 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 12,333,926	$ 11,837,249	$ 13,523,961	$ 15,154,058
Revenues				
Property Tax	11,932,498	12,038,400	12,663,300	14,870,400
Sales Tax	23,875,173	28,047,000	29,372,000	31,192,000
Franchise Tax	3,133,388	3,021,000	3,262,000	3,362,000
Other Taxes	177,946	164,300	181,000	172,500
Fines & Penalties	413,905	366,800	620,750	624,200
Recreation	324,484	301,000	318,500	328,500
Licenses & Permits	1,096,610	2,341,200	1,741,200	2,576,000
Rentals	14,306	11,950	6,900	1,850
Cemetery	218,179	221,600	215,600	217,600
Sales & Service	1,231,051	1,574,000	1,738,233	1,686,296
Ambulance Service	1,669,394	1,402,400	1,291,900	1,332,000
Interest Income	29,298	75,000	108,000	125,000
Grant Revenue	989,679	9,000	141,683	58,200
Intergovernmental	232,949	169,482	169,484	769,650
Miscellaneous Revenue	392,893	206,200	732,800	229,100
Total Revenues	45,731,753	49,949,332	52,563,350	57,545,296
Transfers In	3,358,139	4,249,742	4,730,974	5,224,583
Total Revenues and Transfers In	49,089,892	54,199,074	57,294,324	62,769,879
Total Funds Available	61,423,819	66,036,323	70,818,285	77,923,937
Expenditures				
Personnel	32,939,438	36,724,590	37,240,786	40,882,490
Supplies	1,971,069	2,065,205	2,013,822	2,218,811
Repair & Maintenance	1,760,563	2,737,418	2,230,052	2,769,353
Utilities	1,042,514	1,217,250	1,169,570	1,372,690
Information Technology	1,046,518	1,259,265	1,256,040	1,469,120
Services & Charges	4,135,552	5,345,178	5,489,875	6,682,569
Vehicle Usage	2,196,212	2,239,270	3,038,131	2,618,387
Capital Expenses	376,335	1,114,763	1,197,858	852,347
Fleet Services & Charges	1,021,658	1,335,781	1,333,095	1,815,453
Transfers Out	1,410,000	375,000	695,000	1,000,000
Total Expenditures	47,899,858	54,413,720	55,664,227	61,681,220
Excess Revenues over Expenditures	1,190,035	(214,646)	1,630,097	1,088,659
Ending Fund Balance	$ 13,523,961	$ 11,622,603	$ 15,154,058	$ 16,242,717

City of Sherman
ENTERPRISE FUNDS
2023-2024 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 5,944,777	$ 6,931,175	$8,403,685	$6,871,346
Revenues:				
Water Sales	16,213,774	16,411,000	16,497,000	16,850,000
Sewer Sales	8,454,411	8,835,000	9,334,000	11,920,000
Solid Waste Service	7,460,278	7,556,000	7,817,000	8,012,000
Service Charges & Penalties	792,011	780,000	800,000	795,000
Laboratory	117,729	260,430	135,000	183,000
Charges for Services	160,859	168,200	301,000	300,000
Intergovernmental	408,485	817,146	408,573	410,335
Interest Income	66,152	26,200	162,000	167,000
Miscellaneous Revenue	869,526	836,500	925,000	864,000
Transfers In	183,000	406,000	406,000	1,538,092
Total Revenues	34,726,226	36,096,476	36,785,573	41,039,427
Total Funds Available	40,671,003	43,027,651	45,189,258	47,910,773
Expenditures:				
Personnel	8,765,867	10,214,400	9,934,384	11,172,050
Supplies	1,673,170	2,176,647	2,620,908	2,834,829
Repair & Maintenance	2,291,388	2,817,515	4,073,152	3,306,689
Utilities	1,486,217	1,905,220	1,938,600	2,291,360
Information Technology	381,963	433,100	432,020	526,250
Services & Charges	3,788,479	4,339,315	4,185,602	4,802,995
Vehicle Usage	1,918,533	2,124,850	2,237,608	2,151,547
Debt Service	6,983,524	6,937,482	6,936,860	7,311,010
Fleet Services & Charges	-	-	-	-
Capital Expenses	1,437,038	1,691,741	1,650,461	597,535
Transfers Out	3,541,139	4,230,828	4,308,316	5,322,119
Total Expenditures	32,267,317	36,871,099	38,317,913	40,316,384
Excess Revenues over Expenditures	2,458,908	(774,623)	(1,532,340)	723,043
Ending Fund Balance	$ 8,403,685	$ 6,156,552	$ 6,871,346	$ 7,594,389

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2021-2022 Annual Budget

	220 General CIP City Funds	222 General CIP Bond Funds	224 Street Revolving	235 Regional Detention	250 Roadway Impact Fee #1	251 Roadway Impact Fee #2	252 Roadway Impact Fee #3	253 Roadway Impact Fee #4
Beginning Fund Balance	$ -	$ 85,454,192	$ 515,300	$ 218,410	$ 40,726	$ 740,743	$ 61,516	$ 2,688,540
Revenues:								
Interest Income	-	600,000	42,000	8,500	-	-	-	25,000
Taxes	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-
Sales & Service	-	-	-	25,000	10,000	500,000	35,000	500,000
Miscellaneous Revenue	-	6,100,000	-	-	-	-	-	-
Debt Proceeds	468,426	35,000,000	-	-	-	-	-	-
Transfers In	1,000,000	3,200,000	-	-	-	-	-	-
Total Revenues	1,468,426	44,900,000	42,000	33,500	10,000	500,000	35,000	525,000
Total Funds Available	1,468,426	130,354,192	557,300	251,910	50,726	1,240,743	96,516	3,213,540
Expenditures								
Capital Expenses	1,071,722	51,416,683	500,000	50,000	-	-	-	-
Services & Charges	-	200,000	-	-	-	-	-	-
Transfers Out	-	50,516	-	-	-	1,200,000	-	2,000,000
Total Expenditures	1,071,722	51,667,199	500,000	50,000	-	1,200,000	-	2,000,000
Excess Revenues over Expenditures	396,704	(6,767,199)	(458,000)	(16,500)	10,000	(700,000)	35,000	(1,475,000)
Ending Fund Balance	$ 396,704	$ 78,686,993	$ 57,300	$ 201,910	$ 50,726	$ 40,743	$ 96,516	$ 1,213,540

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2021-2022 Annual Budget

330 TIRZ #2 Construction	241 TIRZ #5 Construction	242 TIRZ #6 Construction	243 TIRZ #7 Construction	750 Water Impact Fee	751 Sewer Impact Fee	770 Utility CIP City Funds	777 Utility CIP GTUA	Total
$ 416,865	$ (66,754)	$ 740,918	$ (286,855)	$ 1,102,708	$ 156,076	$ 2,094,422	$ -	$ 93,876,807
40,000	2,000	35,000	1,000	24,000	-	300,000	-	1,077,500
357,653	85,381	31,036	87,953	-	-	-	-	562,023
-	81,627	30,292	84,086	-	-	-	1,000,000	1,196,005
10,000	-	-	-	750,000	350,000	-	-	2,180,000
-	-	-	-	-	-	-	-	6,100,000
-	-	-	-	-	-	-	-	35,468,426
-	-	-	-	-	-	-	-	4,200,000
407,653	169,008	96,328	173,039	774,000	350,000	300,000	1,000,000	50,783,954
824,518	102,254	837,246	(113,816)	1,876,708	506,076	2,394,422	1,000,000	144,660,761
270,000	-	-	-	-	-	1,501,200	1,000,000	55,809,605
50,000	-	-	-	-	-	-	-	250,000
200,000	289,000	226,000	178,000	800,000	300,000	-	-	5,243,516
520,000	289,000	226,000	178,000	800,000	300,000	1,501,200	1,000,000	61,303,121
(112,347)	(119,992)	(129,672)	(4,961)	(26,000)	50,000	(1,201,200)	-	(10,519,167)
$ 304,518	$ (186,746)	$ 611,246	$ (291,816)	$ 1,076,708	$ 206,076	$ 893,222	$ -	$ 83,357,640

City of Sherman
SPECIAL REVENUE FUNDS
2023-2024 Annual Budget

	420 Stormwater	430 Bel Air Public Imp District	440 E 911	450 Security & Technology	460 Hotel/ Motel	470 Drug Enforcement	480 Airport
Beginning Fund Balance	$ (269,664)	$ 195,000	$ 205,578	$ 149,826	$ 169,418	$ 126,214	$ 160,086
Revenues							
Taxes	-	-	-	-	817,000	-	-
Sales & Service	904,000	300,000	310,000	50,400	95,000	100,000	640,000
Intergovernmental	-	-	98,898	-	-	-	-
Interest Income	7,000	2,000	25,000	7,000	-	6,200	5,000
Miscellaneous Revenue	-	-	-	-	-	-	50,000
Debt Proceeds	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-
Total Revenues	911,000	302,000	433,898	57,400	912,000	106,200	695,000
Total Funds Available	641,336	497,000	639,476	207,226	1,081,418	232,414	855,086
Expenditures							
Personnel	208,230	-	108,370	-	254,840	-	-
Supplies	8,659	-	-	26,140	15,050	75,400	396,250
Repair & Maintenance	62,750	-	-	372	83,000	27,000	8,995
Utilities	790	-	-	-	31,920	-	12,090
Information Technology	5,660	-	-	-	5,660	-	-
Services & Charges	16,316	450,000	180,973	3,500	496,500	5,000	105,731
Capital Expenses	-	-	-	-	-	-	100,000
Vehicle Usage	24,808	-	-	-	8,442	-	8,700
Fleet Services & Charges	55,000	-	-	-	-	-	-
Transfers Out	273,000	-	-	45,000	109,000	-	-
Total Expenditures	655,213	450,000	289,343	75,012	1,004,412	107,400	631,766
Excess Revenues over Expenditures	255,787	(148,000)	144,555	(17,612)	(92,412)	(1,200)	63,234
Ending Fund Balance	$ (13,877)	$ 47,000	$ 350,133	$ 132,214	$ 77,005	$ 125,014	$ 223,320

City of Sherman
SPECIAL REVENUE FUNDS
2023-2024 Annual Budget

455 Parks Pride	456 Police Pride	457 Donations	Total
$ 5,654	$ 21,977	$ 11,670	$ 775,758
-	-	-	817,000
-	-	-	2,399,400
-	-	-	98,898
100	1,600	1,200	55,100
21,500	10,500	12,000	94,000
-	-	-	-
-	-	-	-
21,600	12,100	13,200	3,464,398
27,254	34,077	24,870	4,240,156
-	-	-	571,440
-	-	20,000	541,499
-	-	-	182,117
-	-	-	44,800
-	-	-	11,320
25,000	5,000	-	1,288,020
-	-	-	100,000
-	-	-	41,951
-	-	-	55,000
-	-	-	427,000
25,000	5,000	20,000	3,263,147
(3,400)	7,100	(6,800)	201,251
$ 2,254	$ 29,077	$ 4,870	$ 977,009

City of Sherman
INTERNAL SERVICE FUNDS
2023-2024 Annual Budget

	600 Insurance	630 IT	650 Equipment	660 Fleet Replacement	Total
Beginning Fund Balance	$ 354,204	$ 107,673	$ 637,294	$ 126,358	$ 1,225,529
Revenue					
Sales & Service	6,853,180	2,068,930	4,803,443	2,180,253	15,905,806
Taxes	-	-	-	1,940,000	1,940,000
Interest Income	20,000	2,400	-	125,000	147,400
Debt Proceeds	-	-	-	3,532,790	3,532,790
Miscellaneous Revenue	-	2,000	-	300,000	302,000
Total Revenue	6,873,180	2,073,330	4,803,443	8,078,043	21,827,996
Total Funds Available	7,227,384	2,181,003	5,440,737	8,204,401	23,053,525
Expenditures					
Personnel	-	1,201,760	1,246,460	-	2,448,220
Supplies	-	68,382	1,401,455	-	1,469,837
Repair & Maintenance	-	189,324	1,560,544	-	1,749,868
Utilities	-	65,970	23,180	-	89,150
Information Technology	-	-	62,240	-	62,240
Services & Charges	6,893,000	414,857	423,010	77,250	7,808,117
Debt Service	-	-	-	2,696,705	2,696,705
Fleet Services & Charges	-	-	75,000	-	75,000
Capital Expenses	-	83,600	20,000	5,179,055	5,282,655
Transfers Out	-	45,040	-	-	45,040
Total Expenditures	6,893,000	2,068,933	4,811,889	7,953,010	21,726,832
Excess Revenues over Expenditures	(19,820)	4,397	(8,446)	125,033	101,164
Ending Fund Balance	$ 334,384	$ 112,071	$ 628,848	$ 251,391	$ 1,326,693

City of Sherman
DEBT SERVICE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 58,714	$ 61,575	$ 982,971
Revenues			
Property Tax	5,804,000	6,976,388	10,179,730
Sales Tax	-	-	-
Transfers In	1,069,000	1,293,000	1,075,000
Interest Income	-	-	-
Miscellaneous Revenue	-	-	-
Total Revenues	6,873,000	8,269,388	11,254,730
Total Funds Available	6,931,714	8,330,963	12,237,701
Expenditures			
Debt Service	6,864,889	7,343,492	12,074,495
Services & Charges	5,250	4,500	8,000
Transfers Out	-	-	-
Total Expenditures	6,870,139	7,347,992	12,082,495
Excess Revenues over Expenditures	2,861	921,396	(827,765)
Ending Fund Balance	$ 61,575	$ 982,971	$ 155,206

City of Sherman
PERPETUAL CARE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 2,004,329	$ 2,348,023	$ 2,363,123
Revenues			
Sales & Service	15,924	15,000	15,000
Interest Income	327,770	100	100
Total Revenues	343,694	15,100	15,100
Total Funds Available	2,348,023	2,363,123	2,378,223
Expenditures			
Miscellaneous	-	-	-
Ending Fund Balance	$ 2,348,023	$ 2,363,123	$ 2,378,223

City of Sherman
UTILITY FUND
2023-2024 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Reserve	$ 4,638,145	$ 5,268,132	$ 6,537,172	$ 5,103,325
Revenues				
Water Sales	16,213,774	16,411,000	16,497,000	16,850,000
Sewer Sales	8,454,411	8,835,000	9,334,000	11,920,000
Laboratory	117,910	263,630	136,000	183,000
Service Charges & Penalties	670,961	655,000	675,000	670,000
Charges for Services	160,678	165,000	300,000	300,000
Interest Income	46,785	25,000	100,000	100,000
Intergovernmental	408,485	817,146	408,573	410,335
Grant Revenue	159,979	-	-	-
Miscellaneous Revenue	44,794	76,500	117,000	77,000
Total Revenues	26,277,775	27,248,276	27,567,573	30,510,335
Transfers In	183,000	406,000	406,000	1,538,092
Total Revenues and Transfers In	26,460,775	27,654,276	27,973,573	32,048,427
Total Funds Available	31,098,920	32,922,408	34,510,745	37,151,752
Expenditures				
Personnel	6,834,763	7,957,960	7,712,020	8,650,110
Supplies	1,472,257	1,858,554	2,206,257	2,399,491
Repair & Maintenance	2,228,091	2,757,607	4,012,026	3,251,968
Utilities	1,449,358	1,858,230	1,875,710	2,219,890
Information Technology	295,012	332,630	331,800	411,200
Debt Service	6,982,667	6,937,482	6,936,860	7,311,010
Services & Charges	1,592,202	1,730,879	1,511,636	1,882,797
Vehicle Usage	576,529	631,190	695,726	599,096
Fleet Services & Charges	388,457	428,072	428,072	187,800
Capital Expenses	316,412	765,492	724,212	189,735
Total Expenditures	22,135,749	25,258,096	26,434,319	27,103,098
Transfers Out	2,426,000	2,927,112	2,973,100	3,456,458
Total Expenditures and Transfers Out	24,561,749	28,185,208	29,407,419	30,559,556
Excess Revenues over Expenditures	1,899,027	(530,932)	(1,433,846)	1,488,871
Ending Reserve	$ 6,537,172	$ 4,737,200	$ 5,103,325	$ 6,592,196

City of Sherman
SOLID WASTE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 1,236,235	$ 1,663,043	$ 1,866,514	$ 1,768,021
Revenues				
Solid Waste Service	7,460,278	7,556,000	7,817,000	8,012,000
Service Charges & Penalties	121,051	125,000	125,000	125,000
Interest Income	19,368	1,200	62,000	67,000
Miscellaneous Revenue	882,440	760,000	808,000	787,000
Total Revenues	8,483,137	8,442,200	8,812,000	8,991,000
Total Funds Available	9,719,372	10,105,243	10,678,514	10,759,021
Expenditures				
Personnel	1,931,104	2,256,440	2,222,364	2,521,940
Supplies	200,912	318,093	414,651	435,338
Repair & Maintenance	63,297	59,908	61,126	54,721
Utilities	36,859	46,990	62,890	71,470
Information Technology	86,951	100,470	100,220	115,050
Services & Charges	2,344,423	2,608,436	2,673,966	2,920,197
Vehicle Usage	1,342,004	1,493,660	1,541,882	1,552,451
Capital Expenses	126,385	123,650	123,650	173,000
Fleet Services & Charges	605,784	374,527	374,527	47,000
Transfers Out	1,115,139	1,303,716	1,335,216	1,865,661
Total Expenditures	7,852,859	8,685,891	8,910,493	9,756,828
Excess Revenues over Expenditures	630,278	(243,691)	(98,493)	(765,828)
Ending Fund Balance	$ 1,866,514	$ 1,419,352	$ 1,768,021	$ 1,002,193

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds
2022-2023 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ -	$ -	$ -	$ -
Revenues				
Transfers In	-	-	-	1,000,000
Intergovernmental	-	-	-	-
Grant Revenue	-	-	-	-
Interest Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	-	-	-	468,426
Total Revenues	-	-	-	1,468,426
Total Funds Available	-	-	-	1,468,426
Expenditures				
Capital Expenses	-	-	-	1,071,722
Services & Charges				
Transfers Out	-	-	-	-
Total Expenditures	-	-	-	1,071,722
Excess Revenues over Expenditures	-	-	-	396,704
Ending Fund Balance	$ -	$ -	$ -	$ 396,704

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds

	Actual 2021-2022	Total Project Budget	Project-to-Date 6/6/2023	Proposed 2023-2024
Other				
Projects				
Airport Pavement Maintenance-City				
(1) match	$ -	$ 182,500	$ -	$ 182,500
(1) Land Sale at W. Travis & FM 1417	1,947	-	8,125	-
(1) Energov Implementation	-	-	-	328,000
(1) Watchguard Video Evidence	-	-	-	92,796
(2) Handgun replacements	-	-	-	66,699
(2) Rifle replacements	-	-	-	161,727
(2) Rubrik Backup Device	-	-	-	150,000
(2) IT Storage	-	-	-	90,000
Total	1,947	182,500	8,125	1,071,722
Funding Sources				
(1) General Fund transfers/Land sales	-	182,500	-	182,500
(2) Tax Notes	-	-	-	-
Total Expenditures	$ 1,322,037	$ 4,941,918	$ 3,610,861	$ 1,071,722

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds
2022-2023 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 36,395,135	$ 21,689,968	$ 20,039,756	$85,454,192
Revenues				
Transfers In	1,269,000	375,000	434,878	3,200,000
Intergovernmental	-	-	-	-
Grant Revenue	65,008	-	-	4,600,000
Interest Income	146,108	50,000	600,000	600,000
Miscellaneous Revenue	316,215	-	-	1,500,000
Debt Proceeds	334,000	39,045,000	77,747,250	35,000,000
Total Revenues	2,130,332	39,470,000	78,782,128	44,900,000
Total Funds Available	38,525,467	61,159,968	98,821,884	130,354,192
Expenditures				
Capital Expenses	18,485,711	58,017,862	13,142,778	51,416,683
Services & Charges	-	-	-	200,000
Transfers Out	-	224,914	224,914	50,516
Total Expenditures	18,485,711	58,242,776	13,367,692	51,667,199
Excess Revenues over Expenditures	(16,355,379)	(18,772,776)	65,414,436	(6,767,199)
Ending Fund Balance	$ 20,039,756	$ 2,917,192	$ 85,454,192	$78,686,993

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds

	Actual 2021-2022	Total Budget	Project-to-Date 6/6/2023	Proposed 2023-2024
Transportation				
Projects				
(1) Taylor St Extension Eng & ROW/McGee St Ext	$ 1,209,389	$ 2,500,000	$ 2,643,547	$ -
(1) FM 1417 (82 to 56) Eng, ROW & Match	18,824	5,400,000	5,385,898	-
(1) Travis St West	-	9,600,000	9,746,421	-
(1) Lamberth Rd Thoroughfare	289,141	800,000	720,711	-
(1) Friendship ROW 56 to Lamberth	188,378	1,400,000	947,918	-
(1) Park Ave Realignment	165,701	2,000,000	2,105,391	-
(1) Ramp Reversal Northbound 75 at FM 1417	-	2,500,000	2,523,963	-
(1) TxDOT 1417 & W. Travis Intersection	1,040	1,950,000	1,957,444	-
(1) Flanary Rd and Progress Rd Engineering	-	200,000	182,571	-
(1) Moore Street	2,872,102	9,900,000	5,931,063	2,200,000
(1) Steeplechase Dr Extension	-	500,000	120,894	-
(1) Hilre Drive Extension	246,742	500,000	449,406	-
(1) FM 1417 design/ROW - SH 56 to W. Travis	73,594	3,600,000	383,613	-
(1) Shepherd Dr	260,092	12,000,000	811,664	3,070,000
(1) Bel Air Blvd Ph II/Beach Club/London Ln	-	9,000,000	458,109	5,600,000
(1) Major Street Rebuilds	-	1,500,000	-	-
(2) Flanary Rd Alignment Study	135,259	254,185	248,789	-
(1) Sherman St Improvements	-	1,200,000	112,956	-
(2) Progress Drive	-	4,300,000	-	2,200,000
(2) Flanary Road	-	5,400,000	-	900,000
(1) Hospital Road Construction	-	750,000	-	-
(1) OB Groner - west of FM 1417 Design	-	1,500,000	-	1,000,000
(1) FM 1417 Design/ROW - Hwy 75 to RR	-	550,000	-	-
(1) Blanton St Drainage-Birge to McGee	-	500,000	-	-
(1) CIP Crew	-	600,000	-	-
(1) Center St Bridge at Post Oak Creek	-	750,000	-	-
(1) Bridges-Center/McGee/Travis	584,921	1,500,000	788,360	-
(1) McGee St Bridge	-	150,000	-	-
(1) Lamberth & Friendship-Shady Oaks thur Hickory Hill		8,100,000	133,700	3,500,000
(1) FM 1417 signal at Bel Air Blvd Design	-	500,000	-	-
(1) Heritage Ranch Ramps -Eng	-	-	-	1,000,000
(1) Right-of-Way Agent	-	-	-	50,516
(2) North-South Road	-	-	-	700,000
Total	6,045,184	89,404,185	35,652,417	20,220,516
Funding Sources				
(1) Certificates of Obligation		79,450,000		16,420,516
(2) Certificates of Obligation - SEDCO participation		9,954,185		3,800,000
Total		89,404,185		20,220,516
Parks and Recreation				
Projects				
(1) Asphalt Pump Track at Binkley Park	-	350,000	-	-
(1) Ballfield and Trail Lighting at PGW	-	1,350,000	21,240	-
(1) Design "Shark Tooth Park"	-	150,000	-	-
(1) Electrical at PGW	-	175,000	-	-
(1) Master Plan Trail Construction	-	750,000	4,383	-
(1) Northcreek Subdivision Park	-	500,000	-	-
(1) Restroom and Concession at Fairview Park	-	500,000	-	-
(1) Trail Lighting and Restroom and PGE	-	650,000	-	-
(3) Potential grant-funded Southwest Trail	-	-	-	4,596,934
(1) Potential grant-funded Southwest Trail-match	-	-	-	1,149,233
(1) Creek Erosion at Westhill Cemetery	-	-	-	1,000,000
(1) PGE Inclusive playground and parking	-	-	-	800,000
(1) Fairview Tennis Court resurface/fence/lighting	-	-	-	100,000
(1) Baker Park Fishing Pier	-	-	-	700,000
(1) OSP Lighting - Phase I	-	-	-	1,500,000
(1) PGW Splash Pad	-	-	-	1,000,000
(1) Fairview Park playground	-	-	-	1,500,000

	Actual 2021-2022	Total Budget	Project-to-Date 6/6/2023	Proposed 2023-2024
(1) Hawn Park playground	-	-	-	1,000,000
(1) Hawn Park Pavilion	-	-	-	200,000
(1) Fairview Park Large Pavilion	-	-	-	200,000
(1) Hawn Park Splash Pad	-	-	-	800,000
(1) Turf Athletic Field	-	-	-	2,000,000
(1) Herman Baker Park Disc Golf	-	-	-	100,000
(1) Fairview Softball Fields Lighting	-	-	-	800,000
Total	-	4,425,000	25,623	17,446,167
Funding Sources				
(1) Certificates of Obligation		4,425,000		12,849,233
(3) Grant		-		4,596,934
Total		4,425,000		17,446,167
Facilities				
Projects				
(1) City Hall Design, land purchase, site work		7,000,000	73,677	5,000,000
Total		7,000,000	73,677	5,000,000
Funding Sources				
(1) Certificates of Obligation		7,000,000		-
Public Safety				
Projects				
(1) New police HQ - Construction	11,118,489	17,700,000	17,620,863	-
(1) Combine Fire Sta. 1 & 2	-	7,000,000	62,003	5,000,000
(1) Public Safety Training Facility Design	-	250,000	-	
(1) Station #4 Concrete Rebuild	-	-	-	250,000
(1) Public Safety Trunking System	-	-	-	3,000,000
Total	11,118,489	24,950,000		8,250,000
Funding Sources				
(1) Certificates of Obligation		24,950,000		8,250,000
Drainage				
Projects				
(1) Hills of Sherman Detention	-	-	-	500,000
Total	-	-	-	500,000
Funding Sources				
(1) Certificates of Obligation		-		500,000
Total Expenditures	$ 17,163,674	$ 125,779,185	$ 35,751,717	$ 51,416,683

City of Sherman
UTILITY IMPROVEMENT FUND - City Funds
2022-2023 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Requested 2023-2024
Beginning Fund Balance	$ 542,759	$ 2,560,075	$ 1,492,902	$ 2,094,422
Revenues				
Transfers In	-	1,600,000	1,600,000	-
Intergovernmental	404,005	-	803,695	-
Grant Revenue	3,174,158	1,843,000	3,960,969	-
Interest Income	26,524	10,000	300,000	300,000
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	-	-	-	-
Total Revenues	3,604,686	3,453,000	6,664,664	300,000
Total Funds Available	4,147,445	6,013,075	8,157,565	2,394,422
Expenditures				
Capital Expenses	22,058	4,996,659	6,063,143	1,501,200
Transfers Out	2,632,485	-	-	-
Total Expenditures	2,654,543	4,996,659	6,063,143	1,501,200
Excess Revenues over Expenditures	950,143	(1,543,659)	601,521	(1,201,200)
Ending Fund Balance	$ 1,492,902	$ 1,016,416	$ 2,094,422	$ 893,222

City of Sherman
UTILITY IMPROVEMENT FUND - City Funds

	Actual 2021-2022	Total Budget	Project-to-date 6/6/2023	Proposed 2023-2024
Projects				
(1) Annual line replacements	$ -	$ 238,000	$ 211,200	$ -
(1) Arapaho Sewer	207,648	210,000	208,946	-
(1) AWIA Security Upgrades @ WTP	-	200,000	22,104	-
(1) Brine Line Phase II Engineering (City Funds)	17,871	80,000	66,753	-
(2) Ida Road ground storage tank repair	-	1,000,000	1,120,050	-
(1) Lead & Copper Rule Revision	-	-	582,934	-
(1) Lift Station Flow Metering & SCADA	-	60,000	-	-
(1) Modular Office-Water Quality	-	203,000	194,775	-
(1) Primary Clarifier #1 Rehab Engineering	9,419	83,000	305,820	-
(2) Replace Texoma Pkwy 12" water line	626,193	1,920,474	1,823,320	-
(1) Texoma Pkwy 12" main engineering	18,683	162,457	161,337	-
(1) Upgrade High Country Estates water system	-	120,000	58,611	70,000
(1) Utility oversizing/annual replacements	2,965	200,000	2,965	250,000
(1) Water and Wastewater oversizing and Repairs		250,000	361,504	-
(2) WTP Backup Generator Construction	100	1,640,000	1,469,469	-
(2) WTP Land purchase (Escrow)	35,000	35,000	35,000	-
(2) WTP Land purchase	2,513,422	3,725,636	3,723,305	-
(1) Downtown Sewer Line Replacements Study	-	184,410	136,410	-
(1) WWTP Fencing/Gate Repairs	5,532	75,000	16,452	-
(1) WWTP Sludge Thickener Replacement	27,795	274,000	550,515	-
(1) Aerial Pipe Crossing by Center St	-	342,500	338,450	-
(1) Increase 6" water line to 12" line across SH 289	-	-	-	82,700
(1) Water line across US 75 to stabilize EST levels	-	-	-	73,500
(1) Abandon Preston Club WWTP & lift stations	-	-	-	175,000
(1) Remove Build-up in WTP sludge ponds	-	-	-	400,000
(1) Abandon S. Crockett lift station for gravity sewer	-	-	-	150,000
(1) Conduct City lift station assessment				300,000
(1) High Country Estates Water	956	171,620	-	-
(1) Fairview Ground Storage Balance Line	-	170,000	-	-
Total	$ 3,465,582	$ 11,345,097	$ 11,389,919	$ 1,501,200
Funding Sources				
(1) Utility Fund Transfer/Reserves		$ 3,023,987		$ 1,501,200
(2) Grant-funded		8,321,110		-
		$ 11,345,097		$ 1,501,200

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds
2022-2023 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Requested 2023-2024
Beginning Fund Balance	$ -	$ -	$ -	$ -
Revenues				
Transfers In	-	-	-	-
Intergovernmental	-	-	-	1,000,000
Grant Revenue	-	-	-	-
Interest Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	-	-	-	-
Total Revenues	-	-	-	1,000,000
Total Funds Available	-	-	-	1,000,000
Expenditures				
Capital Expenses	-	-	-	1,000,000
Transfers Out	-	-	-	-
Total Expenditures	-	-	-	1,000,000
Excess Revenues over Expenditures	-	-	-	-
Ending Fund Balance	$ -	$ -	$ -	$ -

This fund accounts for expenses paid by the City and are reimbursed by the Greater Texoma Utility Authority (GTUA). The City's utility projects are funded by debt issued by GTUA with the City making contractually obligated payment to GTUA to fund debt service. GTUA makes substantially all project payments with the City making various miscellaneous payment due to the nature of the payment.

