CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 6, 2022
5:00 P.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JUSTON DOBBS

A. 3. INVOCATION BY COUNCIL MEMBER JUSTON DOBBS

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. 6488
Amending Chapter 13 of the Code of Ordinances (Utilities), Article 13.06 (Solid Waste), Section 13.06.005 (Charges for Residential Refuse Collection) to Remove the Option for a Recycling Container

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6489
Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2022"; Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Note; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing 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. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6490**

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project); and Approving the Issuance Thereof and the Notice of Sale Prepared in Connection with the Public Offering of the Bonds and the Facilities to be Constructed or Acquired by such Authority

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6491**

Extending the Corporate Limits of the Said City so as to Annex an Area of Land Consisting of Approximately 150.434 acres of Land Located South of W Lamberth Road, West of Carriage Estates Road and North of Sand Creek, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowners; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and Hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6492**

Amending Section 12 and Section 6.12, Subsection (5)(A), Ordinance No. 2280, So As to Rezone Property Generally, located in the 3400-4000 Blocks West Lamberth Road, being 143.742 acres in Part of the Ralston W. Adams Survey, Abstract No. 18, Part of the G.R. Reeves Survey, Abstract No. 1020, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, as a Planned Development District Subject to this Ordinance and Ordinance No. 2280 (Lamberth Hickery Hill, LLC, Owner; Linesight Development, Developer; Underwood Drafting & Surveying, Surveyor); Providing that the Property is Rezoned and Placed in the Zoning Classification of Planned Development; Describing the Property to be Rezoned; 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. 6493**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 620 and 624 East King Street, being 0.29 Acres and Being a Replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition (Arthur Nunez, Malachi 310 Construction, LLC, Owner; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6494**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located at 3012 Texoma Parkway, being 5.839 acres in the Reuben Hendrix Survey, Abstract No. 504 and also being Lot 2, Block 1, Aaron’s Addition (Avant Capital, LLC, Owners; Greg Guerin, East Star Design, Representative/Architect; David L. Garrison Landscape Design Studio, Landscape Designer; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6495**

Amending Ordinance 6149 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to the Specific Use Permit to Allow a High School (Grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District at 2907 West Travis Street, being 94.760 acres in the Elizabeth Jones Survey, Abstract No. 625 (Sherman Independent School District, Owner; Tyson Bennett, Representative; and Mike Wilson, Teague Nall and Perkins, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6496**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located in the 1300-1400 Blocks West Taylor Street, being 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 (Terrell 176 Partners, LLC, Owner; Bryan Moore, Representative; DBA Architects, Architect; Kimley-Horn and Associates (Engineer), MDG Landscape Architects, Landscape Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6497**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Mini-Warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District in the 2100-2200 Blocks North Travis Street, being 2.809 acres in the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three (Post Oak Trust, Owner; Brad Tidwell, Prospective Buyer; BACA Architecture, Architect; Stephens Engineering, Engineer; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6498**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Bed and Breakfast Establishment in a C-O (Commercial Office) District/Heritage Row Historical District at 402 South Crockett Street, being 0.162 acres in the Samuel Blagg Survey, Abstract No. 56, and being part of Lot 1, Block 1, Dickerman's First Addition (Wormington Estates, LLC, Owner; Kristy Olabimtan, Tenant; and Preston Trail Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Close Public Hearing and Consider Adoption of Ordinances

D. 12. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6488, 6489, 6490, 6491, 6492, 6493, 6494, 6495, 6496, 6497 & 6498.

Resolutions

E. 1. **RESOLUTION NO. 6898**

Acknowledging Receipt of A Petition Submitted by Landowner Sparks Shepard Ventures, LLC to Create A Municipal Utility District over Approximately 391.322 Acres of Land in the Corporate Limits of the City of Sherman, Texas; Consenting to the Inclusion of the Land within the District and the Creation of the Municipal Utility District to be known as the Shepherd's Place Municipal Utility District No. 1 of Grayson County in Accordance with Section 54.016 of the Texas Water Code Subject to Certain Conditions

E. 2. **RESOLUTION NO. 6899**

Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 219 West Houston Street

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

E. 3. **RESOLUTION NO. 6900**
Awarding a Bid to and Authorizing Execution of a Contract with Merritt Tennis & Track Systems Based on a Request for Proposals for the Pickleball Court Installation and the Basketball Court Installation at Fairview Park.

E. 4. **RESOLUTION NO. 6901**
Authorizing Execution of a Professional Design Services Agreement with Kimley-Horn and Associates, Inc. for the Design of Shepherd Drive from US 75 to Flanary Road

E. 5. **RESOLUTION NO. 6902**
Authorizing Execution of a Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for Design of the Wastewater Treatment and Water Reuse Master Plan Project

E. 6. **RESOLUTION NO. 6903**
Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for the Texas Instruments Project

E. 7. **** RESOLUTION NO. 6904***
Suspending the June 17, 2022 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served By Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals

E. 8. **** RESOLUTION NO. 6905***
Awarding a Bid to and Authorizing Execution of a Contract with Douglas Dailey Construction, LLC Based on an Invitation to Bid for the Texoma Parkway Water Main Replacement From FM691 To Fallon Drive

E. 9. **** RESOLUTION NO. 6906***
Authorizing Execution of the Certificate of Approval for Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for the Benefit of THF Sherman Leased Housing Associates III, L.P. or an Affiliate Thereof in Accordance with Section 147(F)(2)(A)(II) of the Internal Revenue Code of 1986

E. 10. ****RESOLUTION NO. 6907***
Authorizing Execution of a Water Supply Contract with the City of Dorchester to Supersede the Existing Water Supply Contract between the Parties dated November 1, 2004, as Amended by that Certain First Renewal and Extension of the Water Supply Contract Dated September 7, 2016

E. 11. **** RESOLUTION NO. 6908***
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 1612 North Hoard Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

Other Business

F. 1. **OTHER BUSINESS**
Final plat approval for Meals on Wheels Addition, being 3.662 acres in the John Hendrix Survey, Abstract Number 503; Meals on Wheels, Owner; Plyler Construction, Developer; and Helvey-Wagner Surveying, Inc., Surveyor (2626 Hilltop Drive)

F. 2. **** OTHER BUSINESS***
Repair and Replacement of the Arapaho East Trail Sewer Line Under Emergency Designation

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

F. 3. **** OTHER BUSINESS***

Consider Calling a Special Meeting of the City Council for Tuesday, July 5, 2022, due to Conflict with a Federal Holiday

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

Replat approval of Malachi Addition, being 0.29 acres and being a replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition; Arthur Nunez, Malachi 310 Construction, LLC, Owner and Underwood Drafting and Surveying, Surveyor (620 and 624 East King Street)

F. 5. ***** OTHER BUSINESS***

Replat approval of Wood Haven Addition, being 1.259 acres and also being part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Wood Haven Addition; Sherman C & G Properties, LTD, Owners/Developer and Pipeline Land Services, Inc., Surveyor (1200 Block Park Place)

F. 6. ***** OTHER BUSINESS***

Replat approval for part of Lot 5 and all of Lot 6, Block 1, Canyon Creek Addition, Section Two "B", being part of Lot 5 and all of Lot 6, block 1, Canyon Creek Addition, Section Two "B", containing 0.435 acres; Laura Hill, Owner and Underwood Drafting & Surveying, Inc., Surveyor (2525 Nantucket Drive)

F. 7. ***** OTHER BUSINESS***

Replat approval of Cornerstone Addition, Block 2, Lot 4R, 6R, 9R1 being a replat of Lots 4, 5, 6, 7 and 9R, Block 2 Cornerstone Addition, being 5.250 acres in the J.B. McAnair Survey, Abstract No. 763 and being lots 4, 5,6 and 7, Block 2, Cornerstone Addition and being Lot 9R, Bock 2 of Replat of Cornerstone Addition; Jack Patel, P & N Sherman, LLC, Owner and Preston Trail Land Surveying, Surveyor (301-309 and 2608-2708 North Cornerstone Drive)

F. 8. ***** OTHER BUSINESS***

Final Plat approval of Shawn MacDonald Addition, being 5.281 acres in the J.B. McAnair Survey, Abstract No. 763; Shawn and Dana MacDonald, Owners and Preston Trail Land Surveying, Surveyor (2412, 2450 and 2500 North Travis Street)

F. 9. ***** OTHER BUSINESS***

Replat approval of Nazarene 1st Addition, being 14.597 acres in the J.B. McAnair Survey, Abstract No. 763 and the G.W. McGlothlin Survey, Abstract No. 828, and being part of Lots 1 and 2, Block 5, Laurel Creek Addition; First Church of the Nazarene of Sherman, Owner and Preston Trail Land Surveying, Surveyor (601 North FM 1417 (Heritage Parkway))

F. 10. ***** OTHER BUSINESS***

Final plat approval of Lot 1, Block A, Artisan Addition, being 10.30 acres in the Elizabeth Jones Survey, Abstract No. 625; Parish DC Investments, LLC, Owners; Siva Palchuru, Developer; and KAZ Surveying, Surveyor (3401 Steeple Chase Drive)

F. 11. ***** OTHER BUSINESS***

Final plat approval Garcia Lamar Addition, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808; Heriberto Munoz Garcia, Owner and Helvey-Wagner Surveying, Inc., Surveyor (1530 East Lamar Street)

F. 12. ***** OTHER BUSINESS***

Replat approval of Friends of Own Decoy Estates, Phase Two in the City of Sherman's Extra Territorial Jurisdiction (ETJ), , being 5.297 acres, and being a part of the Joseph Deaver Survey, Abstract No. 359, and being Lot 1, Friends of Own Decoy Estates; Own DeCoy Holdings, LLC and Clois Carrol Wade, Owners and Helvey-Wagner Surveying, Inc., Surveyor (543, 563, 581 and 583 North Friendship Road)

F. 13. ***** OTHER BUSINESS***

Final plat approval for David H. Brown Addition, Lot 1, Block A, being 1.043 acres and being all of Tract 3 and a portion of Tract 2 in the Samuel McGlothlin Survey, Abstract 811; Home Place Partners, Owner and ELD Engineering, Surveyor (2309 Gallagher Drive)

G. COUNCIL COMMENTS

Executive Session

H. 1. EXECUTIVE SESSION

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

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

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

J. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on June 3, 2022 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of June 2022.
City of Sherman, Texas

_____
City Clerk

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

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

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

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

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

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

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

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SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 7. **** RESOLUTION NO. 6904***

Suspending the June 17, 2022 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served By Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals

E. 8. **** RESOLUTION NO. 6905***

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E. 11. **** RESOLUTION NO. 6908***

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F. 2. **** OTHER BUSINESS***

Repair and Replacement of the Arapaho East Trail Sewer Line Under Emergency Designation

F. 3. **** OTHER BUSINESS***

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SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Approved By: Robby Hefton, City Manager

Caption:

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Replat approval for part of Lot 5 and all of Lot 6, Block 1, Canyon Creek Addition, Section Two "B", being part of Lot 5 and all of Lot 6, block 1, Canyon Creek Addition, Section Two "B", containing 0.435 acres; Laura Hill, Owner and Underwood Drafting & Surveying, Inc., Surveyor (2525 Nantucket Drive)

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F. 12. ***** OTHER BUSINESS***

Replat approval of Friends of Own Decoy Estates, Phase Two in the City of Sherman's Extra Territorial Jurisdiction (ETJ), , being 5.297 acres, and being a part of the Joseph Deaver Survey, Abstract No. 359, and being Lot 1, Friends of Own Decoy Estates; Own DeCoy Holdings, LLC and Clois Carrol Wade, Owners and Helvey-Wagner Surveying, Inc., Surveyor (543, 563, 581 and 583 North Friendship Road)

F. 13. ***** OTHER BUSINESS***

Final plat approval for David H. Brown Addition, Lot 1, Block A, being 1.043 acres and being all of Tract 3 and a portion of Tract 2 in the Samuel McGlothlin Survey, Abstract 811; Home Place Partners, Owner and ELD Engineering, Surveyor (2309 Gallagher Drive)

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6488
Amending Chapter 13 of the Code of Ordinances (Utilities), Article 13.06 (Solid Waste), Section 13.06.005 (Charges for Residential Refuse Collection) to Remove the Option for a Recycling Container

Issue:

Amending Chapter 13 of the Code of Ordinances (Utilities), Article 13.06 (Solid Waste), Section 13.06.005 (Charges for Residential Refuse Collection) to Remove Option for Recycling Container

Background:

The City of Sherman's curbside recycling program ended in June 2019. This ordinance is being updated to match the changes to the program.

Origination:

Solid Waste Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends amending this Ordinance

Alternatives:

Council could deny this request.

Attachments

Ordinance No. 6488

ORDINANCE NO. 6488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES (UTILITIES), ARTICLE 13.06 (SOLID WASTE), SECTION 13.06.005 (CHARGES FOR RESIDENTIAL REFUSE COLLECTION) TO REMOVE THE OPTION FOR A RECYCLING CONTAINER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

SECTION 1: That Section 13.06.005 of Chapter 13 of the Code of Ordinances of the City of Sherman, Texas, is hereby amended so that such section shall read as follows[1]:

"**Sec. 13.06.005 Charges for residential refuse collection**

Charges for automated residential solid waste collection shall be as follows beginning October 1, 2019:

(1) Twelve dollars and seventy-five cents ($12.75) per month per family unit for two containers for curb or alley pickup. Customer ~~may choose between~~ *will receive* two residential refuse containers~~ or one refuse container and one recycling container~~.

(2) Carry-out service shall be forty-one dollars and thirty cents ($41.30) per month per family unit for one cart.

(3) If the location of garbage for carry-out service is in excess of one hundred fifty (150) feet from the curb or alley, an additional charge of five dollars and sixty cents ($5.60) per month will be made for each additional one hundred fifty (150) feet or portion thereof. "Curb" is defined as being within three (3) feet of the curbline of the street.

(4) For multiple dwellings or apartments, with four (4) or fewer units, each family unit will be considered as a single-family residence in fixing charges for services.

(5) Residential special refuse pickups, upon customer request, will be charged three hundred dollars and no cents ($300.00) ($20.00 cubic yard) per fifteen (15) cubic yard load with a minimum charge of eighty dollars and no cents

[1] Additions are shown in *italics*.

($80.00). All residential customers requesting roll-off service, regardless of size container, will be required to pay before the container is placed.

(6) Noncompliance with the bulk waste and brush program guidelines will be subject to a one hundred dollars and no cents ($100.00) fine plus fifteen dollars and no cents ($15.00) per cubic yard for removal.

(7) For any cart in addition to the two initially provided to the automated residential solid waste ~~and/or recycling~~ customer, a charge of eight dollars and no cents ($8.00) per cart, per month will be assessed.

(8) Residential ~~and recycle~~ cart special pickups, upon customer request, will be charged twenty-five dollars and no cents ($25.00) per trip.

…"

SECTION 2. That the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 3. 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 4. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6489

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2022"; Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Note; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

Issue:

Consider all matters incident and related to the issuance and sale of City of Sherman, Texas, Limited Tax Notes, Series 2022, including the adoption of an ordinance authorizing the issuance of such tax notes

Background:

As part of the fiscal year 2022 budget, the Council approved the purchase of fleet and equipment including an ambulance, various trucks and trailers, police patrol vehicles, an armored vehicle, a front-end loader, mowers, and a tractor all funded by Tax Note proceeds. This Ordinance authorizes the issue of the notes and their repayment over the next five (5) years. The proceeds from issuance are expected to be received on July 6, 2022. The Notes are secured by an ad valorem tax pledge as security.

Origination:

City Manager's Office

Financial Consideration:

The cost of issuance for these Notes will be about $30,000.00, the cost of which will be netted against the proceeds from issuance. The total tax notes to be issued is about $1.9 million.

Staff Recommendation:

The staff recommends that the Council approve the Ordinance as presented.

Alternatives:

No alternatives can be recommended by staff at this time.

Attachments

Ordinance No. 6489

ORDINANCE NO. 6489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2022"; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, pursuant to the Texas Government Code, Chapter 1431, as amended (hereinafter called the "Act"), the City Council is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred for (i) the construction of any public work, (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes, and (iii) a professional service; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred to pay (i) the costs of acquiring, constructing, improving, expanding, and equipping City trails, (ii) the costs of acquiring, constructing, improving, expanding, and equipping buildings and facilities for the City's Parks and Recreation and Fire departments, including fire stations, (iii) the costs of purchasing equipment, machinery, and vehicles for various City departments, including the Engineering Services, Facility Maintenance, Police, Fire, Civil Defense, Street/Street Maintenance, Cemetery, and Parks and Recreation departments, and (iv) professional services rendered in relation to such projects and the financing thereof; now, therefore,

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

SECTION 1. Authorization – Designation - Principal Amount - Purpose. Notes of the City of Sherman, Texas (the "City") shall be and are hereby authorized to be issued in the aggregate principal amount of $_____, to be designated and bear the title "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2022" (hereinafter referred to as the "Notes"), for the purpose of paying contractual obligations to be incurred to pay (i) the costs of acquiring, constructing, improving, expanding, and equipping City trails, (ii) the costs of acquiring, constructing, improving, expanding, and equipping buildings and facilities for the City's Parks and Recreation and Fire departments, including fire stations, (iii) the costs of purchasing equipment, machinery, and vehicles for various City departments, including the Engineering Services, Facility Maintenance, Police, Fire, Civil Defense, Street/Street Maintenance, Cemetery, and Parks and Recreation departments, and (iv) to pay professional

services rendered in relation to such projects and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including the Act.

Year of Payment	Principal Amounts ($)	Interest Rate(s) (%)
2022		
2023		
2024		
2025		
2026		
2027		

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers (anticipated to be July 6, 2022) at the per annum rate(s) shown above in this Section. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such interest shall be payable on February 15 and August 15 of each year, commencing August 15, 2022, until maturity.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders. The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and the City Clerk are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Notes shall be payable at the Stated Maturities only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Notes shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next

preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. No Redemption. The Notes are not subject to redemption prior to maturity.

SECTION 5. Registration – Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Note may be exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.Upon surrender of any Note (other than the Initial Note authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes (other than the Initial Note authorized in Section 8 hereof) may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

All Notes issued in any transfer or exchange of Notes shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States

mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, transfer, and exchange of the Notes, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Notes shall be deposited with DTC who shall hold said Notes for its participants (the "DTC Participants"). While the Notes are held by DTC under the Depository Agreement, the Holder of the Notes on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Note (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Notes or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Notes, the City covenants and agrees with the Holders of the Notes to cause Notes to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Notes in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Notes shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

SECTION 7. Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of such officers on the Notes may be manual or

facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding whether any of such individuals shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser(s) and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended.No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 8. Initial Note. The Notes herein authorized shall be initially issued as a single, fully registered note in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, (hereinafter called the "Initial Note") and the Initial Note shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s) as the definitive Note with the Registration Certificate of Paying Agent/Registrar attached thereto. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, may cancel the Initial Note delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms. Forms Generally. The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to appear on each of the Notes, shall be substantially in the forms set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance) and any reproduction of an opinion of counsel thereon as may, consistent herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes and the Initial Note shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

SECTION 10. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2022 Note Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

The City has sufficient current funds available and such funds are hereby appropriated to make the payment to become due on the Notes on August 15, 2022, and the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such amount of current funds which will be sufficient to pay the amount to become due on the Notes on August 15, 2022.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.Every replacement Note issued pursuant to this Section shall be a valid

and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 12. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Notes, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of and interest due on any defeased Notes. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Notes.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an

authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Notes such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 13. Ordinance a Contract - Amendments - Outstanding Notes. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission.The term "Outstanding" when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

(1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 14, the following terms have the following meanings:

"Closing Date" means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Notes:

(a) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Note is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Notes with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Notes by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document

SECTION 15. Sale of Notes. Pursuant to a public sale for the Notes, the bid submitted by _____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Notes to the Purchaser at the price of $_____ representing _____% of the par value, is hereby approved and confirmed. Delivery of the Notes to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City.

SECTION 16. Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Notes is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Clerk, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated June 6, 2022, in the offering, sale and delivery of the Notes to the public.

SECTION 17. Control and Custody of Notes. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchaser.

SECTION 18. Proceeds of Sale. The proceeds of sale of the Notes, excluding any amounts set aside to pay costs of issuance, and the rounding amount which shall be deposited to the credit of the Interest and Sinking Fund, shall be deposited in a construction fund maintained at a depository of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of the Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the appropriate authorized officials of the City. Any excess Note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 19. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative

instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the year 2022, financial information and operating data with respect to the City of the general type included in Tables 1 through 4 and 6 through 9 in Appendix A of the final Official Statement and (2) within twelve months after the end of each fiscal year of the City beginning in the year 2022, the audited financial statements of the City. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Notes to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
7. Modifications to rights of holders of the Notes, if material;

8. Note calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding Subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding Subsections (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Notes within the meaning

of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Note calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Notes; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Notes consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Notes. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial

public offering of the Notes from lawfully purchasing or selling Notes in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 20. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21. Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22. Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Notes as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Notes. An executed counterpart of said opinion shall accompany the global notes deposited with DTC or a reproduction thereof shall be printed on the definitive notes in the event the book-entry-only system shall be discontinued. The prior engagement of Bond Counsel as bond counsel to the City is hereby approved, ratified and confirmed.Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 24. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 25. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 28. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 29. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk, or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, “facsimile signature” means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 30. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by the Texas Government Code, Chapter 551, as amended.

SECTION 32. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the Texas Government Code, Section 1201.028, as amended, and it is so ordained.

[The remainder of this page intentionally left blank.]

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

PAYING AGENT REGISTRAR/AGREEMENT

EXHIBIT B

FORM OF NOTES

(a) Form of Definitive Notes.

REGISTERED
NO. R-___

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2022

Note Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
July 6, 2022	_____%	August 15, _____	

Registered Owner:

Principal Amount:

The City of Sherman, Texas (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, without right of prior redemption, and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Note appearing below (unless this Note bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Note is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2022, until maturity. Principal of this Note shall be payable at its Stated Maturity to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by

law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Note is issued in the aggregate principal amount of $_____ (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred to pay (i) the costs of acquiring, constructing, improving, expanding, and equipping City trails, (ii) the costs of acquiring, constructing, improving, expanding, and equipping buildings and facilities for the City's Parks and Recreation and Fire departments, including fire stations, (iii) the costs of purchasing equipment, machinery, and vehicles for various City departments, including the Engineering Services, Facility Maintenance, Police, Fire, Civil Defense, Street/Street Maintenance, Cemetery, and Parks and Recreation departments, and (iv) to pay professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be redeemed or discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall

be affected by notice to the contrary. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds forthe payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Notes is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Notes to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Notes do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Notes by the levy of a tax as aforestated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Note to be duly executed under the official seal of the City as of the Note Date.

CITY OF SHERMAN, TEXAS

_____

Mayor

COUNTERSIGNED:

_____

City Clerk

(SEAL)

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(	
OF PUBLIC ACCOUNTS	(	REGISTER NO. _____
THE STATE OF TEXAS	(	

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Notes only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in East Syracuse, New York, is the Designated Payment/Transfer Office for this Note.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

_____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

_____

(Social Security or other identifying number: _____

_____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____

attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular.

(e) The Initial Note shall be in the form set forth in paragraph (a) of this Exhibit, except that the heading and first paragraph of the form of a single fully registered Initial Note shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2022

Note Date: July 6, 2022

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Sherman, Texas (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in each of the years and in principal installments in accordance with the following schedule:

Year of Stated Maturity	Principal Amounts ($)	Interest Rate(s) (%)

(Information to be inserted from schedule in Section 2 hereof).

(without right of prior redemption) and to pay interest on the unpaid principal amounts hereof from the date of its delivery to the initial purchasers (July 6, 2022) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2022, until maturity. Principal installments of this Note are payable at its Stated Maturity to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6490

Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project); and Approving the Issuance Thereof and the Notice of Sale Prepared in Connection with the Public Offering of the Bonds and the Facilities to be Constructed or Acquired by such Authority

Issue:

To consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project)", including the adoption of an ordinance approving the issuance thereof, and the facilities to be constructed or acquired by the Authority

Background:

City staff approached GTUA staff requesting funding assistance for several upcoming capital improvement projects. The projects are listed below.

Project	Amount
Downtown Sewer Improvements	3,000,000
Shepherd Utilities	600,000
TDS Treatability, WWTP capacity and Reuse Study	500,000
WWTP Backup Generator Engineering	112,000
WWTP Main Switchgear & Electrical Upgrade Eng	500,000
Lake Texoma Pump Station Exp Prelim Design	154,000
Shepherd 2 million gallon EST Eng	700,000
36" Water Transmission Line 1A Eng	6,100,000
36" Water Transmission Line 1B Eng	2,400,000
Legacy Waterline - Construction Ph II	1,500,000
Pre-procure for Water Projects/ROW Acquisition	29,300,000
WTP High Service Pump Exp Eng	1,400,000
100 MG Terminal Storage Reservoir Eng	2,600,000
Lake Texoma Electrical Imp Construction	2,418,460

Upgrade WTP Lake Station Pump to 25 MGD Eng	700,000
WTP Expansion Eng	7,200,000
Total	**$59,184,460**

Projects not budgeted in the FY2022 Utility Fund CIP such as the 36" Transmission lines, the pre-procurement of pipe/ROW acquisition, and the WTP expansion engineering, are related to the large amount of growth in the south and west areas of the City.

The sale of bonds was approved by the GTUA Board at their April 18, 2022 meeting. Funds are expected to be received by GTUA on June 28, 2022.

The low bidder on the bonds was RW Baird at a Net Interest Cost (annual) of 4.03%.

Origination:

Drew Satterwhite, P.E., GTUA General Manager
Kristen Savant, Partner in Norton Rose Fulbright US LLP (GTUA's Bond Counsel)

Financial Consideration:

The cost of issuance of about $280,000 is included in the bonds. Debt service on these bonds will be paid by the City to GTUA in accordance with the Contract for Water Supply and Sewer Service between the two entities. Funds for this contractual debt repayment are generated through the City's water and sewer revenues.

Staff Recommendation:

It is recommended that the resolution be approved as presented, confirming GTUA's issuance of these bonds.

Alternatives:

No viable alternatives can be suggested at this time.

Attachments

Ordinance No. 6490
GTUA Resolution
GTUA Minutes 4-22-2022
Bids

ORDINANCE NO. 6490

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2022 (CITY OF SHERMAN PROJECT); AND APPROVING THE ISSUANCE THEREOF, THE NOTICE OF SALE PREPARED IN CONNECTION WITH THE PUBLIC OFFERING OF THE BONDS AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the Greater Texoma Utility Authority (the "Authority") and the City of Sherman, Texas (the "City"), have previously executed and delivered a Contract for Water Supply and Sewer Service, dated as of March 1, 1985 (the "Contract"), whereby the Authority is to provide water and sewer facilities to the City; and

WHEREAS, under Section 4.15 of the Contract, it is provided that the City shall approve (i) the issuance by the Authority of any bonds that are to be payable (in whole or in part) from certain moneys that the City has contracted to pay under the provisions of the Contract, (ii) the "Notice of Sale" prepared in connection with the public sale of the bonds and (iii) the facilities to be constructed, acquired and improved; and

WHEREAS, it is now appropriate for this Council to approve the Notice of Sale with respect to the proposed "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project)" (the "Bonds") as well as the issuance and delivery of the Bonds, the Resolution of the Authority authorizing the Bonds (the "Bond Resolution"), together with the Pricing Certificate, dated June 2, 2022, executed pursuant to the Bond Resolution (the "Pricing Certificate"), and the project described in the Bond Resolution (the "Series 2022 Project"); now, therefore,

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

SECTION 1: The facilities to be constructed, acquired, and improved by the Authority with the proceeds of the Bonds as described in the Bond Resolution are hereby approved. The issuance of the Bonds by the Authority and the use of the proceeds thereof, as described in the Bond Resolution, is hereby approved. The Bond Resolution and the Pricing Certificate are approved as to form and content, and the City acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from payments to be made by the City under and pursuant to the Contract. The City Manager is authorized to execute any documents or certifications necessary to accomplish the delivery of the Bonds.

SECTION 2: It is the purpose and intent of the City Council of the City to approve the Notice of Sale, dated May 23, 2022, and the Official Statement (with respect to the information contained therein with respect to the City).

SECTION 3: It is the purpose and intent of the City Council of the City to approve the Bond Resolution, and the facilities to be constructed, acquired, and improved in full accordance with the provisions of the Contract mentioned in the preamble hereof. To the extent required by the purchaser of the Bonds or the Office of the Attorney General of Texas, the Authority is authorized by this City Council to make changes and revisions to the Bond Resolution from the form approved by this Ordinance in order to expedite the delivery of the Bonds. It is the intent of the City to authorize the Authority to proceed with the construction, acquisition, and improvement of the facilities at the earliest possible date, but nothing herein shall be construed as a limitation upon the right and power of the City to approve a change in the facilities for which the Bonds are to be issued (but not the purpose for which the Bonds are to be issued as set forth in the Bond Resolution), the City specifically reserving the right to modify the facilities for which the Bonds are being issued if the Authority and the City agree such modification should be made.

SECTION 4: In order to assist the Authority in complying with Rule 15c2-12 of the Securities Exchange of Act of 1934, as amended (the "Rule"), the City covenants and agrees as follows:

(a) Annual Information. The City will provide to the Authority, no later than March 1 of each year (or such other date as may be agreed to by the City and the Authority, but no later than six months after its fiscal year end), while the City is an "obligated person" under the Rule, the information with respect to the City described in Tables 1 through 11 appearing in the Official Statement and Appendix C to the Official Statement relating to the Bonds. Any financial statements to provided pursuant to this Section shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the City shall provide notice to the Authority that the audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to the Authority by the required time. Thereafter, when and if audited financial statements are available, the City shall provide such audited financial statements as required to the Authority.

If the City's fiscal year end differs from the Authority's fiscal year end, the City shall provide the most recent year end annual information as well as cumulative current year to date information. The City shall notify the Authority if the City changes its fiscal year.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

The City will notify the Authority as soon as possible if the information required by this Section cannot be provided in the above-specified time frame.

(b) Notice of Certain Events. To the extent applicable to the City as an "obligated person" under the Rule and in connection with the Bonds, the City agrees to notify the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties

(c) Accuracy and Completeness. The City warrants that all information provided by it to the Authority pursuant to this Section will be accurate in all material respects to the best of its knowledge and belief. The City will provide the Authority with such information as the Authority may reasonably request to confirm the accuracy and completeness of any information provided by the City pursuant to this Section. If the Authority thereafter has reasonable grounds to question the completeness or accuracy of such information, the City will afford the Authority and its attorneys and agents, at the expense of the Authority, reasonable access to any and all records, documents, contracts, and other information which is in the custody or control of the City to confirm such accuracy and completeness. The Authority and its attorneys and agents shall maintain the confidentiality of all such information; unless required to be provided by the Authority to the MSRB, and except as otherwise provided by law. The City shall not be required to provide information or to allow access to its records which exceeds the standards applicable to a due diligence inquiry in the preparation of an official statement in connection with the sale of Bonds or any Additional Bonds by the Authority.

(d) Limitations, Disclaimers and Amendments. (1) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Authority and the City each remain an Obligated Person, provided that the Authority and the City in any event will give notice of any payment or deposit of funds by either of such parties that causes the Bonds to be retired and defeased.

(2) The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority and the City undertake to provide only the financial information, operating data, financial statements and notices which it has expressly agreed to provide pursuant to this Section and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's or the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. Neither the Authority nor the City make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(3) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT, OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(4) The provisions of this Section may be amended by the City (with the written approval of the Authority) from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by provisions of the Bond Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If the provisions of this Section are so amended, the Authority shall include with any amended financial information or operating data next provided in accordance with the Bond Resolution an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Remedies. In the event the City fails or refuses to provide the information required by paragraphs (a) and (b) hereof, the Authority may enforce its right hereunder by an action for mandamus or specific performance; provided, however, before enforcing such remedies, the Authority shall give the City notice as provided herein and a reasonable opportunity to provide the requested information.

SECTION 5: Reporting of Significant Events. (1) Upon the occurrence of any of the events described below, the City will promptly notify the Authority and provide information requested by the Authority pertaining to (i) an action, suit or other formal proceeding at law or in equity, against the City that would materially and adversely affect the City's financial condition or its ability to make payments under the Contract and (ii) any change in the City's financial condition or financing arrangements that would materially and adversely affect the City's financial condition or its ability to make payments under the Contract.

SECTION 6: Exhibit D to the Contract is amended by adding Exhibit D-13 to include the Series 2022 Project described in the Bond Resolution. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 7: The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

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

SECTION 9: This Ordinance shall be effective from and after its adoption, and it is so resolved.

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

A RESOLUTION by the Board of Directors of the Greater Texoma Utility Authority authorizing the issuance of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project)"; pledging the Pledged Revenue to the payment of the principal of and interest on said Bonds; delegating matters relating to the issuance, sale, and delivery of said Bonds to authorized Authority officials; and resolving other matters incident and related thereto

WHEREAS, the Board of Directors of the Greater Texoma Utility Authority (the "Authority") has determined that Bonds should be authorized at this time to provide funding for the Series 2022 Project more fully described in Section 1 hereof; and

WHEREAS, the Authority shall by this Resolution, in accordance with the provisions of Chapter 1371, Texas Government Code, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued and negotiate the terms of sale thereof; and

WHEREAS, the Board of Directors of the Authority has determined that the Bonds herein authorized may and shall be issued as Additional Bonds (herein defined) on a parity with the Outstanding Previously Issued Bonds (herein defined) in that:

(a) The Authority is not now in default as to any covenant, condition or obligation contained in the Contract (as hereinafter defined) and the resolutions authorizing the issuance of Outstanding Previously Issued Bonds;

(b) The City of Sherman, Texas, will approve the resolution authorizing the issuance of the Bonds as to form and content and will acknowledge that payment of principal and interest on the Bonds will be made, in whole or in part, by the City of Sherman, Texas, under and pursuant to the Contract;

(c) A consulting engineer has certified to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project (herein defined);

(d) The Bonds herein authorized shall mature on April 1 and/or October 1 in each of the years in which they are scheduled to mature as provided in the Pricing Certificate;

(e) As provided herein, deposits to the Bond Fund will be sufficient to pay principal of and interest on the Bonds herein authorized as the same become due;

(f) As provided herein, the amount to be accumulated and maintained in the Reserve Fund will be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis) of all Outstanding Bonds Similarly Secured as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Bonds for the payment of principal of and interest on all obligations to be secured by a first lien on and pledge of the Pledged Revenues, and any additional amount to be maintained in the Reserve Fund shall be accumulated within not more than 60 months from the date of the passage of this Resolution; and;

(g) The Authority demonstrated to the Texas Water Development Board's Executive Administrator that the Pledged Revenues will be sufficient to pay the Previously Issued Bonds and the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY:

SECTION 1: Authorization - Designation - Principal Amount – Purpose – Bond Date. Revenue bonds of the Authority shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title "GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2022 (CITY OF SHERMAN PROJECT)" (herein referred to as the "Bonds"), for the construction, acquisition, and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), and the acquisition of land and rights-of-way necessary therefor or incidental thereto, and the payment of all costs incident and related to the acquisition and financing thereof, and the purpose of funding the portion of the Required Reserve Fund Amount attributable to the Bonds, pursuant to authority conferred by and in conformity with the Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283 and Chapter 1371, Texas Government Code, as amended. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

SECTION 2: Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and the Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Texas Government Code, Chapter 1371, as amended, the General Manager or President of the Board of Directors (either the "Pricing Officer") is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including, determining the aggregate original principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Authority, as well as any mandatory sinking fund redemption provisions, the designation of a Paying Agent/Registrar, and all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 39 hereof, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $71,000,000;

(ii) the true interest cost rate for the Bonds shall not exceed 5.5%; and

(iii) the maximum maturity date of the Bonds shall be October 1, 2052.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the Authority to the Purchasers (hereinafter defined).

(b) The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to 180 days from the date hereof.

SECTION 4: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the Authority by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A and such reasonable rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The Authority covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the Authority agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated office specified in the Pricing Certificate or such other office as shall be designated from time to time by the Paying Agent/Registrar, or its successors (the "Designated Payment/Transfer Office"). Interest on each Bond shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the fifteenth (15th) day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register, or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a

Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Authority at the Designated Payment/Transfer Office of the Paying Agent/Registrar, and also at a location within the State of Texas, as provided herein and in accordance with rules and regulations as the Paying Agent/Registrar and the Authority may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Resolution, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and being of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and being of a like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the Authority, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 30 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the Authority nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in this Resolution relating to the payment and transfer/exchange of the Bonds, the Authority hereby approves and authorizes the use of the "Book-Entry Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in a Blanket Issuer Letter of Representations by and between the Authority and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the Authority covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the Authority by the President or Vice President of the Board of Directors under its seal reproduced or impressed thereon and attested by the Secretary or Assistant Secretary of the Board of Directors. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Authority on the date of the adoption of this Resolution shall be deemed to be duly executed

on behalf of the Authority, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial Holders and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in the Public Security Procedures Act, Texas Chapter 1201, Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond duly signed shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount of the Bonds with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to appear on the Initial Bond(s), the Registration Certificate of Paying Agent/Registrar to appear on the definitive Bonds, and the form of Assignment to appear on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution, and the Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Authority or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF GRAYSON, COLLIN, FANNIN AND COOKE
GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2022
(CITY OF SHERMAN PROJECT)

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP NO.
_____	_____%	_____1, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above, the Principal Amount hereinabove stated and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is the delivery date of this Bond (or its Predecessor Bond) to the initial Holder, in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each April 1 and October 1 thereafter until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the Holder hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of _____, the Paying Agent/Registrar, or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth (15th) day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are

authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for the construction, acquisition, and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas, and the acquisition of land and rights-of-way necessary therefor or incidental thereto, and the payment of all costs incident and related to the acquisition and financing thereof, pursuant to authority conferred by and in conformity with the Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283 and Chapter 1371, Texas Government Code, as amended, and pursuant to a Resolution adopted by the Board of Directors of the Authority (herein referred to as the "Resolution").

The Bonds maturing on and after _____, may be redeemed prior to their Stated Maturities, at the option of the Authority, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar) on _____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

Not fewer than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Authority and at the Authority's expense, to each Registered Owner of a Bond to be redeemed and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the Holder only upon presentation and surrender of this Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office, and there shall be issued, without charge therefor to the Holder hereof, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the principal sum hereof. If this Bond is selected for redemption, in whole or in part, the Authority and the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Holder within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the

redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds constitute special obligations of the Authority, and, together with the outstanding Previously Issued Bonds and any Additional Bonds, if issued, are payable as to principal and interest solely from and equally secured by a first lien on the Pledged Revenue of the Authority (identified and defined in the Resolution, and including revenues to be received under and pursuant to a Contract For Water Supply and Sewer Service between the Authority and the City of Sherman, Texas, dated as of March 1, 1985, together with all amendments thereto). Reference is hereby made to the Resolution, copies of which are on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the revenues pledged for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Authority and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Resolution.

The Authority expressly reserves the right to issue further and additional revenue bond obligations in all things on a parity with the Bonds and the Previously Issued Bonds, payable solely from and equally secured by a first lien on the Pledged Revenue described above; provided, however, that any and all such Additional Bonds may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Resolution, to which reference is hereby made for more complete and full particulars.

The Holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

This Bond, subject to certain limitations contained in the Resolution, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Authority and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Authority nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the

Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Bond in order to render the same a legal, valid and binding obligation of the Authority have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that the issuance of the Bonds does not exceed any constitutional or statutory limitation. In case any provision in this Bond or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Bond to be duly executed under the official seal of the Authority.

GREATER TEXOMA UTILITY AUTHORITY

_____

President, Board of Directors

ATTEST:

_____

Secretary, Board of Directors

(SEAL)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(	
OF PUBLIC ACCOUNTS	(	
	(	REGISTER NO._____
THE STATE OF TEXAS	(	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on the definitive Bonds.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Resolution; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The principal office of the Paying Agent/Register in _____ is the "Designated Payment/Transfer Office" for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:
_____

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____
_____
_____
(Social Security or other identifying number: _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____attorney
to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

REGISTERED
NO. T-1

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF COOKE, FANNIN, GRAYSON AND COLLIN
GREATER TEXOMA UTILITY AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2022
(CITY OF SHERMAN PROJECT)

Bond Date: _____

Registered Owner:

Principal Amount:

The Greater Texoma Utility Authority (hereinafter referred to as the "Authority"), for value received, hereby promises to pay to the Registered Owner named above (the "Holder") or the registered assigns thereof, solely from the revenues hereinafter identified, on _____ in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

YEAR	PRINCIPAL INSTALLMENTS	INTEREST RATE

(Information to be inserted from schedule in the Pricing Certificate)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is the delivery date of this Bond (or its Predecessor Bond) to the initial Holder, in which case it shall bear interest from the _____) at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each April 1 and October 1 thereafter until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or redemption to the Holder hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"), or its successor. Interest is payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth (15th) day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of the Holder. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Certain Definitions. In addition to terms defined elsewhere in this Resolution, for all purposes of this Resolution and in particular for clarity with respect to the issuance of the Bonds and the pledge and appropriation of the Pledged Revenue therefor, the following definitions are provided:

(a) The term "Additional Bonds" shall mean parity revenue bonds issued in accordance with the terms and conditions prescribed in Section 19 hereof.

(b) The term "Authorized Investments" shall mean the obligations identified in the "Public Funds Investment Act" (Texas Government Code, Chapter 2256), as amended.

(c) The term "Bonds" shall mean the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project)" authorized by this Resolution.

(d) The term "Bonds Similarly Secured" shall mean the Bonds, the Previously Issued Bonds, and Additional Bonds.

(e) The term "Contract" or "Contract for Water Supply and Sewer Service" shall mean that certain contract, dated as of the 1st day of March, 1985, by and between the Authority and the City of Sherman, Texas, together with amendments and supplements thereto (which by the term of such instrument is designated as a supplement to such Contract), a conformed copy of such Contract being attached hereto as **Exhibit B** for the purposes of identification only.

(f) The term "Cost of the Project" shall have the meaning assigned such term in Section 1.01 of the Contract.

(g) The term “Fiscal Year” shall mean the twelve month operational period of the Authority commencing October 1 of each year; provided, however, the Authority may change the fiscal year to another period of not less than twelve (12) calendar months but in no event may the fiscal year be changed more than one time in any three calendar year period.

(h) The term “Government Obligations” as used herein, unless otherwise provided in the Pricing Certificate, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the Authority, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the Authority, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other authorized securities or obligations under applicable laws of the State of Texas that may be used to defease obligations such as the Bonds.

(i) The term “Maintenance and Operation Expense of the Project” shall have the meaning assigned such term in Section 1.01 of the Contract.

(j) The term “Outstanding” shall mean when used in this Resolution with respect to Bonds or Bonds Similarly Secured, as of the date of determination, all Bonds or Bonds Similarly Secured theretofore issued and delivered, except:

(i) those Bonds or Bonds Similarly Secured canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(ii) those Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 27 hereof; and

(iii) those Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 30 hereof or similar provisions with respect to Bonds Similarly Secured.

(k) The term “Pledged Revenue” shall mean (i) the amount received by the Authority as monthly amortization payments by reason of Section 3.01 (a) of the Contract, less the fees and charges of the Paying Agent/Registrar with respect to Bonds Similarly Secured, plus (ii) the amounts deposited into the Bond Fund reaffirmed by Section 12(b) of this Resolution, and the Reserve Fund reaffirmed by Section 12(c) of this Resolution; plus (iii) any amounts on deposit in any construction fund, created and established by a resolution authorizing the issuance of the Bonds or Bonds Similarly Secured, pending the application of such money for the payment of the Cost of a Project.

(l) The term "Previously Issued Bonds" shall mean the Outstanding (1) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2006 (City of Sherman Project)," (2) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2013A (City of Sherman Project)," (3) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2014 (City of Sherman Project)," (4) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015

(City of Sherman Project)," (5) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015A (City of Sherman Project)," (6) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2015B (City of Sherman Project)," (7) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017 (City of Sherman Project)," (8) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2017A (City of Sherman Project)," (9) "Greater Texoma Utility Authority Contract Revenue and Refunding Bonds, Series 2019 (City of Sherman Project)," (10) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2019A (City of Sherman Project)," (11) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2020 (City of Sherman Project)," (12) "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2021 (City of Sherman Project)," and (13) "Greater Texoma Utility Authority Contract Revenue Refunding Bonds, Series 2021 (City of Sherman Project)," heretofore issued which are in every respect on a parity with the Bonds.

(m) The term "Project" shall mean, with respect to the Bonds Similarly Secured, collectively, the projects described as such in the resolutions of the Authority that have from time to time authorized the issuance of Bonds Similarly Secured by the Authority for the financing of such projects.

(n) The term "Series 2022 Project" shall mean, with respect to the Bonds, the project described in Section 1 hereof.

SECTION 11: Pledge. The Authority hereby covenants and agrees that all of the Pledged Revenue is hereby irrevocably pledged for the payment of the Bonds Similarly Secured, and the interest thereon, and it is hereby declared and resolved that the Bonds Similarly Secured and the interest thereon shall constitute a first lien upon said Pledged Revenue.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds Similarly Secured and the pledge of the Pledged Revenue granted by the Authority under this Section of this Resolution, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the Pledged Revenue granted by the Authority under this Section of this Resolution is to be subject to the filing requirements of Texas Business & Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said Pledged Revenue, the Authority agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business & Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said Pledged Revenue to occur.

SECTION 12: Fund Designations. The Authority hereby covenants and agrees with the Holders of the Bonds Similarly Secured that all income, receipts and revenues derived from the operation and ownership of the Project shall be kept separate from other funds or accounts of the Authority. To that end, the following special Funds (herein so called) were created and established by a resolution authorizing Previously Issued Bonds and shall exist and govern the application of the Pledged Revenue while the Bonds Similarly Secured are Outstanding, to wit:

(a) Greater Texoma Utility Authority Revenue Fund, hereinafter called the "Revenue Fund." This Fund shall be kept in a depository of the Authority.

(b) Greater Texoma Utility Authority Bond Interest and Sinking Fund, hereinafter called the "Bond Fund." This Fund shall be deposited with a depository of the Authority as

trustee of the Pledged Revenue, and moneys deposited therein shall be used to pay principal of and interest on Bonds Similarly Secured when and as the same shall become due and payable.

(c) Greater Texoma Utility Authority Bond Reserve Fund, hereinafter called the "Reserve Fund." This Fund shall be deposited with a depository of the Authority and money deposited therein shall be used to pay the principal of and interest on Bonds Similarly Secured falling due at any time where there is insufficient money available in the Bond Fund.

SECTION 13: Revenue Fund. All revenues and income of any kind or character received by the Authority by reason of (i) its ownership of all or a part of the Project, (ii) the operation of the Project, or (iii) the Contract, shall be deposited in the Revenue Fund.

In the event money is deposited in the Revenue Fund from sources other than those specified in Section 3.01 of the Contract, then such money may be invested or reinvested or placed on time deposit in the same manner as the Reserve Fund pending its application to the reduction of payments that would otherwise be required to be made by the City under Section 3.01 of the Contract. Investment income and profits from the investment of the Revenue Fund shall be retained therein until used as provided in this Section.

Money in the Revenue Fund shall be used in the following order of priority:

1. Payments into the Bond Fund, as provided by Section 14;

2. Payments into the Reserve Fund, as provided by Section 15;

3. The curing of any deficiencies, as provided by Section 16;

4. The payment of other costs of the Project including maintenance and operation expenses not paid by the Authority and those purposes for which provision is made by Section 3.01(c) through 3.01(e) of the Contract; and

5. Applied as provided in Section 17.

SECTION 14: Bond Fund. The Authority hereby covenants and agrees to deposit to the credit of the Bond Fund amounts sufficient to pay the principal of and interest on the outstanding Bonds Similarly Secured as the same becomes due. There shall be deposited into the Bond Fund, by reason of the issuance of the Bonds, from the Pledged Revenue on deposit in the Revenue Fund (i) beginning on or before the twenty-fifth (25th) day of the month next following delivery of the Bonds and on or before the twenty-fifth (25th) day of each following month until and including the first interest payment date, an amount equal to not less than the fractional amount required in order to have the amount of the first installment of interest on deposit by the twenty-fifth (25th) day of the month next preceding the first interest payment date, and thereafter on the twenty-fifth (25th) day of each following month, an amount equal to not less than one sixth (1/6) of the next installment of interest; (ii) beginning on or before the twenty-fifth (25th) day of the month next following delivery of the Bonds, and on or before the twenty-fifth (25th) day of each following month until and including the first principal payment date, an amount equal to not less than the fractional amount required in order to have the amount of the first installment of principal on deposit by the twenty-fifth (25th) day of the month preceding the first principal payment date, and thereafter on or before the twenty-fifth (25th) day of each month, an amount equal to one twelfth (1/12) of the next annual principal payment to become due on the Bonds.

The amounts required to be so deposited shall take into account amounts already on deposit in the Bond Fund.

The monthly deposits to the Bond Fund for the payment of principal and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund is equal to the amount required to pay all Outstanding Bonds Similarly Secured (principal and interest) for which said Fund was created and established or (ii) the Bonds Similarly Secured payable therefrom are no longer Outstanding.

Moneys on deposit in the Bond Fund may be invested, to the extent such investments are Authorized Investments, in United States Treasury bills, in similar direct obligations of the United States of America, or in certificates of deposit of any bank that is a member of the Federal Deposit Insurance Corporation (which are fully secured by a pledge of direct obligations of, or obligations of which the principal and interest are guaranteed by, the United States of America to the extent such certificates are not insured) maturing at such dates and in such manner as will provide cash to discharge interest and/or principal payments on Bonds Similarly Secured when and as the same become due.

Investment income and profits realized from the investment of the Bond Fund shall be retained therein until used as provided in this Section. Accrued interest, if any, shall be deposited into the Bond Fund.

SECTION 15: Reserve Fund. Upon the delivery of the Bonds, amounts on deposit in the Reserve Fund, allocated as a part of the Reserve Fund for the security of "Bonds Similarly Secured" under the resolutions authorizing the issuance of such Bonds Similarly Secured (including amounts held in the Reserve Fund by reason of the issuance of the Previously Issued Bonds) shall continue to be held as a part of the Reserve Fund for the security and payment, if required, of Bonds Similarly Secured as defined herein. The Authority hereby covenants and agrees with the holders of the Bonds Similarly Secured that it will provide for the accumulation of, and when accumulated, will thereafter continuously maintain in the Reserve Fund an amount equal to the average annual principal and interest requirement of all Bonds Similarly Secured (the Required Reserve Fund Amount). If any Bonds Similarly Secured are subject to mandatory redemption, the amount required to be redeemed in any Fiscal Year shall be treated as if it matured in that Fiscal Year. The average annual requirement shall be calculated on a Fiscal Year basis on the Outstanding Bonds Similarly Secured on the date of the last series of Bonds Similarly Secured (after giving effect to the issuance of such last series); provided, however, at such time as the Previously Issued Bonds identified in 1 of Section 10(l) hereof are no longer Outstanding, the average annual requirement shall also be calculated at the end of each Fiscal Year. Any amounts on deposit in the Reserve Fund in excess of such requirement shall be transferred to the Revenue Fund.

In addition, beginning on or before the twenty-fifth (25th) day of the month following the delivery of the Bonds, and on or before the twenty-fifth (25th) day of each month thereafter, there shall be deposited in the Reserve Fund substantially equal month deposits in an amount which will result in the Required Reserve Fund Amount being on deposit in the Reserve Fund within not more than sixty (60) months from the date of the passage of this Resolution, and such monthly deposits shall take into account the amounts already on deposit in said Reserve Fund.

When the Required Reserve Fund Amount has been fully accumulated, said monthly payments to said Fund may be terminated; provided, however, should the money in the Reserve Fund be utilized so the Reserve Fund balance is less than the Required Reserve Fund

Amount, after the same has been accumulated, monthly deposits shall be made in an amount not less than one-twelfth (1/12th) of the amount of the deficiency and shall continue to be made on or before the twenty-fifth (25th) day of each month until the Required Reserve Fund Amount has been fully restored.

Money in the Reserve Fund may be, at the option of the Authority, invested or reinvested from time to time in direct obligations of or obligations the principal and interest of which are guaranteed by the United States of America or invested in direct obligations of or participation certificates guaranteed by the Federal Intermediate Credit Banks, Federal Land Banks, Federal National Mortgage Association, Federal Home Loan Banks, Banks for Cooperatives, and in certificates of deposit of any bank which is a member of the Federal Deposit Insurance Corporation, and such certificates of deposit are fully insured and/or secured by a pledge of the securities of any of the kind hereinabove specified, such obligations or securities to mature in not more than ten years from the date of such investment or not later than the final maturity of the Bonds Similarly Secured Outstanding for which the Reserve Fund is established, whichever is shorter. Any obligations in which money is so invested shall be kept in escrow with the custodian of said Fund, and shall be promptly sold when notified by the Authority that moneys on deposit in the Bond Fund are insufficient to make a current interest and/or principal payment on Bonds Similarly Secured, and the proceeds of sale of such investments and/or moneys on deposit in the Reserve Fund in an amount sufficient to meet the deficiency in the Bond Fund shall be immediately transferred to the Bond Fund, without further notice or authorization. The Authority shall direct the investment of moneys on deposit in the Reserve Fund.

Investment income and profits realized from the investment of the Reserve Fund shall be retained therein as may be necessary to fully establish or restore the Required Reserve Fund Amount and thereafter shall be transferred to the Revenue Fund.

Investments in the Reserve Fund shall be valued at the lower of cost or market on June 1 of each year, by the chief financial officer of the Authority. In the event the amount contained in the Reserve Fund (as the result of such valuation) is less than the amount then required to be on deposit, additional deposits in an amount equal to not less than 1/12th of the deficiency shall be made monthly, beginning on the 25th day of October next following until the deficiency has been corrected. In the event the amount contained in the Reserve Fund (as a result of such valuation) is more than the Required Reserve Fund Amount, the amount of such excess may be transferred to the Revenue Fund and shall be so transferred if directed by the Authority.

SECTION 16: Deficiencies in Funds. If in any month the Authority shall, for any reason, fail to pay into the Bond Fund and Reserve Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into said Funds from the first available and un-allocated Pledged Revenue of the following month or months, and such payments shall be in addition to the amount hereinabove provided to be otherwise paid into said Funds during such month or months.

SECTION 17: Remainder of Revenues. Money remaining in the Revenue Fund, after making the payments required in items (1) through (4) of the last paragraph of Section 13, shall be transferred to any other fund created by this Resolution and used as a credit to the amount that would otherwise be required to be paid by the City under Section 3.01 of the Contract.

SECTION 18: Security of Funds and Their Transfer. All moneys on deposit in the special Funds for which this Resolution makes provision (except any portions thereof as may be

at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys in such special Funds shall be used only for the purposes permitted by this Resolution.

While any of the Bonds are Outstanding, the Board of Directors shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity, such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

SECTION 19: Issuance of Additional Parity Bonds. In addition to the right to issue bonds of inferior lien as authorized by the laws of this State, the Authority reserves the right hereafter to issue Additional Bonds. The Additional Bonds, when issued, shall be payable from and secured by a first lien on and pledge of the Pledged Revenue in the same manner and to the same extent as are the Bonds and the Previously Issued Bonds. Bonds Similarly Secured shall in all respects be of equal dignity. The Additional Bonds may be issued in one or more installments provided, however, that no Additional Bonds shall be issued unless and until the following conditions have been met:

(a) The Authority is not then in default as to any covenant, condition or obligation prescribed in a resolution authorizing the issuance of the Outstanding Bonds Similarly Secured or the Contract (including any amendment or supplement thereto).

(b) A consulting engineer certifies to the Authority the need for an estimated amount of additional financing required for completion, expansion, enlargement or improvement of the Project.

(c) The City of Sherman, Texas, shall have approved the resolution(s) authorizing the issuance of the Additional Bonds as to form and content and acknowledged that the payment of principal of and interest on such bonds is payable, in whole or in part, from payments to be made by the City of Sherman, Texas, under and pursuant to the Contract.

(d) The Additional Bonds are made to mature on April 1 or October 1 or both in each of the years in which they are scheduled to mature.

(e) The resolution authorizing the issuance of the Additional Bonds provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Bonds as the same become due.

(f) The resolution authorizing the issuance of the Additional Bonds provides that (i) the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the average annual requirement (calculated on a Fiscal Year basis) of the Outstanding Bonds Similarly Secured, as of the date of the last series of Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds) for the payment of principal of and interest on all obligations to be secured by a first lien on and pledge of the Pledged Revenue, and (ii) any additional amount to be maintained in the Reserve Fund shall be accumulated within not more than 60 months from the date of the passage of the resolution authorizing the issuance of the proposed Additional Bonds.

(g) The Authority will demonstrate to the Executive Administrator of the Texas Water Development Board that the Pledged Revenues will be sufficient to pay the Previously Issued Bonds, the Bonds and the proposed Additional Bonds.

Bonds Similarly Secured may be refunded (pursuant to any law then available) upon such terms and conditions as the governing body of the Authority may deem to be in the best interest of the Authority, and if less than all such Outstanding Bonds Similarly Secured are refunded the proposed refunding bonds shall be considered as "Additional Bonds" under the provisions of this Section, but the certificate required in subdivision (b) shall not be required or be applicable to the issuance of such refunding bonds.

SECTION 20: Insurance. The Authority covenants that it will at all times keep insured such of its plants, structures, buildings, stations, machinery, equipment, apparatus, distribution pipelines and equipment, as are usually insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, and will also at all times maintain worker's compensation insurance and insurance against public liability and property damages to the extent permitted by law, in a reasonable amount with a responsible insurance company or companies; provided, however, that any time while any contractor engaged in construction work shall be fully responsible therefor, or the Authority has assumed such responsibility, the Authority shall not be required to carry such insurance.

SECTION 21: Records - Accounts - Accounting Reports. The Authority hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts on a Fiscal Year basis pertaining to the operation of the Project separate and apart from all other records and accounts of the Authority in accordance with accepted accounting practices, and complete and correct entries shall be made of all transactions relating to said Project. The Holder or Holders of any Bonds Similarly Secured, or any duly authorized agent or agents of such Holders, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the Project and all properties comprising same. The Authority further agrees that within one hundred twenty (120) days following the close of each Fiscal Year, or as soon thereafter as possible, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants or Licensed Public Accountants. Each such audit, in addition to whatever other matters may be thought proper by the Accountant shall particularly include the following:

(a) A detailed statement of the receipts and disbursements from the Revenue Fund.

(b) A balance sheet as of the end of such Fiscal Year.

(c) The Accountant's comments regarding the manner in which the Authority and the City have complied with the covenants and requirements of this Resolution and the Contract and his recommendations for any changes or improvements in the operation, records and accounts of the Authority.

(d) A list of the insurance policies in force (if obtained by the Authority) at the end of the Fiscal Year on the Project properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

(e) A list of the securities which have been on deposit as security for money in the Bond Fund and Reserve Fund throughout the Fiscal Year, a list of the securities, if any, in which money in the Bond Fund and Reserve Fund has been invested, and a statement of the manner in which money in the Revenue Fund has been secured in such Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as Maintenance and Operating Expenses of the Project and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of Texas at his or her office in Austin, Texas, and, upon written request, to the initial Holder and any subsequent Holder of the Bonds Similarly Secured.

By its approval of this Resolution, the City of Sherman, Texas, agrees, in order to secure its obligations under the Contract, to maintain rates and charges for its utility system sufficient to pay all of its obligations secured by and made payable from the revenues derived from the operation of its utility system.

SECTION 22: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Authority covenants and agrees particularly that in the event the Authority (a) defaults in payments to be made to the Bond Fund or Reserve Fund as required by this Resolution, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Directors and other officers of the Authority to observe and perform any covenant, condition or obligation prescribed in this Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 23: Special Covenants. The Authority hereby further covenants as follows:

(a) It has the lawful power to pledge the revenues supporting this issue of Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Bonds, Previously Issued Bonds, and the Additional Bonds, when issued, shall be ratably secured under said pledge of the Pledged Revenue in such manner that one bond shall have no preference over any other bond of said issues.

(b) Other than for the Bonds and the Previously Issued Bonds, the Pledged Revenue has in no manner been committed or pledged to the payment of any debt or obligation of the Authority.

(c) So long as any of the Bonds or any interest thereon remain Outstanding, the Authority will not sell or encumber the Project or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the Project, and, also, with the exception of the Additional Bonds expressly permitted by this Resolution to be issued, it will not encumber the Pledged Revenue unless such encumbrance is made junior and subordinate to all of the provisions of this Resolution.

(d) The Authority will maintain rates and charges to the City sufficient to meet the debt service requirements on the Outstanding obligations of the Authority that are supported by such revenues.

None of the special covenants herein appearing shall be construed in any manner which would deprive the Authority of its right to pledge any revenues produced by modification of the Contract and specifically designated to meet obligations incurred in providing the Authority with enlarged or additional facilities; further, that none of said covenants shall be construed in any manner which would deprive the Authority of its right to pledge that part of any revenue or income derived by it from other future contracts with other cities, towns or villages or the Authority or others and required to satisfy conditions for payment of other bonds or obligations issued by the Authority and such right is especially reserved.

SECTION 24: Bonds are Special Obligations. The Bonds are special obligations of the Authority payable from the Pledged Revenue and the Holders thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

SECTION 25: Bonds are Negotiable Instruments. Each of the Bonds herein authorized shall be deemed and construed to be a "Security" and as such a negotiable instrument, within the meaning of Texas Business & Commerce Code, Chapter 8, as amended.

SECTION 26: Resolution a Contract - Amendments. This Resolution shall constitute a contract with the Holders from time to time, be binding on the Authority, and shall not be amended or repealed by the Authority so long as any Bond remains Outstanding except as permitted in this Section and in Section 39 hereof. The Authority, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Authority may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds Similarly Secured then outstanding, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of the Bonds then outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Satisfaction of Obligation of Authority. If the Authority shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the pledge of the Pledged Revenue under this Resolution and all other obligations of the Authority to the Holders shall thereupon cease, terminate, and become void and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government

Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the Authority shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The Authority covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Authority or deposited as directed by the Authority. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the Authority, be remitted to the Authority against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Authority shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 28: Notices to Holders-Waiver. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Authority, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Authority may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Authority may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly

canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Authority.

SECTION 30: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the Authority and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Authority and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 31: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (ii) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Authority shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Authority receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Authority shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Authority shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Authority or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Authority shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity

under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Authority shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Authority shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Authority shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The Authority shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Authority may commingle Gross Proceeds of the Bonds with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the Authority shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Authority shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Authority shall pay to the United States out of the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Bond Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate

Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The Authority shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Authority shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The Authority hereby directs and authorizes the President, Vice President, Secretary and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 32: Sale of Bonds – Official Statement. The Bonds authorized by this Resolution may be sold by the Authority to the purchaser(s) (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with a bond purchase agreement (the "Purchase Contract"), (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the Authority and as the act and deed of this Board.

The President and Secretary of the Board of Directors of the Authority are further authorized and directed to execute and deliver for and on behalf of the Authority copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer shall be deemed to be approved by the Board of Directors of the Authority and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 33: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, and accrued interest received from the Purchasers, if any, of the Bonds) shall be deposited to the credit of a fund kept at a depository bank of the Authority. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, including guaranteed investment contracts permitted in Texas Government Code., Section 2256.015, et seq, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Bond Fund as shall be determined by the Board of Directors; all in accordance with written instructions from the Authority or its financial advisor. Any accrued interest received from the Purchasers and as well as all surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Bond Fund.

SECTION 34: Control and Custody of Bonds. The President of the Board of Directors of the Authority shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bonds pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

SECTION 35: Legal Opinion. The Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP ("Bond Counsel") approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds by the initial purchasers. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company. The Board of Directors confirms the prior engagement of Norton Rose Fulbright US LLP as the Authority's Bond Counsel.

SECTION 36: CUSIP Numbers. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

SECTION 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 38: Further Procedures. Any one or more of the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Authority all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President, Secretary, and/or Assistant Secretary of the Board of Directors of the Authority, and the General Manager of the Authority, and Bond Counsel are each hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the documents authorized and approved by this Resolution: (i) in order to cure any technical ambiguity, formal defect, or

omission in the Resolution or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Resolution, which determination shall be final. In the event that any officer of the Authority whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The Authority shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in the year stated in the Pricing Certificate, financial information and operating data with respect to the Authority and the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the Authority and the City, when and if available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Authority and the City, respectively, may be required to employ from time to time pursuant to state law or regulation, and audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Authority shall file unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The Authority shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Authority, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal

agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority, and (b) the Authority intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Section with respect to the Authority and the Bonds while, but only while, the Authority remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the Authority to be no longer such an "obligated person".

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Authority or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Authority in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Authority from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the Authority if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Authority's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the Authority so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 40: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the Authority, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Holders.

SECTION 41: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters contained herein.

SECTION 42: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 43: Incorporation of Findings and Determinations. The findings and determinations of the Board of the Authority contained in the preambles hereof are hereby incorporated by reference and made a part of this Resolution for all purposes as if the same were restated in full in this Section.

SECTION 44: Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the

application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 45: Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 46: Contract. The Contract is amended to include the Series 2022 Project and a description of the Series 2022 Project shall be attached to the contract as Exhibit D-13. In all other respects the Contract is reapproved and shall be and remain in full force as the agreement of the parties.

SECTION 47: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 48: Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

[remainder of page left blank intentionally]

PASSED AND ADOPTED, this May 23, 2022.

GREATER TEXOMA UTILITY AUTHORITY

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(Seal)

EXHIBIT A

Form of Paying Agent/Registrar Agreement

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____ (this "Agreement"), by and between _____, _____, Texas, a banking corporation duly organized and existing under the laws of the _____ and authorized to do business in the State of Texas, or its successors (the "Bank") and the Greater Texoma Utility Authority (the "Issuer"),

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project)" (the "Securities"), dated _____, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended or Section 2274.002(a)(2) of the Texas Government Code. The Issuer covenants to provide notice to the Bank upon any change in the Issuer's Fiscal Year within ten (10) business days of the governing body of the Issuer's decision to change the Fiscal Year of the Issuer.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated

officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Current Interest Bond when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Current Interest Bonds (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the

payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the

Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____

By: _____

Title: _____

Address: _____

_____

GREATER TEXOMA UTILITY AUTHORITY

By: _____
Pricing Officer

Address: 5100 Airport Drive
Denison, Texas 75020

ANNEX A

FEE SCHEDULE

EXHIBIT B

Contract For Water Supply and Sewer Service

CONTRACT FOR WATER SUPPLY AND SEWER SERVICE

THE STATE OF TEXAS §

THE COUNTY OF GRAYSON §

THIS AGREEMENT is made and entered into as of March 1, 1985, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation Authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Chapter 97, Acts of the 66th Legislature of Texas, Regular Session, 1979, as amended, (the "Act") and the CITY OF SHERMAN, TEXAS, a municipal corporation in the County of Grayson, Texas (hereinafter referred to as the "City") duly created and existing under the laws of the State of Texas:

W I T N E S S E T H:

WHEREAS, the Authority, acting pursuant to the Act, proposes to issue its bonds for the purpose of providing (i) certain sanitary sewer collection and treatment facilities for use by the City, and (ii) an additional supply of water to the City and certain water supply facilities in order to store and transport such water to the City; and

WHEREAS, certain revenues to be received by the Authority from the City under this Agreement are to be pledged to the payment and security of the bonds to be issued by the Authority and will constitute the basis for the Authority's credit in financing such facilities; and

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies, have mutually agreed upon the terms and conditions of this Agreement; now, therefore,

IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto hereby agree and contract as follows:

Definitions

SECTION 1.01: Unless the context shall indicate a contrary meaning of intent, the terms below defined, for all purposes of this contract and any contract amendatory or supplemental to this contract, shall be construed or used and are intended to have meanings as follows:

(a). "Authority" shall mean the Greater Texoma Utility Authority, or its successor.

(b) "Board" and "Board of Directors" shall mean the Board of Directors of the Authority.

(c) "Bond Resolution" shall mean any resolution of the Board of Directors authorizing the issuance of the Bonds and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted, where the proceeds from the sale of the Bonds will be used to discharge the cost of the Project.

(d) "Bonds" shall mean any bonds to be issued by the Authority for the purpose of providing funds to pay the necessary costs of the Project, whether in one or more series or issues, or any bonds issued to refund same.

(e) "City" shall mean the City of Sherman, Texas.

(f) "Cost of the Project" shall mean, with respect to the Water Project or the Sewer Project, all cost and expense incurred in connection with the acquisition, construction, improvements, enlargement, extension and repair of the Project, including, without limiting the generality of the foregoing, the cost of the acquisition of all land, rights-of-way, property rights, easements, and interests, the cost of all machinery and equipment, financing charges, interest and administrative expenses expected to accrue during the period of construction, the funding of any reserve funds created by the Bond Resolution(s), cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, improving, enlarging, extending, or repairing the Project, and such other expense as may be necessary or incident to the acquisition, construction, improvement, enlargement, extension or repair of the Project and all legal fees, printing and other cost, fees and expenses necessary for or incident to the issuance of the Bonds.

(g) "Engineer" shall mean a registered, professional engineer (who may be the City Engineer or the Authority's Engineer). The City and Authority agree that the Engineer may be a

different firm on different aspects of the Project; that the Engineers (and the scope of their work) are set forth in Exhibit A; and that the Project will be acquired, constructed, improved, enlarged, extended and repaired in accordance with the plans and specifications prepared under the supervision of the Engineer. It is further agreed that an Engineer may be changed or added and the scope of duties adjusted by the Authority, subject to the consent of the City.

(h) "Fiscal Year" shall mean the twelve month operating period (under this Agreement) commencing October 1st of each year, provided such twelve month period may be changed one time in any three calendar year period by agreement of the Authority and the City (which agreement, if made, shall be attached hereto as an exhibit).

(i) "Maintenance and Operation Expense of the Project" shall mean the expense of maintenance and operation of the Project including all salaries, labor, materials, interest, repairs, and replacements necessary to render efficient service, or which might be necessary to meet some physical accident or condition which would otherwise impair the security of the Bonds. Such term shall not include depreciation.

(j) "Operator" shall mean the party to this contract who is designated (in Exhibit B) as the party responsible for the act to be performed.

(k) "Project" shall mean, collectively, the Water Project and the Sewer Project.

(l) "Sewer Project" shall mean the sanitary sewer facilities which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder, and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Agreement, or obtained as grant funds, from any source, for the purpose of paying all or part of the Cost of the Project described in Exhibit C (as now or hereafter amended).

(m) "Water Project" shall mean the water supply, storage and transmission facilities which are to be (i) constructed or acquired in order to meet the contractual obligations hereunder and (ii) financed by the Authority through the issuance of bonds or other obligations, to the extent the same are payable from the money paid or required to be paid by the City under this Agreement or obtained as grant funds, from any source; for the purpose of paying all or part of the Cost of the Project described in Exhibit "D" (as now or hereafter amended).

ARTICLE II

Representations and Agreements

SECTION 2.01: The City's Representations and Agreements. In connection with its undertakings hereunder, the City represents to the Authority and agrees with the Authority as follows:

(a) It is a duly incorporated City of Texas, it is empowered under applicable laws of Texas, particularly under the Interlocal Cooperation Act, to enter into the engagements prescribed for it under this agreement and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this contract.

(b) It will timely pay to the Authority the full amount it is required to pay under the provisions of this contract for the services supplied by the Project.

(c) That it will plan, construct, maintain, operate and finance its own utility system and set retail rates to individual customers for water and sanitary sewer service adequate to pay all City obligations secured by and made payable from the revenues derived from the operation of the City's combined Water and Sanitary Sewer System.

(d) That it will cooperate with the Authority in the performance of the duties and responsibilities assigned to the Authority by this contract.

SECTION 2.02: Representations and Agreements of Authority. In connection with its undertakings hereunder, the Authority represents to the City and agrees with the City as follows:

(a) In its capacity as a conservation and reclamation Authority created by the Act, pursuant to Article XIV, Section 59 of the Texas Constitution, it is empowered under applicable laws of the State of Texas, particularly under the Interlocal Cooperation Act and the Texas Water Code, to enter into the engagements prescribed for it under this agreement and to perform all obligations which may result therefrom, and its governing body has duly authorized execution of this contract.

(b) That it will finance all costs of the Project not provided by the City and any grant secured for the construction of the Project.

SECTION 2.03: Construction. The Operator agrees to assume responsibility for the construction of the Project and the Authority will enter into such contracts as are necessary to provide the Project. To this end, the Authority and the City agree that:

(a) Unless otherwise agreed by the parties, the Operator shall be responsible for the preparation of final plans and specifications for the Project.

(b) Final plans and specifications for the Project shall be subject to the approval of the Authority and the City.

(c) All construction contracts shall be let and awarded pursuant to the laws applicable to the Authority.

(d) The Authority shall let and award all construction contracts, subject to the approval of each contract by the City.

(e) The Authority shall deposit from the proceeds from the sale of its Bonds in a special Construction Fund to be created and established by the Bond Resolution(s), an amount of money which shall be specified in said Bond Resolution(s). The Authority shall draw on and use said Construction Fund to pay the cost of acquiring, constructing, improving, extending, enlarging and repairing the Project.

(f) Unless otherwise agreed by the parties, the Operator shall be responsible for the acquisition of all land, rights-of-way, property rights, easements and interest required to provide the Project, subject to the approval of the City and the Authority.

ARTICLE VII

Fiscal Matters

SECTION 3.01. Payment for Service. The Authority will provide from the proceeds received through the issuance and sale of its Bonds such funds as are necessary, when coupled with any funds or property provided by the City and any grant received for the purpose of providing all or part of the Project. It is agreed that the City and its customers shall have the exclusive use of the entire Project for the useful life of the Project. In consideration for the Authority's obligation hereunder, the City recognizes and agrees that the Authority will acquire an undivided interest in the Project equivalent to the percentage of the total cost of the Project provided by the Authority through the issuance and sale of its Bonds. It is further agreed that the City's obligations to make any and all payments specified in this Article will terminate when all of the Authority's Bonds issued in connection with the Project have been paid in full and retired and are no longer outstanding. It is further understood and agreed that the Authority's only source of funds to pay the principal of and interest on its Bonds is from the payments to be made by the City to the Authority under this Contract, and the City agrees that it will make to the Authority the following payments:

(a) Monthly amortization payment -- Such amounts, payable monthly on or before the 25th day of each month, in approximately equal installments, as are necessary to pay (i) the principal coming due on the Authority's Bonds on the next succeeding principal payment date; (ii) the interest coming due on the Authority's Bonds on the next succeeding interest payment date; and, (iii) the fees and charges of the Paying Agent(s) for paying or redeeming the Bonds and interest thereon coming due on each applicable date.

(b) Reserve Fund Payment -- Such amount as is required to be paid into the Reserve Fund from the Revenue Fund (out of payments to be made by the City) under the Bond Resolution in order to establish, maintain or replenish the Reserve for the security and payment of Bonds similarly secured.

(c) Administrative Payment -- An amount sufficient to pay the administrative and overhead expenses of the Authority, directly attributable and chargeable to the Bonds and the Project, including the cost of routine annual accounting reports.

(d) Extraordinary Expense Payment -- Such amounts, as are necessary to pay or reimburse the Authority for any extraordinary or unexpected expenses or costs reasonably and necessarily incurred by the Authority in connection with the Bonds and the Project, such as expenses of litigation, if any, and costs of special studies and special professional services, if and when required by any governmental directive or regulation or as may be agreed between City and Authority.

(e) The cost of Maintenance and Operation of the Project (for which provision is made in Section 3.03) if the Authority is the Operator under that Section.

SECTION 3.02: Time for Making of Payments. The City agrees to make the payments required by Section 3.01 at the times hereafter specified:

(a) Monthly Amortization Payments -- the City shall commence making monthly amortization payments at such time as any amount required by the Bond Resolution(s) to be deposited into an escrow account for the payment of interest on the Bonds during the Project construction period has been fully exhausted, provided that such payments shall commence in no event later than the earlier of (i) twelve months prior to the first principal payment date specified in the Bond Resolution(s), or (ii) six months prior to the first interest payment date for which monies are not set aside for the payment of the interest coming due on such date from the proceeds of the Bonds. Monthly amortization payments shall continue to be made throughout the term of the contract and shall be adjusted by the City so as to provide for the accumulation of the full amount of debt service requirements (principal, interest and paying agent fees due on any given payment date) on or before the first day of the month such debt service requirements become due.

(b) Reserve Fund Payment -- the City shall commence making these payments on the 25th day of a month, as may be provided in the Bond Resolution, after the delivery of the initial series of Bonds to provide the Project, and upon the issuance of additional Bonds, shall increase the payments in accordance with the Resolution authorizing such Bonds.

(c) Administrative Payment -- the City shall commence making the administrative payment on the 10th day following the effective date of this Contract, and thereafter such payment shall be made on the 25th day of each month thereafter throughout the term of this contract.

(d) Extraordinary Expense Payment -- the City shall make any extraordinary expense payment immediately upon receipt of the statement therefor.

(e) Maintenance and Operating Expenses: (i) if the City is designated as the Operator under Section 3.03, such expenses shall be paid by the City as the same becomes due; or (ii) if the Authority is designated as the Operator under Section 3.03, the City shall pay (up to the amount annually budgeted for such expenses) the amount which the Authority determines shall be required in such months, such payments to be made on or before the 25th day of each month after the Project becomes operational. The annual budget shall be prepared by the Authority at least thirty (30) days prior to the date the Project is to become operational, or, thereafter prior to the beginning of each fiscal year; the budget shall then be submitted to the City which may indicate exceptions or suggestions, which shall then be considered by the Board. If an annual budget is found to be insufficient or excessive, the parties agree the same shall be taken into consideration by an amendment as well as the budget for the following year, with the view that additional payments shall be made or credit shall be given so that expenditures match receipts over the fiscal year or an adjustment is made in the following month.

SECTION 3.03: Maintenance and Operation of the Project. Unless otherwise agreed by the parties, it is agreed that the Operator will be responsible for maintaining and operating the Project for the entire term of this Contract, and shall

pay all costs and expenses incurred in regard to the maintenance and operation of the Project. The Operator hereby agrees and covenants to operate and maintain the Project in accordance with accepted good business and engineering practices and in accordance with all applicable federal and state laws, including any rules and regulations issued by appropriate agencies in the administration of said laws. If the City is the Operator under this Section, the City agrees to indemnify and to save and hold harmless the Authority from any and all claims, damages, losses, costs and expenses, including reasonable attorney fees, arising at any time from the acquisition, existence, ownership, operation and maintenance of the Project.

SECTION 3.04. Insurance. The Operator specifically agrees to carry fire, casualty, public liability, or other insurance on the Project for purposes and in amount which would ordinarily be carried by a municipal corporation owning and operating such facilities. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment so as to minimize the interruption of services of such facilities. All premiums for such insurance shall constitute a maintenance and operation expense of the Project.

SECTION 3.05. Covenant of Timely Payment. The City covenants that it will timely make (i) the monthly amortization payments and (ii) the additional payments specified hereunder in accordance with the provisions of this contract as the same shall become due and payable, irrespective of whether service of the Project has been abandoned or discontinued, or if the Project has been rendered wholly or partially unuseful by reason for "force majeure". The City recognizes the fact that the Authority will use the payment received from the City hereunder to pay, secure and finance the issuance of the Bonds, and the holders of the Bonds shall be entitled to rely on the foregoing covenant of payment regardless of any other agreement that may exist between the Authority and the City.

SECTION 3.06. Late Payment Penalty. Should the City fail to make any payment at the times herein specified, interest on such amounts shall accrue at the rate of ten per centum (10%) per annum from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within sixty (60) days from the date such payment becomes due, the Authority may institute a proceeding for a mandatory injunction requiring the payment of the amount due and interest thereon, such action to be instituted in a court of competent jurisdiction.

SECTION 3.07. Priority of Charges - City to Fix Adequate Rates.

(a) The City represents and covenants that all payments to be made by it hereunder shall constitute "operating expenses" of the City's combined Water and Sanitary Sewer System.

(b) The City further agrees to fix and collect such rates and charges for water and sanitary sewer services to its customers as will make possible the prompt payment of all expenses of operating and maintaining its combined Water and Sewer System, including all payments, obligations and indemnities contracted hereunder.

SECTION 3.08. Nature of Obligation of City. The payments required to be made by the City under the terms of this Contract shall be due and payable in any and all events regardless of whether there shall be, for any reason, a delay in the completion of all or any part of the Project and regardless of whether the Project shall have been wholly or partially destroyed or damaged. The agreements of the City shall be and are separate and independent covenants and the City shall have no rights of setoff, recoupment, or counterclaim. The Authority shall never have the right to demand payment of any amounts due hereunder by the City out of funds raised or to be raised by taxation. Any obligations assumed or imposed on either party hereto shall never be construed to be a debt of such party of a kind that would require it to levy and collect taxes to discharge any such obligation, it being expressly understood by the parties hereto that the funds required for all payments due from the City pursuant to this Contract are to be collected from the sources referenced herein, and by no other.

ARTICLE IV

Miscellaneous Provisions

SECTION 4.01. Contract Term. The obligation of the City to promptly make all prescribed payments shall commence with the delivery of the first series of Bonds issued to fund the cost of the Project and continue for the period during which the Bonds are outstanding and unpaid.

SECTION 4.02. Useful Life of Project. The City and Authority agree and mutually find that the anticipated useful life of the Project equals or exceeds the period specified in the Bond Resolution(s) for the maturity of all Bonds authorized to be issued.

SECTION 4.03: Abandonment of Use of Project. It is specifically recognized by the parties hereto that the City, during the term of this contract, may acquire other sewer facilities so as to make the continued operation of the Project uneconomical so it will be to the best interest of the parties to discontinue the operation of the Project.

Should the City choose to discontinue the operation of all or part of the Project, the City shall have the exclusive right to the salvage of all of the properties and improvements constituting the Project so discontinued. Any cost of salvage will be a maintenance and operating expense of the City, and any money realized from such salvage will serve as a reduction of such expense. The City shall retain the use of the land where the Project is situated and all remaining improvements thereon for its corporate purposes.

The abandonment of the use of the Project shall have no effect upon the obligations of the City to the Authority provided for by this contract and all payments provided for by this contract shall remain obligations of the City of the same nature as provided for by this contract.

SECTION 4.04: Modification of Provisions. This contract may be changed and modified only with the consent of the governing bodies of all parties signatory. Such modification may be requested by either party, in which event a joint meeting of the governing bodies or of their duly authorized and appointed representatives shall be held not less than thirty (30) days after the giving of such notice. At such joint meeting, the suggested changes or modifications shall be considered, discussed and settled. No such change or modification may be made which will affect adversely the payment when due of all monies required to be paid by the City under the terms of this contract and no such change will be effective which effects adversely or causes a violation of any covenants contained in the Bond Resolution(s).

If for any reason the City may desire the construction of additional facilities over and above those now contemplated, and provided that same are within the legal and economic capabilities of the Authority, provision therefor shall be made by means of a supplement hereto, the terms of which are to be negotiated between the City and the Authority.

SECTION 4.05: Regulatory Provisions. This contract shall be subject to all valid rules, regulations and laws applicable thereto, as promulgated by the United States of America, the State of Texas, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

SECTION 4.06: Taxes. In the event any sales or use taxes, or taxes of any nature, are hereafter imposed upon the Project or the Authority on account of the acquisition, existence, ownership, operation and maintenance of the Project, the amount of such taxes shall be treated as operating expenses of the Project.

SECTION 4.07: Title to Water and Sewage. Title to all water and sewage put into the Project under this agreement shall be in the City.

SECTION 4.08: Notices. Any notice, request, demand, statement or bill provided for in this agreement shall be in writing and shall be considered to have been duly delivered when sent by registered mail, addressed as follows:

To the Authority: 5100 Airport Drive
Denison, Texas 75020
Attention: President, Board of Directors

To the City: City Hall
P. O. Box 1106
Sherman, Texas 75090
Attention: Mayor, City of Sherman

as the case may be, except that routine communications may be sent by ordinary mail and except that either party, by the filing of an appropriate written notice to the other, may specify some other individual to whom communications thereafter are to be addressed.

SECTION 4.09: Covenant to Enforce Contractual Obligations. The Authority covenants that it will enforce the obligations of the City hereunder as may be required to accomplish the purpose of this contract. Either party may enforce any obligations hereunder owed to it by the other party.

SECTION 4.10: Consequences of City Default. The Authority and the City agree that in the event of default or threatened default, in the payment of principal of or interest on the Bonds, any court of competent jurisdiction upon petition of the holders of twenty-five percent (25%) of the principal amount of the then outstanding Bonds of the Authority shall appoint a receiver with authority to collect and receive all resources pledged to the payment of the Bonds, enforce all rights arising from default, if any, by the City in making payment under this contract, and take charge of the pledged funds on hand and manage the proprietary affairs of the Authority insofar as such affairs relate to the

Project. The court may further vest the receiver with such powers and duties as the court may find necessary for the protection of the holders of the Bonds.

SECTION 4.11. Further Agreements of the Parties. The parties hereto specifically recognize that the City has heretofore issued, sold and delivered revenue bonds that are payable from and secured by a lien on and pledge of the net revenue of its combined Water and Sanitary Sewer System; that the bonds so issued and delivered (which remain outstanding) are fully described in Exhibit E.

The City represents to the Authority:

(a) There is no provision in the ordinances authorizing the issuance of such revenue bonds which prohibits the City from entering into and executing this contract.

(b) The execution of this contract and the operation thereunder will not in any way impair the obligation of contract by and between the City and the owners of its outstanding bonds payable from revenues of its Water and Sanitary Sewer System since the Project is in furtherance of governmental policy, not inconsistent with the existing contractual obligations of the City.

SECTION 4.12. Control of Project by Operator. The parties hereto recognize and it is specifically agreed that after completion of the Project and during the term of this contract, the Operator shall have the exclusive right to the use and utilitization of the Project, for the benefit of the City; that the Operator without hindrance from the Authority or the City, or the employees or other agents of either of them, may operate, maintain, repair, enlarge, improve, extend, provide for additions to or otherwise control, manage and keep up the said Project.

Except as specified in this Article, the abandonment of the use of all or part of such Project has no effect upon the obligations of the parties.

SECTION 4.13. Force Majeure.

(a) If for any reason of "force majeure" either of the parties hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of City to make the payments required under the terms of Section 3.01 hereof, then if such party shall

give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving such notice, so far as it is affected by such "force majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, look-outs, or other industrial disturbances, acts of a public enemy, orders or actions of any kind of the Government of the United States of America or of the State of Texas or any civil or military authority, insurrections; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accident to dams, machinery, partial or entire failure of water supply and inability on the part of the Authority to deliver water hereunder or to provide sewage treatment or of the City to receive water or to deliver sewage treatment, on account of any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Authority to meet any obligation by reason for force majeure shall relieve the City from its obligations to make the payments required under the terms of Section 3.01 hereof.

(b) No damage shall be recoverable from Authority by reason of the suspension of the operation of the Project due to any of the causes above mentioned. If Operator's ability to operate the Project is affected by any of such causes, the Operator shall promptly notify the other party in writing giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.

(c) It is expressly recognized by City that the Operator may be compelled to make necessary alterations, repairs or extensions of new or additional facilities from time to time during the life of this Agreement and any suspensions of the operation of the Project due to such operation shall not be cause for claim of damage on part of the Operator provided all reasonable effort is used by the Operator to provide City with the service afforded by the Project in accordance with this Agreement. In such case, the Operator shall give

the other party as much advance notice as may be practicable of the suspension of operation and of the estimated duration thereof.

SECTION 4.14: Easements. City agrees that Authority may have such easements over any easements, right of way or property held by City so that the facilities herein anticipated and the placement thereof and of all required equipment may be appropriately provided.

SECTION 4.15: Bond Approval by the City.

(a) Prior to the issuance and delivery of any bonds which are: (i) payable as to principal, interest or redemption premium out of the debt service payments, or (ii) to provide facilities or service or any item which is to be maintained by the Authority utilizing any part of the base monthly payments, the City shall approve the issuance thereof as provided in this section.

(b) If the bonds are to be sold at a public sale, the governing body of the City shall, by resolution, approve (i) the "Notice of Sale" issued or proposed to be issued by the Authority prior to their delivery; and, (ii) the facilities to be constructed or acquired; if the bonds are refunding bonds, the governing body of the City shall, by resolution, approve either (i) the form of purchase contract or (ii) the resolution authorizing the issuance of the refunding bonds.

(c) If the bonds are to be exchanged for property or services, the governing body of the City shall, by resolution, approve (i) the resolution adopted by the governing body of the Authority which authorizes the issuance of such bonds; and, (ii) the facilities to be constructed or acquired, or the services to be provided.

SECTION 4.16: Effective Date of this Contract. (a) The parties hereto, and the Texas Water Development Board, by virtue of its approval evidenced by the signature of the Development Fund Manager appearing hereon, recognize this Contract is an amendment to and replacement of a "Water Supply Contract" dated June 1, 1980, and a "Sewer Service Contract" dated as of October 1, 1981, (the "prior contracts"). Upon the effective date of this Contract, the prior contracts and their effect shall cease to be of effect.

(b) This Contract shall be effective and be in full force and effect at such time as:

(1) The Board of Directors of the Authority has adopted a resolution authorizing the issuance of bonds to refund the outstanding bonds of the Authority described as:

(i) "Greater Texoma Municipal Utility District Revenue Bonds, Series 1981 - City of Sherman Water Supply";

(ii) "Greater Texoma Municipal Utility District Revenue Bonds, Series 1982-A - City of Sherman Sewer Service"; and

(iii) "Greater Texoma Utility Authority Revenue Bonds, Series 1983 - City of Sherman Sewer Service"

and the Attorney General of Texas has approved such refundings bonds; and

(2) The Development Fund Manager of the Texas Water Development Board has consented to the execution of this Contract, as evidenced by his signature appearing hereon.

SECTION 4.17: Severability. The parties hereto agree that if any of the provisions of this Agreement contravene or be held invalid under the laws of the State, same shall not invalidate the whole Agreement but it shall be construed as through not containing that particular provision, and the rights and obligations of the parties shall be construed and in force accordingly.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

By: _____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(Authority Seal)

CITY OF SHERMAN, TEXAS

BY: _____
Mayor, City of Sherman

ATTEST:

_____
City Clerk, City of Sherman

APPROVED AS TO LEGAL FORM:

_____
City Attorney, City of Sherman

(City Seal)

The Development Fund Manager of the Texas Water Development Board has consented to the execution of this Contract as authorized by the Texas Water Development Board on July 21, 1983.

_____
Development Fund Manager

EXHIBIT A – SUPPLEMENTAL PROJECT

City of Sherman Wastewater Project

Engineer:

J. Terry Millican
Freeman-Millican, Inc.
9500 Forest Lane, Suite 201
Dallas, TX 75243

(214) 503-0555
(214) 503-1148 (fax)

EXHIBIT A

SUPPLEMENTAL PROJECT (2009)

ENGINEER

U.S. 75 North Sewer Project

Freeman-Millican, Inc.
12225 Greenville Ave., Suite 121
Dallas, TX 75253

EXHIBIT B – SUPPLEMENTAL PROJECT (2009)

City of Sherman

EXHIBIT C – SUPPLEMENTAL PROJECT

Wastewater Project Description

Construction of the North Central relief Sanitary, Sewer and purchase and installation of ultraviolet equipment for the Sherman wastewater treatment plant.

EXHIBIT C-1 – SUPPLEMENTAL PROJECT

Project Description

The sewer system improvements project for the City of Sherman involves improvements to the biological capacity of the wastewater treatment plant, adding a third serration basin; and construction of Relief Sewer C in the south central portion of the City of Sherman.

EXHIBIT C-2 – SUPPLEMENTAL PROJECT

Project Description

The construction, acquisition and improvement of wastewater system facilities and necessary appurtenances for use by the City of Sherman, to wit: construction of the North Central Relief Sanitary Sewer and purchase and installation of ultraviolet equipment for the Sherman wastewater treatment plant.

EXHIBIT C-3 – SUPPLEMENTAL PROJECT

Project Description (2008)

Wastewater Treatment Plant Digester Rehabilitation consisting of replacement of compressors, piping, burners, ancillary equipment, and other appurtenances as necessary in sludge digesters; Major Sewer Rehabilitation - Relief Sewer K-4 Phase 1, consisting of construction of relief sewer between McGee Street and Lamberth Road; and Major Sewer Rehabilitation, consisting of sewer mains along US Highway 75 corridor to FM 691, including lift stations and other appurtenances as necessary.

EXHIBIT C-4 – SUPPLEMENTAL PROJECT

PROJECT DESCRIPTION (2009)

Major sewer rehabilitation, consisting of sewer mains along US Highway 75 North of the City of Sherman, including lift stations and other appurtenances as necessary.

EXHIBIT C-5 – SUPPLEMENTAL PROJECT

PROJECT DESCRIPTION (2009-A)

Wastewater Treatment Plant Improvements:

The improvements to the wastewater treatment plant include two digester roof projects, a primary clarifier rehabilitation and a fine screen installment, and other appurtenances as necessary.

Relief Sewers:

Relief Sewer C-1 will replace an existing sewer main that is deteriorated and has infiltration problems. Relief Sewer K-4 replaces a deteriorated sewer line that is also experiencing infiltration problems, and other appurtenances as necessary.

EXHIBIT C-6 – SUPPLEMENTAL PROJECT (2012)

Project Description

Wastewater

Modifications to the Sherman wastewater treatment plant headworks, including upgrading the variable frequency drive pumps, Phases I and II; East Side Lift Station engineering and design; biosolids engineering, design and construction; relief headworks preliminary engineering and design' and storm water storage contingency.

EXHIBIT C-7 – SUPPLEMENTAL PROJECT (2013)

Project Description

Wastewater Treatment Plant Improvements

Improvements to the wastewater treatment plant, including biosolids engineering, design and construction.

Sewers

Construction of Blalock Industrial sewer replacement, all other appurtenances as necessary, and construction of SH289 Sewer Line A and other appurtenances as necessary.

EXHIBIT C-8 – SUPPLEMENTAL PROJECT (2013-A)

WASTEWATER PROJECT DESCRIPTION

Wastewater Treatment Plant Improvements

Relief Headworks Engineering and Construction

Sewers

Construction of South Sherman Relief Sewer and other appurtenances as necessary.

EXHIBIT C-9 – SUPPLEMENTAL PROJECT (2014)

WASTEWATER PROJECT DESCRIPTION

Wastewater Treatment Plant Improvements

Upgrading the UV disinfection system to replace sensors, control elements and other equipment as necessary with more reliable components, reconstructing the head works for lift station.

Wastewater Collection System

Replacement of existing 12" and 18" sewer and new 18" sewer main.

EXHIBIT C-10 – SUPPLEMENTAL PROJECT (2015-A)

Project Description (Sewer)

The construction, acquisition, and improvement of sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the construction of improvements to the wastewater treatment plant head works life station and electrical upgrade improvements and other appurtenances as necessary

EXHIBIT C-11 – SUPPLEMENTAL PROJECT (2017A)

Project Description (Sewer)

construction, acquisition, and improvement of sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction of sewer lines, and other appurtenances as necessary

EXHIBIT C-12 – SUPPLEMENTAL PROJECT (2019)

Project Description (Sewer)

Sewer System Improvements to include construction and professional services associated with improvements to the wastewater treatment plant, including the aeration basin, biological clarifier, control building, and storm water lift station; construction and professional services associated with sewer line construction projects, including the construction of the Northwest Sewer, Sewer between Rosedale and First, and Moore Street Sewer and appurtenances and other costs as necessary for such sewer system improvements.

EXHIBIT C-13 – SUPPLEMENTAL PROJECT (2020)

Project Description (Sewer)

construction, acquisition, and improvement of wastewater system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including aeration basin upgrades, control building expansion, and rehabilitation to the biological clarifier, storm water lift station, equalization basin, primary clarifier No. 1, sludge pump station, and other appurtenances as necessary for wastewater treatment plant improvements, construction of a brine line from the water treatment plant to an existing lift station, and other appurtenances and costs to transport the water treatment plant reject water

EXHIBIT D – SUPPLEMENTAL PROJECT

Water Project Description

None

EXHIBIT D-1 – SUPPLEMENTAL PROJECT

Project Description

The water system improvements project for the City of Sherman includes a major water transmission line from US 82 to Taylor Street.

EXHIBIT D-2 – SUPPLEMENTAL PROJECT

Project Description

City of Sherman various water line replacements and relocations, various water main extensions and various water main relocations and reconstructions and other water appurtenances as needed.

EXHIBIT D-3 – SUPPLEMENTAL PROJECT

WATER PROJECT DESCRIPTION (2008)

Construction of water line(s) along U. S. 75 from approximately U. S. 82 to FM 691, to including piping and all other appurtenances necessary for the construction of the water line.

EXHIBIT D-4 – SUPPLEMENTAL PROJECT (2011)

Water Project Description

Lake Texoma Pump Station Expansion including installation of two (2) 6,000 HP pumps along with necessary electrical, SCADA, and instrumentation equipment; installation of discharge piping, pump control valves, butterfly valves, and miscellaneous appurtenances; power improvements as needed to supply power to operate the new equipment; condition assessment modifications of Section 1 of the existing 72-inch Texoma Pipeline to upgrade condition and pressure capacity of pipe

EXHIBIT D-5 – SUPPLEMENTAL PROJECT (2012)

Project Description

Water

Construction of a second water transmission line from the water treatment plant to the distribution system (Phases I and II), including engineering, right of way and construction; modifications to the Lake Texoma Raw Water Pipeline to provide for cleaning facilities to clean zebra mussels from pipeline; and flocculation basin and piping relining.

EXHIBIT D-6 – SUPPLEMENTAL PROJECT (2015)

Project Description (Water)

The construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition and design associated with the City of Sherman expansion and upgrade and expansion of the water treatment plant, disposal pipeline to the lift station located at the southwest corner of the intersection of U.S. 75 and FM 691 and other appurtenances as necessary

EXHIBIT D-7 – SUPPLEMENTAL PROJECT (2015B)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction for a water treatment plant expansion and new elevated storage tank and other appurtenances as necessary,

EXHIBIT D-8 – SUPPLEMENTAL PROJECT (2017)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction for a water treatment plant, and other appurtenances as necessary

EXHIBIT D-9 – SUPPLEMENTAL PROJECT (2017A)

Project Description (Water)

construction, acquisition, and improvement of water system facilities and necessary appurtenances for use by the City of Sherman, Texas (the "City"), including the planning, acquisition, design and construction of water lines and rehabilitation of the Gallagher elevated storage tank, and other appurtenances as necessary

EXHIBIT D-10 – SUPPLEMENTAL PROJECT (2019)

Project Description (Water)

Water System Improvements to include construction and professional services associated with improvements to the construction of the water crossing under US 75 at Choctaw, and cathodic protection improvements at the Lake Texoma Pump Station; and appurtenances and other costs as necessary for such water system improvements.

EXHIBIT D-11 – SUPPLEMENTAL PROJECT (2019A)

Project Description (Water)

Construction, acquisition and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas and the payment of all costs incident and related to the acquisition and financing thereof.

EXHIBIT D-12 – SUPPLEMENTAL PROJECT (2021)

Project Description (Sewer)

Construction, acquisition and improvement of water and sewer system facilities and necessary appurtenances for use by the City of Sherman, Texas and the payment of all costs incident and related to the acquisition and financing thereof.

EXHIBIT E – SUPPLEMENTAL PROJECT (2009)

Outstanding Debt on the System

NONE

MINUTES OF THE BOARD OF DIRECTORS' MEETING
GREATER TEXOMA UTILITY AUTHORITY

MONDAY, APRIL 18, 2022

AT THE ADMINISTRATIVE OFFICES
5100 AIRPORT DRIVE
DENISON TX 75020

Members Present:	Brad Morgan, Stanley Thomas, Ken Brawley, Matt Brown, and Donald Johnston
Members Absent:	Scott Blackerby
Staff:	Drew Satterwhite, Tasha Hamilton, Nichole Sims, and Velma Starks
General Counsel:	Mike Wynne, Wynne and Smith
Bond Counsel:	Kristen Savant, Norton Rose Fulbright
Visitors:	Tom Pruitt, P.E., City of Sherman David Howerton, Plummer Associates, Inc.

I. Call to Order

Board President Brad Morgan called the meeting to order at 12:30 p.m.

II. Pledge of Allegiance

Board President Brad Morgan led the group in the Pledge of Allegiance.

III. Consent Agenda
*Items marked with an asterisk (*) are considered routine by the Board of Directors and are enacted in one motion without discussion unless a Board Member or a Citizen request a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes of March 21, 2022, and March 31, 2022, Meetings.

V. * Consider and act upon approval of accrued liabilities for March 2022.

General Manager Drew Satterwhite reviewed the liabilities with the Board. Discussion was held. Board Member Stanley Thomas made the motion to approve the Consent Agenda as presented. Board Member Matt Brown seconded the motion. Motion passed unanimously.

VI. Citizens to be Heard.

There were no citizens requesting to address the Board.

VII. Quarterly Investment Report

This item was mistakenly left on the Board Members' packet agenda. The Board decided to table this item for the next board meeting. Board Member Donald Johnston made the motion to table the Quarterly Investment Report until the next meeting. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

VIII. Consider all matters incident and related to the issuance, sale and delivery of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project)", including the adoption of a resolution authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the Authority.

General Manager Drew Satterwhite provided background information for the Board. The City of Sherman requested assistance in obtaining funding for improvements to the City's water and wastewater system. A major part of this request is the TI expansion coming to Sherman resulting in growth and demand upon the City's water and wastewater system. Discussion was held. The Resolution is for the General Manager to operate as Pricing Officer for the sale of the Bonds on behalf of the City of Sherman. Kristen Savant, Norton Rose Fulbright, provided resolution and bond information for the Board. Board Member Donald Johnston made the motion to adopt the resolution authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the Authority. Board Member Matt Brown seconded the motion. Motion passed unanimously.

IX. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Collin Grayson Municipal Alliance Water System Improvements Project).

General Manager Drew Satterwhite provided background for the Board. The Authority along with the CGMA Cities, are planning a construction project to expand the delivery capacity of the CGMA water system. The work will focus on the pump station site and consist of the following components, 1) add a 4th pump and motor, VFDs, soft starters, 2) Add 2 additional stages to the three (3) existing pumps, 3) additional ground storage tank, 4) SCADA upgrades, 5) Backup Generator, 6) piping and pressure relief additions, 7) all associated electrical, plumbing and earthwork 8) and appurtenances. The TWDB met and approved an invitation for the Authority to apply for funding through the TWDB's State Water Implementation Fund for Texas ("SWIFT"). The Authority has 30-days from the invitation date to submit a completed application. Discussion was held. Board Member Matt Brown made a motion approving the resolution authorizing the filing of an application for assistance to the TWDB for funds to be used by the Authority for the CGMA Water System Improvements Project. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

X. Consider and act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Gainesville Water System Improvements Project).

General Manager Drew Satterwhite provided background information for the Board. The City of Gainesville requested the Authority's assistance with obtaining funding from the Texas Water Development Board for a water system improvement project. The project they are seeking funding for would consist of the replacement of a 14" water transmission main to alleviate water loss. This water main is 80+ years old and the City estimates that the line has lost 30-million gallons of water over the past 5-years. The TWDB met and approved an invitation for the Authority to apply for funding through the TWDB's State Water Implementation Fund for Texas ("SWIFT"). The Authority has 30-days from the invitation date to submit a completed application. Board Member Donald Johnston made a motion to approve the resolution authorizing the filing of the application to the TWDB for funds to be used by the Authority on behalf of the City of Gainesville for the City of Gainesville Water System Improvements Project. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XI. Consider and act upon award of contract for the Collin Grayson Municipal Alliance Bloomdale Pump Station Emergency Generator Connection Project.

General Manager Drew Satterwhite provided background information for the Board. At the November 2021 Authority Board meeting, the ESA was approved which authorized the design of the projects. The Board also authorized separating the generator quick-connect infrastructure into a separate engineering and construction project. This will allow us to build this portion of the project with cash-on-hand ahead of the bond issuance and be able to plug in our rental generator into power for any of the existing pumps. The quick-connect infrastructure portion of the improvements, Emergency Generator Connection Project, was bid on April 5, 2022. We had four (4) bidders submit proposals. Prater Electric was the lowest bidder in the amount of $135,000.00. Freeman Millican, Engineers, reviewed the bids and recommended awarding the contract to Prater Electric. Discussion was held. Board Member Donald Johnston made the motion to award the contract for the Collin Grayson Municipal Alliance Bloomdale Pump Station Emergency Generator Connection Project to Prater Electric. Board Member Matt Brown seconded the motion. Motion passed unanimously.

XII. Presentation of plaque to Anthony Richardson.

The suggestion was made to table this item since we had not been able to contact Anthony Richardson. Board Member Ken Brawley made the motion to table the presentation of the plaque to Anthony Richardson. Board Member Matt Brown seconded the motion. Motion passed unanimously

XIII. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority

a. SWIFT Update

General Manager Drew Satterwhite informed the Board that the account executive for Bank of Texas is in Dallas. We are in the process of preparation for sending out RFPs and wanting to decide if Committee wants to be involved before sending out RFPs. We are wanting to set up an in-person meeting with the account executive.

May Board meeting will be May 23.

An update was provided on the Legion Development project. The Bonding company has requested payment directly as Legion is unable to pay subcontractors.

Gunter Wastewater Plant Project still has not received mufflers that were ordered. There might be a change order in the future to remove the muffler from the project and closeout the project. Mufflers would be paid from other funds if the contractor decides to keep them.

XIV. Adjourn

Board Member Matt Brown made the motion to adjourn. Board Member Ken Brawley seconded the motion. Board President Brad Morgan declared the meeting adjourned at 1:19 p.m.

##########

Velma Starks
Recording Secretary

Secretary-Treasurer

$68,005,000 Contract Revenue Bonds, Series 2022 (City of Sherman Project)

Rank	Firm	Location	Bid Received	True Interest Cost (TIC)
1	Robert W. Baird & Co., Inc.	Red Bank, NJ	9:25:14 AM	4.034180%
2	Citigroup Global Markets Inc.	Los Angeles, CA	9:28:56 AM	4.067640%
3	Raymond James & Associates, Inc.	Memphis, TN	9:29:00 AM	4.108214%
4	HilltopSecurities	Dallas, TX	9:29:54 AM	4.276855%
5	Huntington Securities, Inc.	Chicago, IL	9:27:18 AM	4.447795%

- Bids were due on June 2, 2022 at 9:30 AM, CDST. All bids were submitted via Parity's online bidding system.
- The spread between the low bid and the high bid is approximately 0.414% (or 41.4 basis points).
- All five bidders elected to have the principal and interest payments on the Bonds insured by Assured Guaranty Mutual (giving the Bonds an insured rating of "AA"). The winning bidder elected to have the principal and interest payments insured for a premium of $211,169 based on the resized par amount.
- The Final TIC equated to 4.025471% based on the resized par amount.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6491

Extending the Corporate Limits of the Said City so as to Annex an Area of Land Consisting of Approximately 150.434 acres of Land Located South of W Lamberth Road, West of Carriage Estates Road and North of Sand Creek, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowners; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and Hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

Issue:

To consider approval of the annexation of approximately 150.434 acres of land located south of W. Lamberth Road, west of Carriage Estates Road, and north of Sand Creek, adjacent to the Sherman City Limits, and in the City's extraterritorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its May 16, 2022 meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the June 6, 2022 Regular Council Meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owners, Hickery Hill, LLC and Lamberth Hickory Hill, LLC.

Origination:

Letter requesting annexation by Hickery Hill, LLC and Lamberth Hickory Hill, LLC, property owners

Financial Consideration:

Property taxes per year after full build-out are an estimated $1.2 million.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held and that action on the Annexation Ordinance be taken at the same meeting

Alternatives:

None proposed

Attachments

Ordinance No. 6491
Request for Annexation
Authorization Letter
Exhibit A
Annexation Service Plan Agreement
Aerial Location Map

ORDINANCE NO. 6491

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF THE SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 150.434 ACRES OF LAND LOCATED SOUTH OF W LAMBERTH ROAD, WEST OF CARRIAGE ESTATES ROAD AND NORTH OF SAND CREEK, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNERS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Hickery Hill, LLC and Lamberth Hickory Hill, LLC, ("Landowners") are the owners of real property within that certain area of land consisting of 150.434 ± acres, situated in the Ralston W. Adams Survey, Abstract No. 18, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Landowners submitted an application to the City of Sherman, Texas ("Sherman"), requesting voluntary annexation of the Property into the city limits of Sherman; and

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

WHEREAS, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, prior to conducting the public hearings required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the

Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

WHEREAS, the Landowners and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law;

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

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

SECTION 2: Annexation Service Plan Agreement. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowners, a copy of which is attached hereto as Exhibit B.

SECTION 3: Property Annexed. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 150.434 ± acres, situated in the Ralston W. Adams Survey, Abstract No. 18, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, Grayson County, Texas, as more particularly described and depicted in Exhibit A.

SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

SECTION 6: Unlawful Use. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280 ("Zoning Ordinance"), as they exist or may be amended, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

SECTION 7: Penalty. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 10: Effective Date. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

SECTION 11: Public Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Petition for Voluntary Full Purpose Annexation of Tract of Land Consisting of ~36.083 Acres Located in Grayson County, Texas (the "Petition").***

Dear Mr. Rae:

Pursuant to Texas Local Government Code, as the sole owner of the tracts of land consisting of ***~36.083*** acres located in Grayson County, Texas, as depicted and described as Tracts 1 and 2 in the boundary survey, attached hereto as Exhibit "A" (the "***Property***"), the undersigned submits this Petition, subject to the approval of the proposed annexation service plan agreement and the proposed planned development regulations for the Property. The purpose of this Petition is to extend City services to the proposed planned development on the Property. This Petition shall remain irrevocable in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are approved, but in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are not approved, the undersigned, as the sole owner of the Property, shall have the right, in its sole discretion, to withdraw this Petition.

Please let me know if there is anything else you need from me at this time.

Sincerely,

LAMBERTH HICKORY HILL LLC,
a Texas limited liability company

By: _____

Name: William Plaeche

Its: Manager

5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Petition for Voluntary Full Purpose Annexation of Tract of Land Consisting of ~107.657 Acres Located in Grayson County, Texas (the "Petition").***

Dear Mr. Rae:

Pursuant to Texas Local Government Code, as the sole owner of the tract of land consisting of ~107.657 acres located in Grayson County, Texas, as depicted and described as Tract 3 in the boundary survey, attached hereto as Exhibit "A" (the "***Property***"), the undersigned submits this Petition, subject to the approval of the proposed annexation service plan agreement and the proposed planned development regulations for the Property. The purpose of this Petition is to extend City services to the proposed planned development on the Property. This Petition shall remain irrevocable in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are approved, but in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are not approved, the undersigned, as the sole owner of the Property, shall have the right, in its sole discretion, to withdraw this Petition.

Please let me know if there is anything else you need from me at this time.

Sincerely,

HICKERY HILL LLC,
a Texas limited liability company

By: _____

Name: William Plauche

Its: manager

STATE OF Texas §
§
COUNTY OF Grayson §

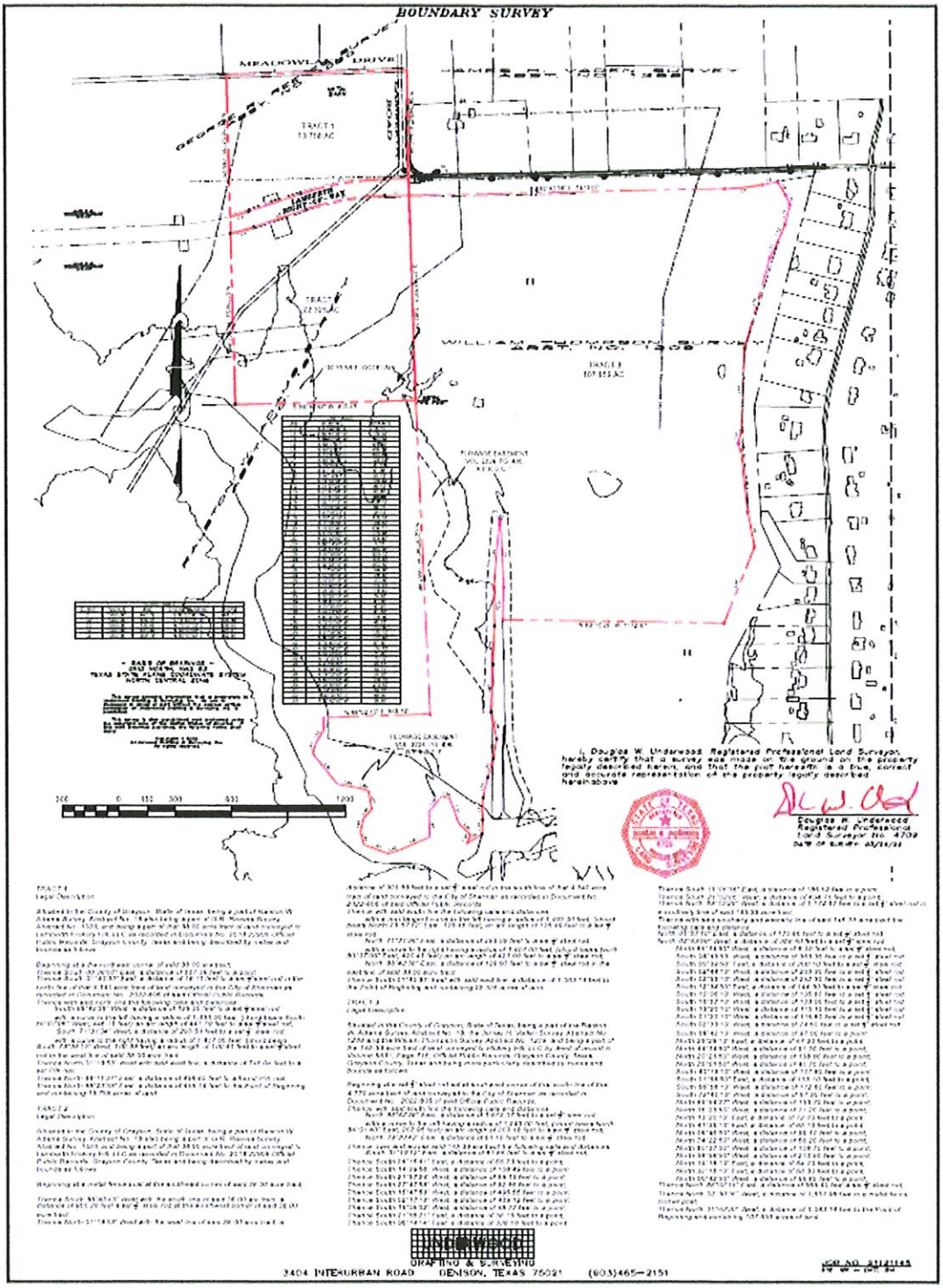
This instrument was acknowledged before me on the 5 day of May, 2022, by William Plauche, as manager of HICKERY HILL, LLC, a Texas limited liability company, on behalf said limited liability company.

SHELLY LEEANN DEATON
Notary ID #132425730
My Commission Expires
April 3, 2024
[SEAL]

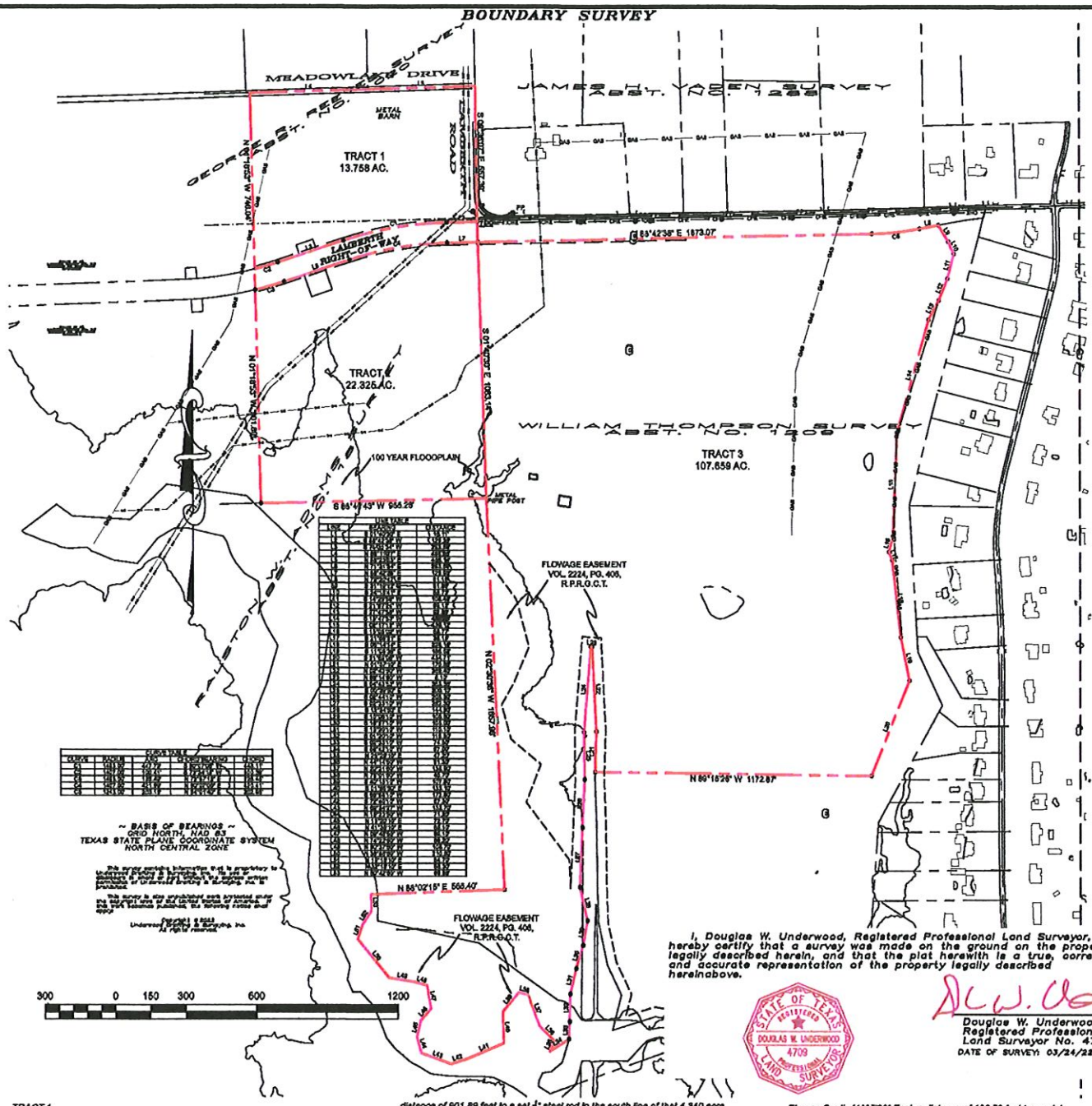
Notary Public in and for the State of Texas

My Commission expires: 4/3/2022

EXHIBIT "A"
BOUNDARY SURVEY



BOUNDARY SURVEY



I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
DATE OF SURVEY: 03/24/22

TRACT 1
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 a part of that 38.00 acre tract of land conveyed to Lamberth Hickory Hill, LLC as recorded in Document No. 2018-22908 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a the northeast corner of said 38.00 acre tract;
Thence South 00°36'07" East, a distance of 657.39 feet to a point;
Thence South 01°40'30" East, a distance of 18.11 feet to a set ½" steel rod in the north line of that 4.340 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-606 of said Official Public Records;
Thence with said north line the following calls and distances
South 88°42'38" West, a distance of 129.38 feet to a set ½" steel rod,
with a curve to the left having a radius of 1,493.00 feet, (chord bears South 80°07'08" West, 445.11 feet) an arc length of 447.79 feet to a set ½" steel rod,
South 71°31'34" West, a distance of 293.69 feet to a set ½" steel rod;
with a curve to the right having a radius of 1,407.00 feet, (chord bears South 73°34'15" West, 100.39 feet) an arc length of 100.41 feet to a set ½" steel rod in the west line of said 38.00 acre tract;
Thence North 01°18'53" West with said west line, a distance of 748.04 feet to a set P/K nail;
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 458.14 feet to the Point of Beginning and containing 13.758 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 a part of that 38.00 acre tract of land conveyed to Lamberth Hickory Hill, LLC as recorded in Document No. 2018-22908 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a metal fence post at the southeast corner of said 38.00 acre tract;

Thence South 88°40'43" West with the south line of said 38.00 acre tract, a distance of 955.28 feet a set ½" steel rod at the southwest corner of said 38.00 acre tract;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 601.89 feet to a set ½" steel rod in the south line of that 4.340 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-606 of said Official Public Records;
Thence with said south line the following calls and distances;
with a non-tangent curve to the left having a radius of 1,493.00 feet, (chord bears North 73°07'12" East, 126.48 feet) an arc length of 126.49 feet to a set ½" steel rod;
North 71°31'34" East, a distance of 293.69 feet to a set ½" steel rod,
with a curve to the right having a radius of 1,407.00 feet, (chord bears North 80°07'08" East, 420.41 feet) an arc length of 421.99 feet to a set ½" steel rod,
North 88°42'38" East, a distance of 129.93 feet to a set ½" steel rod in the east line of said 38.00 acre tract;
Thence South 01°40'30" East with said east line, a distance of 1,083.14 feet to the Point of Beginning and containing 22.325 acres of land.

TRACT 3
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. Veden 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 Hickory Hill, LLC by deed of record in Volume 5661, Page 718, Official Public Records, Grayson County, Texas, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a set ½" steel rod set at southwest corner of that south line of that 4.770 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-605 of said Official Public Records;
Thence with said south line the following calls and distances;
North 88°42'38" East, a distance of 1,873.07 feet to a set ½" steel rod,
with a curve to the left having a radius of 1,243.00 feet, (chord bears North 64°01'40" East, 202.95 feet) an arc length of 203.18 feet to a set ½" steel rod,
North 79°20'42" East, a distance of 61.16 feet to a set ½" steel rod;
Thence over and across said 145.33 acre tract the following calls and distances:
South 31°19'13" East, a distance of 91.85 feet to a set ½" steel rod,
Thence South 24°15'41" East, a distance of 55.73 feet to a point;
Thence South 14°29'58" West, a distance of 108.49 feet to a point;
Thence South 21°57'24" West, a distance of 99.13 feet to a point;
Thence South 27°47'58" West, a distance of 92.86 feet to a point;
Thence South 15°47'53" West, a distance of 495.55 feet to a point;
Thence South 02°17'13" West, a distance of 439.12 feet to a point;
Thence South 15°05'02" West, a distance of 68.77 feet to a point;
Thence South 21°59'21" East, a distance of 38.18 feet to a point;
Thence South 06°14'14" East, a distance of 328.16 feet to a point;
Thence South 11°05'36" East, a distance of 186.62 feet to a point;
Thence South 21°52'05" West, a distance of 434.71 feet to a point;
Thence North 88°15'26" West, a distance of 1,172.87 feet to a set ½" 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 distances:
North 01°57'10" East, a distance of 170.68 feet to a set ½" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set ½" steel rod
North 86°14'50" West, a distance of 8.10 feet to a set ½" steel rod,
South 04°43'53" West, a distance of 363.35 feet to a set ½" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set ½" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set ½" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set ½" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set ½" steel rod
South 10°06'10" West, a distance of 105.60 feet to a set ½" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set ½" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set ½" steel rod
South 01°20'10" West, a distance of 118.80 feet to a set ½" steel rod
South 02°33'10" West, a distance of 74.60 feet to a set ½" 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°55'50" East, a distance of 133.10 feet to a point;
South 66°58'10" West, a distance of 172.60 feet to a point;
South 72°40'10" West, a distance of 97.30 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°45'50" West, a distance of 99.10 feet to a point;
North 74°22'50" West, a distance of 66.20 feet to a point;
North 80°37'50" West, a distance of 108.70 feet to a point;
North 38°55'50" West, a distance of 210.60 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 568.40 feet a set ½" 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 1,083.14 feet to the Point of Beginning and containing 107.659 acres of land.

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 2112114B
FW WK -- DFT: BH

5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Property Owner's Authorization Letter for New Planned Development District Application, Annexation Request, and Annexation Service Plan Agreement for the Tract of Land Consisting of ~107.657 Acres Located in Grayson County, Texas (the "Property").***

Dear Mr. Rae:

Hickery Hill LLC, a Texas limited liability company (the "***Owner***"), is the sole owner of the Property. Owner submits this letter to authorize Jackson Walker L.L.P. and Linesight Real Estate LLC, a Texas limited liability company, to act as our representatives in connection with pursuing a request for a Planned Development District, Annexation Request, and Annexation Service Plan Agreement on the above-described Property, and for any other City of Sherman applications or requests in connection therewith.

Should you have any questions or concerns, please feel free to contact me at:

Address: 927 Kiowa Dr. West
Lake Kiowa, Texas
Email: wbplauchel@yahoo.com

HICKERY HILL, LLC,
a Texas limited liability company

By: _____

Name: William Plauche

Its: manager

5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Property Owner's Authorization Letter for New Planned Development District Application, Annexation Request, and Annexation Service Plan Agreement for the Tract of Land Consisting of ~36.083 Acres Located in Grayson County, Texas (the "Property").***

Dear Mr. Rae:

Lamberth Hickory Hill LLC, a Texas limited liability company (the "***Owner***"), is the sole owner of the Property. Owner submits this letter to authorize Jackson Walker L.L.P. and Linesight Real Estate LLC, a Texas limited liability company, to act as our representatives in connection with pursuing a request for a New Planned Development District Application, Annexation Request, and Annexation Service Plan Agreement on the above-described Property, and for any other City of Sherman applications or requests in connection therewith.

Should you have any questions or concerns, please feel free to contact me at:

Address: 927 Kiowa Dr W.
Lake Kiowa TX 76240

Email: Wbplauche1@yahoo.com

LAMBERTH HICKORY HILL, LLC,
a Texas limited liability company

By: _____

Name: William Plauche

Its: Manager

STATE OF Texas §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on the 5 day of May, 2022, by William Plavche, as manager of LAMBERTH HICKORY HILL, LLC, a Texas limited liability company, on behalf said limited liability company.

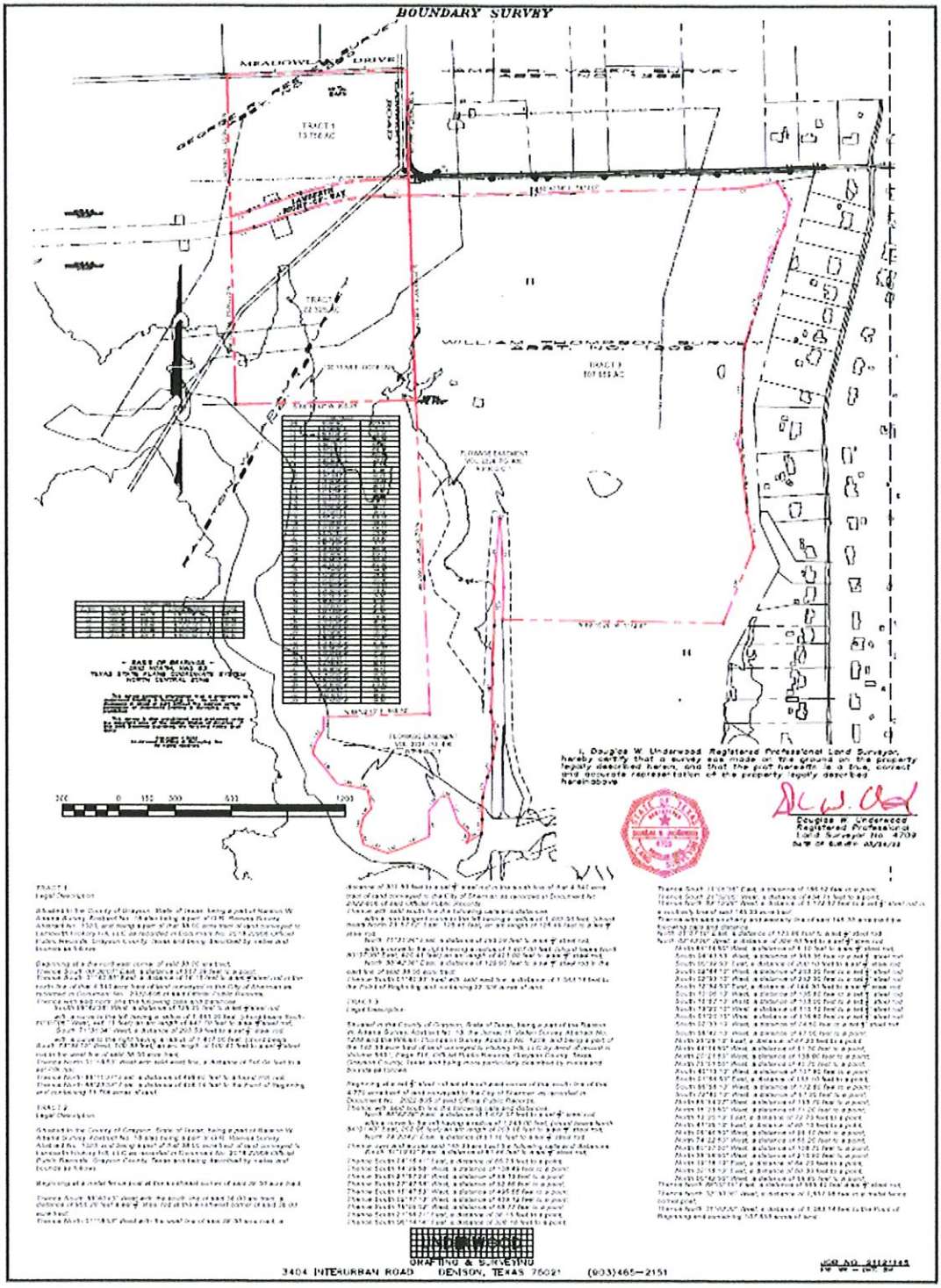
SHELLY LEEANN DEATON
Notary ID #132425730
My Commission Expires
April 3, 2024

[SEAL]

Notary Public in and for the State of Texas

My Commission expires: 4/3/2024

EXHIBIT "A"
BOUNDARY SURVEY



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.

ANNEXATION SERVICE PLAN AGREEMENT

This ANNEXATION SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman" or "City"), HICKERY HILL LLC, a Texas limited liability company ("Hickery"), LAMBERTH HICKORY HILL, LLC, a Texas limited liability company ("Lamberth", and collectively with Hickery, "Landowner"), and LINESIGHT REAL ESTATE, LLC, a Texas limited liability company ("Developer"). Sherman, Landowner, and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of those certain tracts of land consisting of 150.434 acres in the aggregate, being part of the Ralston W. Adams Survey, Abstract No. 18, the G.R. Reeves Survey, Abstract No. 1020, the James H. Vaden Survey, Abstract No. 1288, and the William Thompson Survey, Abstract No 1209, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner and Developer submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code (the "Annexation Request"); and

WHEREAS, Developer intends to acquire, construct, and develop the Property for a proposed mixed-use community, as more particularly described in the request for a planned development district known as the Hickory Hill (the "PD Request"); and

WHEREAS, Landowner and Developer acknowledge and agree that in submitting the Annexation Request, Landowner and Developer have fully investigated and are aware of the rights, duties and obligations that will apply to Landowner, Developer, and their successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner and Developer acknowledge and agree that Sherman has complied or will comply with all requirements for the consideration of Landowner's Annexation Request pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the Annexation Request; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, the parties acknowledge and agree that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the parties hereby agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of the parties.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Each Landowner represents that it is the sole owner of the Property.

3. **Agreement Conditioned on Annexation Ordinance and PD Ordinance**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and no party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner or Developer argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

   (a) Police Services.

      (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

   (b) Fire Services.