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds

	Actual 2021-2022	Total Budget	Total Project-to-date	Proposed 2023-2024
Projects				
Security Upgrades at WWTP	-	100,000	-	-
Northwest Sewer	-	3,000,000	2,599,811	-
Preston Club Water Line	1,333	118,000	69,414	-
Aeration Basin Upgrade & Biological Clarifier Rehab	-	6,440,000	5,498,890	-
WTP Concentrate Discharge (Brine Line)	-	3,000,000	204,418	7,422,000
WWTP Control Building Expansion	-	1,362,000	1,289,808	-
WWTP Equalization basin blower bldg	-	1,000,000	111,486	-
Texoma Pkwy sewer overflow relief	13,375	230,000	185,319	-
Moore St Sewer (through Munson Dev) (SISD $400m)	-	400,000	278,533	-
Bel Air Phase Legacy Waterline	-	2,500,000	602,574	2,220,000
Laboratory Expansion	-	3,200,000	99,471	-
WTP & Lake Texoma Backup Generator Eng & Switchgear/ATS	47,648	500,000	476,820	500,000
AWIA Security Upgrades Construction		100,000	13,865	-
WWTP Backup Generator, Switchgear & Electrical	22,400	112,000	112,000	-
Refurbish flocculation/sedimentation basin at WTP	27,471	30,000	27,471	-
Shepherd Utilities	30,950	594,970	25,017	-
Southside Industrial Sewer Replacement	8,826	5,750,000	265,429	1,350,000
SE Sewer Line-Rosedale to First	-	1,000,000	99,805	-
Wastewater Master Plan		600,000	489,209	-
Water Master Plan		300,000	210,941	-
Lake Texoma Pump Station 25MGD #1	-	5,100,000	678,869	9,200,000
Shepherd EST	-	400,000	178,586	17,000,000
Replace inverted siphon sewer line	-	65,000	-	500,000
Lake Texoma Pipeline Forensic Investigation		50,000	-	-
Lake Texoma Pipeline Leak Repair		100,000	94,856	-
Rex Cruz EST Rehab	-	495,000	14,211	-
WTP Vulnerability Assessment	4,493	200,000	-	-
Post Oak Creek Sanitary Sewer Improvements	-	600,000	364,300	5,091,000
Lake Texoma Pump Station Electrical Upgrade		-	99,854	5,200,000
5 MGD WTP North Exp (UF/RO)	-	11,000,000	-	4,500,000
Reservoir Pump Station	-	800,000	-	31,400,000
36" Water Line west to WTP	-	58,000,000	3,244,390	23,000,000
15 MGD WTP South	-	-	-	14,300,000
Engineering Management	-	-	2,879,579	9,255,000
Pre-procurement for water projects/ROW	-	2,428,869	1,635,652	-
Downtown Sewer Improvements		3,000,000	106,050	-
Lead & Copper Rule Revision	-	671,000	24,201	-
WWTP Electrical System Switchgear, ATS, Generator	-	6,410,000	277,457	9,271,208
Emergency Backup Generator at LTPS	-	1,600,000	-	-
Heritage Ranch Sewer	-	500,000	-	-
Upsize Sewer W of Industrial Park (Post Oak Rd)	-	570,000	-	-
Post Oak WWTP Exp Feasibility Study	-	2,075,000	998,342	11,400,000
Hickory Hill Utility Improvements	-	312,000	266,013	1,820,000
Brine Disposal Line	-	78,400	78,400	-
Brine Disposal Line	-	1,050,000	324,878	-
15 MGD WTP, EDR to UF/RO Conversion (Eng)	-	7,200,000	1,501,028	7,040,000
Crossroads Sewer for Hospital	-	1,200,000	-	-
Ida Road GST Rehab Engineering	-	73,592	73,592	-
Post Oak WWTP Industrial Expansion	-	-	-	155,000,000
Rehab WTP EDR	-	-	-	20,000,000
Total	$ 156,496	$ 134,315,831	$ 25,500,537	$ 335,469,208

City of Sherman
STREET REVOLVING FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 461,770	$ 473,300	$ 515,300
Revenues			
Sales & Service	-	-	-
Interest Income	11,530	42,000	42,000
Total Revenues	11,530	42,000	42,000
Total Funds Available	473,300	515,300	557,300
Expenditures			
Capital Expenses	-	-	500,000
Total Expenditures	-	-	500,000
Excess Revenues over Expenditures	11,530	42,000	(458,000)
Ending Fund Balance	$ 473,300	$ 515,300	$ 57,300

City of Sherman
TIRZ #2 CONSTRUCTION FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 528,688	$ 640,372	$ 416,865
Revenues			
Property Tax	194,189	286,493	357,653
Rentals	-	-	10,000
Interest Income	13,585	40,000	40,000
Total Revenues	207,774	326,493	407,653
Total Funds Available	736,462	966,865	824,518
Expenditures:			
Services & Charges	-	50,000	50,000
Capital Expenses	96,091	300,000	270,000
Transfers Out	-	200,000	200,000
Total Expenditures	96,091	550,000	520,000
Excess Revenues over Expenditures	111,684	(223,507)	(112,347)
Ending Fund Balance	$ 640,372	$ 416,865	$ 304,518

City of Sherman
TIRZ #3 CONSTRUCTION FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 15,478	$ 5,999	$ -
Revenues			
Property Tax	190,397	237,502	-
Interest Income	124	5,100	-
Total Revenues	190,521	242,602	-
Total Funds Available	205,999	248,601	-
Expenditures			
Capital Expenses	200,000	-	-
Transfers Out	-	248,601	-
Total Expenditures	200,000	248,601	-
Excess Revenues over Expenditures	(9,479)	(5,999)	-
Ending Fund Balance	$ 5,999	$ -	$ -

City of Sherman
REGIONAL DETENTION FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 382,841	$ 269,788	$ 218,410
Revenues			
Sales & Service	-	-	25,000
Interest Income	5,947	8,500	8,500
Total Revenues	5,947	8,500	33,500
Total Funds Available	388,788	278,288	251,910
Expenditures			
Capital Expenses	-	-	50,000
Transfers Out	119,000	59,878	-
Total Expenditures	119,000	59,878	50,000
Excess Revenues over Expenditures	(113,053)	(51,378)	(16,500)
Ending Fund Balance	$ 269,788	$ 218,410	$ 201,910

City of Sherman
TIRZ #5 CONSTRUCTION FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 208,201	$ 62,236	$ (66,754)
Revenues			
Property Tax	70,665	80,321	85,381
Intergovernmental	67,645	76,789	81,627
Interest Income	4,726	2,100	2,000
Total Revenues	143,035	159,210	169,008
Total Funds Available	351,236	221,446	102,254
Expenditures			
Capital Expenses	-	-	-
Transfers Out	289,000	288,200	289,000
Total Expenditures	289,000	288,200	289,000
Excess Revenues over Expenditures	(145,965)	(128,990)	(119,992)
Ending Fund Balance	$ 62,236	$ (66,754)	$ (186,746)

City of Sherman
TIRZ #6 CONSTRUCTION FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 1,032,953	$ 871,795	$ 740,918
Revenues			
Property Tax	28,319	29,408	31,036
Intergovernmental	27,109	28,115	30,292
Interest Income	9,414	37,000	35,000
Total Revenues	64,842	94,523	96,328
Total Funds Available	1,097,795	966,318	837,246
Expenditures			
Capital Expenses	-	-	-
Transfers Out	226,000	225,400	226,000
Total Expenditures	226,000	225,400	226,000
Excess Revenues over Expenditures	(161,158)	(130,877)	(129,672)
Ending Fund Balance	$ 871,795	$ 740,918	$ 611,246

City of Sherman
TIRZ #7 CONSTRUCTION FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ (103,240)	$ (200,128)	$ (286,855)
Revenues			
Property Tax	41,318	45,640	87,953
Intergovernmental	39,552	43,633	84,086
Interest Income	242	1,400	1,000
Transfers In	-	-	-
Total Revenues	81,112	90,673	173,039
Total Funds Available	(22,128)	(109,455)	(113,816)
Expenditures			
Capital Expenses	-	-	-
Transfers Out	178,000	177,400	178,000
Total Expenditures	178,000	177,400	178,000
Excess Revenues over Expenditures	(96,888)	(86,727)	(4,961)
Ending Fund Balance	$ (200,128)	$ (286,855)	$ (291,816)

City of Sherman
TIRZ #7 CONSTRUCTION FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ (103,240)	$ (200,128)	$ (286,855)
Revenues			
Property Tax	41,318	45,640	87,953
Intergovernmental	39,552	43,633	84,086
Interest Income	242	1,400	1,000
Transfers In	-	-	-
Total Revenues	81,112	90,673	173,039
Total Funds Available	(22,128)	(109,455)	(113,816)
Expenditures			
Capital Expenses	-	-	-
Transfers Out	178,000	177,400	178,000
Total Expenditures	178,000	177,400	178,000
Excess Revenues over Expenditures	(96,888)	(86,727)	(4,961)
Ending Fund Balance	$ (200,128)	$ (286,855)	$ (291,816)

City of Sherman
ROADWAY IMPACT FEES ZONE #1
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ -	$ 5,726	$ 40,726
Revenues			
Interest Income	-	-	-
Sales & Service	5,726	35,000	10,000
Total Revenues	5,726	35,000	10,000
Total Funds Available	5,726	40,726	50,726
Expenditures			
Capital Expenses			
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	5,726	35,000	10,000
Ending Fund Balance	$ 5,726	$ 40,726	$ 50,726

City of Sherman
ROADWAY IMPACT FEES ZONE #2
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ -	$ 90,743	$ 740,743
Revenues			
Interest Income	-	-	-
Sales & Service	90,743	650,000	500,000
Total Revenues	90,743	650,000	500,000
Total Funds Available	90,743	740,743	1,240,743
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	1,200,000
Total Expenditures	-	-	1,200,000
Excess Revenues over Expenditures	90,743	650,000	(700,000)
Ending Fund Balance	$ 90,743	$ 740,743	$ 40,743

City of Sherman
ROADWAY IMPACT FEES ZONE #3
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 1,056	$ 26,516	$ 61,516
Revenues			
Interest Income	-	-	-
Sales & Service	25,460	35,000	35,000
Total Revenues	25,460	35,000	35,000
Total Funds Available	26,516	61,516	96,516
Expenditures			
Capital Expenses			
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	25,460	35,000	35,000
Ending Fund Balance	$ 26,516	$ 61,516	$ 96,516

City of Sherman
ROADWAY IMPACT FEES ZONE #4
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ -	$ 2,106,540	$ 2,688,540
Revenues			
Interest Income	-	22,000	25,000
Sales & Service	2,106,540	560,000	500,000
Total Revenues	2,106,540	582,000	525,000
Total Funds Available	2,106,540	2,688,540	3,213,540
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	2,000,000
Total Expenditures	-	-	2,000,000
Excess Revenues over Expenditures	2,106,540	582,000	(1,475,000)
Ending Fund Balance	$ 2,106,540	$ 2,688,540	$ 1,213,540

City of Sherman
WATER IMPACT FEES
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ -	$ 703,708	$ 1,102,708
Revenues			
Interest Income	-	24,000	24,000
Charges for Services	703,708	1,375,000	750,000
Total Revenues	703,708	1,399,000	774,000
Total Funds Available	703,708	2,102,708	1,876,708
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	1,000,000	800,000
Total Expenditures	-	1,000,000	800,000
Excess Revenues over Expenditures	703,708	399,000	(26,000)
Ending Fund Balance	$ 703,708	$ 1,102,708	$ 1,076,708

City of Sherman
SEWER IMPACT FEES
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ -	$ 356,076	$ 156,076
Revenues			
Interest Income	-	-	-
Charges for Services	356,076	400,000	350,000
Total Revenues	356,076	400,000	350,000
Total Funds Available	356,076	756,076	506,076
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	600,000	300,000
Total Expenditures	-	600,000	300,000
Excess Revenues over Expenditures	356,076	(200,000)	50,000
Ending Fund Balance	$ 356,076	$ 156,076	$ 206,076

City of Sherman
TIRZ #1 DEBT SERVICE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 377,204	$ 389,106	$ -
Revenues			
Property Tax	321,717	348,415	-
Interest Income	11,799	26,000	-
Total Revenues	333,516	374,415	-
Total Funds Available	710,720	763,521	-
Expenditures			
Debt Service	321,414	323,378	-
Services & Charges	200	-	-
Transfers Out	-	440,143	-
Total Expenditures	321,614	763,521	-
Excess Revenues over Expenditures	11,902	(389,106)	-
Ending Fund Balance	$ 389,106	$ -	$ -

City of Sherman
STORMWATER FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 1,524,698	$ 149,170	$ (269,664)
Revenues			
Sales & Service	450,795	452,000	904,000
Fines & Penalties	-	-	-
Grant Revenue	1,718	-	-
Interest Income	11,525	7,000	7,000
Total Revenues	464,038	459,000	911,000
Total Funds Available	1,988,736	608,170	641,336
Expenditures			
Personnel	61,798	107,525	208,230
Supplies	1,462	4,109	8,659
Repair & Maintenance	55,980	62,750	62,750
Utilities	-	-	790
Information Technology	3,105	1,730	5,660
Services & Charges	-	3,540	16,316
Capital Expenses	1,440,688	416,582	55,000
Vehicle Usage	7,533	7,597	24,808
Transfers Out	269,000	274,000	273,000
Fleet Services & Charges	-	-	-
Total Expenditures	1,839,567	877,834	655,213
Excess Revenues over Expenditures	(1,375,528)	(418,834)	255,787
Ending Fund Balance	$ 149,170	$ (269,664)	$ (13,877)

City of Sherman
BEL AIR PUBLIC IMPROVEMENT DISTRICT
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ -	$ -	$ 195,000
Revenues			
Sales & Service	-	195,000	300,000
Interest Income	-	-	2,000
Total Revenues	-	195,000	302,000
Total Funds Available	-	195,000	497,000
Expenditures			
Services & Charges	-	-	450,000
Total Expenditures	-	-	450,000
Excess Revenues over Expenditures	-	195,000	(148,000)
Ending Fund Balance	$ -	$ 195,000	$ 47,000

City of Sherman
EMERGENCY 9-1-1 FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 437,935	$ 521,640	$ 205,578
Revenues			
Sales & Service	308,553	310,000	310,000
Grant Revenue	-	98,898	98,898
Interest Income	9,226	23,000	25,000
Total Revenues	317,779	431,898	433,898
Total Funds Available	755,714	953,537	639,476
Expenditures			
Personnel	108,300	108,040	108,370
Supplies	-	-	-
Repair & Maintenance	-	-	-
Services & Charges	63,274	176,744	180,973
Capital Expenses	62,500	463,175	-
Total Expenditures	234,074	747,959	289,343
Excess Revenues over Expenditures	83,705	(316,061)	144,555
Ending Fund Balance	$ 521,640	$ 205,578	$ 350,133

City of Sherman
COURT SECURITY & TECHNOLOGY FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 62,113	$ 92,926	$ 149,826
Revenues			
Fines & Penalties	36,022	51,900	50,400
Interest Income	1,636	7,000	7,000
Total Revenues	37,658	58,900	57,400
Total Funds Available	99,771	151,826	207,226
Expenditures			
Supplies	6,229	-	26,140
Repair & Maintenance	602	-	372
Services & Charges	14	2,000	3,500
Capital Expenses	-	-	-
Transfers Out	-	-	45,000
Total Expenditures	6,845	2,000	75,012
Excess Revenues over Expenditures	30,813	56,900	(17,612)
Ending Fund Balance	$ 92,926	$ 149,826	$ 132,214

City of Sherman
PARKS PRIDE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 17,786	$ (15,971)	$ 5,654
Revenues			
Miscellaneous Revenue	22,226	21,625	21,500
Interest Income	165	-	100
Total Revenues	22,391	21,625	21,600
Total Funds Available	40,177	5,654	27,254
Expenditures			
Services & Charges	991	-	25,000
Capital Expenses	55,158	-	-
Total Expenditures	56,149	-	25,000
Excess Revenues over Expenditures	(33,757)	21,625	(3,400)
Ending Fund Balance	$ (15,971)	$ 5,654	$ 2,254

City of Sherman
POLICE PRIDE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 16,648	$ 22,977	$ 21,977
Revenues			
Miscellaneous Revenue	10,372	18,000	10,500
Interest Income	453	1,600	1,600
Total Revenues	10,825	19,600	12,100
Total Funds Available	27,473	42,577	34,077
Expenditures			
Supplies	-	-	-
Services & Charges	4,495	2,600	5,000
Capital Expenses	-	18,000	-
Total Expenditures	4,495	20,600	5,000
Excess Revenues over Expenditures	6,329	(1,000)	7,100
Ending Fund Balance	$ 22,977	$ 21,977	$ 29,077

City of Sherman
DONATIONS FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 7,997	$ 18,470	$ 11,670
Revenues			
Miscellaneous Revenue	11,987	12,000	12,000
Interest Income	279	1,200	1,200
Total Revenues	12,266	13,200	13,200
Total Funds Available	20,263	31,670	24,870
Expenditures			
Supplies	1,793	20,000	20,000
Excess Revenues over Expenditures	10,473	(6,800)	(6,800)
Ending Fund Balance	$ 18,470	$ 11,670	$ 4,870

City of Sherman
HOTEL/MOTEL TAX FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 8,755	$ 115,806	$ 169,418
Revenues			
Hotel-Motel Taxes	730,529	781,030	817,000
Fines & Penalties	-	-	-
Miscellaneous Revenue	4,600	-	-
Interest Income	469	1,000	-
Sales & Service	63,275	60,000	60,000
Rentals	22,550	35,000	35,000
Grant Revenue	5,886	-	-
Transfers In	260,000	100,000	-
Total Revenues	1,087,309	977,030	912,000
Total Funds Available	1,096,064	1,092,836	1,081,418
Expenditures			
Personnel	232,018	245,990	254,840
Supplies	15,546	21,530	15,050
Repair & Maintenance	11,147	30,000	83,000
Utilities	24,361	25,710	31,920
Information Technology	13,974	15,560	5,660
Services & Charges	545,677	465,500	496,500
Vehicle Usage	-	10,128	8,442
Capital Expenses	30,535	-	-
Transfers Out	107,000	109,000	109,000
Total Expenditures	980,258	923,418	1,004,412
Excess Revenues over Expenditures	107,051	53,612	(92,412)
Ending Fund Balance	$ 115,806	$ 169,418	$ 77,005

City of Sherman
DRUG ENFORCEMENT FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 215,819	$ 263,014	$ 126,214
Revenues			
Fines & Penalties	55,772	50,000	100,000
Interest Income	1,272	6,200	6,200
Miscellaneous Revenue	5,776	6,000	-
Total Revenues	62,820	62,200	106,200
Total Funds Available	278,639	325,214	232,414
Expenditures			
Supplies	4,843	19,000	75,400
Repair & Maintenance	-	-	27,000
Services & Charges	13	-	5,000
Capital Expenses	10,769	180,000	-
Fleet Services & Charges	-	-	-
Total Expenditures	15,625	199,000	107,400
Excess Revenues over Expenditures	47,195	(136,800)	(1,200)
Ending Fund Balance	$ 263,014	$ 126,214	$ 125,014

City of Sherman
MUNICIPAL AIRPORT FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 58,747	$ 104,752	$ 160,086
Revenues			
Interest Income	2,746	6,000	5,000
Rentals	139,174	140,000	140,000
Sales & Service	526,278	500,000	500,000
Grant Revenue	50,000	25,000	50,000
Miscellaneous Revenue	20,061	2,309	-
Total Revenues	738,259	673,309	695,000
Total Funds Available	797,006	778,061	- 855,086
Expenditures			
Supplies	482,945	396,200	396,250
Repair & Maintenance	26,283	6,995	8,995
Services & Charges	105,490	104,240	105,731
Utilities	8,845	10,540	12,090
Vehicle Usage	-	-	8,700
Capital Expenses	68,691	100,000	100,000
Total Expenditures	692,254	617,975	631,766
Excess Revenues over Expenditures	46,005	55,334	63,234
Ending Fund Balance	$ 104,752	$ 160,086	$ 223,320

City of Sherman
EMPLOYEE INSURANCE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 511,656	$ 374,093	$ 503,954	$ 354,204
Revenues				
Employer Contributions	3,819,919	4,847,750	4,738,550	5,511,680
Employee Contributions	922,969	975,000	1,055,000	1,160,500
Retiree Contributions	196,221	200,000	180,000	180,000
COBRA Contributions	5,114	2,000	700	1,000
Miscellaneous Revenue	-	-	-	-
Interest Income	19,739	2,500	80,000	20,000
Transfers In	-	-	300,000	-
Total Revenues	4,963,962	6,027,250	6,354,250	6,873,180
Total Funds Available	5,475,618	6,401,343	6,858,204	7,227,384
Expenditures				
Health Insurance Claims	4,011,818	4,929,000	5,350,000	5,500,000
Administration & Premiums	917,800	1,233,000	1,100,000	1,336,000
Life Insurance Premiums	42,047	43,000	54,000	57,000
Transfers Out	-	-	-	-
Total Expenditures	4,971,664	6,205,000	6,504,000	6,893,000
Excess Revenues over Expenditures	(7,702)	(177,750)	(149,750)	(19,820)
Ending Fund Balance	$ 503,954	$ 196,343	$ 354,204	$ 334,384

City of Sherman
INFORMATION TECHNOLOGY FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 313,985	$ 105,791	$ 107,673
Revenues			
Technology Services:			
General Fund	1,046,518	1,256,040	1,469,120
Stormwater	3,105	1,730	5,660
Tourism	13,974	15,560	5,660
Equipment Services Fund	46,581	60,480	62,240
Utility Fund	295,012	331,800	411,200
Solid Waste Fund	86,951	100,220	115,050
Interest Income	1,243	2,400	2,400
Grant Revenue	15,037	-	-
Miscellaneous Revenue	1,297	2,000	2,000
Total Revenues	1,509,719	1,770,230	2,073,330
Total Funds Available	1,823,704	1,876,021	2,181,003
Expenditures			
Personnel	870,645	918,642	1,201,760
Supplies	53,293	83,670	68,382
Repair & Maintenance	178,436	173,153	189,324
Utilities	42,086	53,830	65,970
Services & Charges	439,716	328,018	414,857
Capital Expenses	133,737	204,034	83,600
Transfers Out	-	7,000	45,040
Total Expenditures	1,717,913	1,768,348	2,068,933
Excess Revenues over Expenditures	(208,194)	1,882	4,397
Ending Fund Balance	$ 105,791	$ 107,673	$ 112,071

City of Sherman
EQUIPMENT SERVICES FUND
2023-2024 Annual Budget

	Actual 2021-2022	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ (269,004)	$ (20,529)	$ 637,294
Revenues			
Internal Service Revenue	3,996,337	5,283,337	4,803,443
Interest Income	-	-	-
Grant Revenue	26,719	-	-
Miscellaneous Revenue	19,001	-	-
Total Revenues	4,042,056	5,283,337	4,803,443
Total Funds Available	3,773,052	5,262,808	5,440,737
Expenditures			
Personnel	833,208	1,152,962	1,246,460
Supplies	1,299,678	1,285,471	1,401,455
Repair & Maintenance	1,265,171	1,653,047	1,560,544
Utilities	16,127	18,370	23,180
Information Technology	46,581	60,480	62,240
Services & Charges	319,838	362,184	423,010
Capital Expenses	12,978	86,000	95,000
Fleet Services & Charges	-	-	-
Vehicle Usage	-	-	-
Transfers Out	-	7,000	-
Total Expenditures	3,793,581	4,625,514	4,811,889
Excess Revenues over Expenditures	248,475	657,823	(8,446)
Ending Fund Balance	$ (20,529)	$ 637,294	$ 628,848