      (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon

the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the parties agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets

throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation

in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Agreement does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager

220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to them at:

Hickery Hill , LLC
Attn: William Plauche
927 Kiowa Dr W
Lake Kiowa, TX 76240
Telephone: (903) 421-2252
Email: wbplauche1@yahoo.com

Lamberth Hickory Hill , LLC
Attn: William Plauche
927 Kiowa Dr W
Lake Kiowa, TX 76240
Telephone: (903) 421-2252
Email: wbplauche1@yahoo.com

If to Developer, addressed to him at:

Linesight Real Estate LLC
Attn: Taylor Blanchard
4100 Spring Valley Rd, Suite 465
Dallas, TX 75244
Telephone: (469) 861-5845
Email: tblanchard@forlanddevelopment.com

10. **Release.** **EACH OF LANDOWNER AND DEVELOPER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION**

OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner or Developer. **EACH OF LANDOWNER AND DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its**

Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement.

18. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires:_____

Attested to by:

_____
Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

LAMBERTH HICKORY HILL, LLC,
a Texas limited liability company

By: _____
Printed Name: William Plauche
Title: manager
Date: may 13th 2022

STATE OF TEXAS §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on May 13, 2022, by William Plauche in his/her capacity as manager for **LAMBERTH HICKORY HILL, LLC**, a Texas limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 13 day of May, 2022.

_____
Notary Public, State of Texas
My Commission Expires: 4/3/2024

SHELLY LEEANN DEATON
Notary ID #132425730
My Commission Expires
April 3, 2024

LANDOWNER:

HICKERY HILL, LLC,
a Texas limited liability company

By: _____
Printed Name: William Plauche
Title: Manager
Date: May 13th 2022

STATE OF TEXAS §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on May 13, 2022, by William Plauche in his/her capacity as Manager for **HICKERY HILL, LLC**, a Texas limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 13 day of May, 2022.

_____
Notary Public, State of Texas
My Commission Expires: 4/3/2024

SHELLY LEEANN DEATON
Notary ID #132425730
My Commission Expires
April 3, 2024

DEVELOPER:

LINESIGHT REAL ESTATE LLC,
a Texas limited liability company

By: _____
Printed Name: Joaquin M. Perez
Title: Managing Partner
Date: 05/16/2022

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on 5-16., 2022, by _____ in his/her capacity as _____ for **LINESIGHT REAL ESTATE LLC**, a Texas limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16th day of May, 2022.

ROBERTO IXTZUL PEREZ JR
Notary ID #124830620
My Commission Expires
March 4, 2024

_____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
The Property

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

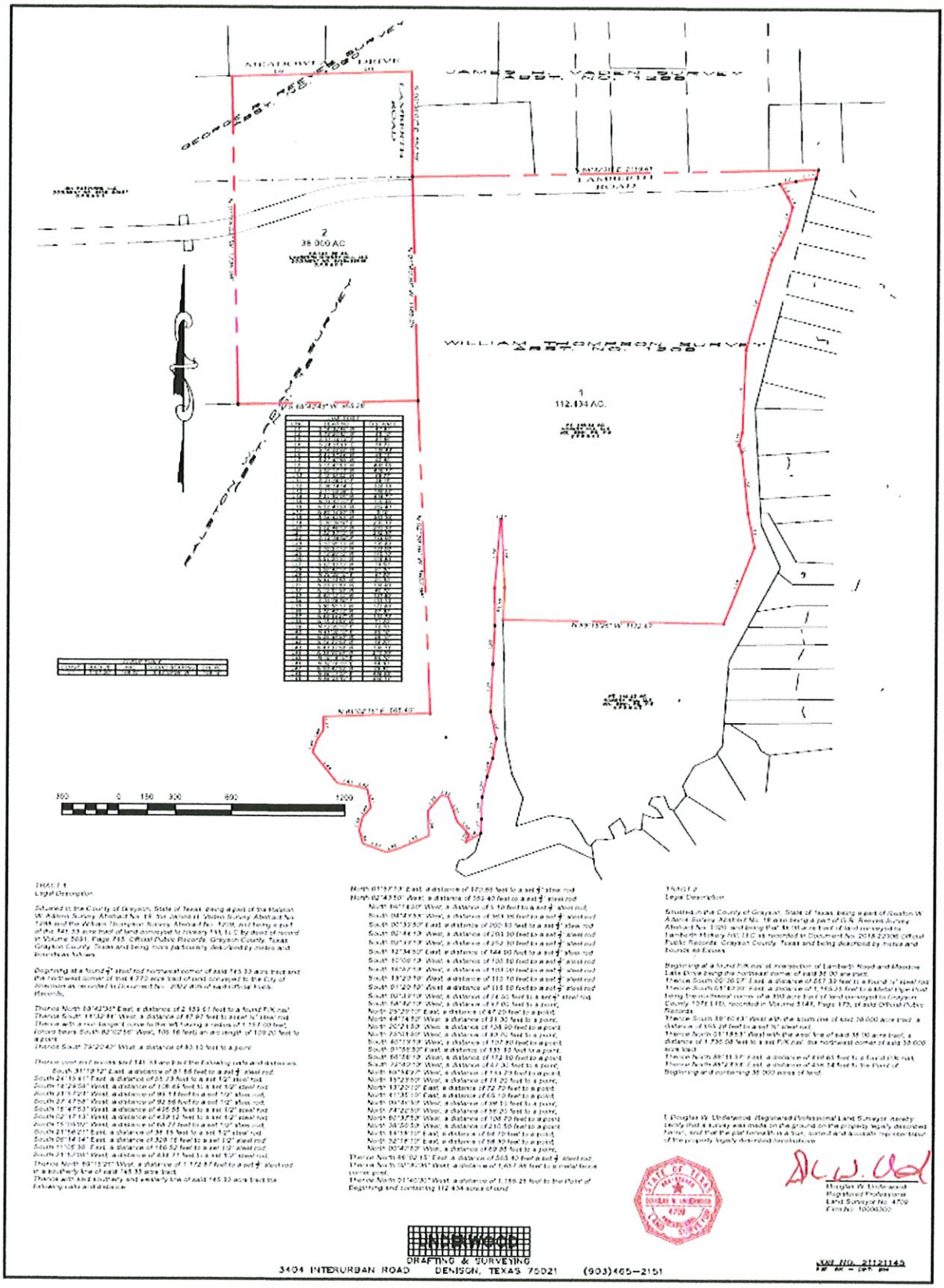
South 13°20'10" West, a distance of 110.10 feet to a set 1/2" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 74.50 feet to a set 1/2" steel rod
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance 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

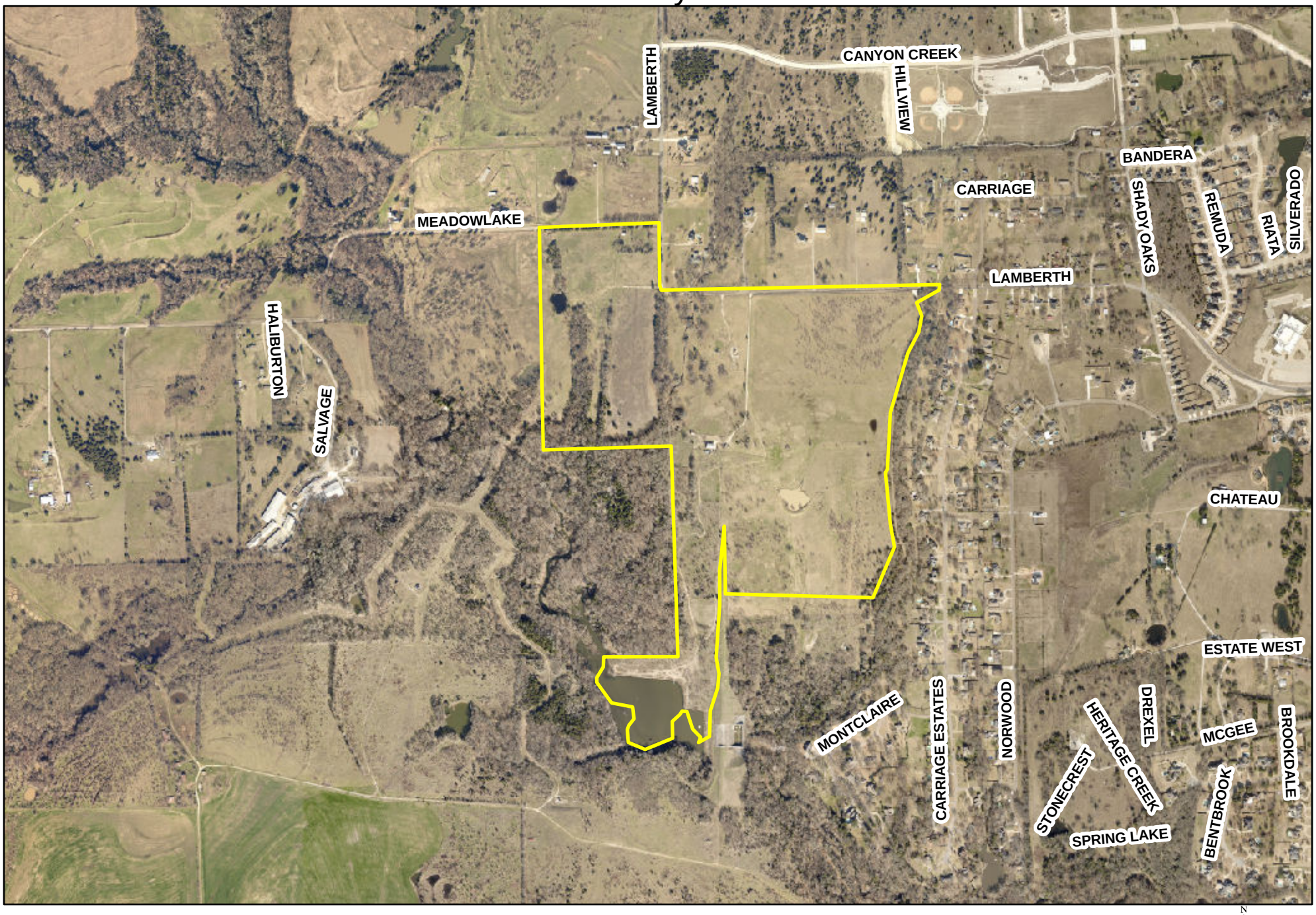
Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being that 38.00 acre tract of land conveyed to Lamberth Hickery Hill, LLC as recorded in Document No. 2018-22906 Official Public 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.


WILLIAM THOMPSON SURVEY
ABST. NO. 1208
1
112.434 AC.
2
38.909 AC
LANDRUTH ROAD
FALTHORN-VIPER PIPELINE
N89°15'29"W 1152.87'
N89°15'29"W 1152.87'
N89°15'29"W 1152.87'

Hickory Hill



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6492

Amending Section 12 and Section 6.12, Subsection (5)(A), Ordinance No. 2280, So As to Rezone Property Generally, located in the 3400-4000 Blocks West Lamberth Road, being 143.742 acres in Part of the Ralston W. Adams Survey, Abstract No. 18, Part of the G.R. Reeves Survey, Abstract No. 1020, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, as a Planned Development District Subject to this Ordinance and Ordinance No. 2280 (Lamberth Hickery Hill, LLC, Owner; Linesight Development, Developer; Underwood Drafting & Surveying, Surveyor); Providing that the Property is Rezoned and Placed in the Zoning Classification of Planned Development; Describing the Property to be Rezoned; 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 Lamberth Hickery Hill, LLC (Owner), Linesight Development (Developer) and Underwood Drafting & Surveying (Surveyor) concerning the properties located in the 3400-4000 Blocks of West Lamberth Road, being 143.742 acres in the Ralston W. Adams survey, Abstract No. 18, part of the G.R. Reeves Survey, Abstract No. 1020, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209 for a Zone change approval for the Hickory Hill Planned Development under Ordinance No. 2280, Section 6.12, Subsection (5)(A), and Section 12, from an R-A (Single-Family Agricultural) District to a PD (Planned Development) District.

Background:

The property is located in the 3400-4000 Blocks West Lamberth Road between Carriage Estates Road and Salvage Drive in Sherman's Extraterritorial Jurisdiction (ETJ). The owner is requesting a Zone Change approval from and R-A (Single-Family Agricultural) District to a PD (Planned Development) District conditioned on the property being annexed into the city limits.

The proposed Hickory Hill Planned Development is a 143.7 acre mixed-use community near the northwest quadrant of the City. The proposed Hickory Hill Planned Development (PD) includes commercial retail, multi-family residential and single-family residential with amenities, lakes, and parks that exist within the area. This PD is divided into three subdistricts: Residential subdistrict: The purpose of this subdistrict is to provide a high-quality residential community with a mix of housing types and associated amenities such as a club house, parks and swimming pool etc.; Mixed-Use subdistrict: The purpose of this subdistrict is to provide a mix of nonresidential and residential uses; and Park subdistrict:

The purpose of this subdistrict is to complement this development and the City as a whole with parks and open spaces that provide recreational and environmental benefits.

On February 21, 2022, Council approved the Developer (Linesight Development) to apply for a Planned Development District at Hickory Hill with the total acreage of the development of less than 200 acres subject to the requirements and regulations in the City of Sherman Code of Ordinances (Chapter 14, Exhibit A, Section 6.12(4)(a)).

Origination:

Lamberth Hickery Hill, LLC (Owner)
Linesight Development (Developer)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter and subject to the Annexation to the City of Sherman.

The applicant addressed all of the comments from the Halff concurrence letter following the Planning and Zoning Meeting on May 17th, 2022. The updated Development Plan is dated May 27th, 2022.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6492
Exhibit A
Exhibit B - Development Standards
Exhibit C - Zoning Exhibit
Location Map
Zoning Sign Photo
Halff Concurrence Letter
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6492

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12 AND SECTION 6.12, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO REZONE PROPERTY GENERALLY LOCATED IN THE 3400-4000 BLOCKS WEST LAMBERTH ROAD, BEING 143.742 ACRES IN PART OF THE RALSTON W. ADAMS SURVEY, ABSTRACT NO. 18, PART OF THE G.R. REEVES SURVEY, ABSTRACT NO. 1020, THE JAMES H. VADEN SURVEY, ABSTRACT NO. 1288 AND THE WILLIAM THOMPSON SURVEY, ABSTRACT NO. 1209, AS A PLANNED DEVELOPMENT DISTRICT SUBJECT TO THIS ORDINANCE AND ORDINANCE NO. 2280 (LAMBERTH HICKERY HILL, LLC, OWNER; LINESIGHT DEVELOPMENT, DEVELOPER; UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING THAT THE PROPERTY IS REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT; DESCRIBING THE PROPERTY TO BE REZONED; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located in the 3400-4000 Blocks West Lamberth Road, shall be rezoned and placed in the PD (Planned Development) District, and that Section 12 and Section 6.12, Subsection (5)(A), Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

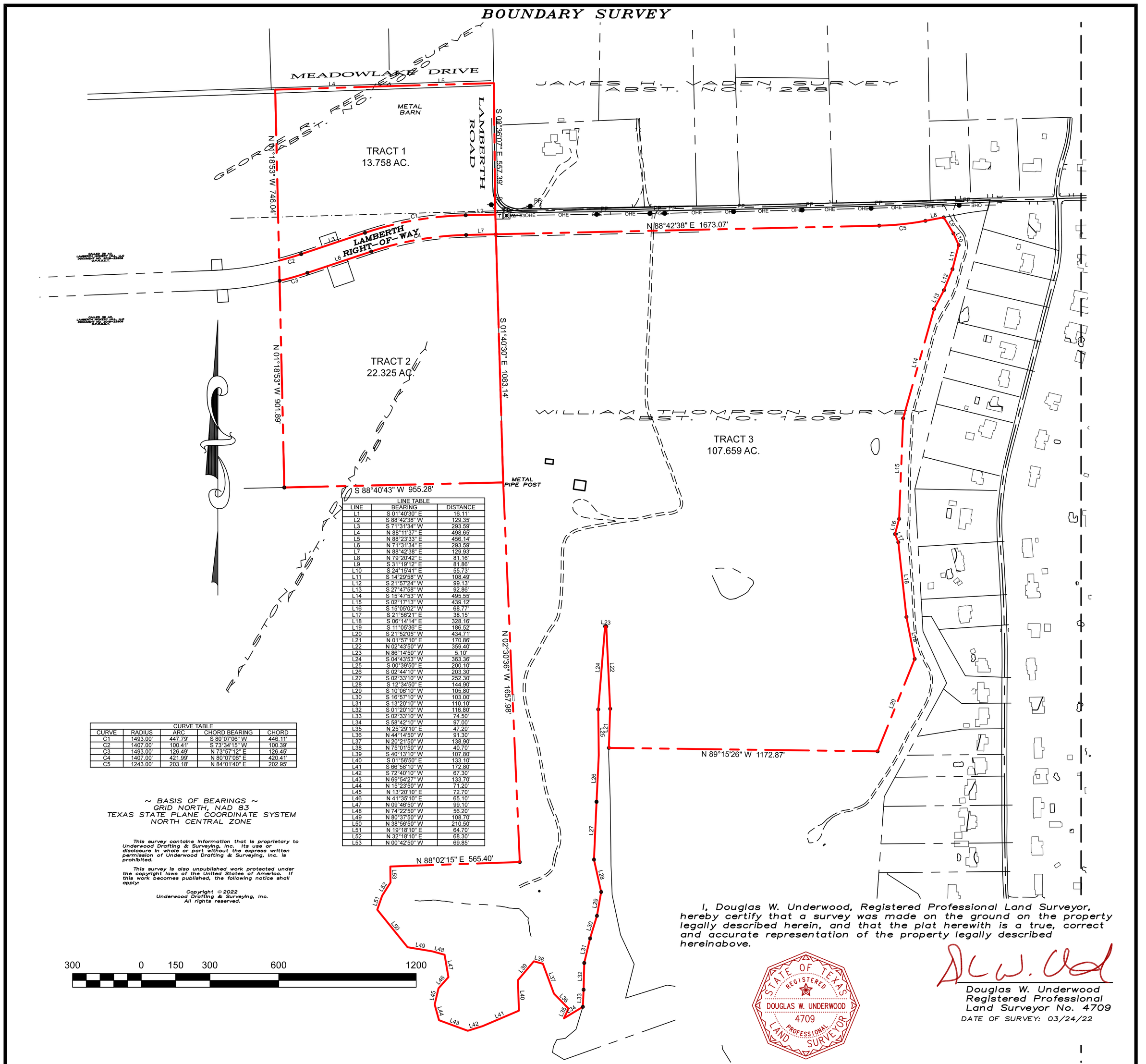
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

BOUNDARY SURVEY



CURVE TABLE				
CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	1493.00'	447.79'	S 80°07'06" W	446.11'
C2	1407.00'	100.41'	S 73°34'15" W	100.39'
C3	1493.00'	126.49'	N 73°57'12" E	126.45'
C4	1407.00'	421.99'	N 80°07'06" E	420.41'
C5	1243.00'	203.18'	N 84°01'40" E	202.95'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°40'30" E	16.11'
L2	S 88°42'38" W	129.35'
L3	S 71°31'34" W	293.59'
L4	N 88°11'37" E	498.65'
L5	N 88°23'33" E	456.14'
L6	N 71°31'34" E	293.59'
L7	N 88°42'38" E	129.93'
L8	N 79°20'42" E	81.16'
L9	S 31°19'12" E	81.86'
L10	S 24°15'41" E	55.73'
L11	S 14°29'58" W	108.49'
L12	S 21°57'24" W	99.13'
L13	S 27°47'58" W	92.86'
L14	S 15°47'53" W	495.55'
L15	S 02°17'13" W	439.12'
L16	S 15°05'02" W	68.77'
L17	S 21°56'21" E	38.15'
L18	S 06°14'14" E	328.16'
L19	S 11°05'36" E	186.52'
L20	S 21°52'05" W	434.71'
L21	N 01°57'10" E	170.86'
L22	N 02°43'50" W	359.40'
L23	N 86°14'50" W	5.10'
L24	S 04°43'53" W	363.36'
L25	S 00°39'50" E	200.10'
L26	S 02°44'10" W	203.30'
L27	S 02°33'10" W	252.30'
L28	S 12°34'50" E	144.90'
L29	S 10°06'10" W	105.80'
L30	S 16°57'10" W	103.00'
L31	S 13°20'10" W	110.10'
L32	S 01°20'10" W	116.80'
L33	S 02°33'10" W	74.50'
L34	S 58°42'10" W	97.00'
L35	N 25°29'10" E	47.20'
L36	N 44°14'50" W	91.30'
L37	N 20°21'50" W	138.90'
L38	N 75°01'50" W	40.70'
L39	S 40°13'10" W	107.80'
L40	S 01°56'50" E	133.10'
L41	S 66°58'10" W	172.80'
L42	S 72°40'10" W	67.30'
L43	N 69°54'27" W	133.70'
L44	N 15°23'50" W	71.20'
L45	N 13°20'10" E	72.70'
L46	N 41°35'10" E	65.10'
L47	N 09°46'50" W	99.10'
L48	N 74°22'50" W	56.20'
L49	N 80°37'50" W	108.70'
L50	N 38°56'50" W	210.50'
L51	N 19°18'10" E	64.70'
L52	N 32°18'10" E	68.30'
L53	N 00°42'50" W	69.85'

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

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

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All rights reserved.

300 0 150 300 600 1200

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
DATE OF SURVEY: 03/24/22

TRACT 1
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 a part of that 38.00 acre tract of land conveyed to Lamberth Hickory 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 northeast corner of said 38.00 are tract;
Thence South 00°36'07" East, a distance of 557.39 feet to a point;
Thence South 01°40'30" East, a distance of 16.11 feet to a set ½"steel rod in the north line of that 4.340 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-806 of said Official Public Records;
Thence with said north line the following calls and distances
South 88°42'38" West, a distance of 129.35 feet to a set ½"steel rod,
with a curve to the left having a radius of 1,493.00 feet, (chord bears South 80°07'06" West, 446.11 feet) an arc length of 447.79 feet to a set ½"steel rod,
South 71°31'34" West, a distance of 293.59 feet to a set ½" steel rod;
with a curve to the right having a radius of 1,407.00 feet, (chord bears South 73°34'15" West, 100.39 feet) an arc length of 100.41 feet to a set ½"steel rod in the west line of said 38.00 acre tract;
Thence North 01°18'53" West with said west line, a distance of 746.04 feet to a set P/K nail;
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 13.758 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 a part of that 38.00 acre tract of land conveyed to Lamberth Hickory 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 metal fence post at the southeast corner of said 38.00 acre tract;

Thence South 88°40'43" West with the south line of said 38.00 are tract, a distance of 955.28 feet a set ½" steel rod at the southwest corner of said 38.00 acre tract;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 901.89 feet to a set ½" steel rod in the south line of that 4.340 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-806 of said Official Public Records;
Thence with said south line the following calls and distances;
with a non-tangent curve to the left having a radius of 1,493.00 feet, (chord bears North 73°57'12" East, 126.45 feet) an arc length of 126.49 feet to a set ½" steel rod,
North 71°31'34" East, a distance of 293.59 feet to a set ½" steel rod,
with a curve to the right having a radius of 1,407.00 feet, (chord bears North 80°07'06" East, 420.41 feet) an arc length of 421.99 feet to a set ½" steel rod,
North 88°42'38" East, a distance of 129.93 feet to a set ½" steel rod in the east line of said 38.00 acre tract;
Thence South 01°40'30" East with said east line, a distance of 1,083.14 feet to the Point of Beginning and containing 22.325 acres of land.

TRACT 3
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 set ½" steel rod set at southwest corner of that south line 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 with said south line the following calls and distances;
North 88°42'38" East, a distance of 1,673.07 feet to a set ½" steel rod,
with a curve to the left having a radius of 1,243.00 feet, (chord bears North 84°01'40" East, 202.95 feet) an arc length of 203.18 feet to a set ½" steel rod,
North 79°20'42" East, a distance of 81.16 feet to a set ½" steel rod;
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 ½" steel rod,
Thence South 24°15'41" East, a distance of 55.73 feet to a point;
Thence South 14°29'58" West, a distance of 108.49 feet to a point;
Thence South 21°57'24" West, a distance of 99.13 feet to a point;
Thence South 27°47'58" West, a distance of 92.86 feet to a point;
Thence South 15°47'53" West, a distance of 495.55 feet to a point;
Thence South 02°17'13" West, a distance of 439.12 feet to a point;
Thence South 15°05'02" West, a distance of 68.77 feet to a point;
Thence South 21°56'21" East, a distance of 38.15 feet to a point;
Thence South 06°14'14" East, a distance of 328.16 feet to a point;
Thence South 11°05'36" East, a distance of 186.52 feet to a point;
Thence South 21°52'05" West, a distance of 434.71 feet to a point;
Thence North 89°15'26" West, a distance of 1,172.87 feet to a set ½" 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 ½" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set ½" steel rod
North 86°14'50" West, a distance of 5.10 feet to a set ½" steel rod,
South 04°43'53" West, a distance of 363.36 feet to a set ½" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set ½" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set ½" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set ½" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set ½" steel rod
South 10°06'10" West, a distance of 105.80 feet to a set ½" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set ½" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set ½" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set ½" steel rod
South 02°33'10" West, a distance of 74.50 feet to a set ½" 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 ½" 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 1,083.14 feet to the Point of Beginning and containing 107.659 acres of land.

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 21121145
FW: WK – DFT: BH

EXHIBIT B - DEVELOPMENT STANDARDS

HICKORY HILL

Planned Development

City of Sherman, TX

Prepared For:

Sherman
CLASSIC TOWN. BROAD HORIZON.

Prepared By:

LINESIGHT

Development Plan
May 27, 2022

Table of Contents

I. Introduction

II. Site and Building Standards

III. Architectural Standards

IV. Landscaping Standards

V. Parks and Open Space Standards

VI. Exhibit A - Conceptual Plan Map

VII. Exhibit B - Transportation Master Plan Map

VIII. Exhibit C - Parks & Open Space Map

I. Introduction

A. Purpose and Intent

The purpose and intent of the Hickory Hill PD is to achieve a quality, cohesive, well-connected community that allows a diverse group of residents the opportunity to enjoy a healthy lifestyle by experiencing the amenities, lakes, and parks that exist within the area. More specifically, the development objectives of Hickory Hill are:

1) Deliver a quality community that provides a mix of housing options, allowing existing and future residents of Sherman to live well in the City while increasing the City's ad-valorem tax base.
2) Center the community around health and wellness by providing plentiful open space and connecting the residents to existing amenities, lakes, and parks via trails.
3) Offer the City the opportunity to construct the infrastructure required to continue the growth of this part of the City into a vibrant area.

B. Community Location and Size

Hickory Hill is a 143.7 acre property located in the northwest quadrant of the City at the intersection of Lamberth Rd and Friendship Rd, between Heritage Pkwy (FM 1417) and Preston Rd (Hwy 289), just south of Hwy 82.

C. Definitions

1) **Home occupations:** Any occupation that is customarily carried on at home that does not involve a structural change in the dwelling unit, that does not require the employment of help other than members of the immediate family, provided, however that the following uses shall not be permitted as home occupations: Any office in which services are rendered, or in which chattels or goods, wares or merchandise are commercially created, exchanged or sold; barber or beauty shops, beauty culture schools; commercial stables or kennels; doctor's office for the treatment of patients; and/or the display of goods.
2) **Single family dwelling, condo:** Three or more single family detached or attached dwellings on a single platted lot.
3) **Mother-in-law unit:** A dwelling unit consisting of a sleeping quarter, living quarter, kitchen, and bathroom intended for the use of an in-law or relative. This unit can be either connected to the main house or built as a detached unit on the same lot as a that's occupied by other family members.

D. Interpretations

If there is a conflict between the text in this PD ordinance and the City of Sherman's Code of Ordinances or in the charts or any other graphic exhibit attached with this PD ordinance, the text in this PD controls.

E. Subdistricts Created.

This PD is divided into three subdistricts as shown in Exhibit A. These subdistricts are as follows:

1) **Residential Subdistrict:** The purpose of this subdistrict is to provide a high-quality residential community with a mix of housing types. Single family condo development or multifamily development will include associated amenities such as a club house, parks and swimming pool etc. For requirements not addressed in this ordinance, requirements for base zoning district R-1 will apply to single family uses and requirements of base zoning district R-2 will apply to single family condo or multifamily uses in this subdistrict. In the event of a conflict between the requirements of base zoning district and the requirements of this PD, the requirements of this PD will apply. Maximum 300 single family condo units or a maximum 300 multi family dwelling units in lieu of single family condo units shall be allowed in this subdistrict.
2) **Mixed-Use Subdistrict:** The purpose of this subdistrict is to provide a mix of nonresidential and residential uses. For requirements not addressed in this ordinance, requirements for base zoning district R-2 will apply for residential uses and requirements for base zoning district C-1 will apply for non-residential uses in this subdistrict. In the event of a conflict between the requirements of R-2 District or C-1 District and the requirements of this PD, the requirements of this PD will apply. Minimum 3 acres non-residential uses shall be located in this subdistrict.
3) **Park Subdistrict:** The purpose of this subdistrict is to complement this development and the City as a whole with parks and open spaces that provide both recreational and environmental benefits. For requirements not addressed in this ordinance, requirements for base zoning district C-1 will apply in this subdistrict. In the event of a conflict between the requirements of C-1 District and the requirements of this PD, the requirements of this PD will apply. Non-residential uses in this subdistrict will be allowed on maximum 2 acres, not including amenities such as parking lot, concessions etc. that are accessory to park use.

II. Site and Building Standards

A. Permitted Uses

Table 1. below shows permitted uses in the subdistricts of this PD. These are either permitted By Right = X or by Specific Use Permit (SUP) = S

Table 1. Permitted Uses

Uses	PD Subdistricts			Parking
	Residential	Mixed Use	Park	
Accessory building: garage or carport, domestic storage	X	X		None
Art, supply store, antiques, gallery or museum		X		1/400 sq. ft.
Assisted living facility	X	X	X	1/ 4 beds
Automobile accessory and supply store		X		1/400 sq. ft.
Automobile service station (accessory use only)		X		None
Automobile parking lot or structured parking	S	X	X	None
Bakery, retail		X		1/400 sq. ft.
Bank, Company and Credit Unions		X		1/400 sq. ft.
Barbershop or beauty parlor		X		1/400 sq. ft.
Bed and Breakfast	X	X		1/ 1.5 room
Camera or photographic supplies store		X		1/400 sq. ft.
Candy, nut, confectionery store		X		1/400 sq. ft.
Car Wash		X		None
Caterer		X		1/400 sq. ft.
Childcare facility	S	X		1/500 sq. ft.
Christmas trees and wreaths		X	X	1/800 sq. ft.
Church/ House of Worship		X		1/ 4 seats
Civic Center		X		1/400 sq. ft.
Clinic or office, medical		X		1/400 sq. ft.
Clothing retailer including formal wear and costumes		X		1/400 sq. ft.
Coffee shop		X		1/400 sq. ft.
Commercial Amusement, inside		X		1/200 sq. ft.
Commercial Amusement, outside			X	1/400 sq. ft. site area
Community garden	X	X	X	4

EXHIBIT B - DEVELOPMENT STANDARDS

Uses	PD Subdistrict			Parking
	Residential	Mixed Use	Park	
Convenience store	X	X		4
Drugstores		X		1/ 400 sq. ft.
Dwelling, Mother-in-law unit, detached	X	X		none
Dwelling, Multi-family	X	X		See Table 2
Dwelling, Single-family attached (Townhomes)	X	X		See Table 2
Dwelling, Single-family condo	X	X		See Table 2
Dwelling, Single-family detached	X	X		See Table 2
Dwelling, Two-family (Duplex)	X	X		See Table 2
Dry cleaning pickup station		X		1
Eating place (restaurant, no drive thru)		X		1/4 seats
Eating place (restaurant with drive thru)		S		2/4 seats
Educational facility		X		3.5/ classroom
Field crops, horticulture, nursery, truck gardening, but not including retail sales on the premises.	X	X	X	None
Food truck park (outside service only)		X		1/100 (min 6 spaces)
Food or grocery store, retail (max. 5,000 sq. ft.)		X		1/400 sq. ft.
Farmers Market		X		1/ 500 sq. ft. site area
Gas Station		X		none
Gift, novelty shop		X		1/400 sq. ft.
Health Club or Studio		X		1/400 sq. ft.
Home Occupation	X	X		none
Independent living facility	X	X		0.35/ bed
Jewelry store		X		1/400 sq. ft.
Laboratory, medical or dental		X		1/600 sq. ft.
Laundry, pickup station or self-service		X		1/400 sq. ft.
Locksmith or key shop		X		1/400 sq. ft.
Microbrewery		X		1/600 sq. ft.
Music store		X		1/600 sq. ft.
Newspaper distribution station		X		none

Uses	PD Subdistrict			Parking
	Residential	Mixed Use	Park	
Nursing home	S	X		1/ 4 beds
Office (professional service)		X		1/ 300 sq. ft.
Optical goods, optician, optometrist		X		1/ 400 sq. ft.
Park, Neighborhood	X	X	X	none
Park, Regional			X	1/10,000 sq. ft. of use area
Pet Boarding and grooming (dogs and cats only)		X	X	1/ 400 sq. ft.
Pet shop		X	X	1/ 400 sq. ft.
Photographic, studio or store and photo processing		X		1/ 400 sq. ft.
Plumbing fixture sales, retail		X		1/ 600 sq. ft.
Portable offices and construction buildings which shall be removed upon completion or abandonment of construction work.	X	X		1
Post office		X		1/600 sq. ft.
Railroad rights-of-way but not including shops and yards	S	S	S	None
Shoe repair shop or store		X		1/ 400 sq. ft.
Spa and wellness facility (personal service)		X		1/ 400 sq. ft.
Sporting goods store		X		1/ 400 sq. ft.
Stationery store		X		1/ 400 sq. ft.
Swimming pool, private	X	X		None
Swimming pool, public		X	X	1/ 600 sq. ft.
Tailor shop seamstress, altering and repairing of wearing apparel		X		1/ 400 sq. ft.
Tiny House, accessory use only	X	X	X	None
Toy stores		X		1/ 400 sq. ft.
Transit stops	S	X	X	None
Veterinarian, indoor soundproof kennels only		X	X	4

B. Prohibited Uses

Any use not mentioned in Table 1. shall be prohibited in this PD. More specifically check cashing businesses, payday advance/loan businesses, car or motor vehicle title loan businesses, or credit access business as defined by applicable provisions of Texas Finance Code, gas wells, industrial or manufacturing uses, marijuana/CBD businesses, unscreened outside storage, sexually oriented business, tattoo parlors, vape businesses, vehicle related sales or repair shall be prohibited in this PD.

C. Development Standards

The Table 2 below shows the development standards that apply in this PD by the use type regardless of the subdistrict in which the site and building are located. For requirements not shown in this Table 2. development standards of R-2 zoning district will apply to residential uses and requirements of C-1 zoning district will apply to non-residential uses. In the event of a conflict between the requirements of R-2 or C-1 zoning district and this Table 2. Development Standards, the requirements of this Table 2. Development Standards will apply.

Table 2. Development Standards

	Residential Buildings				Non-Residential Buildings
	SF, detached	SF, attached – townhouse/duplex	SF, condo	Multifamily	
DEVELOPMENT INTENSITY AND NEIGHBORHOOD COMPATIBILITY					
Minimum Lot Size	5,500 sf	2,250 sq ft	20,000 sq ft	12,000 sq ft	5,000 sq ft
Number of Units/ non-residential area	N/A	N/A	Max. 300 in Residential Subdistrict	Max. 300 in Residential Subdistrict in lieu of SF, condo	Min. 3 -acre in Mixed Use Subdistrict
Maximum Density	5.5 DU/acre	12 DU/acre	12 DU/acre	35 DU/acre	N/A
MINIMUM BUILDING SETBACKS					
Friendship Road	25 ft	25 ft	25 ft	25 ft	25 ft
Lamberth Road	25 ft	25 ft	25 ft	25 ft	25 ft
Front Yard, primary façade/porches or similar encroachments	20 ft/10 ft	20 ft/10 ft	20 ft/10 ft	15 ft/10 ft	25 ft/10 ft
Side Yard, internal/facing the street	5 ft/15 ft	5 ft/15 ft	5 ft/15 ft	5 ft/15 ft	0 ft/15 ft
Rear Yard	15 ft	15 ft	15 ft	10 ft	15 ft
Setback for garage door, street/alley	20 ft/0 ft	20 ft/0 ft	10 ft/0 ft	0 ft	N/A
Adjacent to SF detached	5 ft	5 ft	15 ft	15 ft	15 ft
Setback Between Residential Buildings within the lot (measured in accordance with the International Fire Code/International Residential Code)	6 ft	0 ft	0 ft for SF attached/TH; 6 ft for SF detached/ duplex	15 ft	N/A
Setback for Surface Parking Spaces	0 ft	0 ft	5 ft	0 ft	N/A
BUILDING HEIGHT AND FORM					
Maximum stories	2	2	2	4	3
Maximum Residential Building Height	35 ft	45 ft	30 ft	65 ft	45 ft
Maximum Common Area Building Height	35 ft	35 ft	35 ft	35 ft	N/A
PARKING					
One bedroom	1.5	1.5	1.5	1.5	N/A
Two bedroom	2	2	2	2	N/A
Three or more bedroom	2	2	2.25	2.25	N/A
Minimum Head in Parking Space	9 ft x 18 ft	9 ft x 18 ft	9 ft x 18 ft	9 ft x 18 ft	9 ft x 18 ft
Minimum Parallel Parking Space	N/A	N/A	8 ft x 20 ft.	8 ft x 20 ft.	8 ft x 20 ft.

	Residential Buildings				Non-Residential Buildings
	SF, detached/ duplex	SF, attached/ townhouse	SF, condo	Multifamily	
LOT COVERAGE AND SITE LANDSCAPING					
Minimum Site Landscaping	10% of front yard	5% of Front yard if available	35% of the lot size	20% of the lot size	20% of the lot size
Maximum Lot Coverage	65%	65%	50%	80%	80%
SITE ACCESS AND DRIVEWAYS: PRIVATE STREET WIDTHS					
Minimum Access Two Way Drive*	20 ft	20 ft	20 ft	20 ft	20 ft
Minimum Access One Way Drive and Alley	12 ft	12 ft	12 ft	12 ft	12 ft

***Fire Lanes to be constructed to City adopted Fire Code or as approved through Site Plan.**

D. General Provisions

1) **Floodplain.** Any floodplain included within the limits of the tract(s) shall be designated as a no-build easement on the final plat, except passive amenities can be placed within the floodplain, such as passive parks, open space, and dog parks. This area shall be included as a part of the open space and landscape. Native, low maintenance landscape treatment supporting passive uses that promote outdoor wellness activities are encouraged for this area.
2) **Minor Amendments.** The Director of Development Services may approve a maximum of 10% change to any development standard in Table 2, except the Director may approve only up to a 5-foot reduction in a building setback and up to a 5-foot height increase to any structure, subject to the applicant demonstrating unique conditions.

III. Architectural Standards

A. Single Family, Detached Buildings

1.) **Exterior Façade Building Materials:** All homes shall have exterior walls of at least seventy-five (75) percent masonry of the total building exclusive of doors, windows, window boxes, second-story walls not in the same vertical plane as the first story, and areas above the top plate line, dormers, gables, and roofs. Masonry is defined to include brick, stone, stucco, cast stone, or cementitious siding. Other building materials shall be required to obtain a special exception. Secondary building materials are permitted be a maximum twenty-five (25) percent and consist of pre-cast masonry, gypsum reinforced fiber concrete, metal or honed, colored or split-faced CMU block.
2.) **Building Roofs:** Limited lifetime warranty dimensional asphalt shingles; tile, clay or concrete; slate; metal.
3.) **Roof Pitch:** The minimum roof pitch shall be 6:12 or greater except covered porches, dormers, etc. to be 4:12 min.

B. Single Family, Condo Buildings

1.) **Exterior Façade Building Material:** A combination of masonry and non-masonry building materials are required for the front facades of the dwelling units. Masonry is defined in the proposed ordinance to include brick, stone, stucco, pre-cast concrete panels, cast stone, cementitious siding rock, marble, and granite. In aggregate, at least 25% of the front facades (exclusive of windows and doors) of the building surfaces of the dwelling units within the development shall contain masonry cladding as defined. Roofing materials for the dwelling units may consist of any of the following

materials, asphalt roof shingles, 3-Tab, architectural metal (standing seam, metal shakes/shingles) and tile.

2.) **Roof Pitch:** The minimum roof pitch shall be 5:12 for all residential structures.

C. Townhomes/ Single Family, Attached Buildings

1.) **Exterior Façade Building Materials:** All townhomes shall have exterior walls of at least seventy-five (75) percent masonry of the total building exclusive of doors, windows, window boxes, second-story walls not in the same vertical plane as the first story, and areas above the top plate line, dormers, gables, and roofs. Masonry is defined to include brick, stone, stucco, cast stone, or cementitious siding. Other building materials shall be required to obtain a special exception at Site Plan approval. Maximum of twenty-five (25) percent secondary building materials are permitted be a and consist of pre-cast masonry, gypsum reinforced fiber concrete, metal or honed, colored or split-faced CMU block**.**

2.) **Building Roof Materials:** Limited lifetime warranty dimensional asphalt shingles; tile, clay or concrete; slate; metal.

3.) **Roof Pitch:** The minimum roof pitch shall be symmetrically pitched 6:12 or greater.

D. Multifamily Buildings

1.) **Exterior Façade Building Materials:** The primary building materials (75% minimum of façade) are permitted to be a mix of brick, stone, stucco, cast stone, or cementitious siding. Other building materials shall be required to obtain a special exception at Site Plan approval. The secondary building materials (25% maximum of façade) are permitted be pre-cast masonry, gypsum reinforced fiber concrete, metal or honed, colored or split-faced CMU block.

2.) **Building Roof Materials:** Architectural asphalt shingles; tile, clay or concrete; slate; metal; TPO membrane or approved equal.

IV.Landscape Requirements

A. Single Family, Detached Use

1.) **Landscaping:** The landscaping requirements applicable in the R-2 Base Zoning District, except as amended in this ordinance shall apply. Minimum one (1) tree of at least three (3) caliper inches in diameter shall be planted in the front yard.

2.) **Perimeter Fences/Screening:** Privacy fences shall consist of the following materials: wood, masonry, or wrought iron/ steel fence finished in black. No fence or perimeter enclosure wall shall exceed eight (8) feet in height.

B. Single Family, Condo Use

1.) **Landscaping:** The landscaping requirements applicable in the R-2 Base Zoning District, except as amended in this ordinance shall apply. The minimum landscaped area of 35% for shall include private backyards, open spaces, landscape buffers, walking trails, detention pond area, and amenity locations. There will be a minimum of one (1) 2.25" caliper tree per two dwelling units distributed throughout the single family, condo development.

2.) **Mailboxes:** Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the applicant.

3.) **Signage:** Each entry to the community will include a minimum of one illuminated (1) entry statement. These will serve as permanent community identification signs. Final design and location of any entry feature shall be reviewed and approved with the Site Plan.

4.) **Perimeter Fences/Screening:** Perimeter fencing along the boundary of the property when adjacent to residential homes shall consist of wood privacy fencing at a minimum of 6' in height. All pickets shall be placed on the "public side" facing the neighboring property. In the event dwelling units are facing or parallel to the adjacent Right-of-Way fencing is not required.

C. Townhomes/ Single Family, Attached and Multifamily Uses

1.) **Landscaping:** The landscaping requirements applicable in the R-2 Base Zoning District shall apply.

2.) **Signage:** Final design and location of any entry feature shall be reviewed and approved with the Site Plan.

3.) **Mailboxes:** Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the applicant.

4.) **Perimeter Fences/Screening:** The fence and screening devices applicable to the R-2 Base Zoning District shall apply.

D. Non-Residential Uses

1.) **Landscaping:** The landscaping requirements applicable in the C-1 Base Zoning District shall apply.

2.) **Signage:** Final design and location of any entry feature shall be reviewed and approved with the Site Plan.

3.) **Mailboxes:** Cluster box units will be provided for mail delivery as required by the United States Postal Service. Cluster box units will be located within the centralized parks/open space areas or at a location otherwise designated by the applicant.

4.) **Perimeter Fences/Screening:** The fence and screening devices applicable to the C-1 Base Zoning District shall apply.

V. Parks and Open Space Standards

A. Residential Subdistrict

1.) **Parks:** A pocket park (1 acre minimum, 2.5 acre maximum) will be provided within a single family, detached development. Park will contain playground and other amenities such as park benches, etc.

2.) **Open Space and Pedestrian Trails:** Open space and pedestrian trails will connect the pocket park to the larger Park District as depicted on the Parks and Open Space Plan Map. Pedestrian Trails shall

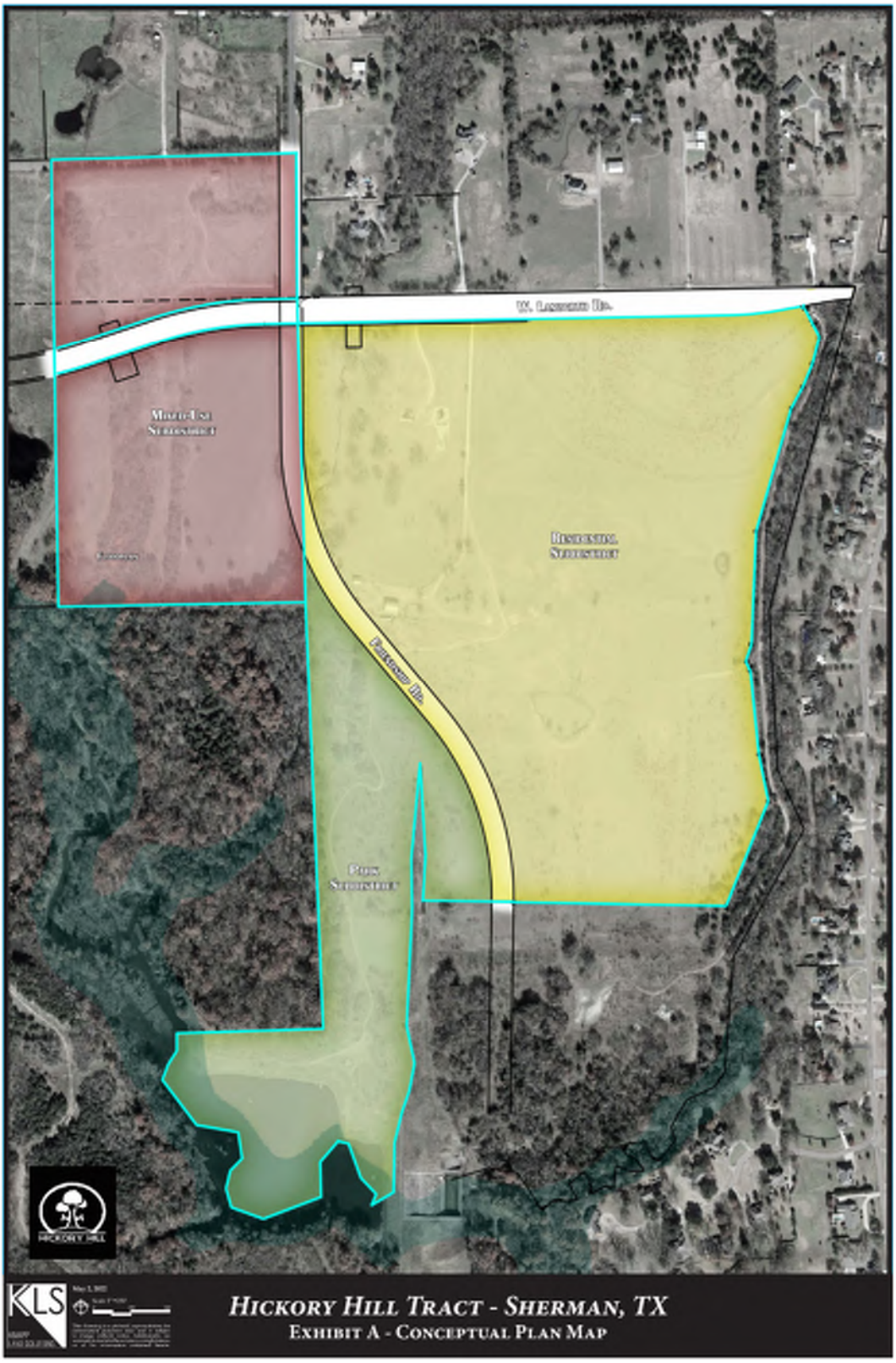
be minimum 8 ft wide and are permitted to be reinforced concrete, decomposed granite, or other material suitable for trails as approved through the Site Plan process.

B. Park Subdistrict

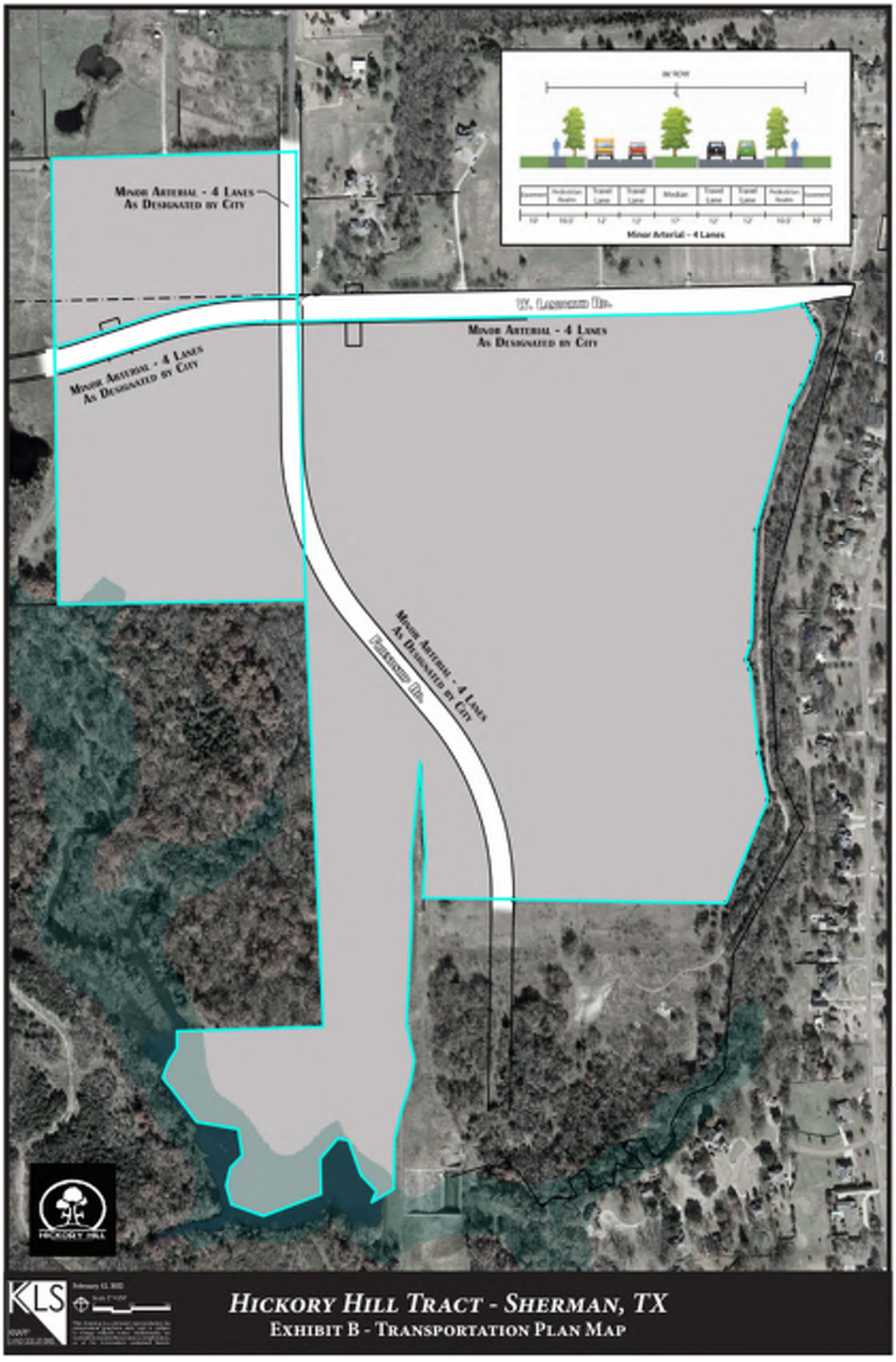
1.) **Community Pond:** The existing pond will be dedicated to the City as a public park. Final design for the community pond/open space, and its associated elements and structures, shall be approved as part of the Site Plan process.

2.) **Open Space and Pedestrian Trails:** Open space and pedestrian trails will connect the pocket park to the larger Park District as depicted on the Parks and Open Space Plan Map. Pedestrian Trails shall be minimum 8 ft wide and are permitted to be reinforced concrete, decomposed granite, or other material suitable for trails as approved through the Site Plan process.

VI. Exhibit A – Conceptual Plan Map



VII. Exhibit B – Transportation Master Plan Map



VIII. Exhibit C – Parks and Open Space Map

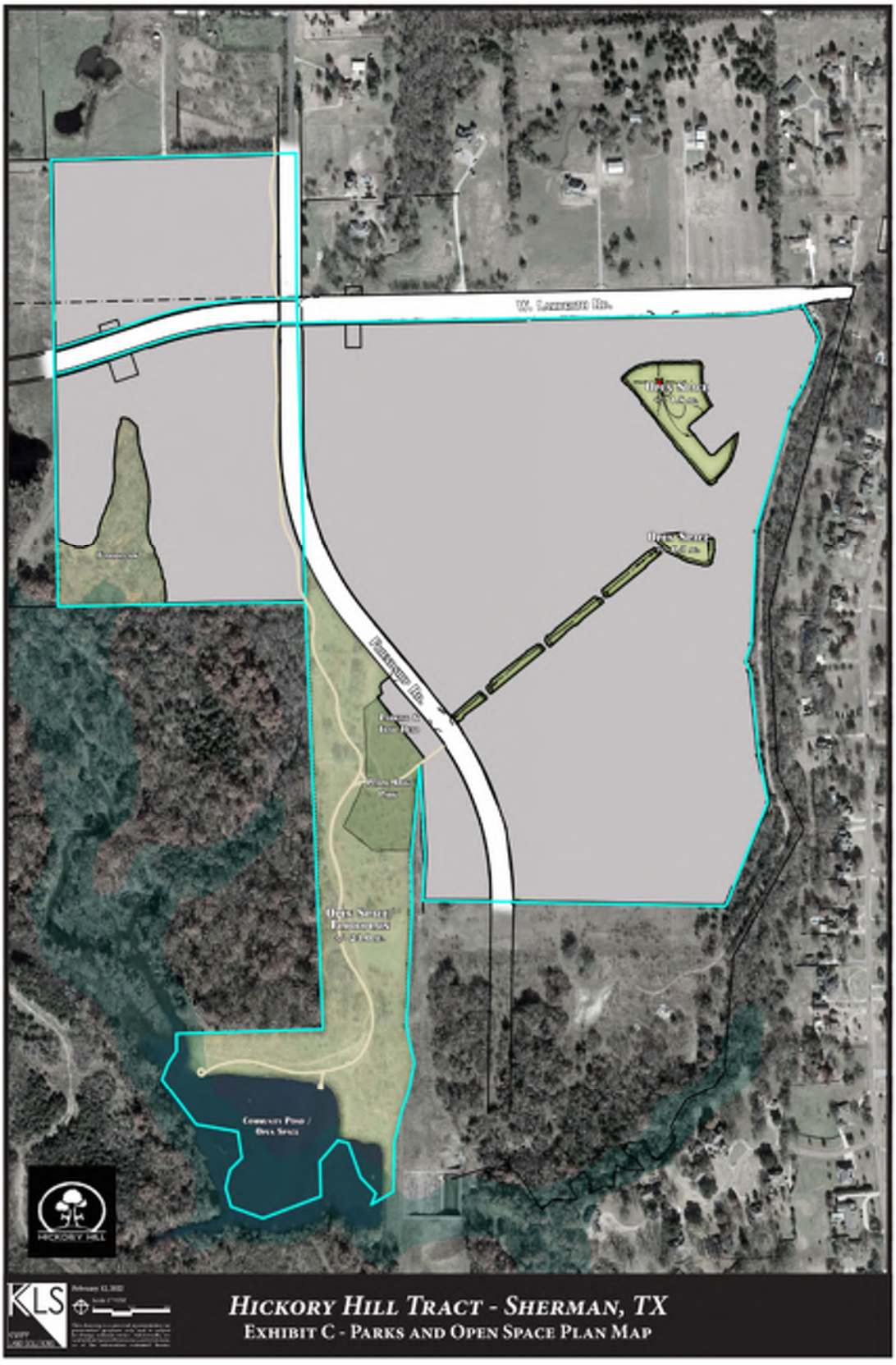
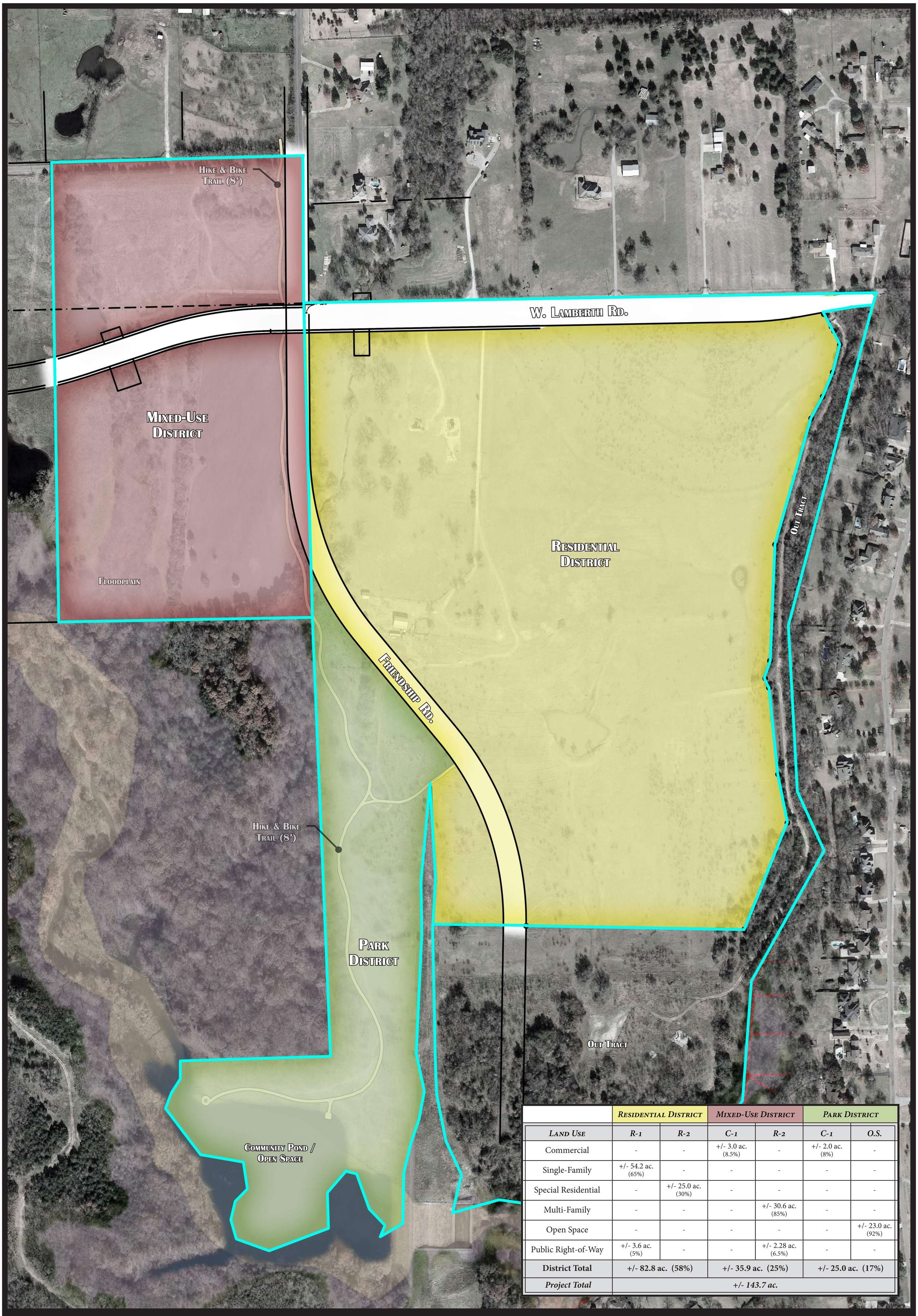


EXHIBIT C - ZONING EXHIBIT



	Residential District		Mixed-Use District		Park District	
Land Use	R-1	R-2	C-1	R-2	C-1	O.S.
Commercial	-	-	+/- 3.0 ac. (8.5%)	-	+/- 2.0 ac. (8%)	-
Single-Family	+/- 54.2 ac. (65%)	-	-	-	-	-
Special Residential	-	+/- 25.0 ac. (30%)	-	-	-	-
Multi-Family	-	-	-	+/- 30.6 ac. (85%)	-	-
Open Space	-	-	-	-	-	+/- 23.0 ac. (92%)
Public Right-of-Way	+/- 3.6 ac. (5%)	-	-	+/- 2.28 ac. (6.5%)	-	-
District Total	**+/- 82.8 ac. (58%)**		**+/- 35.9 ac. (25%)**		**+/- 25.0 ac. (17%)**	
Project Total	***+/- 143.7 ac.***					

KLS
KNAPP LAND SOLUTIONS

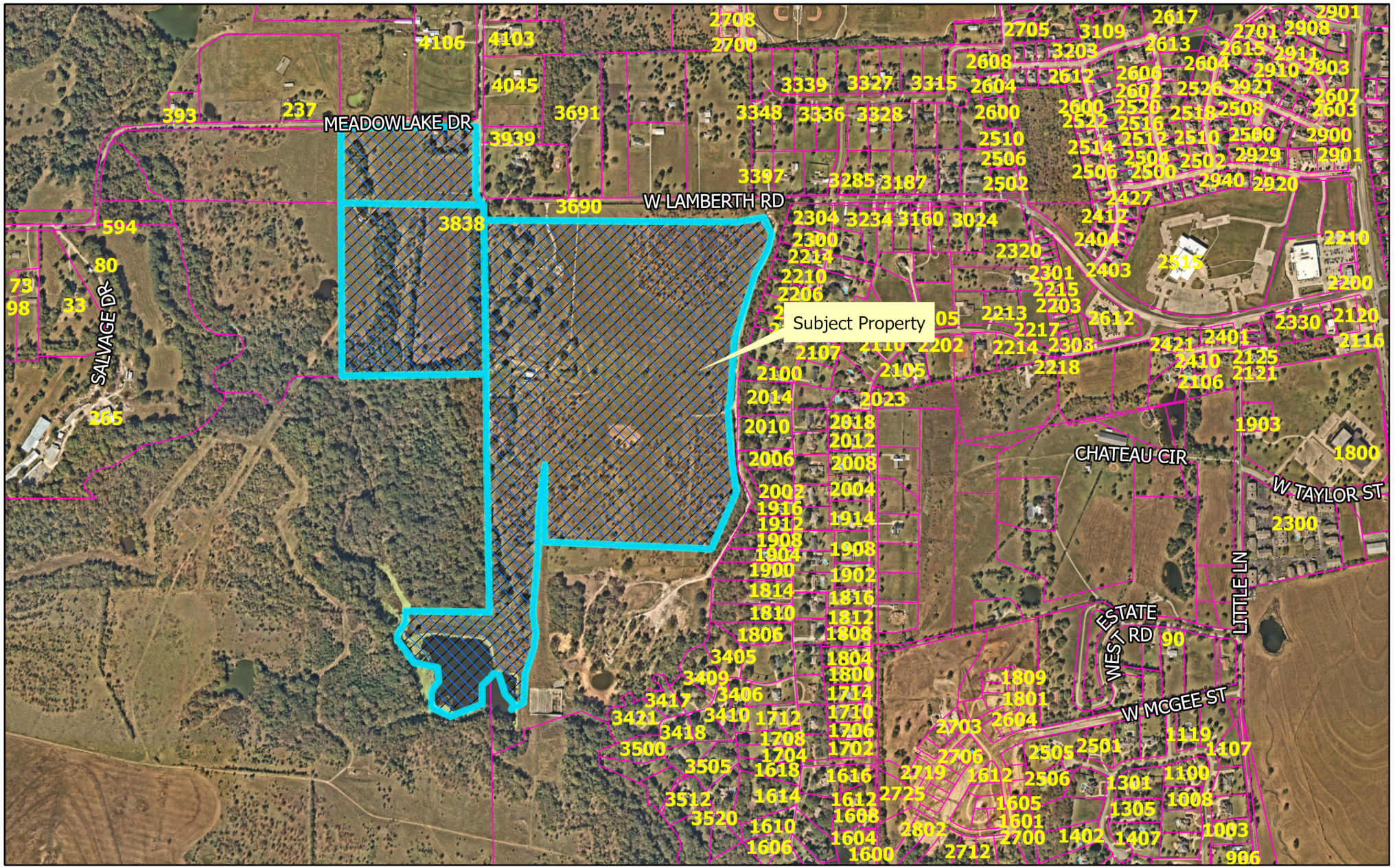
March 21, 2022

Scale 1"=150'
0' 150' 300'

This drawing is a pictorial representation for presentation purposes only and is subject to change without notice. Additionally, no warranty is made to the accuracy, completeness, or of the information contained herein.

Hickory Hill Tract - Sherman, TX

Land Use Plan



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(3400-4000 W Lamberth Rd)

Date: 4/28/2022 2:07 PM

Scale: 1:11,014

3400-4000 Blks W Lamberth Rd

Memo to: City of Sherman May 10, 2022

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

Re: Hickory Hill Planned Development (PD) Review

Rob,

Per the requested review of the submitted Hickory Hill PD, Halff has completed two reviews of the proposal and provided a summary of concurrence in this memo with a few remaining comments to address in the PD document. Halff's review included two discussions with the applicant and technical team, as well as coordination and discussion with Sherman staff along the way. The review was based on the original draft submitted for P&Z (dated March 24, 222) and a revised draft submitted on May 3, 2022.

Halff's task during this process was to review the proposed PD amendment to ensure that the final document is consistent with the City's PD ordinance. The ordinance intent is clear in its purpose statement - *"A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance."* Note that the Sherman PD ordinance was amended in February 2022, and this is the first new PD submittal since that amendment went into effect.

The Hickory Hill PD includes multiple land uses and densities to address the need for housing diversity on the far west side of town (annexation is concurrent to the PD submittal). This PD proposes three character subdistricts (Residential, Mixed-Use, and Park) that closely adhere to Sherman base zoning districts while allowing flexibility of land use within each subdistrict for a mix of product types. The PD identifies land uses allowed, elements of design, site characteristics and compatibility necessary for this type of development plan.

There are anticipated to be at least three residential product types and densities, along with small areas for retail, and both private and public park sites. Open space is proposed for the public that will include trails and a dog park, along with access to a community pond. A well-connected street network is planned, part of City of Sherman capital projects, that will create new connectivity to the north and south and expand rural street sections into urban sections, positively supporting the proposed land uses in this PD. A development agreement for the site will address infrastructure provisions to ensure adequacy for this intensity of development.

The components of the PD have been achieved as provided in the Development Plan and Conceptual Plan, both of which consider a balanced and organized structure to the land development framework. The enhancements required in the ordinance, including variety of housing types, pedestrian-friendly open space connectivity, quality architecture and site features, are all presented in a manner that is understandable and supportive of the overarching theme of the project. The project team has responded to review comments and worked with Halff and the City of Sherman staff to improve the technical aspects of the document to present to P&Z. There are a few outstanding comments that staff and the applicant will continue to refine prior to the meeting, which are listed on the following page. However, these comments are not extensive and are expected to be addressed by the applicant based on ongoing conversations. Therefore, Halff finds that the proposed PD is consistent and supportive of the City of Sherman PD ordinance elements and recommends conditional approval.

Reviewed by: Jordan Maddox, AICP, Director of Planning, Halff Associates, Inc.

HALFF

Remaining Comments

Page 3 – Once the PD is approved it will be in the city limits, so the second sentence in the Introduction should be deleted or reworded.

Page 4 – Clarify R-1 versus R-2 usage in the Residential Subdistrict, including maximum allowable units per use. Add single-family condo maximum to replace multi-family units in this subdistrict.

Page 7 – 1 parking space per unit for townhomes and condos should be increased for Sherman. In urban areas this standard may be acceptable, but it is recommended that Sherman include additional parking spaces per unit.

Page 7 – It appears in Exhibit C, Open Space that a parking lot is proposed for the public trailhead and dog park; however, the table on Page 7 says no off-street parking is required for a dog park. There should be required off-street parking for a trailhead and/or dog park provided for in this PD. Private open space and pocket parks should not require parking, so the recommendation is to split this line into two and ensure parking for the public uses.

Page 8 – Ensure minimum acreage of commercial in mixed-use subdistrict.

Page 9 – Provide assurances of AASHTO or other acceptable safety standard to support 6x20 dimensions for parallel parking space on private property. If an acceptable standard from a reputable source, the dimension will be recommended by staff.

Page 9 – Remove section of table related to sidewalk widths.

Page 9 - For minimum access two-way drives, fire lanes should be constructed to the City of Sherman's adopted Fire Code, as amended.

Page 9 – The proposed minor amendment language should include criteria for unique circumstances.

Page 11 – Replace references to "Preliminary Plat" with "Site Plan."

Definitions: The proposed single-family, condo or rental would be best served with a clear definition of intent.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 10, 2022

Lamberth Hickery Hill, LLC
927 Kiowa Dr. W
Lake Kiowa, TX 76240

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Linesight Development
Tayler Blanchard
4100 Spring Valley Rd #460
Dallas, TX 75244

Dear Applicants,

The request for Hickory Hill Planned Development and zone change approval located in the 3400-4000 Blocks West Lamberth Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 17, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. All aspects of the City's General Zoning Ordinance No. 2280, as amended, including but not limited to regulations applicable to the Planned Development Ordinance must be followed. *(Chapter 14, Exhibit A, Section 6.12)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place. *(Chapter 14, Exhibit A, Section 6.12, Subsection 10)*

Engineering:

4. Annexation of subject property required prior to City Council approval.
5. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
6. All public infrastructure shall meet current City of Sherman standards
7. Water main must be extended in accordance with City criteria to serve proposed development prior to Building Permits being issued. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)
8. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development prior to Building Permits being issued. Sewer capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)

9. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)
10. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.
11. 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

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless it has representation. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 7.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

3400-4000 BLOCKS WEST LAMBERTH ROAD

The request of Lamberth Hickery Hill, LLC (Owner), Linesight Development (Developer) and Underwood Drafting & Surveying (Surveyor) concerning the property located in the 3400-4000 Blocks West Lamberth Road, being 143.742 acres in part of the Ralston W. Adams survey, Abstract No. 18, part of the G.R. Reeves Survey, Abstract No. 1020, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209 as follows:

Planning and Zoning Commission

A. Planned Development approval under Ordinance No. 2280, Section 6.12, for Hickory Hill Planned Development in Sherman's Extra Territorial Jurisdiction (ETJ).
B. Zone change approval for Hickory Hill Planned Development under Ordinance No. 2280, Section 6.12, Subsection (5)(A), and Section 12, from an R-A (Single-Family Agricultural) District to a PD (Planned Development) District.

Background:

The property is located in the 3400-4000 Blocks West Lamberth Road between Carriage Estates Road and Salvage Drive in Sherman's Extra Territorial Jurisdiction (ETJ).

The Hickory Hill Planned Development is a 143.7 acre mixed-use community positioned within the northwest quadrant of the City. The Hickory Hill Planned Development (PD) includes commercial retail, multi-family residential and single-family residential with amenities, lakes, and parks that exist within the area. This PD is divided into three subdistrict: Residential Subdistrict: The purpose of this subdistrict is to provide a high-quality residential community with a mix of housing types and associated amenities such as a club house, parks and swimming pool etc.; Mixed-Use subdistrict: The purpose of this subdistrict is to provide a mix of nonresidential and residential uses; and Park Subdistrict: The purpose of this subdistrict is to complement this development and the City as a whole with parks and open spaces that provide both recreational and environmental benefits.

Adjacent Zoning:

R-A (Single Family Agricultural) District
Extra Territorial Jurisdiction (ETJ)

Origination:

Lamberth Hickery Hill, LLC (Owner)
Linesight Development (Developer)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

Not included in the Master Plan.

Number of notices mailed:

24

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Sign Photo
Survey
Conception Plan Map
Transportation Master Plan Map
Parks & Open Space Plan Map
Development Plan
Halff Associates - Concurrence Letter
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6493

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 620 and 624 East King Street, being 0.29 Acres and Being a Replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition (Arthur Nunez, Malachi 310 Construction, LLC, Owner; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit to Allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 620 and 624 East King Street, being 0.29 acres and being a replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition (Arthur Nunez, Malachi 310 Construction, LLC, Owner; and Underwood Drafting and Surveying, Surveyor)

Background:

The property is located at 620 and 624 East King Street, the southwest corner of East King and South Throckmorton Streets. The owner is requesting a Specific Use Permit to allow a two-family dwelling (duplex) in an R-1 (One-Family Residential) District and to plat the property into one (1) lot to build two (2) 2076 square feet single-family homes.

Origination:

Arthur Nunez, Malachi 310 Construction, LLC (Owner)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 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.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6493
Exhibit A-Replat
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6493

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TWO-FAMILY DWELLING (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AT 620 AND 624 EAST KING STREET, BEING 0.29 ACRES AND BEING A REPLAT OF LOTS 2 AND 3, BLOCK 1, OF THE TEXOMA RENTALS ADDITION (ARTHUR NUNEZ, MALACHI 310 CONSTRUCTION, LLC, OWNER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Arthur Nunez, Malachi 310 Construction, LLC (Owner) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 620 and 624 East King Street, being 0.29 acres and being a replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition are granted a Specific Use Permit to allow a two-family dwelling (duplex) in an R-1 (One-Family Residential) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Replat**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the

Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17)*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. A minimum 6' fence is required abutting residentially zoned property. *(Chapter 14, Exhibit A, Section 7, Subsection 13)*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b))*
6. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b)*
7. Impact fees will be required if the property was not platted before June 7, 2021 *(Chapter 13, Article. 13.11)*
8. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

10. Concrete improvement, meeting City requirements, of alley required for rear entry drive approach.
11. Concrete improvement, meeting City requirements, of alley required for rear entry drive approach prior to Certificate of Occupancy being issued.
12. 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
13. Directional ADA ramps required on at corner of Throckmorton and King Streets.

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 Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

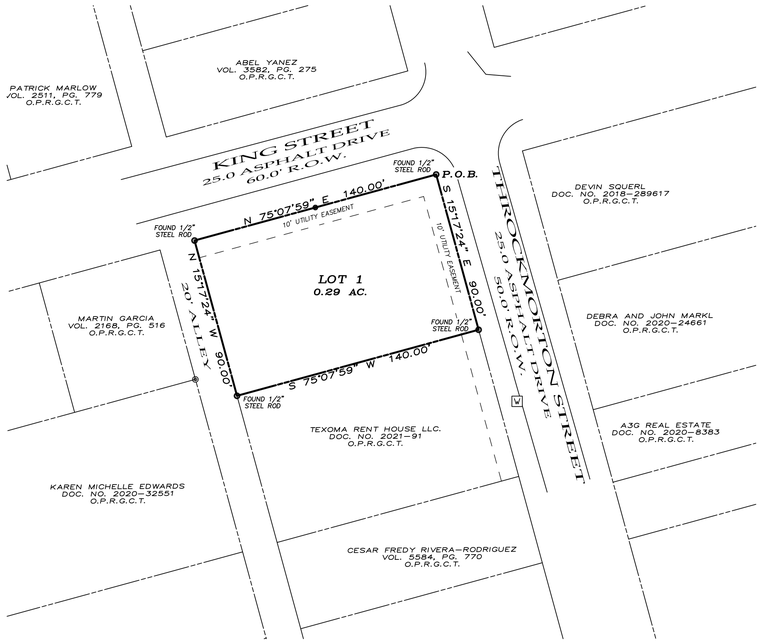
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

JOB NO. 22030294



MALACHI ADDITION

BEING A REPLAT OF LOTS 2 AND 3, BLOCK 1, OF THE TEXOMA RENTALS ADDITION RECORDED IN DOCUMENT NUMBER 2021-91 P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING 0.29 ACRES

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

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

OWNERS/DEVELOPER
MALACHI 310 CONSTRUCTION LLC.
409 S. CENTRAL EXPRESSWAY
ANNA, TEXAS 75409

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

3-22-2022

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 22030294

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Texoma Rentals Addtion , and being Lots 2 and 3 conveyed to Malachi 310 Construction LLC, by deed recorded in Document Number 2021-40604, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found ½" steel rod at the intersection of the South Right-of-Way of King Street and the West Right-of-Way of Throckmorton Street being the Northeast Corner of said Lot 3;

Thence South 15°17'24" East with the said West Right-of-Way of Throckmorton Street a distance of 90.00 feet to a found ½" steel rod;

Thence South 75°07'59" West with the North line of a tract of land conveyed to Texoma Rent House LLC, Recorded in Document Number 2021-91 of said Official Public Records a distance of 140.00 feet to a found ½" steel rod in the east line of a 20' alley;

Thence North 15°17'24" West with said East line of the alley a distance of 90.00 feet to a set ½" steel rod in the South Right-of-Way of said King Street;

Thence North 75°07'59" East with the South Right-of-Way of King Street a distance of 140.00 feet to the Point of Beginning and containing 0.29 acres of land.

ACCEPTANCE

Approved this _____ day of _____,2022, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

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

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, MALACHI 310 CONSTRUCTION LLC do hereby adopt this plat designating the hereinabove property as the MALACHI ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____,2022

_____
ARTHUR NUNEZ

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 ARTHUR NUNEZ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, MALACHI ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the___day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ ,2022.

_____
Clerk, City of Sherman, Texas

~ 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.

MALACHI ADDITION

BEING A REPLAT OF LOTS 2 AND 3, BLOCK 1, OF THE TEXOMA RENTALS ADDITION RECORDED IN DOCUMENT NUMBER 2021-91 P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING 0.29 ACRES

OWNERS/DEVELOPER
MALACHI 310 CONSTRUCTION LLC.
409 S. CENTRAL EXPRESSWAY
ANNA, TEXAS 75409

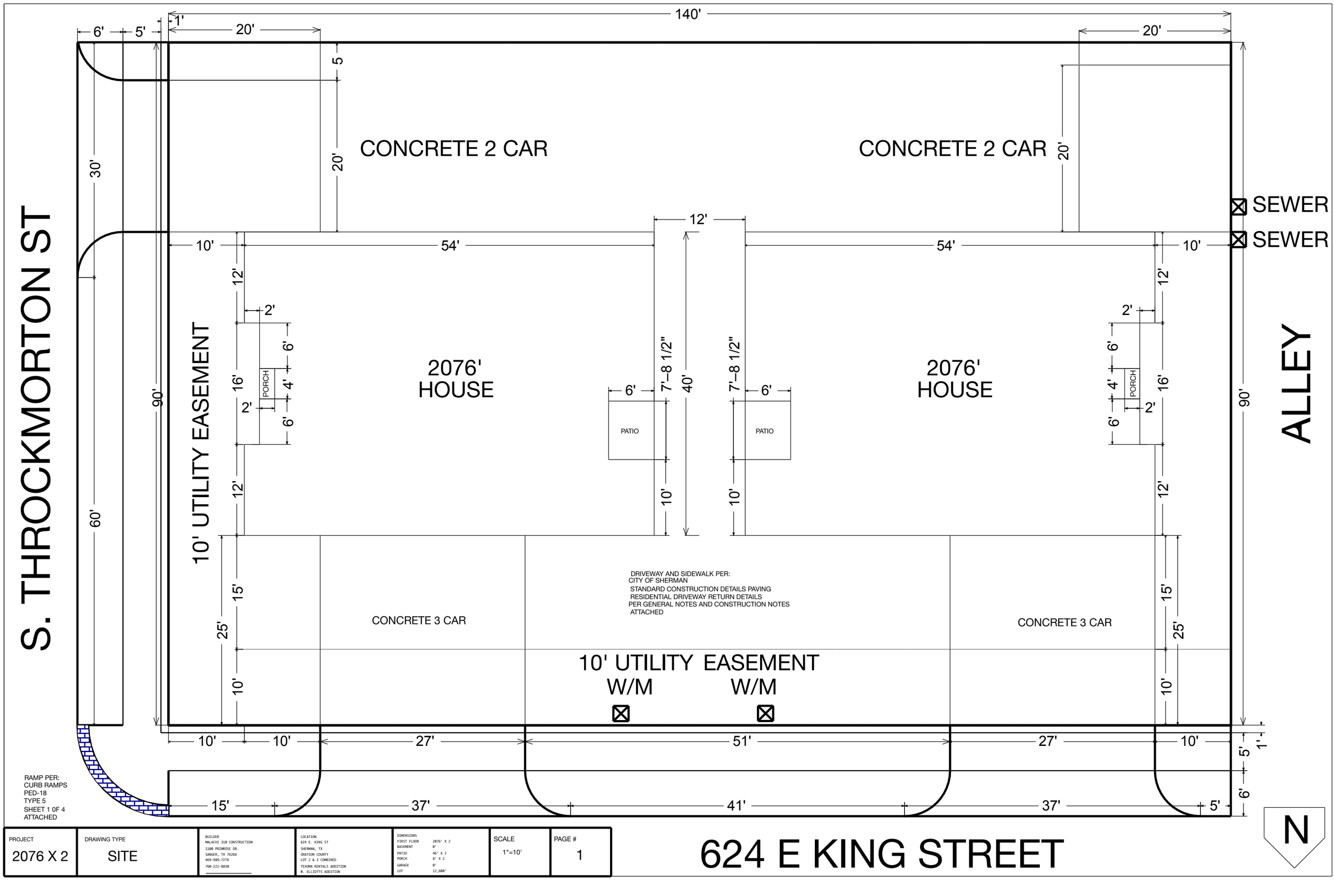
SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

3-22-2022

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

EXHIBIT B



PROJECT	DRAWING TYPE	BUILDER	LOCATION	DIMENSIONS		SCALE	PAGE #
2076 X 2	SITE	MALACHI 310 CONSTRUCTION 1100 PRIMROSE DR. SANGER, TX 76266 469-989-7276 760-221-8850	624 E. KING ST SHERMAN, TX GRAYSON COUNTY LOT 2 & 3 COMBINED TEXOMA RENTALS ADDITION H. ELLIOTTS ADDITION	FIRST FLOOR BASEMENT PATIO PORCH GARAGE LOT	2076' X 2 0' 46' X 2 8' X 2 0' 12,600'	1"=10'	1

624 E KING STREET

dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

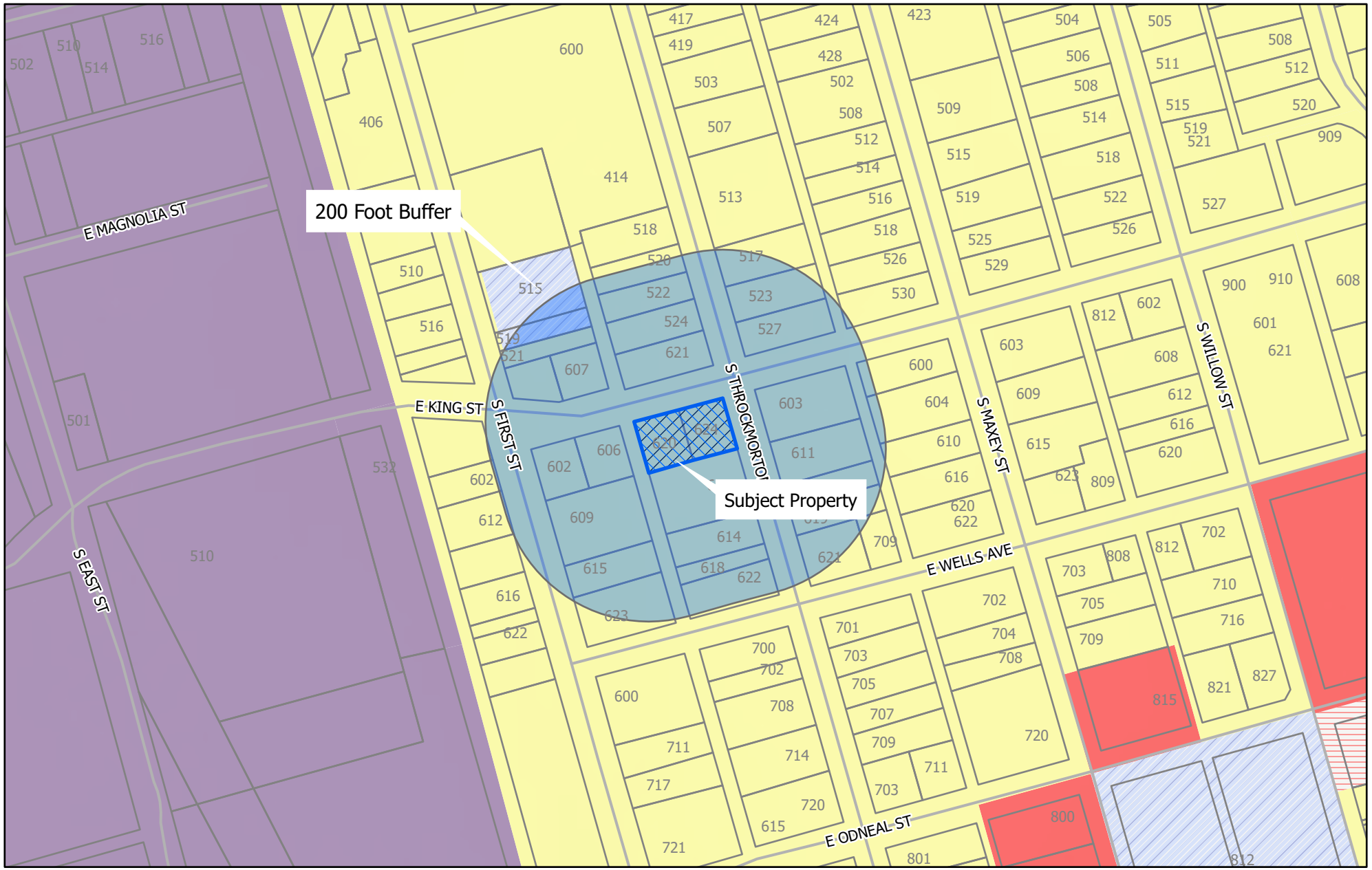
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(620 &624 E King St)

N
W E
S

Date: 3/28/2022 10:04 AM

Scale: 1:2,400



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- 200 Foot Buffer
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(620 & 624 E King St)

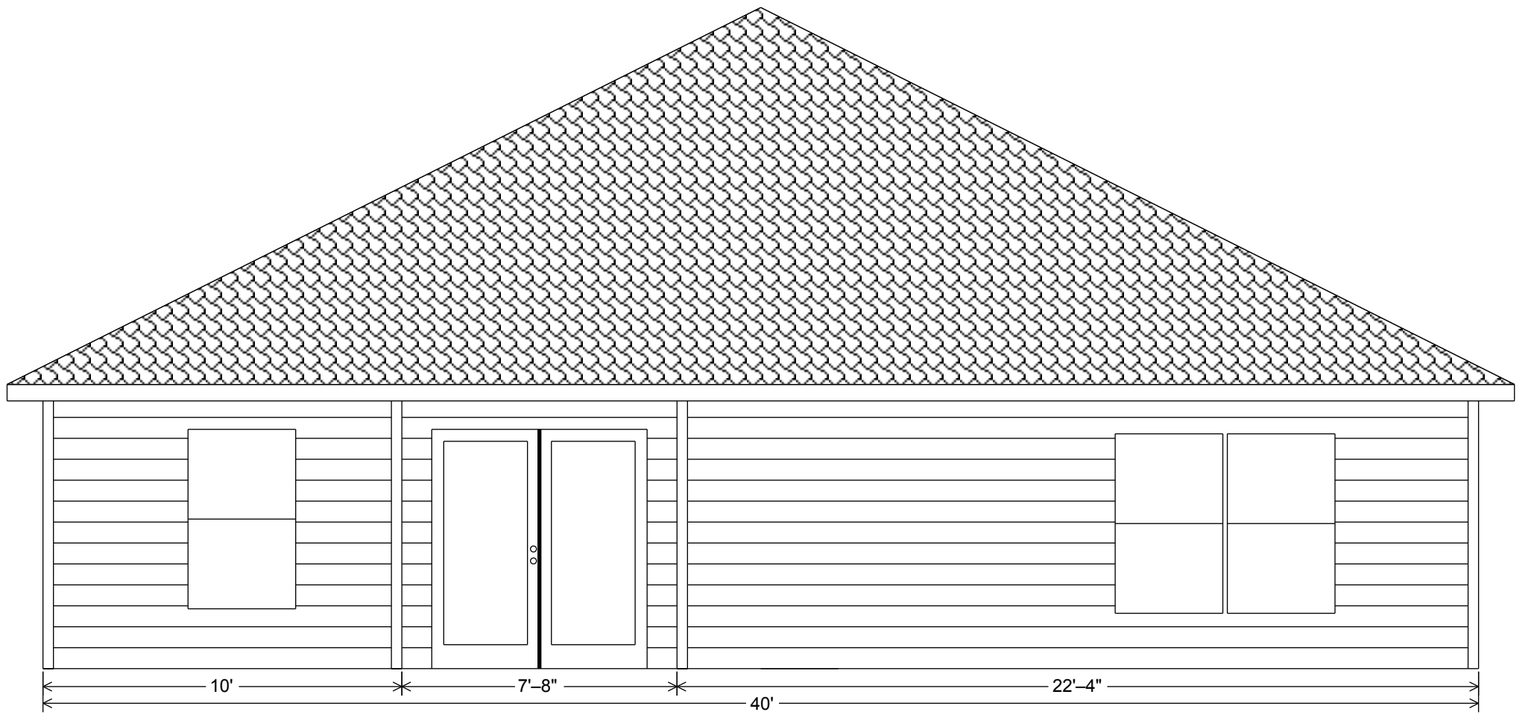
N
W E
S

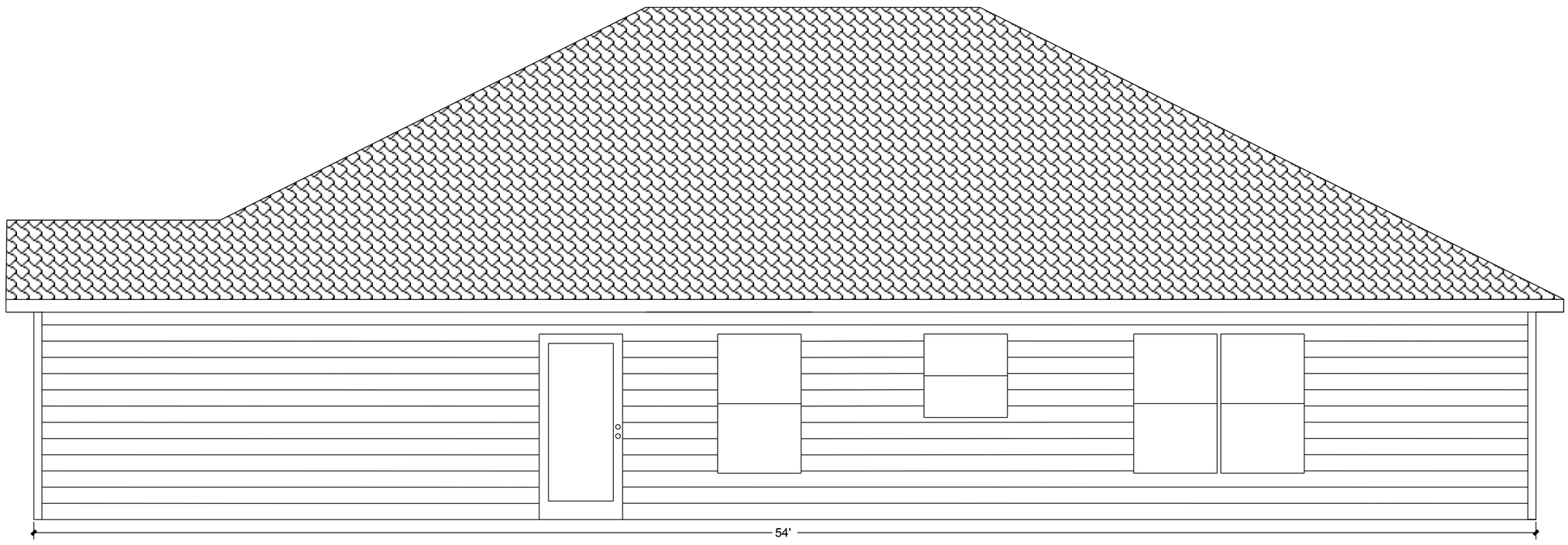
Scale: 1:2,400

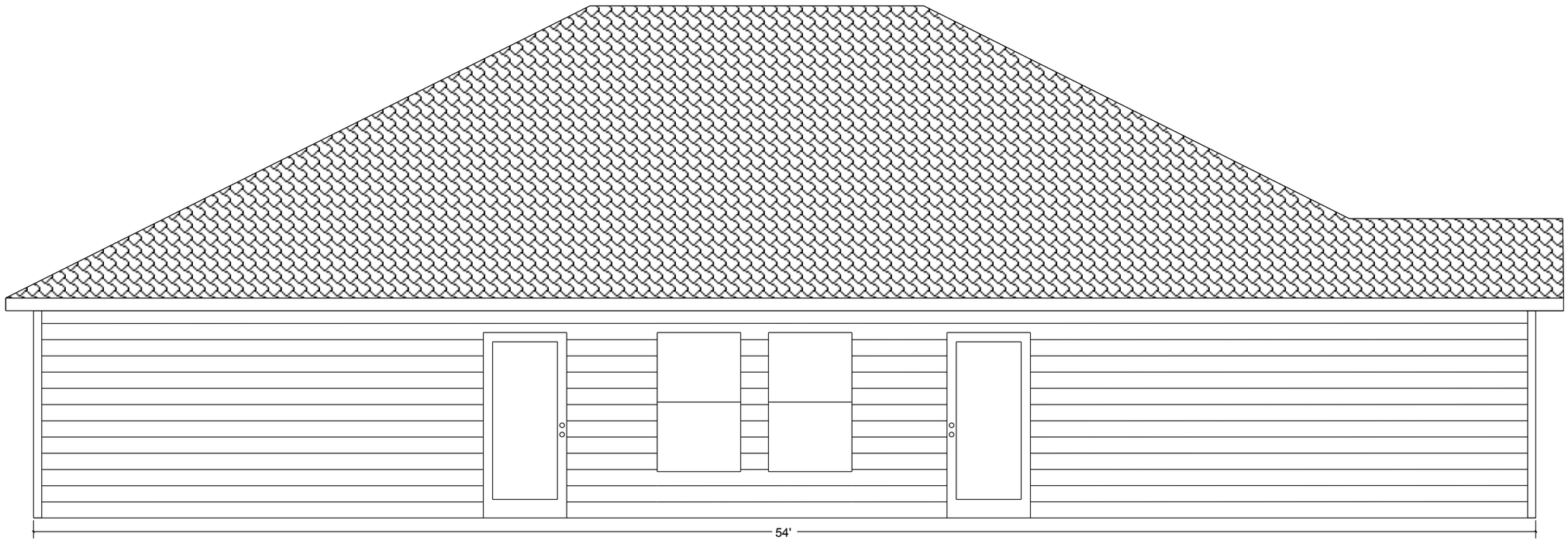
Date: 3/28/2022 3:49 PM

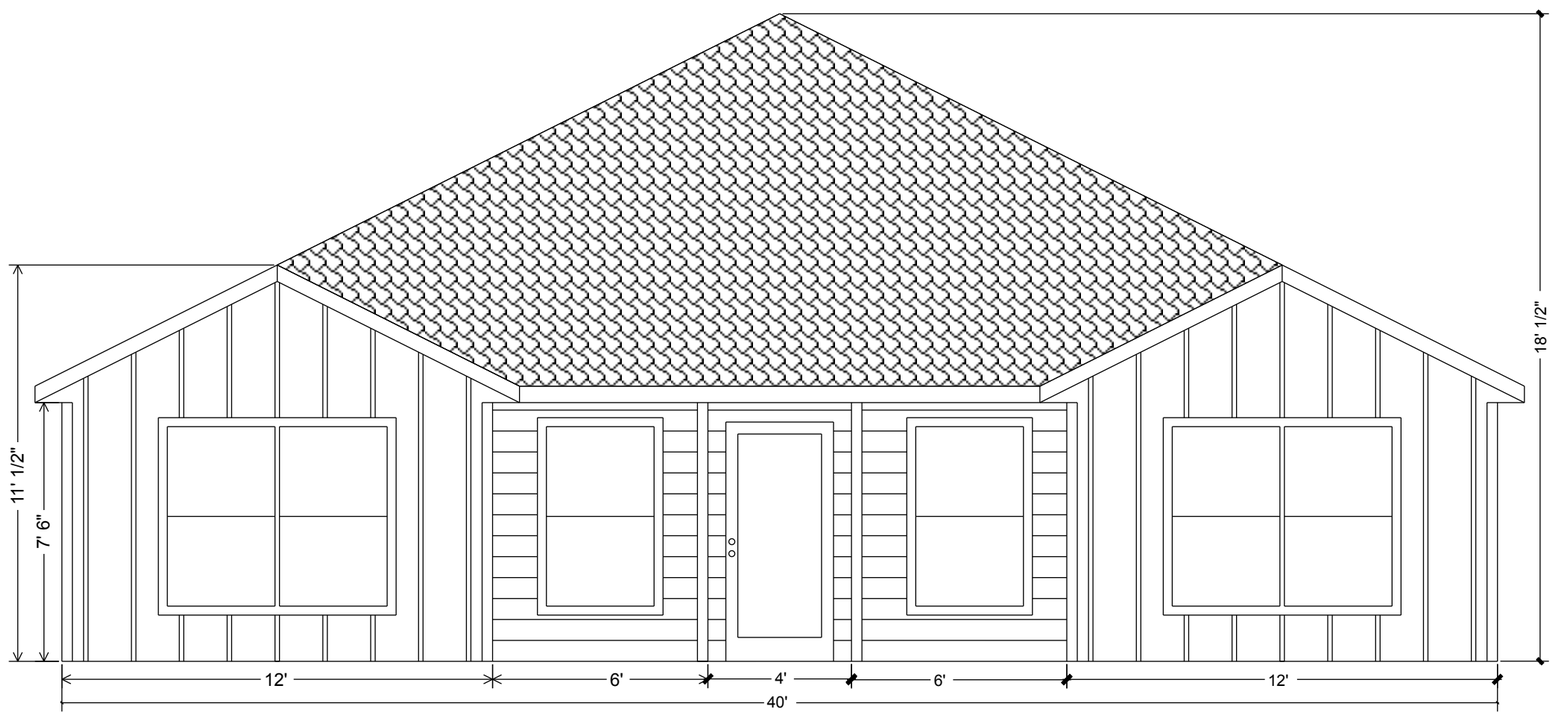
620 E King St

ZONING
REQUESTED
AT THIS LOCATION
ADDITIONAL
INFORMATION
903-892-7229
Apr 28, 2022 at 9:17 AM









PROJECT	DRAWING TYPE	BUILDER	LOCATION	DIMENSIONS	SCALE	PAGE #
2076	ELEVATION	MALACHI 310 CONSTRUCTION 1100 PRIMROSE DR. SANGER, TX 76266 469-989-7276 760-221-8850 malachi310construction@gmail.com	620-624 E. KING ST SHERMAN, TX GRAYSON COUNTY LOT 2 and 3 TEXOMA RENTALS ADDITION W. ELLIOTTS ADDITION	FIRST FLOOR 2076' BASEMENT 0' PATIO 46' PORCH 8' GARAGE 0' LOT 0'	1/4"=1'	3

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 10, 2022

Arthur Nunez
1100 Primrose Dr
Sanger, TX 76266

Malachi 310 Construction, LLC
409 S. Central Expy, 107-201
Anna, TX 75409

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a two-family dwelling (duplex) in an R-1 (One-Family Residential) District located at 620 and 624 East King Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 17, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. A minimum 6' fence is required abutting residentially zoned property. *(Chapter 14, Exhibit A, Section 7, Subsection 13)*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b))*
6. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b)*
7. Impact fees will be required if the property was not platted before June 7, 2021 *(Chapter 13, Article. 13.11)*
8. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

10. Dedicate a 15'x15' Right of Way corner clip on Northeast 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)
11. Modify 10' Utility Easement on Northeast corner of proposed Lot 1 to parallel new right of way created by corner clip.
12. Concrete improvement, meeting City requirements, of alley required for rear entry drive approach.
13. Add Avigation Release to plat. Coordinate with Engineering Department for language. Code of Ordinances Chapter 14, Article 14.02
14. 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)
15. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
16. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)
17. Concrete improvement, meeting City requirements, of alley required for rear entry drive approach prior to Certificate of Occupancy being issued.
18. 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
19. Directional ADA ramps required on at corner of Throckmorton and King Streets.

It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 8.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

620 & 624 EAST KING STREET

The request of Arthur Nunez, Malachi 310 Construction, LLC (Owner) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 620 and 624 East King Street, being 0.29 acres and being a replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition, as follows:

Planning and Zoning Commission

A. Replat approval of Malachi Addition.
B. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a two-family dwelling (duplex) in an R-1 (One-Family Residential) District.

Background:

The property is located at 620 and 624 East King Street, the southwest corner of East King and South Throckmorton Streets. The owner is requesting a Specific Use Permit to allow a two-family dwelling (duplex) in an R-1 (One-Family Residential) District and to plat the property into one (1) lot to build two (2) 2076 square feet single-family homes.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Arthur Nunez, Malachi 310 Construction, LLC (Owner)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:
189

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Site Plan
Elevations
Staff Review Letter - SUP
Staff Review Letter - Final Plat

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6494

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located at 3012 Texoma Parkway, being 5.839 acres in the Reuben Hendrix Survey, Abstract No. 504 and also being Lot 2, Block 1, Aaron's Addition (Avant Capital, LLC, Owners; Greg Guerin, East Star Design, Representative/Architect; David L. Garrison Landscape Design Studio, Landscape Designer; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

Issue:

To consider the request of Avant Capital, LLC (Owners), Greg Guerin, East Star Design (Representative/Architect), David L. Garrison Landscape Design Studio (Landscape Designer), and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 3012 Texoma Parkway, being 5.839 acres in the Reuben Hendrix Survey, Abstract No. 504 and also being Lot 2, Block 1, Aaron's Addition for a Zone change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 3012 Texoma Parkway between Gallagher Drive and Highway 82. The owner is requesting a zone change approval from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District for a multi-family complex.

The owner would like to build two (2) three-story, 60-unit buildings (90 one-bedroom units; 24 two-bedroom units; and 6 three-bedroom units, totaling 240 bedrooms) and an 8,000 square foot retail building.

The following has been approved for this location:

- December 11, 2001 - Specific Use Permit to allow automobile sales in a C-2 (General Commercial) District

Origination:

Avant Capital, LLC (Owners)
Greg Guerin, East Star Design (Representative/Architect)
David L. Garrison Landscape Design Studio (Landscape Designer)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 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.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6494
Exhibit A - Survey/Legal Desc.
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Elevations - Multi-Family
Elevations - Retail
Landscape Plan
3D View
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6494

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT LOCATED AT 3012 TEXOMA PARKWAY, BEING 5.839 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504 AND ALSO BEING LOT 2, BLOCK 1, AARON'S ADDITION (AVANT CAPITAL, LLC, OWNERS; GREG GUERIN, EAST STAR DESIGN, REPRESENTATIVE/ARCHITECT; DAVID L. GARRISON LANDSCAPE DESIGN STUDIO, LANDSCAPE DESIGNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; 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 3012 Texoma Parkway, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

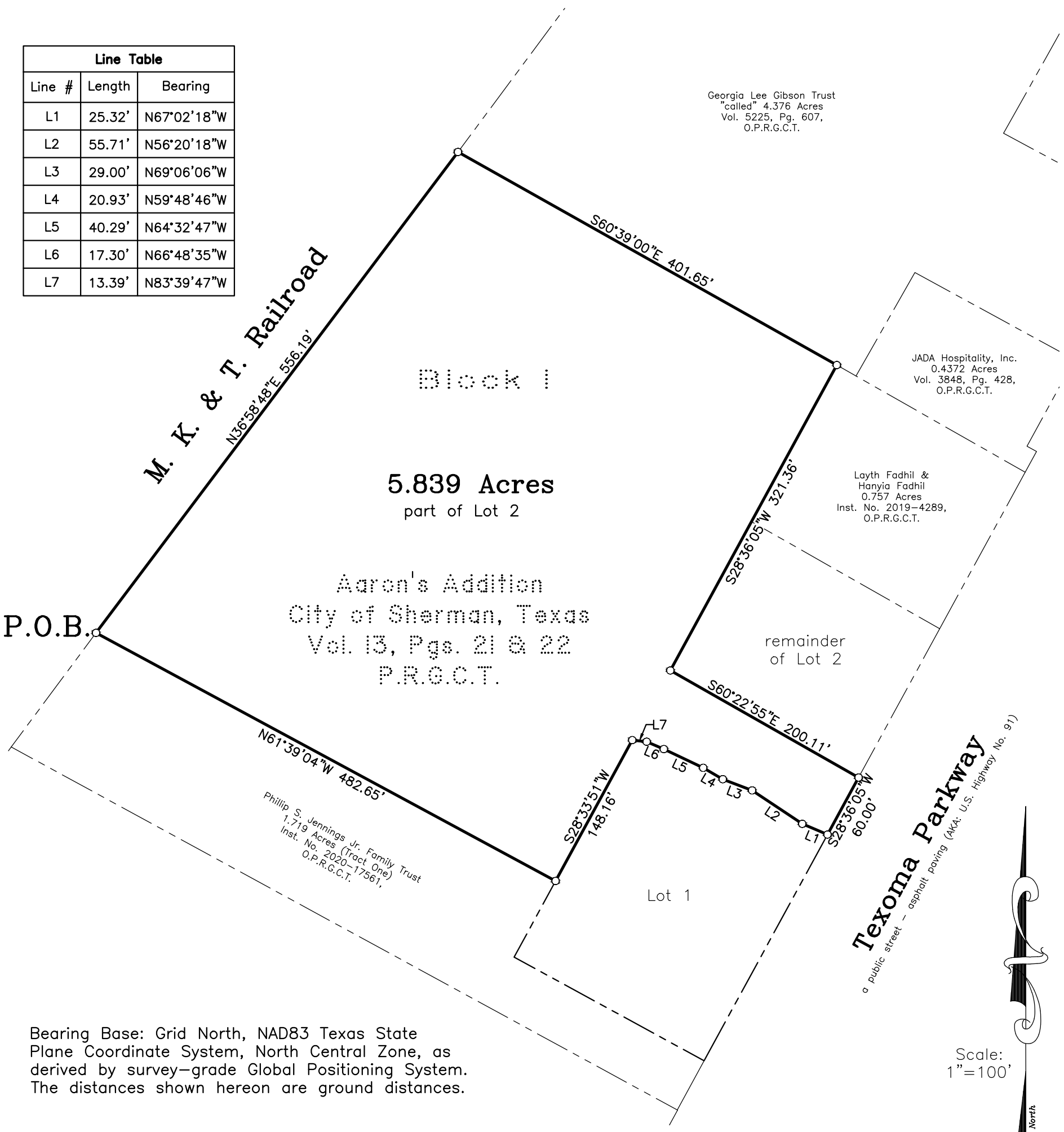
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Line Table		
Line #	Length	Bearing
L1	25.32'	N67°02'18"W
L2	55.71'	N56°20'18"W
L3	29.00'	N69°06'06"W
L4	20.93'	N59°48'46"W
L5	40.29'	N64°32'47"W
L6	17.30'	N66°48'35"W
L7	13.39'	N83°39'47"W



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System. The distances shown hereon are ground distances.

Owner: Avant Capital, LLC

Address: 3012 Texoma Parkway
Sherman, Texas

For Zoning Purposes Only

See attached field notes for full legal description

Job No. AGS320422

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

LEGAL DESCRIPTION:

SITUATED in the City of Sherman, County of Grayson, being a part of the Reuben Hendrix Survey, Abstract No. 504 and being a part of Lot 2, Block 1, of Aaron's Addition to the City of Sherman, Texas, as per plat of record in Volume 13, Pages 21 and 22, Plat Records, Grayson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Southwest corner of both said Lot 2 and the herein described tract, in the East right-of-way line of the M.K.& T. Railroad right-of-way, at the Northeast corner of 1.719 acres conveyed to Phillip S. Jennings Jr. Family Trust, as recorded in Instrument No. 2020-17561, Official Public Records, Grayson County, Texas;

THENCE North 36 deg. 58 min. 48 sec. East, with the East right-of-way line of M. K. & T. Railroad, and the West line of said Lot 2, a distance of 556.19 ft. to the Northwest corner of both said Lot 2 and the herein described tract and the Southwest corner of the "called" 4.376 acre tract of land conveyed to Georgia Lee Gibson Trust in Volume 5225, Page 607, said Official Public Records;

THENCE South 60 deg. 39 min. 00 sec. East, with a South line of said Gibson 4.376 ac. and a North line of said Lot 2, a distance of 401.65 ft. to the Northwest corner of the Layth Fadhil and Hanyia Fadhil 0.757 acre tract of land conveyed in Inst. No. 2019-4289, said Official Public Records and the most Northerly Northeast corner of both said Lot 2 and the herein described tract;

THENCE South 28 deg. 36 min. 05 sec. West, with the West line of said Fadhil 0.757 ac., passing the Southeast corner of said Fadhil 0.757 ac. and an Ell corner of said Lot 2, continuing now and over and across said Lot 2, a distance of 321.36 ft. to an Ell corner of the herein described tract;

THENCE South 60 deg. 22 min. 55 sec. East, over and across said Lot 2, a distance of 200.11 ft. to the most Easterly Northeast corner of the herein described tract, in the East line of said Lot 2 and the West right-of-way line of Texoma Parkway, a public street;

THENCE South 28 deg. 36 min. 05 sec. West, with the West right-of-way line of said Texoma Parkway and the East line of said Lot 2, a distance of 60.00 ft. to the most Easterly Southeast corner of the herein described tract;

THENCE in a Northwesterly direction, with the North lines of Lot 1, Block 1, of said Aaron's Addition and the South lines of said Lot 2, the following calls and distances:

1. North 67 deg. 02 min. 18 sec. West, a distance of 25.32 ft. to an angle point;

2. North 56 deg. 20 min. 18 sec. West, a distance of 55.71 ft. to an angle point;

3. North 69 deg. 06 min. 06 sec. West, a distance of 29.00 ft. to an angle point;

4. North 59 deg. 48 min. 46 sec. West, a distance of 20.93 ft. to an angle point;

5. North 64 deg. 32 min. 47 sec. West, a distance of 40.29 ft. to an angle point;

6. North 66 deg. 48 min. 35 sec. West, a distance of 17.30 ft. to an angle point;

7. North 83 deg. 39 min. 47 sec. West, a distance of 13.39 ft. to an Ell corner of the herein described tract and being the Northwest corner of Lot 1, Block 1 of said Aaron's Addition;

THENCE South 28 deg. 33 min. 51 sec. West, with the West line of said Lot 1 and an East line of said Lot 2, a distance of 148.16 ft. to the most Northerly Northeast corner of said Jennings 1.719 ac. and the most Southerly Southeast corner of both said Lot 2 and the herein described tract;

THENCE North 61 deg. 39 min. 04 sec. West, with the North line of said Jennings 1.719 ac. and a South line of said Lot 2, a distance of 482.65 ft. to the **PLACE OF BEGINNING** and containing **5.839 ACRES** of land.

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

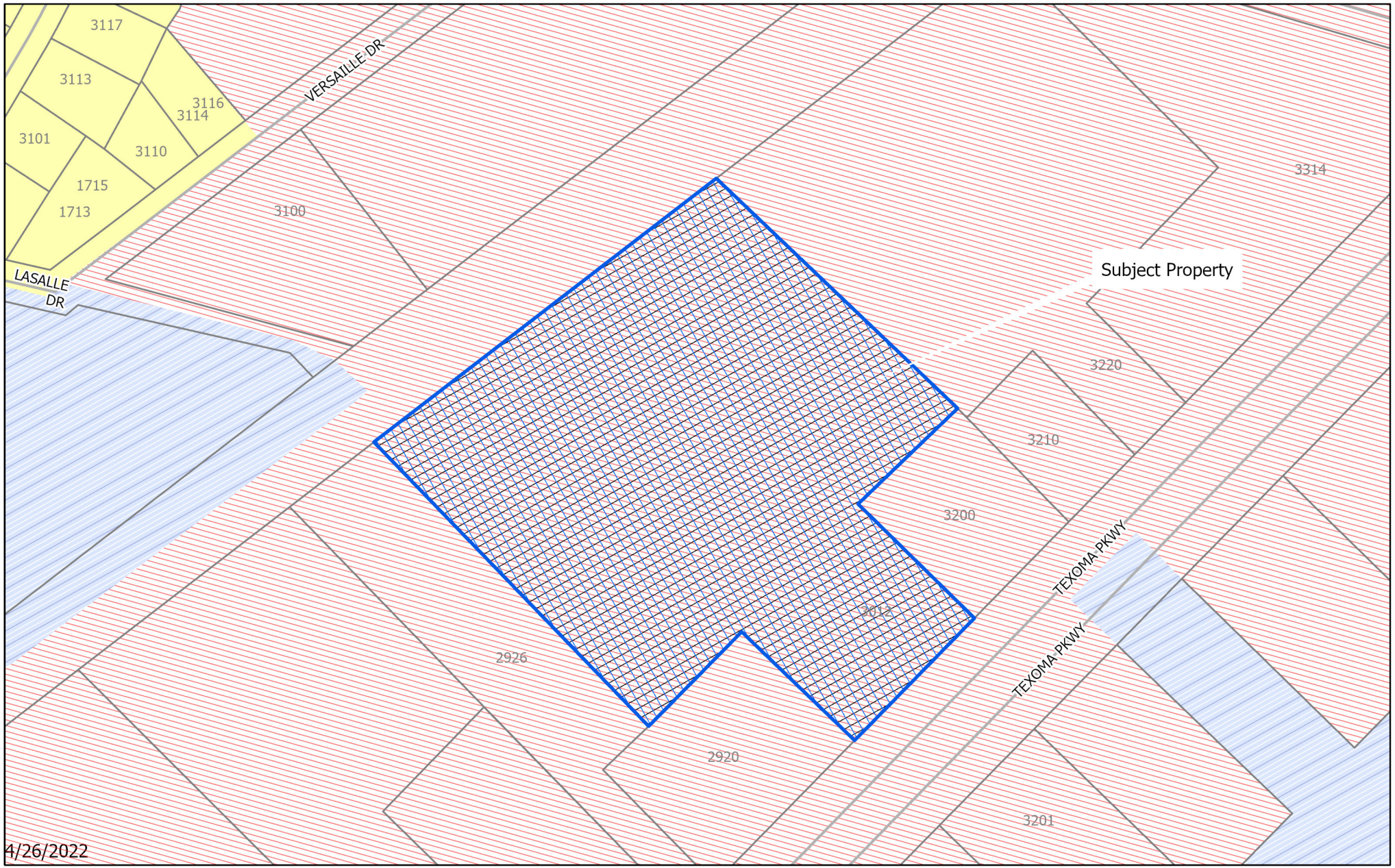
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(3012 Texoma Parkway)

N
W E
S

Date: 4/26/2022 3:45 PM

Scale: 1:3,323



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(3012 Texoma Parkway)

N W E S

Scale: 1:1,933

Date: 4/26/2022 3:45 PM

3012 Texoma Pkwy

EAST•STAR•DESIGN
ARCHITECTURE • INTERIOR DESIGN • PLANNING

Date: 03-24-22

To: Rob Rae, AICP
Director of Development Services
City of Sherman
220 W Mulberry St.
Sherman, TX 75090
P 903.892.7333
robr@cityofsherman.com
www.ci.sherman.tx.us

Address: 3012 Texoma Pkwy

Re: Project Narrative

Hello,

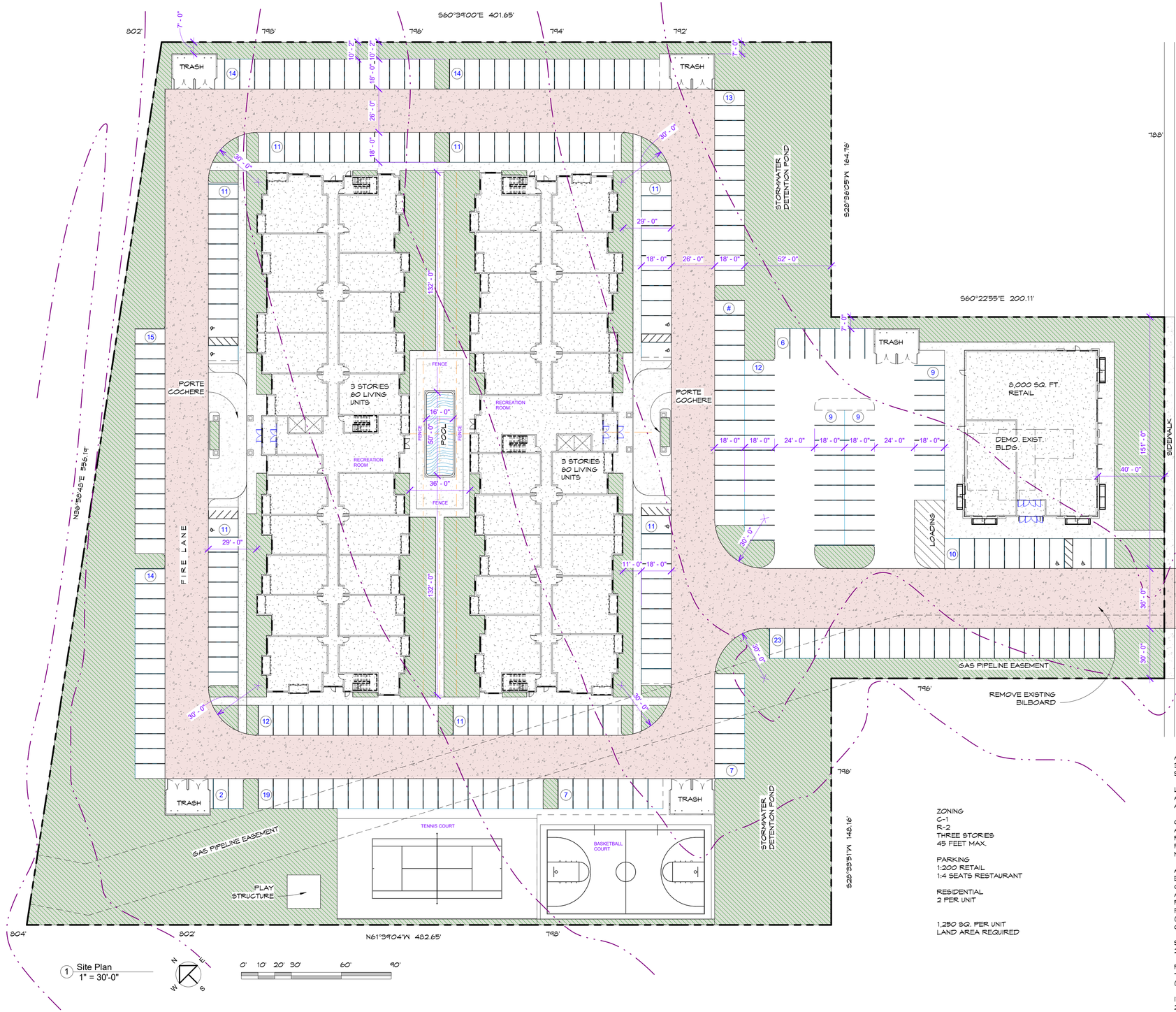
We are proposing to build (2) two multi-family building with 120 living units and an 8,000 square foot retail building. The site is currently zoned C-2 and is 6.558 acres.

Thank you,

Greg Guerin, Architect, NCARB

3/24/2022
Date

P.O. Box 53 • Forney, TX 75126 **USA** • **(972) 200-7340** *Architect@EastStarDesign.com*



1 Site Plan
1" = 30'-0"

ZONING
C-1
R-2
THREE STORIES
45 FEET MAX.

PARKING
1:200 RETAIL
1:4 SEATS RESTAURANT

RESIDENTIAL
2 PER UNIT

1,250 SQ. PER UNIT
LAND AREA REQUIRED

ADDRESS:
3012 TEXOMA PRKWY
SHERMAN, TX

LEGAL DESCRIPTION:
AARONS ADDN, BLOCK 1, LOT 2, ACRES 6.56

OWNER:
AVANT CAPITAL LLC
PREM SHAHI
PREM@AVANTTAX.COM
MICHAEL@AVANTTAX.COM

ARCHITECT:
EAST STAR DESIGN
GREG GUERIN
ARCHITECT, NCARB
P.O. BOX 53
FORNEY, TX 75126
(972) 200-7340
GGUERIN@EASTSTARDESIGN.COM

SITE AREA
285,000 SQ. FT.

PERVIOUS LANDSCAPE AREA
76,000 SQ. FT.
(27%)

IMPERVIOUS AREA
201,000 SQ. FT.
(73%)

AMENITIES
(2) INDOOR RECREATION ROOMS
POOL
BASKETBALL COURT
TENNIS COURT

MULTI-FAMILY RESIDENTIAL
(2) BUILDINGS

26,000 SQ. FT. PER FLOOR
20 UNITS PER FLOOR
(3) FLOORS / STORIES EACH
78,000 SQ. FT. PER BUILDING
60 UNITS PER BUILDING
12 TWO BEDROOM
3 THREE BEDROOM
45 ONE BEDROOM

120 UNITS

RETAIL
8,000 SQ. FT.

PARKING
PROVIDED 286

REQUIRED
RESIDENTIAL 240
RETAIL 40
280

Seal:

NOT FOR CONSTRUCTION

THIS DOCUMENT MAY NOT BE USED FOR CONSTRUCTION, PERMITING, OR REGULATORY APPROVAL

Greg Guerin
Architect
TX License # 22011

Architect:

EAST STAR DESIGN
P.O. BOX 53
FORNEY, TX 75126 USA
(972) 200-7340
Architect@
EastStarDesign.com
TX Firm # BR 1785

Engineer / Design Consultant:

Owner:

PREM SHAHI
prem@avanttax.com
michael@avanttax.com
Developer
Alsal Construction
Parwaiz Alam
parwaizalam@yahoo.com

Revisions:

No.	Description	Date

Retail and MultiFamily Development

3012 Texoma Pkwy,
Sherman, TX 75090

Site Plan

Project number:	21-013
Date:	3/24/2022 4:39:54 PM
Drawn by:	GG
Checked by:	-

A003

Scale 1" = 30'-0"

Z:\Revit and CAD Project Working Files\2022\2201\3-Sherman Multi-Family and Retail\2201\3-Site Plan 3012 Texoma Parkway Sherman, TX (03-21-22).rvt
3/24/2022 4:39:54 PM

1 Front Elevation
3/32" = 1'-0"

2 Rear Elevation
3/32" = 1'-0"

4 Left Elevation
3/32" = 1'-0"

3 Right Elevation
3/32" = 1'-0"

BR — BRICK RUNNING BOND
METRO BRICK

FCB — FIBER CEMENT BOARD
VERTICAL SIDING
BOARD AND BATTEN 12" o.c.
WHITE COLOR

P1 — PAINT
COLOR #1
DARK BROWN

RF — ROOF
COMPOSITION SHINGLE
ARCHITECTURAL
GAF

Material Legend
1/4" = 1'-0"

Seal:

NOT FOR CONSTRUCTION

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Greg Guerin
Architect
TX License # 22011

Architect:

EAST STAR DESIGN
P.O. BOX 53
FORNEY, TX 75126 USA
(972) 200-7340
Architect@
EastStarDesign.com
TX Firm # BR 1785

Engineer / Design Consultant:

Owner:

JYZ Properties, LLC

Revisions:

No.	Description	Date

MultiFamily

3012 Texoma Parkway
Sherman, TX

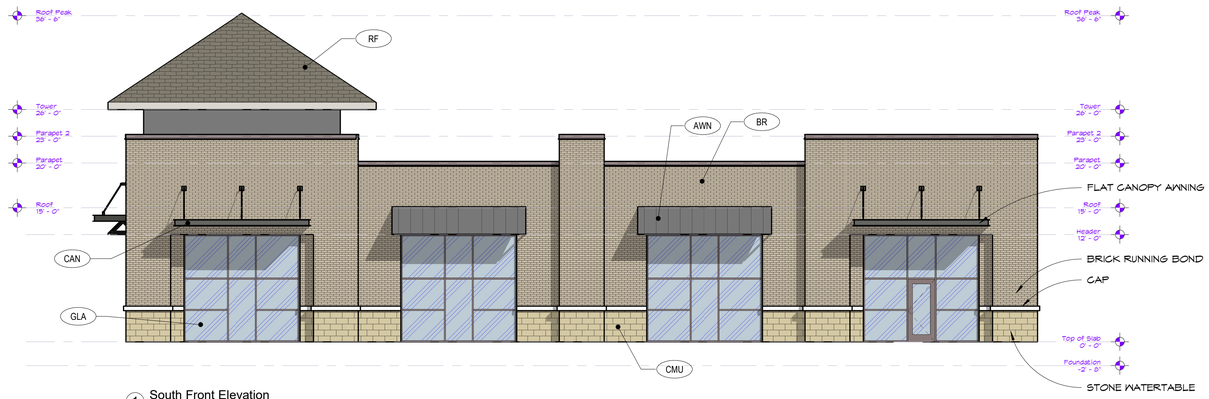
Elevations

Project number:	22013
Date:	3/24/2022 4:28:16 PM
Drawn by:	GG
Checked by:	–

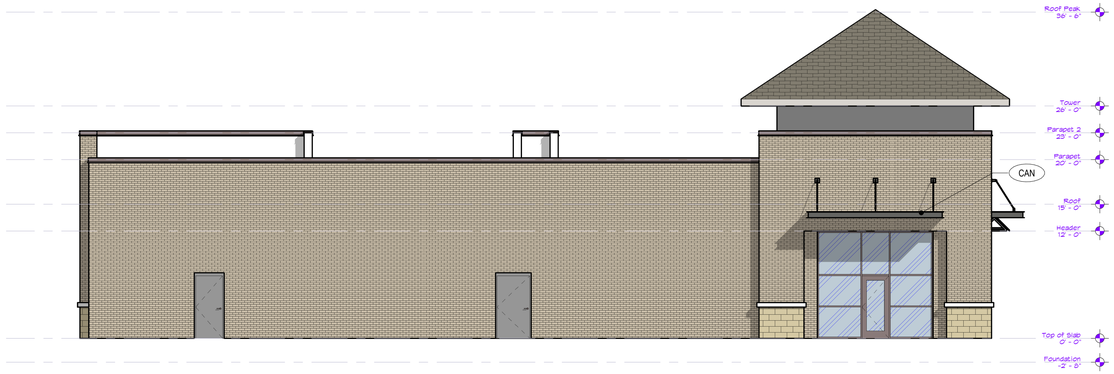
A201

Scale: As indicated

3/24/2022 4:28:16 PM
Z:\Revit and CAD Project Working Files\22022\22013-Sherman Multi-Family and Retail\22013-Building 3 Three Story Multifamily 2.rvt

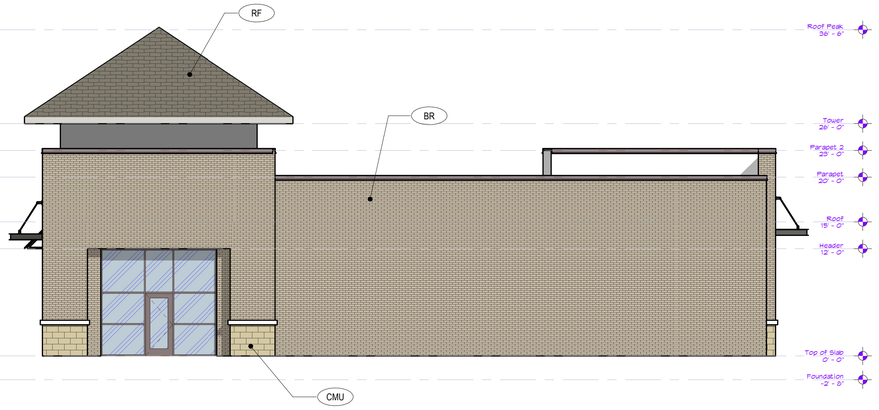


1 South Front Elevation
1/8" = 1'-0"



2 North Rear Elevation
1/8" = 1'-0"

4 West Left Elevation
1/8" = 1'-0"



3 East Right Elevation
1/8" = 1'-0"

AWN	AWNING SLOPED DARK BRONZE
BR	BRICK RUNNING BOND METRO BRICK
CAN	CANOPY FLAT DARK BRONZE
CMU	CMU RUNNING BOND WATERTABLE
FCB	FIBER CEMENT BOARD VERTICAL SIDING BOARD AND BATTEN 12" o.c. WHITE COLOR
GLA	GLASS BLUE - GREEN PPG DARK BRONZE MULLIONS
P1	PAINT COLOR #1 DARK BROWN
RF	ROOF COMPOSITION SHINGLE ARCHITECTURAL GAF

Material Legend
1/4" = 1'-0"

Seal:

NOT FOR CONSTRUCTION

THIS DOCUMENT MAY NOT BE USED FOR CONSTRUCTION, PERMITING, OR REGULATORY APPROVAL

Greg Guerin
Architect
TX License # 22011

Architect:

EAST STAR DESIGN
P.O. BOX 53
FORNEY, TX 75126 USA
(972) 200-7340
Architect@
EastStarDesign.com
TX Firm # BR 1785

Engineer / Design Consultant:

Owner:

prem@avanttax.com
michael@avanttax.com

Revisions:

No.	Description	Date

Retail

3012 Texoma Pkwy,
Sherman, TX 75090

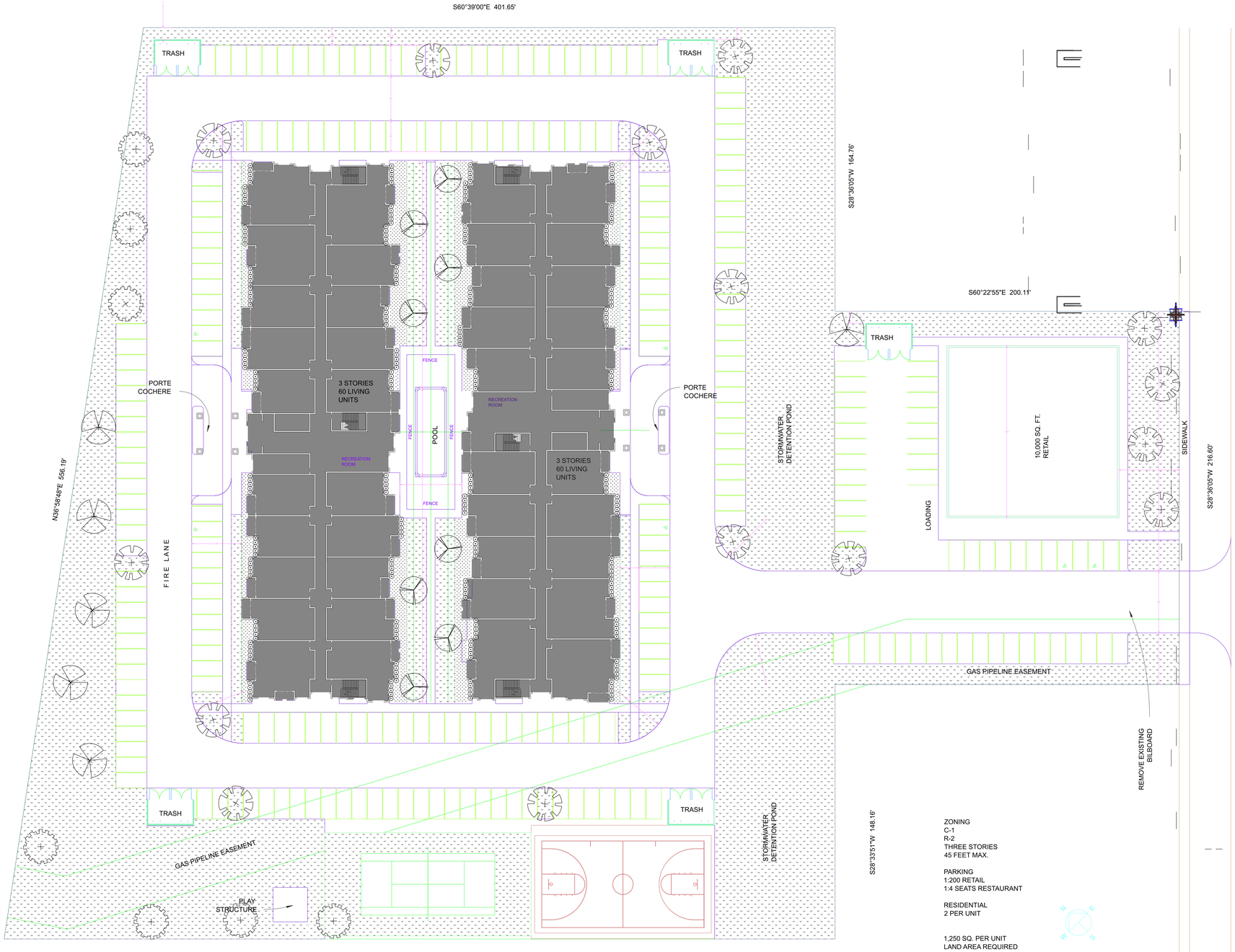
Elevations

Project number:	22013
Date:	3/24/2022 4:27:00 PM
Drawn by:	GG
Checked by:	-

A202

Scale: As indicated

3/24/2022 4:27:00 PM
Z:\Revit and CAD Project Working Files\2022\2201\3-Sherman Multi-Family and Retail\2201\3-Retail Building.rvt



ZONING
C-1
R-2
THREE STORIES
45 FEET MAX.