City of Sherman
FLEET REPLACEMENT FUND
2023-2024 Annual Budget

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023	Proposed 2023-2024
Beginning Fund Balance	$ 1,566,711	$ 1,760,988	$ 1,731,628	$ 126,358
Revenues				
Fleet Replacement Revenue	2,015,899	2,213,380	2,390,694	2,180,253
Property Tax	698,333	1,472,000	1,291,000	1,940,000
Interest Income	30,155	-	121,500	125,000
Debt Proceeds	1,766,000	4,873,103	3,258,027	3,532,790
Miscellaneous Revenue	17,022	-	136,000	300,000
Total Revenues	4,527,409	8,558,483	7,197,221	8,078,043
Total Funds Available	6,094,120	10,319,471	8,928,849	8,204,401
Expenditures				
Debt Service	1,459,037	2,230,185	2,160,285	2,696,705
Supplies	8,652	-	-	-
Services & Charges	46,642	-	57,776	77,250
Capital Expenses	2,848,162	8,052,634	6,584,430	5,179,055
Total Expenditures	4,362,493	10,282,819	8,802,491	7,953,010
Excess Revenues over Expenditures	164,916	(1,724,336)	(1,605,270)	125,033
Ending Fund Balance	$ 1,731,628	$ 36,652	$ 126,358	$ 251,391

BUDGET FY23/24

FUND	DETAILS	*Expense TRANSFER FROM* Debit	*Revenue TRANSFER TO* Credit
100	From fund 700 5% franchise, admin cost		$ 3,277,000.00
	From fund 790, dept 243, 244		$ 1,002,000.00
	From 790, debt service		$ 625,569.00
	From fund 222, ROW Agent		$ 50,516.00
	From Fund 630, debt service		$ 45,040.00
	From fund 700, debt service		$ 179,458.00
	From fund 450, truancy clerk		$ 45,000.00
	To fund 220, capital projects	$ 1,000,000.00	
220	From fund 100, capital projects		$ 1,000,000.00
	To fund 100, ROW Agent	$ 50,516.00	
222	From fund 251, Moore St		$ 1,200,000.00
	From fund 253, Shepherd Rd		$ 2,000,000.00
241	To fund 300, debt service	$ 289,000.00	
242	To fund 300, debt service	$ 226,000.00	
243	To fund 300, debt service	$ 178,000.00	
251	To fund 222, Moore Street	$ 1,200,000.00	
253	To fund 222, Shepherd Rd	$ 2,000,000.00	
300	From fund 420, debt service		$ 273,000.00
	From fund 241, debt service		$ 289,000.00
	From fund 242, debt service		$ 226,000.00
	From fund 243, debt service		$ 178,000.00
	From fund 460, debt service		$ 109,000.00
330	To fund 700, debt service	$ 200,000.00	
420	To fund 300, debt service	$ 273,000.00	
460	To fund 100, truancy clerk	$ 45,000.00	
460	To fund 300, debt service	$ 109,000.00	
630	To fund 100, debt service	$ 45,040.00	
700	To fund 100 5% franchise, admin cost	$ 3,277,000.00	
	To fund 100, debt service	$ 179,458.00	
	From fund 790, admin cost		$ 238,092.00
	From fund 330, debt service		$ 200,000.00
	From fund 750, water impact fee		$ 800,000.00
	From fund 751, sewer impact fee		$ 300,000.00
750	To fund 770, Bel Air, Heritage Rch, Shepherd		
	To fund 700, debt service water plant	$ 800,000.00	
751	To fund 700, debt service sewer	$ 300,000.00	
790	To fund 100 8% franchise, admin cost RSW	$ 275,000.00	
790	To fund 100 8% franchise, admin cost CSW	$ 727,000.00	
790	To fund 700 admin cost	$ 238,092.00	
790	To fund 100, debt service	$ 625,569.00	
	TOTALS	$ 12,037,675.00	$ 12,037,675.00

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 2.**

Meeting Date: 07/17/2023

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from President Kent Sharp

Background:

The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period from January 2023 to the end of March 2023. SEDCO's last update was presented at the Regular City Council Meeting of Monday, April 17, 2023

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chair: Janie Bates
Name of Vice-Chair: Scott Bandemir

Date of Report to City Council: July 17, 2023

- **In simple terms and as briefly as possible, please describe the mission of your board.**
  - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*

- **Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
  - *In May, the SEDCO Board approved Resolution No. SEDCO-2023.09 authorizing a sale of 6.309 acres in Progress Park V to Oncor Electric Delivery Company, LLC for $360,000.00 ($57,061.34 per acre) for a new electric substation that is necessary to meet the demands of the Texas Instruments and GlobalWafers projects and future industrial customers.*
  - *The SEDCO Board also approved Resolution No. SEDCO-2023.14 authorizing funding for GlobiTech, Inc. for a new product line of silicon carbide deposition on silicon wafers totaling $100,500,000.00 which includes the purchase of 15 silicon carbide reactors, inspection equipment, building construction, building systems, and an exhaust system. This company currently employs 214 active full-time employees.*
  - *Co-hosted a Taiwan Delegation interested in expanding operations to Texas with the Dallas Regional Chamber, GlobiTech, and the City of Sherman.*
  - *The four Raising Innovative Sherman Entrepreneurs (RISE) finalists presented their final presentation to the judges, and three companies were awarded funding at the Awards Celebration on April 21st at Austin College. Big Girl Spa was awarded $67,500, Taylor'd Trends received $75,000, and Jade United was presented with $100,000.*
  - *Hosted a booth at the first annual Cinco de Mayo Celebration in Downtown Sherman to promote WOMO (Supporting Sherman Women-Owned & Minority-Owned Businesses).*

- **What are your plans for this board in the next quarter?**
  - *Compete aggressively for the attraction of new jobs and investments to the city by narrowing our focus to those companies that align with our semiconductor cluster, both nationally and internationally.*
  - *Through the Business Retention and Expansion (BRE) Program, we will continue our BRE visits to the Sherman industries and work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the performance agreements.*
  - *Austin College sophomore, Akshaya Saravanan, will start as SEDCO's new Intern in August.*
  - *Host a joint meeting with the City Council in September where the FY 23-24 Program of Work and Budget will be considered for approval.*

- *SEDCO staff and board members will attend the Economic Development Sales Tax Workshop hosted by Texas Economic Development Council (TEDC) in Richardson, TX.*
- *Kent Sharp will serve on the education panel at the Greater Texoma Association of Realtors (GTAR) August event.*
- *Publish the Sherman Relocation Guide which will be shared with our industries, community partners, as well as through sedco.org and social media.*
- *Attend a luncheon and tour Texas Instruments with Commissioner Alberto Trevino of the Texas Workforce Commission.*
- *Partner with the Sherman Mayor for the Mayor's Economic Development Roundtable in September.*
- *Update the RISE Information Packet and RiseInSherman.com and start advertising for the 2024 RISE Challenge.*
- *Attend the Rayburn Cooperative Open House. Rayburn Cooperative acquired Panda Power.*
- *Host a Plant Manager and Safety Leader Forum at Modular Power Solutions in September.*
- *Co-host the Advanced Manufacturing Program (AMP) Kick-Off with Workforce Solutions Texoma and the Denison Development Alliance.*
- *Host the Q3 Sherman WOMO Small Group Breakout Session and continue planning the first WOMO Workshop.*
- *Attend the Governor's Small Business Summit in Arlington, TX with a few of the Sherman WOMO business owners.*
- *Participate in the Hispanic Heritage Festival to promote WOMO.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Shannon Blake and April Day will attend a New Member Dinner hosted by TEDC in Dallas.*
- *Sponsor the Sherman Chamber of Commerce's New Teacher Luncheon and Legislative Luncheon.*
- *Ashton Bellows and Shannon Blake will attend the International Economic Development Council's (IEDC) Annual Conference in Dallas, TX.*
- *Contact each company with a job listing on shermantxjobs.com for updates. New listings will be boosted on social media.*

- **How often did this board meet in the last quarter?**
  - *The SEDCO Board meets on the second Tuesday of each month and holds Special Called Meetings when needed. Since our last report, the SEDCO Board has held three Regular Scheduled Board Meetings (April 11th, May 9th, June 13th). A Special Called agenda was posted for a possible quorum at the RISE Awards Ceremony on April 21st. A quorum was present at the event, but no meeting was called to order.*

- **In what percentage of those meetings was a quorum of board members present?**
  - *100%*

- **Did any member attend less than 75% of those meetings? If so, which member and how often did they attend?**
  - *Jason Brumm attended two of the three Regular Scheduled Board Meetings.*

- **What other information would your board like to communicate to the City Council? (Please be concise in your response).**

- *Presently working 10 active projects with an estimated $2.8 Billion CAPEX and approximately 1,805 new jobs.*
- *Completed four site visits and prospect calls with companies interested in relocating and/or expanding their operations to Sherman.*
- *Attended the Taiwan Trade Center Opening Ceremony in Dallas and participated in three one-on-one meetings with semiconductor suppliers interested in operations in Sherman.*
- *During the last quarter, the SEDCO Board approved the following:*
    - *Resolution No. SEDCO-2023.10 authorizing assistance for Jade United, LLC. The company was announced a winner of the 2023 RISE Challenge where a panel of judges allocated $100,000.00 of SEDCO RISE funding to the company to assist with the purchase of a new truck and trailer. Jade United plans to add three new jobs over the next five years.*
    - *Resolution No. SEDCO-2023.11 authorizing assistance for Taylor'd Trends, LLC The company was announced a winner of the 2023 RISE Challenge where a panel of judges allocated $75,000.00 of SEDCO RISE funding to the company to assist with inventory, equipment, marketing, staff, CPA fees, and lease costs. Taylor'd Trends currently has seven employees and plans to add 11 new jobs over the next five years.*
    - *Resolution No. SEDCO-2023.12 authorizing assistance for Big Girl Spa Essentials, LLC. The company was announced a winner of the 2023 RISE Challenge where a panel of judges allocated $67,500.00 of SEDCO RISE funding to the company to assist with inventory, marketing, staff, and lease costs. Big Girl Spa Essentials plans to add 30 new jobs over the next five years.*
    - *Resolution No. SEDCO-2023.15 approving an agreement for civil engineering and surveying services with RLG Consulting Engineers for the design plan for construction of an approximate 1,000' apron on Progress Drive and an approximate 1,500' apron on Howe Drive.*
- *Completed 5 BRE meetings with Arctic Bracing, Emerson, Eternity Technologies, Modular Power Solutions, and PQD International.*
- *Met with the City of Sherman to determine the costs of upcoming infrastructure projects, the timeline, and SEDCO's obligations.*
- *Kent Sharp participated in numerous conversations with various organizations and representatives to discuss a Chapter 313 replacement (now known as Chapter 403) and traveled to Austin to testify.*
- *Participated in a TEDC Zoom meeting with other Texas EDCs and the legislative consultant regarding the Electricity Market Redesign bill.*
- *Started brainstorming ideas and a layout for the Sherman Relocation Guide.*
- *Hosted the Spring Leadership Lunch with 25 Plant Managers and community leaders in attendance.*
- *Held a Plant Manager and Safety Leader forum hosted at Progress Rail with nine industries in attendance.*
- *Co-sponsored the Career Connection Job Fair with 45 employers and 224 job seekers in attendance.*
- *Co-sponsored the AMP Year-End Celebration. This event brought together the AMP students, teachers, and partners from Sherman, Denison, Pottsboro, and S&S to celebrate the students completing the program and those advancing to the next year.*
- *Attended the Center for Workplace Learning (CWL) Graduation and presented certificates to the AMP students.*

- *Completed initial site visits to the RISE winners' new Sherman locations and presented each company with their checks.*
- *Hosted a RISE wrap-up meeting with the judges and partners to discuss the past year's program and ways to improve the competition.*
- *Attended the TEDC Mid-Year Conference in Allen, TX. While at the conference, Ashton Bellows and Shannon Blake participated in the Future Leaders Training (FLT) Seminar, Kent Sharp served as a panelist, and Ashton Bellows lead a Political Action Committee Meeting.*
- *Comfort Inn & Suites hosted the Q2 Sherman WOMO Small Group Breakout Session to allow attendees to discuss their unique businesses, and share updates, announcements, wants/needs, and business challenges.*
- *Met with Chani Bergen from Women Mean Business to discuss opportunities to partner with WOMO.*
- *Shannon Blake attended the International Asset Management Council (IAMC) Spring Conference in Biloxi, MS.*
- *Completed the aerial map update with Flyer View Group.*
- *Kent Sharp presented at the TxDOT Freight Strategic Planning Workshop, "New Semiconductor Facilities in Texas" and provided an economic update to the First State Bank Board of Directors.*
- *Collaborated with 2x2 Media to create a new banner video for sedco.org.*
- *Updated sedco.org with new data and graphics.*
- *Sponsored the Sherman Chamber of Commerce's Annual Golf Tournament.*
- *Sponsored nine ads on Facebook highlighting Sherman Industries, available jobs, and the Sherman community including downtown:*
    - *Total Reach: 398,065*
    - *Total Link Clicks: 2,631*
    - *Total Post Engagement: 52,084*
    - *Thru Plays: 39,422*
- *Attended the following community events and meetings: Utter-Pike Economic and Market Outlook Seminar, Retail Recruitment meeting, AMP committee meeting, Sherman Chamber of Commerce's Unplugged events hosted by Edward Jones, Paragon Realtors, and The Hills of Luella; The Zen Bar Ribbon Cutting, EDA Tech Hubs Update, United for Alice luncheon hosted by the United Way, Joint Chiropractic Ribbon Cutting, McCullough & Pierson Ribbon Cutting, Women Mean Business networking event, NTX Monthly, City of Sherman Muffins for Mom, Sherman Young Professionals at 903 Brewers, Coffee with the Mayor, Ladies of Texoma; and TEDC's Membership, Conference, Workforce, Forward Planning, and Communications Committee Meetings.*

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 3.**

Meeting Date: 07/17/2023

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended June 30, 2023

Issue:

To approve the Investment Report for the quarterly period ended June 30, 2023

Background:

The total operating portfolio book value of about $40.3 million decreased by about $1.3 million from the previous quarter due to the maturity of a certificate of deposit. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 363 days decreased from 412 days last quarter. The portfolio yield of 3.51% was 189 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 $11.6 million had decreased by about $1.6 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 82 days decreased from 86 days last quarter. The portfolio yield of 3.86% was 138 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 5.24%. 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

2023-06-30 Investment Reports w_Memo

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Tuesday, July 10, 2023

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance ml

SUBJECT: Investment Reports for the Quarter Ended June 30, 2023.

Enclosed is a copy of the quarterly investment reports for June 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 $40.3 million decreased by about $1.3 million from the previous quarter due to the maturity of a certificate of deposit. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 363 days decreased from 412 days last quarter. The portfolio yield of 3.51% was 189 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 $11.6 million had decreased by about $1.6 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 82 days decreased from 86 days last quarter. The portfolio yield of 3.86% was 138 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 5.24%. Book value approximated market value.

The investment reports will be on the July 17, 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
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2023

Total Portfolio Summary

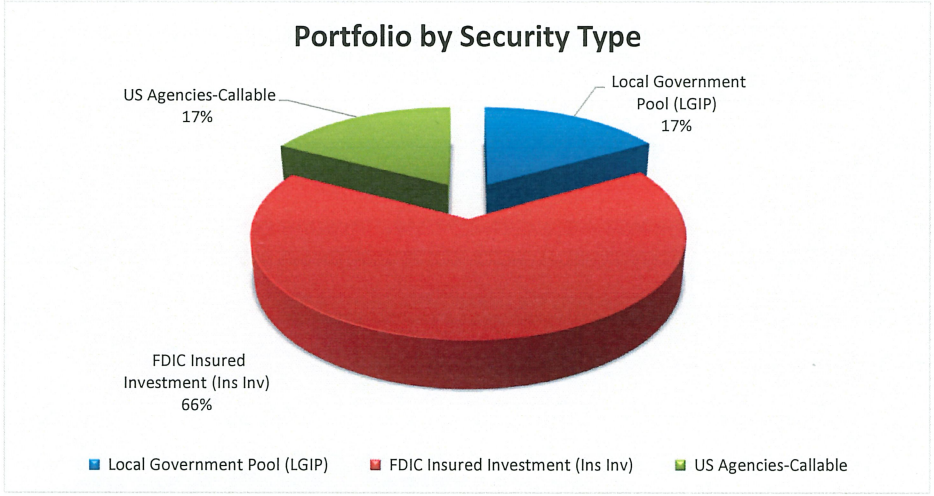
	Current Quarter 6/30/2023	Prior Quarter 3/31/2023	Change From Prior Quarter
Book Value	$ 11,586,466	$ 13,195,436	$ (1,608,970)
Market Value	$ 11,464,070	$ 13,078,030	$ (1,613,960)
Weighted Average Maturity - Days	82	86	(4)
Weighted Average Yield	3.86%	3.62%	0.24%
Earned Income	$ 120,122	$ 137,127	$ (17,005)
Earned Income - Year-to-Date	$ 404,745	$ 284,623	$ 120,122

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 March 31, 2023, the City of Sherman's debt proceeds portfolio had a book value of about $11.6 million, which approximates the market value. Of this amount, $1.9 million was held in Local Government Investment Pools (LGIP), $7.7 million was held in FDIC Insured Investment Accounts (Ins Inv), and $2 million was held in U.S. Agency Securities.

The portfolio value decreased by $1.6 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 3.86%, 138 basis points below the 4-week Constant Maturity Treasury Index of 5.24%, and 24 basis points above the previous quarter.



Mary Lawrence, Finance Director and City of Sherman Investment Officer

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
AS of 6/30/2023

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	7/1/2023	1,927,074	100.00	1,927,074	1,927,074	100.00	1,927,074	1	4.95%
Landing Rock	2017 Certificates of Obligation		Ins Inv	Landing Rock	7/1/2023	2,485,729	100.00	2,485,729	2,485,729	100.00	2,485,729	1	4.47%
Landing Rock	2021 Certificates of Obligation		Ins Inv	Landing Rock	7/1/2023	5,173,663	100.00	5,173,663	5,173,663	100.00	5,173,663	1	4.47%
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	94.40	944,044	427	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	93.36	933,560	515	0.48%
Total						**$ 11,586,466**		**$11,586,466**	**$ 11,586,466**		**$ 11,464,070**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
AS of 6/30/2023

CUSIP	Security Type / Description	Maturity Date	Market Value 3/31/2023	Change in Market Value	Market Value 6/30/2023
TexPool 2017A Stormwater CO	LGIP		$ 188,437	$ (188,437)	$ -
TexPool 2021 CO	LGIP		3,431,930	(1,504,856)	1,927,074
Landing Rock 2017 CO	Ins Inv		2,458,363	27,366	2,485,729
Landing Rock 2021 CO	Ins Inv		5,116,706	56,957	5,173,663
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	944,766	(722)	944,044
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	937,828	(4,268)	933,560
Total			**$ 13,078,030**	**$ (1,613,960)**	**$ 11,464,070**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
AS of 6/30/2023

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Project Payments/Draws										
4/24/2023	TexPool 2021 CO	LGIP			$ 562,422		$ 562,422	$ -	$ 562,422	
4/13/2023	TexPool 2017A Stormwater CO	LGIP			188,464		188,436	297	188,733	
5/26/2023	TexPool 2021 CO	LGIP			975,476		975,476	-	975,476	
Deposits/Purchases										
Income Payments										
4/30/2023	Landing Rock 2017 CO	Ins Inv	4.55%					$ 8,688	8,688	4.55%
4/30/2023	Landing Rock 2021 CO	Ins Inv	4.55%					18,084	18,084	4.55%
4/30/2023	TexPool 2021 CO	LGIP	5.05%					13,091	13,091	5.05%
5/26/2023	3130AMG0	FHLB	0.48%					2,375	2,375	0.48%
5/31/2023	Landing Rock 2017 CO	Ins Inv	4.55%					9,415	9,415	4.55%
5/31/2023	Landing Rock 2021 CO	Ins Inv	4.55%					19,597	19,597	4.55%
5/31/2023	TexPool 2021 CO	LGIP	5.00%					11,979	11,979	5.00%
6/30/2023	31300AMZQ8	FHLB	0.51%					2,550	2,550	0.51%
6/30/2023	Landing Rock 2017 CO	Ins Inv	4.55%					9,261	9,261	4.55%
6/30/2023	Landing Rock 2021 CO	Ins Inv	4.55%					19,276	19,276	4.55%
6/30/2023	TexPool 2021 CO	LGIP	4.80%					7,972	7,972	4.80%
Total								$ 122,585		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
AS of 6/30/2023

Cash / Investment Type	Balance 9/30/2022	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 12,716,717	$ 6,983,128	$ 3,620,367	$ 1,927,074	16.63%	100.00%
FDIC Insured Investment (Ins Inv)	7,445,175	7,501,553	7,575,069	7,659,392	66.11%	100.00%
US Agency-Callable	2,000,000	2,000,000	2,000,000	2,000,000	17.26%	100.00%
Total	**$ 22,161,892**	**$ 16,484,681**	**$ 13,195,436**	**$ 11,586,466**	**100.00%**	

Sherman
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CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 6/30/2023

Maturity Time Frame	Balance 9/30/2022	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Percent of Portfolio	Maximum Allowable
Within 1 month	$ 20,161,892	$ 14,484,681	$ 11,195,436	$ 9,586,466	82.7%	100%
1 year - 2 years	$ 1,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	17.3%	
2 years - 3 years	1,000,000			-	0.0%	
3 years - 4 years	-			-	0.0%	
	$ 22,161,892	**$ 16,484,681**	**$ 13,195,436**	**$ 11,586,466**		

Liquidity Indicator				
Weighted Average Maturity	**68.05**	**79.98**	**86.03**	**82.13**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2023

Total Portfolio Summary

	Current Quarter 6/30/2023	Prior Quarter 3/31/2023	Change From Prior Quarter
Book Value	$ 40,270,408	$ 41,611,845	$ (1,341,437)
Market Value	$ 39,536,600	$ 41,004,079	$ (1,467,479)
Weighted Average Maturity - Days	363	412	(49)
Weighted Average Yield	3.51%	3.35%	0.16%
Earned Income	$ 364,734	$ 271,036	$ 93,698
Earned Income - Year-to-Date	$ 779,615	$ 414,881	$ 364,734

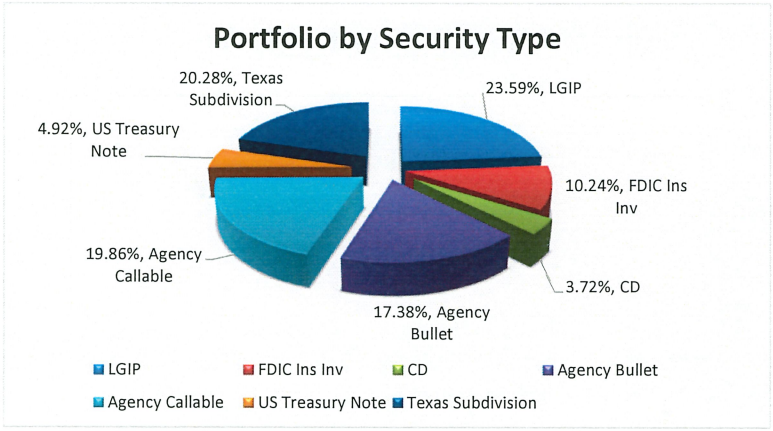
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

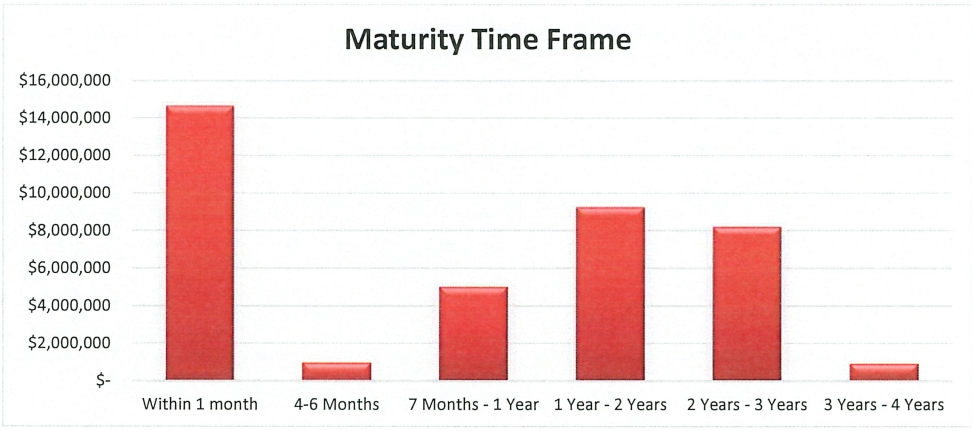
As of June 30, 2023, the City's portfolio had a book value of $40.3 million and a market value of $39.5 million. Of this amount, approximately $9.5 million was held in Local Government Investment Pools (LGIP), $4.1 million was held in an FDIC Insured Investment Account, $1.5 million was held in Certificates of Deposit (CD), $15.0 million was held in U.S. Agency Securities, $2.0 million was held in U.S. Treasury Notes and $8.2 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by $1.3 million from the previous quarter due to maturity of a Certificate of Deposit.

The weighted average yield of the portfolio was 3.51%, which is 189 basis points less than the 1-year Constant Maturity Treasury Index of 5.40%, and 16 basis points above the previous quarter.

The weighted average maturity of the portfolio decreased from 412 days at March 31, 2023, to 363 days at June 30, 2023.