PARKING
1:200 RETAIL
1:4 SEATS RESTAURANT

RESIDENTIAL
2 PER UNIT

1,250 SQ. PER UNIT
LAND AREA REQUIRED

Landscape

Quantity	Symbol	Description
Ground Cover-Vines		
97329		Cynodon dactylon / Bermudagrass Sq. Ft.
1258		Euonymus fortunei / Wintercreeper 1 Gallon
Shrubs Under 4 Feet		
260		Ilex cornuta 'Burfordii Nana' / Holly, Dwarf Burford 24" Ht. Min.
Trees		
7		Quercus shumardii / Oak, Shumard 3 in cal min
14		Quercus virginiana / Oak, Southern Live 3 in cal min
8		Taxodium ascendens / Cypress, Pond 3 in cal min
6		Ulmus crassifolia / Elm, Cedar 3 in cal min

Parking and Driveway Area: 93,690 Sq. Ft.

Required Open Parking Landscape Area: 9,369 Sq. Ft. (10%)
Provided Open Parking Landscape Area: 71,360 Sq. Ft. (76%)

Required Landscape Area as Parking Islands: 3,748 Sq. Ft. (40% of Req. Open Parking Area)
Privided Landscape Area as Parking Islands: 3,805 Sq. Ft. (40.6% of Req. Open Parking Area)

0 15 30 60
1" = 30'

DAVID L. GARRISON
Landscape Design Studio
4445 Eldorado Drive
Plano, Texas 75093
214-668-4163
david@iPlanLandscapes.com

LANDSCAPE DESIGN STUDIO

LANDSCAPE PLAN

Sherman Residential & Retail
3012 Texoma Parkway
Sherman, Texas

REVISIONS:
None

DATE:
2/24/2022

JOB NUMBER:
220324

DRAWN BY:
David G

CHECKED BY:
N/A

SCALE:
1" = 30'

SHEET:
L - 1

REGISTERED LANDSCAPE ARCHITECT
DAVID L. GARRISON
1825
STATE OF TEXAS

3-24-2022

1 3D Axonometric Perspective

Seal:

NOT FOR CONSTRUCTION

THIS DOCUMENT MAY NOT BE USED FOR CONSTRUCTION, PERMITING, OR REGULATORY APPROVAL

Greg Guerin
Architect
TX License # 22011

Architect:

EAST STAR DESIGN
P.O. BOX 53
FORNEY, TX 75126 USA
(972) 200-7340
Architect@
EastStarDesign.com
TX Firm # BR 1785

Engineer / Design Consultant:

Owner:

PREM SHAH
prem@avanttax.com
michael@avanttax.com
Developer
Alsal Construction
Parwaiz Alam
parwaizalam@yahoo.com

Revisions:

No.	Description	Date

Retail and MultiFamily Development

3012 Texoma Pkwy,
Sherman, TX 75090

3D View

Project number:	21-013
Date:	3/24/2022 4:40:01 PM
Drawn by:	GG
Checked by:	-

A004

Scale

3/24/2022 4:40:01 PM

Z:\Revit and CAD Project Working Files\2022\2201\3-Sherman Multi-Family and Retail\22013-Site Plan 3012 Texoma Parkway Sherman, TX (03-21-22)_r4

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 10, 2022

East Star Design
Greg Guerin
PO Box 53
Forney, TX 75126

Helvey-Wagner Surveying
222 W. Main St
Denison, TX 750520

Avant Capital, LLC
5125 Village Creek Drive
Plano, TX 75093

David Garrison
Landscape Design Studio
4445 Eldorado Dr
Plano, TX 75093

Dear Applicants,

The request for a zone change from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District and site plan approval for a multi-family development and retail development at 3012 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 17, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning - C-2 (General Commercial) District to R-2 (Multi-Family Residential) District and site plan for a multifamily development:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-family residential) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4, Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. No building shall exceed 45 feet in height unless an exception is granted. (*Chapter 14, Exhibit A, Sec. 6.4)*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b))*
6. The trash dumpster will need to be located inside the main building area and screened. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*
7. Screening of the property is required. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d))*
8. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
9. A minimum six (6) foot masonry or wrought iron, with masonry columns, perimeter fence shall be provided to surround multi-family development. The masonry columns shall be separated at 24 feet on the portion of the development facing public streets, and 32 feet on all other portions of the development. A minimum six (6) foot solid screening device shall be provided where a multi-family development (R-2), commercial development (C-0, C-1, or C- 2), or a manufacturing development

(M-1, M-1.5, M-2) is adjacent to a single-family district (R-A, SF-1, or R-1). *(Chapter 14, Exhibit A, Section 7, Subsection 13(d))*

10. Landscaping is required that is 10 percent of the parking areas and drives in the parking area and of that 10 percent, 40 percent is required to be used as landscaped islands. *(Chapter 14, Exhibit A, Section 17(2)(a))*
11. The non-conforming billboard on the property shall be removed before a building permit will be issued. *(Chapter 14, Exhibit A, Section 5(3))*
12. Impact fees will be required if the property was not platted before June 7, 2021 *(Chapter 13, Article. 13.11)*
13. 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.
14. 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:

15. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
16. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154
17. Internal water and sewer lines will be privately owned and maintained.
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.
20. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02(c)
21. The location of the trash receptors must be approved by the Public Works Department.

Zoning – Site plan for retail development in a C-2 (General Commercial) District:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7, Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access lanes and codes shall be coordinated with the Fire Marshal 903-892-7267.
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. A parking space is considered to be 9'x20'. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. The parking ratio is one space per 200 square feet for retail uses. *(Chapter 14, Exhibit A, Section 6.6(4))*
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. Mutual Access Easement required upon platting.
10. 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
11. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)
12. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.
13. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02(c)
14. The location of the trash receptors must be approved by the Public Works Department.

It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 11.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

3012 TEXOMA PARKWAY

The request of Avant Capital, LLC (Owners), Greg Guerin, East Star Design (Representative/Architect), David L. Garrison Landscape Design Studio (Landscape Designer), and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 3012 Texoma Parkway, being 5.839 acres in the Reuben Hendrix Survey, Abstract No. 504 and also being Lot 2, Block 1, Aaron's Addition, as follows:

Planning and Zoning Commission

A. Zone change under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.
B. Site plan approval for a multi-family development.
C. Site plan approval for a retail development.

Background:

The property is located at 3012 Texoma Parkway between Gallagher Drive and Highway 82. The owner is requesting a zone change and site plan approval from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District for a multi-family complex. The owner is also requesting site plan approval for a retail building .

The owner would like to build two (2) three-story, 60-unit buildings (90 one-bedroom units; 24 two-bedroom units; and 6 three-bedroom units, totaling 240 bedrooms) and an 8,000 square foot retail building.

The following has been approved for this location:

- December 11, 2001 - Specific Use Permit to allow automobile sales in a C-2 (General Commercial) District

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Avant Capital, LLC (Owners)
Greg Guerin, East Star Design (Representative/Architect)
David L. Garrison Landscape Design Studio (Landscape Designer)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

12

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Elevations - Multi-Family
Elevations - Retail Building
Landscape Plan
Narrative
3D View
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6495

Amending Ordinance 6149 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to the Specific Use Permit to Allow a High School (Grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District at 2907 West Travis Street, being 94.760 acres in the Elizabeth Jones Survey, Abstract No. 625 (Sherman Independent School District, Owner; Tyson Bennett, Representative; and Mike Wilson, Teague Nall and Perkins, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit Amendment to Allow a High School (Grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District at 2907 West Travis Street, being 94.760 acres in the Elizabeth Jones Survey, Abstract No. 625 (Sherman Independent School District, Owner; Tyson Bennett, Representative; and Mike Wilson, Teague Nall and Perkins, Surveyor)

Background:

The property is located at 2907 West Travis Street, the northwest corner of West Moore and West Travis Streets and is zoned R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

The owner is requesting a Specific Use Permit amendment to allow them to add 183 parking spaces to the existing high school campus to accommodate staff and students. The additional parking will be located along the front (south) side and west side of the school. There are currently 700 parking spaces that were constructed with the original project. A proposed total of 883 parking spaces will be provided upon completion of these improvements.

The following have been approved for this location:

- August 21, 2018 - 2900 Block West Travis Street - Exception to allow a three-story (3), 75’ tall high school in lieu of the 35 foot, two-story (2) permitted in an R-1 (One Family Residential) District.
- August 21, 2018 - 2900 Block West Travis Street Exception to allow stadium lighting to be 90’ tall in lieu of the 35 foot, two-story(2) permitted in an R-1 (One Family Residential) District.

- August 21, 2018 - 2907 West Travis Street - Specific Use Permit To allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Origination:

Sherman Independent School District (Owner)
Tyson Bennett (Representative)
Mike Wilson, Teague Nall and Perkins (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 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.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6495
Exhibit A - Final Plat
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6495

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6149 AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT AN AMENDMENT TO THE SPECIFIC USE PERMIT TO ALLOW A HIGH SCHOOL (GRADES 9-12) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM 1417 OVERLAY) DISTRICT AT 2907 WEST TRAVIS STREET, BEING 94.760 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SHERMAN INDEPENDENT SCHOOL DISTRICT, OWNER; TYSON BENNETT, REPRESENTATIVE; AND MIKE WILSON, TEAGUE NALL AND PERKINS, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Sherman Independent School District (Owner), Tyson Bennett (Representative) and Mike Wilson, Teague Nall and Perkins (Surveyor) concerning the property at 2907 West Travis Street, being 94.760 acres in the Elizabeth Jones Survey, Abstract No. 625 are granted an Amendment to the Specific Use Permit to allow an Educational Facility/Preschool in a C-1 (Retail Business) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Final Plat**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the O-1.1 (FM 1417 Overlay) District, the Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b)*
5. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Additional Conditions:

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

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

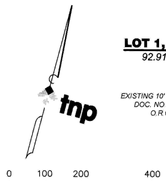
BY: _____
LINDA ASHBY, CITY CLERK

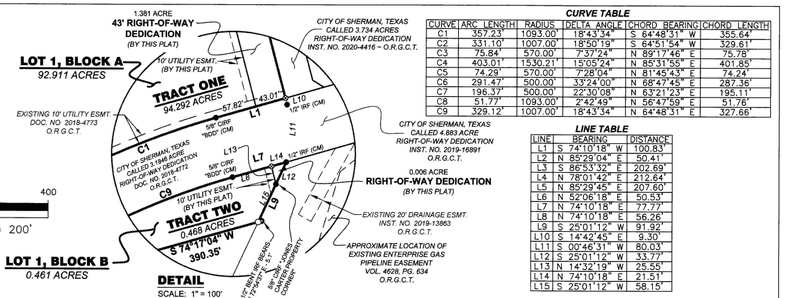
APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

LEGEND	
△	CALCULATED POINT
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
○	5/8" IRON ROD SET WITH CAP STAMPED "TNP"
⊖	"MAG" NAIL FND. (UNLESS NOTED OTHERWISE)
⊙	COTTON SPINDLE FND. (UNLESS NOTED OTHERWISE)
■	CONCRETE TxDOT MONUMENT FOUND
⊗	"X" CUT SET IN CONCRETE
⊘	POWER POLE
CIPF	CAPPED IRON PIPE FND.
CIRF	CAPPED IRON ROD FND.
ESMT	EASEMENT
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS GRAYSON COUNTY, TEXAS
	PLAT BOUNDARY LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	APPROXIMATE SURVEY LINE
	EASEMENT LINE



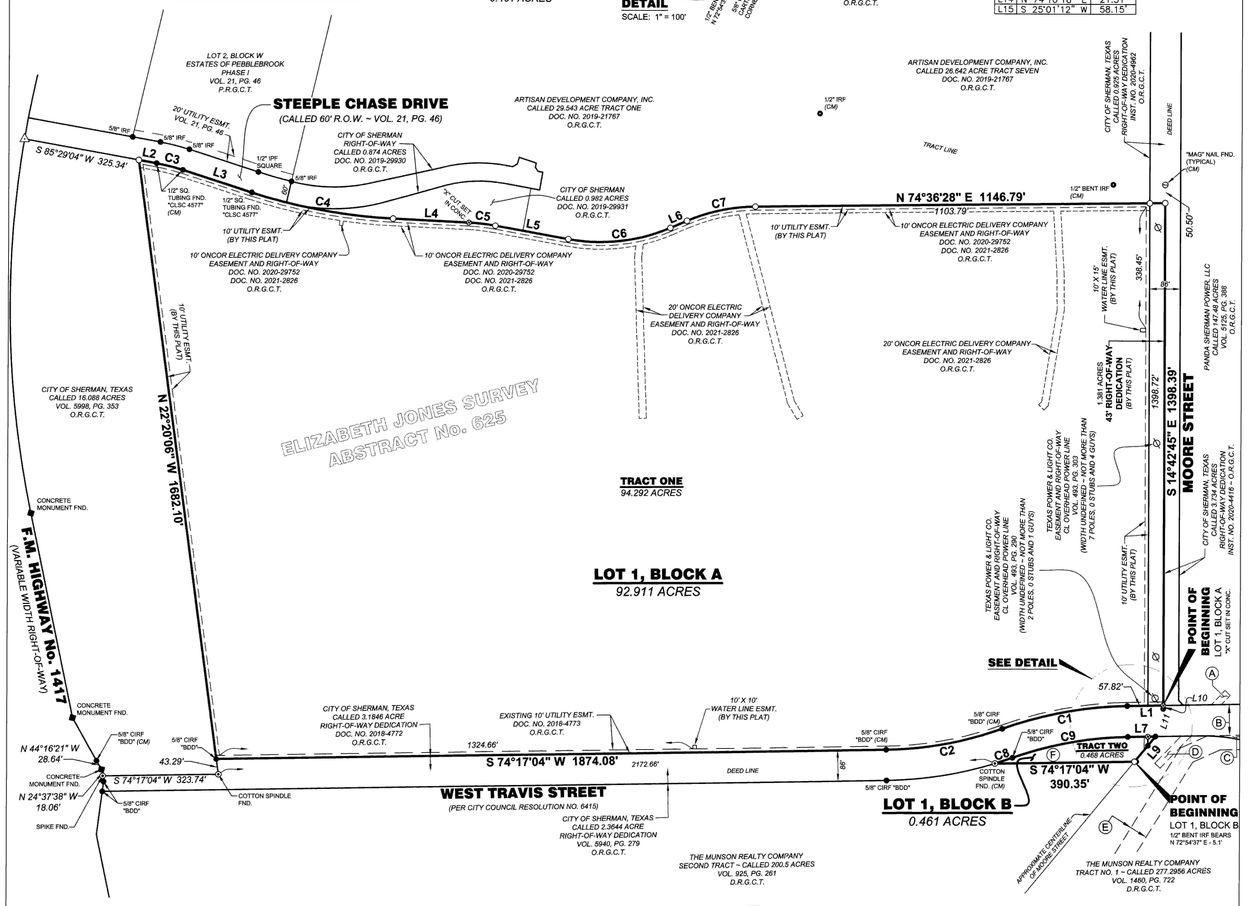


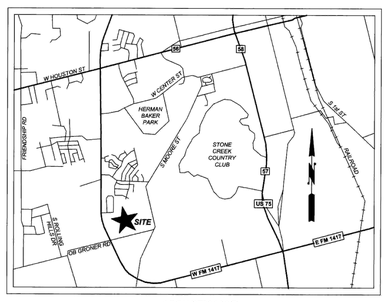
CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	357.23'	1093.00'	18°43'34"	S 64°48'31" W	355.64'
C2	331.10'	1007.00'	18°50'19"	S 64°51'54" W	329.61'
C3	75.84'	570.00'	7°37'24"	N 89°17'46" E	75.78'
C4	403.01'	1530.21'	15°05'24"	N 85°31'55" E	401.85'
C5	74.29'	570.00'	7°28'04"	N 81°45'43" E	74.24'
C6	291.47'	500.00'	33°24'00"	N 68°47'45" E	287.36'
C7	196.37'	500.00'	22°30'08"	N 63°21'23" E	195.11'
C8	51.77'	1093.00'	2°42'49"	N 56°47'09" E	51.76'
C9	329.12'	1007.00'	18°43'34"	N 64°48'31" E	327.66'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 74°10'18" W	100.83'
L2	N 85°29'04" E	50.41'
L3	S 86°53'32" E	202.69'
L4	N 78°01'42" E	212.64'
L5	N 85°29'45" E	207.60'
L6	N 52°06'18" E	50.53'
L7	N 74°10'18" E	77.77'
L8	N 74°10'18" E	56.26'
L9	S 25°01'12" W	91.92'
L10	S 14°42'45" E	9.30'
L11	S 00°46'31" W	80.03'
L12	S 25°01'12" W	33.77'
L13	N 14°32'19" W	25.55'
L14	N 74°10'18" E	21.51'
L15	S 25°01'12" W	58.15'





VICINITY MAP
NOT TO SCALE

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION & CERTIFICATIONS

PLAT NOTES:

1. *All lot corners are marked with a 5/8 inch iron rod with cap stamped "TNP" set, unless otherwise noted.*
2. *Bearings of lines shown hereon are referenced to Grid North of the Texas Coordinate System (North Central Zone No. 4202, NAD83 (2011) Epoch 2010), as derived locally from RTK Network continuously operating reference stations (CORS) via real time kinematic (RTK) survey methods. The distances shown hereon represent surface values using a surface adjustment factor of 1.000115804 to scale from grid to surface.*
3. *No portion of the subject property is located within the 100-Year Floodplain, as determined by scaled map location and graphical plotting on FEMA Flood Insurance Rate Map, Community Panel No. 48181C0400F, dated September 29, 2010, this property lies within Zone "X" (unshaded). Zone "X" - Other Areas (unshaded), is defined as areas determined to be outside the 0.2% annual chance floodplain.*
4. *This plat was prepared with benefit of that certain Title Commitment, GF No.1605-09SH, with effective date of April 21, 2017, provided by Fidelity National Title Insurance Company. For easements, rights-of-way and/or other matters of record that may affect this tract, the Surveyor relied solely on said Title Commitment.*

OWNER/DEVELOPER

SHERMAN INDEPENDENT
SCHOOL DISTRICT
2701 Loy Lake Road
Sherman, Texas
PH: 903-891-6400
FAX: 903-891-6407

SURVEYOR

TEAGUE NALL & PERKINS
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
PH: 940-383-4177
ttturner@tnpinc.com
T.B.P.L.S. Firm No. 10011601

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3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
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www.tnpinc.com
TBPELS FIRM 10011601

22118

L:\PROJECTS\SHI18076 Sherman High School\cad\survey\SHI18076 FINAL PLAT.dwg

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Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 8/19/2021 2:51:12 PM
In the PLAT Records
SHERMAN HIGH SCHOOL ADDITION
Doc Number: 2021 – 185
Number of Pages: 2
Amount: 75.00
Order#: 20210819000138
By: RC

A	*EXISTING 20' DRAINAGE ESMT. INST. NO. 2019-16894 O.R.G.C.T.*
B	*CITY OF SHERMAN, TEXAS CALLED 4.883 ACRE RIGHT-OF-WAY DEDICATION INST. NO. 2019-16891 O.R.G.C.T.*
C	*CITY OF SHERMAN, TEXAS CALLED 0.164 ACRE RIGHT-OF-WAY DEDICATION INST. NO. 2019-13861 O.R.G.C.T.*
D	*EXISTING 20' DRAINAGE ESMT. INST. NO. 2019-13863 O.R.G.C.T.*
E	*APPROXIMATE LOCATION OF EXISTING ENTERPRISE TEXAS PIPELINE EASEMENT VOL. 4628, PG. 634 ~ O.R.G.C.T.*
F	*SHERMAN INDEPENDENT SCHOOL DISTRICT PART OF A CALLED 98.362 ACRES VOL. 5998, PG. 299 O.R.G.C.T.*

FINAL PLAT

SHERMAN HIGH SCHOOL ADDITION

BEING 94.760 TOTAL ACRES OF LAND CONSISTING OF TWO TRACTS SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625

City of Sherman, Grayson County, Texas

SHI18076 **AUGUST 2021**

SHEET 1 OF 2

OWNERS CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS SHERMAN INDEPENDENT SCHOOL DISTRICT is the owner of a 94.292 acre tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 98.362 acre tract of land described in a General Warranty Deed to Sherman Independent School District, as recorded in Volume 5998, Page 299 of the Official Records of Grayson County, Texas, and being more particularly described as follows:

TRACT ONE

BEGINNING at an "X" cut in concrete set for corner in Moore Street, said point being in the East line of the above cited 98.362 acre tract, at the common corner between a called 3.1846 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2018-4772 of the Official Records of Grayson County, Texas, a called 4.883 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2019-16891 of the Official Records of Grayson County, Texas, and a called 3.734 acre tract of land described in a Special Warranty Deed to the City of Sherman, Texas, as recorded in Document No. 2020-4416 of the Official Records of Grayson County, Texas, from which a 1/2 inch iron rod found at an angle point in the East line of said 3.1846 acre tract and the West line of said 4.883 acre tract bears South 14°42'45" East a distance of 9.30 feet;

THENCE South 74°10'18" West departing the East line of said 98.362 acre tract and along the North line of said 3.1846 acre tract, for a distance of 100.83 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the beginning of a curve to the left;

THENCE in a Southwesterly direction, along the North line of said 3.1846 acre tract, and along said curve to the left having a central angle of 18°43'34", a radius of 1093.00 feet, a chord bearing of South 64°48'31" West, a chord distance of 355.64 feet and an arc length of 357.23 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the beginning of a reverse curve to the right;

THENCE in a Southwesterly direction, along the North line of said 3.1846 acre tract, and along said reverse curve to the right having a central angle of 18°50'19", a radius of 1007.00 feet, a chord bearing of South 64°51'54" West, a chord distance of 329.61 feet and an arc length of 331.10 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the end of said curve;

THENCE South 74°17'04" West along the North line of said 3.1846 acre tract, for a distance of 1874.08 feet to a 5/8 inch iron rod with cap stamped "BDD" found for the Northwest corner of said 3.1846 acre tract, said point also being in the West line of said 98.362 acre tract and the East line of a called 16.088 acre tract of land described in a General Warranty Deed to the City of Sherman, Texas, as recorded in Volume 5998, Page 353 of the Official Records of Grayson County, Texas, from which a cotton spindle found for the Southwest corner of said 3.1846 acre tract, the Southwest corner of said 98.362 acre tract and the Southeast corner of said 16.088 acre tract bears South 22°20'06" East a distance of 43.29 feet;

THENCE North 22°20'06" West along the West line of said 98.362 acre tract and the East line of said 16.088 acre tract, for a distance of 1682.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the Northwest corner of said 98.362 acre tract, said point being in the South line of Steeple Chase Drive, a called 60' wide right-of-way per the Final Plat of Estates of Pebblebrook, Phase I, as recorded in Volume 21, Page 46 of the Plat Records of Grayson County, Texas;

THENCE North 85°29'04" East along the North line of said 98.362 acre tract and the South line of said Steeple Chase Drive, for a distance of 50.41 feet to a 1/2 inch steel square tubing with cap stamped "CLSC 4577" found for corner at the beginning of a curve to the right;

THENCE in an Easterly direction, continuing along the North line of said 98.362 acre tract and the South line of said Steeple Chase Drive, and along said curve to the right having a central angle of 07°37'24", a radius of 570.00 feet, a chord bearing of North 89°17'46" East, a chord distance of 75.78 feet and an arc length of 75.84 feet to a 1/2 inch steel square tubing with cap stamped "CLSC 4577" found for corner at the end of said curve;

THENCE South 86°53'32" East continuing along the North line of said 98.362 acre tract and the South line of said Steeple Chase Drive, for a distance of 202.69 feet to a 1/2 inch steel square tubing with cap stamped "CLSC 4577" found for corner at the beginning of a non-tangent curve to the left;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract, the South line of said Steeple Chase Drive, and the South line of a called 0.982 acre tract of land described in a Deed to the City of Sherman, Texas, as recorded in Document No. 2019-29931 of the Official Records of Grayson County, Texas, and along said non-tangent curve to the left having a central angle of 15°05'24", a radius of 1530.21 feet, a chord bearing of North 85°31'55" East, a chord distance of 401.85 feet and an arc length of 403.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 78°01'42" East continuing along the North line of said 98.362 acre tract and the South line of said 0.982 acre tract, for a distance of 212.64 feet to an "X" cut in concrete set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract and the South line of said 0.982 acre tract, and along said curve to the right having a central angle of 07°28'04", a radius of 570.00 feet, a chord bearing of North 81°45'43" East, a chord distance of 74.24 feet and an arc length of 74.29 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 85°29'45" East continuing along the North line of said 98.362 acre tract and along the South line of said 0.982 acre tract part way, for a distance of 207.60 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract, and along said curve to the left having a central angle of 33°24'00", a radius of 500.00 feet, a chord bearing of North 68°47'45" East, a chord distance of 287.36 feet and an arc length of 291.47 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 52°06'18" East continuing along the North line of said 98.362 acre tract, for a distance of 50.53 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

THENCE in a Northeasterly direction, continuing along the North line of said 98.362 acre tract, and along said curve to the right having a central angle of 22°30'08", a radius of 500.00 feet, a chord bearing of North 63°21'23" East, a chord distance of 195.11 feet and an arc length of 196.37 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the end of said curve;

THENCE North 74°36'28" East continuing along the North line of said 98.362 acre tract, passing a 5/8 inch iron rod with cap stamped "TNP" set for the Southwest corner of a called 0.925 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2020-4962 of the Official Records of Grayson County, Texas, at a distance of 1103.79 feet, and continuing along the North line of said 98.362 acre tract and the South line of said 0.925 acre tract for a total distance of 1146.79 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the Northeast corner of said 98.362 acre tract and the Southeast corner of said 0.925 acre tract, said point being within Moore Street and lying in the West line of said 3.734 acre tract, from which a Mag Nail found for an angle point in the East line of said 0.925 acre tract bears North 14°42'45" West a distance of 50.50 feet;

THENCE South 14°42'45" East along said Moore Street, and along the East line of said 98.362 acre tract and the West line of said 3.734 acre tract, for a distance of 1398.39 feet to the **POINT OF BEGINNING**, and containing 94.292 acres of land, more or less.

TRACT TWO

WHEREAS SHERMAN INDEPENDENT SCHOOL DISTRICT is the owner of a 0.468 acre tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being part of a called 98.362 acre tract of land described in a General Warranty Deed to Sherman Independent School District, as recorded in Volume 5998, Page 299 of the Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TNP" set for corner in the approximate centerline of Moore Street, said point being in the South line of the above cited 98.362 acre tract at the Northeast corner of a called 200.5 acre tract of land described as the Second Tract in a Warranty Deed to The Munson Realty Company, as recorded in Volume 925, Page 261 of the Deed Records of Grayson County, Texas, from which a bent 1/2 inch iron rod found bears North 72°54'37" East a distance of 5.1 feet;

THENCE South 74°17'04" West along the South line of said 98.362 acre tract and the North line of said 200.5 acre tract, for a distance of 390.35 feet to a cotton spindle found for the most Easterly corner of a called 2.3644 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Volume 5940, Page 279 of the Official Records of Grayson County, Texas, said point also being in the Southerly line of a called 3.1846 acre tract of land described in a Right-of-Way Dedication Deed to the City of Sherman, Texas, as recorded in Document No. 2018-4772 of the Official Records of Grayson County, Texas;

THENCE in a Northeasterly direction, along the Southerly line of said 3.1846 acre tract, and along a non-tangent curve to the left having a central angle of 02°42'49", a radius of 1093.00 feet, a chord bearing of North 56°47'59" East, a chord distance of 51.76 feet and an arc length of 51.77 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the beginning of a reverse curve to the right;

THENCE in a Northeasterly direction, continuing along the Southerly line of said 3.1846 acre tract, and along said reverse curve to the right having a central angle of 18°43'34", a radius of 1007.00 feet, a chord bearing of North 64°48'31" East, a chord distance of 327.66 feet and an arc length of 329.12 feet to a 5/8 inch iron rod with cap stamped "BDD" found for corner at the end of said curve;

THENCE North 74°10'18" East continuing along the Southerly line of said 3.1846 acre tract, for a distance of 77.77 feet to a 1/2 inch iron rod found for the most Easterly Southeast corner of said 3.1846 acre tract and the Northwest corner of a called 277.2956 acre tract of land described as Tract No. 1 in a Deed to The Munson Realty Company, as recorded in Volume 1460, Page 722 of the Deed Records of Grayson County, Texas, from which a 1/2 inch iron rod found at an angle point in the East line of said 3.1846 acre tract bears North 00°46'31" East a distance of 80.03 feet;

THENCE South 25°01'12" West along the West line of said 277.2956 acre tract, for a distance of 91.92 feet to the **POINT OF BEGINNING**, and containing 0.468 acres of land, more or less.

SEE SHEET 1 OF 2 FOR PLAT DRAWING

OWNER/DEVELOPER

SHERMAN INDEPENDENT
SCHOOL DISTRICT
2701 Loy Lake Road
Sherman, Texas
PH: 903-891-6400
FAX: 903-891-6407

SURVEYOR

TEAGUE NALL & PERKINS
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
PH: 940-383-4177
ttturner@tnpinc.com
T.B.P.L.S. Firm No. 10011601

teague nall and perkins
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 ph 940.383.8026 fx
www.tnpinc.com
TBPELS FIRM 10011601

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STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT SHERMAN INDEPENDENT SCHOOL DISTRICT, being the owner of the hereinabove described property, does hereby adopt this Final Plat, designating the herein described property as **SHERMAN HIGH SCHOOL ADDITION**, an Addition to the City of Sherman, Grayson County, Texas, 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 of any buildings, fences, trees, shrubs or other improvements or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have the right to ingress and egress to, 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.

SHERMAN INDEPENDENT SCHOOL DISTRICT

BY: _____ Date: AUGUST 18, 2021.
Authorized Representative

TYSON BENNETT
Printed Name

Asst. Supt for Finance & Operations
Title

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 **Tyson Bennett** 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 considerations therein expressed.

WITNESS my hand and seal of office, this the 18th day of August, 2021.

Notary Public in and for the State of Texas

Commission Expires: 9/26/21

JENNIFER R. MORSE
Notary Public, State of Texas
Comm. Expires 09-26-2021
Notary ID 131294749

SURVEYOR'S CERTIFICATE

I, Todd B. Turner, Registered Professional Land Surveyor, State of Texas, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were found or set as described, and that this plat correctly represents the survey made by me or under my direction and supervision and is in accordance with the Platting Rules and Regulations of the City of Sherman, Texas.

Todd B. Turner, R.P.L.S.
Texas Registration No. 4859

STATE OF TEXAS
REGISTERED
TODD B. TURNER
4859
PROFESSIONAL
LAND SURVEYOR

DATE: August 17, 2021.

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Todd B. Turner, 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 considerations therein expressed.

WITNESS my hand and seal of office, this the 17th day of August, 2021.

Notary Public in and for the State of Texas

Commission Expires: March 20, 2022

ANDY COX
Notary Public
STATE OF TEXAS
ID 12975603-0
My Comm. Exp. March 20, 2022

CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

Approved this 18th day of September, 2018 2021. by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

CERTIFICATE OF ACCEPTANCE BY THE CITY COUNCIL:

Accepted by the City Council of the City of Sherman:

Mayor, City of Sherman, Texas 08/18/2021
Date

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of **SHERMAN HIGH SCHOOL ADDITION**, an Addition to the City of Sherman, was submitted to the City Council on the 15th day of October, 2018 2021. 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 18th day of August, A.D. 2021.

City Clerk, City of Sherman, Texas

CITY OF SHERMAN, TEXAS

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 8/19/2021 2:51:12 PM
In the PLAT Records
SHERMAN HIGH SCHOOL ADDITION
Doc Number: 2021 – 185
Number of Pages: 2
Amount: 75.00
Order#: 20210819000138
By: RC

FINAL PLAT

SHERMAN HIGH SCHOOL ADDITION

BEING 94.760 TOTAL ACRES OF LAND CONSISTING OF TWO TRACTS SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625

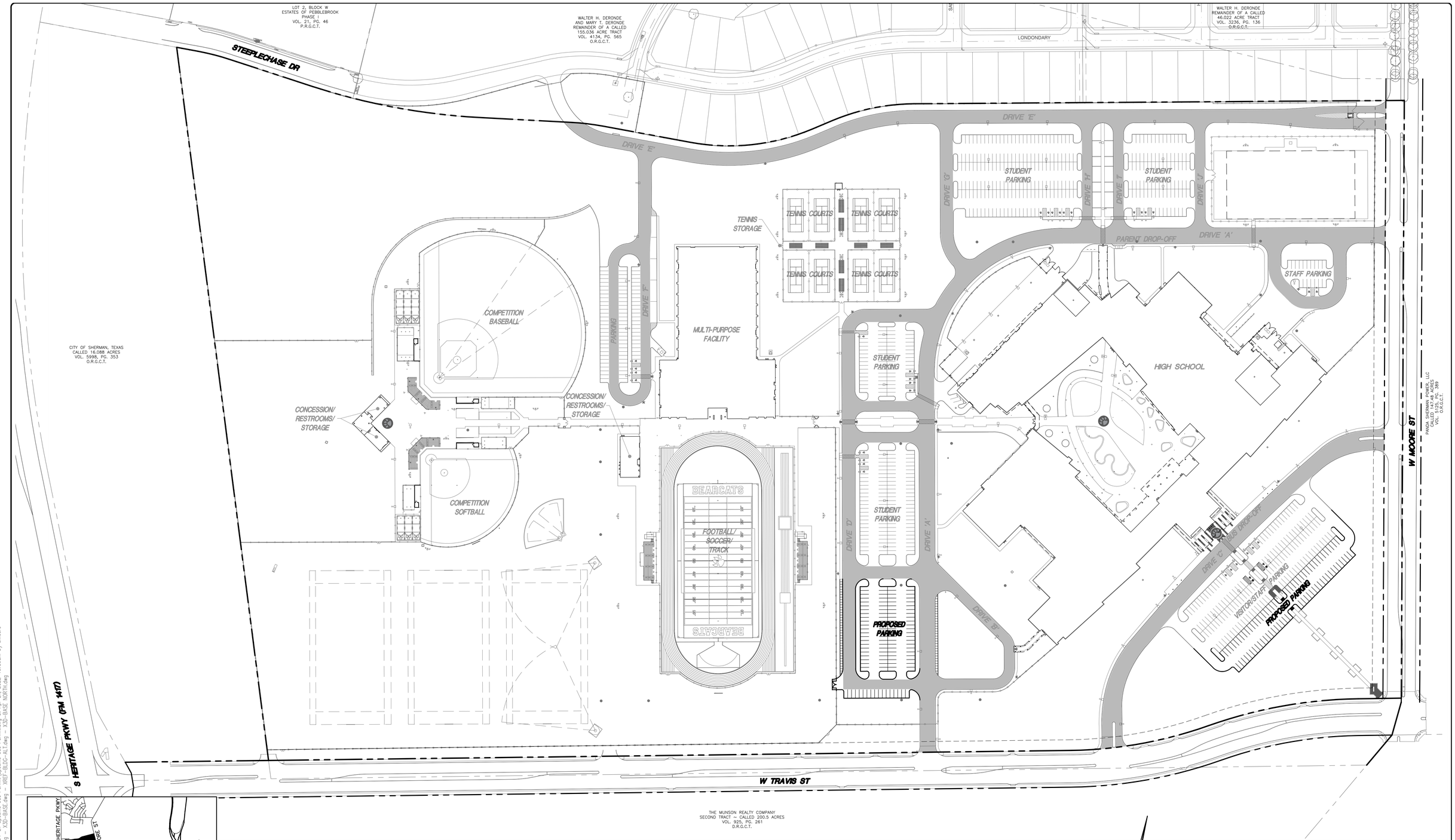
City of Sherman, Grayson County, Texas

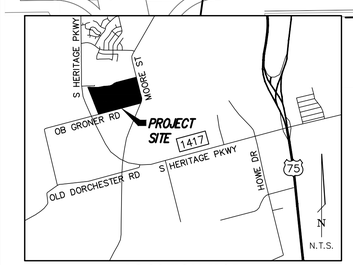
E-9-460

SHI18076 **AUGUST 2021**

SHEET 2 OF 2

EXHIBIT B





LOCATION MAP
N.T.S.

Chairman, City of Sherman
Planning and Zoning Commission

Date

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

LEGEND

FIRE LANE

PARKING DATA

PROVIDED PARKING:

TOTAL STANDARD PARKING:	850 SPACES
TOTAL HANDICAP PARKING:	33 SPACES
TOTAL PARKING:	883 SPACES

GRAPHIC SCALE
100 0 50 100 200
GRAPHIC SCALE: 1" = 100'

SPECIFIC USE PERMIT
SITE PLAN
SHERMAN HIGH SCHOOL
LOT 1, BLOCK A & LOT 1, BLOCK B
SITUATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
APRIL 2022

Drawing: C:\PROJECTS\VALK16250\CAD\Exhibits\2022-04-21 Specific Use Permit\Specific Use Permit.dwg at Apr 21, 2022-10:56am by cmoore
Layout: Layout1 Xrefs: X3D-WCS.dwg - X3D-SIG.dwg - X3D-BASE.dwg - XREF-BLDG-ALT.dwg - X3D-BASE NORTH.dwg

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Sherman
CLASSIC TOWN. BROAD HORIZON.

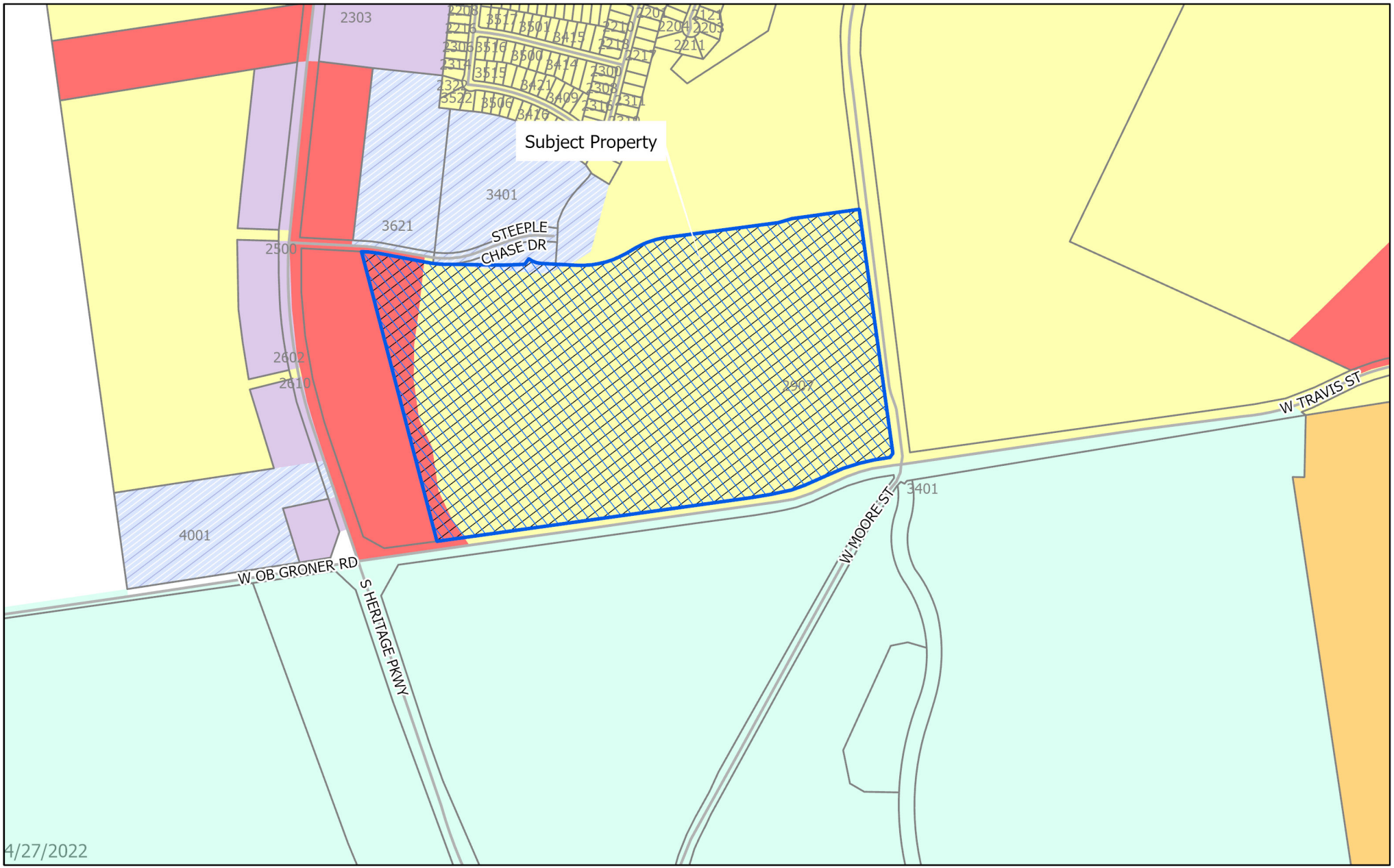
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(2907 West Travis St)

N
W E
S

Date: 4/27/2022 11:26 AM

Scale: 1:9,231



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(2907 West Travis St)

N W E S

Scale: 1:8,796

Date: 4/27/2022 11:26 AM

2907 W Travis St

www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
SAN ANTONIO
CYPRESS
SUGAR LAND

GEORGIA
BLAIRSVILLE
ALBANY

April 21, 2022

Mr. Rob Rae
Director of Development Services
City of Sherman
220 W Mulberry Street
Sherman, Texas 75090

RE: Sherman High School
Specific Use Permit (SUP) Amendment
Project Narrative

Dear Mr. Rae,

Sherman ISD plans to expand parking at the existing High School campus to accommodate staff and students. The additional parking will be located along the front (south) side and west side of the school. There are currently 700 parking spaces that were constructed with the original project. A proposed total of 883 parking spaces will be provided upon completion of these improvements.

Should have any questions, please do not hesitate to contact me at 817.336.5773.

Sincerely,
tnp
teague nall & perkins

Michael Wilson

Michael Wilson
Associate Principal, Director of Engineering Services

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 10, 2022

Sherman ISD
Tyson Bennett
2701 Loy Lake Rd
Sherman, TX 75090

Teague Nall & Perkins
Mike Wilson
5237 N. Riverside Dr. #100
Ft. Worth, TX 76137

Dear Applicants,

The request for a Specific Use Permit amendment and site plan approval to allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District located at 2907 West Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 17, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the O-1.1 (FM 1417 Overlay) District, the Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b)*
5. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

2907 WEST TRAVIS STREET

The request of Sherman Independent School District (Owner), Tyson Bennett (Representative) and Mike Wilson, Teague Nall and Perkins (Surveyor) concerning the property at 2907 West Travis Street, being 94.760 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Amendment to the Specific Use Permit and site plan approval to allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Background:

The property is located at 2907 West Travis Street, the northwest corner of West Moore and West Travis Streets and is zoned R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

The owner is requesting a Specific Use Permit amendment to allow them to add 183 parking spaces to the existing high school campus to accommodate staff and students. The additional parking will be located along the front (south) side and west side of the school. There are currently 700 parking spaces that were constructed with the original project. A proposed total of 883 parking spaces will be provided upon completion of these improvements.

The following have been approved for this location:

- August 21, 2018 - 2900 Block West Travis Street - Exception to allow a three-story (3), 75’ tall high school in lieu of the 35 foot, two-story (2) permitted in an R-1 (One Family Residential) District.
- August 21, 2018 - 2900 Block West Travis Street Exception to allow stadium lighting to be 90’ tall in lieu of the 35 foot, two-story(2) permitted in an R-1 (One Family Residential) District.
- August 21, 2018 - 2907 West Travis Street - Specific Use Permit To allow a high school (grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District.

Adjacent Zoning:

R-1 (One-Family Residential) District
R-2 (Multi-Family Residential) District
C-1 (Retail Business) District
PD (Planned Development

Origination:

Sherman Independent School District (Owner)
Tyson Bennett (Representative)
Mike Wilson, Teague Nall and Perkins (Surveyor)

Master Plan Designation:

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

and

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

Number of notices mailed:

9

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Plat
Site Plan
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6496

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located in the 1300-1400 Blocks West Taylor Street, being 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 (Terrell 176 Partners, LLC, Owner; Bryan Moore, Representative; DBA Architects, Architect; Kimley-Horn and Associates (Engineer), MDG Landscape Architects, Landscape Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Terrell 176 Partners, LLC (Owner), Bryan Moore (Representative), DBA Architects (Architect), Kimley-Horn and Associates (Engineer), MDG Landscape Architects (Landscape Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located in the 1300-1400 Blocks West Taylor Street, being 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 for a Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District and C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located in the 1300-1400 Blocks West Taylor Street between Park Place and Westside Drive. The owner is requesting a zone change approval from an R-1 (One-Family Residential) District and C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District for a multi-family development.

The 32.643-acre project is located on the south frontage of the 1400 block of W. Taylor Street. The developer's intent is to build 560 market rate apartment units in 2 phases. Each phase would have its own (approximate) 6000 sf. club, leasing, fitness center and resort-style pool. The project would consist of a combination of 3-story walkup breezeway (garden style) buildings and 2-story carriage house style townhome buildings, all for rent. The project is surface parked with about 40% of the units/tenants having the ability to rent a private garage or have a direct access garage. The buildings would be built in the Craftsman/California Bungalow style of architecture with board and batten, lap, (wood look) siding and trim with faux stone accents.

The following has been approved for this location:

- November 16, 2010 - 1300 West Taylor Street - Zone Change Tract 1: 3.43 acres R-1 (One Family Residential) District to C-1 (Retail Business) District Tract 2: 15.74 acres R-1 (One Family Residential) District to R-2 (Multi-Family Residential) District.
- June 8, 2004 - 1328 West Taylor Street - Temporary Use Permit to allow a Concession Stand May through September.
- April 12, 1994 through July 21, 2020 - 1330 West Taylor Street - Temporary Use Permit to allow a Snow Cone Stand May through September.
- July 17, 2007 through June 18, 2019 - 1400 West Taylor Street - Temporary Use Permit to allow a Haunted House from October 4th through November 2nd, 2019 and February 13th through 15th, 2020 in an R-1 (One Family Residential) District, R-2 (Multi-Family Residential) District and C-1 (Retail Business) District.
- April 14, 1987 and May 10, 1988 - 1400 West Taylor Street - Temporary Use Permit to allow a Snow Cone Stand May through September.

Origination:

Terrell 176 Partners, LLC (Owner)
Bryan Moore (Representative)
DBA Architects (Architect), Kimley-Horn and Associates (Engineer)
MDG Landscape Architects (Landscape Architect)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 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.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6496
Exhibit A - Survey/Legal Desc.
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Architectural Site Plan
Landscape Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6496

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT LOCATED IN THE 1300-1400 BLOCKS WEST TAYLOR STREET, BEING 32.580 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (TERRELL 176 PARTNERS, LLC, OWNER; BRYAN MOORE, REPRESENTATIVE; DBA ARCHITECTS, ARCHITECT; KIMLEY-HORN AND ASSOCIATES, ENGINEER, MDG LANDSCAPE ARCHITECTS, LANDSCAPE ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; 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/Legal Description**, attached hereto, located in the 1300-1400 Blocks West Taylor Street, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Easement Certification:
1) The location of easement to Texas Power & Light Co. in Vol. 247, Pg. 288, D.R.G.C.T. DOES AFFECT the subject proeprty, as shown heroen.
2) The location of easement to Texas Power & Light Co. in Vol. 251, Pg. 480, D.R.G.C.T. DOES AFFECT the subject property; however, the exact location cannot be determined with information provided.
3) The location of easement to the City of Sherman in Vol. 827, Pg. 431, D.R.G.C.T. DOES NOT AFFECT the subject proeprty;
4) The location of easement to C.W. Anderson, Jr. and Betty Anderson in Vol. 1049, Pg. 203, D.R.G.C.T. DOES AFFECT all of the Anderson Slaughtering and Processing 1.6890 ac. tract shown hereon.
5) The location of easement to Anderson Slaughtering and Processing, Inc. in Vol. 1049, Pg. 205, D.R.G.C.T. DOES AFFECT all of the Anderson Slaughtering and Processing 1.6890 ac. tract shown hereon.
6) The location of easement to C. Weldon Anderson and Betty Anderson in Vol. 1184, Pg. 317 and Vol. 1275, Pg. 622, D.R.G.C.T. DO AFFECT the subject property as shown hereon.
7) The location of access easement to Jarrod Weldon Anderson and Alida Anderson in Vol. 2575, Pg. 370, O.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.
8) The location of 10 ft. wide sanitary sewer easement in Vol. 2580, Pg. 415, O.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.
9) The location of 20 ft. wide sanitary sewer easement to the City of Sherman, Texas in Vol. 3078, Pg. 289, O.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone (4202), as derived by survey-grade Global Positioning System. The distances shown hereon are ground distances.

Taylor Street
a public street – conc. curb & gutter w/ asphalt paving

P.O.B.
1/2" capped rebar found (SARTIN 3694)

City of Sherman tract of land (Fairview Park) part of 86.83 acre tract surveyed by Marshall L. Sartin, RPLS 3694 in Oct./Nov. 2008 *no deed reference*

City of Sherman 1.9894 Acres Vol. 5120, Page 10, O.P.R.G.C.T.

Anderson 0.817 ac. referenced hereon

Anderson 0.04 ac. referenced hereon

Anderson Slaughtering 1.6890 ac. referenced hereon

Anderson 1.00 ac. referenced hereon

Cynthia E. Pallett 1.06 ac. referenced hereon

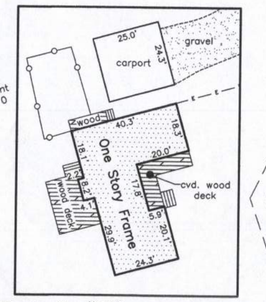
Owner: F.L. Arrow Wood Apartments, LTD Vol. 3785, Pg. 560 O.P.R.G.C.T.

Owner: Sherman C & G Properties, LTD Tract B in Vol. 5051, Pg. 80, O.P.R.G.C.T.

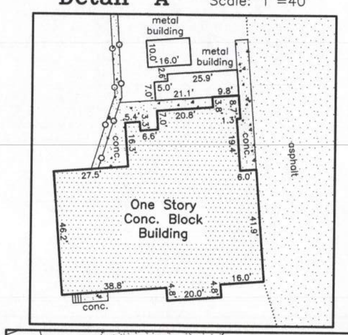
part of the C.W. Anderson, Jr. (75% interest) "called" 32.643 acres referenced hereon and Sanders, O'Hanlon & Motley, P.L.L.C., & The Richardson Law Firm (25% interest) "called" 351-/2 ac. Vol. 4938, Pg. 259 O.P.R.G.C.T.

See Detail "A"
See Detail "B"
See Detail "C"
See Detail "D"

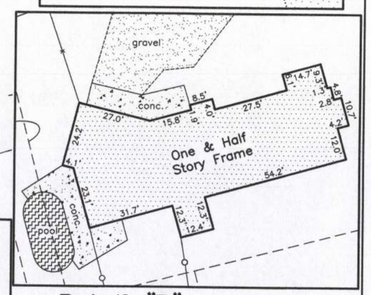
Detail "C" Scale: 1"=40'



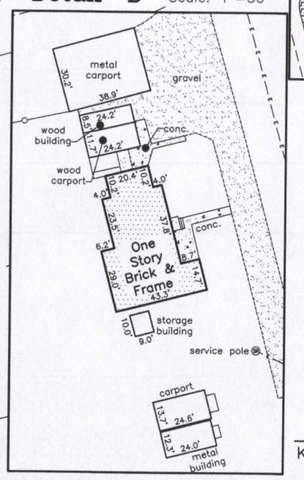
Detail "A" Scale: 1"=40'



Detail "B" Scale: 1"=40'



Detail "D" Scale: 1"=50'



Line Table		
Line #	Length	Bearing
L1	63.00'	S59°19'08"W
L2	56.53'	S15°59'08"W
L3	12.51'	S83°56'41"W
L4	41.41'	N07°12'18"E
L5	77.62'	N38°10'58"W
L6	63.24'	N25°46'18"W
L7	79.68'	S47°07'04"W
L8	50.46'	S68°08'36"W
L9	45.01'	N81°34'09"W
L10	53.97'	S89°07'42"W
L11	39.23'	N68°59'16"W
L12	88.60'	N53°01'19"W
L13	95.59'	N59°56'46"W

Line Table		
Line #	Length	Bearing
L14	88.07'	N41°20'33"W
L15	101.61'	N77°57'10"W
L16	31.82'	N53°36'51"W
L17	52.41'	N33°46'17"W
L18	67.70'	N07°10'42"W
L19	127.30'	N31°32'37"W
L20	88.63'	N16°12'04"W
L21	28.65'	N39°00'28"E
L22	36.80'	N09°40'45"W
L23	113.19'	N50°10'34"W
L24	34.67'	N13°35'00"W
L25	64.13'	N06°59'42"E
L26	67.56'	N76°30'48"E

32.580 Acres

being part of the C.W. Anderson, Jr. "called" 32.893 ac. in Vol. 1369, Pg. 201, D.R.G.C.T. all of the Sanders, O'Hanlon & Motley, PLLC and The Richardson Law Firm (25% interest) "called" 32.619 acres *(a part of said Anderson 32.643 ac.)* in Vol. 4938, Pg. 259, O.P.R.G.C.T. all of the Cynthia E. Pallett 1.06 Acres *(a portion formerly a part of said Anderson 32.643 ac.)* in Vol. 3788, Pg. 587, O.P.R.G.C.T. all of the Jarrod Weldon Anderson & Alida K. Anderson 1.00 Acres *(formerly a part of said Anderson 32.643 ac.)* in Vol. 2575, Pg. 370, O.P.R.G.C.T. all of the Charles Edward Anderson & Rosemary Anderson 0.817 Acres *(formerly a part of said Anderson 32.643 ac.)* Vol. 1702, Pg. 128, D.R.G.C.T. all of the Charles Edward Anderson & Rosemary Anderson 0.04 acres *(formerly a part of said Anderson 32.643 ac.)* Vol. 4031, Pg. 317, O.P.R.G.C.T. and all of the Anderson Slaughtering and Processing, Inc. 1.6890 Acres Vol. 1049, Pg. 205, D.R.G.C.T.

J. B. McAnair Survey
Abstract No. 763
City of Sherman,
Grayson County, Texas

Block 3
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Lot 11
Lot 12

Western Hills Addition, Section 2, to the City of Sherman, Texas Vol. I, Pg. 87, P.R.G.C.T.

Replat of Block 3 and Lots 14-18, Block 4 Western Hills Addition, Section 3, to the City of Sherman, Texas Vol. I, Pg. 87, P.R.G.C.T.

Block No. II
Replat of Lots 6 thru 45, Block Two Haven Addition, City of Sherman, Texas Vol. G, Pg. 29, P.R.G.C.T.

Block 2

Park Place
McGee Street
Westside Drive
Newman Drive
Block 1

center of Post Oak Creek

Zone "X" 500-year Flood Hazard Area

approximate location of Zone "AE" 100-year Flood Hazard Area as scaled from FEMA Flood Insurance Rate Map referenced hereon

area shown on Western Hills Addition, Section 2 (no lot number given) and part of the Anderson 32.893 ac.

no deed reference

floodway

100 ft. wide easement to Texas Power & Light Co. in Vol. 247, Pg. 288, D.R.G.C.T.

10' sanitary sewer easement Vol. 2575, Pg. 370, & Vol. 2580, Pg. 415, O.P.R.G.C.T.

20' sanitary sewer easement Vol. 3078, Pg. 289, O.P.R.G.C.T.

20' access easement in Vol. 1184, Pg. 317

20' wide access easement in Vol. 1275, Pg. 622

10' drainage & utility easement per Vol. 6, Pg. 29

Commercial Building Solutions "called" 0.85 acres (seventh tract listed) Vol. 4720, Pg. 635 O.P.R.G.C.T.

Commercial Building Solutions "called" 0.54 acres (fourth tract listed) Vol. 4720, Pg. 635 O.P.R.G.C.T.

City of Sherman tract of land (Tract No. 2) Vol. 2005, Pg. 449, R.P.R.G.C.T.

Hopewell Heritage Foundation, Inc. property Vol. 5957, Pg. 486 O.P.R.G.C.T.

Kevin B. Holt 0.547 Acres (Tract 2) Inst. No. 2018-18480, O.P.R.G.C.T.

Owners: Charles Edward Anderson, Trustee of the C.W. Anderson, Jr. Testamentary Trust; Sanders, O'Hanlon & Motley, P.L.L.C. and RA and L Sanders Family Limited Partnership; Charles Edward Anderson and Rosemary Anderson; Jarrod Weldon Anderson and Alida K. Anaderson (aka: Alida Kay Anderson); Anderson Slaughtering and Processing, Inc. and Cynthia A. Pallett

Buyer: Thomas D. Willis, II

This survey is for the sole benefit of the transaction by and between: the owner(s) and buyer stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon. Field Notes attached hereto.

A portion of the subject property shown hereon lies within the limits of a Zone "AE" 100-year Flood Hazard Area, as scaled from the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0270 F, Revised Date: September 29, 2010.

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: July 19, 2021

Scale: 1"=100'

Legend:
— ℄ — ℄ — electrical dist. line
—— ss —— sanitary sewer line

Job No. BGS450721

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Z:\Shared Projects\Land Projects R2\33-Acres-J-B-McAnair-Survey\Drawings\Anderson-Property.dwg 7/18/2021 7:18 PM

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES
32.580 Acres

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the J. B. McAnair Survey, Abstract No. 763 and part of the "*called*" 32.643 acre tract of land described as 35-1/4 acres less and except three tracts of land totaling 2.670 acres conveyed by Warranty Deed from Elsie L. Anderson, Independent Executrix of the Estate of C.W. Anderson, Sr., John W. Anderson, Patricia Louise Stinnett, and Nancy J. Anderson, to C. W. Anderson, Jr., on December 30, 1976, recorded in Volume 1369, Page 201, Deed Records, Grayson County, Texas and all of the following described tracts of land: **1)** "called" 32.619 acre tract of land described as 35.5 acres less and except 5 tracts of land totaling 2.881 acres conveyed by Warranty Deed from Charles Edward Anderson, Individually and as Independent Executor of the Estate of C.W. Anderson, Jr. and Trustee of the C.W. Anderson, Jr, Testamentary Trust to Sanders O'Hanlon & Motley, P.L.L.C. and The Richardson Law Firm on September 30, 2010 and recorded in Volume 4938, Page 259, Official Public Records, Grayson County, Texas *(said 32.619 ac. being a part of said Anderson 32.643 ac.)*; **2)** the 1.06 acre tract of land conveyed by Special Warranty Deed from Charles Edward Anderson and Gary L. Anderson to Cynthia E. Pallett, on December 30, 2004, recorded in Volume 3788, Page 587, said Official Public *Records (a portion of said Pallett 1.06 ac. a part of said Anderson 32.643 ac.)*; **3)** the 1.00 acre tract of land conveyed by Warranty Deed from Betty Ruth Anderson, to Jarrod Weldon Anderson and Alida K. Anderson, on September 24, 1997, recorded in Volume 2575, Page 370, said Official Public Records *(said 1.00 ac. being a part of said Anderson 32.643 ac.);* **4)** the 0.817 acre tract of land conveyed by Warranty Deed from C. W. Anderson, Jr., and Betty R. Anderson, to Charles Edward Anderson, and Rosemary Anderson, on June 27, 1984, recorded in Volume 1702, Page 128, said Deed Records, *(said 0.817 ac. being a part of said Anderson 32.643 ac.*); **5)** the 0.04 acre tract and/or 1,897 square foot tract of land conveyed by Charles Edward Anderson and Larry L. Anderson, Individually and as Successor Trustees to Charles Edward Anderson and Rosemary Anderson on March 27, 2006 and recorded in Volume 4031, Page 317, said Official Public Records *(said 0.04 ac. being a part of said Anderson 32.643 ac.)* and **6)** the 1.6890 acre tract of land conveyed by Warranty Deed from C. W. Anderson, Jr., and Betty R. Anderson, to Anderson Slaughtering and Processing, Inc., on March 8, 1966, recorded in Volume 1049, Page 205, said Deed Records, Grayson County, Texas, and being more particularly described as one tract by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found stamped (*SARTIN 3694*) in the South right-of-way line of Taylor Street, a public street, at the most Northern Northeast corner of said Anderson 32.632 ac. and Northeast corner of both said Anderson 0.817 ac. and the herein described tract;

THENCE South 14 deg. 36 min. 32 sec. East, with the East line of both said Anderson 32.632 ac. and 0.817 ac., **PASSING** a ½ inch rebar found at 15.68 ft. at the Northwest corner of Block 1, Replat of Lots 6 thru 45, Wood Haven Addition, to the City of Sherman, Texas, as per plat of record in Volume 6, Page 29, Plat Records, Grayson County, Texas, continuing on now with the West line of said Block 1, **PASSING** a 1/2 inch capped rebar found stamped (*SARTIN 3694*) at 139.50 ft. at the Southeast corner of said Anderson 0.817 ac. and the Northeast corner of said Anderson 1.00 ac., continuing on now with the East line of said Anderson 1.00 ac. and **PASSING** a 1/2 inch capped rebar found stamped (*SARTIN 3694*) at 348.26 ft. at the Southeast corner of said Anderson 1.00 ac. and the Northeast corner of said Pallett 1.06 ac., continuing and passing a Southeast corner of said Anderson 32.632 ac., continuing and passing the Southwest corner of said Block 1 and the Northwest corner of Block 2, said Replat of Lots 6 thru 45, Wood Haven Addition, continuing on now with the West line of said Block 2 and **PASSING** a 1/2 inch capped rebar found stamped (*SARTIN 3694*) at 643.26 ft. at the Southeast corner of said Pallett 1.06 ac. and a Northeast corner of said Anderson 32.643 ac., and continuing for a **TOTAL** distance of 847.38 ft., to a 8 inch bois d'arc post found at an angle point of said Block 2, said Anderson 32.643 ac. and the herein described tract;

THENCE South 35 deg. 47 min. 03 sec. West, with an East line of said Anderson 32.643 ac. and a West line of said Block 2, a distance of 13.39 ft. to a 8 inch bois d'arc post found at an angle point of said Block 2, Anderson 32.643 ac. and the herein described tract;

THENCE South 14 deg. 12 min. 57 sec. East, continuing with an East line of said Anderson 32.643 ac. and a West line of said Block 2, a distance of 174.13 ft. to a 1/2 inch capped rebar found stamped (*SARTIN 3694*) at the Northeast corner of Block 3, said Replat of Wood Haven Addition and the most Easterly Southeast corner of the herein described tract;

THENCE South 74 deg. 09 min. 32 sec. West, with the North line of said Block 3, passing the Northwest corner and continuing on with the North right-of-way line of Newman Drive, a platted right-of-way, for a total distance of 399.76 ft. to a 1/2 inch rebar found at the Northwest corner of said Newman Drive and an Ell corner of the herein described tract;

THENCE South 03 deg. 39 min. 34 sec. East, with the West line of said Newman Drive, passing the most Northern Northwest corner of an area dedicated as a "Park" per said Replat of Wood Haven Addition, continuing now with a West line of said park for a total distance of 238.10 ft. to a point in rip-rap at an Ell corner of said Dedicated Park and a Southeast corner of the herein described tract;

THENCE South 59 deg. 19 min. 08 sec. West, continuing with the West line of said Park, a distance of 63.00 ft. to a 1/2 inch capped rebar set stamped (*RPLS 6578*) at an angle point;

THENCE South 15 deg. 59 min. 08 sec. West, continuing with the West line of said Park, a distance of 56.53 ft. to a point in the center of Post Oak Creek, in a North line of said Park, at the most Southerly Southeast corner of the herein described tract;

THENCE Northwesterly, with the center of said Post Oak Creek, with the West lines of said Anderson 32.643 ac., the following calls and distances:

1. South 83 deg. 56 min. 41 sec. West, a distance of 12.51 ft. to a point at the most Southerly Southwest corner of said Anderson 32.643 ac. and the Southwest corner of the herein described tract;
2. North 07 deg. 12 min. 18 sec. East, a distance of 41.41 ft. to an angle point;
3. North 38 deg. 10 min. 58 sec. West, a distance of 77.62 ft. to an angle point;
4. North 25 deg. 46 min. 18 sec. West, a distance of 63.24 ft. to an angle point;
5. North 84 deg. 14 min. 09 sec. West, a distance of 154.93 ft. to an angle point;
6. South 47 deg. 07 min. 04 sec. West, a distance of 79.68 ft. to an angle point;
7. South 68 deg. 08 min. 36 sec. West, a distance of 50.46 ft. to an angle point;
8. North 81 deg. 34 min. 09 sec. West, a distance of 45.01 ft. to an angle point;
9. South 89 deg. 07 min. 42 sec. West, a distance of 53.97 ft. to an angle point;
10. North 68 deg. 59 min. 16 sec. West, a distance of 39.23 ft. to an angle point;
11. North 53 deg. 01 min. 19 sec. West, a distance of 88.60 ft. to an angle point;
12. North 59 deg. 56 min. 46 sec. West, a distance of 95.59 ft. to an angle point;
13. North 41 deg. 20 min. 33 sec. West a distance of 88.07 ft. to an angle point;
14. North 77 deg. 57 min. 10 sec. West, a distance of 101.61 ft. to an angle point;
15. North 53 deg. 36 min. 51 sec. West, a distance of 31.82 ft. to an angle point;
16. North 33 deg. 46 min. 17 sec West, a distance of 52.41 ft. to an angle point;
17. North 07 deg. 10 min. 42 sec. West, a distance of 67.70 ft. to an angle point;
18. North 31 deg. 32 min. 37 sec. West, a distance of 127.30 ft. to an angle point;
19. North 16 deg. 12 min. 04 sec. West, a distance of 88.63 ft. to an angle point;
20. North 39 deg. 00 min. 28 sec. East, a distance of 28.65 ft. to an angle point;
21. North 09 deg. 40 min. 45 sec West, a distance of 36.80 ft. to an angle point;
22. North 50 deg. 10 min. 34 sec. West, a distance of 113.19 ft. to an angle point;
23. North 42 deg. 14 min. 59 sec. West, a distance of 283.65 ft. to an angle point;
24. North 13 deg. 35 min. 00 sec. West, a distance of 34.67 ft. to an angle point;
25. North 06 deg. 59 min. 42 sec. East, a distance of 64.13 ft. to a point in a South line of the City of Sherman tract of land surrounding Fairview Park, at the most Westerly Northwest corner of said Anderson 32.643 ac. and the Northwest corner of the herein described tract;

THENCE North 75 deg. 23 min. 24 sec. East, with a North line of said Anderson 32.643 ac. and a South line of said Fairview Park property owned by the City of Sherman, **PASSING** a 1/2 inch capped rebar found stamped (*SARTIN 3694*) at 24.19 ft., and continuing for a **TOTAL** distance of 235.13 ft. to the Northeast base of a cross-tie corner post found at the Southwest corner of the City of Sherman 1.9894 acre tract of land, recorded in Volume 5120, Page 10, said Official Public Records and a Southeast corner of said Fairview Park property owned by the City of Sherman;

THENCE North 75 deg. 16 min. 45 sec. East, continuing with a North line of said Anderson 32.643 ac. and the South line of said Sherman 1.9894 ac., a distance of 388.26 ft. to a "*bent*" 1/2 inch rebar found at the Southeast corner of said City of Sherman 1.9894 ac. and a Southwest corner of said Fairview Park property owned by the City of Sherman, **SAID** rebar being South 01 deg. 05 min. 27 sec. East, 151.42 ft. from a 5/8 inch rebar found at the Northeast corner of said City of Sherman 1.9894 ac.;

THENCE North 76 deg. 30 min. 48 sec. East, continuing with a North line of said Anderson 32.643 ac. and a South line of said Fairview Park property owned by the City of Sherman, a distance of 67.56 ft. to a 1/2 inch capped rebar set stamped (RPLS 6578) at the Northwest corner of said Anderson Slaughtering 1.6890 ac. and a Northeast corner of said Anderson 32.643 ac., **SAID** rebar being North 16 deg. 13 min. 12 sec. West, 235.95 ft. from a 3/4 inch rebar found at the Southwest corner of said Anderson Slaughtering 1.6890 ac. and an Ell corner of said Anderson 32.643 ac.;

THENCE North 75 deg. 32 min. 29 sec. East, continuing with the South line of said Fairview Park property owned by the City of Sherman and with the North line of said Anderson Slaughtering 1.6890 ac., a distance of 298.54 ft. to a 3/4 inch rebar found at the Northeast corner of said Anderson Slaughtering 1.6890 ac. and a Northwest corner of said Anderson 32.643 ac., **SAID** rebar being North 16 deg. 02 min. 44 sec. East, 257.84 ft. from a 3/4 inch rebar found at the Southeast corner of said Anderson Slaughtering 1.6890 ac. and an Ell corner of said Anderson 32.643 ac.;

THENCE North 75 deg. 31 min. 41 sec. East, continuing with a South line of said Fairview Park property owned by the City of Sherman and with a North line of said Anderson 32.643 ac., a distance of 187.55 ft. to a 1/2 inch capped rebar set stamped *(RPLS 6578)* at the Northwest corner of said Anderson 0.04 ac.;

THENCE North 75 deg. 25 min. 58 sec. East, with the South line of said Taylor Street and with the North line of both said Anderson 0.04 ac. and 32.643 ac., **PASSING** a ½ inch capped rebar found, stamped *(SARTIN 3694)* at 13.59 ft. at the Northeast corner of said Anderson 0.04 ac. and the Northwest corner of said Anderson 0.817 ac., continuing on now with the North line of said Anderson 0.817 ac. for a **TOTAL** distance of 268.59 ft. to the **PLACE OF BEGINNING** and containing **32.580 ACRES** of land.

Kate A. Wagner, R.P.L.S. No. 6578
July 19, 2021

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(1300-1400 Blocks W Taylor)

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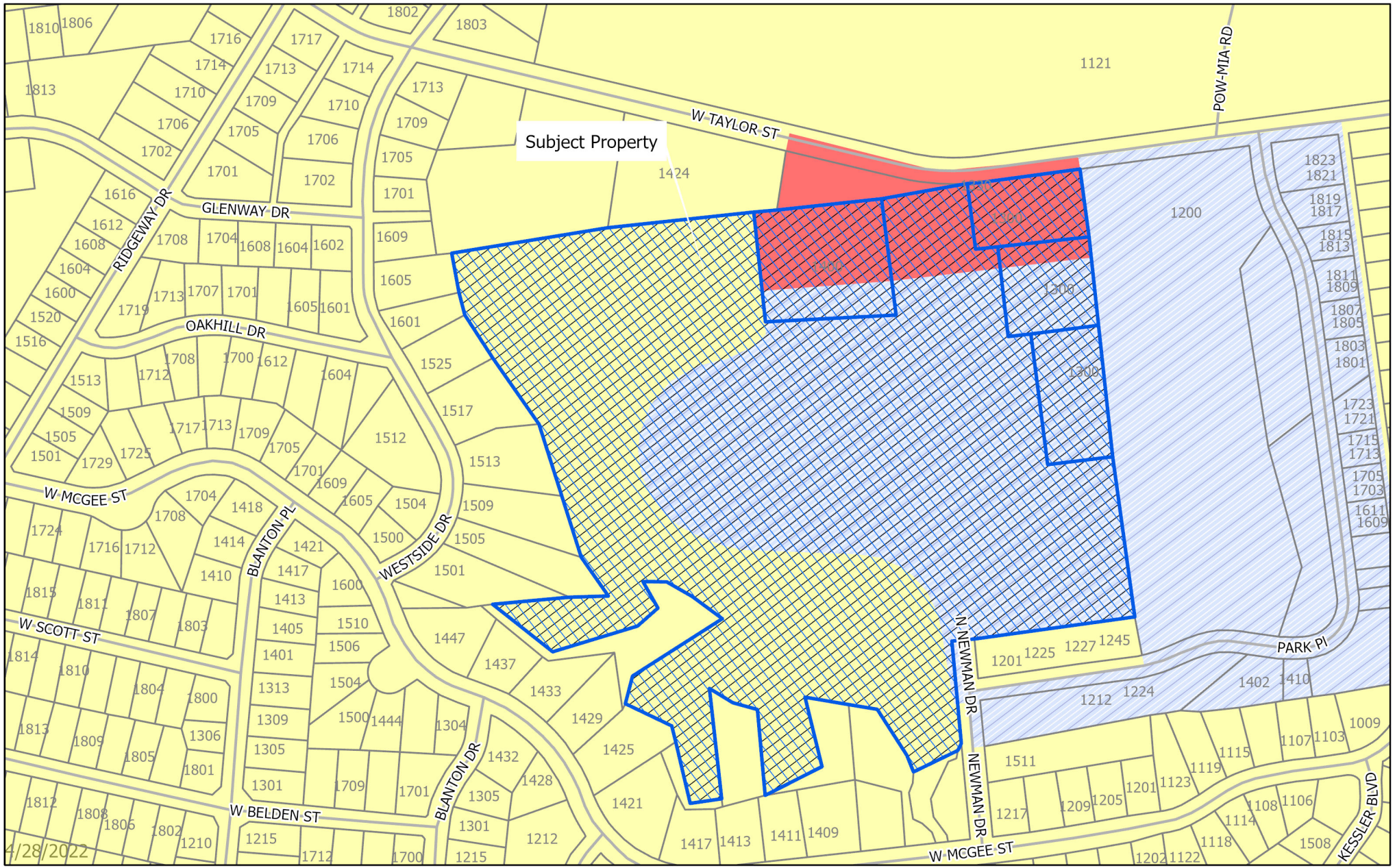
Date: 4/28/2022 8:54 AM

Scale: 1:6,722



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(1300-1400 Blocks W Taylor St)

N
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Scale: 1:3,603

Date: 4/28/2022 8:54 AM

1300-1400 Blocks W Taylor St.

DBA
ARCHITECTS

Rob Rae, AICP
Director of Development Services **4-20-2022**
City of Sherman, Texas

Re: Sherman Park Apartments 1400 Block W. Taylor Street Sherman, Texas

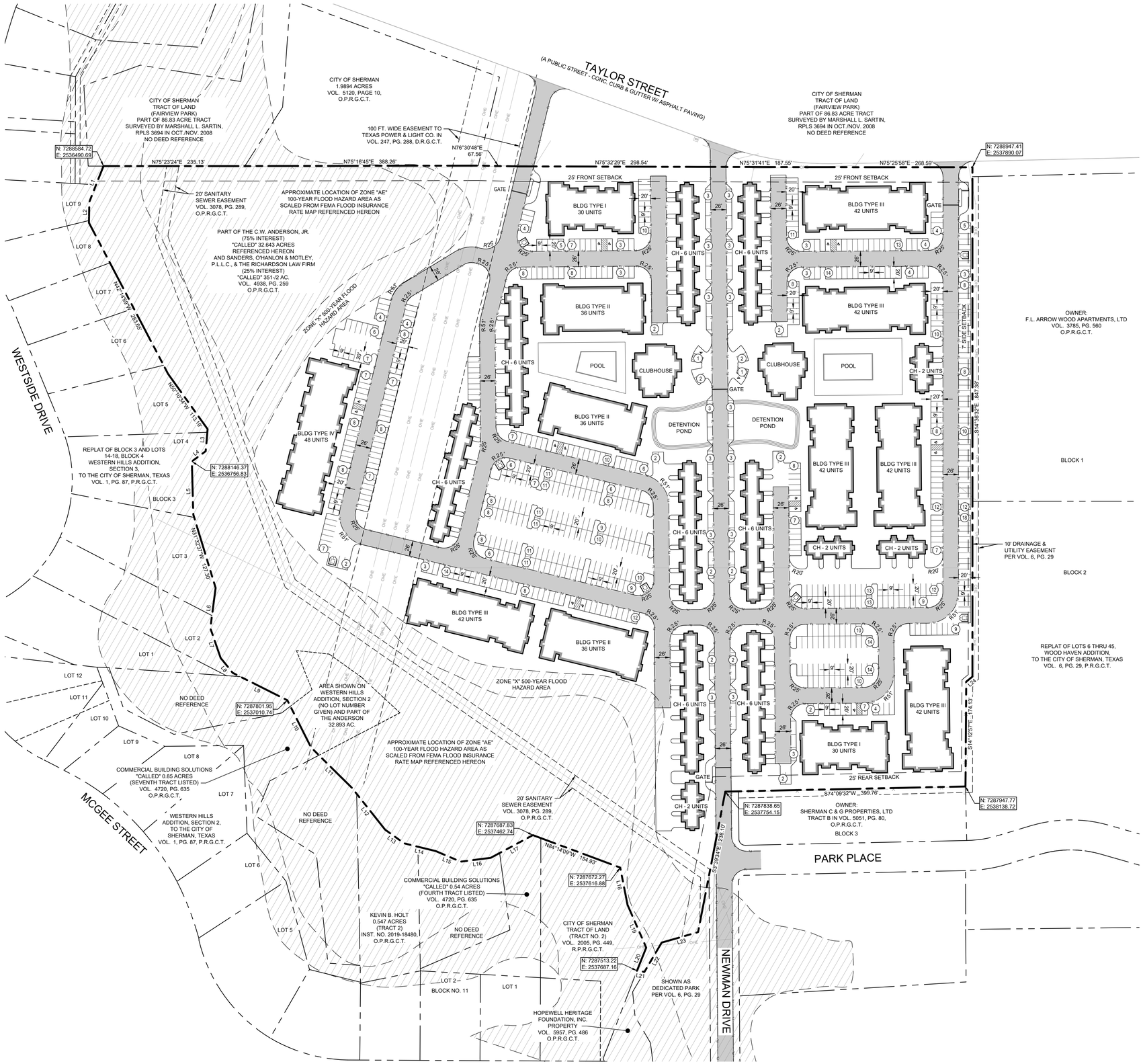
Narrative

Dear Mr. Rae

The 32.643-acre project is located on the south frontage of the 1400 block of W. Taylor Street. The developer's intent is to build 560 market rate apartment units in 2 phases. Each phase would have its own (approximate) 6000 sf. club, leasing, fitness center and resort style pool. The project would consist of a combination of 3 story walkup breezeway (garden style) buildings and 2 story carriage house style townhome buildings. All for rent. The project is surface parked with about 40% of the units/tenants having the ability to rent a private garage or have a direct access garage. The buildings would be built in the Craftsman/California Bungalow style of architecture with board and batten, lap, (wood look) siding and trim with faux stone accents. We look forward to collaborating with the staff to build exceptional market rate housing in the city of Sherman. Please feel free to call me anytime at 469-667-5095 with any questions or comments.

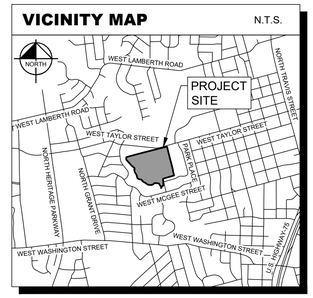
All the best,

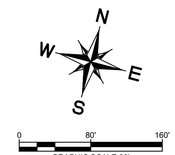
Bryan Moore, AIA, NCARB
CEO/President
DBA Architects, LLC



VICINITY MAP

N.T.S.





LEGEND

FL / FL	PROPOSED FIRE LANE
	EXISTING PAVEMENT
	PROPOSED BUILDING
(X)	NUMBER OF PARKING SPACES
TYP.	TYPICAL
EX.	EXISTING
PROP.	PROPOSED

LINE TABLE		
LINE	LENGTH	BEARING
L1	64.13	N6°59'42.47"E
L2	34.67	N13°34'59.83"W
L3	36.80	N9°40'44.73"W
L4	28.65	N39°00'28.08"E
L5	88.63	N16°12'04.11"W
L6	67.70	N7°10'41.65"W
L7	52.41	N33°46'16.75"W
L8	31.82	N53°36'50.84"W
L9	101.61	N77°57'10.42"W
L10	88.07	N41°20'32.94"W
L11	95.59	N59°56'45.78"W
L12	88.60	N53°01'19.12"W

LINE TABLE		
LINE	LENGTH	BEARING
L13	39.23	N68°59'15.57"W
L14	53.97	S89°07'41.87"W
L15	45.01	N81°34'08.64"W
L16	50.46	S68°08'36.03"W
L17	79.68	S47°07'04.16"W
L18	63.24	N25°46'17.89"W
L19	77.62	N38°10'57.51"W
L20	41.41	N7°12'17.94"E
L21	12.51	S83°56'40.99"W
L22	56.53	S15°59'08.04"W
L23	63.00	S59°19'08.04"W
L24	13.39	S35°47'02.68"W

SITE DATA SUMMARY TABLE	
EXISTING ZONING	R-1, R-2, C-1
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 32.58 AC
BUILDING AREA	± 241,070 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	560 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT)	1120 SPACES
PARKING PROVIDED	792 SURFACE SPACES 168 GARAGE SPACES 160 TANDEM SPACES 1,120 TOTAL SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.37:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	1135 UNITS

THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2022 KIMLEY-HORN

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 04/20/2022

KHA PROJECT	063970006
DATE	APRIL 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

SHERMAN PARK APARTMENTS

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

SITE PLAN

SHEET NUMBER
SP-1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ISSUED
XREFS
PLOT STYLE BY
PLOTTED BY
DWG NAME
DWG SAVE
LAST SAVED BY
dtist-2ukS8 xStar-ByOthers - xStar-ByOthers - xHsh
JONES, CALEB 4/21/2022 11:58 AM
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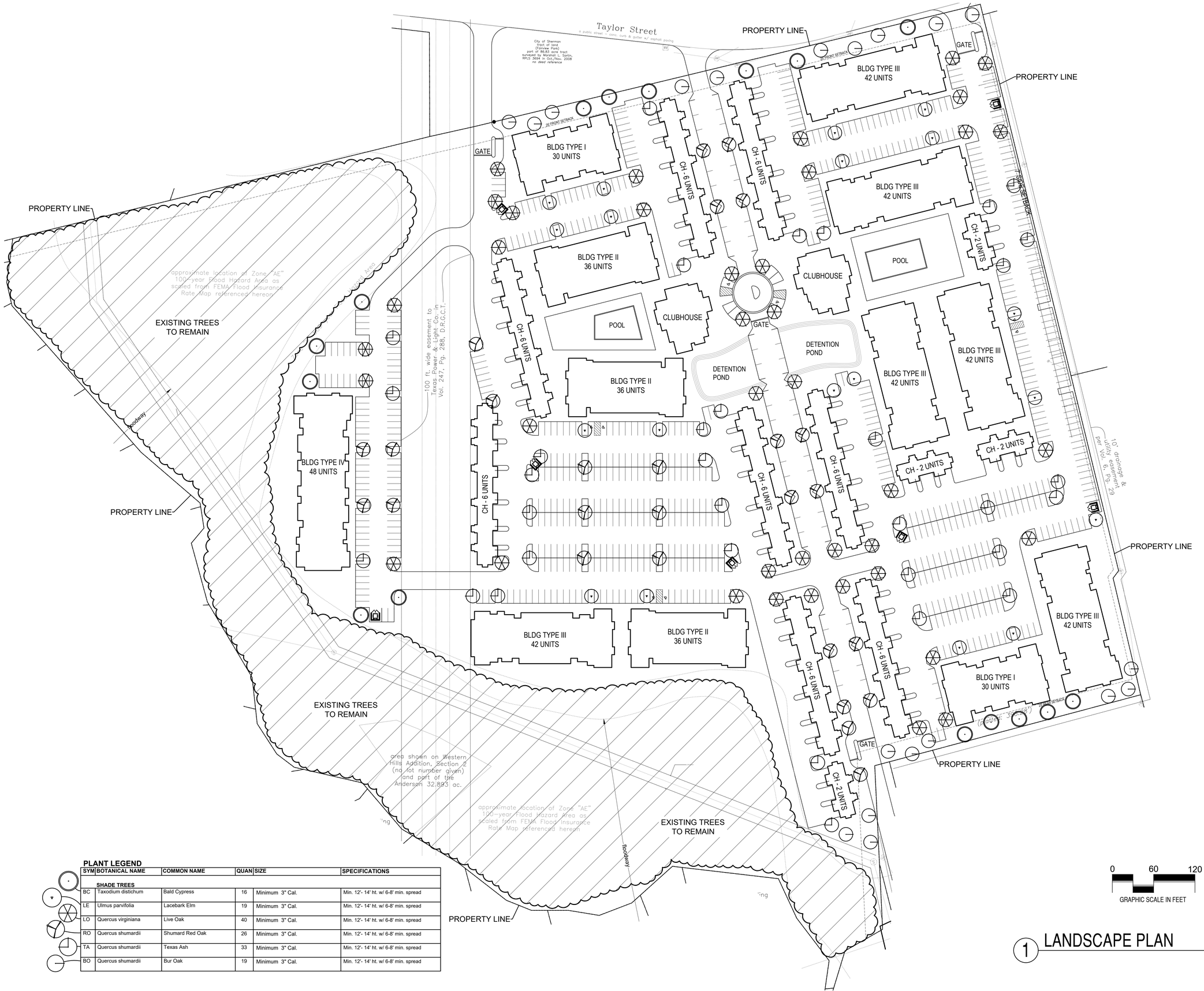
Apr 21, 2022 - 11:58am

PHASE 1
PHASE 2
P.O.B.
1/2" capped rebar found (SARTIN 3694)
Taylor Street
a public street – conc. curb & gutter w/ asphalt paving
25' FRONT SETBACK
25 REAR SETBACK
BLDG TYPE I 36 UNITS
BLDG TYPE II 42 UNITS
BLDG TYPE III 42 UNITS
BLDG TYPE IV 54 UNITS
CH - 6 UNITS
CH - 2 UNITS
CLUBHOUSE
POOL
DETENTION POND
GATE
Block 1
Block 2
Block 3
Block No. 11
Replat of Lots 6 thru 45, Block 2, Wood Haven Addition, to the City of Sherman, Texas Vol. 6, Pg. 29, P.R.C.C.T.
Western Hills Addition, Section 2, to the City of Sherman, Texas Vol. 1, Pg. 87, P.R.C.C.T.
Park Place
McGee Street
Newman Drive
City of Sherman 1.9894 Acres Vol. 5120, Page 10, O.P.R.C.C.T.
City of Sherman tract of land (Fairview Park) part of 86.83 acre tract surveyed by Marshall L. Sartin, RPLS 3694 in Oct./Nov. 2008 no deed reference
Northeast base of Cross-tie corner post
approximate location of Zone "AE" 100-year Flood Hazard Area as scaled from FEMA Flood Insurance Rate Map referenced hereon
Zone "X" 500-year Flood Hazard Area
100 ft. wide easement to Texas Power & Light Co. in Vol. 247, Pg. 286, D.R.C.C.T.
Owner: F.L. Arrow Wood Apartments, LTD Vol. 3785, Pg. 560 O.P.R.C.C.T.
Cynthia E. Hallett 1.06 ac. conveyed herein
Sherman C & S Properties, LTD Tract B in Vol. 5051, Pg. 80, O.P.R.C.C.T.
Commercial Building Solutions "called" 0.85 acres (seventh tract listed) Vol. 4720, Pg. 635 O.P.R.C.C.T.
Commercial Building Solutions "called" 0.54 acres (fourth tract listed) Vol. 4720, Pg. 635 O.P.R.C.C.T.
Kenny R. Holt 0.01 Acres (Tract 2) Inst. No. 84880, O.P.R.C.C.T.
City of Sherman tract of land (Tract No. 2) Vol. 2005, Pg. 449, R.P.R.C.C.T.
Hopewell Heritage Foundation, Inc. property Vol. 5957, Pg. 486 O.P.R.C.C.T.
shown as Dedicated Park per Vol. 6, Pg. 29
area shown on Western Hills Addition, Section 2 (no lot number given) and part of the Anderson 32.893 ac.
20' sanitary sewer easement Vol. 3078, Pg. 289, O.P.R.C.C.T.
30' Access Easement Vol. 2575, Pg. 370
20' access easement in Vol. 1184, Pg. 317
20' wide access easement in Vol. 1275, Pg. 622
10' drainage & utility easement Vol. 5, Pg. 29
8" bois d' arc corner post
3/4" rebar found
5/8" rebar found
"bent" 1/2" rebar found
1/2" capped rebar set (RPLS 6578)
passing 1/2" capped rebar found (SARTIN 3694) @ 13.59'
passing 1/2" rebar found @ 15.68'
passing 1/2" capped rebar found (SARTIN 3694) @ 139.50'
passing 1/2" capped rebar found (SARTIN 3694) @ 348.26'
passing 1/2" capped rebar found (SARTIN 3694) @ 643.26'
passing 1/2" capped rebar found (SARTIN 3694) @ 24.19'
passing 6" bois d' arc corner post @ 28.20'
1/2" capped rebar found (SARTIN 3694)
1/2" capped rebar found (SARTIN 3694)
1/2" capped rebar found (SARTIN 3694)



PLANT LEGEND

SYM	BOTANICAL NAME	COMMON NAME	QUAN	SIZE	SPECIFICATIONS
	SHADE TREES				
BC	Taxodium distichum	Bald Cypress	16	Minimum 3" Cal.	Min. 12'- 14' ht. w/ 6-8' min. spread
LE	Ulmus parvifolia	Lacebark Elm	19	Minimum 3" Cal.	Min. 12'- 14' ht. w/ 6-8' min. spread
LO	Quercus virginiana	Live Oak	40	Minimum 3" Cal.	Min. 12'- 14' ht. w/ 6-8' min. spread
RO	Quercus shumardii	Shumard Red Oak	26	Minimum 3" Cal.	Min. 12'- 14' ht. w/ 6-8' min. spread
TA	Quercus shumardii	Texas Ash	33	Minimum 3" Cal.	Min. 12'- 14' ht. w/ 6-8' min. spread
BO	Quercus shumardii	Bur Oak	19	Minimum 3" Cal.	Min. 12'- 14' ht. w/ 6-8' min. spread

0 60 120

GRAPHIC SCALE IN FEET

N

1 LANDSCAPE PLAN

SCALE: 1" = 60'-0"

ISSUES:
1. 04-21-22 CITY SUBMITTAL

REVISIONS:

CLIENT:
DBA Architects
111 S. KENTUCKY
SUITE 210
MCKINNEY, TX 75069

SHERMAN PARK APARTMENTS

SHERMAN, TEXAS

mdg landscape architects
MEEKS DESIGN GROUP, INC.
1755 N. COLLINS BLVD., SUITE 300
RICHARDSON, TX 75080
PH (972) 690-7474
F (972) 690-7878

REGISTERED LANDSCAPE ARCHITECT
BRANDON H. BLACK
2485
STATE OF TEXAS
04-21-22

ISSUE FOR REVIEW

SHERMAN PARK APARTMENTS

SHERMAN, TEXAS

JOB NUMBER: DBA-2207

CITY-
LANDSCAPE PLAN

LP0.01

AERIAL LOOKING NORTHEAST

ALTURA HOMES

Sherman Park Apartments | 4.20.2022 | Sherman, TX

©2022

DBA ARCHITECTS
111 S. KENTUCKY SUITE 210 McKINNEY, TEXAS 75069 888-900-4905

AERIAL LOOKING SOUTH

ALTURA HOMES

Sherman Park Apartments | 4.20.2022 | Sherman, TX

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DBA ARCHITECTS
111 S. KENTUCKY SUITE 210 McKINNEY, TEXAS 75069 888-900-4905

BIRDSEYE LOOKING WEST

ALTURA HOMES

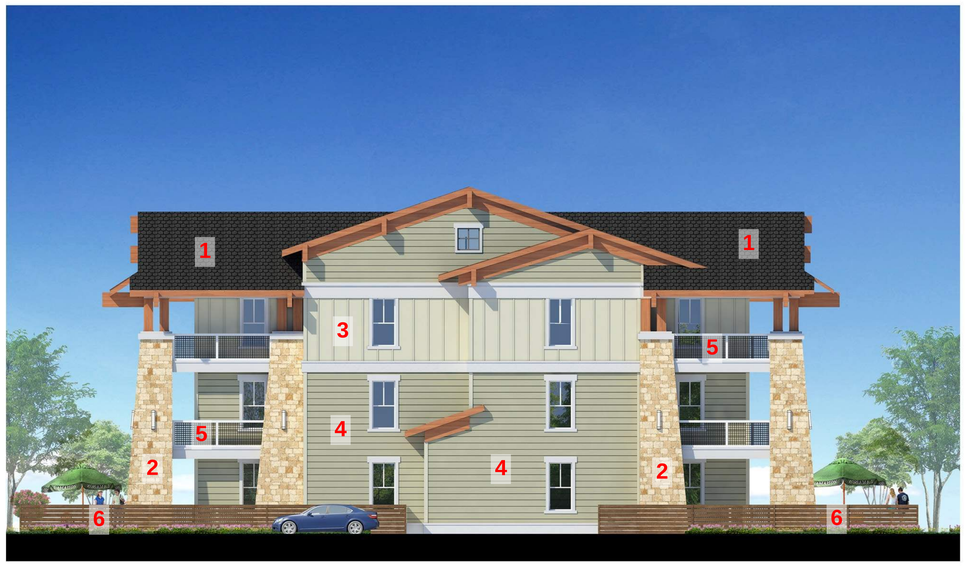
Sherman Park Apartments | 4.20.2022 | Sherman, TX

DBA ARCHITECTS

©2022
111 S. KENTUCKY SUITE 210 McKINNEY, TEXAS 75069 888-900-4905

LEGEND:

1. COMPOSITION SHINGLE ROOF
2. FAUX STONE
3. BOARD AND BATTEN FIBER CEMENT SIDING
4. VARIABLE WIDTH FIBER CEMENT LAP SIDING
5. METAL RAIL
6. WOOD HORIZONTAL SLAT FENCING



TYPICAL 3 STORY WALKUP BREEZEWAY ELEVATIONS

ALTURA HOMES

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0 4 8 12
SCALE IN FEET

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VIEW LOOKING NORTH AT 3 STORY WALKUP BREEZEWAY

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LEGEND:

1. COMPOSITION SHINGLE ROOF
2. FAUX STONE
3. BOARD AND BATTEN FIBER CEMENT SIDING
4. VARIABLE WIDTH FIBER CEMENT LAP SIDING
5. METAL RAIL

LEFT ELEVATION

0 4 8 12
SCALE IN FEET

REAR ELEVATION

0 16 32 48
SCALE IN FEET

FRONT ELEVATION

0 16 32 48
SCALE IN FEET

RIGHT ELEVATION

0 4 8 12
SCALE IN FEET

CARRIAGE HOUSE TOWNHOME ELEVATIONS

ALTURA HOMES

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VIEW LOOKING NORTH AT CARRIAGE HOUSE TOWNHOMES

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LEGEND:

1. COMPOSITION SHINGLE ROOF
2. FAUX STONE
3. BOARD AND BATTEN FIBER CEMENT SIDING
4. VARIABLE WIDTH FIBER CEMENT LAP SIDING
5. HEAVY TIMBER STAINED FIR

CLUBHOUSE ELEVATIONS

ALTURA HOMES

Sherman Park Apartments | 4.20.2022 | Sherman, TX

0 8 16 24
SCALE IN FEET

©2022

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VIEW LOOKING NORTHEAST TOWARD PHASE 1 CLUBHOUSE

ALTURA HOMES

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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 10, 2022

Terrell 176 Partners, LLC
521 Moraine Way
Heath, TX 75032

Kimley-Horn and Associates
13455 Noel Rd.
Dallas, TX 75240

DBA Architects, LLC
Bryan Moore
111 S. Kentucky St, Suite 210
McKinney, TX 75069

Helvey-Wagner Surveying
222 W. Main St
Denison, TX 750520

MDG Landscape Architects
1755 N Collins Blvd. #300
Richardson, TX 75080

Dear Applicants,

The request for a zone change and site plan approval from an R-1 (One-Family Residential) District and C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District in the 1300-1400 Blocks West Taylor Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 17, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-family residential) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4, Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. No building shall exceed 45 feet in height unless an exception is granted. (*Chapter 14, Exhibit A, Sec. 6.4)*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b))*
6. The trash dumpster will need to be located inside the main building area and screened. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*
7. Screening of the property is required. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d))*
8. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*

9. Landscaping is required that is 10 percent of the parking areas and drives in the parking area and of that 10 percent, 40 percent is required to be used as landscaped islands. *(Chapter 14, Exhibit A, Section 17(2)(a))*
10. Impact fees will be required if the property was not platted before June 7, 2021 *(Chapter 13, Article. 13.11)*
11. A minimum six (6) foot masonry or wrought iron, with masonry columns, perimeter fence shall be provided to surround multi-family development. The masonry columns shall be separated at 24 feet on the portion of the development facing public streets, and 32 feet on all other portions of the development. A minimum six (6) foot solid screening device shall be provided where a multi-family development (R-2), commercial development (C-0, C-1, or C- 2), or a manufacturing development (M-1, M-1.5, M-2) is adjacent to a single-family district (R-A, SF-1, or R-1). *(Chapter 14, Exhibit A, Section 7, Subsection 13(d))*
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

14. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
15. Recommend abandonment request of Newman Drive north of Park Place. Coordinate with Engineering Department for abandonment requirements.
16. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12
17. The location of the trash receptors must be approved by the Public Works Department.
18. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02(c)
19. Encroachment Agreement required for ingress/egress over City of Sherman property off of Taylor Street.
20. Internal water and sewer lines will be privately owned and maintained.
21. 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)
22. Civil plans to reflect and reference information as stated in FEMA Physical Map Revision No. 316-PMR. Coordinate with Engineering Department for information.
23. 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 the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 23.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

1300-1400 BLOCKS WEST TAYLOR STREET

The request of Terrell 176 Partners, LLC (Owner), Bryan Moore (Representative), DBA Architects (Architect), Kimley-Horn and Associates (Engineer), MDG Landscape Architects (Landscape Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located in the 1300-1400 Blocks West Taylor Street, being 32.580 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District and C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located in the 1300-1400 Blocks West Taylor Street between Park Place and Westside Drive. The owner is requesting a zone change and site plan approval from an R-1 (One-Family Residential) District and C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District for a multi-family development.

The 32.643-acre project is located on the south frontage of the 1400 block of W. Taylor Street. The developer's intent is to build 560 market rate apartment units in 2 phases. Each phase would have its own (approximate) 6000 sf. club, leasing, fitness center and resort-style pool. The project would consist of a combination of 3-story walkup breezeway (garden style) buildings and 2-story carriage house style townhome buildings, all for rent. The project is surface parked with about 40% of the units/tenants having the ability to rent a private garage or have a direct access garage. The buildings would be built in the Craftsman/California Bungalow style of architecture with board and batten, lap, (wood look) siding and trim with faux stone accents.

The following has been approved for this location:

- November 16, 2010 - 1300 West Taylor Street - Zone Change Tract 1: 3.43 acres R-1 (One Family Residential) District to C-1 (Retail Business) District Tract 2: 15.74 acres R-1 (One Family Residential) District to R-2 (Multi-Family Residential) District.

- June 8, 2004 - 1328 West Taylor Street - Temporary Use Permit to allow a Concession Stand May through September.
- April 12, 1994 through July 21, 2020 - 1330 West Taylor Street - Temporary Use Permit to allow a Snow Cone Stand May through September.
- July 17, 2007 through June 18, 2019 - 1400 West Taylor Street - Temporary Use Permit to allow a Haunted House from October 4th through November 2nd, 2019 and February 13th through 15th, 2020 in an R-1 (One Family Residential) District, R-2 (Multi-Family Residential) District and C-1 (Retail Business) District.
- April 14, 1987 and May 10, 1988 - 1400 West Taylor Street - Temporary Use Permit to allow a Snow Cone Stand May through September.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-1 (Retail Business) District
R-2 (Multi-Family Residential) District

Origination:

Terrell 176 Partners, LLC (Owner)
Bryan Moore (Representative)
DBA Architects (Architect), Kimley-Horn and Associates (Engineer)
MDG Landscape Architects (Landscape Architect)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.
and
Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.
and
Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

44

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Legal Description
Site Plan - Zoning
Site Plan - Architectural
Elevations
Landscape Plan
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6497

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Mini-Warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District in the 2100-2200 Blocks North Travis Street, being 2.809 acres in the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three (Post Oak Trust, Owner; Brad Tidwell, Prospective Buyer; BACA Architecture, Architect; Stephens Engineering, Engineer; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit to Allow a Mini-Warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District in the 2100-2200 Blocks North Travis Street, being 2.809 acres in the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three (Post Oak Trust, Owner; Brad Tidwell, Prospective Buyer; BACA Architecture, Architect; Stephens Engineering, Engineer; and Underwood Drafting and Surveying, Surveyor)

Background:

The property is located in the 2100-2200 Blocks North Travis Street between East Lamberth Road and East Taylor Street. The owner is requesting a Specific Use Permit to allow a Mini-Warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District in the 2100-2200 Blocks North Travis Street, being 2.809 acres in the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three (Post Oak Trust, Owner; Brad Tidwell, Prospective Buyer; BACA Architecture, Architect; Stephens Engineering, Engineer; and Underwood Drafting and Surveying, Surveyor)

Origination:

Post Oak Trust (Owner)
Brad Tidwell (Prospective Buyer)
BACA Architecture (Architect)
Stephens Engineering (Engineer)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted 6/1 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6497
Exhibit A - Legal Desc.
Exhibit B - Site Plan
Exhibit C - Landscape Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6497

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MINI-WAREHOUSE (SELF STORAGE) IN A C-1 (RETAIL BUSINESS) DISTRICT/ O-1 (75 & 82) OVERLAY DISTRICT IN THE 2100-2200 BLOCKS NORTH TRAVIS STREET, BEING 2.809 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 AND BEING A PART OF LOT 2, REPLAT OF LOT 3, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE (POST OAK TRUST, OWNER; BRAD TIDWELL, PROSPECTIVE BUYER; BACA ARCHITECTURE, ARCHITECT; STEPHENS ENGINEERING, ENGINEER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, Post Oak Trust (Owner), Brad Tidwell (Prospective Buyer), BACA Architecture (Architect), Stephens Engineering (Engineer) and Underwood Drafting and Surveying (Surveyor) concerning the property in the 2100-2200 Blocks North Travis Street, being 2.809 acres in the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three are granted a Specific Use Permit to allow a Mini-Warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Exterior building wall finishes shall be masonry, or masonry veneer, or concrete siding. *(Chapter 14, Exhibit A, Sec. 6.13.1(4)(b))*
5. Parking shall be provided for one space per 1,000 square foot, unless a variance is granted; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
6. The maximum height of the building shall not exceed 45'. (*Chapter 14, Exhibit A, Sec. 6.6)*
7. The trash dumpster will need to be located inside the main building area.
8. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
9. Outside storage is not allowed.
10. A mutual access easement will need to be filed at the Grayson County Courthouse before a building permit will be issued.
11. The property must be properly maintained in a state of good repair and neat appearance.
12. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

14. Replat required to subdivide property. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154
16. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12
17. Access road to be privately owned and maintained.
18. Proposed Access Easement to be dedicated by plat.
19. Water main may need to be extended in accordance with City criteria to serve proposed Lot 3 prior to Building Permit being issued. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)
20. The location of the trash receptors must be approved by the Public Works Department.
21. 26' Fire Lane required for buildings exceeding 2 stories in height.
22. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02(c)
23. Structures will not be permitted within any existing or proposed easements.
24. Proposed 30" drainage pipe and 20' Drainage Easement must be concrete to meet City standard.

25. 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:

26. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
27. The property shall be developed and used in accordance with the Landscape Plan show in **Exhibit C.**

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

UNDERWOOD

DRAFTING & SURVEYING, INC.

Legal Description
Job No. 22020210

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three, according to the plat thereof recorded in Instrument No. 2020-90, Plat Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set previously for the northwest corner of said Lot 2, and on the easterly right-of-way line of Travis Street;

Thence North 75°22'09" East, with the northerly line of said Lot 2, a distance of 407.90 feet to a 1/2" steel rod previously set for the northern-most northeast corner of said Lot 2;

Thence South 14°37'51" East, with an easterly line of said Lot 2, a distance of 240.50 feet to a previously set 1/2" steel rod;

Thence South 24°05'54" West, crossing said Lot 2, a distance of 81.40 feet to a point;

Thence South 75°24'28" West, continuing across said Lot 2, a distance of 357.18 feet to the southwest corner of the herein described tract of land, and on the westerly line of said Lot 2, and on the easterly right-of-way line of aforesaid Travis Street;

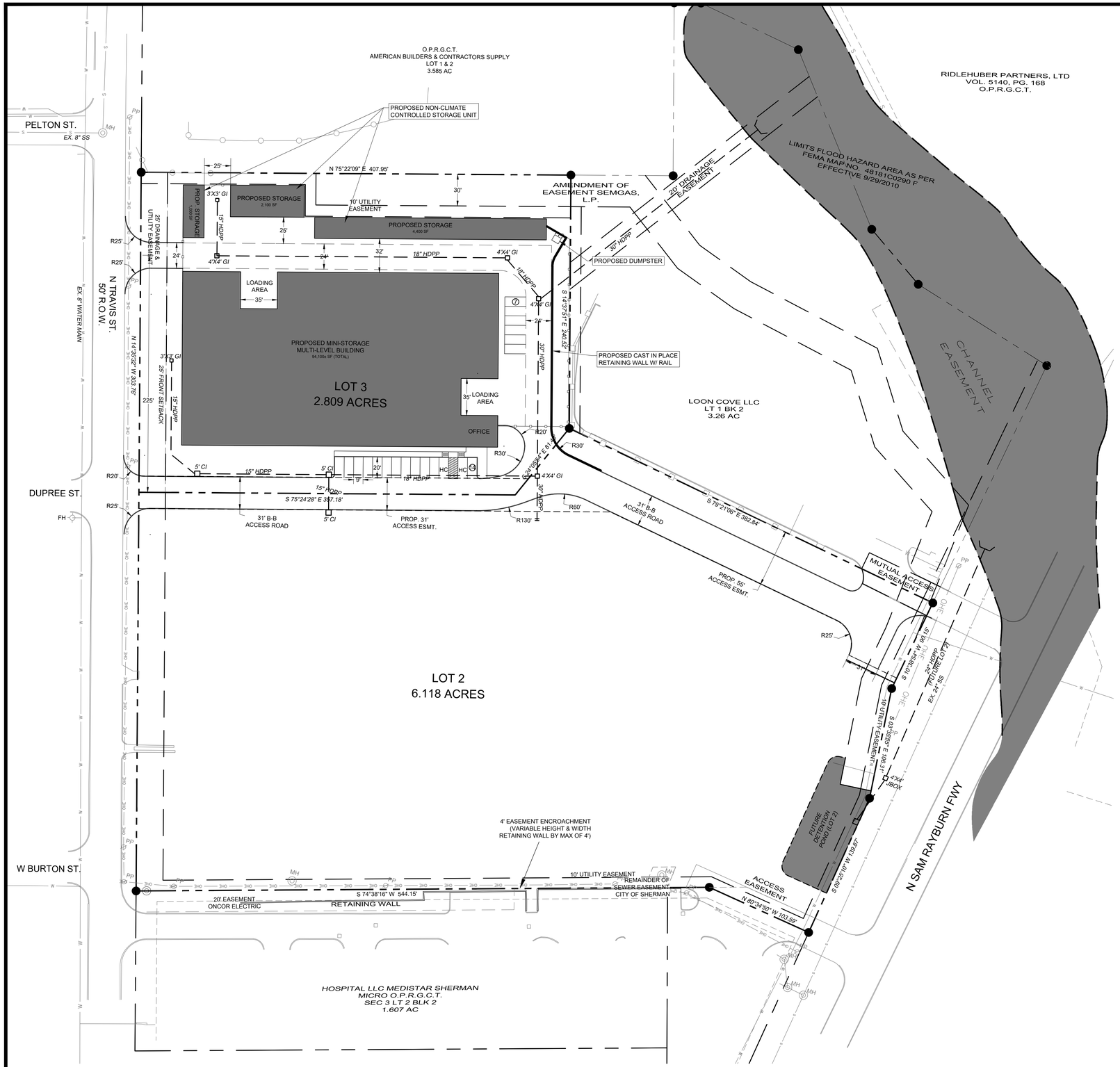
Thence North 14°35'32" West, with the westerly line of said Lot 2, and with the easterly right-of-way line of said Travis Street, a distance of 303.76 feet to the Point-of-Beginning and containing 2.809 acres of land, more or less.....

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

4/19/2022

3404 INTERURBAN ROAD • DENISON, TEXAS 75021 • 903-465-2151 • FAX 903-465-2152

EXHIBIT B



50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND

- S — EXISTING SEWER LINE
- W — EXISTING WATER LINE
- S — PROPOSED SEWER LINE
- W — PROPOSED WATER LINE
- EASEMENT
- PROPERTY LINE

SITE DATA

SITE DATA:

GROSS/NET SITE AREA	122,360 SF
ZONING	C-1
PROPOSED USE	MINI SELF STORAGE

BUILDING DATA:

BUILDING HEIGHT	2 STORY
BUILDING AREA(GROSS)	101,600 SF
FLOOR AREA	0.83

NOTE:
1. TYPICAL PARKING SPACE DIMENSIONS 9'x20' UNLESS OTHERWISE SHOWN.

GENERAL NOTES

1. EXISTING ZONING: C-1
2. NUMBER OF LOTS: 1
3. SETBACKS: FRONT: 25'
   BACK: 10'
   SIDE: 0'
4. BUILDING HEIGHT: <45'
5. MINIMUM LOT SIZE: N/A
6. EROSION CONTROL DURING CONSTRUCTION SHALL BE ACCOMPLISHED PER CITY REQUIREMENTS.
7. MIN. 10' WIDE UTILITY EASEMENTS SHALL BE PROVIDED FOR ALL UTILITIES OUTSIDE OF THE STREET R.O.W.
8. SANITARY SEWER COLLECTION SYSTEM SHALL BE DESIGNED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
9. DRAINAGE RUNOFF SHALL BE ROUTED TO AN APPROPRIATE DRAINAGE WAY.
12. MECHANICAL EQUIPMENT SHALL BE SCREENED WITH A SCREEN WALL MATCHING THE FACADE OF THE PROPOSED BUILDING.
13. TRASH/RECYCLE RECEPTACLE SHALL BE SCREENED WITH A SCREEN WALL MATCHING THE FACADE OF THE PROPOSED BUILDING.
14. PARKING LOT LIGHTING SHALL BE SHUTTERED CUT-OFF FIXTURES, AIMED AT THE STRUCTURE, AND SHALL BE DESIGNED TO HAVE LIMITED LIGHT POLLUTION TO ADJACENT LOTS.
15. THE NET STORM WATER RELEASE FROM THE PROPERTY SHALL BE ZERO.
16. THE FIRE LANE WILL BE REQUIRED TO BE MARKED AS OUTLINED IN THE FIRE CODE.
17. FIRE HYDRANTS WILL BE REQUIRED TO BE LOCATED IN A UTILITY EASEMENT AND THE FIRE HYDRANTS SHALL MEET THE CITY OF SHERMAN SPECIFICATIONS AS OUTLINED BY THE DEVELOPMENT STANDARDS.
18. THE BUILDING SHALL BE CONSTRUCTED WITH A FIRE SUPPRESSION SPRINKLER SYSTEM WITH A BACKFLOW PREVENTION DEVICE ACCORDING TO THE DEGREE OF HAZARD.
19. ANY WALL PACK BUILDING LIGHTING SHALL BE DIRECTED AWAY AND DOWNWARD FROM ADJACENT LOTS.
20. LANDSCAPING IS IN COMPLIANCE WITH LANDSCAPING URBAN FORESTRY AND SIGNAGE.
21. BUILDING MATERIAL WILL CONSIST OF BRICK, METAL, GLASS, AND STONE. BUILDING WILL CONFORM TO CITY'S MASONRY REQUIREMENTS.
22. ALL LIGHTING SHALL BE SHIELDED AS TO BLOCK ANY LIGHT TRESPASS ONTO RESIDENTIAL PROPERTIES.
23. BUILDING FACADE MATERIALS INCLUDE BRICK AND FIBER CEMENT SIDING WITH AN ASPHALT SHINGLE ROOF.
24. SIGNS BY SEPARATE PERMIT.

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KYLE A. STEPHENS, P.E. NO 106333 ON 4/21/22. IT IS NOT TO BE USED FOR CONSTRUCTION.

MARK	REVISION	DATE

PROPOSED SITE PLAN
MIN SELF STORAGE

OAK VIEW CAPITAL PARTNERS
PROPOSED MINI SELF STORAGE
SHERMAN, TEXAS

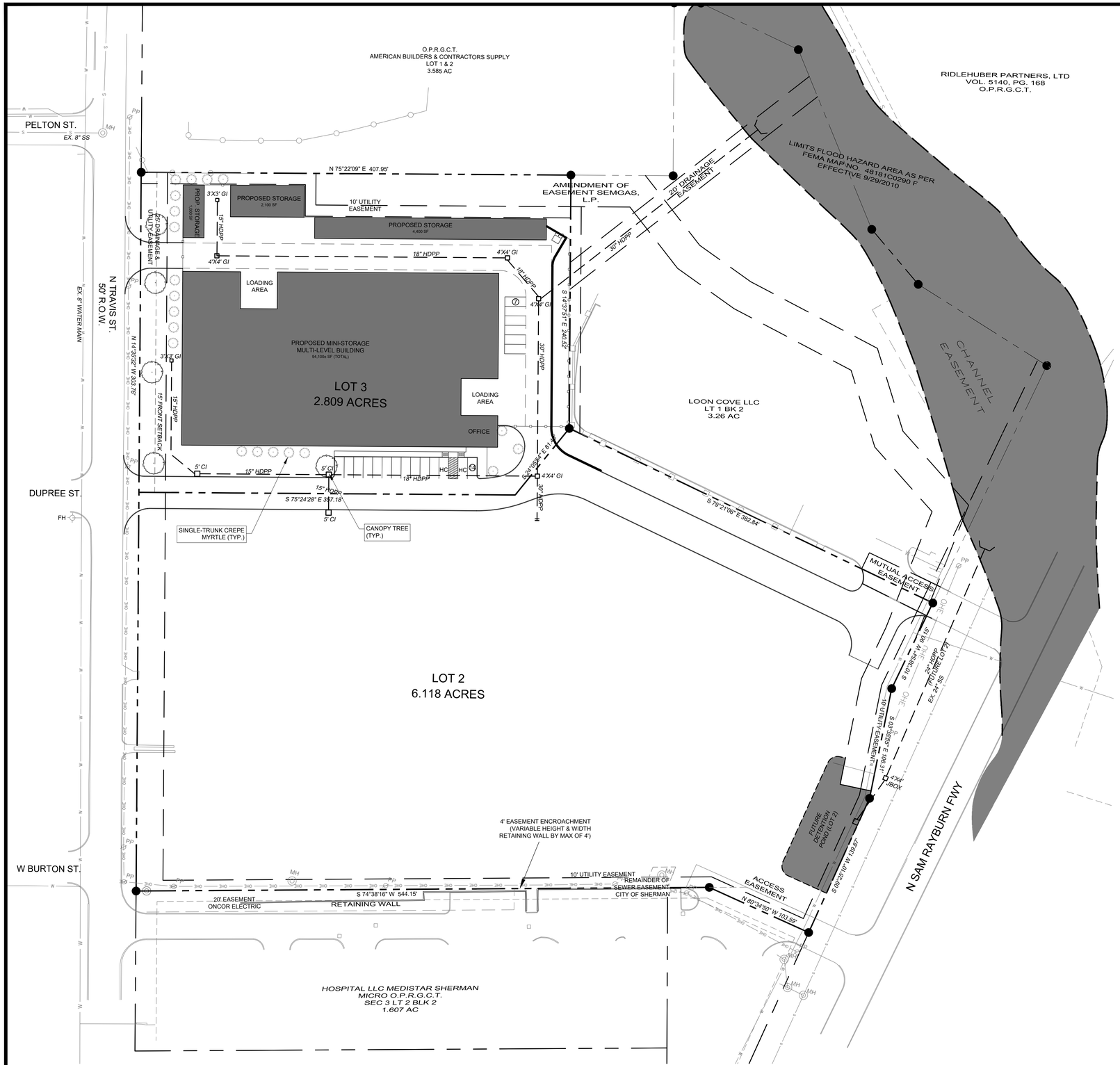
DRAWN BY:	J.T.S.
DESIGNED BY:	K.A.S.
DATE:	MAR. 2022
JOB NO.	OVCP

STEPHENS ENGINEERING
P.O BOX 6618 LONGVIEW, TX 75608
(903) 215-8990 STEPHENSENG.NET

SEAL:
TBPE FIRM NO. F-20395

SHEET NO.
1

EXHIBIT C



50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

GENERAL LANDSCAPE PLAN NOTES

1. LANDSCAPE PLAN PREPARED BY STEPHENS ENGINEERING.
2. ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM AND SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
3. LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SHERMAN'S LANDSCAPE ORDINANCE IN EFFECT AT THE TIME OF SITE PLAN APPROVAL.

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KYLE A. STEPHENS, P.E. NO 106333 ON 4/21/22. IT IS NOT TO BE USED FOR CONSTRUCTION.

MARK	REVISION	DATE

PROPOSED LANDSCAPE PLAN

OAK VIEW CAPITAL PARTNERS
PROPOSED MINI SELF STORAGE
SHERMAN, TEXAS

DRAWN BY:	J.T.S.
DESIGNED BY:	K.A.S.
DATE:	MAR. 2022
JOB NO.	OVCP

STEPHENS ENGINEERING
P.O. BOX 6618 LONGVIEW, TX 75608
(903) 215-8990 STEPHENSENG.NET

SEAL:
TBPE FIRM NO. F-20395

SHEET NO.
2

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

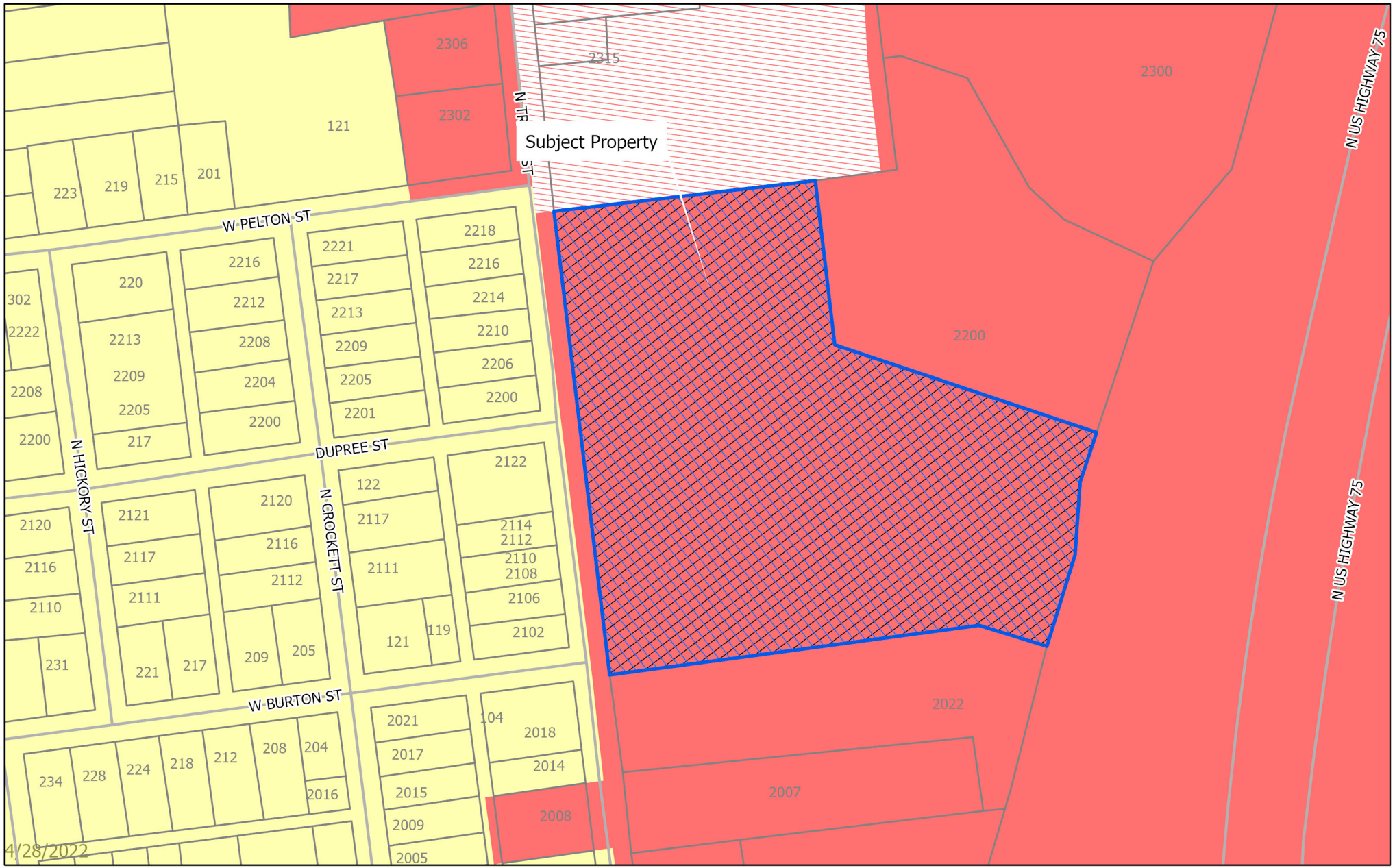
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(2100-2200 N Travis St)

N
W E
S

Date: 4/28/2022 10:07 AM

Scale: 1:2,887



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(2100-2200 N Travis St)

N
W E
S

Scale: 1:2,306

Date: 4/28/2022 10:07 AM

2100-2200 Blks N Travis St.

BACA ARCHITECTURE

21 April 2022

Rob Rae, AICP
Director of Development Services
City of Sherman
220 West Mulberry Street
Sherman, Texas 75090

RE: Oakview Storage - Sherman

Dear Mr. Rae,

The attached documents and Zoning application are for seeking approval of a Special Use Permit to allow self-storage in this location zoned C-1, seeking approval of the Site Plan for the property shown in the drawings, as well as a requesting a Variance to the F.A.R.

The Special Use Permit is being requested to provide a self-storage facility on the subject site to provide a much needed amenity to Sherman and the surrounding neighborhood. As we all know, Sherman will be growing at a tremendous rate for the foreseeable future and self-storage is a much needed amenity to the citizens of the community, allowing customers to store their belongings in a singular location rather than hundreds metal sheds in back yards or over-stuffed garages (not allowing vehicle parking) which is more likely to occur when storage amenities are not provided.

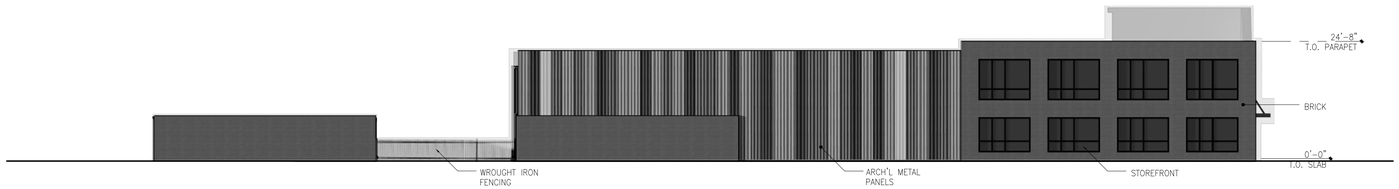
The Variance is to allow a greater Floor Area Ratio for the subject property. We feel that compacting the storage site and creating primarily indoor climate controlled storage will be a more ameniable approach for this location rather than spreading out single-story storage on a much larger and more visible site. We have subjected the storage site to the northwest portion of the site that is tucked behind the treed creek, and will allow for a more visible retail site that is accessed from both Hwy 75 and Travis Street. We feel this approach is a much better alternative for the neighborhood and with the office-like façade design, the facility will positively impact Sherman's most traveled corridor.

Please do not hesitate to contact me with any questions or clarifications.

Sincerely,

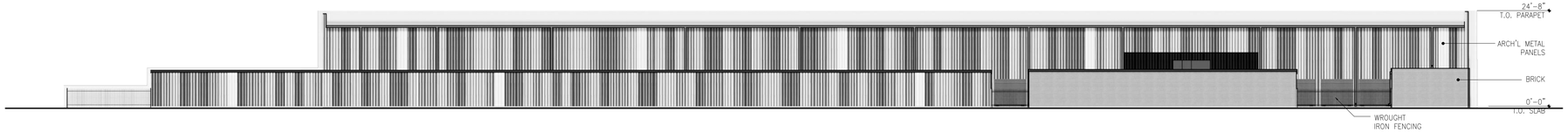
David Baca AIA, Architect + Principal

T 903 893 5800 | F 903 893 5866 | 100 NORTH TRAVIS STREET, NO. 500 | SHERMAN, TEXAS 75090

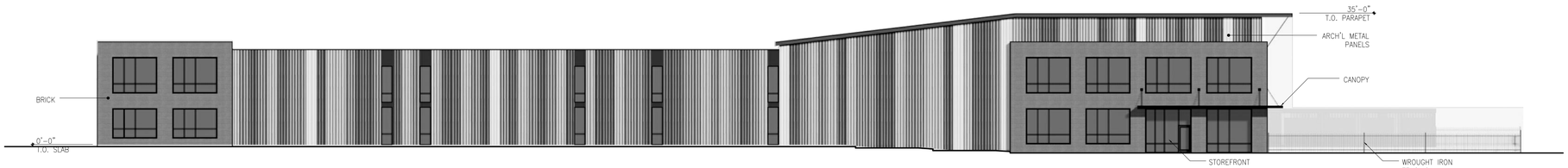


4 WEST ELEVATION
SCALE: 1/16" = 1'-0"

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



2 NORTH ELEVATION
SCALE: 1/16" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

exterior elevations

BACA

100 NORTH TRAVIS STREET
SUITE NO.500
SHERMAN, TEXAS 75090

903.893.5800

www.BACA.team

SCHEMATIC
DESIGN
REVIEW

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE

Oakview Storage - Sherman

North Travis Steet
Sherman, Texas

PROJECT NUMBER

DATE
04.21.2022

SHEET NUMBER
A6.0

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

May 10, 2022

Post Oak Trust
4808 Park Vista Blvd
Sherman, TX 75090

Underwood Drafting & Survey
3404 Interurban Road
Denison, TX 75020

Brad Tidwell
178 Jellico Cir
Southlake, TX 76092

Stephens Engineering
P.O. Box 5618
Longview, TX 75608

Dear Applicants,

The request for a variance to allow 0.83 square feet Floor Area Ratio (FAR) in lieu of the required 0.5 square feet, a variance to allow 21 parking spaces in lieu of the required 102 parking spaces for a mini-warehouse and a Specific Use Permit and site plan approval to allow a mini-warehouse (Self Storage) in a C-1 (Retail Business) District/O-1 (75 & 82 Overlay) District located in the 2100-2200 Blocks North Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 17, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Exterior building wall finishes shall be masonry, or masonry veneer, or concrete siding. *(Chapter 14, Exhibit A, Sec. 6.13.1(4)(b))*
5. Parking shall be provided for one space per 1,000 square foot, unless a variance is granted; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
6. The maximum height of the building shall not exceed 45'. (*Chapter 14, Exhibit A, Sec. 6.6)*
7. The trash dumpster will need to be located inside the main building area.
8. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
9. Outside storage is not allowed.
10. A mutual access easement will need to be filed at the Grayson County Courthouse before a building permit will be issued.
11. The property must be properly maintained in a state of good repair and neat appearance.
12. The approval of the site plan shall be effective for a period of (2) years from the date of approval

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

13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

14. Replat required to subdivide property. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154
16. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12
17. Access road to be privately owned and maintained.
18. Proposed Access Easement to be dedicated by plat.
19. Water main may need to be extended in accordance with City criteria to serve proposed Lot 3 prior to Building Permit being issued. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)
20. The location of the trash receptors must be approved by the Public Works Department.
21. 26' Fire Lane required for buildings exceeding 2 stories in height.
22. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02(c)
23. Structures will not be permitted within any existing or proposed easements.
24. Proposed 30" drainage pipe and 20' Drainage Easement must be concrete to meet City standard.
25. 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 the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 24.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

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

Requested Action/Proposed Use:

2100-2200 BLOCKS NORTH TRAVIS STREET

The request of Post Oak Trust (Owner), Brad Tidwell (Prospective Buyer), BACA Architecture (Architect), Stephens Engineering (Engineer), and Underwood Drafting and Surveying (Surveyor) concerning the property in the 2100-2200 Blocks North Travis Street, being 2.809 acres in the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three, as follows:

Board of Adjustments

A. Variance under Ordinance No. 2280, Section 6.6, Subsection (6)(b) to allow 0.83 Floor Area Ratio (FAR) in lieu of the required 0.5 FAR in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.
B. Variance under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 21 parking spaces in lieu of the required 102 parking spaces for a mini-warehouse in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.

Planning and Zoning Commission

C. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a mini-warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.

Background:

The owner is requesting a Specific Use Permit and site plan approval to allow a self-storage facility on the subject site to provide an amenity to Sherman and the surrounding neighborhood. The storage site will be primarily an indoor climate controlled storage with an office-like facade. They are requesting a parking variance to allow 21 parking spaces in lieu of the required 102 parking spaces. They are also requesting a variance to allow 0.83 Floor Area Ratio (FAR) in lieu of the required 0.5 FAR to compact the storage site.

Adjacent Zoning:

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

Origination:

Post Oak Trust (Owner)
Brad Tidwell (Prospective Buyer)
BACA Architecture (Architect)
Stephens Engineering (Engineer)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

36

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Legal Description
Site Plan
Elevations
Landscape Plan
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 11.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6498

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Bed and Breakfast Establishment in a C-O (Commercial Office) District/Heritage Row Historical District at 402 South Crockett Street, being 0.162 acres in the Samuel Blagg Survey, Abstract No. 56, and being part of Lot 1, Block 1, Dickerman's First Addition (Wormington Estates, LLC, Owner; Kristy Olabimtan, Tenant; and Preston Trail Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit to Allow a Bed and Breakfast Establishment in a C-O (Commercial Office) District/Heritage Row Historical District at 402 South Crockett Street, being 0.162 acres in the Samuel Blagg Survey, Abstract No. 56, and being part of Lot 1, Block 1, Dickerman's First Addition (Wormington Estates, LLC, Owner; Kristy Olabimtan, Tenant; and Preston Trail Land Surveying, Surveyor)

Background:

The property is located at 402 South Crockett Street and is zoned C-O (Office) District. The owner is requesting a Specific Use permit to allow a bed and breakfast establishment in a C-O (Office) District.