Mary Lawrence, Finance Director and City of Sherman Investment Officer

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
As of 6/30/2023

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		7/1/2023	AAAm	$ 5,156,046	100.00	$ 5,156,046	$ 5,156,046	100.00	$ 5,156,046	1	4.95%
TexStar		LGIP	TexSTAR		7/1/2023	AAAm	115,563	100.00	115,563	115,563	100.00	115,563	1	4.98%
TexPool ARPA		LGIP	TexPool ARPA		7/1/2023	AAAm	4,227,373	100.00	4,227,373	4,227,373	100.00	4,227,373	1	4.95%
Landing Rock		FDIC Ins Inv	Landing Rock		7/1/2023		4,124,812	100.00	4,124,812	4,124,812	100.00	4,124,812	1	4.47%
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	188	4.60%
3130ASPB9	07/28/22	Agency Callable	FHLB	3.10%	7/28/2023	AA+	1,000,000	99.98	999,750	999,979	99.84	998,403	28	3.13%
448474TM8	12/17/20	Texas Subdivision	City of Hutto, TX Ref Series B	2.00%	8/1/2023	AA	400,000	104.17	416,676	400,530	99.74	398,972	32	0.40%
340405MW6	12/22/20	Texas Subdivision	City of Floresville TX Elec Light Ref	4.00%	8/15/2023	A+	525,000	109.30	573,841	527,306	100.06	525,292	46	0.46%
413946PC2	06/25/20	Texas Subdivision	Harris Cnty TX MUD #278 Ref	4.00%	9/1/2023	AA	420,000	108.17	457,439	422,025	100.09	420,369	63	1.14%
02301EED9	06/16/21	Texas Subdivision	Amarillo Potter TX	4.00%	11/15/2023	AA+	445,000	108.73	483,826	451,032	100.25	446,131	138	0.37%
3134GXXQ2	07/19/22	Agency Callable	Freddie Mac	3.30%	12/28/2023	AA+	500,000	99.42	497,725	499,007	98.98	494,885	181	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	999,507	96.80	967,969	230	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	96.09	960,895	280	0.33%
3130ARPN5	04/26/22	Agency Bullet	FHLB	2.61%	4/26/2024	AA+	1,000,000	100.00	1,000,000	1,000,000	97.63	976,308	301	2.61%
3130AMLM2	06/07/21	Agency Callable	FHLB	0.38%	6/7/2024	AA+	500,000	100.00	500,000	500,000	95.28	476,424	343	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	972,858	95.70	957,014	367	4.10%
811275HB5	11/23/21	Texas Subdivision	Scurry Rosser TX ISD	3.00%	8/15/2024	Aa3	205,000	106.91	219,155	210,838	99.75	204,493	412	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	99.44	994,422	434	5.45%
3136G43H4	03/29/21	Agency Callable	FHLB	0.40%	9/16/2024	AA+	1,000,000	99.850	998,500	999,476	94.05	940,544	444	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	94.00	940,000	507	0.90%
3130AUZ56	03/24/23	Agency Callable	FHLB	5.25%	12/20/2024	AA	1,000,000	100.000	1,005,562	1,000,635	99.21	992,081	539	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	316,336	96.28	298,479	551	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	261,109	99.32	248,291	596	0.25%
3133ENPY0-A	02/25/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.966	999,660	999,813	94.89	948,935	606	1.76%
3133ENPY0-B	03/11/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.513	995,913	998,060	94.89	948,935	606	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	872,692	96.32	852,397	596	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	495,506	95.53	487,224	685	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	112,762	95.88	110,261	685	3.98%
91282CEY3	01/23/23	US Treasury Note	US Treasury	3.00%	7/15/2025	AA	1,000,000	97.740	977,431	981,404	96.36	963,633	746	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	1,249,305	91.70	1,224,205	746	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	94,434	91.08	91,076	794	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	93.83	938,334	822	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	98.74	987,361	847	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	98.80	988,017	913	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	95.43	334,018	947	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	518,132	100.43	502,164	961	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	98.93	989,333	970	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	91.21	912,102	1,075	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	362,045	88.03	352,134	1,159	4.00%
4637778E5	02/07/23	Texas Subdivision	Irving Tx Table	1.47%	9/15/2026	AA	600,000	91.000	549,467	551,824	90.28	541,708	1,173	4.18%
Total							**$ 40,473,793**		**$ 40,397,331**	**$ 40,270,408**		**$ 39,536,600**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
As of 6/30/2023

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 3/31/2023	Change in Market Value	Market Value 6/30/2023
TexPool		TexPool		$ 5,092,902	$ 63,144	$ 5,156,046
TexStar		TexStar		114,138	1,425	115,563
Landing Rock		Landing Rock		4,079,402	45,410	4,124,812
TexPool ARPA		TexPool ARPA		4,175,601	51,772	4,227,373
CD 197831662		Simmons Bank	6/13/2023	1,516,360	(1,516,360)	-
CDARS 1026654471		CDARS	1/4/2024	1,500,000	-	1,500,000
3130ASPB9	7/28/2022	FHLB	7/28/2023	994,787	3,616	998,403
448474TM8	12/17/2020	City of Hutto, TX Ref Series B	8/1/2023	396,388	2,584	398,972
340405MW6	12/22/2020	City of Floresville TX Elec Light Ref	8/15/2023	527,183	(1,891)	525,292
413946PC2	6/25/2020	Harris Cnty TX MUD #278 Ref	9/1/2023	422,051	(1,682)	420,369
02301EED9	6/16/2021	Amarillo Potter TX	11/15/2023	448,515	(2,384)	446,131
3134GXXQ2	7/19/2022	Freddie Mac	12/28/2023	494,687	198	494,885
9128CBM2	2/22/2021	US Treasury Note B Class	2/15/2024	960,938	7,031	967,969
3133EMVD1	4/5/2021	FFCB	4/5/2024	956,028	4,867	960,895
3130ARPN5	4/26/2022	FHLB	4/26/2024	977,303	(995)	976,308
3130AMLM2	6/7/2021	FHLB	6/7/2024	475,044	1,380	476,424
442349EL6	3/24/2023	Houston Tx aprt Sys Rev	7/1/2024	955,920	1,094	957,014
811275HB5	11/23/2021	Scurry Rosser TX ISD	8/15/2024	205,839	(1,346)	204,493
3130AV3D2	3/6/2023	FHLB	9/6/2024	1,002,037	(7,615)	994,422
3136G43H4	3/29/2021	FHLB	9/16/2024	941,841	(1,297)	940,544
3130APNE1	11/18/2021	FHLB	11/18/2024	945,060	(5,060)	940,000
3130AUZ56	3/24/2023	FHLB	12/20/2024	997,797	(5,716)	992,081
386166JC7	2/24/2022	Grand Praire TX TXbl Ref	1/1/2025	300,634	(2,155)	298,479
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	252,015	(3,724)	248,291
882806ES7	3/24/2023	Texas St. Tech Univ Rev	2/15/2025	860,273	(7,876)	852,397
3133ENPY0-A	2/25/2022	FFCB	2/25/2025	953,767	(4,832)	948,935
3133ENPY0-B	3/11/2022	FFCB	2/25/2025	953,767	(4,832)	948,935
88213AKC8	1/24/2023	Texas St. A&M Univ R	5/15/2025	491,711	(4,487)	487,224
88213ABW4	3/24/2023	Texas St A&M Univ R	5/15/2025	111,328	(1,067)	110,261
91282CEY3	1/23/2023	US Treasury	7/15/2025	977,930	(14,297)	963,633
2487757W2	2/7/2023	Denton Cnty TX	7/15/2025	1,235,392	(11,187)	1,224,205
87638QQW2	3/24/2023	Tarrant Cnty TX Cult Hosp Rev	9/1/2025	92,232	(1,156)	91,076
3130ARCN9	3/29/2022	FHLB	9/29/2025	945,722	(7,388)	938,334
3134GX3U6	10/24/2022	Freddie Mac	10/24/2025	994,775	(7,414)	987,361
3130AUBX1	12/29/2022	FFCB	12/29/2025	995,675	(7,658)	988,017
79625GFC2	4/13/2022	San Antonio Tx Elec & Gas TXBl	2/1/2026	336,043	(2,025)	334,018
232769JW0	9/2/2022	Cypress-Fairbanks TX Ind Sch	2/15/2026	507,774	(5,610)	502,164
3130AMMJ8	6/6/2021	FHLB	6/9/2026	919,494	(7,392)	912,102
876448DY4	1/24/2023	Tarrant Tx Regl Water Dist	9/1/2026	353,483	(1,349)	352,134
3134GYH96	2/27/2023	FHLMC	2/24/2026	995,574	(6,241)	989,333
4637778E5	2/7/2023	Irving Tx Table	9/15/2026	546,669	(4,961)	541,708
Total				**$ 41,004,079**	**$ (1,467,479)**	**$ 39,536,600**

Sherman
CLASSIC TOWN. BROAD HORIZON.

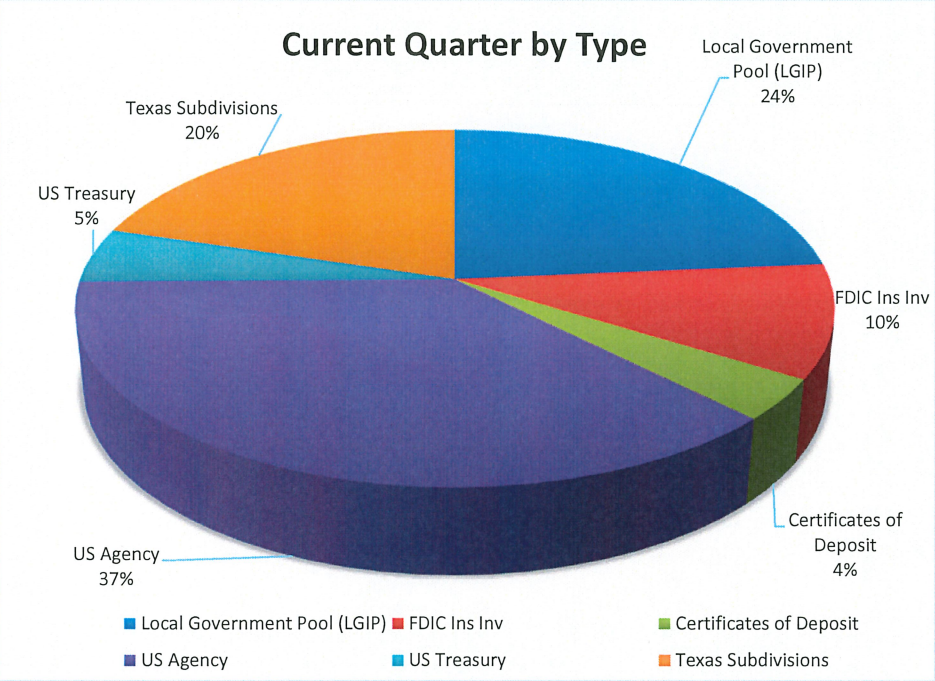
CITY OF SHERMAN, TX
Investment Transaction Report
As of 6/30/2023

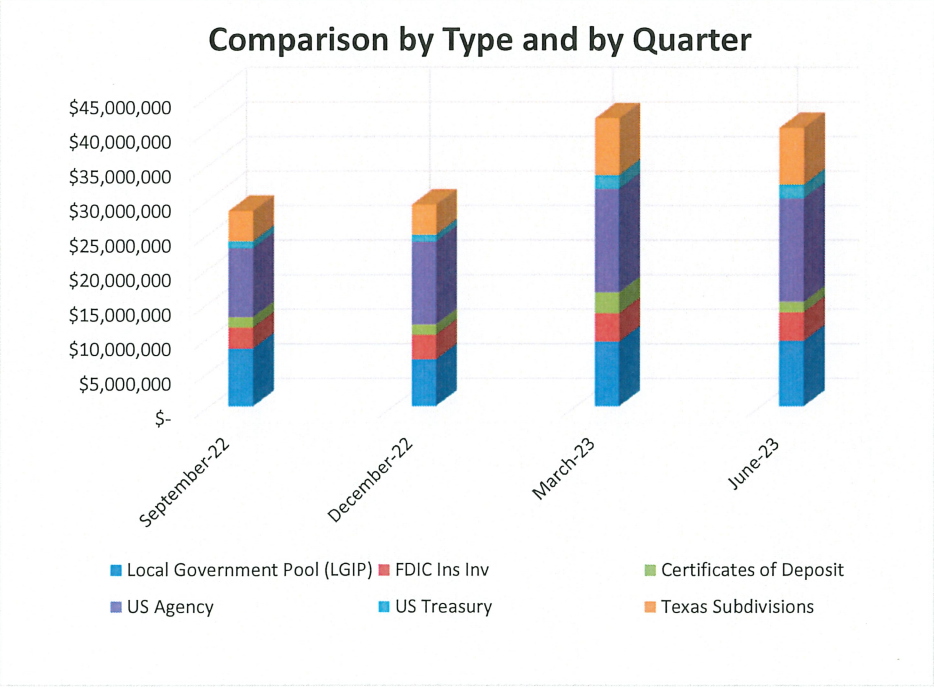
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Maturities, Calls and Withdrawals											
	6/2/2023	CD 197850662	Simmons	3.50%	6/2/2023		1,503,386	1,516,360	13,377	1,529,737	3.55%
Purchases											
Income Payments											
	6/30/2023	TexPool	LGIP	5.05%					63,144	63,144	5.05%
	6/30/2023	TexStar	LGIP	5.08%					1,423	1,423	5.08%
	6/30/2023	Landing Rock	FDIC Ins Inv	4.55%					45,410	45,410	4.55%
	6/30/2023	TexPool-ARPA	LGIP	5.05%					51,771	51,771	5.05%
	6/30/2023	CDARS 1026654471	Bank of Texas	4.50%	1/4/2024				16,859	16,859	4.60%
	4/7/2023	3133EMVD1	FFCB	0.33%	4/5/2024				1,650	625	0.33%
	4/24/2023	3134GX3U6	Freddie Mac	5.15%	10/24/2025				25,750	25,750	5.15%
	4/26/2023	3130ARPN5	FHLB	2.61%	4/26/2024				13,050	13,050	2.61%
	5/15/2023	88213ABW4	Texas St A&M Univ R	2.88%	5/15/2025				1,658	1,658	3.98%
	5/15/2023	88213AKC8	Texas St A&M Univ R	2.69%	5/15/2025				6,849	6,849	4.30%
	5/15/2023	02301EED9	Amarillo Potter TX	4.00%	11/15/2023				8,900	8,900	0.37%
	5/18/2023	3130APNE1	FHLB	0.90%	11/18/2024				4,500	4,500	0.90%
	6/28/2023	3134GXXQ2	Freddie Mac	2.25%	12/28/2023				8,250	825	3.39%
	6/29/2023	3130AUBX1	FHLB	5.00%	12/29/2025				25,000	25,000	5.00%
	6/7/2023	3130AMLM2	FHLB	0.38%	6/7/2024				937	937	0.38%
	6/9/2023	3130AMMJ8	FHLB	0.40%	6/9/2026				2,000	2,000	0.40%
Total									**$ 290,530**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
As of 6/30/2023

Cash/Investment Type	Balance 9/30/2022	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 8,394,635	$6,788,897	$9,382,641	$ 9,498,982	24%	50.00%
FDIC Ins Inv	3,019,052	3,542,116	4,079,402	4,124,812	10%	50.00%
Certificates of Deposit	1,501,701	1,503,386	3,016,360	1,500,000	4%	50.00%
US Agency	9,993,000	11,994,111	14,995,964	14,996,970	37%	50.00%
US Treasury	998,899	999,104	1,978,430	1,980,911	5%	50.00%
Texas Subdivisions	4,332,150	4,307,875	8,159,048	8,168,734	20%	50.00%
Total	**$ 28,239,437**	**$ 29,135,489**	**$ 41,611,845**	**$ 40,270,408**	**100.00%**	



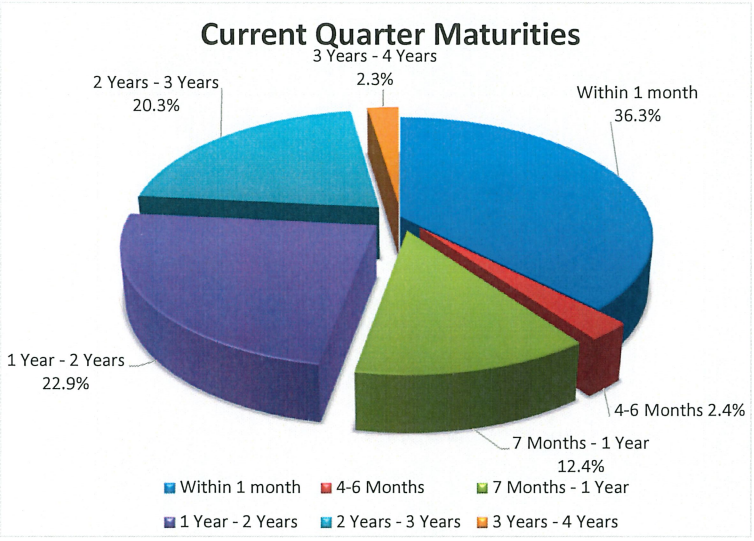


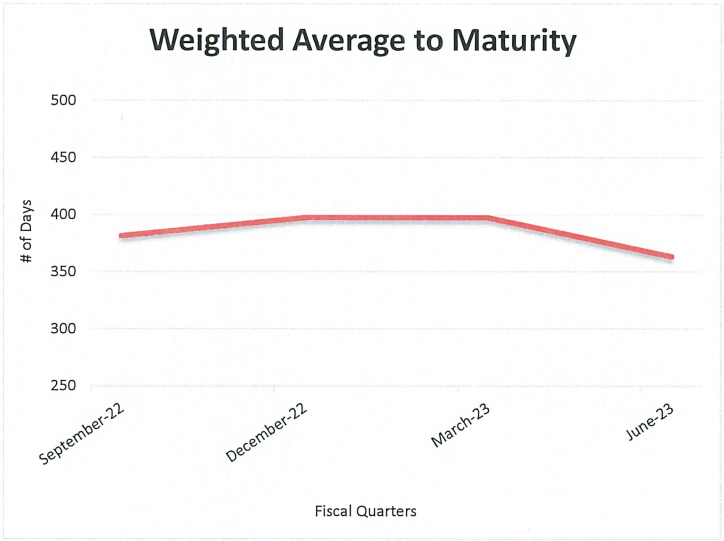
Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
As of 6/30/2023

Maturity Time Frame	Balance 9/30/2022	Balance 12/31/2022	Balance 3/31/2023	Balance 6/30/2023	Percent of Portfolio
Within 1 month	$ 11,413,687	$ 10,331,013	$ 13,462,043	$ 14,623,773	36.3%
2-3 Months	-	812,660	1,516,360	1,349,861	3.4%
4-6 Months	2,319,683	1,503,386	2,358,922	950,039	2.4%
7 Months - 1 Year	2,377,082	3,325,079	3,452,862	4,999,507	12.4%
1 Year - 2 Years	5,673,377	5,711,796	11,126,777	9,240,085	22.9%
2 Years - 3 Years	4,582,295	5,579,969	7,787,622	8,193,275	20.3%
3 Years - 4 Years	1,873,313	1,871,586	1,907,259	913,869	2.3%
4 Years - 5 Years	-	-	-	-	0.0%
	$ 28,239,437	**$ 29,135,489**	**$ 41,611,845**	**$ 40,270,408**	**100.00%**

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	**381.64**	**397.41**	**412.08**	**363.29**	**500.00**

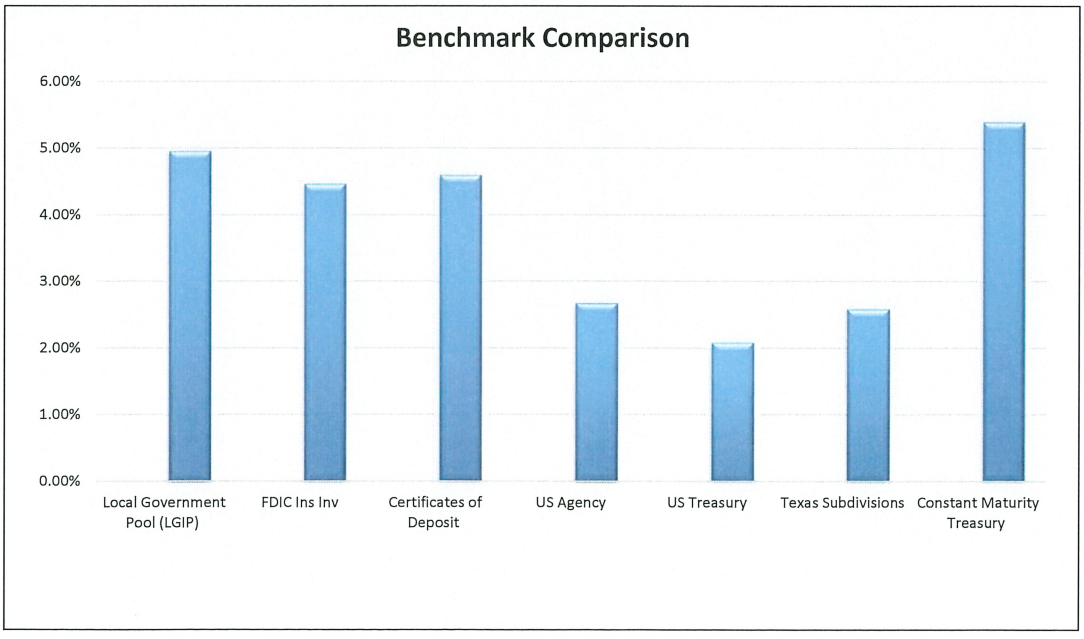




Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
As of 6/30/2023

Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
6/30/2023	TexPool	TexPool			$ 63,144	$ -	$ 63,144
6/30/2023	TexStar	TexStar			1,423	-	1,423
6/30/2023	Landing Rock	Landing Rock			45,410	-	45,410
6/30/2023	TexPool-ARPA	TexPool			51,771	-	51,771
6/2/2023	CD 197850662	Simmons Bank	0.45%	0.45%	13,377	(2,197)	11,180
6/30/2023	CDARS 1026654471	Bank of Texas	4.50%	4.60%	16,859	(0)	16,859
4/5/2023	3133EMVD1	FFCB	0.33%	0.33%	1,650	(825)	825
4/24/2023	3134AGX3UG	Freddie Mac	5.15%	5.15%	25,750	(12,875)	12,875
4/26/2023	3130ARPN5	FHLB	2.61%	2.61%	13,050	(6,525)	6,525
5/15/2023	88213ABW4	Texas ST A&M Univ R	2.83%	3.98%	1,658	(531)	1,127
5/15/2023	88213AKC8	Texas ST A&M Univ R	2.69%	4.29%	6,849	(1,489)	5,360
5/15/2023	02301EED9	Amarillo Potter TX	4.00%	0.37%	8,900	(8,471)	429
5/18/2023	3130APNE1	FHLB	0.90%	0.90%	4,500	(2,250)	2,250
6/7/2023	3130AMLM2	FHLB	0.38%	0.38%	937	(468)	469
6/9/2023	3130AMMJ8	FHLB	0.40%	0.40%	2,000	(358)	1,642
6/28/2023	3134GXXQ2	Freddie Mac	2.25%	3.39%	8,250	(3,623)	4,627
6/29/2023	3130AUBX1	FHLB	5.00%	5.00%	25,000	(12,500)	12,500
6/30/2023	386166JC7	Grand Praire TX TXbl Ref	3.00%	1.60%	-	1,269	1,269
6/30/2023	91282CEY3	US Treasury	3.00%	3.97%	-	9,777	9,777
6/30/2023	876448DY4	Tarrant TX Reg WD	0.75%	4.00%	-	3,616	3,616
6/30/2023	3130ASPB9	FHLB	3.10%	3.13%	-	7,813	7,813
6/30/2023	448474TM8	City of Hutto, TX GO	2.00%	0.40%	-	410	410
6/30/2023	79625GFC2	San Antonio Tx Elec & Gas TXBl	3.15%	3.15%	-	2,753	2,753
6/30/2023	2487757W2	Denton Cnty TX	0.77%	4.11%	-	13,077	13,077
6/30/2023	4637778E5	Irving TX Table	1.47%	4.18%	-	5,942	5,942
6/30/2023	340405MW6	City of Floresville, TX Elec Light Re	4.00%	0.46%	-	638	638
6/30/2023	237269JWO	Cypress-Fairbanks Tx Ind Sch	5.00%	3.52%	-	4,523	4,523
6/30/2023	811275HB5	Scurry Rosser TX ISD	3.00%	0.45%	-	240	240
6/30/2023	983064YX8	City of Wylie, TX GO	3.00%	0.25%	-	166	166
6/30/2023	9128CBM2	US Treasury Note B Class	0.13%	0.21%	-	514	514
6/30/2023	3133ENPY0-A	FFCB	1.75%	1.76%	-	4,403	4,403
6/30/2023	3133ENPY0-B	FFCB	1.75%	1.92%	-	4,786	4,786
6/30/2023	413946PC2	Harris Cnty TX MUD #278 GO	4.00%	1.14%	-	1,260	1,260
6/30/2023	3136G43H4	FMNA	0.40%	0.44%	-	1,108	1,108
6/30/2023	87638QQW2	Tarrant Cnty Tx Cultural Hosp Rev	1.39%	4.12%	-	988	988
6/30/2023	3130AUZ56	FHLB	5.25%	4.75%	-	13,017	13,017
6/30/2023	882806ES7	Texas St Tech Univ Rev	2.96%	3.86%	-	8,445	8,445
6/30/2023	442349EL6	Houston Tx Apt Sys Rev	1.27%	4.10%	-	9,947	9,947
6/30/2023	3130ARCN9	FHLB	2.00%	2.00%	-	5,000	5,000
6/30/2023	3134GYH96	FHLMC	5.20%	5.20%	-	13,000	13,000
6/30/2023	3130AV3D22	FHLB	5.45%	5.45%		13,625	13,625
					$ 290,530	**$ 74,204**	**$ 364,734**



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 4.**

Meeting Date: 07/17/2023
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Little Store Addition, consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition and is currently zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Luke Scheibmeir, Owner; Chris Noah, Representative; and Preston Trail Land Surveying, Surveyor (708 and 722 South Rusk Street)

Issue:

To consider the Replat of Little Store Addition, consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition and is currently zoned R-6 (Single Family Residential) District and a C-1 (Retail Business) District; Luke Scheibmeir, Owner; Chris Noah, Representative; and Preston Trail Land Surveying, Surveyor (708 and 722 South Rusk Street)

Background:

The property is located at 708 and 722 South Rusk Street at the intersection of West Center Street and South Rusk Street. The owner would like to plat the property into one lot for commercial development.

Origination:

Luke Scheibmeir (Owner
Chris Noah (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

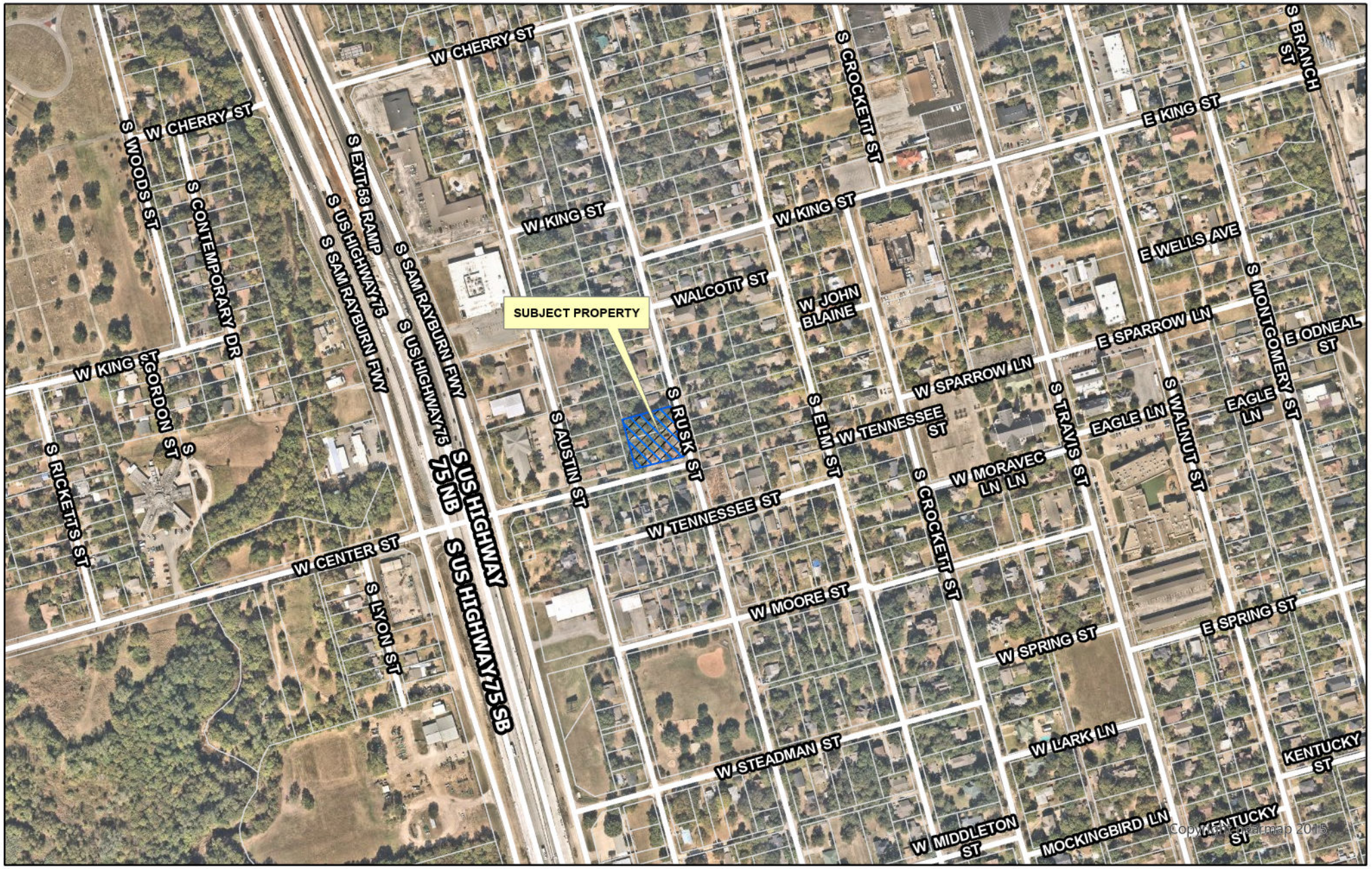
At the June 20, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Property Sign
Replat
STAFF REVIEW LETTER - ENG.
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

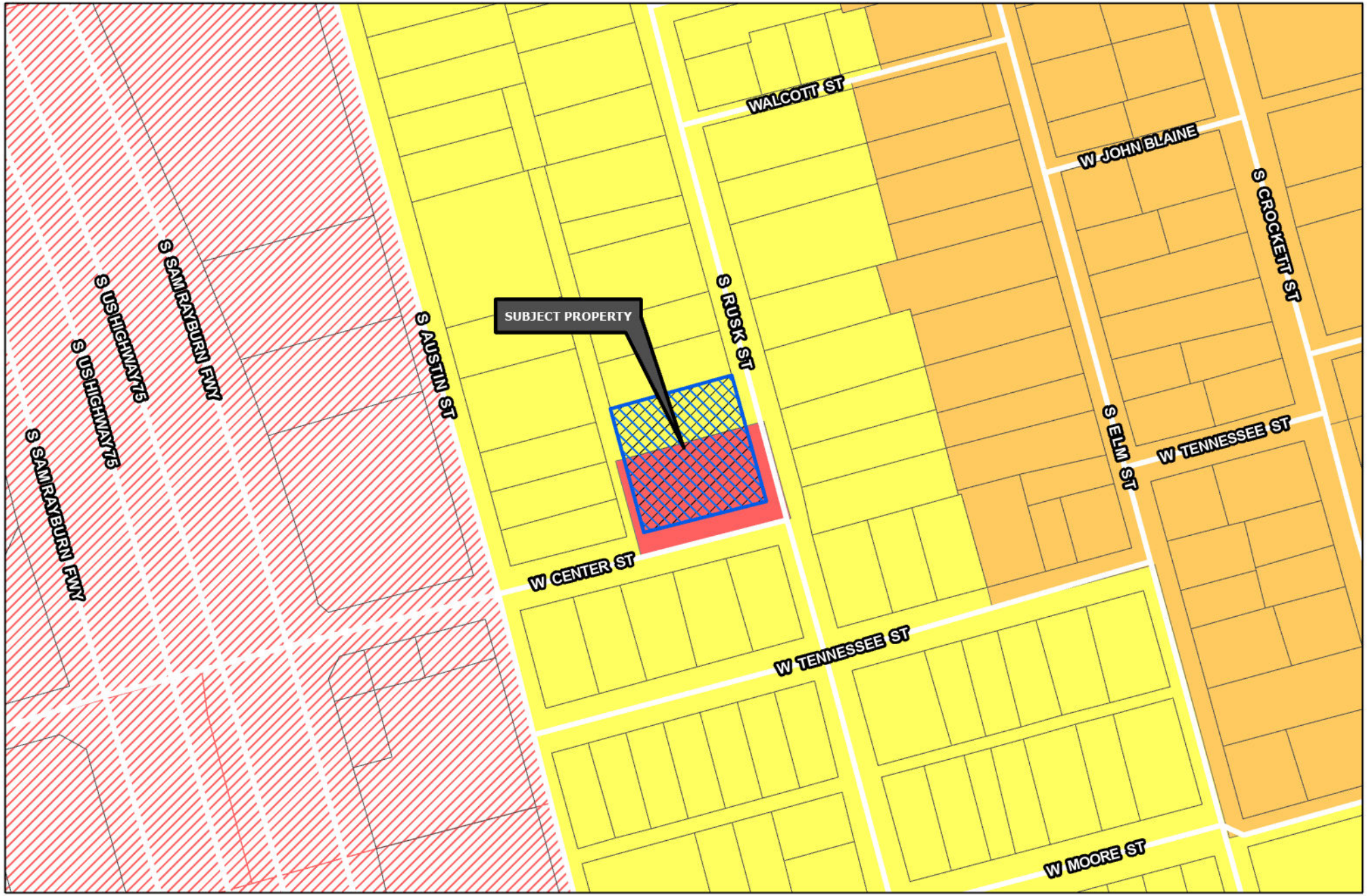
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
708 & 722 S RUSK ST

N
W E
S

Date: 5/26/2023 9:32 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 708 & 722 S RUSK ST

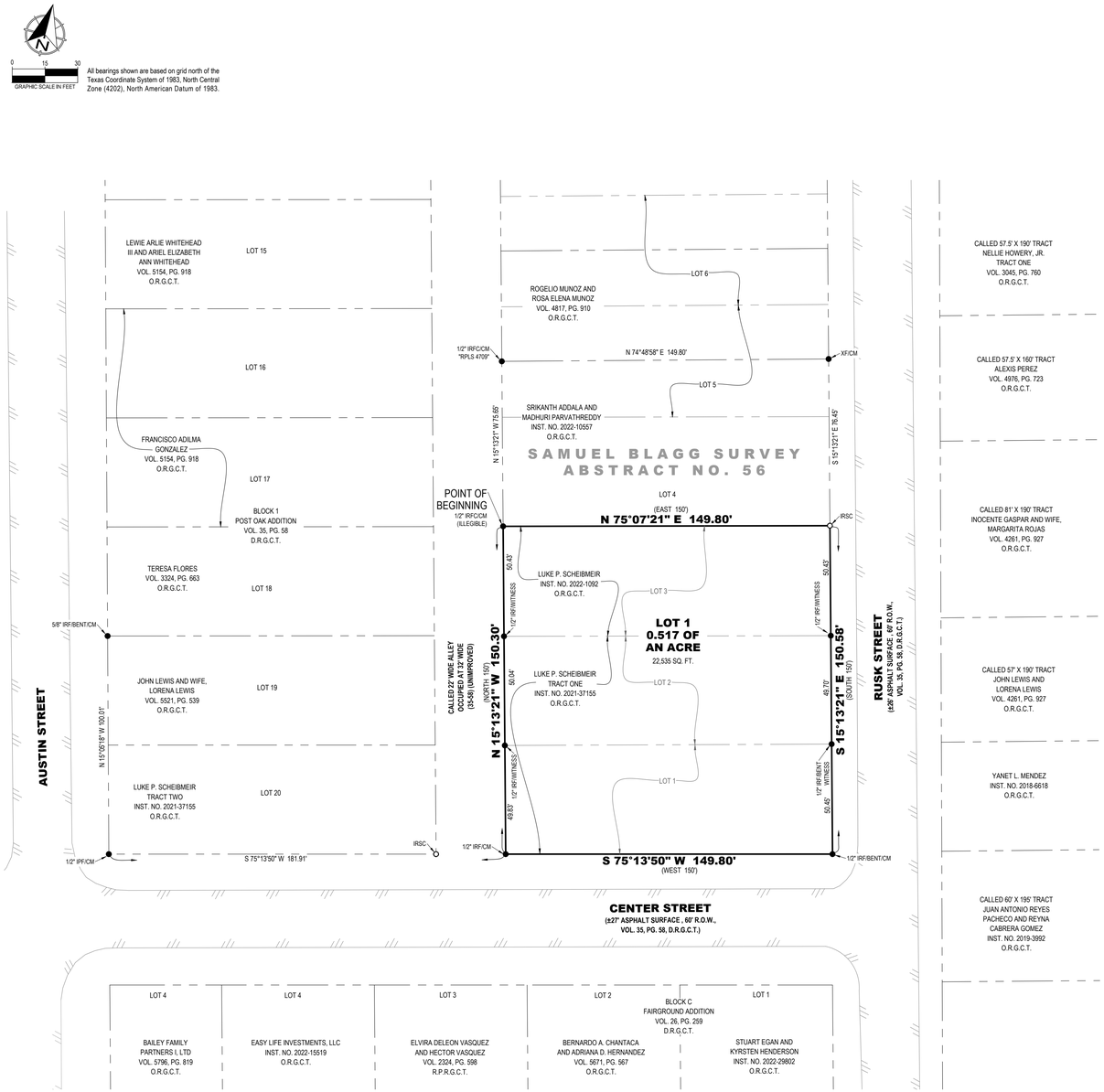
N W E S

Date: 5/26/2023 9:32 AM

Marlow, Lauren

From: Planning
To: Chris Noah
Subject: RE: PROJ ID 23-003055 708/722 S RUSK SIGNAGE

From: Chris Noah
Sent: Friday, June 2, 2023 1:40 PM
To: Planning
Subject: PROJ ID 23-003055 708/722 S RUSK SIGNAGE



LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
IPF	IRON PIPE FOUND
XF	"X" SCRIBED IN CONCRETE FOUND
CM	CONTROLLING MONUMENT
( )	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
INST. NO.	INSTRUMENT NO.
VOL., PG.	VOLUME, PAGE
U.E.	UTILITY EASEMENT
———	BOUNDARY LINE
——— ‹ › ———	ADJOINER LINE
- - - - - - -	EASEMENT
//////	ASPHALT

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 a portion of this property is within "Zone AE" defined as "Areas subject to inundation by the 1% annual chance of flood with base flood elevations determined" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS LUKE P. SCHEIBMEIR is the owner of all of all of that certain tract or parcel of land situated in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, and being all of Lots 1, 2 & 3, in Block 1, of Post Oak Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 35, Page 58, Deed Records, Grayson County, Texas, and being all of a tract of land described in the deed to Luke P. Scheibmeir, recorded in Instrument No. 2021-37155, Official Records, Grayson County, Texas, and being all of a tract of land described in the deed to Luke P. Scheibmeir, recorded in Instrument No. 2022-1092, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with an illegible plastic cap found for the northwest corner of said Scheibmeir Tract (2022-1092), common to the northwest corner of said Lot 3, and common to the southwest corner of Lot 4, in said Block 1, on the easterly line of a called 22 feet wide Alley Way, in said Block 1;

THENCE North 75°07'21" East, with the northerly line of said Scheibmeir Tract (2022-1092), and with the northerly line of said Lot 3, and with the southerly line of said Lot 4, a distance of 149.80 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northeast corner of said Scheibmeir Tract (2022-1092), common to the northeast corner of said Lot 3, and common to the southeast corner of said Lot 4, on the westerly right-of-way line of Rusk Street;

THENCE South 15°13'21" East, with the easterly line of said Scheibmeir Tract (2022-1092), and with the easterly line of said Lot 3, and with the westerly right-of-way line of said Rusk Street, passing en route at a distance of 50.43 feet a 1/2-inch iron rod found for the southeast corner of said Scheibmeir Tract (2022-1092), common to the southeast corner of said Lot 3, and common to the northeast corner of aforesaid Scheibmeir Tract (2021-37155), and common to the northeast corner of aforesaid Lot 2, and continuing on said course with the easterly line of said Scheibmeir Tract (2021-37155), and with the easterly line of said Lot 2, passing en route at a distance of 100.13 feet a bent 1/2-inch iron rod found for the southeast corner of said Lot 2, common to the northeast corner of aforesaid Lot 1, and continuing on said course, a total distance of 150.58 feet to a bent 1/2-inch iron rod found for the southeast corner of said Scheibmeir Tract (2021-37155), common to the southeast corner of said Lot 1, and at the intersection of the westerly right-of-way line of Rusk Street and the northerly right-of-way line of Center Street;

THENCE South 75°13'50" West, with the southerly line of said Scheibmeir Tract (2021-37155), and with the southerly line of said Lot 1, and with the northerly right-of-way line of said Center Street, a distance of 149.80 feet to a 1/2-inch iron rod found for the southwest corner of said Scheibmeir Tract (2021-37155), common to the southwest corner of said Lot 1, and common to the southeast corner of aforesaid Alley;

THENCE North 15°13'21" West, with the westerly line of said Scheibmeir Tract (2021-37155), and with the westerly line of said Lot 1, and with the easterly line of said Alley, passing en route at a distance of 49.83 feet a 1/2-inch iron rod found for the northwest corner of said Lot 1, common to the southwest corner of aforesaid Lot 2, and continuing on said course, with the westerly line of said Lot 2, passing en route at a distance of 99.87 feet a 1/2-inch iron rod found for the northwest corner of said Scheibmeir Tract (2021-37155), common to the northwest corner of said Lot 2, and common to the southwest corner of aforesaid Scheibmeir Tract (2022-1092), and common to the southwest corner of aforesaid Lot 3, and continuing on said course, with the westerly line of said Scheibmeir Tract (2022-1092), and with the westerly line of said Lot 3, a total distance of 150.30 feet to the POINT OF BEGINNING and enclosing 0.517 of an acre (22,535 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **LUKE P. SCHEIBMEIR**, does hereby adopt this plat designating the hereinbefore described property as **LITTLE STORE ADDITION, BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK ADDITION**, 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:_____
Luke P. Scheibmeir

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 Luke P. Scheibmeir, 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 **LITTLE STORE ADDITION, BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK 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

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **LUKE P. SCHEIBMEIR**, 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 **LITTLE STORE ADDITION, BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK 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 **LITTLE STORE, ADDITION BEING A REPLAT OF BLOCK 1, LOTS 1, 2 & 3, POST OAK 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 _____, 20___.

By: _____
Luke P. Scheibmeir

OWNER/DEVELOPER:
Luke P. Scheibmeir
3213 Redbud Trail
Sherman, TX 75092
Ph: 903-271-0007

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

LITTLE STORE ADDITION
BEING A REPLAT OF BLOCK 1 LOTS 1, 2 & 3 POST OAK ADDITION
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
South Rusk 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"=30' Date: 05/24/2023	Project No. 21-0616.1 Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

June 12, 2023

Luke P. Scheibmeir
3213 Redbud Trail
Sherman, TX 75092

Preston Trail Land Surveying
Attn: Chris Noah, RPLS
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Little Store Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, June 20, 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. Dedicate a 15'x15' Right of Way corner clip on Southeast corner of proposed Lot 1. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
2. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. 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.
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. 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. 29.

Meeting Date: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

708 AND 722 SOUTH RUSK STREET (Project No. 23-003055)

The request of Luke Scheibmeir (Owner) Chris Noah (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property located at 708 and 722 South Rusk Street, consisting of 0.517 acres in the Samuel Blagg Survey, Abstract No. 56, and being all of Lots 1, 2 & 3, Block 1 of Post Oak Addition, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.016 to allow a 2.2' side setback in lieu of the required 25'; 6' front setback in lieu of the required 25'; and 16.4' rear setback in lieu of the required 25' for the existing structures.

Planning and Zoning Commission

B. Public Hearing, Site Plan and Zone Change from an R-6 (Single Family Residential) District and a C-1 (Retail Business) District to a C-N (Neighborhood Commercial) District.
C. Replat of Little Store Addition

Background:

The property is located at 708 and 722 South Rusk Street at the intersection of West Center Street and South Rusk Street. The owner is requesting a Variance for the side, front and rear setbacks of the existing structures. The owner is also requesting a Site Plan and Zone Change from a R-6 (Single Family Residential) District and a C-1 (Retail Business) District to a C-N (Neighborhood Commercial) District with a Replat for Little Store Addition.

Adjacent Zoning:

R-6 (Single Family Residential) District
C-1 (Retail Business) District

Origination:

Luke Scheibmeir (Owner
Chris Noah (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:

26

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Site Plan
Replat
STAFF REVIEW LETTER - Engineering
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 5.**

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Lot 1, Block 1 Texoma Hyundai Addition, consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, and is currently zoned C-2 (General Commercial) District; RFJ Auto Properties, LLC, Owner, Barton Chapa Surveying, LLC, Land Surveyor (2500 Texoma Parkway)

Issue:

To consider Final Plat of Lot 1, Block 1 Texoma Hyundai Addition, consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, and is currently zoned C-2 (General Commercial) District; RFJ Auto Properties, LLC, Owner, Barton Chapa Surveying, LLC, Land Surveyor (2500 Texoma Parkway)

Background:

The property is located at 2500 Texoma Parkway at the Southwest corner of Highway 82 and Texoma Parkway and is zoned C-2 (General Commercial) District. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- June 11, 1974 - Zone Change from a R-1 (Single Family Residential) to a C-2 (General Commercial) District
- November 11, 2003 - Variance to allow an additional freestanding sign per lot in R-1
- November 11, 2003 - Specific Use Permit for Auto Dealership in C-2 & O-1, Ordinance 5188
- December 15, 2020 - Exception to allow an existing metal building for an automobile restoration center in lieu of the required masonry in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- December 15, 2020 - Specific Use Permit to allow an automobile restoration center with paint booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- January 10, 2023 - Variance to allow at 10.5' side setback in lieu of the required 15' and a 4.4' rear setback in lieu of the required 25'
- January 10, 2023 - Variance to allow 9.77% of open landscaped area in lieu of the required 10% and 21% of the required landscaped islands in lieu of the required 40%.
- January 10, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile Sales, new or used, in a C-2 (General Commercial) District.

Origination:

RFJ Auto Properties, LLC (Owner)
Barton Chapa Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER
P&Z Communication

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dlagrone H:\PLANNING\Public Notification KT.aprx

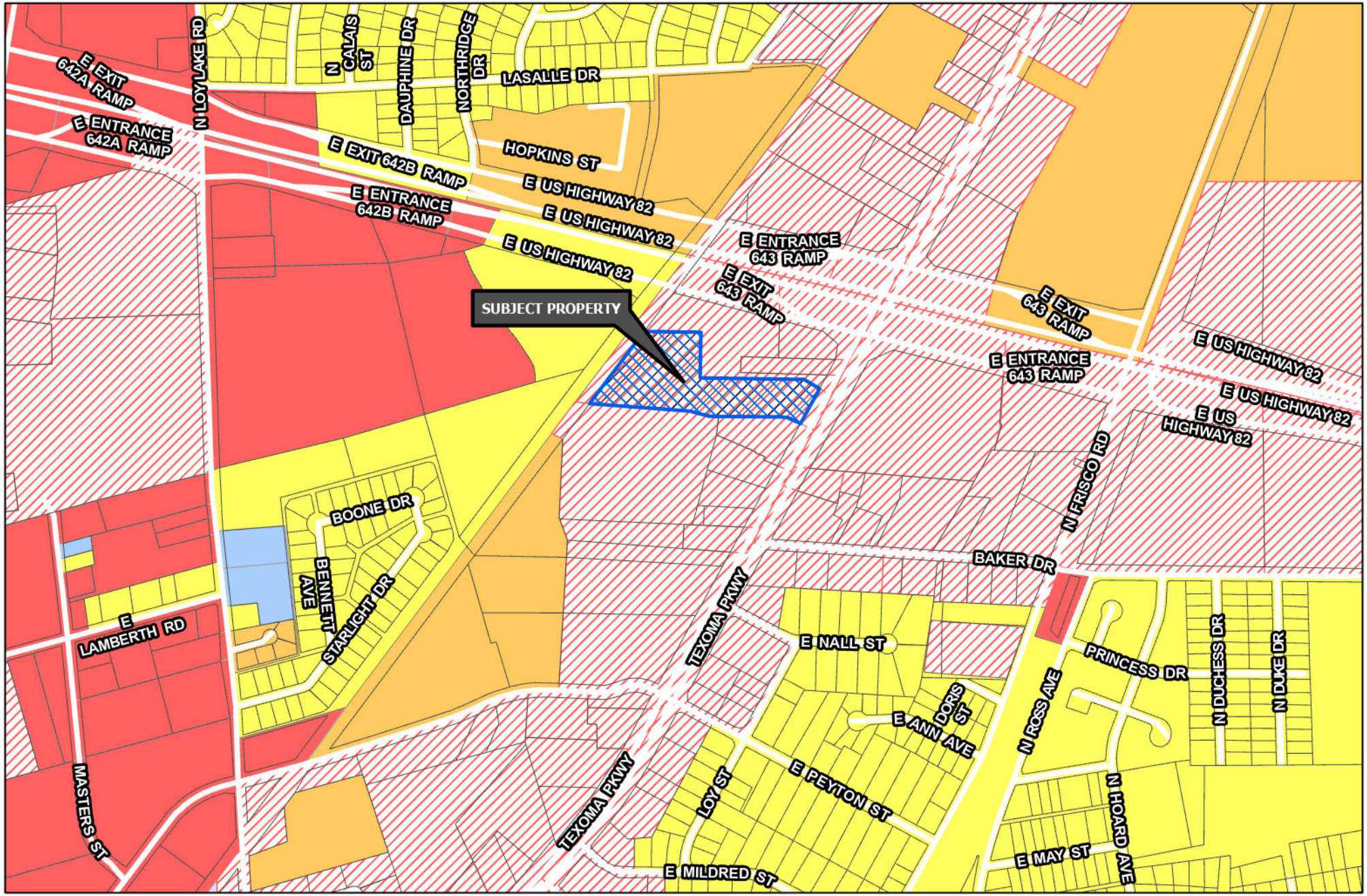
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2500 TEXOMA PKWY

N
W E
S

Date: 6/3/2023 12:29 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
2500 TEXOMA PKWY

N
W E
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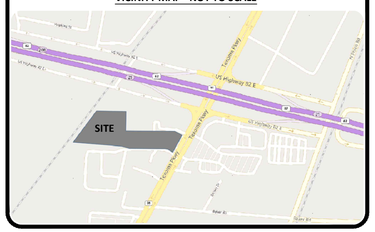
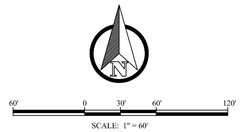
Date: 5/22/2023 4:12 PM

VICINITY MAP - NOT TO SCALE



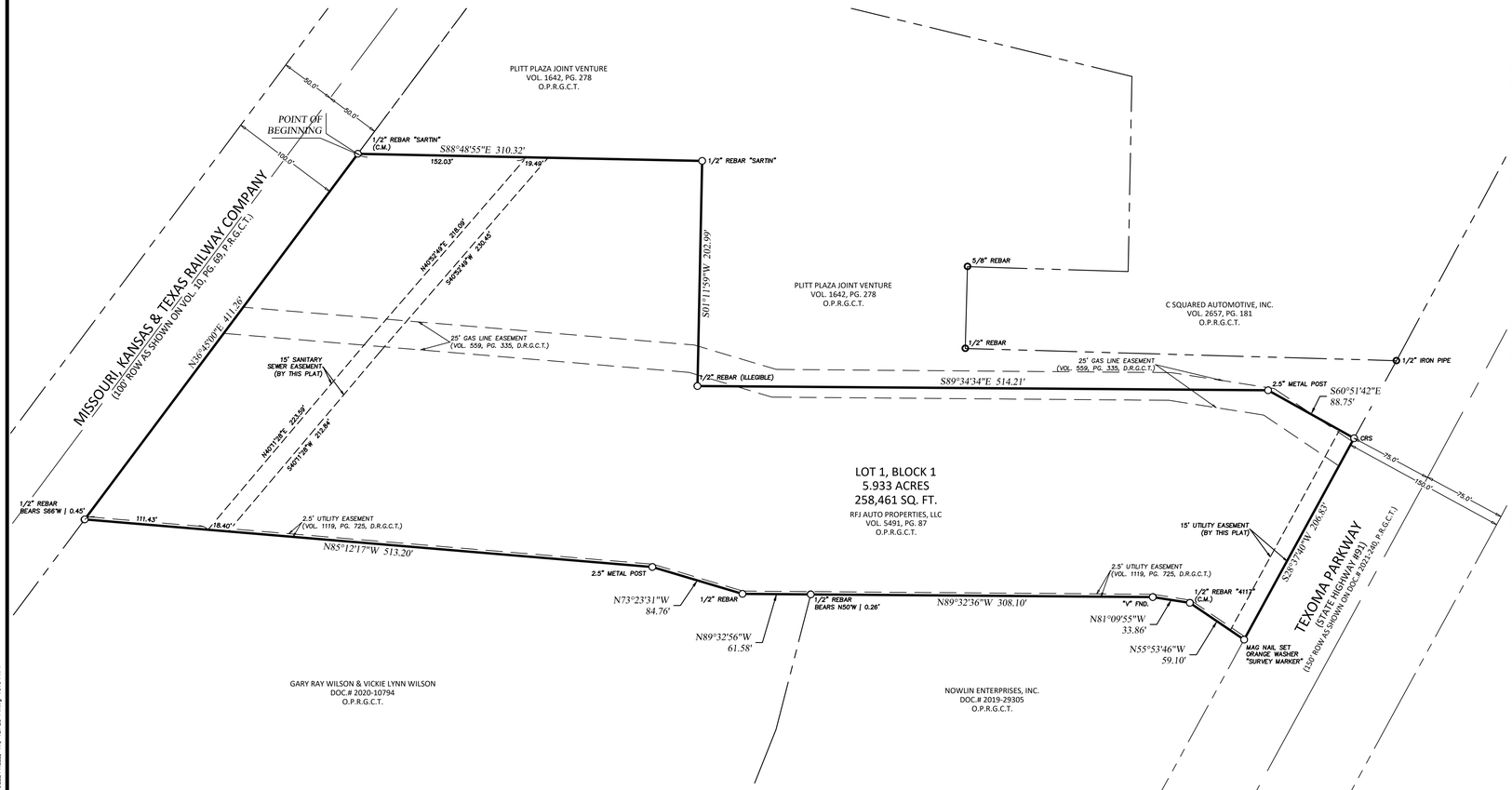


LEGEND OF ABBREVIATIONS

•	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
•	P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
•	O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
•	DOC.#	DOCUMENT NUMBER
•	C.M.	CONTROLLING MONUMENT
•	SQ. FT.	SQUARE FEET
•	ROW	RIGHT OF WAY
•	CRS	CAPPED REBAR SET

SURVEYOR'S NOTES:

1. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00012.
2. This property lies within Zone "X" of the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, map no. 48181C0290G, with an effective date of September 1, 2022, via scaled map location and graphic plotting.
3. Monuments are found unless specifically designated as set.
4. Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88), same being the vertical datum of the Geodetic Control published by the City of Sherman, Texas.



SURVEY PREPARED BY KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121, COLLEYVILLE, TX 76034 | 5200 STATE HIGHWAY 121

SURVEYOR'S CERTIFICATE

I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, o 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.