The following has been approved for this location:

- June 11, 2002 - Zone Change from R-2 (Multi-Family Residential) District to C-O (Office) District.
- June 11, 2002 - Historical Board - Certificate of Appropriateness for a law office renovation.
- December 18, 2018 - Exception to allow off premise parking in lieu of the required 1 space per 200 square foot for an event center in a C-O (Office) District/Heritage ROW Historical District. P&Z Condition: Having an off-street parking lease agreement in place.
- December 18, 2018 - Specific Use Permit to allow a wedding and party event venue with living quarters in a C-O (Office) District/ Heritage ROW Historical District.P&Z Condition: Providing off-street parking.
- Exception to allow a natural landscape screen in lieu of the required 6' screening device abutting residential in a C-O (Office) District.

Origination:

Wormington Estates, LLC (Owner)
Kristy Olabimtan (Tenant)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 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.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6498
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Elevations/Photos
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6498

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A BED AND BREAKFAST ESTABLISHMENT IN A C-O (COMMERCIAL OFFICE) DISTRICT/HERITAGE ROW HISTORICAL DISTRICT AT 402 SOUTH CROCKETT STREET, BEING 0.162 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING PART OF LOT 1, BLOCK 1, DICKERMAN'S FIRST ADDITION (WORMINGTON ESTATES, LLC, OWNER; KRISTY OLABIMTAN, TENANT; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this OrdinanceWormington Estates, LLC (Owner), Kristy Olabimtan (Tenant) and Preston Trail Land Surveying (Surveyor) concerning the property at 402 South Crockett Street, Being 0.162 acres in the Samuel Blagg Survey, Abstract No. 56, and Being part of Lot 1, Block 1, Dickerman's First Addition are granted a Specific Use Permit to allow a bed and breakfast establishment in a C-O (Commercial Office) District/Heritage Row Historical District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance,

Ordinance No. 2280, the regulations applicable to the C-O (Commercial Office) District, Heritage Row Historical District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 1, Article 1.10 and Chapter 14, Exhibit A, Sec. 6.5; Sec. 7(14), Sec. 7(13) and Sec. 17).*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking for the bed and breakfast use shall be provided one space per guest room and one space per innkeeper; additional parking may be required for other uses on the property; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
7. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
10. Proposed driveway and parking do not meet City standard.
11. 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

Additional Conditions:

12. The Specific Use Permit is tied to the applicant, Kristy Olabimtan, such that the Specific Use Permit may be revoked if a person or entity other than Kristy Olabimtan is the lessee of the business.
13. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

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

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 6th day of June, 2022.

ADOPTED on this the 6th day of June, 2022.

EFFECTIVE DATE on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

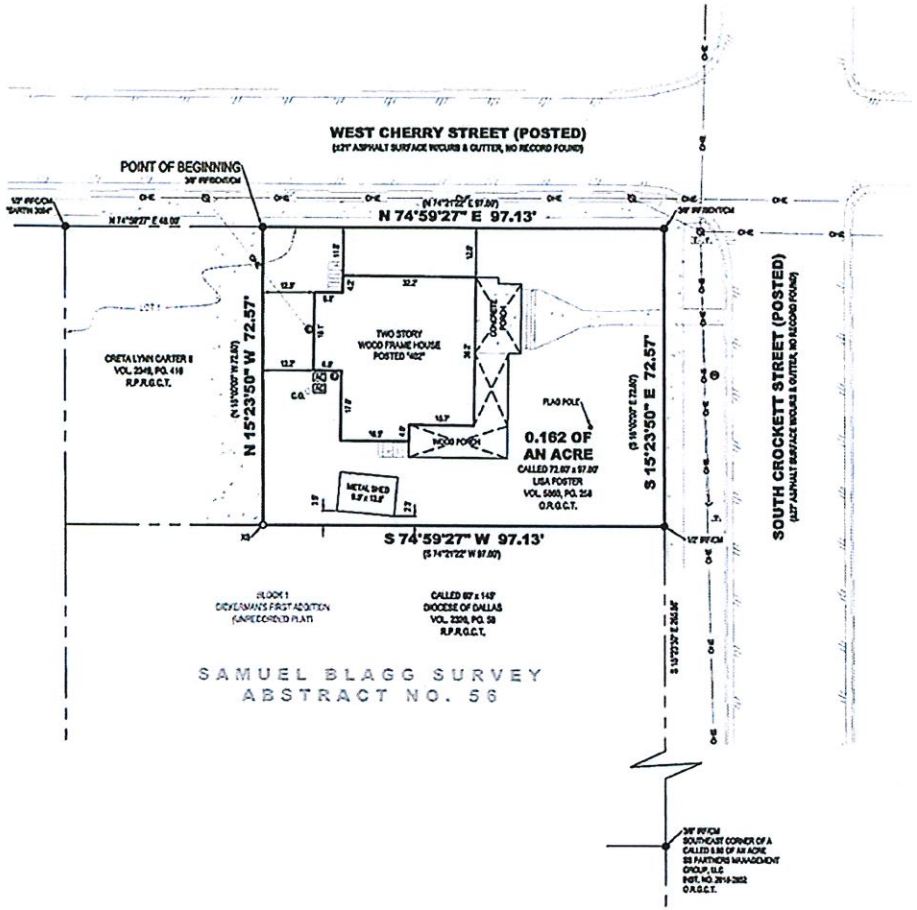
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



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

LAND DESCRIPTION:

BEING all of that tract or parcel of land situated in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, and being a retracement survey of a called 72.00-foot by 97.00-foot tract of land described in the deed to Lisa Foster, recorded in Volume 5869, Page 258, Official Records of Grayson County, Texas, the same being described as the east 97 feet of Lot One in Block One of Dickerman's First Addition (an unrecorded plat), and being more particularly described as follows:

BEGINNING at a bent 3/8-inch iron rod found for the northwest corner of said Foster Tract, common to the northeast corner of a tract of land described in the deed to Creta Lynn Carter II, recorded in Volume 2349, Page 416, Real Property Records of Grayson County, Texas, and on the southerly line of West Cherry Street;

THENCE North 74°59'27" East, with the northerly line of said Foster Tract, and with the southerly line of said West Cherry Street, a distance of 97.13 feet to a bent 3/8-inch iron rod found for the northeast corner of said Foster Tract, and at the intersection of the southerly line of said West Cherry Street, and with the westerly line of South Crockett Street;

THENCE South 15°23'50" East, with the easterly line of said Foster Tract, and with the westerly line of said South Crockett Street, a distance of 72.57 feet to a 1/2-inch iron rod found for the southeast corner of said Foster Tract, common to the northeast corner of a called 80-foot by 145-foot tract of land described in the deed to Diocese of Dallas, recorded in Volume 2320, Page 58, said Real Property Records;

THENCE South 74°59'27" West, with the southerly line of said Foster Tract, and with the northerly line of said Diocese of Dallas Tract, a distance of 97.13 feet to an "X" scribed in concrete set for the southwest corner of said Foster Tract, common to the southeast corner of aforesaid Carter Tract;

THENCE North 15°23'50" West, with the westerly line of said Foster Tract, and with the easterly line of said Carter Tract, a distance of 72.57 feet to the POINT OF BEGINNING and enclosing 0.162 of an acre (7,049 square feet) of land, more or less.

NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS:

Only those easements and/or other matters of record, as listed in Title Commitment GF No. 0127708, issued by Alliant National Title Insurance Company, countersigned by Red River Title Company, with an effective date of June 18, 2018, and an issued date of June 26, 2018, and relisted below were considered for this Survey. The surveyor did not perform an abstract of title.

10a. Any matter, including but not limited to, Easements, Roadways and/or Building Set Back Lines as shown on the plat of record in Volume 96, Page 496, Deed Records, Grayson County, Texas.
(Does not affect the surveyed property)

FLOOD STATEMENT:

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

Certify to: Wormington Estates, LLC; Lisa Foster, Alliant National Title Insurance Company, Red River Title Company;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 07/05/2018, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah, R.P.L.S. No. 6585

LEGEND

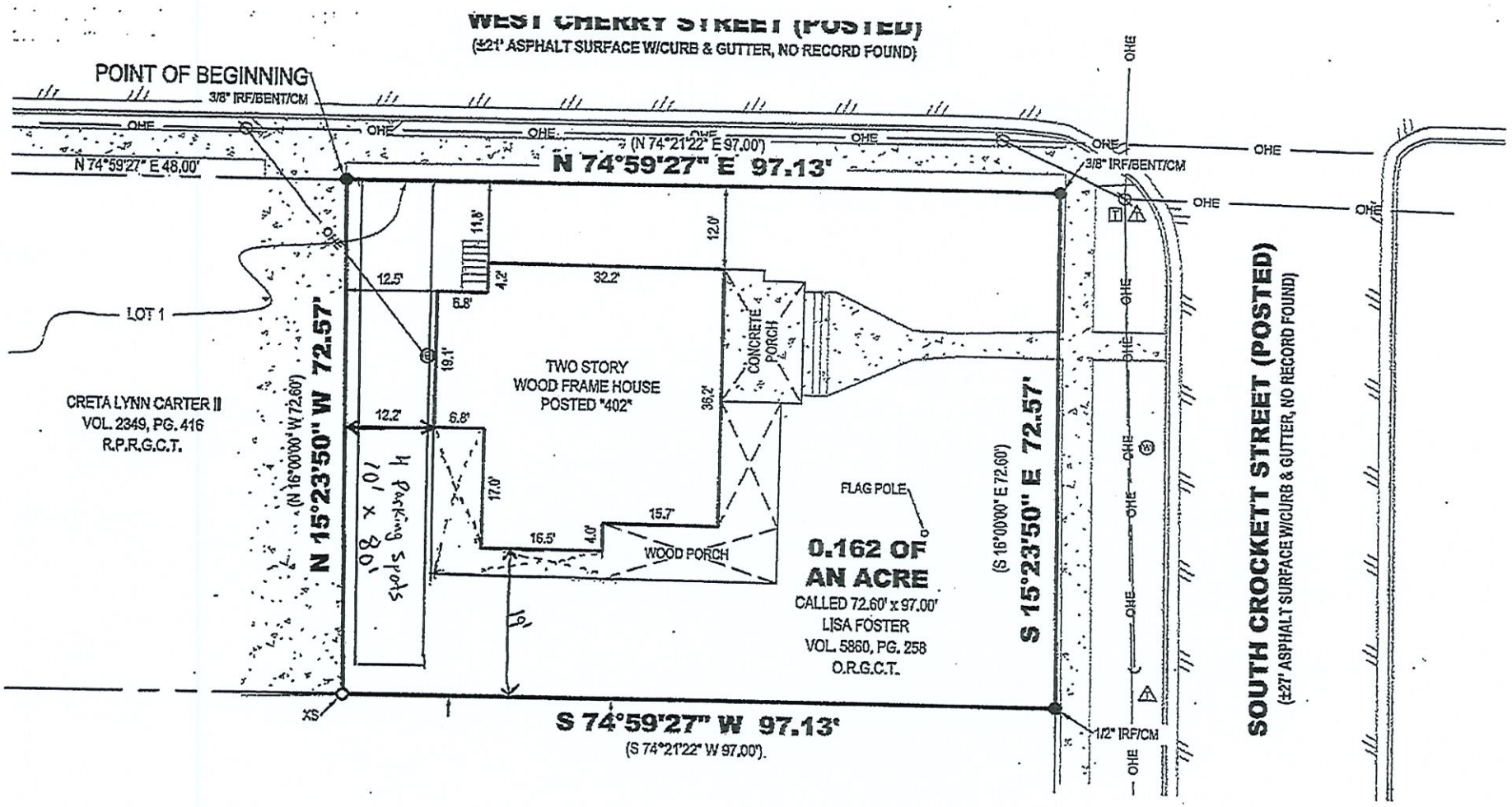
●	FOUND MONUMENT	⊛	ELECTRIC METER
○	SET MONUMENT	⊙	UTILITY/POWER POLE
IRF	IRON ROD FOUND	C—	CUT
XS	"X" SCRIBED IN CONCRETE SET	☎	TELEPHONE BOX
CM	CONTROLLING MONUMENT	△	BURIED TELEPHONE MARKER
( )	DEED OR PLAT CALL	⊛	NATURAL GAS METER
O.R.O.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	⊛	WATER METER
R.P.R.O.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS	C.O.	CLEAN OUT
VOL., PG.	VOLUME, PAGE	———	BOUNDARY LINE
		- - - -	ADJOINER LINE
		———	ASPHALT
		—OHE—	OVERHEAD ELECTRIC/UTILITY
	AC UNIT		

TITLE SURVEY
0.162 OF AN ACRE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
DICKERMAN'S FIRST ADDITION (UNRECORDED)
BLOCK 1, PART OF LOT 1
402 South Crockett Street, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING
83433 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: BMH	Scale: 1"=20'	Project No. 18-0289
	Checked by: CRN	Date: 07/05/2018	Sheet No. 1 of 1

EXHIBIT B


WEST CHERRY STREET (POSTED)
(±21' ASPHALT SURFACE W/CURB & GUTTER, NO RECORD FOUND)
POINT OF BEGINNING
3/8" IRF/BENT/CM
OHE
N 74°59'27" E 48.00'
(N 74°21'22" E 97.00')
N 74°59'27" E 97.13'
3/8" IRF/BENT/CM
LOT 1
CRETA LYNN CARTER II
VOL. 2349, PG. 416
R.P.R.G.C.T.
N 15°23'50" W 72.57'
(N 16°00'00" W 72.60')
TWO STORY
WOOD FRAME HOUSE
POSTED "402"
CONCRETE PORCH
WOOD PORCH
FLAG POLE
0.162 OF
AN ACRE
CALLED 72.60' x 97.00'
LISA FOSTER
VOL. 5860, PG. 258
O.R.G.C.T.
S 15°23'50" E 72.57'
(S 16°00'00" E 72.60')
SOUTH CROCKETT STREET (POSTED)
(±27' ASPHALT SURFACE W/CURB & GUTTER, NO RECORD FOUND)
S 74°59'27" W 97.13'
(S 74°21'22" W 97.00')
1/2" IRF/CM
XS

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

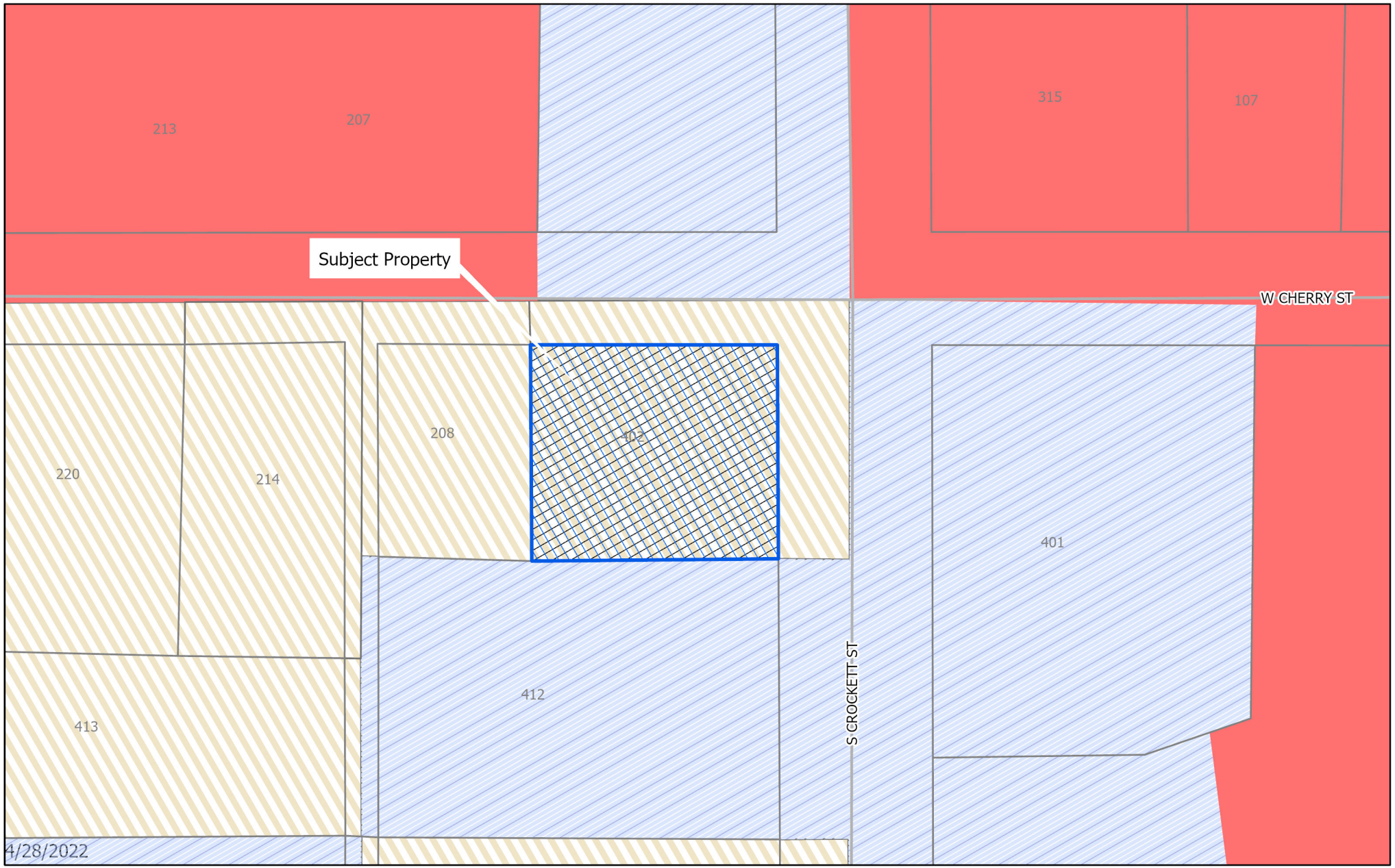
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(402 S Crockett St)

N
W E
S

Date: 4/28/2022 2:07 PM

Scale: 1:757



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(402 S Crockett St)

N
W E
S

Scale: 1:604

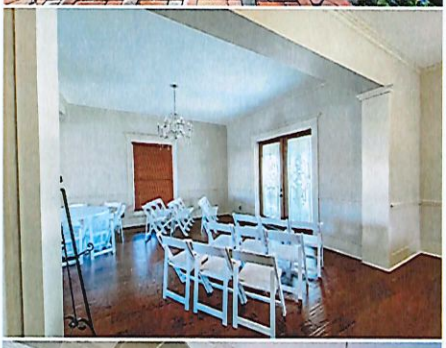
Date: 4/28/2022 2:07 PM

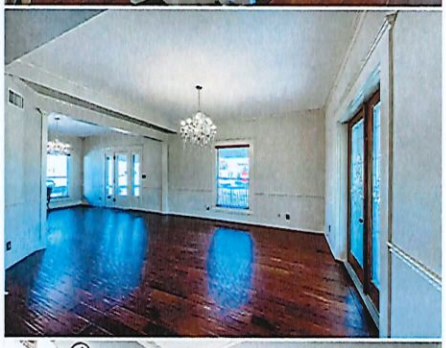
402 S. Crockett St.

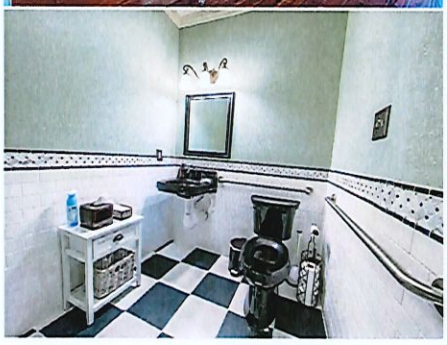
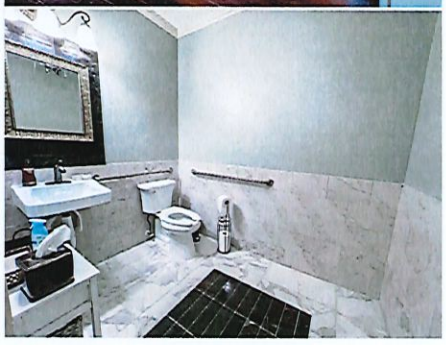
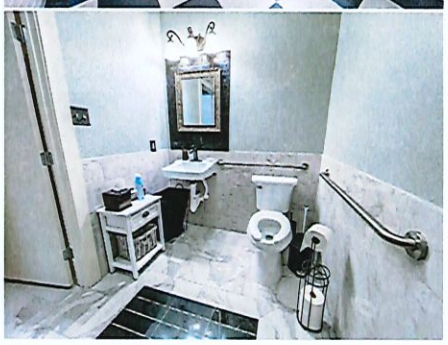
Schelle Photography

Noble Tree
Manor
903-818-2030 | 214-445-4445

Photos





History

Listing History from MLS

MLS #: **14707094** — **402 S Crockett St # 1Sherman** — Prop Type: **COML**
Pending

Field Name	Effective Dt	Change Dt	Chg Time	Previous Value	New Value	DOM
MlsStatus	03/28/22	03/28/22	03:06 PM	ACT	PND	139
ListPrice	02/11/22	02/11/22	10:55 AM	$3,000	$2,700	94
MLSStatus	11/09/21	11/09/21	11:48 AM		ACT	0

MLS #: **14705387** — **402 S Crockett St Sherman** — Prop Type: **RLSE**
Pending

Field Name	Effective Dt	Change Dt	Chg Time	Previous Value	New Value	DOM
MlsStatus	03/28/22	03/28/22	03:06 PM	ACT	PND	142
ListPrice	02/11/22	02/11/22	10:54 AM	$3,000	$2,700	97
MLSStatus	11/06/21	11/06/21	10:55 AM		ACT	0

MLS #: **13770101** — **402 S Crockett St Sherman** — Prop Type: **COMS**
Closed

Field Name	Effective Dt	Change Dt	Chg Time	Previous Value	New Value	DOM
MLSStatus	08/16/18	08/17/18	11:17 AM	PND	SLD ($120,000)	131
MLSStatus	06/14/18	06/29/18	05:29 PM	AOC	PND	131
MLSStatus	06/14/18	06/14/18	04:58 PM	ACT	AOC	131
ListPrice	03/04/18	03/04/18	08:04 PM	$147,500	$129,000	29
MLSStatus	02/03/18	02/04/18	02:57 PM		ACT	1

Sherman
CLASSIC TOWN. BROAD HORIZON.

Developmental Services

STAFF REVIEW LETTER

May 10, 2022

Kristy Olabimtan
402 S. Crockett St.
Sherman, TX 75090

Preston Trail Surveying
83493 N. Hwy 289, Ste 5
Pottsboro, TX 75076

Wormington Estates, LLC
212 E Virginia St
McKinney, TX 75070

Dear Applicants,

The request for a variance to allow a bed and breakfast establishment in a C-O (Commercial Office) District in lieu of the required R-1 (One-Family Residential) District, a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a bed and breakfast establishment in a C-O (Commercial Office) District located at 402 South Crockett Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, May 17, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-O (Commercial Office) District, Heritage Row Historical District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 1, Article 1.10 and Chapter 14, Exhibit A, Sec. 6.5; Sec. 7(14), Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking for the bed and breakfast use shall be provided one space per guest room and one space per innkeeper; additional parking may be required for other uses on the property; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
7. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
10. Proposed driveway and parking do not meet City standard.
11. 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

It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer City Attorney
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 30.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

402 SOUTH CROCKETT STREET

The request of Wormington Estates, LLC (Owner), Kristy Olabimtan (Tenant) and Preston Trail Land Surveying (Surveyor) concerning the property at 402 South Crockett Street, being 0.162 acres in the Samuel Blagg Survey, Abstract No. 56, and being part of Lot 1, Block 1, Dickerman's First Addition, as follows:

Board of Adjustments

A. Variance under Ordinance No. 2280, Section 6.5, Subsection (4) to allow a bed and breakfast establishment in a C-O (Office) District/Heritage Row Historical District in lieu of the required R-1 (One-Family Residential) District.

Planning and Zoning Commission

B. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a bed and breakfast establishment in a C-O (Office) District/Heritage Row Historical District.

Background:

The property is located at 402 South Crockett Street and is zoned C-O (Office) District. The owner is requesting a Specific Use permit to allow a bed and breakfast establishment and a variance to allow the bed and breakfast establishment in a C-O (Office) District in lieu of the required residential district.

The following has been approved for this location:

- June 11, 2002 - Zone Change from R-2 (Multi-Family Residential) District to C-O (Office) District.
- June 11, 2002 - Historical Board - Certificate of Appropriateness for a law office renovation.
- December 18, 2018 - Exception to allow off premise parking in lieu of the required 1 space per 200 square foot for an event center in a C-O (Office) District/Heritage ROW Historical District. P&Z Condition: Having an off-street parking lease agreement in place.
- December 18, 2018 - Specific Use Permit to allow a wedding and party event venue with living

quarters in a C-O (Office) District/ Heritage ROW Historical District.P&Z Condition: Providing off-street parking.

- Exception to allow a natural landscape screen in lieu of the required 6’ screening device abutting residential in a C-O (Office) District.

Adjacent Zoning:

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

Origination:

Wormington Estates, LLC (Owner)
Kristy Olabimtan (Tenant)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Urban/Downtown – Buildings are two to five stories and are built right up to the sidewalk, creating a sense of enclosure. Sidewalks provide pedestrian access and streetscape amenities. Parking is available along the street or in small parking lots in the rear of the buildings.

Number of notices mailed:

9

Objections Received:

0

Development Review Meeting:

No

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 12.**

Meeting Date: 06/06/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6488, 6489, 6490, 6491, 6492, 6493, 6494, 6495, 6496, 6497 & 6498.

Issue:

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6488**
Amending Chapter 13 of the Code of Ordinances (Utilities), Article 13.06 (Solid Waste), Section 13.06.005 (Charges for Residential Refuse Collection) to Remove the Option for a Recycling Container

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6489**
Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2022"; Specifying the Terms and Features of Said Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Note; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6490**
Relating to Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (City of Sherman Project); and Approving the Issuance Thereof and the Notice of Sale Prepared in Connection with the Public Offering of the Bonds and the Facilities to be Constructed or Acquired by such Authority

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6491**
Extending the Corporate Limits of the Said City so as to Annex an Area of Land Consisting of Approximately 150.434 acres of Land Located South of W Lamberth Road, West of Carriage Estates Road and North of Sand Creek, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowners; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and Hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6492**

Amending Section 12 and Section 6.12, Subsection (5)(A), Ordinance No. 2280, So As to Rezone Property Generally, located in the 3400-4000 Blocks West Lamberth Road, being 143.742 acres in Part of the Ralston W. Adams Survey, Abstract No. 18, Part of the G.R. Reeves Survey, Abstract No. 1020, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, as a Planned Development District Subject to this Ordinance and Ordinance No. 2280 (Lamberth Hickery Hill, LLC, Owner; Linesight Development, Developer; Underwood Drafting & Surveying, Surveyor); Providing that the Property is Rezoned and Placed in the Zoning Classification of Planned Development; Describing the Property to be Rezoned; 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. 6493**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Two-Family Dwelling (Duplex) in an R-1 (One-Family Residential) District at 620 and 624 East King Street, being 0.29 Acres and Being a Replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition (Arthur Nunez, Malachi 310 Construction, LLC, Owner; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6494**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located at 3012 Texoma Parkway, being 5.839 acres in the Reuben Hendrix Survey, Abstract No. 504 and also being Lot 2, Block 1, Aaron's Addition (Avant Capital, LLC, Owners; Greg Guerin, East Star Design, Representative/Architect; David L. Garrison Landscape Design Studio, Landscape Designer; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6495**

Amending Ordinance 6149 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to the Specific Use Permit to Allow a High School (Grades 9-12) in an R-1 (One Family Residential) District/C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District at 2907 West Travis Street, being 94.760 acres in the Elizabeth Jones Survey, Abstract No. 625 (Sherman Independent School District, Owner; Tyson Bennett, Representative; and Mike Wilson, Teague Nall and Perkins, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6496**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located in the 1300-1400 Blocks West Taylor Street, being 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 (Terrell 176 Partners, LLC, Owner; Bryan Moore, Representative; DBA Architects, Architect; Kimley-Horn and Associates (Engineer), MDG Landscape Architects, Landscape Architect; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6497**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Mini-Warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District in the 2100-2200 Blocks North Travis Street, being 2.809 acres in the J.B. McAnair Survey, Abstract No. 763 and being a part of Lot 2, Replat of Lot 3, Block 2, Independence Square Addition, Section Three (Post Oak Trust, Owner; Brad Tidwell, Prospective Buyer; BACA Architecture, Architect; Stephens Engineering, Engineer; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6498**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Bed and Breakfast Establishment in a C-O (Commercial Office) District/Heritage Row Historical District at 402 South Crockett Street, being 0.162 acres in the Samuel Blagg Survey, Abstract No. 56, and being part of Lot 1, Block 1, Dickerman's First Addition (Wormington Estates, LLC, Owner; Kristy Olabimtan, Tenant; and Preston Trail Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6898

Acknowledging Receipt of A Petition Submitted by Landowner Sparks Shepard Ventures, LLC to Create A Municipal Utility District over Approximately 391.322 Acres of Land in the Corporate Limits of the City of Sherman, Texas; Consenting to the Inclusion of the Land within the District and the Creation of the Municipal Utility District to be known as the Shepherd's Place Municipal Utility District No. 1 of Grayson County in Accordance with Section 54.016 of the Texas Water Code Subject to Certain Conditions

Issue:

Consider and act upon acceptance of a petition to create a municipal utility district over an approximate 391.322-acre tract of land located in the corporate limits of the City of Sherman, Texas, and consenting to the same in accordance with Section 54.016 of the Texas Water Code

Background:

This development is an approximate 391.322 acre tract south of West Shepherd Drive in the City of Sherman, Texas.

Sparks Shepard Ventures LLC ("Petitioner") has submitted to the Mayor and City Council of the City of Sherman, Texas a Petition ("Petition") for Consent to Create Shepherd's Place Municipal Utility District (MUD) No. 1 of Grayson County ("District"). The Petition, along with the separate Consent Resolution to support the creation of the MUD on this agenda, are requested in order for the Petitioner to take the next steps in creation of the MUD through action of the Texas State Legislature. This MUD will allow the developer to recoup certain costs related to the development of public infrastructure improvements within the Development.

Origination:

Sparks Shepard Ventures LLC
City Manager

Financial Consideration:

There is no financial impact related to receipt of this Petition. All costs related to the Petition and creation of the MUD will be paid by the Petitioner.

Staff Recommendation:

City Staff recommends that City Council approve this Resolution acknowledging receipt of the MUD Petition and consenting to the creation of the MUD.

Alternatives:

As may be directed by the Council.

Attachments

Resolution No. 6898

Petition for Consent to Create MUD

Aerial Location Map

RESOLUTION NO. 6898

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACKNOWLEDGING RECEIPT OF A PETITION SUBMITTED BY LANDOWNER SPARKS SHEPARD VENTURES, LLC TO CREATE A MUNICIPAL UTILITY DISTRICT OVER APPROXIMATELY 391.322 ACRES OF LAND IN THE CORPORATE LIMITS OF THE CITY OF SHERMAN, TEXAS; CONSENTING TO THE INCLUSION OF THE LAND WITHIN THE DISTRICT AND THE CREATION OF THE MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS THE SHEPHERD'S PLACE MUNICIPAL UTILITY DISTRICT NO. 1 OF GRAYSON COUNTY IN ACCORDANCE WITH SECTION 54.016 OF THE TEXAS WATER CODE SUBJECT TO CERTAIN CONDITIONS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES AND AN EFFECTIVE DATE.

WHEREAS, Sparks Shepard Ventures LLC, a Texas limited liability company (the "Petitioner"), submitted to the City of Sherman, Texas, a petition for consent to the creation of Shepherd's Place Municipal Utility District No. 1 of Grayson County (the "District"), as set forth in Exhibit A, attached hereto, to serve the approximately 391.322 acres of land, more or less, in the City of Sherman, Grayson County, Texas, as described in Exhibit B, attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, Section 54.016 of the Texas Water Code requires the City's consent to the creation of the District; and

WHEREAS, the land to be included within the District is located wholly within the corporate limits of the City of Sherman, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Sherman, Texas a Petition for Consent to Creation of Shepherd's Place Municipal Utility District No. 1 of Grayson County; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City of Sherman, Texas, desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system, as follows.

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

SECTION 1. That the City Clerk has received a valid petition (the "MUD Petition") from the Petitioner to create a Municipal Utility District over approximately 391.322 acres of land in the corporate limits of the City of Sherman Texas, as more particularly described in the District Petition (the "MUD") and Exhibit B, attached hereto. The MUD is to be known as the Shepherd's Place Municipal Utility District No. 1 of Grayson County.

SECTION 2. That the City Council acknowledges the receipt of the District Petition. The City Council consents to the inclusion of the land described in the District Petition within the District and the creation of the District, conditioned on the following: (a) that the District construct all facilities to serve the land in accordance with plans and specifications which have been approved by the City; (b) that the City shall have the right to inspect all facilities being constructed by the District; (c) that the purposes for which the District may issue bonds are restricted to the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system within the District and for other purposes authorized by law for the District, (d) that the Petitioner and the City enter into one or more enforceable master development agreements pertaining to the development of the land and operation of the District and that the Petitioner complies with the same, and (e) that the District and the Petitioner comply with all applicable laws, ordinances, regulations, agreements and other requirements in the creation and operation of the District.

SECTION 3. That the City Manager be and is hereby authorized and directed to take all required action to support the creation of the District by the Petitioner in accordance with this Resolution.

SECTION 4. That it is found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 5. That should any section, subsection, sentence, clause or phrase of this resolution be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this resolution, 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 6. All provisions of any resolution in conflict with this resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

SECTION 7. This resolution shall become effective from and after its adoption.

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DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of June, 2022.

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

PETITION FOR CONSENT TO CREATION OF
SHEPHERD'S PLACE MUNICIPAL UTILITY DISTRICT NO. 1 OF GRAYSON COUNTY

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF SHERMAN:

The undersigned (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.042 of the Texas Local Government Code, respectfully petition this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be "Shepherd's Place Municipal Utility District No. 1 of Grayson County" (the "District").

II.

The District shall be organized under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain a total area of approximately 391.322 acres of land (the "Property"), situated within Grayson County, Texas, described by metes and bounds in Exhibit "A," attached hereto and incorporated herein. The Property is located wholly within the corporate limits of the City of Sherman, Grayson County, Texas, and is not within the corporate limits or extraterritorial jurisdiction of any other city, town or village.

IV.

The undersigned constitutes a majority in value of the holders of title to the Property, as shown by the tax rolls and conveyances of record since the date or preparation of said county tax rolls.

V.

The proposed District shall be organized for the following purposes:

(1) provide a water supply for the District for municipal and domestic uses;
(2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;

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(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;

(4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and

(5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

The aforementioned purposes may be accomplished by any mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the extent authorized by law and the creation of the District, to the end that public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected and restored.

VI.

The general nature of the work anticipated to be done by the District at the present time is: (i) the construction of a water distribution system for domestic purposes; (ii) the construction of a sanitary sewer system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the constriction and financing of macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads; and (v) such other construction, installation, maintenance, purchase and operation of such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized, all to the extent authorized by law from time to time.

VII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities and services, or roads. The health and welfare of the future inhabitants of the District require the provision of adequate water, storm and sanitary sewer facilities and services, and roads.

The provisions of such water, storm and sanitary sewer facilities and services, and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters, and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

The property cannot be developed without the creation of the District to finance the water, sanitary sewer, and drainage facilities and services, and roads; therefore, a public necessity exists.

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VIII.

The proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the proposed District is of such nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said territory will be rapidly developed for residential use.

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District on the Property, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately $63,000,000.00.

X.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Sherman, Texas, adopt a resolution giving its written consent to the creation of the District to include the Property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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RESPECTFULLY SUBMITTED this the 31 day of MAY, 2021 2022

PETITIONER:

SPARKS SHEPARD VENTURES LLC,
a Texas limited liability company

By: _____
Name: RAVI POLISHETTY
Its: MANAGING PARTNER

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 31 day of May, 2022 by Ravi Polishetty, Managing Partner of Sparks Shepard Ventures LLC, a Texas limited liability company, on behalf of said limited liability company.

TERESA STULTS
Notary Public, State of Texas
Comm. Expires 03-18-2024
Notary ID 130585703

_____
Notary Public, State of Texas

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EXHIBIT A
Property Metes and Bounds

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RESIDENTIAL PD - MUD

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Friar McNeely Survey, Abstract No. 826, and the M. Hunt Survey, Abstract No. 603, City of Sherman, Grayson County, Texas, the subject tract being part of the following three tracts of land, as described in the Deed to Yongshik Kim and Sae Un Kim recorded in Volume 5657, Page 52 of the Real Properties Records, Grayson County, Texas (RPRGCT), as described in the Deed to Yongshik Kim recorded volume 4436, page 271 (RPRGCT) as described in the Deed to Yongshik Kim recorded volume 4461, page 277 (RPRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the north property line of a tract as described in deed to South 266 LLC, recorded in Doc. No. 2018-23515 (RPRGCT), said point bearing N 89°49'08" W a distance of 1470.67 feet from a ½" capped iron rod found marking the northeast property corner of said South 266 LLC tract, same corner being the west line of State Highway No. 75, a variable width right-of-way;

THENCE N89°49'08"W, 4236.04 feet along the north line thereof a ½" caped iron rod found;

THENCE N01°25'13"W, 2755.32 feet along the west property line of a tract as described in a deed to WCH Family Partnership, recorded in volume 4568, page 789 (RPRGCT), a ½" iron rod found;

THENCE N88°48'00"E, 221.40 feet along the south property line of a tract as described in a deed to VPKK, Ltd., recorded in volume 2611, page 482 (RPRGCT), a capped ½" iron rod found;

THENCE N87°40'02"E, 216.09 feet along the south property line of a tract as described in a deed to Brian Parks, recorded in volume 5294, page 183, (RPRGCT);

THENCE N88°19'14"E, 161.80 feet along the south property line of a tract as described in a deed to Ryan Stoll, recorded in volume 5906, page 810, (RPRGCT) a 60d nail found;

THENCE N0°54'10"W, 1090.84 feet along an east property line of a tract as described in a deed to Ryan Stoll, recorded in volume 5906, page 810, (RPRGCT) a 3/8" iron rod found;

THENCE along the south property line of the Ryan Stoll tract thereof the following:

N89°37'31"E, 1415.79 feet;

S03°36'18"E, 18.73 feet;

N78°12'41"E, 10.91 feet;

N85°50'44"E, 89.81 feet;

S86°31'15"E, 211.78 feet a ½" iron rod found;

N84°29'14"E, 137.85 feet;

N1°17'26"W, 35.24 feet;

THENCE along the south property line of the of a tract as described in a deed to Texas Instruments, recorded in volume 1036, page 247, (RPRGCT), the following:

N88°20'08"E, 257.02 feet;

S73°48'26"E, 102.70 feet a MAG nail with flasher found;

N89°04'55"E, 179.81 feet;

THENCE S01°03'90"E, 125.85 feet leaving south property line thereof;

THENCE S57°41'08"E, 893.02 feet;

THENCE S27°41'41"W, 70.17 feet;

THENCE S57°40'15"E, 252.32 feet;

THENCE Around a tangent curve to the right having a central angle of 42°41'21", a radius of 500.00 feet, a chord of S36°19'34"E -363.98 feet, and an arc distance of 372.53 feet;

THENCE S14°58'54"E, 94.36 feet;

THENC N60°44'53"E, 30.96 feet;

THENCE Around a tangent curve to the right having a central angle of 60°21'56", a radius of 750.00 feet, a chord of S87°53'12"W-754.14 feet, and an arc distance of 790.18 feet;

THENCE S57°42'14"E, 484.67 feet;

THENCE Around a non-tangent curve to the right having a central angle of 21°38'13”, a radius of 600.00 feet, a chord of S30°13'44"W-225.24 feet, and an arc distance of 226.58 feet;

THENCE S41°02'51"W, 300.15 feet;

THENCE Around a tangent curve to the right having a central angle of 7°26'48", a radius of 800.00 feet, a chord of S44°46'15"W-103.90 feet, and an arc distance of 103.97 feet;

THENCE S41°30'22"E, 541.35 feet;

THENCE Around a tangent curve to the right having a central angle of 51°44'24", a radius of 300.00 feet, a chord of S15°38'10"E -261.80 feet, and an arc distance of 270.91 feet;

THENCE S10°14'02"W, 90.53 feet;

THENCE N79°45'58"W, 62.55 feet;

THENCE Around a tangent curve to the left having a central angle of 24°54'46", a radius of 1200.00 feet, a chord of S87°46'39"W-517.67 feet, and an arc distance of 521.77 feet;

THENCE Around a non-tangent curve to the right having a central angle of 45°17'02", a radius of 500.00 feet, a chord of S12°25'00"E -384.97 feet, and an arc distance of 395.18 feet;

THENCE S10°13'31"W, 241.55 feet;

THENCE Around a tangent curve to the left having a central angle of 10°02'41", a radius of 500.00 feet, a chord of S05°12'11"W -87.54 feet, and an arc distance of 87.66 feet;

THENCE S00°10'50"W, 144.36 feet;

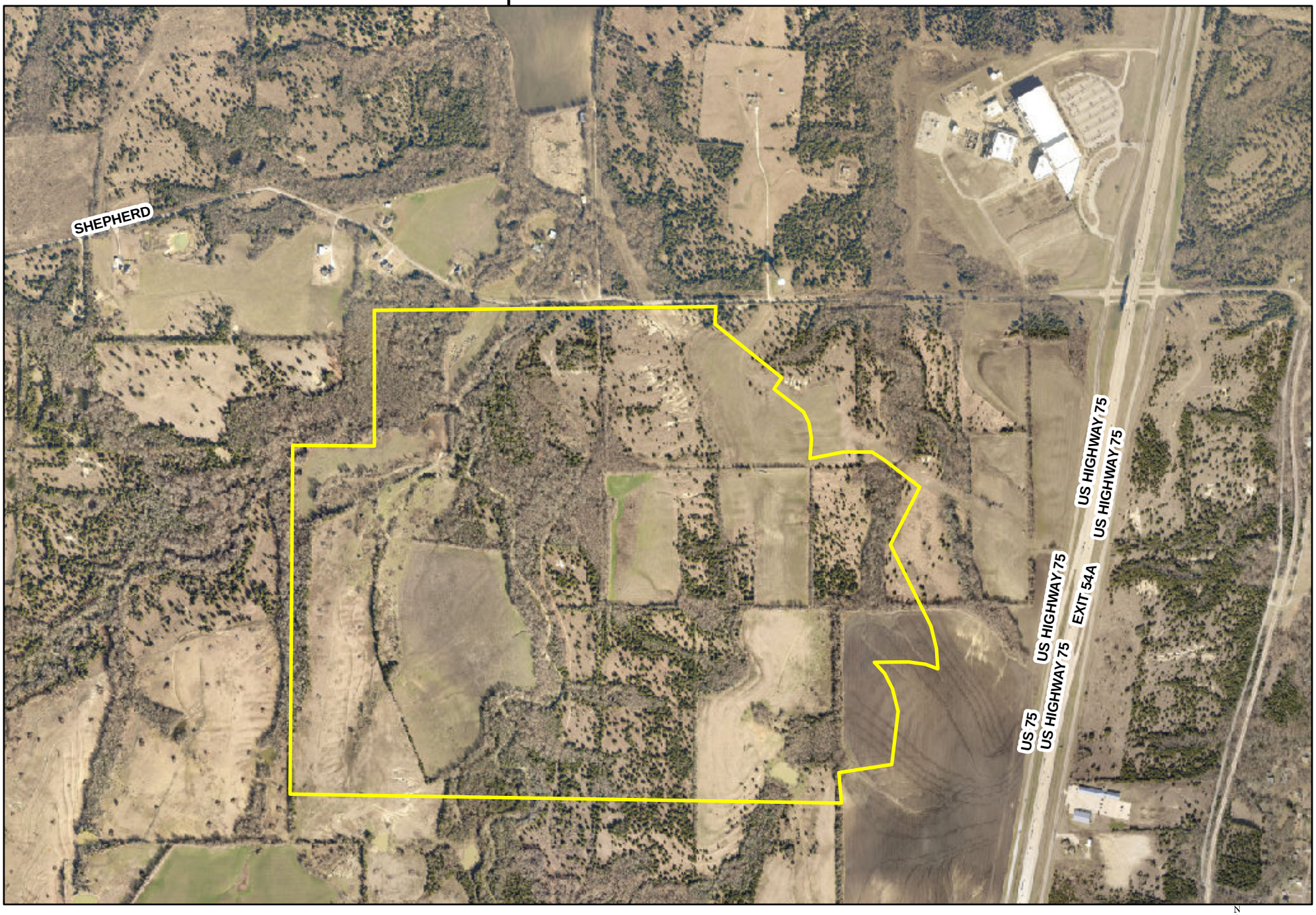
THENCE Around a non-tangent curve to the left having a central angle of 05°08'49", a radius of 1000.00 feet, a chord of S86°16'10"W -89.80 feet, and an arc distance of 89.83 feet;

THENCE S83°41'20"W, 446.53 feet;

THENCE Around a non-tangent curve to the right having a central angle of 6°29'15", a radius of 990 feet, a chord of S03°03'46"E -112.04 feet, and an arc distance of 112.10 feet;

THENCE S0°10'52"W, 174.72'feet to the POINT OF BEGINNING with the subject tract containing 17,045,962 square feet and 391.321 acres of land.

Shepherd's Place Residential



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 06/06/2022

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6899

Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 219 West Houston Street

Issue:

An agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 219 West Houston Street

Background:

The City Council has allocated $50,000 of the General Fund revenues for the 2021-2022 fiscal year for a Building Restoration and Improvement Grant Program designed to stimulate substantial, visible, and permanent improvements to historically significant commercial buildings and to spur interest in vacant and underutilized buildings of historical value in the Central Business District. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of $25,000 per project.

This application is the second received in fiscal year 2022. The project is to restore the historic structure established in approximately 1920 and located at 219 West Houston Street in Downtown Sherman. The project will restore and renovate the interior and exterior of the 13,680 square foot structure. The expected qualified costs for the proposed renovation work are approximately $214,458.00. The project qualifies for the maximum matching grant of $25,000.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

Of the originally budgeted $50,000 for FY 2022, $42,041.51 remains unallocated. A full grant approval of $25,000 would leave $17,041.51 for the remainder of the fiscal year.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to David Downtain, d/b/a RP Sherman Properties II, LLC, in the amount of $25,000.

Alternatives:

As directed by Council

Attachments

Resolution No. 6899
Application
Renovation Plans
Existing Structure
Finished Rendering
Aerial Location Map

RESOLUTION NO. 6899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 219 WEST HOUSTON STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for improvements to 219 West Houston Stree under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY

File #_____

Assessment Role Number _____ Assessed Property Value _____

Property Address _____

Date Application Received _____ Date Application Completed _____

CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: RP Sherman Properties II, LLC
   Mailing address: 1200 N. East Street
   City: Sherman State: TX Zip: 75090

2. Applicant's daytime telephone number: 940-289-0200
   Cell # (972)832-8011 Facsimile # ( )
   E - mail address: ddowntain@risenproperties.com

3. Status of applicant (please check one)
   - X Property owner with vacant facility
   - ____ Property owner with tenant business
   - ____ Property owner/operator of existing business on property
   - ____ Property tenant with property owner consent

4. Owner of property is a/an (please check one)
   - ____ Individual
   - X Partnership (attach copy of Partnership Agreement)
   - ____ Corporation/profit (attach copy of Articles of Incorporation)
   - ____ Corporation/nonprofit (attach list of officers and directors)
   - ____ Trust (attach copy of Trust Agreement)
   - ____ Other

5. Length of ownership: 10 Months
   Date purchased: August 3rd 2021

II. Property Information

1. Address of property to be improved:
   219 W. Houston Street

2. Legal description of subject property:
   OTP SHERMAN, BLOCK 1, LOT 1, 50 X 100 5000 SF 50 X 100 5000 SF and
   ALLEN S B ADDN, BLOCK W, LOT E 37, 37X140 5250 SF

3. Tax Assessor Parcel Number(s):
   161829 and 161738

4. Year built: early 1900's Square footage: 13,680 sf

5. Is this a National Register building? Yes___ No X (check one)
   Is this a building of known historical significance? Yes X No___ (check one)

6. What are the current types of businesses occupying the building?
   None - this property has been vacant for 30+ years

7. Name and phone number of tenant(s), if applicable: n/a
   (Attach additional names/numbers, if needed)

8. Use of building after construction: Multi-Tenant mixed use - retail, restaurant, office

9. Number of parking spaces provided: 2 Proposed:_____ Total:_____

10. Current zoning: Central Business District

11. Is a zoning amendment required? Yes___ No X (check one)

12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

   Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: Phase One of renovations are intended to restore and preserve the full exterior of the property. Work encompasses:

Exterior Stucco and Brick repair, Replacement of Rotten Wood, replacement of all Windows and Exterior Doors, front Facade update, TPO Roof and Coping

☒ **Designs Attached** ☐ **Before Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed? New Jobs based on Tenants

_____Full-time positions _____Part-time positions

3. How many **new positions** will result from this project? Estimated 10-14

_____Full-time positions _____Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:
   Joshua Downtain, d2Built.com 940-289-0202

   Amount: $214,458.00 construction contract is cost-plus

2. Name/Company and Phone Number of Second Contractor:
   Joe Tully, PintrailRestoration.com 469-642-9910

   Amount: $240,000.00

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: Phase One 215,000.00

5. Estimated completion date for your improvements? June 2023

V. Historic Significance

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, _____, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

Sworn to (or declared before me), Doris C Caston, a Notary Public in and for the State of Texas, on this the 23 day of May, 2023.

Applicant

Co-Applicant

Property Owner (if different from Applicant)

Notary Public, State of Texas
My Commission Expires: _____

DORIS C. CASTON
Notary Public, State of Texas
Comm. Expires 02-06-2025
Notary ID 10760367

VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, R.P. Sherman Properties II, LLC.,
am the owner of the land that is the subject of this Application and, for the purposes of the Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the _____ for the purposes of processing this application.

5/23/22
Date

Signature of Owner(s)

VIII. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies for the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program, including the requirement of a conditional property lien, and hereby authorize _____ (Agent) to act on my/our behalf with respect to the application.

_____
Date

_____
Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed		
Property Taxes Paid in Full		
Work Order Search (Building)		
Fire Code Conformity		
Master Plan Conformity		
Zoning Conformity		
Building Regulations Conformity		
Copy of Deed Attached		
Copy of Mortgage Attached		
Proof of Historical Significance		
Architectural Renderings		
Elevation Renderings		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

AGREEMENT

THIS AGREEMENT is made and entered into on this the _____ day of _____, 20____, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as "City", and _____, hereinafter referred to as "Applicants."

WITNESSETH THAT, in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

I.
TERMS OF AGREEMENT

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at _____ in the City of Sherman, Grayson County, Texas, hereinafter referred to as "Property," lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program's "Guidelines and Policies," a copy of which has been provided to the Applicants and is attached hereto as Exhibit "A" and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.

2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants' proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program's Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit "B" and incorporated into this Agreement for all purposes.

3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.

4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is

begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.

5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.

6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.

7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.

8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.

9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.

10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.

11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.

12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.

13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the

historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II.
GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, theirs employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas.

Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____day of _____, 2_____.

CITY OF SHERMAN, TEXAS:

By: _____
Robby Hefton, City Manager

APPLICANTS:

By: _____
Name: _____
Address: _____
_____
Phone: _____

By: _____
Name: _____
Address: _____
_____
Phone: _____

APPROVED AS TO FORM AND CONTENT:

By: _____
Brandon S. Shelby,
City Attorney

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM

Rebate Claim Form

Program Participant(s):_____

Project Address:_____

Interior Improvements:
Type:

_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
Sub-Total	$_____

Exterior Improvements:
Type:

_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
Sub-Total	$_____

Total Rebate Amount (per Program Guidelines): $_____

I/We hereby make a formal claim for reimbursement of the above-indicated expenses incurred in improving the interior and exterior of the subject property under the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program. I/We certify that the expenses incurred are as listed and have attached invoices marked "paid" and copies of cancelled checks in support of the claim.

Date:_____

_____
Applicant

_____
Applicant

EXISTING COMMERCIAL BUILDING AT 219-221 W HOUSTON, SHERMAN,TX

FACADE

FOR REVISION ONLY

GENERAL NOTES AND SPECIFICATIONS

1-THE GENERAL CONTRACTOR SHALL FULLY COMPLY WITH STATE AND LOCAL CODE REQUIREMENTS FOR THE OF SHERMAN,TX.

2-THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWINGLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES, OR REGULATIONS.

3-THE CONTRACTOR SHALL ALSO PERFORM COORDINATION WITH ALL UTILITIES AND STATE SERVICE AUTHORITIES.

4-WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE GENERAL CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) AND CONDITIONS ON THE JOB AND MUST NOTIFY THIS OFFICE OF ANY VARIATIONS FROM THESE DRAWINGS.

5-THIS OFFICE SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, ACTS OR OMISSIONS OF THE CONTRACTOR OR SUBCONTRACTOR, OR FAILURE OF ANY OF THEM TO CARRY OUT WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. AND DEFECT DISCOVERED IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THIS OFFICE BY WRITTEN NOTICE BEFORE PROCEEDING WITH WORK. REASONABLE TIME NOT ALLOWED THIS OFFICE TO CORRECT THE DEFECT SHALL PLACE THE BURDEN OF COST AND LIABILITY FROM SUCH DEFECT UPON THE CONTRACTOR.

WALL LEGEND

EXTERIOR WALL-TWO LAYER BRICK WALL. PLASTER FINISHED INSIDE

INTERIOR WALL - 2X4 FRAMING, WOOD FURRING, PLASTER FINISH

PROPERTY DESCRIPTION

1- ROW BLDG TYPE: COMMERCIAL STATE CODE: F1 LIVING AREA: 9, 000.00SQFT

2- ROW BLDG TYPE: COMMERCIAL STATE CODE: F1 LIVING AREA: 4, 680.00SQFT

COMMERCIAL BUILDING

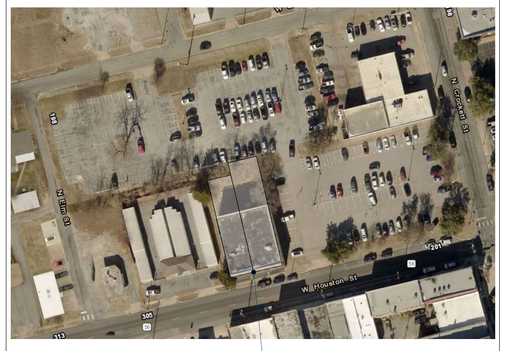
LEGAL DESCRIPTION:

1- OTP SHERMAN, BLOCK 1, LOT 1, 50 X 100 5000 SF
2- ALLEN S B ADDN, BLOCK W, LOT E 37, 37X140 5250 SF

ADDRESS: 219-221 W HOUSTON, SHERMAN, TX,

ZONING: C1-RETAIL BUSINESS DISTRICT

VICINITY MAP



JOB SITE

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-8130
www.TheDrafterguy.com

PROJECT:
AS-BUILT COMMERCIAL BUILDING
219-221 W HOUSTON, SHERMAN, TX

CLIENT:
-

DESCRIPTION:
COVER PAGE

DATE:
2/11/2022

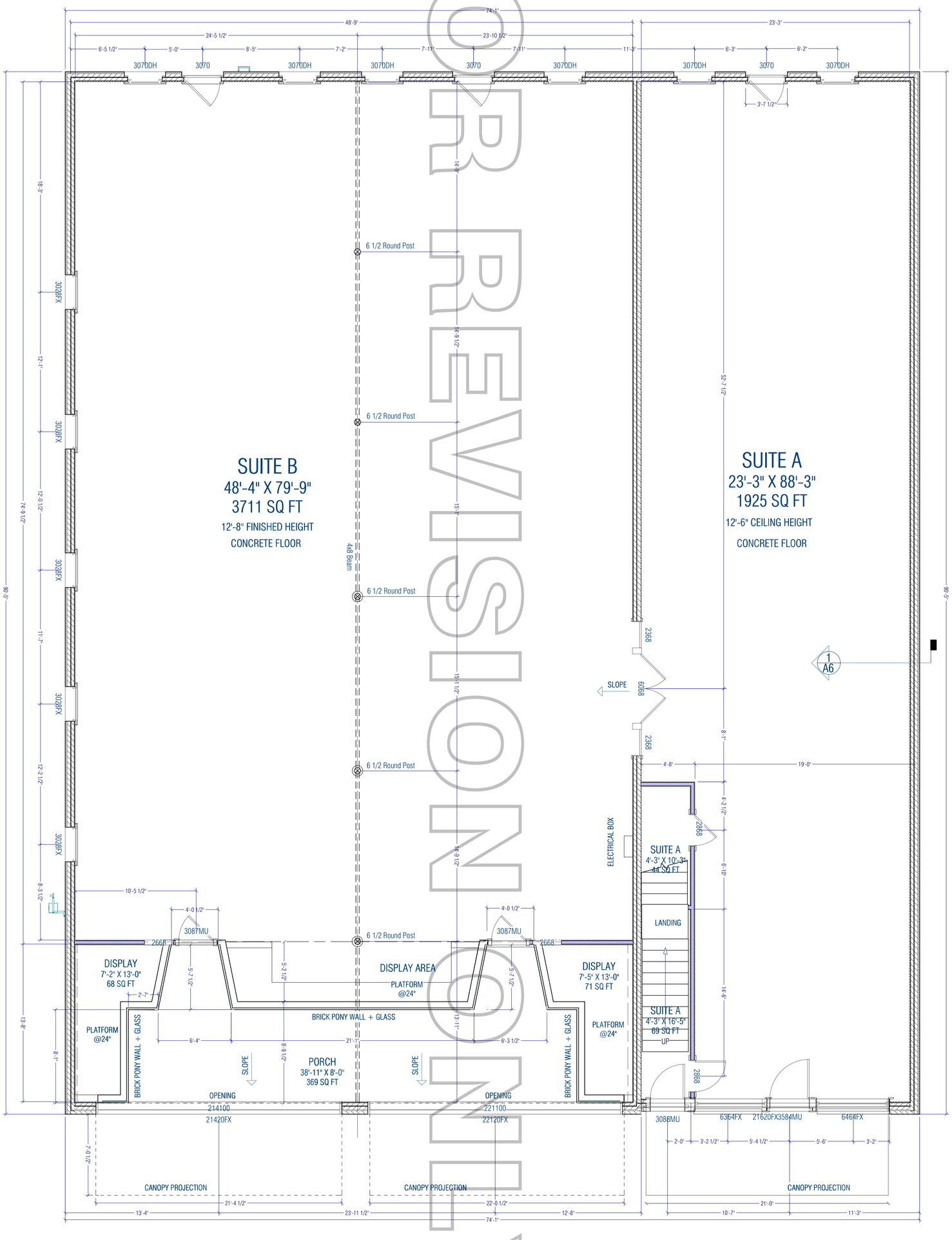
SCALE:
1/4"=1'-0"

SHEET:
A.1

WALL LEGEND

EXTERIOR WALL-TWO LAYER BRICK WALL. PLASTER FINISHED INSIDE

INTERIOR WALL - 2X4 FRAMING, WOOD FURRING, PLASTER FINISH



1 **1ST FLOOR - FLOOR PLAN**

SCALE:1/4"=1'

FOR REVISION ONLY

SHEET: A.2

SCALE: 1/4"=1'-0"

DATE: 2/11/2022

DESCRIPTION: FLOOR PLAN 1ST FLOOR

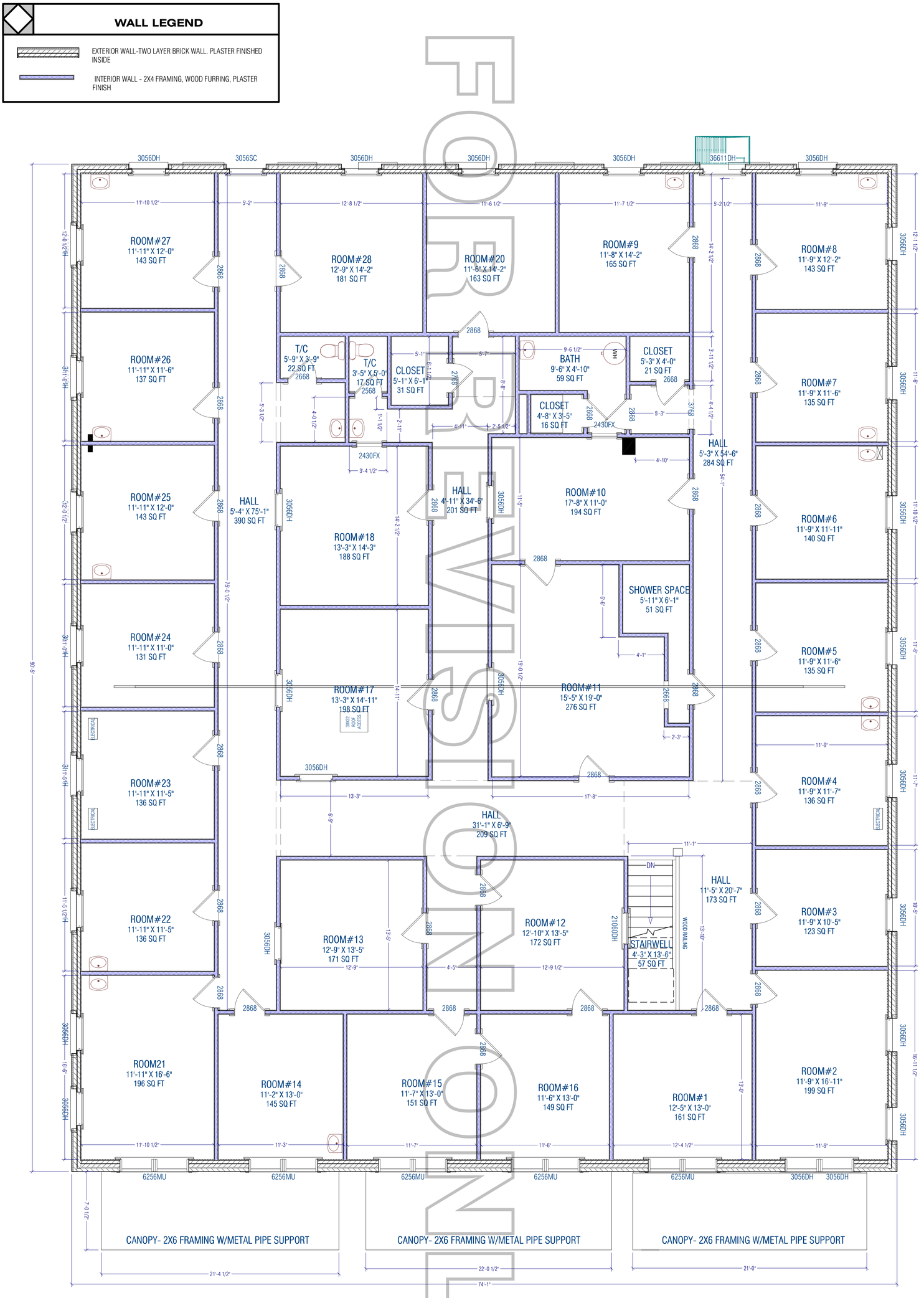
CLIENT: -

PROJECT: AS-BUILT COMMERCIAL BUILDING 219-221 W HOUSTON, SHERMAN, TX

TDG THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-6130
www.TheDrafterguy.com

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION



2 2ND FLOOR - FLOOR PLAN

SCALE:3/16"=1'

SHEET:

SCALE: 1/4"=1'-0"

DATE: 2/11/2022

DESCRIPTION: FLOOR PLAN 2ND FLOOR

CLIENT: '

PROJECT:
AS-BUILT COMMERCIAL BUILDING
219-221 W HOUSTON, SHERMAN, TX

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-6130
www.TheDrafterguy.com

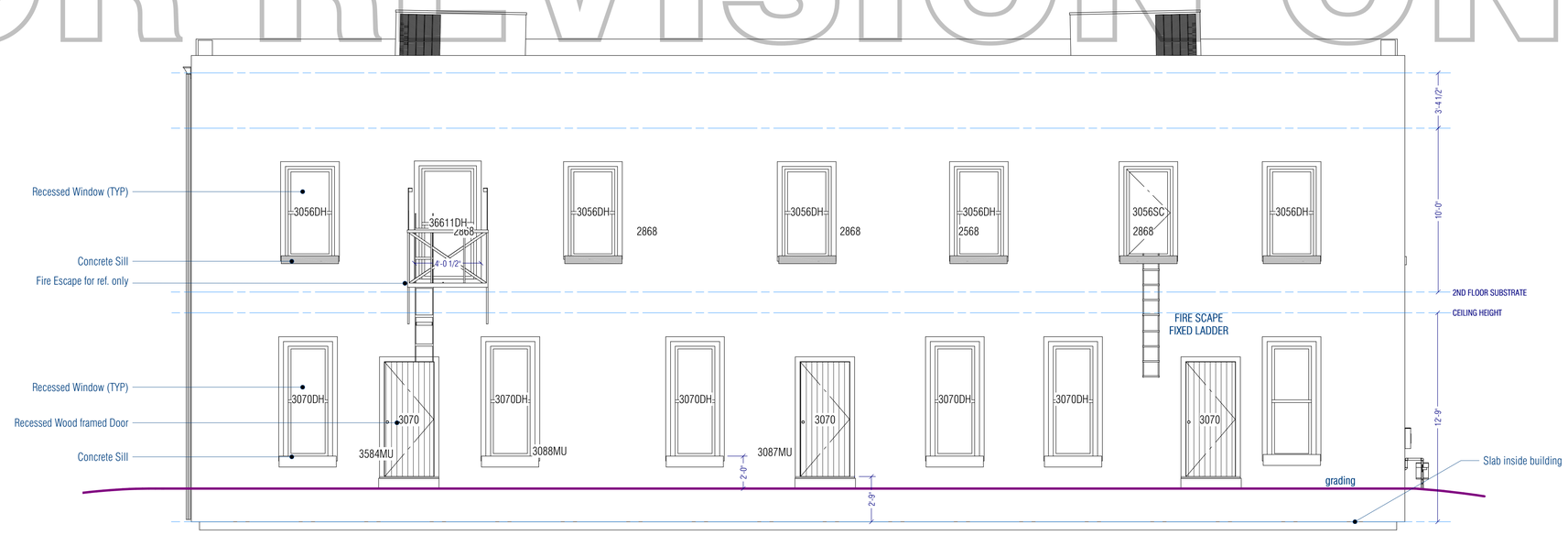
REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