Date of Plat/Map: **March 9, 2023**

_____

John H. Barton III, RPLS# 6737

STATE OF TEXAS §

COUNTY OF TARRANT §

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 whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

_____

Notary Public in and for

the State of Texas

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS RFJ AUTO PROPERTIES, LLC is the owner of a tract situated in the R. Hendrix survey, abstract number 504, Grayson County, Texas, being the same tract described in the deed to RFJ Auto Properties, LLC, recorded in Volume 5491, Page 87, Deed Records, Grayson County, Texas, the subject tract being more particularly described as follows (Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar with cap stamped "SARTIN" found at the northwest corner of said RFJ tract, lying on the southeast right-of-way of the MKT Railway Company;

THENCE with the north line of said RFJ tract, the following calls:

1. SOUTH 88 degrees 48 minutes 55 seconds EAST, a distance of 310.32 feet to a 1/2 inch rebar with cap stamped "SARTIN" found;
2. SOUTH 01 degree 11 minutes 59 seconds WEST, a distance of 202.99 feet to a 1/2 inch rebar with illegible cap found;
3. SOUTH 89 degrees 34 minutes 34 seconds EAST, a distance of 514.21 feet to a 2-1/2 inch metal post found;
4. SOUTH 60 degrees 51 minutes 42 seconds EAST, a distance of 88.75 feet to a 1/2 inch rebar with cap stamped "BARTON CHAPA" set ("capped rebar set") on the northwest right-of-way of Texoma Parkway (also known as "State Highway #91");

THENCE with the northwest right-of-way of said Texoma Parkway, SOUTH 28 degrees 37 minutes 40 seconds WEST, a distance of 206.83 feet to a Mag nail with orange washer set;

THENCE with the south line of said RFJ tract, the following calls:

1. NORTH 55 degrees 53 minutes 46 seconds WEST, a distance of 59.10 feet to a 1/2 inch rebar with cap stamped "4117" found;
2. NORTH 81 degrees 09 minutes 55 seconds WEST, a distance of 33.86 feet to a "V" cut found;
3. NORTH 89 degrees 32 minutes 36 seconds WEST, a distance of 308.10 feet to a point from which a 1/2 inch rebar found bears NORTH 50 degrees WEST, 0.26 feet;
4. NORTH 89 degrees 32 minutes 56 seconds WEST, a distance of 61.58 feet to a 1/2 inch rebar found;
5. NORTH 73 degrees 23 minutes 31 seconds WEST, a distance of 84.76 feet to a 2-1/2 inch metal post found;
6. NORTH 85 degrees 12 minutes 17 seconds WEST, a distance of 513.20 feet to the southeast right-of-way of said railway, from which a 1/2 inch rebar found bears SOUTH 66 degrees WEST, 0.45 feet;

THENCE with the southeast right-of-way of said railway, NORTH 36 degrees 45 minutes 00 seconds EAST, a distance of 411.26 feet, returning to the **POINT OF BEGINNING** and enclosing 5.933 acres (258,461 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

RFJ AUTO PROPERTIES, LLC does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that **RFJ AUTO PROPERTIES, LLC** may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over **RFJ AUTO PROPERTIES, LLC's** property. Such release shall include, but not be limited to, any damages to **RFJ AUTO PROPERTIES, LLC's** 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, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon **RFJ AUTO PROPERTIES, LLC** and **RFJ AUTO PROPERTIES, LLC's** successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this_____ day of_____, A.D. 20_____.

_____

Owner/Authorized Agent

STATE OF TEXAS §

COUNTY OF TARRANT §

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 whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

_____

Notary Public in and for

the State of Texas

Certificate of approval by the city planning and zoning commission:

Approved this_____ day of_____, A.D. 20_____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____

Chairman Secretary

Certificate of acceptance by the city council:

Accepted by the City Council of the City of Sherman, Texas.

_____ _____

Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final **LOT 1, BLOCK 1, TEXOMA HYUNDAI ADDITION** plat of Subdivision or Addition to the City of Sherman was submitted to the City Council on the _____ day of _____, 20 ___, and the City Council by formal action 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_____.

_____

City Clerk, City of Sherman, Texas

FINAL PLAT
LOT 1, BLOCK 1
TEXOMA HYUNDAI ADDITION

5.933 ACRES SITUATED IN THE
R. HENDRIX SURVEY, ABSTRACT #504
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
PREPARED DECEMBER, 2022

ENGINEER/PREPARER

kirkman ENGINEERING

5200 State Highway 121
Colleyville, TX 76034
Phone: 817-488-4960

SURVEYOR

BARTON CHAPA SURVEYING, LLC
5200 State Highway 121
Colleyville, TX 76034
Phone: 817-864-1957
info@bcsdfw.com
TBPLS Firm #10194474

OWNER

RFJ AUTO PROPERTIES, LLC
401 WILLOWCREST
ROCKWALL, TX 75032

JOB NO.	2022.001.291
DRAWN:	BCS
CHECKED:	JHB

TABLE OF REVISIONS

DATE	SUMMARY

TEXOMA HYUNDAI

SHERMAN, TEXAS

SHEET:

VO1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

June 12, 2023

RFJ Auto Properties, LLC
401 Willowcrest
Rockwall, TX 75032

Barton Chapa Surveying, LLC
5200 State Highway 121
Colleyville, TX 76034

Dear Applicants,

The request for approval of the Final Plat of Texoma Hyundai Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, June 20, 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. Encroachment Agreement approved by City Council required for existing buildings over Wastewater main. Instrument information for Encroachment Agreement to be shown on Plat.
2. Add Avigation Release to plat. *Code of Ordinances Chapter 14, Article 14.02*
3. 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*
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. 7.

Meeting Date: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

* **2500 TEXOMA PARKWAY (Project No. 23-003032)**

The request of RFJ Auto Properties, LLC (Owner), Martin Walsh, Sonic Automotive (Developer), Jeremy Nelson, PE, Kirkman Engineering (Engineer/Preparer), and Barton Chapa Surveying, LLC (Surveyor) concerning the property located at 2500 Texoma Parkway, consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, and is currently zoned C-2 (General Commercial) District, as follows:

Planning and Zoning Commission

Final Plat of Lot 1, Block 1 Texoma Hyundai Addition

Background:

The property is located at 2500 Texoma Parkway at the Southwest corner of Highway 82 and Texoma Parkway and is zoned C-2 (General Commercial) District. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- June 11, 1974 - Zone Change from a R-1 (Single Family Residential) to a C-2 (General Commercial) District
- November 11, 2003 - Variance to allow an additional freestanding sign per lot in R-1
- November 11, 2003 - Specific Use Permit for Auto Dealership in C-2 & O-1, Ordinance 5188
- December 15, 2020 - Exception to allow an existing metal building for an automobile restoration center in lieu of the required masonry in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- December 15, 2020 - Specific Use Permit to allow an automobile restoration center with paint booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- January 10, 2023 - Variance to allow at 10.5' side setback in lieu of the required 15' and a 4.4' rear setback in lieu of the required 25'
- January 10, 2023 - Variance to allow 9.77% of open landscaped area in lieu of the required 10% and 21% of the required landscaped islands in lieu of the required 40%.
- January 10, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow

Automobile Sales, new or used, in a C-2 (General Commercial) District.

Adjacent Zoning:

C-2 (General Commercial) District
R-6 (Single Family Residential) District

Origination:

RFJ Auto Properties, LLC (Owner)
Martin Walsh, Sonic Automotive (Developer)
Jeremy Nelson, PE, Kirkman Engineering (Engineer/Preparer)
Barton Chapa Surveying, LLC (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 **H. 6.**

Meeting Date: 07/17/2023
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Northwest Addition, Block 1, Lot 5R, consisting of 1.400 acres in the Alfred Hume Survey, Abstract No. 522, and being a part of Lot 5, Block 1 of Northwest Addition and is currently zoned R-6 (Single Family Residential) District; Zachary Sanford, Owner; and Underwood Drafting & Surveying, Inc., Surveyor (2524 Mountain Climb Road)

Issue:

To consider the Replat of Northwest Addition, Block 1, Lot 5R, consisting of 1.400 acres in the Alfred Hume Survey, Abstract No. 522, and being a part of Lot 5, Block 1 of Northwest Addition and is currently zoned R-6 (Single Family Residential) District; Zachary Sanford, Owner; and Underwood Drafting & Surveying, Inc., Surveyor (2524 Mountain Climb Road)

Background:

The property is located at 2524 Mountain Climb Road near the Southeast corner of Shadow Trail and Mountain Climb Road and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

Zachary Sanford (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

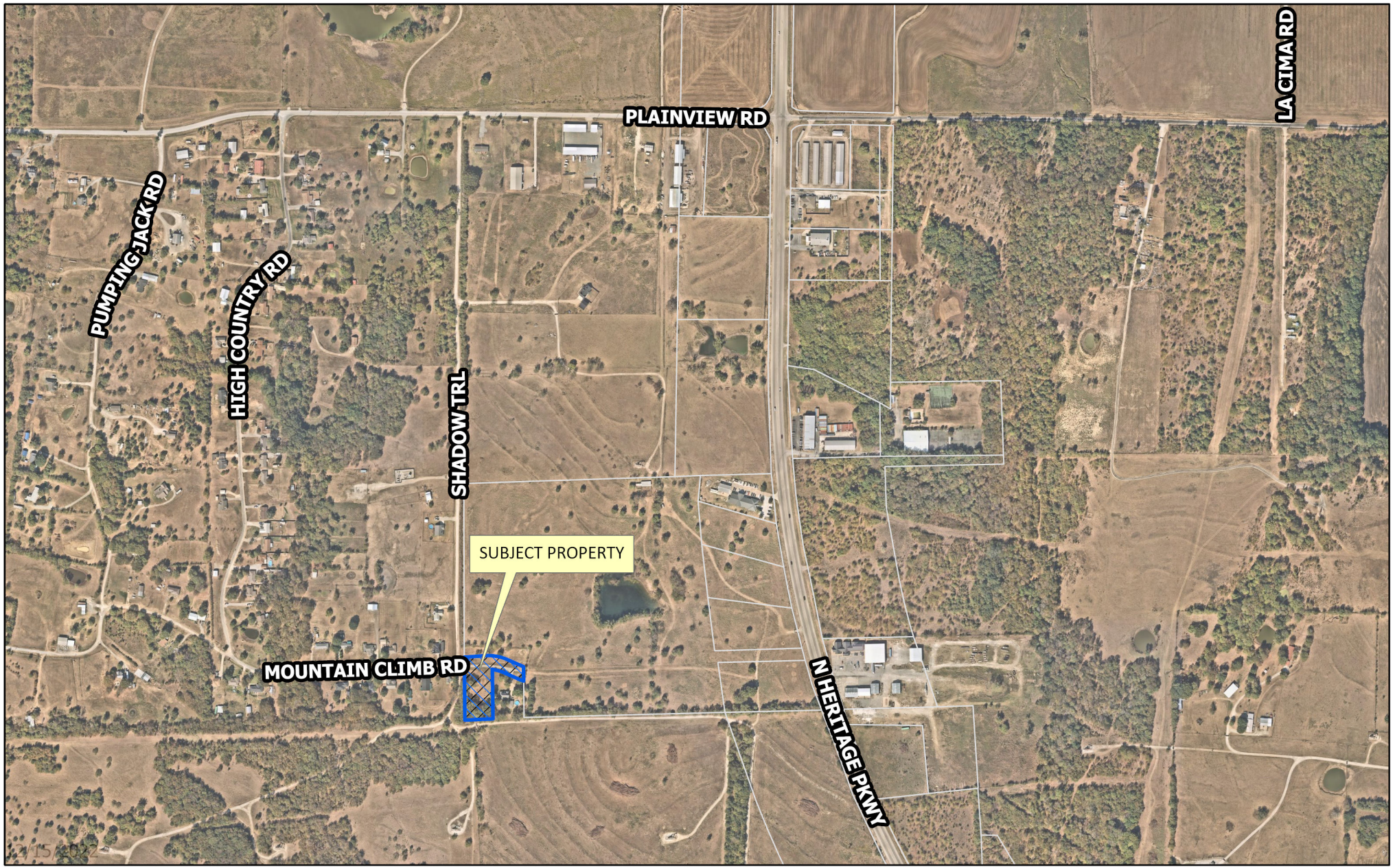
At the June 20, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Property Sign
Replat
STAFF REVIEW LETTER
P&Z Communication



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

12/15/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

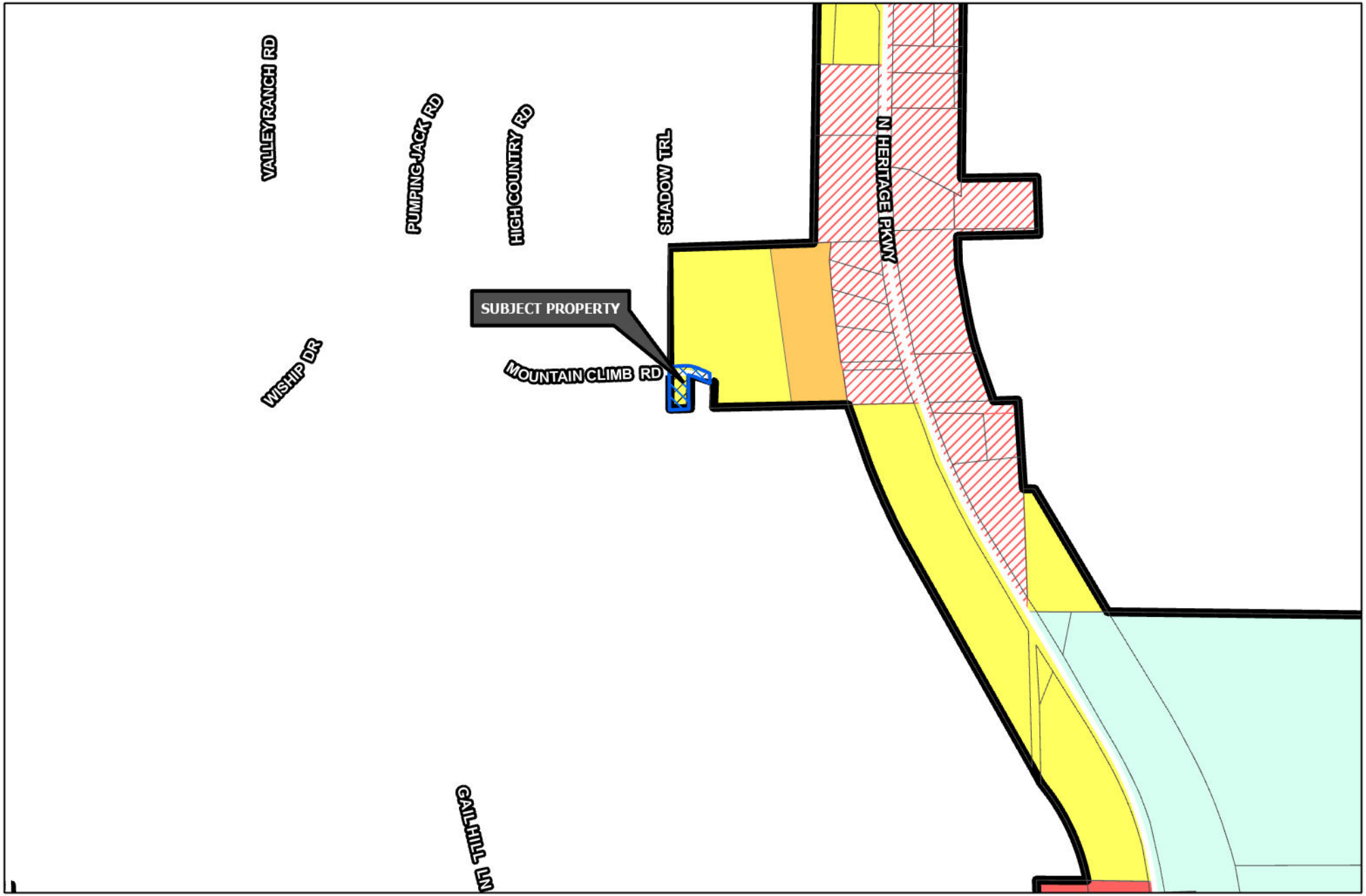
CITY OF SHERMAN

2524 Mountain Climb Rd

N
W E
S

Date: 12/15/2022 8:54 AM

Scale: 1:8,382



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
2524 MOUNTAIN CLIMB RD

N
W E
S

Date: 5/22/2023 4:46 PM

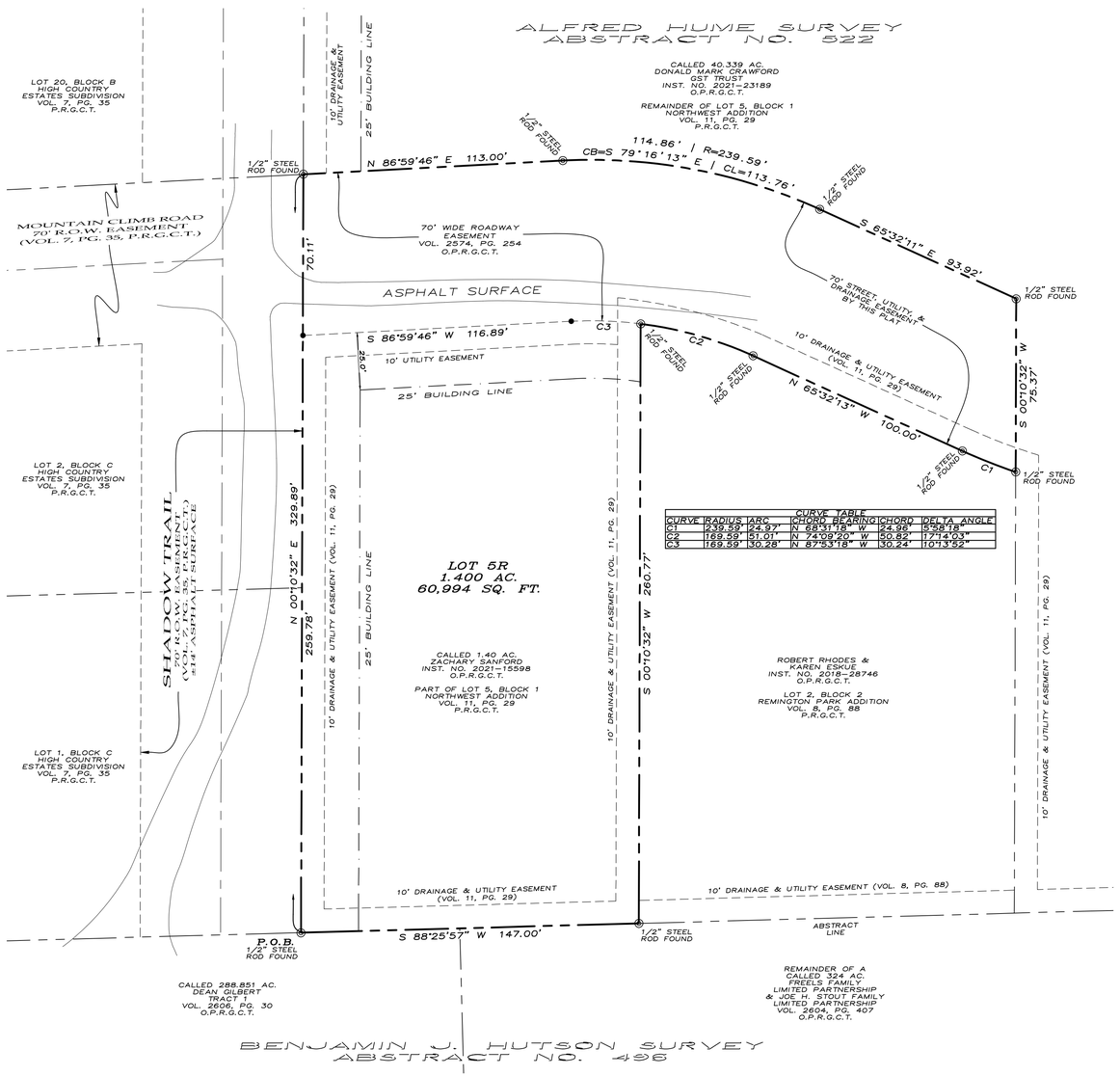
Marlow, Lauren

From: laurenm@cityofsherman.com
To: Kim Poort
Subject: RE: Property Notification Sign

From: Jennifer Norris
Sent: Friday, June 2, 2023 12:18 PM
To: Kim Poort
Subject: Re: Property Notification Sign

Please see attached sign confirmation!

JOB NO. 22111266



CURVE TABLE					
CURVE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA ANGLE
C1	239.59'	24.97'	N 68°31'18" W	24.96'	5°58'18"
C2	169.59'	51.01'	N 74°09'20" W	50.82'	17°14'03"
C3	169.59'	30.28'	N 87°53'18" W	30.24'	10°13'52"

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Alfred Hume Survey, Abstract No. 522, and being a part of Lot 5 in Block 1 of Northwest Addition to the City of Sherman, Texas as shown by plat of record in Volume 11, Page 29, Plat Records, Grayson County, Texas, also being all of the 70 foot wide roadway easement embraced by said Lot 5 and described in Private Roadway Easement and Dedication recorded in Volume 2574, Page 254, Official Public Records, Grayson County, Texas, and being the same 1.40 acre tract described in the deed to Zachary Sanford, recorded in Instrument No. 2021-15598, said Official Public Records, and being more particularly described by metes and bounds as follows:

Beginning at 1/2" steel rod found maintaining the Southwest corner of the said 1.4 acre tract in the South line of the said Hume Survey and North line of the Benjamin J. Hutson Survey, Abstract No. 496, said rod also maintaining the Southeast corner of High Country Estates Subdivision to Grayson County as shown by plat of record in Volume 7, Page 35, said Plat Records;

Thence North 00°10'32" East with the West line of said Lot 5 and East line of said High Country Estates, passing the Southwest corner of the said 70 foot wide roadway easement at 259.78 feet and continuing for a total distance of 329.89 feet to a 1/2" steel rod found maintaining the Northwest corner of both said 1.4 acre tract and roadway easement;

Thence North 86°59'46" East with the North line of said roadway easement a distance of 113.00 feet to a 1/2" steel rod found at the beginning of a curve to the right having a radius of 239.59 feet;

Thence in a Southeasterly direction continuing with said North line of roadway easement along said curve, (chord bears South 79°16'13" East, 113.76 feet), an arc distance of 114.86 feet to a 1/2" steel rod found at the end of said curve;

Thence South 65°32'11" East a distance of 93.92 feet to a 1/2" steel rod found maintaining the Northeast corner of both said 1.4 acre tract and roadway easement;

Thence South 00°10'32" West a distance of 75.37 feet to a 1/2" steel rod found marking the most Easterly Southeast "L" corner of the said 1.4 acre tract, the Southeast corner of said roadway easement, and the Northeast corner of the same tract of land described as 0.8587 acres, being Lot 2 in Block 2 of Remington Park Addition to said City of Sherman as shown by plat of record in Volume 8, Page 88, said Plat Records, as conveyed by U. S. National Bank Association, Trustee to Robert Rhodes et ux by deed dated December 13, 2018, recorded in Document No. 2018-28746, said Official Public Records;

Thence in a Northwesterly direction with the South line of said roadway easement and North line of the 0.8587 acre tract along a curve to the right having a radius of 239.59 feet, (chord bears North 68°31'18" West, 24.96 feet), an arc distance of 24.97 feet to a 1/2" steel rod found at the end of said curve;

Thence North 65°32'13" West continuing with said North line of the 0.8587 acre tract and South line of roadway easement a distance of 100.00 feet to a 1/2" steel rod found at the beginning of a curve to the right having a radius of 169.59 feet;

Thence in a Northwesterly direction with said South line of roadway easement along said curve, (chord bears North 74°09'20" West, 50.82 feet), an arc distance of 51.01 feet to a 1/2" steel rod found marking an inside "L" corner to the said 1.4 acre tract and the Northwest corner of the said 0.8587 acre tract;

Thence South 00°10'32" West a distance of 260.77 feet to a 1/2" steel rod found marking the most Southerly Southeast corner of the said 1.4 acre tract and the Southwest corner of the said 0.8587 acre tract in the said South line of the Hume Survey;

Thence South 88°25'57" West with said South line a distance of 147.00 feet to the Point of Beginning and containing 1.400 acres (60,994 square feet) of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, REPLAT OF NORTHWEST ADDITION, BLOCK 1, LOT 5R, an addition to the City of Sherman, Texas, was submitted to the City Council 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 found forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____, 2023.

Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ACCEPTANCE

Approved this _____ day of _____, 2023, by the City Planning Commission to the City of Sherman, Texas.

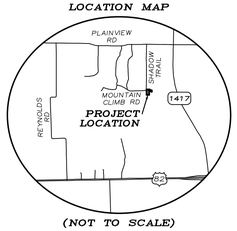
Chairman *Secretary*

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas *Date*

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, ZACHARY SANFORD, do hereby adopt this plat designating the hereinabove property as the REPLAT OF NORTHWEST ADDITION, BLOCK 1, LOT 5R, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2023.

ZACHARY SANFORD

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, ZACHARY SANFORD known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2023.

Notary Public in and for
the State of Texas
Commission Expires: _____

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by a site specific On-Site Sewage Facility approved by Grayson County.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0270G, effective date September 1, 2022.

REPLAT
NORTHWEST ADDITION
BLOCK 1, LOT 5R
REPLAT OF PART OF LOT 5, BLOCK 1 OF NORTHWEST ADDITION
Being a part of the Alfred Hume Survey, Abstract Number 522.
Being in the City of Sherman, Grayson County, Texas.
Containing 1.400 acres of land

12-13-2022

OWNERS/DEVELOPER
ZACHARY SANFORD
3337 HARRELL ROAD
HOWE, TX 75459

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

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

SHEET 1 OF 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

June 12, 2023

Zachary Sanford
3337 Harrell Road
Howe, TX 75459

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat of Northwest Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, June 20, 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. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 10' Utility Easement along dedicated Mountain Climb Road. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. City 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. Add zip code to address blocks on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. 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)*

7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. 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. 8.

Meeting Date: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

* **2524 MOUNTAIN CLIMB ROAD (Project No. 23-003033)**

The request of Zachary Sanford (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 2524 Mountain Climb Road, consisting of 1.400 acres in the Alfred Hume Survey, Abstract No. 522, and being a part of Lot 5, Block 1 of Northwest Addition and is currently zoned R-6 (Single Family Residential) District, as follows:

Planning & Zoning Commission

Public Hearing and Replat of Northwest Addition, Block 1, Lot 5R

Background:

The property is located at 2524 Mountain Climb Road near the Southeast corner of Shadow Trail and Mountain Climb Road and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District
ETJ (Extra Territorial Jurisdiction)

Origination:

Zachary Sanford (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

5

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 7.**

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Perez East Addition being a Replat of Lots 13 & 14, Block 2, of the Hall & Jones Addition, consisting of 0.273 acres, being Lot 13 and Lot 14, Block 2 of the Hall & Jones Addition, and is currently zoned R-6 (Single Family Residential) District; Gabriel Garcia Perez, Owners; Underwood Drafting & Surveying, Inc., Surveyor (802 North East Street)

Issue:

To consider the Replat of Perez East Addition being a Replat of Lots 13 & 14, Block 2, of the Hall & Jones Addition, consisting of 0.273 acres, being Lot 13 and Lot 14, Block 2 of the Hall & Jones Addition, and is currently zoned R-6 (Single Family Residential) District; Gabriel Garcia Perez, Owners; Underwood Drafting & Surveying, Inc., Surveyor (802 North East Street)

Background:

The property is located at 802 North East Street at the Northwest corner of North East Street and Carter Street and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

Gabriel Garcia Perez (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 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
Property Sign
Replat
STAFF REVIEW LETTER
P&Z Communication

dlagrone H:\PLANNING\Public Notification KT.aprx

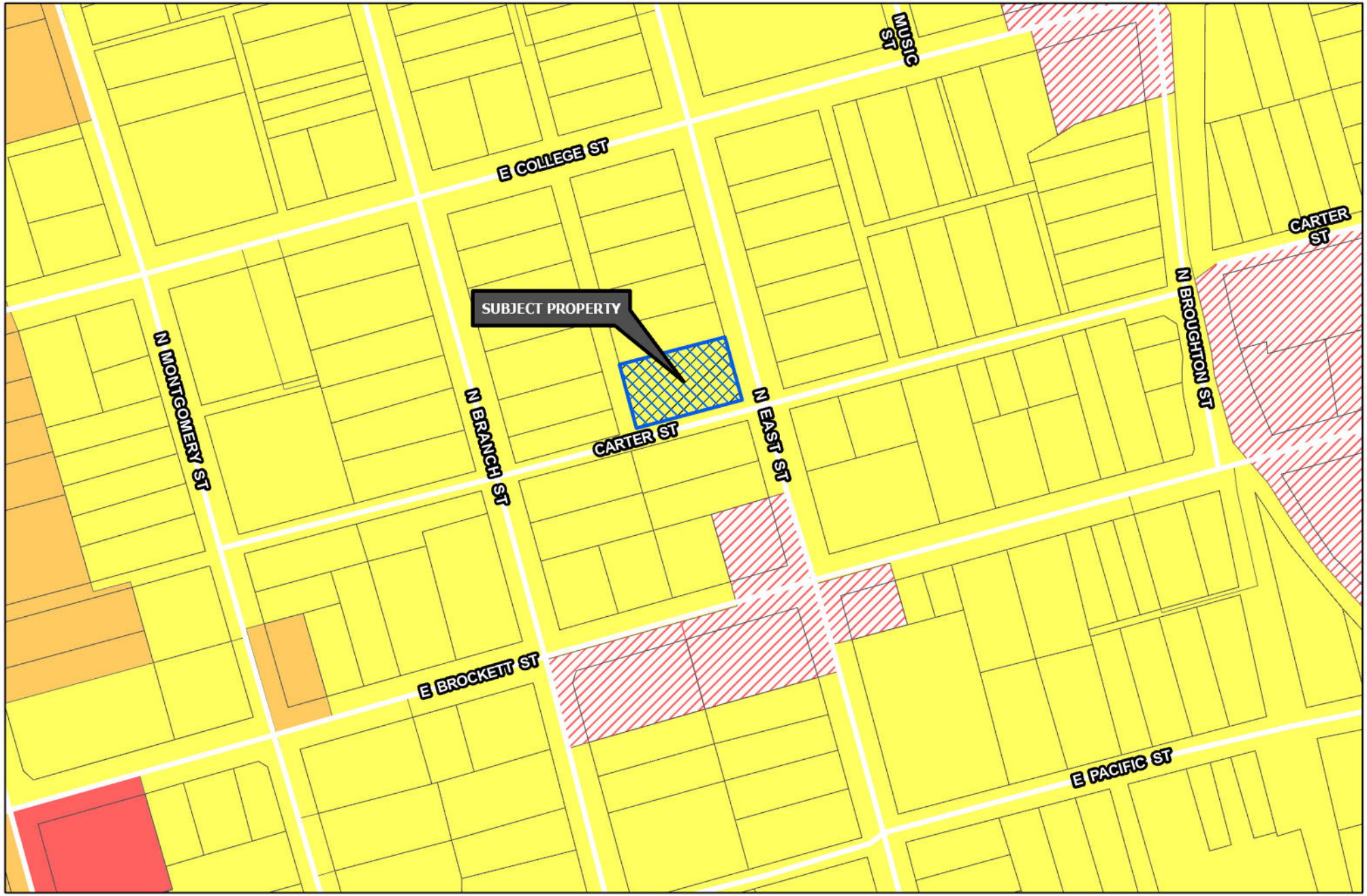
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
802 N EAST ST

N
W E
S

Date: 5/23/2023 9:10 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 802 N EAST ST

N
W E
S

Date: 5/23/2023 9:12 AM

Marlow, Lauren

From: laurenm@cityofsherman.com
Subject: RE: Proof of posting sign

From: Veronica Garcia
Sent: Friday, June 2, 2023 10:21 AM
To: Marlow, Lauren
Subject: Proof of posting sign

802 N east St Sherman TX
6/2/23 @10 am

JOB NO. 23040413

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

LEGEND

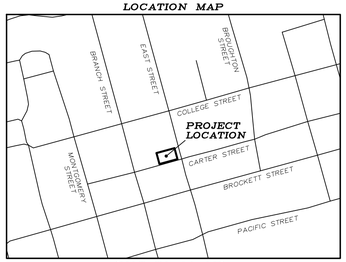
⊗	1/2" STEEL ROD FOUND
	BOUNDARY LINE
	PROPERTY LINE

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LOCATION MAP



(NOT TO SCALE)

OWNERS/DEVELOPER
GABRIEL GARCIA PEREZ
810 N. EAST STREET
SHERMAN, TX 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being all of Lot 13 and Lot 14, Block 2, of the Hall & Jones Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 58, Page 245, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northeast corner of said Lot 13, common to the southeast corner of Lot 12, said Block 2;

Thence South 15°17'22" East, with the easterly line of said Lot 13 and Lot 14, and with the westerly Right-of-Way line of N. East Street, a distance of 85.00 feet to a 1/2" steel rod found for the southeast corner of said Lot 14;

Thence South 74°38'07" West, with the southerly line of said Lot 14, and with the northerly Right-of-Way line of E. Carter Street, a distance of 140.00 feet to a 1/2" steel rod found for the southwest corner of said Lot 14;

Thence North 15°17'22" West, with the westerly line of said Lot 13 and Lot 14, a distance of 85.00 feet to a 1/2" steel rod found for the northwest corner of said Lot 13, common to the southwest corner of said Lot 12;

Thence North 74°38'07" East, with the northerly line of said Lot 13, and with the southerly line of said Lot 12, a distance of 140.00 feet to the Point of Beginning and containing 0.273 acres of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, PEREZ EAST ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council 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 herein above subscribed.

Witness my hand this_____day of _____, 2023.

_____
Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____ _____
Douglas W. Underwood *Date*
Registered Professional
Land Surveyor, No. 4709

ACCEPTANCE

Approved this _____ day of _____, 2023, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman *Secretary*

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas *Date*

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, GABRIEL GARCIA PEREZ, do hereby adopt this plat designating the hereinabove property as the PEREZ EAST ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2023.

_____
GABRIEL GARCIA PEREZ

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, GABRIEL GARCIA PEREZ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2023.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, GABRIEL GARCIA PEREZ, 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 PEREZ EAST 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 PEREZ EAST 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: GABRIEL GARCIA PEREZ

BY: _____

~ GENERAL NOTES ~

1. *Water Supply to be provided by the City of Sherman.*
2. *Sewer Service to be provided by the City of Sherman.*
3. *Electrical service is provided by Oncor Electrical Delivery.*
4. *Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.*
5. *Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.*
6. *The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.*
7. *Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.*
8. *The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.*
9. *Bearings are based on the City of Sherman Control Monument Network.*
10. *The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.*
11. *The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0290G, effective date September 1, 2022.*

REPLAT
PEREZ EAST ADDITION
Being a Replat of Lots 13 & 14, Block 2,
Of the Hall & Jones Addition,
An addition to the City of Sherman,
Grayson County, Texas,
Recorded in Volume 58, Page 245,
D.R.G.C.T.
Being a part of the J. B. McAnair Survey,
Abstract Number 763.
Containing 0.273 acres of land

05-08-23

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

June 12, 2023

Gabriel Garcia Perez
810 N. East St.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of Perez East Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, June 20, 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. Show point of beginning on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Dedicate a 10' Utility Easement along East Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Remove 15' Corner Clip from drawing. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. 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)*
7. 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: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

* **802 NORTH EAST STREET (Project No. 23-003034)**

The request of Gabriel Garcia Perez (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 802 North East Street, consisting of 0.273 acres, being Lot 13 and Lot 14, Block 2 of the Hall & Jones Addition, and is currently zoned R-6 (Single Family Residential) District, as follows:

Planning & Zoning Commission

Public Hearing and Replat of Perez East Addition being a Replat of Lots 13 & 14, Block 2, of the Hall & Jones Addition.

Background:

The property is located at 802 North East Street at the Northwest corner of North East Street and Carter Street and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

Gabriel Garcia Perez (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

49

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 8.**

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Replat of Grayson County Justice Center, Lot 1R, consisting of 4.050 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, and is currently zoned C-1 (Retail Business) District; Grayson County, Owner and Underwood Drafting & Surveying, Inc., Surveyor (200 South Crockett Street)

Issue:

To consider the Replat of Replat of Grayson County Justice Center, Lot 1R, consisting of 4.050 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, and is currently zoned C-1 (Retail Business) District; Grayson County, Owner and Underwood Drafting & Surveying, Inc., Surveyor (200 South Crockett Street)

Background:

The property is located at 200 South Crockett Street between West Lamar Street and West Cherry Street and is in the Central Business District Overlay. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- January 18, 2011 - Zone Change from a R-2 (Multi-Family Residential) District & C-2 (General Commercial) District to C-1 (Retail Business) District
- January 18, 2011 - Variance to allow a detention facility on a site 3.87 acres in lieu of the required 15 acres in a C-1 (Retail Business) District/Central Business District
- May 16, 2023 - Public Hearing and Zone Change, Block 9 of Original Town Plat consisting of 1.767 acres in the Grayson County Justice Center from a MF-30 (Multi-Family Residential) District to a C-1 (Retail Business) District.
- May 16, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a Correctional or Detention Facility or Jail in a C-1 (Retail Business) District/Central Business District Overlay.
- May 16, 2023 - Public Hearing and Zoning Text Amendment to add regulations for a new Subarea A of the Central Business District Overlay (CBD-A).

Origination:

Grayson County (Owner)
Bruce Dawsey, Grayson County Judge (Representative)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

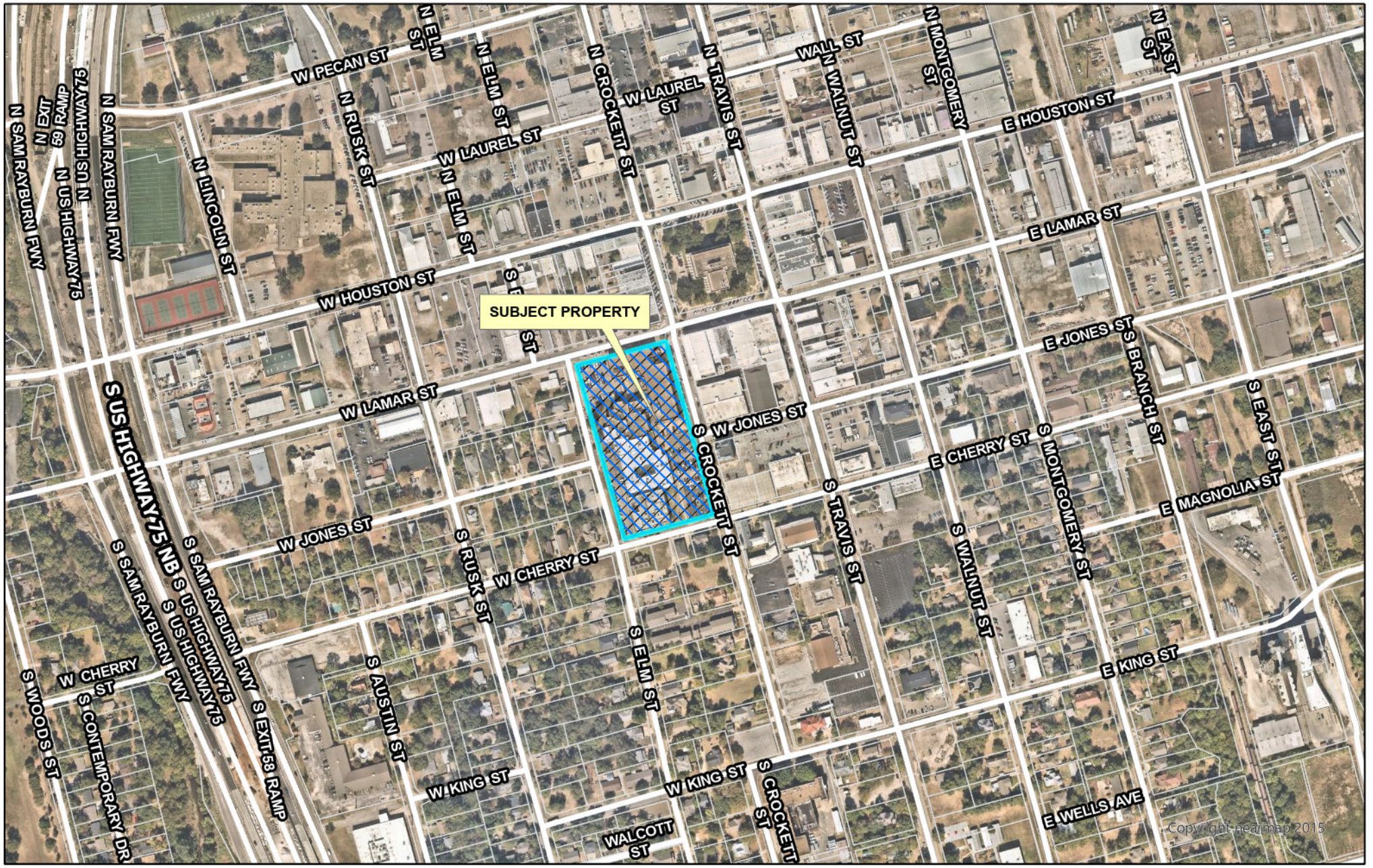
At the June 20, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Property Sign
Replat
STAFF REVIEW LETTER
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

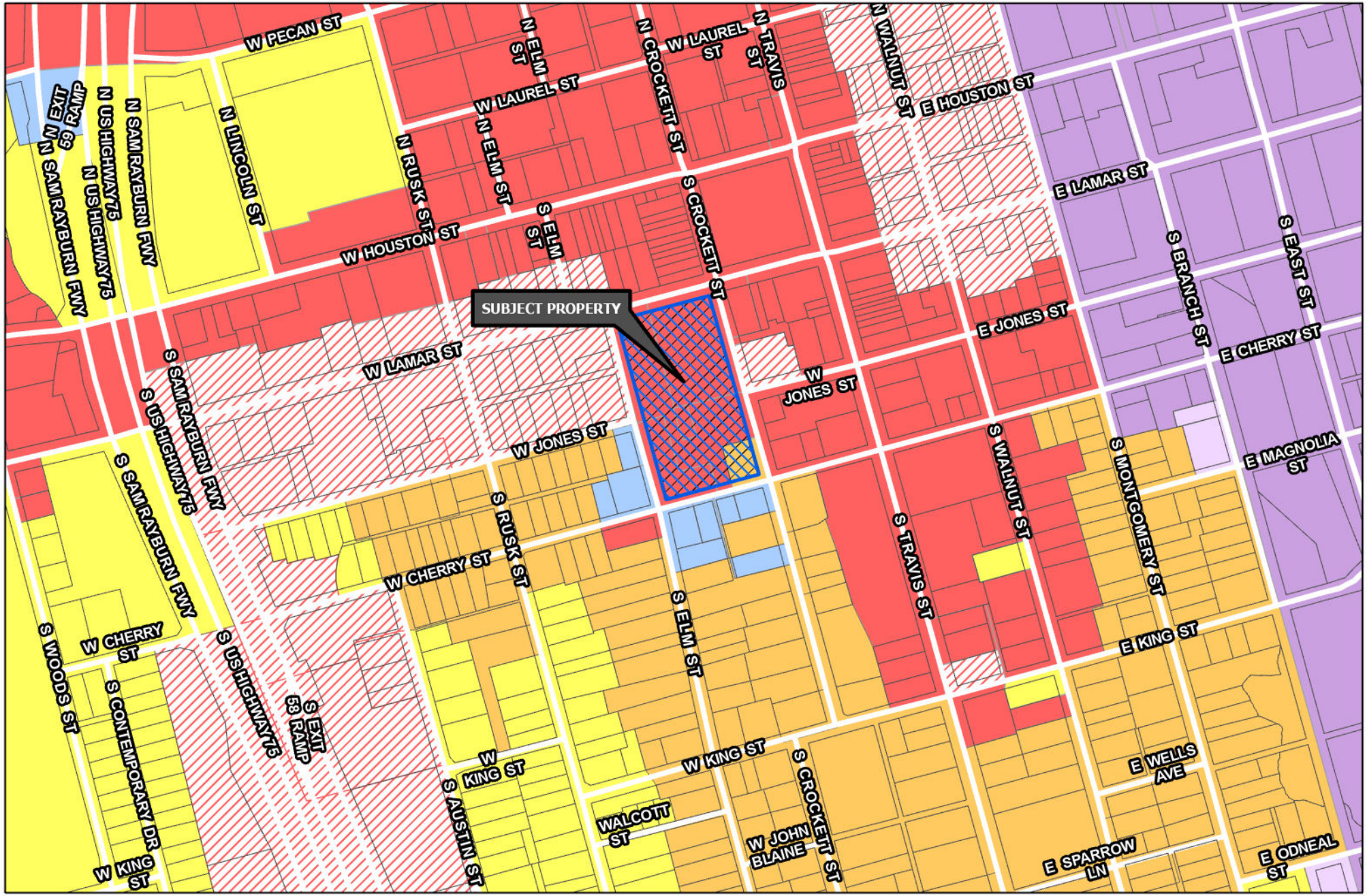
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
200 S CROCKETT ST

N
W E
S

Date: 5/22/2023 1:39 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
200 S CROCKETT ST

N
W E
S

Date: 5/22/2023 1:41 PM

Marlow, Lauren

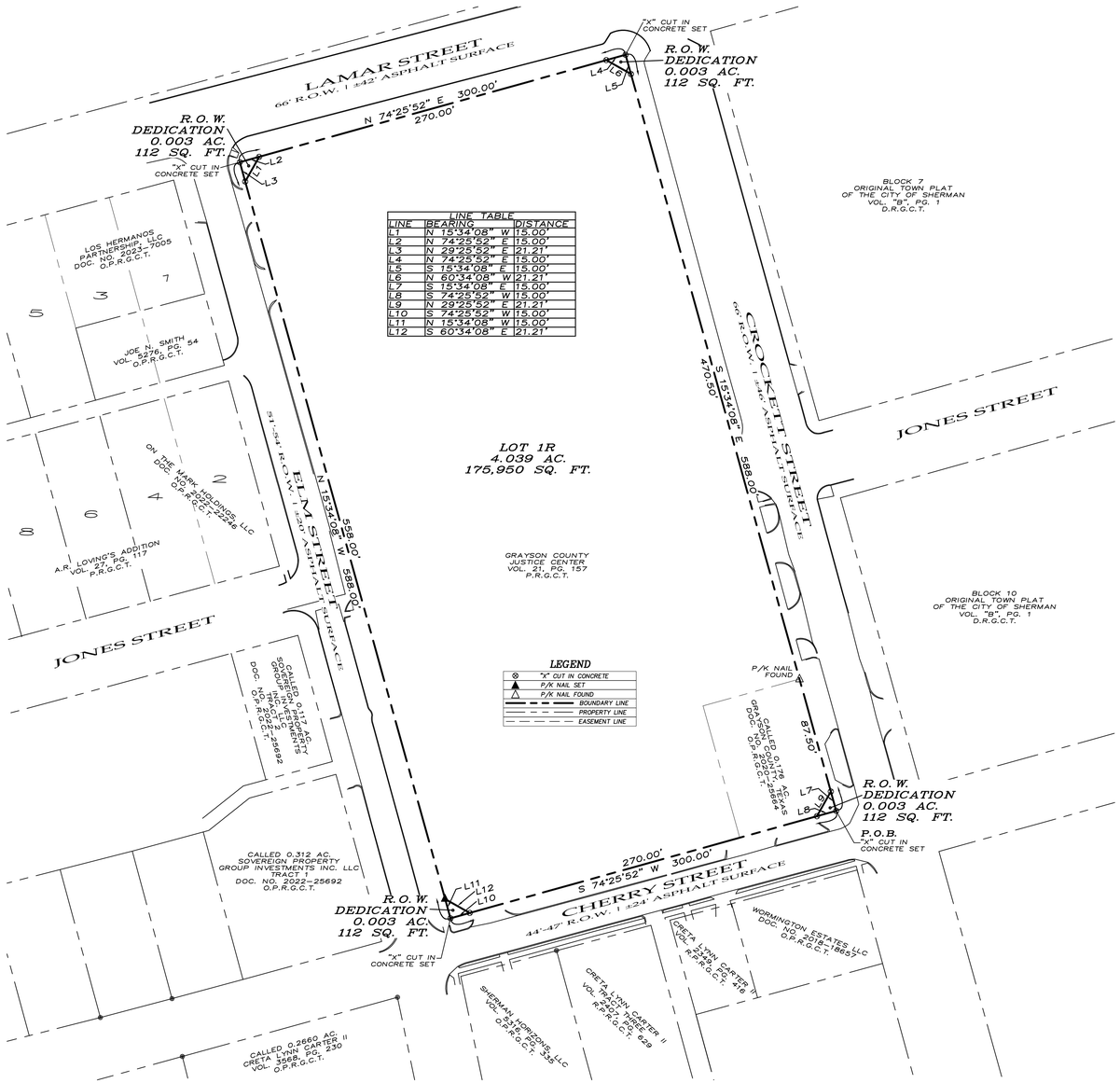
From: laurenm@cityofsherman.com
To: Dornic, Myron
Subject: RE: Zoning Sign Photos

From: Joe Brown
Sent: Tuesday, May 2, 2023 2:04 PM
To: Dornic, Myron
Subject: Photos

RECEIVED FROM EXTERNAL SENDER – USE CAUTION

Sent from my iPhone

JOB NO. 23040418



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 15°34'08" W	15.00'
L2	N 74°25'52" E	15.00'
L3	N 29°25'52" E	21.21'
L4	N 74°25'52" E	15.00'
L5	S 15°34'08" E	15.00'
L6	N 60°34'08" W	21.21'
L7	S 15°34'08" E	15.00'
L8	S 74°25'52" W	15.00'
L9	N 29°25'52" E	21.21'
L10	S 74°25'52" W	15.00'
L11	N 15°34'08" W	15.00'
L12	S 60°34'08" E	21.21'

LEGEND

⊗	"X" CUT IN CONCRETE
▲	P/K NAIL SET
△	P/K NAIL FOUND
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

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

GRAPHIC SCALE

50 0 25 50 100 200

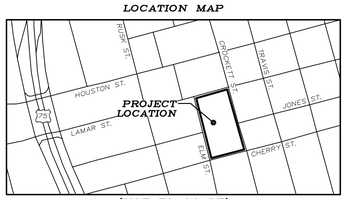
(IN FEET)
1 inch = 50 ft.

NORTH

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0290 G, effective date September 1, 2022.

LOCATION MAP



(NOT TO SCALE)

OWNERS/DEVELOPER
GRAYSON COUNTY
100 W. HOUSTON STREET
SHERMAN, TX 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

SHEET 1 OF 1

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being all of Grayson County Justice Center, according to the plat thereof recorded in Volume 21, Page 157, Plat Records, Grayson County, Texas, (of which consits of Jones Street and Lots 1 through 6 in Block 9 and all of Block 6 of Original Town Plat of the City of Sherman, recorded in Volume "B", Page 1, Deed Records, Grayson County, Texas), and being all of a called 0.176 acre tract of land described in the deed to Grayson County, Texas, recorded in Document No. 2020-25664, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at an 'X' cut in concrete set for the southeast corner of said 0.176 acre tract, and at the intersection of the westerly right-of-way line of Crockett Street and the northerly right-of-way line of Cherry Street;

Thence South 74°25'52" West, with the southerly line of said 0.176 acre tract, and with the southerly line of aforesaid Grayson County Justice Center Addition, and with the northerly right-of-way line of said Cherry Street, distance of 300.00 feet to an 'X' cut in concrete set for the southwest corner of said Grayson County Justice Center Addition, and at the intersection of the northerly right-of-way line of said Cherry Street and with the easterly right-of-way line of said Elm Street;

Thence North 15°34'08" West, with the westerly line of said Grayson County Justice Center Addition, and with the easterly right-of-way line of said Elm Street, a distance of 588.00 feet to the northwest corner of said Grayson County Justice Center Addition, and at the intersections of the easterly right-of-way line of said Elm Street and the southerly right-of-way line of Lamar Street;

Thence North 74°25'52" East, with the northerly line of said Grayson County Justice Center Addition, and with the southerly right-of-way line of said Lamar Street, a distance of 300.00 feet to an 'X' cut in concrete set for the northeast corner of said Grayson County Justice Center Addition, and at the intersection of the southerly right-of-way line of said Lamar Street and on the westerly right-of-way line of aforesaid Crockett Street;

Thence South 15°34'08" East, with the easterly line of said Grayson County Justice Center Addition, and with the westerly right-of-way line of said Crockett Street, passing en route at a distance of 485.50 feet a P/K nail found for the northeast corner of aforesaid 0.176 acre tract, and continuing on said course, with the easterly line of said 0.176 acre tract, a total distance of 588.00 feet to the Point of Beginning and containing 4.050 acres (176,400 square feet) of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, REPLAT GRAYSON COUNTY JUSTICE CENTER, LOT 1R, an addition to the City of Sherman, Texas, was submitted to the City Council 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 herein above subscribed.

Witness my hand this_____day of _____, 2023.

_____
Clerk, City of Sherman, Texas

ACCEPTANCE

Approved this _____ day of _____, 2023, by the City Planning Commission to the City of Sherman, Texas.

_____ Chairman

_____ Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ Mayor, City of Sherman, Texas

_____ Date

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____ Douglas W. Underwood Registered Professional Land Surveyor, No. 4709

_____ Date

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, GRAYSON COUNTY, do hereby adopt this plat designating the hereinabove property as the REPLAT GRAYSON COUNTY JUSTICE CENTER, LOT 1R, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2023.

_____
BRUCE DAWSEY
GRAYSON COUNTY

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, BRUCE DAWSEY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2023.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, GRAYSON COUNTY, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as REPLAT GRAYSON COUNTY JUSTICE CENTER, LOT 1R, 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 hereafter 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 on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at REPLAT GRAYSON COUNTY JUSTICE CENTER, LOT 1R, 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: GRAYSON COUNTY

_____
BRUCE DAWSEY

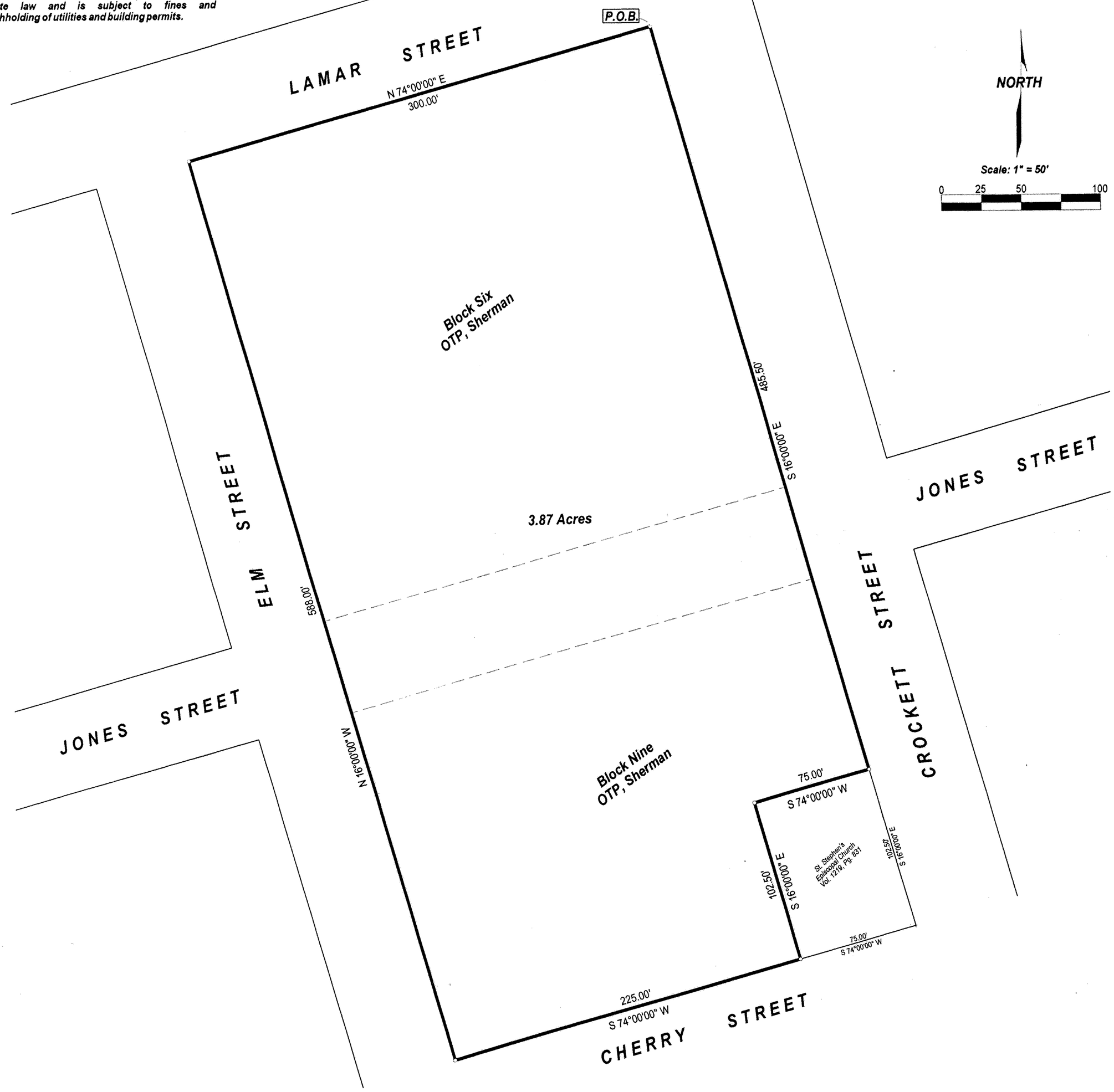
REPLAT
GRAYSON COUNTY JUSTICE CENTER, LOT 1R

Being all of Grayson County Justice Center & 0.176 acre tract of land recorded in Doc. No. 2020-25664, O.P.R.G.C.T.
Being a part of the Samuel Blagg Survey, Abstract Number 56.
Being in the City of Sherman, Grayson County, Texas.
Containing 4.050 acres of land

05/16/2023

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

NOTICE: *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.*

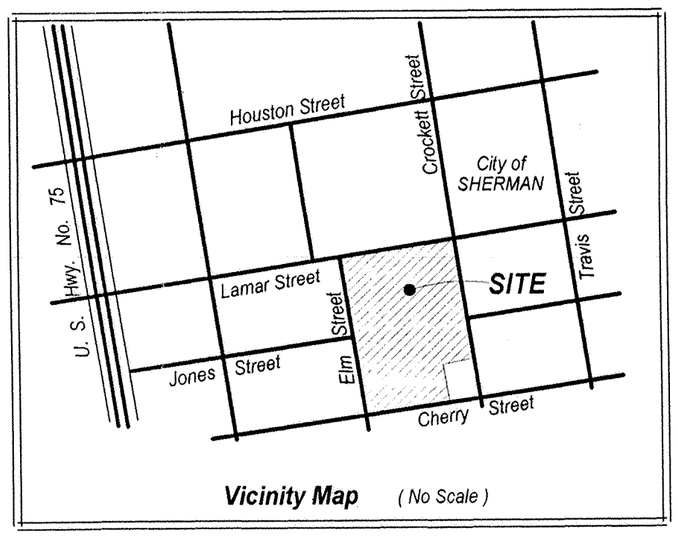


GRAYSON COUNTY JUSTICE CENTER

An Addition to the CITY of SHERMAN, TEXAS

(Being a replat of all of Block Six and a part of Block Nine of the Original Town Plat of Sherman, Texas, Vol. "B", Pg. 1, D.R.G.C.T., together with that portion of Jones Street lying between said Blocks Six and Nine)

being 3.87 Acres



Vicinity Map *(No Scale)*

Owner & Developer

Grayson County
Drue Bynum
County Judge

FILED FOR RECORD
5-21, 2012
at 12:46 o'clock P M
Recorded in Vol. 21 Page 157
Plat Records Grayson County.
WILMA BLACKSHEAR BUSH
County Clerk, Grayson Co. Texas
By Jana Carpol Deputy

9825

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

GCJC-FNL.pcs

VOL 21
PG 157

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

June 12, 2023

Grayson County
100 W. Houston St.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of Grayson County Justice Center has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, June 20, 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. Title as Final Plat Grayson County Justice Center, being a Replat of….
2. 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*
3. 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.
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. 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. 10.

Meeting Date: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

* **200 SOUTH CROCKETT STREET(Project No. 23-003035)**

The request of Grayson County (Owner), Bruce Dawsey, Grayson County Judge (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 200 South Crockett Street, consisting of 4.050 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, and is currently zoned C-1 (Retail Business) District, as follows:

Planning and Zoning Commission

Public Hearing and Replat of Grayson County Justice Center, Lot 1R

Background:

The property is located at 200 South Crockett Street between West Lamar Street and West Cherry Street and is in the Central Business District Overlay. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- January 18, 2011 - Zone Change from a R-2 (Multi-Family Residential) District & C-2 (General Commercial) District to C-1 (Retail Business) District
- January 18, 2011 - Variance to allow a detention facility on a site 3.87 acres in lieu of the required 15 acres in a C-1 (Retail Business) District/Central Business District

Adjacent Zoning:

C-1 (Retail Business) District
C-2 (General Commercial) District
MF-30 (Multi-Family Residential) District
C-O (Office) District

Origination:

Grayson County (Owner)
Bruce Dawsey, Grayson County Judge (Representative)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

36

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 9.**

Meeting Date: 07/17/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Lot 4, Sherman Industrial Development Addition (Replat), 9.023 acres in the William Martin Survey, Abstract No. 765 and being all of Lot 4, of the Replat of Sherman Industrial Development Addition, and currently zoned Blalock Industrial Park PD (Planned Development); Sapphire Stockhome, LLC, Owners and Preston Trail Land Surveying, LLC, Surveyor (304 Progress Drive)

Issue:

To consider the Replat of Lot 4, Sherman Industrial Development Addition (Replat), 9.023 acres in the William Martin Survey, Abstract No. 765 and being all of Lot 4, of the Replat of Sherman Industrial Development Addition, and currently zoned Blalock Industrial Park PD (Planned Development); Sapphire Stockhome, LLC, Owners and Preston Trail Land Surveying, LLC, Surveyor (304 Progress Drive)

Background:

The property is located at 304 Progress Drive at the corner of Progress Drive and Howe Drive. The owner is also requesting a Site Plan for Sherman Industrial Development Addition and would like to plat the property into two lots for commercial development.

Origination:

Sapphire Stockhome, LLC (Owner)
Bluestone Partners, LLC (Representative)
Preston Trail Land Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 20, 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

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dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
304 PROGRESS DR

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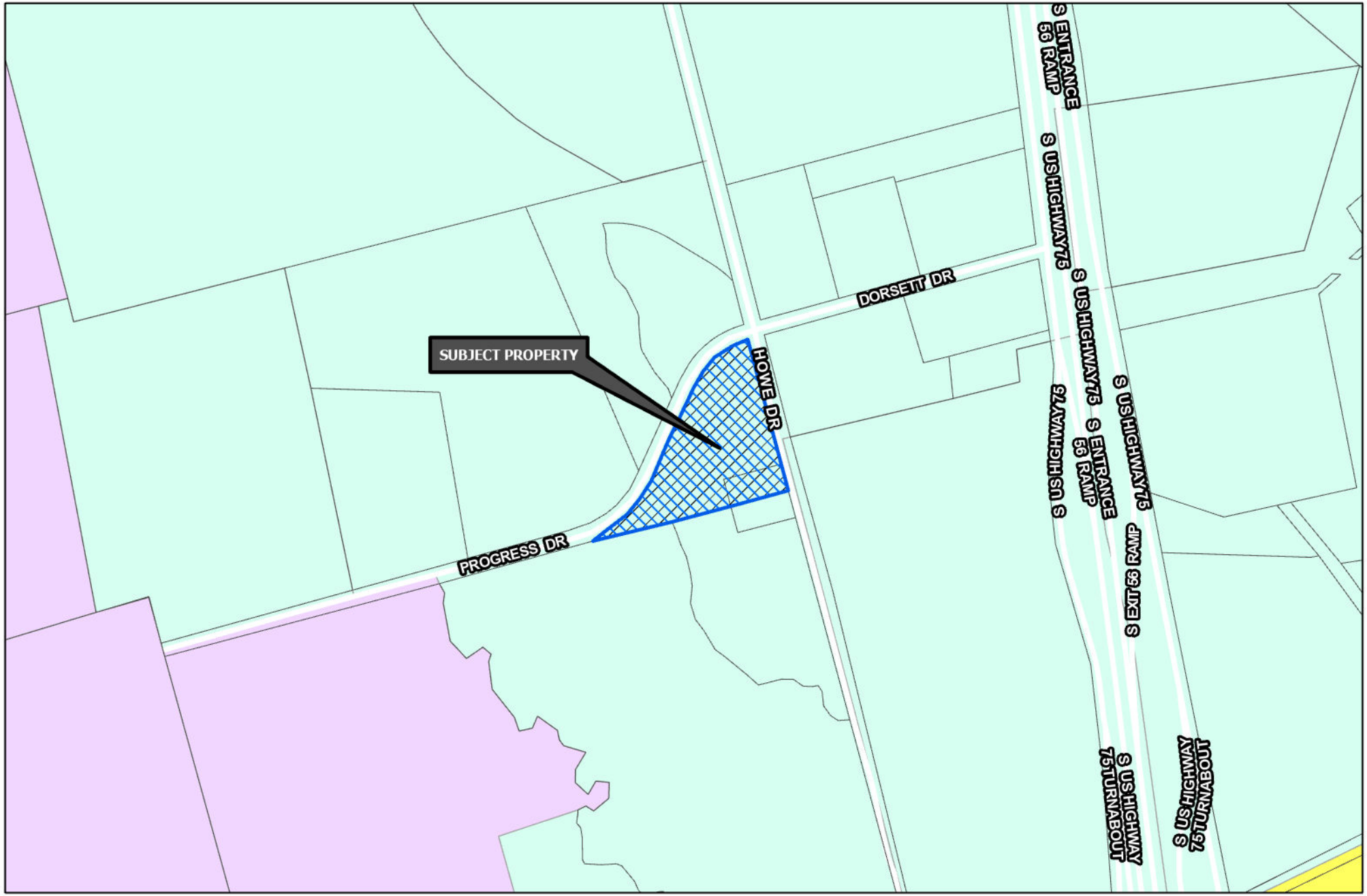
Date: 6/2/2023 10:21 PM



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
304 PROGRESS DR

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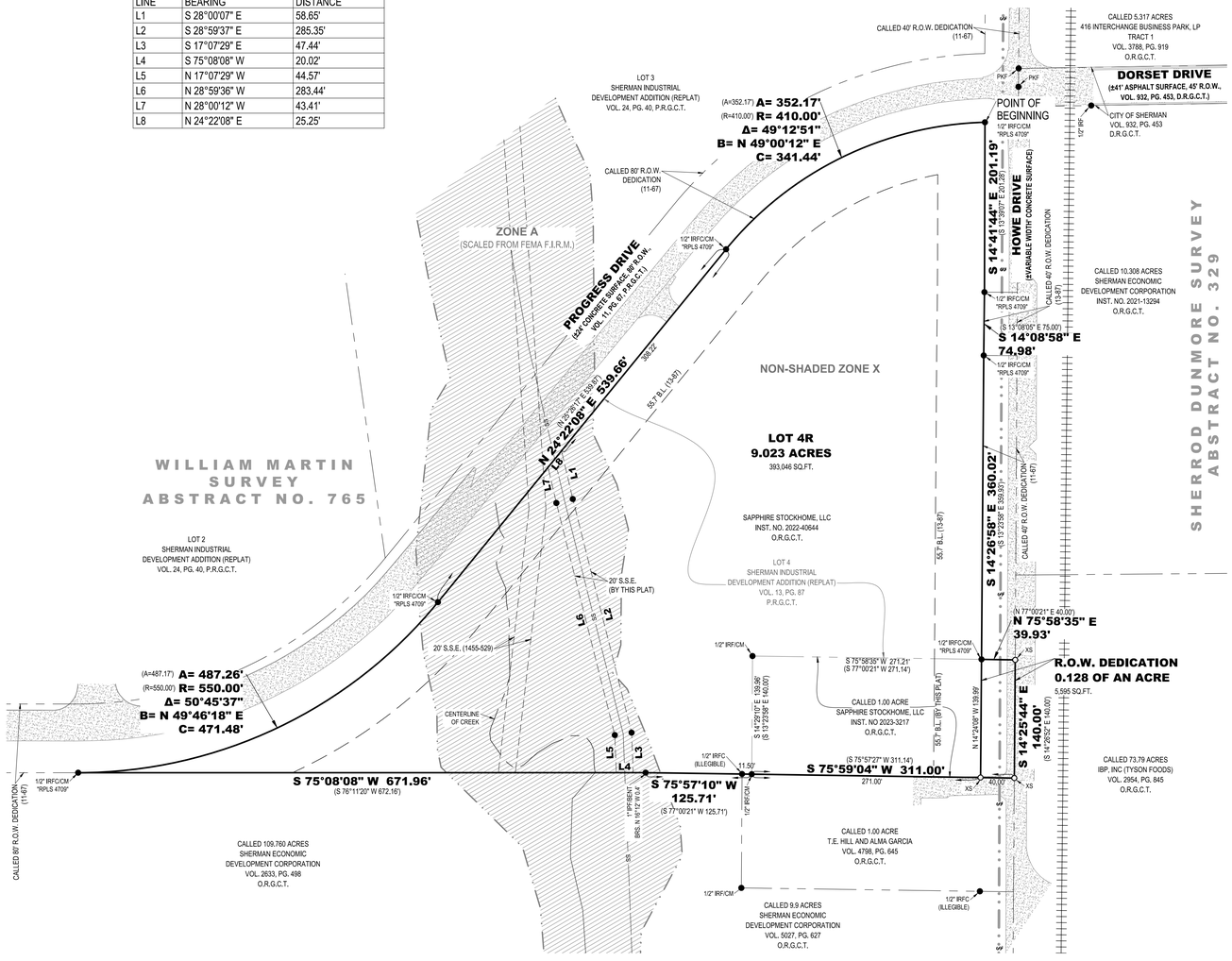
Date: 5/6/2023 11:38 AM

0 40 80
GRAPHIC SCALE IN FEET

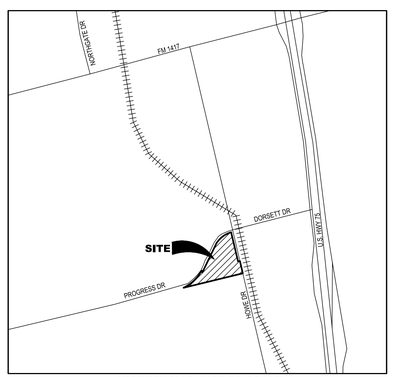
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 28°00'07" E	58.65'
L2	S 28°59'37" E	285.35'
L3	S 17°07'29" E	47.44'
L4	S 75°08'08" W	20.02'
L5	N 17°07'29" W	44.57'
L6	N 28°59'36" W	283.44'
L7	N 28°00'12" W	43.41'
L8	N 24°22'08" E	25.25'



LEGEND

●	FOUND MONUMENT	P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
IRF	IRON ROD FOUND	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRFC	IRON ROD FOUND W/PLASTIC CAP	INST. NO.	INSTRUMENT NO.
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET		BOUNDARY LINE
IPF	IRON PIPE FOUND		ADJOINER LINE
PKF	PK NAIL FOUND		ABSTRACT LINE APPROXIMATE
XS	'X' SCRIBED IN CONCRETE SET		BUILDING LINE
BRS	BEARS		EASEMENT
CM	CONTROLLING MONUMENT		ASPHALT
( )	DEED OR PLAT CALL		SANITARY SEWER LINE
R.O.W.	RIGHT-OF-WAY		
VOL., PG.	VOLUME, PAGE		



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 a portion of this property is within "Zone A" defined as "Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood with no base flood elevations determined" as shown on Panel 0405 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.

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS SAPPHIRE STOCKHOME, LLC is the owner of all of that certain tract or parcel of land situated in the William Martin Survey, Abstract No, 765, City of Sherman, Grayson County, Texas, and being all of Lot 4, of the Replat of Sherman Industrial Development Addition, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 13, Page 87, Plat Records, Grayson County, Texas, and being the same tract of land described in the deed to Sapphire Stockhome, LLC, recorded in Instrument No. 2022-40644, Official Public Records of Grayson County, Texas, and being all of a called 1.00 acre tract of land described in the deed to Sapphire Stockhome, LLC, recorded in instrument No. 2023-3217, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for the northeast corner of said Lot 4, common to the northeast corner of said Sapphire Stockhome, LLC Tract, and near the intersection of the southerly right-of-way line of Progress Drive, and the westerly line of Howe Drive;

THENCE in a southerly direction, with the easterly line of said Lot 4, and with the easterly line of said Sapphire Stockhome, LLC Tract, and with the westerly line of said Howe Drive, the following Three (3) courses:

1. South 14°41'44" East, a distance of 201.19 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for corner;
2. South 14°08'58" East, a distance of 74.98 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for corner;
3. South 14°26'58" East, a distance of 360.02 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for the eastern-most southeast corner of said Lot 4, common to the eastern-most southeast corner of said Sapphire Stockhome, LLC Tract, on the northerly line of aforesaid 1.00 acre tract, and on a southerly line of Sherman Industrial Development Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 11, Page 67, said Plat Records;

THENCE North 75°58'35" East, with the northerly line of said 1.00 acre tract, and with a southerly line of said Sherman Industrial Development Addition, a distance of 39.93 feet to an X scribed in concrete for the northeast corner of said 1.00 acre tract, common to the eastern-most southeast corner of said Sherman Industrial Development Addition, on the westerly line of a called 73.79 acre tract of land described in the deed to IBP, Inc (Tyson Foods), recorded in Volume 2954, Page 845, said Official Records, and in said Howe Drive;

THENCE South 14°25'44" East, with the easterly line of said 1.00 acre tract, and with the westerly line of said 73.79 acre tract, and in said Howe Drive, a distance of 140.00 feet to an X scribed in concrete for the southeast corner of said 1.00 acre tract, common to the northeast corner of a called 1.00 acre tract of land described in the deed to T.E. Hill and Alma Garcia, recorded in Volume 4798, Page 645, said Official Records;

THENCE South 75°59'04" West, with the southerly line of said Stockhome 1.00 acre tract, and with the northerly line of said Garcia 1.00 acre tract, passing en route at a distance of 40.00 feet an X scribed in concrete for witness on the westerly line of said Howe Drive, and continuing on said course, a total distance of 311.00 feet to a 1/2-inch iron rod found for the southwest corner of said Stockhome 1.00 acre tract;

THENCE South 75°57'10" West, with the southerly line of aforesaid Lot 4, and with the southerly line of aforesaid Sapphire Stockhome, LLC Tract, and with the northerly line of said Garcia 1.00 acre tract, passing en route at a distance of 11.50 feet a 1/2-inch iron rod with an illegible plastic cap found for the northwest corner of said Garcia 1.00 acre tract, common to the northern-most northeast corner of a called 9.9 acre tract of land described in the deed to Sherman Economic Development Corporation, recorded in Volume 5027, Page 627, said Official Records, and continuing on said course, a total distance of 125.71 feet to a point for corner, from which a found 1-inch iron pipe bears North 16°12' West, a distance of 0.4 feet;

THENCE South 75°08'08" West, continuing the southerly line of said Lot 4, and said Sapphire Stockhome, LLC Tract, and with the northerly line of said 9.9 acre tract part of the way, and with the northerly line of a called 109.760 acre tract of land described in the deed to Sherman Economic Development Corporation, recorded in Volume 2633, Page 498, said Official Records, a distance of 671.96 feet to a 1/2-iron rod with a plastic cap stamped "RPLS 4709" found for the southwest corner of said Lot 4, common to the southwest corner of said Sapphire Stockhome, LLC Tract, and on the southerly right-of-way line of aforesaid Progress Drive, and at the beginning of a curve to the left having a delta angle of 50°45'37", a radius of 550.00 feet and a chord bearing and distance of North 49°46'18" east, 471.48 feet;

THENCE in a northeasterly direction, with the westerly line of said Lot 4, and with the westerly line of said Sapphire Stockhome, LLC Tract, and with the southerly right-of-way line of said Progress Drive, and with said curve to the left, an arc distance of 487.26 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for corner;

THENCE North 24°22'08" East, with the westerly line of said Lot 4, and with the westerly line of said Sapphire Stockhome, LLC Tract, and with the southerly right-of-way line of said Progress Drive, a distance of 539.66 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 4709" found for corner, and at the beginning of a curve to the right having a delta angle of 49°12'51" a radius of 410.00 feet and a chord bearing and distance of North 49°00'12" East, 341.44 feet;

THENCE in a northeasterly direction, with the northerly line of said Lot 4, and with the northerly line of said Sapphire Stockhome, LLC Tract, and with the southerly right-of-way line of said Progress Drive, an arc distance of 352.17 feet to the POINT OF BEGINNING and enclosing 9.023 acres (393,046 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **SAPPHIRE STOCKHOME, LLC**, does hereby adopt this plat designating the hereinbefore described property as **REPLAT OF LOT 4, SHERMAN INDUSTRIAL DEVELOPMENT ADDITION (REPLAT)**, 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: SAPPHIRE STOCKHOME, LLC

BY:_____
Kyle Boothe, Operations Manager

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 **Kyle Boothe**, 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 **REPLAT OF LOT 4, SHERMAN INDUSTRIAL DEVELOPMENT ADDITION (REPLAT),** 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:
Sapphire Stockhome, LLC
Contact: Kyle Boothe
4708 N FM 1417
Sherman, TX 75092
Ph: 903-813-1415

DEVELOPER:
Bluestone Partners, LLC
Contact: Rocky Granzella
4708 N FM 1417
Sherman, TX 75092
Ph: 903-813-1415

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

REPLAT OF LOT 4
SHERMAN INDUSTRIAL DEVELOPMENT ADDITION (REPLAT)
9.023 ACRES
WILLIAM MARTIN SURVEY, ABSTRACT NO. 765
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	Scale: 1"=80'	Project No. 23-0069.1
	Checked by: CRN	Date: 05/22/2023	Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

June 12, 2023

Sapphire Stockhome, LLC
Attn: Kyle Boothe
4708 N. FM 1417
Sherman, TX 75092

Bluestone Partners, LLC
Attn: Rocky Granzella
4708 N. FM 1417
Sherman, TX 75092

Preston Trail Land Surveying
Attn: Chris Noah, RPLS
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Lot 4 Sherman Industrial Development Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, June 20, 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. Dedicate a 20'x20' Right of Way corner clip on Northeast corner of proposed Lot 4R. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
2. Dedicate a 15' Utility, Landscape, and Sidewalk Easement along Progress Drive. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Dedicate a 15' Utility, Landscape, and Sidewalk Easement along Howe Drive. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Modify 15' Utility, Landscape, and Sidewalk Easement on Northeast corner of proposed Lot 4R-1 to parallel new right of way created by corner clip.
5. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
6. Change Plat Name. There is already a Replat of Lot 4, Sherman Industrial Development Addn. *Code of Ordinances Chapter 10, Exhibit A, Sec.5(B)(3)*
7. Building Line on plat does not reflect current City Ordinance. *Blalock Industrial Park Planned Development District Sec. 2.3.5(b)*

8. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
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. Maintenance of Detention area is the responsibility of the Homeowner's Association or Property Owner's Association. In the event the Association is no longer active, the maintenance is the responsibility of the property owner(s) directly adjacent to said detention area.
11. All requirements of the Floodplain Ordinance shall be followed. H&H Study required to create Base Flood Elevation from FEMA Flood zone. *Code of Ordinances Chapter 3, Article 3.12*
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. 14.

Meeting Date: 06/20/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

* **304 PROGRESS DRIVE (Project No. 23-003054)**

The request of Sapphire Stockhome, LLC (Owner), Bluestone Partners, LLC (Representative) and Preston Trail Land Surveying, LLC (Surveyor) concerning the property located at 304 Progress Drive, consisting of 9.023 acres in the William Martin Survey, Abstract No. 765 and being all of Lot 4, of the Replat of Sherman Industrial Development Addition, and currently zoned Blalock Industrial Park PD (Planned Development), as follows:

Planning and Zoning Commission

A. Site Plan for Sherman Industrial Development Addition
B. Replat of Lot 4, Sherman Industrial Development Addition (Replat)

Background:

The property is located at 304 Progress Drive at the corner of Progress Drive and Howe Drive. The owner is requesting a Site Plan for Sherman Industrial Development Addition and would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- May 16, 2023 - Variance to allow parking within the 50’ front setback in lieu of the required area to be used for lawns, landscaping and green areas.

Adjacent Zoning:

PD (Planned Development)

Origination:

Sapphire Stockhome, LLC (Owner)
Bluestone Partners, LLC (Representative)
Preston Trail Land Surveying, LLC (Surveyor)

Master Plan Designation:
Not Applicable.

Number of notices mailed:
47

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Replat
Site Plan
Landscape Plan
Elevations
STAFF REVIEW LETTER - Engineering
STAFF REVIEW LETTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 07/17/2023

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

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
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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
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

April

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30						

May

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21	22	23	24	25	26	27
28	29	30	31			

June

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				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
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23	24	25	26	27	28	29
30	31					

August

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

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
9/21/2023	SEDCO Joint Meeting