1 **FRONT ELEVATION**

SCALE:1/4"=1'

FOR REVISION ONLY



2 **REAR ELEVATION**

SCALE:1/4"=1'

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-8130
www.TheDrafterguy.com

PROJECT:
AS-BUILT COMMERCIAL BUILDING
219-221 W HOUSTON, SHERMAN, TX

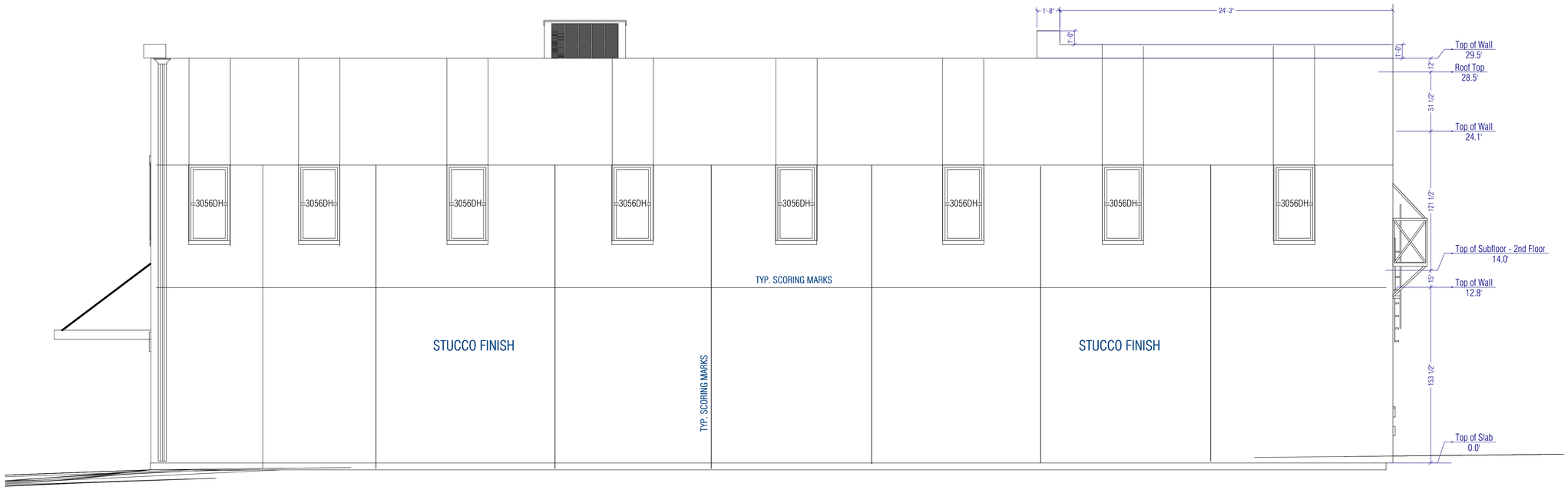
CLIENT:
-

DESCRIPTION:
FRONT&REAR ELEVATIONS

DATE:
2/11/2022

SCALE:
1/4" = 1'-0"

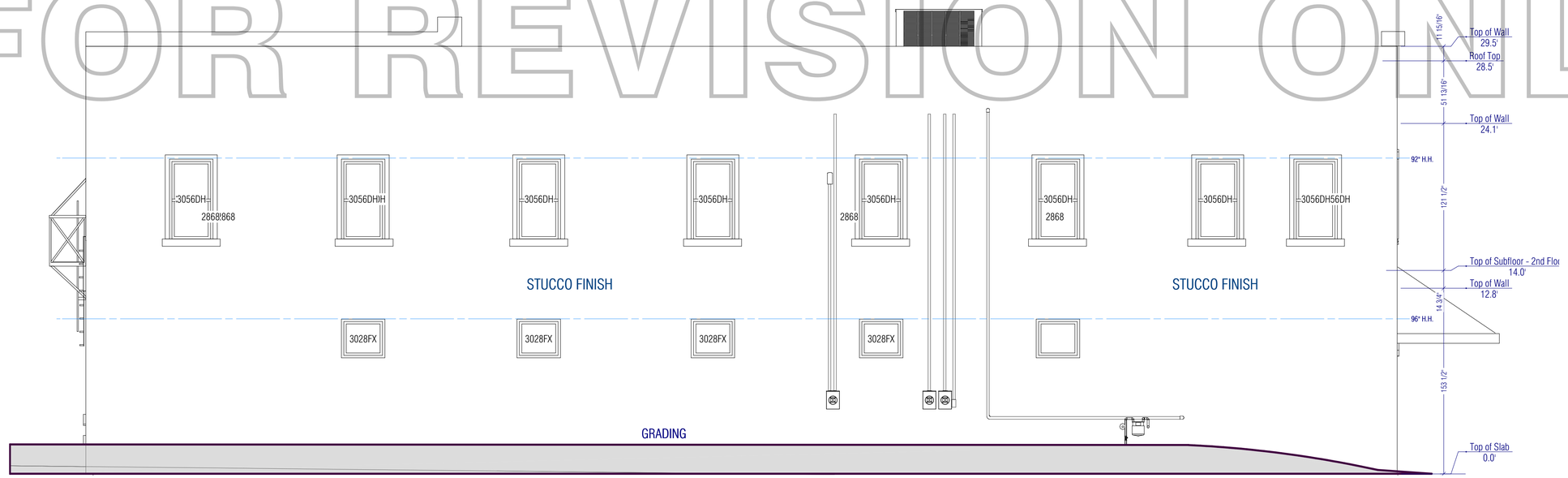
SHEET:
A.3



1 RIGHT ELEVATION

SCALE:1/4"=1'

FOR REVISION ONLY



2 LEFT ELEVATION

SCALE:1/4"=1'

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-6330
www.TheDrafterguy.com

PROJECT:
AS-BUILT COMMERCIAL BUILDING
219-221 W HOUSTON, SHERMAN, TX

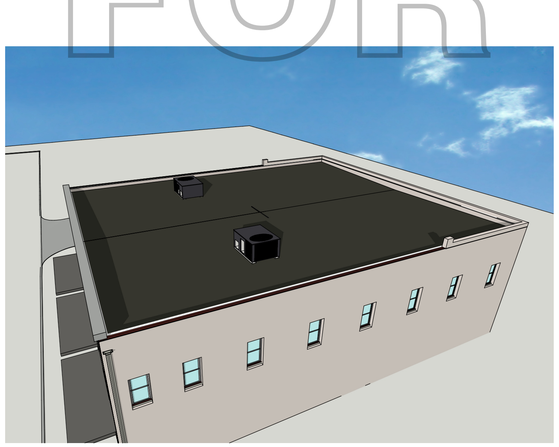
CLIENT:
-

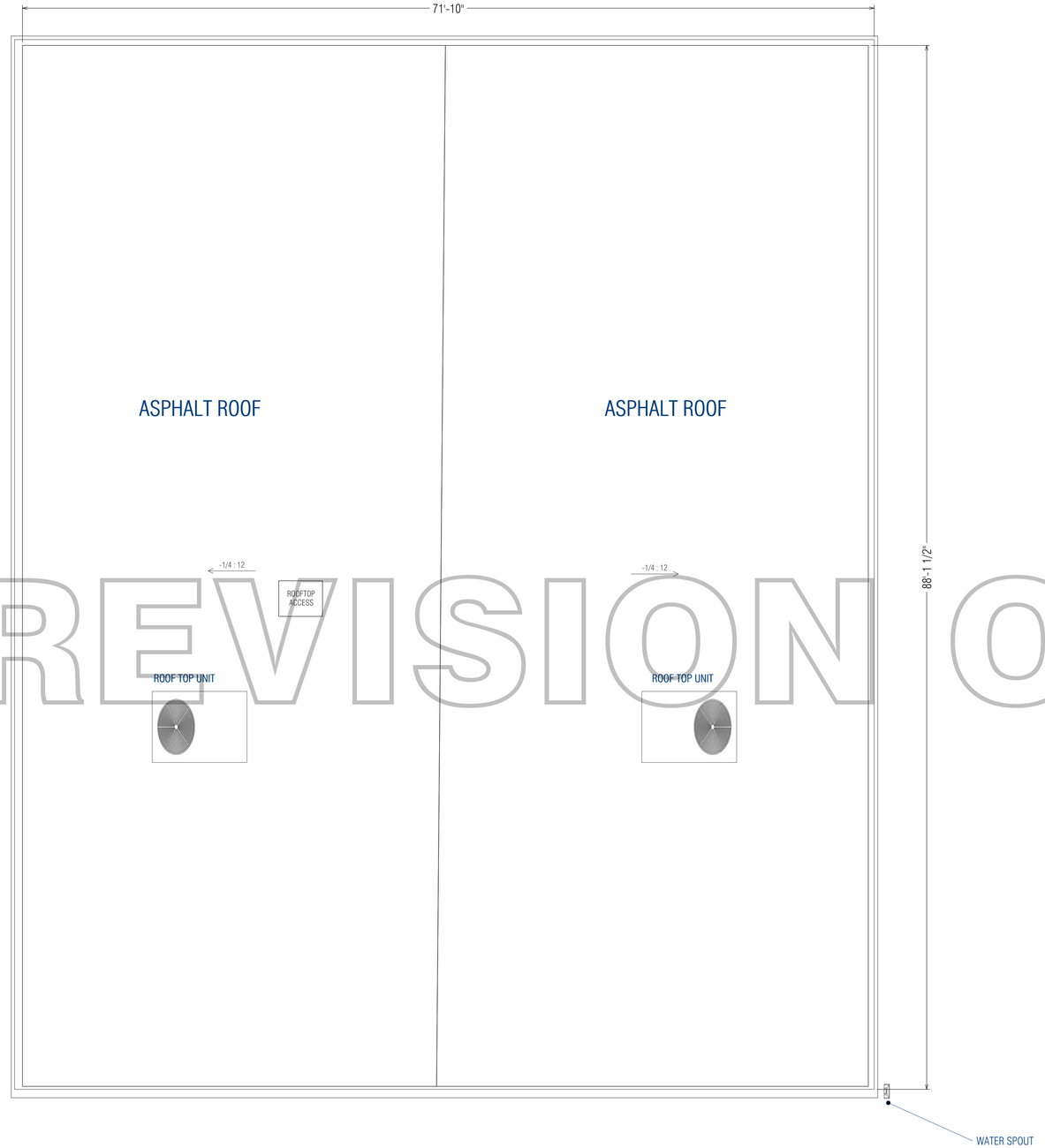
DESCRIPTION:
RIGHT&LEFT ELEVATIONS

DATE:
2/11/2022

SCALE:
1/4" = 1'-0"

SHEET:
A.4





1 **ROOF TOP**

SCALE:3/16"=1'

FOR REVISION ONLY

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-6330
www.TheDrafterguy.com

PROJECT:
AS-BUILT COMMERCIAL BUILDING
219-221 W HOUSTON, SHERMAN, TX

CLIENT:
-

DESCRIPTION:
ROOFTOP

DATE:
2/11/2022

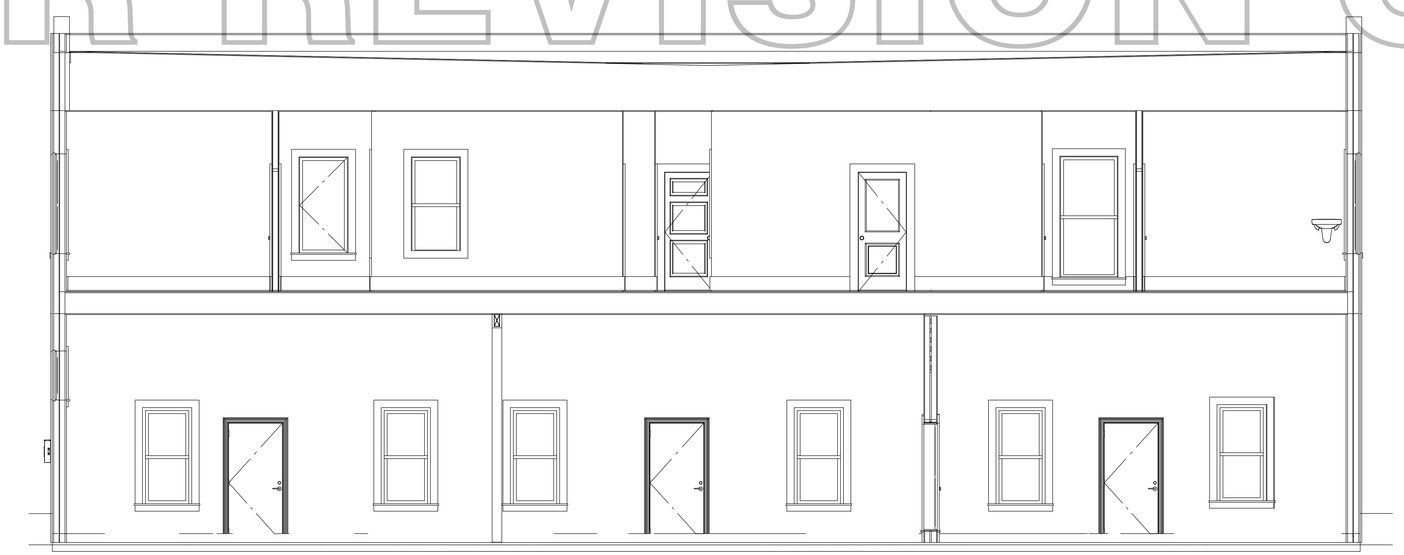
SCALE:
1/2"=1'-0"

SHEET:
A.5

1 **SECTION AT SUITE "A"**

SCALE:3/16"=1'

FOR REVISION ONLY



1 **SECTION AT 2ND FL FRONT HALLWAY**

SCALE:3/16"=1'

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-8330
www.TheDrafterguy.com

PROJECT:
AS-BUILT COMMERCIAL BUILDING
219-221 W HOUSTON, SHERMAN, TX

CLIENT:
-

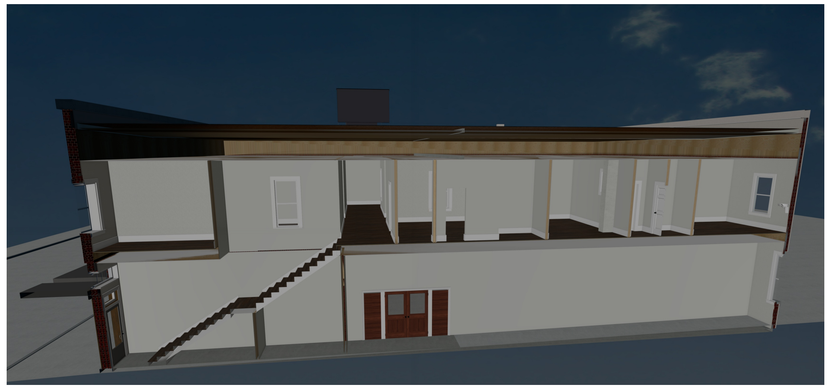
DESCRIPTION:
ROOF PLAN

DATE:
2/11/2022

SCALE:
1/4"=1'-0"

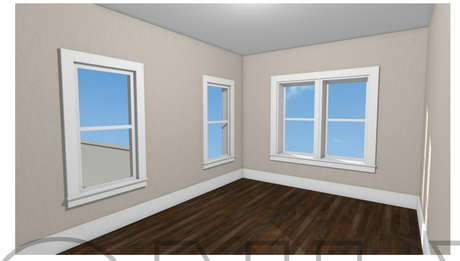
SHEET:
A.6

TOP VIEW 1ST FLOOR

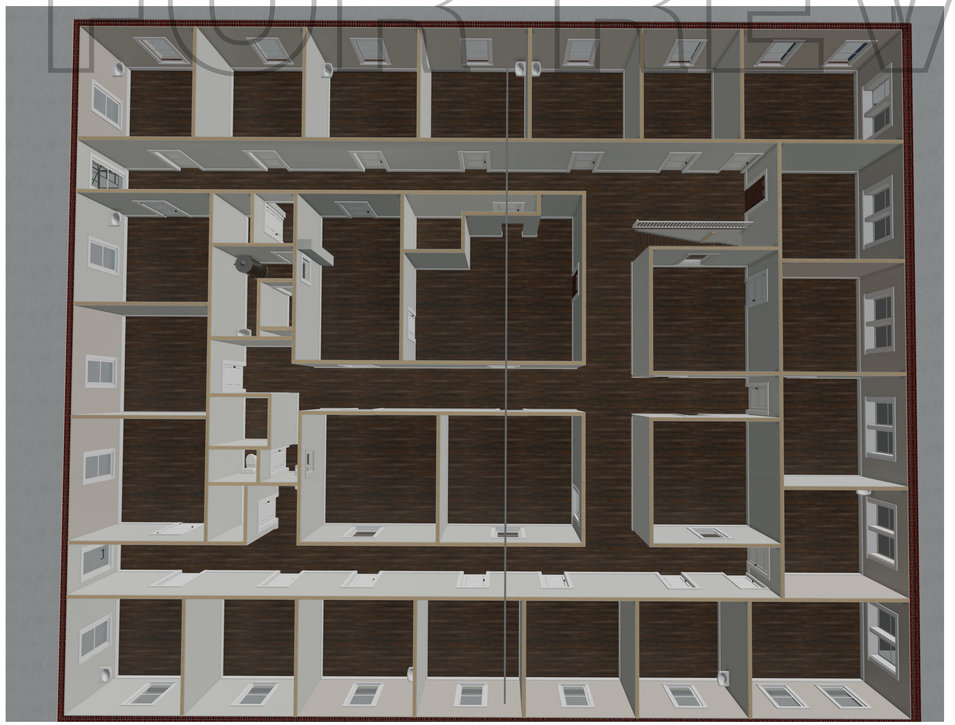


Cross Section Along Stairs

2nd floor-stairs hallway



Corner Room facing W Houston- 2nd Floor



TOP VIEW -SECOND FLOOR

Store Front- Suite B

Suite B Facing Rear wall

Suite B

Suite A

FOR REVISION ONLY

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

THE DRAFTER GUY
RESIDENTIAL & COMMERCIAL PLANS
8000 E US380, SUITE#100
CROSSROADS,TX, 76227
OFF.#: 469-879-6130
www.TheDrafterguy.com

PROJECT:
AS-BUILT COMMERCIAL BUILDING
219-221 W HOUSTON, SHERMAN, TX

CLIENT:
-

DESCRIPTION:
VIEWS

DATE:
2/11/2022

SCALE:
1/4"=1'-0"

SHEET:
A.7

City of Sherman
Parking Lot
ONLY

219 W. Houston

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 06/06/2022

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6900

Awarding a Bid to and Authorizing Execution of a Contract with Merritt Tennis & Track Systems Based on a Request for Proposals for the Pickleball Court Installation and the Basketball Court Installation at Fairview Park.

Issue:

To consider awarding a bid to and authorizing execution of a contract with Merritt Tennis & Track Systems of Oklahoma City, Oklahoma based on a request for proposals for the Pickleball Court Installation and the Basketball Court Installation at Fairview Park.

Background:

These projects are part of the 2022 Capital Improvement Plan Budget. This project will add six lighted dedicated pickleball courts and two basketball courts to Fairview Park.

Two bidders responded to the request for proposals. Merritt scored the highest on the scoring criteria and was also the lowest price of $385,640 for the Pickleball Courts and $101,880 for the Basketball Courts.

Origination:

Parks and Recreation Department

Financial Consideration:

The total cost of these projects is $487,520.

Staff Recommendation:

It is recommended that the bid be awarded for the Fairview Park Pickleball Court and Basketball Court Installation to Merritt Tennis & Track Systems in the total amount of $487,520.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6900
Agreement
Merritt Submittal
Merritt Submittal Continued
Pickleball & Basketball Court RFP
Final Evaluation

RESOLUTION NO. 6900

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MERRITT TENNIS & TRACK SYSTEMS BASED ON A REQUEST FOR PROPOSALS FOR THE PICKELBALL COURT INSTALLATION AND THE BASKETBALL COURT INSTALLATION AT FAIRVIEW PARK; 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 Merritt Tennis & Track Systems, is hereby awarded the City of Sherman's contract the Pickelball Court installation and the Basketball Court Installation, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Merritt Tennis & Track Systems, is hereby awarded the City of Sherman's contract the Pickelball Court installation and the Basketball Court Installation, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND MERRITT SEALING CO. INC. DBA MERRITT TENNIS COURT & TRACK SYSTEMS

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **Merritt Sealing Co. Inc. DBA, Merritt Tennis Court & Track Systems,** an Oklahoma corporation ("Contractor"), enter into this Construction Agreement ("Agreement") for the design and construction of basketball and pickleball court improvements at Fairview Park. 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 design and construction of basketball and pickleball court improvements at Fairview Park under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for the design and construction of basketball and pickleball improvements at Fairview Park for Sherman; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

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 fourteen (14) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within one hundred eighty (180) 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 Four Hundred Eighty-Seven Thousand Five Hundred Twenty and 00/100 dollars ($487,520.00) 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;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit C;

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 D;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order.

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 one thousand and 00/100 dollars ($1,000.00) 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, Performance and Maintenance Bonds.
Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

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 C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

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 D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a

prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN 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.

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: Merritt Sealing Co. Inc. DBA
Merritt Tennis Court & Track Systems
PO Box 75728
Oklahoma City, OK 73147-0728
Telephone: 405-947-7918
Email: paul@merrittcompanies.net

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

MERRITT SEALING CO. INC. DBA MERRITT TENNIS COURT & TRACK SYSTEMS
an Oklahoma corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

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; that he acknowledged to me he is the _____ and duly authorized representative for **Merritt Sealing Co. Inc. DBA Merritt Tennis Court & Track Systems** and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

BIDDERS INFORMATION

Bidder's Name: Paul Merritt

Bidder's Company Merritt Tennis & Track Systems

Bidder's Address P.O. Box 75726

Bidder's City/State OKC. Ok 73147

Bidder's Phone/Fax # 405-947-7918 - 800 870-0720 405-947-2635

Bidder's E-Mail paul@merrittcompanies.net

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

Proposers may elect not to submit pricing and proposals for all items listed below:

Basketball Court Improvements (lump sum): $ 101,880.00

Pickleball Court Improvements (lump sum): $ 259,880.00

Alternate Bid Item #1 – Hip Shading System (lump sum): $ 59,880.00

Alternate Bid Item #2 – Courtside Lighting System (lump sum): $ 65,880.00

Signature of Bidder

Bidder (print name) Paul Merritt

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
40% Experience with References
20% Vendor Proposal

[REST OF THIS PAGE INENTIONALLY LEFT BLANK]

Contractor References

Customer Name: City of Ardmore Oklahoma

Address: tervin@ardmorecity.org

Contact: Terrance Ervin Dir Telephone #: 580-221-326

Scope of work performed: Several Court, New Pickleball facility

Length of Service: 25 years

Customer Name: City of Edmond, Ok.

Address: Several Locations, Built, Surfaced, Repaired Pickleball

Contact: Craig Dishman Telephone #: 405-359-4630

Scope of work performed: Several Locations, Tennis & Pickleb

Length of Service: 40 years - Basketball & Tenni

Customer Name: City of Oklahoma City, Steve Henry

Address: OKC. Tennis Center

Contact: Steve Henry Telephone #: 405-226-1722

Scope of work performed: Built & maintained numerous courts

Length of Service: For OKC - 40 years +

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

Certificate of Membership

This is to certify that

Merritt Tennis & Track Systems

Is a Member of the Builder Division

of the

American Sports Builders Association

a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.

The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.

In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on December 5, 2004.

Secretary

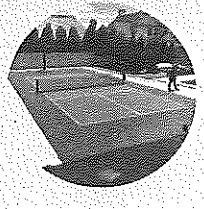
Chairman

RSI
RACQUET SPORTS INDUSTRY
formerly *Tennis Industry*

RSI PRESENTS

Champions *of* Pickleball 2020

Our inaugural Champions of Pickleball Awards recognize the often-unsung heroes of this fast-growing sport and business.



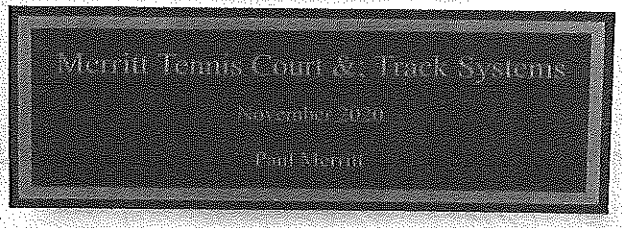
BUILDER/CONTRACTOR OF THE YEAR

Merritt Tennis Court & Track Systems

▸ Since it was founded in 1979, Oklahoma City-based Merritt Tennis Court & Track Systems has been a leading construction company known for its keen attention to detail and expertise in designing, resurfacing, renovating and repairing tennis and pickleball courts.

Led by president Paul Merritt, this family-run business excels at installing high-quality courts in residential and commercial areas across the state. So far this year, the company has built 30 pickleball courts and has resurfaced about 100 others.

"Merritt is dedicated to quality and has been building courts for years," says Jeff Gearheart, director of SportMaster Sport Surfaces. "As a longtime member of the American Sports Builders Association, they adhere to the guidelines of construction, and their work is top-notch."



Plexipave® System

AUTHORIZED APPLICATOR

Merritt Tennis Court & Track Systems

is hereby appointed as an Authorized Applicator of the Plexipave System by California Products Corporation. Said Applicator has been trained in the proper techniques necessary for successful installation of the Plexipave/Plexicushion® System. By selecting Plexipave the above applicator has affirmed his commitment to the highest quality standards.

Joseph S. Junkin

Joseph S. Junkin, President

Arthur F. Tucker

Arthur F. Tucker, Vice President, Marketing

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2022-13**

   Description of Goods and Services to be provided:

   Design & Construction of Athletic Court Improvements at Fairview Park

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: Paul Merritt, President

Firm Name: Merritt Tennis & Truck Systems

Date Signed: 04-25-22

NOTARIZATION

THE STATE OF Oklahoma)
)
COUNTY OF Oklahoma)

BEFORE ME, the undersigned notary public on this day personally appeared Paul Merritt, on behalf of Merritt Tennis & Truck Systems (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 25 day of April 2022.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF Oklahoma

DAMARIS DAVILA NOTARY PUBLIC No. 14006805 EXP. 7/30/2022 IN AND FOR STATE OF OKLAHOMA

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

EXHIBIT C

MERRSEA-01 SSCHWARZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelia Schwarz	
Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	PHONE (A/C, No, Ext): (405) 463-7510	FAX (A/C, No):
	E-MAIL ADDRESS: sschwarz@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Ins Co	24082
INSURED Merritt Sealing Co., A Corp dba Merritt Tennis Court & Track Systems PO Box 75728 Oklahoma City, OK 73147-0728	INSURER B : OHIO CASUALTY INS CO	24074
	INSURER C : COMPSOURCE MUTUAL INS CO	36188
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			BKS61587080	8/24/2021	8/24/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAS61587080	8/24/2021	8/24/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO61587080	8/24/2021	8/24/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			00420088211	8/1/2021	8/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			BKS61587080	8/24/2021	8/24/2022	Job Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Sherman, Texas
PO Box 1106
Sherman, TX 75091

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Clay Hamee

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Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Ok §

THE COUNTY OF Ok §

I, Paul Merritt, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

__✓__ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 25 day of April, 2022.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Paul Merritt, 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 25 day of April, 2022.

_____
Notary Public in and for the State of OK
My commission expires: 7/30/2022

MARIS DAVILA
NOTARY PUBLIC
No. 14006805
EXP. 7/30/2022
IN AND FOR
STATE OF OKLAHOMA

EXHIBIT E

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.**

None

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.**

None

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.**

None

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.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Exhibit A
Request for Proposal

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Request for Proposals

For

DESIGN & CONSTRUCTION OF BASKETBALL, TENNIS, AND PICKLEBALL COURT IMPROVEMENTS AT FAIRVIEW PARK

RFP No. 2022-13

Publication Dates: **Sunday April 17, 2022**
Sunday April 24, 2022

TABLE OF CONTENTS

Document	Page #
Instructions to Bidders	3
Notice to Bidders	4
General Conditions	6
Scope of Work & Specifications	12
Bidders Information	19
Bid Form	19
Evaluation Criteria	20
Contact References	21
Exhibit C: City's Insurance Requirements	22
Exhibit D: Affidavit of No Prohibited Interest	24
Exhibit E: Conflict of Interest Questionnaire	25
Texas Ethics Commission Form 1295 & Verification Form 2290	27

CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

REQUEST FOR PROPOSAL - BID NO. 2022-13; **Design & Construction of Basketball, Tennis, and Pickleball Court Improvements at Fairview Park**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Design & Construction of Basketball, Tennis, and Pickleball Court Improvements at Fairview Park** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Monday, May 9, 2022,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – RFP for Design & Construction of Basketball, Tennis, and Pickleball Court Improvements at Fairview Park - No. 2022-13

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 9th day of May, 2022,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2022-13 – Design & Construction of Basketball, Tennis, and Pickleball Court Improvements at Fairview Park

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "Design & Construction of Basketball, Tennis, and Pickleball Court Improvements at Fairview Park 2022-13" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

A **mandatory** pre-bid meeting is scheduled at **10:00 a.m., Wednesday, April 27, 2022**, to be located at the **Parks & Recreation Department, 1002 M. Music Street, Sherman, Texas**. Bids received from any contractor that did not attend the mandatory pre-bid meeting shall be considered void and unacceptable.

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Monday, May 9, 2022,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **Design & Construction of Basketball, Tennis, and Pickleball Court Improvements at Fairview Park.**

Bidders should carefully examine all terms, conditions, specifications and related documents.

Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the **EVALUATION CRITERIA** for additional information.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and

save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty

(30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be

withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to increase or decrease the amount of athletic court improvements at Fairview Park based upon annual budget constraints with fifteen (15) days' notice.

G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

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SCOPE OF WORK & SPECIFICATIONS

SCOPE OF WORK – BASKETBALL COURT

The facility will be built on City owned property located at Fairview Park, 1121 W. Taylor St. Facility layout should follow the attached Site and Court Drawings. It is understood that the actual building area could be adjusted, based upon the recommendations of the contractor and staff approval following the opening of proposals. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

In addition to the complete post tension concrete slab, the proposal shall include all other items listed within the scope of work.

A complete set of construction plans will not be required at the time of the proposals are received and reviewed by the City. The successful contractor shall be responsible to provide complete construction plans, stamped by a licensed engineer in the state of Texas, after the project has been awarded. The contractor shall provide the work necessary to construct the post tension concrete Basketball Court complete, including the installation of basketball standards and painting. All work and materials necessary to meet the project requirement as outlined in the Technical Specifications Section shall be included in the submitted proposals.

Please see the following general summary of work:

<u>POST TENSION CONCRETE BASKETBALL COURT</u>

- Complete engineering and design of 70’ x 100’ post tension concrete slab and playing surface (stamped by a Professional Engineer)

- Site preparation to include furnishing and installing 2 inches of compactable base material under slab and fine grading in order to match the slab’s finished surface elevation

- Construction of post tension concrete slab. The concrete shall have a compressive strength of not less than 4,000 psi after twenty-eight days. Ready-mixed concrete shall be mixed and delivered according to ASTM C-94 specifications for ready-mixed concrete with a three to five-inch (3-5”) slump.

- Painting of slab and striping court markings (Colors to be chosen by City). Court playing lines shall be 2” in width and shall be applied straight, true and accurate. Line dimensions shall not vary more than 1/8” from the exact dimension. All lines shall be taped, primed and sealed. Striping shall be applied by hand with roller, brush, or other means that ensure a

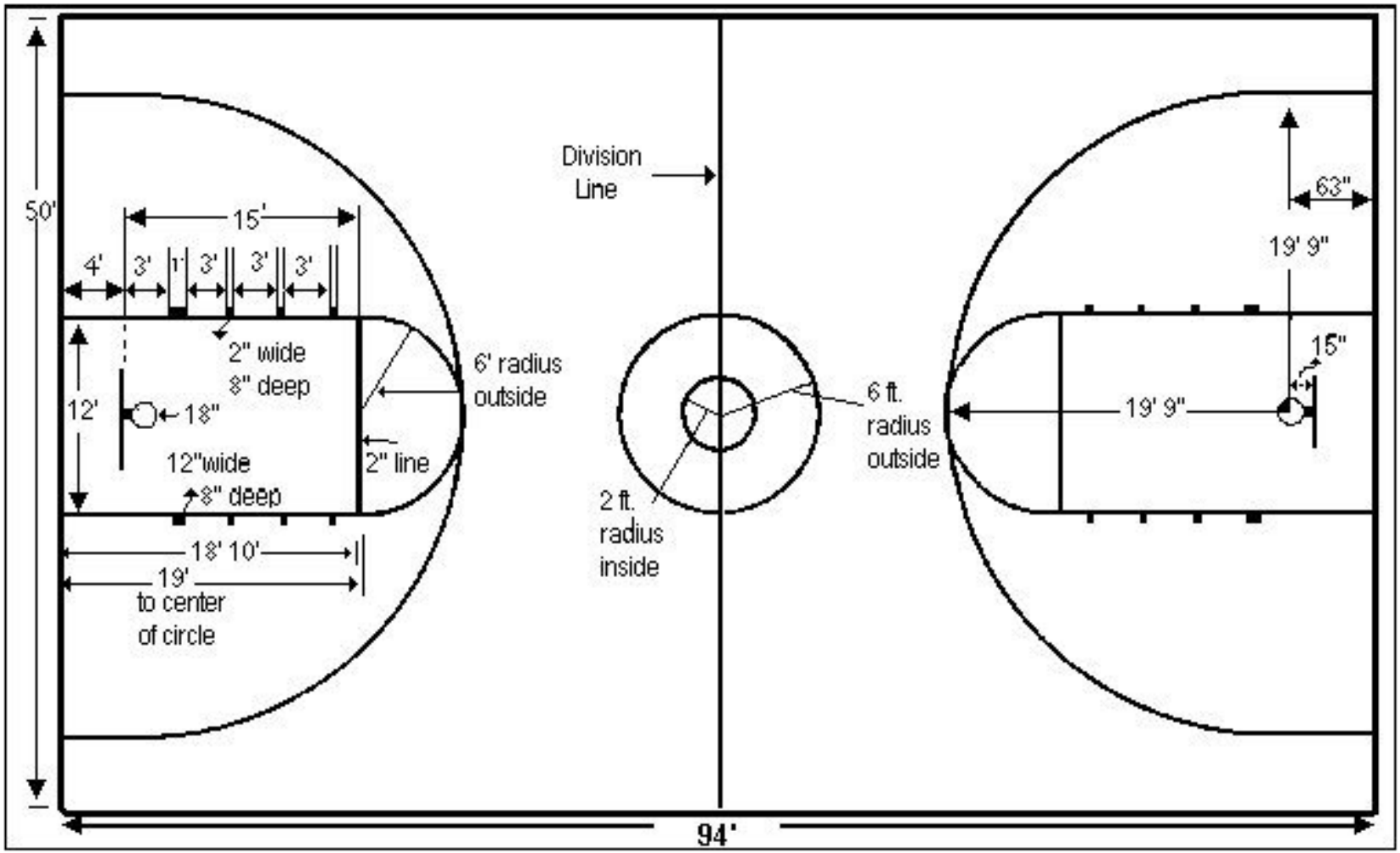
razor-sharp edge. Mechanical painting and overspray of the lines shall be unacceptable. Contractor shall protect striping during required drying and curing times.

- Furnishing and installing new Bison Fixed-Height Ultimate Playground Basketball System with 42" x 60" steel backboards. Also include Premium Steel Playground Safety Net with each goal.

- Pole shall be designed so that rim mounts directly to pole to minimize stress on the backboard. Pole system shall provide a minimum setback from the front of the pole to front of backboard of 5'. Entire pole system shall have a 40% gloss black polyester power-coated finish and carry a lifetime functional warranty. Vertical pole shall be capped out to keep out rain.

- Backboard shall be constructed of formed and welded steel with 42" x 60" rectangular playing surface. Skin shall be 12 ga. Mild steel and rear structure shall be 7 ga. And 10 ga. Steel. All edges of the skin shall be formed in such a way that no shear edges are exposed. The backboard shall be coated with a white graffiti-resistant polyester power coated finish and have an official size orange shooter's square. Backboards shall carry an unconditional lifetime functional warranty. Rim shall consist of two 5/8" diameter high strength steel rings welded together at a minimum of six places. Back and side plates shall be 3/16" thick and be continuously welded. The net attachment system shall be of a continuous type constructed of 3/16" x 1" steel with punched net attachment slots suitable for nylon of chain nets. Rim shall have an unconditional lifetime warranty and orange powder coated finish. Entire system weight shall be 500#.

- Entire site clean-up and removal of all debris when necessary and at completion of project.


50'
15'
4'
3'
1'
3'
3'
3'
2" wide
8" deep
12'
18"
12"wide
8" deep
2" line
6' radius
outside
18' 10'
19'
to center
of circle
Division
Line
2 ft.
radius
inside
6 ft.
radius
outside
63"
19' 9"
15"
19' 9"
94'

SCOPE OF WORK – PICKLEBALL COURTS

The facility will be built on City owned property located at Fairview Park, 1121 W. Taylor St. Facility layout should follow the attached Site and Court Drawings. It is understood that the actual building area could be adjusted, based upon the recommendations of the contractor and staff approval following the opening of proposals. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

In addition to the complete post tension concrete slab, the proposal shall include all other items listed within the scope of work.

A complete set of construction plans will not be required at the time of the proposals are received and reviewed by the City. The successful contractor shall be responsible to provide complete construction plans stamped by a licensed engineer in the state of Texas after the project has been awarded. The contractor shall provide the work necessary to construct the post tension concrete Pickleball Courts complete, including the installation of pickleball standards and painting. All work and materials necessary to meet the project requirement as outlined in the Technical Specifications Section shall be included in the submitted proposals.

Please see the following general summary of work:

<u>POST TENSION CONCRETE PICKLEBALL COURTS</u>

- All work is to be performed on six concrete Pickleball Courts in Fairview Park.
- Each court shall be a rectangle twenty feet (20’) wide and forty-four (44’) long for both singles and doubles play.
- The total court size shall be thirty-four (34’) by sixty-four (64’).
- Court measurements shall be made to the outside of the lines. The lines shall be two inches (2”) in width and the same color, clearly contrasting with the color of the court surface. Court colors shall be determined by the owner.
- The alley is 122’ long and 10’ wide.
- The baselines are the lines parallel to the net at each end of the court.
- The sidelines are the lines perpendicular to the net on each side of the court.

- The non-valley line is the line on each side of the net between the sidelines and parallel, seven feet (7’) from the net.

- The non-volley zone is the area of the court bounded by the two (2) sidelines, the non-volley line and the net. The non-volley-line and the sidelines are included in the non-volley zone.

- The centerline is the line on each side of the net, bisecting the area between the non-volley line and the baseline.

- The service courts are the areas on either side of the centerline, bounded by the non-volley line, the baseline, and the sideline.

- Lay out line on courts with two (2”) wide white lines.

- The net shall be weather resistant and made of synthetic material.

- The net length shall be at least twenty feet (20’), extending from one sideline to the other. The net width shall be at least two feet (2’).

- The net’s mesh size must be sufficiently small to prevent a ball from passing through it.

- The net shall be suspended over the center of the court and shall be thirty-six inches (36”) high at the sidelines and thirty-four inches (34”) at center of court.

- The center strap shall be placed at the center of the net to enable easy adjustment to the thirty-four-inch (34”) center requirement.

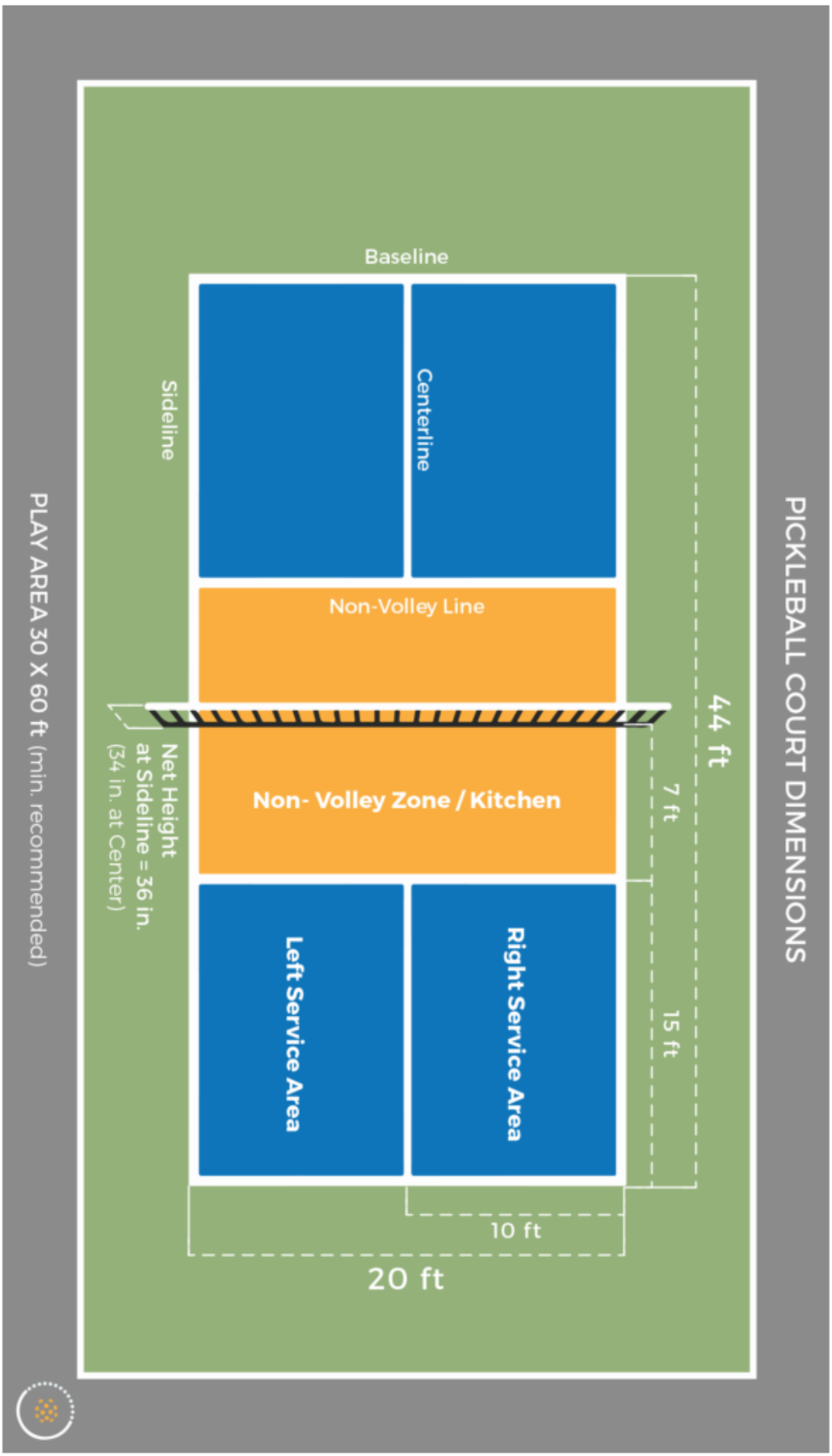
- The top of the net should be edged with a two inch (2”) white banding over a cord or cable running through the binding. The binding shall rest upon the cord or cable.

- Net posts should be placed twelve inches (12”) outside the sidelines.

- Approximately 514 LF of 8’ chain link fence surrounding all six courts.

- Approximately 464 LF of 5” chain link fence separating each court.

- Approximately 514 LF of windscreen.


PICKLEBALL COURT DIMENSIONS
PLAY AREA 30 X 60 ft (min. recommended)
Baseline
Sideline
Centerline
Non-Volley Line
Net Height
at Sideline = 36 in.
(34 in. at Center)
Non- Volley Zone / Kitchen
Left Service Area
Right Service Area
44 ft
7 ft
15 ft
10 ft
20 ft

SCOPE OF WORK – ALTERNATE BID ITEMS

Alternate Bid 1

- Hip shading system for alley way 120’ x 10’ wide.

Alternate Bid 2

- Courtsider Lighting system, LSI Industries, LED Court Blade Lighting, or equivalent

[REST OF THIS PAGE INENTIONALLY LEFT BLANK]

BIDDERS INFORMATION

Bidder's Name: _____

Bidder's Company _____

Bidder's Address _____

Bidder's City/State _____

Bidder's Phone/Fax #_____

Bidder's E-Mail _____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

Proposers may elect not to submit pricing and proposals for all items listed below:

Basketball Court Improvements (lump sum): ***$ _____***

Pickleball Court Improvements (lump sum): ***$ _____***

Alternate Bid Item #1 – Hip Shading System (lump sum): ***$ _____***

Alternate Bid Item #2 – Courtside Lighting System (lump sum): ***$ _____***

Signature of Bidder _____

Bidder (print name) _____

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

40% Pricing
40% Experience with References
20% Vendor Proposal

[REST OF THIS PAGE INENTIONALLY LEFT BLANK]

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
_X_	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2022-13**

   Description of Goods and Services to be provided:

   Design & Construction of Athletic Court Improvements at Fairview Park

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 201__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

RFP Evaluation - Basketball, Tennis, & Pickleball Court Improvements at Fairview

Evaluation Criteria	Merritt Tennis Systems	Hellas Construction, Inc.	Notes
Pricing (40%)	40.00	11.67	
Experience with References (40%)	40.00	31.67	
Vendor Proposal (20%)	14.33	20.00	
Evaluation Score	94.33	63.33	

NOTES:

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 06/06/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6901

Authorizing Execution of a Professional Design Services Agreement with Kimley-Horn and Associates, Inc. for the Design of Shepherd Drive from US 75 to Flanary Road

Issue:

To consider a contract for professional engineering design services with Kimley-Horn and Associates, Inc. for the design of Shepherd Drive from US 75 to Flanary Road.

Background:

Shepard Drive is part of the City's Master Thoroughfare plan and is ultimately to be a six-lane divided arterial roadway. Kimley-Horn and Associates was awarded a 30% alignment study contract on October 4, 2021 for approximately 11,200 feet of Shepherd Drive from US 75 to Farmington Road. This engineering design services contract will provide 100% construction drawings for approximately 4,500 linear feet of four-laned divided roadway that will accommodate an ultimate six-lane divided roadway for Shepard Drive from US 75 to Flanary Road extension. This roadway will provide needed improvements for the Shepherd's Place Planned Development as well as the new Texas Instruments facility.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $732,100.00. This will be funded by Certificates of Obligation.

Staff Recommendation:

Kimley-Horn and Associates, Inc. is fully qualified to perform these services and staff has negotiated a reasonable fee for these services. It is recommended that the contract for professional engineering design services with Kimley-Horn and Associates, Inc. for the design of Shepherd Drive from US 75 to Flanary Road be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6901
PSA Contract
Location Map

RESOLUTION NO. 6901

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF SHEPHERD DRIVE FROM US 75 TO FLANARY ROAD; 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 Design Services Agreement with Kimley-Horn and Associates Inc. for the Design of Shepherd Drive from US 75 to Flanary Road, 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 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

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

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS

AND

KIMLEY-HORN AND ASSOCIATES, INC.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2022:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Kimley-Horn and Associates, Inc.**
2201 West Royal Lane, Suite 275
Irving, Texas 75063
Telephone: (214) 420-5600

for the following Project: **Shepherd Drive - Flanary Road to U.S. Highway 75**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional civil engineering services for the Shepherd Drive - Flanary Road to U.S. Highway 75 Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written amendment to this Agreement, may be authorized from time to time by City ("Amendment(s)").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis in an amount not to exceed **Seven Hundred Thirty-Two Thousand One Hundred Dollars ($732,100.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate Range
Analyst	$125 - $200
Professional	$180 - $240
Senior Professional I	$225 - $285
Senior Professional II	$265 - $300
Senior Technical Support	$150 - $220
Support Staff	$95 - $135
Technical Support	$95 - $140

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or

unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

3.10 **Fixed Budget Limit for Construction Cost** - If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in the following paragraph. All adjustments in the scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of the agreed upon price prior to bidding (Current Opinion of Probable Construction Cost is $8,700,000) due to the negligence of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use

them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than

One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY

WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

L. Nathan Ante, P.E.
Senior Vice President
Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275
Irving, Texas 75063-3206
Telephone: (214) 420-5603
Email: Nathan.Ante@kimley-horn.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E** or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **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 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

12.23 **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.

12.24 **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:
Kimley-Horn and Associates, Inc.
a North Carolina corporation

By: _____
L. Nathan Ante, P.E.
Senior Vice President

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **L. NATHAN ANTE, P.E.**, 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 **KIMLEY-HORN**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

I. PROJECT DESCRIPTION

A. Kimley-Horn prepared preliminary design plans for Shepherd Drive from Farmington Road to U.S. Highway 75 under a separate agreement (dated October 5, 2021). This Project includes the design of approximately 4,500 linear feet of 4-lane divided Shepherd Drive (ultimate 6-lane divided roadway) from Flanary Road to U.S. Highway 75.

B. The design of these improvements includes roadway, drainage, 300 linear feet of 24" water line relocation to accommodate proposed roadway profile, intersection improvements at Flanary Road and U.S. Highway 75, signing, pavement markings, street lighting, traffic signal at future Texas Instruments driveway, conduit for future traffic signals (at Flanary Road, U.S. Highway 75), traffic control narrative, erosion control, and connections for future irrigation. The design also includes pedestrian improvements at the Flanary Road and U.S. Highway 75 intersection, sidewalk improvements along the eastbound side of Shepherd Drive, and interim asphalt transition west of Flanary Road to tie back into existing Shepherd Drive.

C. In addition to design services, the Project includes bid phase services, construction phase services, additional survey along Shepherd Drive, preparation of ROW and easement instruments of conveyance, SUE level "A" as needed, geotechnical services, and preparation of record documents.

II. GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.

C. Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents,

provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

D. The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.

E. Communications and Reporting:

a. Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
b. Attend review meeting with the City at the end of each design phase.
c. Prepare and submit monthly invoices in the format acceptable to the City.
d. Prepare and submit monthly progress reports.
e. Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
f. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
g. With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.
h. Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Intermediate Design Plans (60%)

a. Prepare intermediate engineering review drawings based on preliminary design of Shepherd Drive prepared under a separate agreement (dated October 5, 2021), including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be provided. Ultimate driveway's will be analyzed within project limits and will be defined vertically using profiles.
a. Prepare drainage drawings to meet City design standards. Plans will include all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.
b. Establish horizontal and vertical location for the relocation of approximately 300 linear feet of 24" water line located adjacent to the existing City water tower. Tying into existing 24" water line to the east and proposed 20" water line (under separate agreement between City and Dunaway DBI Consultants) to the west.

c. Identify conflicts and adjustments required for existing water and sanitary sewer lines. Water line and sanitary sewer line design not included above will be considered *Additional Services*.
d. Prepare traffic signal layout at the future Texas Instruments driveway intersection. Locate pole locations, controller cabinet assemblies, proposed conduit, and proposed ground boxes. Identify right-of-way and/or easement requirements to accommodate future traffic signal improvements.
e. Prepare preliminary traffic signal layouts at the intersection of Shepherd Drive and Flanary Road and U.S. Highway 75. Locate future pole locations, future controller cabinet assemblies, proposed conduit, and proposed ground boxes. Identify right-of-way and/or easement requirements to accommodate future traffic signal improvements. Only four (4) ground boxes (one at each corner) and conduit connecting the ground boxes in a ring around the intersection will be incorporated into the full design plans. Future traffic signal equipment will be identified on the plans for planning purposes only and will not be constructed at this time.
f. Prepare preliminary street light layout in include pole and foundation locations, conduit layout, pull box locations, and power source.
g. Coordinate with City on future median landscaping and irrigation to meet City standards. Prepare preliminary irrigation connections and conduit layout for future use.
h. Prepare general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s). Drainage-related will show calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.
i. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1”=100’ scale), and applicable City standard details.
j. Prepare 60% Project Manual, including Bid Form and Special Conditions and technical specifications.
k. Compile and prepare 60% opinion of probable constriction cost.
l. Intermediate design submittal (60%) to include:
    i. 60% Design Plans
    ii. 60% Project Manual
    iii. 60% Opinion of probable construction cost

B. <u>Final Design/Construction Plans (90%, 100%)</u>

a. Prepare final engineering review drawings that address all comments from the intermediate and review.
b. Prepare detailed opinion of probable construction cost based on current unit prices.
c. Finalize plan sheets, Final drawings to include the following sheets (22”x34” sheets at 1”=20’):
    i. Cover Sheet

ii. Sheet Index
iii. General Notes
iv. Project Control (1”=100’)
v. Typical Sections
vi. Paving Plan and Profile
vii. Pavement Marking and Signing Plan
viii. Traffic Signal Plan
ix. Drainage Area Map (Existing and Proposed)
x. Drainage Calculations
xi. Storm Drain Plan and Profile
xii. Water Line Plan and Profile
xiii. Traffic Control Narrative
xiv. Illumination Plan
xv. Erosion Control Plan
xvi. Cross Sections
xvii. Standard Details
xviii. TxDOT Details (where applicable)

d. Submit three (3) final sealed copies of any necessary right-of-way or easement documents.

m. Final design submittal (90%) to include:
   i. 90% Design Plans
   ii. 90% Project Manual
   iii. 90% Opinion of probable construction cost

e. Incorporate the final design submittal review comments.

n. Final design submittal (90%) to include:
   i. Final Design Plans
   ii. Final Project Manual
   iii. Final Opinion of probable construction cost
   iv. TxDOT driveway permit set for U.S. Highway 75 (paving and pedestrian improvements, traffic control, etc.) City to submit to TxDOT

f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.

g. Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities. Project is anticipated to include TxDOT driveway permit, Texas Department of Licensing and Regulation (TDLR) application, and USACE Nationwide Permit Non-Notifying Memo.

C. Bid Phase Services

The budgeted fee for this Task is based upon approximately 100 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.
d. Assist the City in the advertisement of the Project for competitive bids.
e. Assist the City with any Pre-Bidders meetings.
f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
g. Assist the City in the opening and tabulation of bids for construction of the Project.
h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services under this task at no additional cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

D. Construction Phase Services

The budgeted fee for this Task is based upon approximately 100 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

a. Conformed Document submittal:
    i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
    ii. Print up to ten (10) sets 11”x17” plans and Project Manuals for issuance at

the Pre-Construction Conference.

iii. Package and submit CAD base files upon request.

b. Site Visits upon request

c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site

d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.

e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.

f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.

g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

E. Record Drawings

The budgeted fee for this Task is based upon approximately 50 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

a. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

IV. TASK SUMMARY, SPECIAL SERVICES

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D. and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

F. ROW and Easement Instruments of Conveyance

a. Prepare up to eight (8) ROW instruments (narrative and graphic exhibits of ROW required for the Project).
b. Prepare up to sixteen (16) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement).
c. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
    i. Parcel number.
    ii. Area required.
    iii. Area remaining.
    iv. Legal description.
    v. Current owner.
    vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
    vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
    viii. Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.
d. Upon notification by the City of acceptance of the right-of-way limits (to be determined during the Preliminary Design), exhibits, and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for

the proposed ROW and submit final, sealed documents, including the location of the control points and their NAD-83 reference.

G. Design Surveying

This task is intended to provide additional data collection to supplement information acquired under a previous preliminary design contract for Shepherd Drive from Farmington Road to U.S. Highway 75 under a separate agreement (dated October 5, 2021) between City and Kimley-Horn. Supplemental data collection may include the following.

a. Property Research
   i. Collect property owner and record information.
   ii. Gather existing plat information.
   iii. Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified.

b. Design Survey
   i. The limits of the survey may be from Flanary Road to Southbound U.S. Highway 75 (approximately 4,500-linear feet). The survey will follow the conceptual alignment selected as part of the preliminary design of Shepherd Drive prepared under a separate agreement (dated October 5, 2021). For approx. 280’ wide. The following areas will also be surveyed:
      a. 500’ upstream and downstream of the proposed culvert crossing location along Choctaw Creek tributaries crossing;
      b. 300’ north and 150’ south of the proposed intersection of future Flanary Road, and 300 north of Southbound U.S. Highway 75.
   ii. Survey will identify and locate existing topographic elements within the corridor including, but not limited to the following:
      a. Property corner monumentation;
      b. Existing pavement, curbs, driveways, sidewalks, barrier free ramps, etc.;
      c. Existing storm sewer inlets, manholes, junction boxes (including culvert sizes and invert elevations);
      d. Existing driveway culverts and swales;
      e. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
      f. Traffic signal poles, cabinets, and other signal equipment;
      g. Signs (excluding temporary signs);
      h. Trees and landscaping, including species and caliper (for 6” caliper and up) (Dense stands of trees can be generally described by their limits);
      i. Permanent structures;
      j. Retaining walls;

k. Mailboxes;
l. Fence limits and material types (excluding temporary fences).

iii. Coordinate with Texas811 to locate and mark existing franchise and public utilities prior to performing the field survey.
iv. Establish horizontal (NAD 83) and vertical (NAVD 88) control points. City to provide established monument information for the area.
v. City will arrange and make all provisions for access to perform the services specified within this scope. The surveyor will provide the City with the name and address of the property owners.
vi. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

H. Level "A" Subsurface Utility Engineering

This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

a. After survey is complete and during Design, identify possible conflict locations to perform SUE.
b. Upon City authorization, perform SUE Quality Level "A" using non-destructive vacuum excavation equipment to expose City and franchised utilities at critical locations identified during design or construction, up to five (5) test hole locations which will then be field surveyed.
c. Evaluate the SUE results and provide a summary of potential utility conflicts to the City for encroachment easement/agreement purposes.
d. Provide the SUE results to the affected franchisees for their use in relocation efforts.

I. Geotechnical Investigation & Report

a. Subsurface Exploration.
   i. Drill and extrude the following:
      a. Up to ten (10) sample borings to depths of 10-feet below existing grade using truck-mounted equipment, 500-feet +/- spacing along the Shepherd Drive alignment.
      b. Up to Two (2) sample borings to depths of 20-feet below existing grade using truck-mounted equipment for culvert drainage crossings.
      c. Additional depths or borings, if necessary, will be provided as Additional Services only upon written City authorization.
   ii. Check samples for consistency with a hand penetrometer.
   iii. Stake the boring locations using normal taping procedures (location and elevation to be surveyed).
   iv. Backfill bore holes and plug at the surface.

v. Provide continuous sampling (with field strength testing).
vi. Rock will be evaluated for hardness by TxDOT cone penetration field testing

b. Laboratory Services
   i. Testing.
      a. Moisture contents to determine profile of moisture variations.
      b. Atterberg limits and sieve analysis for classification of soils.
      c. Unconfined compression tests to evaluate soil strengths.
      d. Swell test to determine swell potential and subgrade treatment requirements (Swell Test Method).
      e. Lime Stabilization Series to determine percent lime and or cement required for subgrade stabilization, if required.
      f. Sulfate test.
      g. Standard proctor.
      h. Resilient modulus.
      i. Direct shear for slope stability analysis.

c. Engineering Analysis
   i. Prepare an engineering report presenting the following:
      a. Sample boring location map.
      b. General soil and ground-water conditions.
      c. Examine samples for visible evidence of sulfates and discuss in the reports.
      d. Recommendations for appropriate subgrade treatment, stabilization type and concentration. (Lime and flexible base options)
      e. Recommended pavement section.
      f. Recommendations for culvert foundation type and lateral pressures for below-grade walls and retaining structures.
      g. Global slope stability analysis of planned embankments.
      h. Earthwork recommendations, including compaction criteria for any fill placed.
   ii. The geotechnical engineer's design recommendations shall be relied upon by the civil engineer for the subgrade and pavement design and will be incorporated into the Bid Documents.
   iii. Submit one (1) copy and PDF of the report to the City.

J. Environmental Services

a. Aquatic Resources Delineation
   i. Kimley-Horn will perform an Aquatic Resources Delineation for route in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement as detailed below.
   ii. Kimley-Horn will locate readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, National Hydrography Dataset (NHD), Federal Emergency Management

Agency (FEMA) Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.

iii. Kimley-Horn will perform a site visit to evaluate the existence and approximate locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed if necessary. The ordinary high-water mark (OHWM) for waterbodies will be identified in the field. Following the site visit, Kimley-Horn will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with sub-meter accuracy. Kimley-Horn will provide the Client with PDF and AutoCAD versions of the aquatic resources files in the correct coordinate system.

iv. Kimley-Horn will perform a preliminary jurisdictional analysis of identified aquatic features onsite (if any) to evaluate the potential for the USACE to regulate identified aquatic features. Kimley-Horn will provide a summary email with an aquatic features map for review.

v. It is important for the Client to understand that the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this agreement. Observations will be made under the applicable regulatory guidance at the time of the observations. Official authority to make a determination defining applicable jurisdictional limits rests with the EPA; however, authority has been delegated to the USACE. Jurisdictional determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The Aquatic Resources Delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.

b. USACE Nationwide Permit Non-Notifying Memo

i. This task assumes that formal USACE notification and authorization will not be required; however, it will be based upon review of project plans, construction details, and/or specifications and potential impacts to jurisdictional waters. Kimley-Horn will document this information specific to the project and how to use the perceived applicable Nationwide Permit (NWP). This letter report will include regulatory language for the applicable NWP with discussion of selected noteworthy General Conditions.

ii. Though no coordination with the USACE is proposed as part of this Task, the use of the applicable NWP constitutes compliance with appropriate Federal regulations. All NWP General and Regional Conditions and NWP terms must be met by the Client.

iii. Based on project details provided to Kimley-Horn by the Client, it appears that a NWP 14 for Linear Transportation Projects would authorize the proposed project activities. Further, it is assumed that triggers for notification to the USACE under NWP 14 are met; Therefore, the preparation of a Pre-Construction Notification (PCN) to be submitted to the USACE Tulsa District is not included as part of this agreement. For reference, the submittal of a PCN may be required if:
   a. The NWP General or Regional Conditions can't be met;
   b. Specific triggers for notification to the USACE are met within the NWP;
   c. The impacts thresholds for the Nationwide Permit program are exceeded (greater than 0.10-acres and less than 0.50-acres at each separate, single and complete crossing); or
   d. Client requests verification from the USACE.

iv. This task does not include consultation with the USACE; however, this can be performed if warranted under a separate Agreement.

c. Desktop Cultural Resources Review

i. Kimley-Horn will engage a professional cultural resources management consultant to perform a desktop cultural resources review. The purpose of the desktop review is to identify and describe existing documented cultural resources in the project area, discuss the potential for discovering previously unknown cultural resources, and make recommendations about the need for further archaeological work so that the project can proceed.

ii. The archeologist will compile information from records/databases, including (as necessary):
   a. Texas Archeological Sites Atlas (TASA);
   b. National Register of Historic Places (NRHP);
   c. Additional records at the Texas Archeological Research Laboratory (TARL);
   d. Natural Resources Conservation Service (NRCS) soil maps;
   e. City, state, or county planning documents (when available);
   f. USGS topographic maps;
   g. Records available at City and county historical societies; and
   h. Published local histories.

iii. A letter report that details the results of the records search and presents a review of the natural environment and cultural history of the project area, along with conclusions and recommendations of findings will be prepared. This letter will include a discussion of the potential for the proposed project to affect known archaeological sites, State Antiquities Landmarks (SALs), or sites listed or potentially eligible for listing on the NRHP. In addition to this discussion, the letter will also address the likelihood that the proposed project will encounter areas with a high potential for containing cultural resources. The report will be submitted to the Client for review.

iv. It should be known that if a federal nexus is not identified for the project, consultation with the THC under Section 106 of the National Historic

Preservation Act (NHPA) is not required. Additionally, if the project is located entirely on private land, consultation with the THC under the Antiquities Code of Texas is not required.

v. Kimley-Horn will submit the letter report to the THC for review.

d. Cultural Resources Survey (if needed)
   i. Prepare and submit an Antiquities Permit application to the THC for review and approval. Field survey work cannot occur until a permit is issued by the THC.
   ii. Conduct a Phase I pedestrian survey. Survey standards will meet the minimum requirements accepted by the THC (n.d.), as set forth in Chapter 26 of the Texas Administrative Code (TAC). The purpose of a Phase I investigation is to identify cultural resources in the project area and make recommendations about their significance. This scope of work does not include Phase II testing or Phase III mitigation tasks or costs, but these may be necessary to satisfy the THC if sites are found and cannot be avoided.
      a. If present, standing structures that are at least 45 years old within the area of potential effect (APE) will be photographed and recorded. Based on the age and condition of the structure, an architectural historian may be consulted (at an additional cost, unless otherwise specified in the Cost section below) to determine the structure's eligibility for listing on the NRHP or as a SAL.
      b. The boundaries of archaeological sites found during the survey will be defined in the horizontal and vertical plane based on surface artifacts, shovel testing, and possibly trenching. These methods comply with standards referenced in 13 TAC 26.20. This scope of work includes the cost of recording one (1) archaeological site. To fulfill the permit requirements laid out in the TAC, we must record archaeological sites found in the proposed survey area. Due to the nature of archaeological work, we can only estimate the number of subsurface site deposits or standing structures that will be found during the survey. Sites and standing structures that are found more than the number listed above may incur additional costs.
      c. If a recommendation for NRHP eligibility cannot be made at a site during Phase I pedestrian survey, Phase II testing may be recommended and subsequently required by the THC.
   iii. If artifacts are found during the survey, they will be analyzed, either in the field or in the lab. The results of this analysis will be used to support the overall and site-specific recommendations in the technical report.
   iv. Prepare a draft technical report. This report will meet the standards for cultural resource reports adopted by the THC (Council of Texas Archeologists n.d.). The report will describe the natural and cultural history of the project area, present a research design and methodology, then the results of the survey. It will conclude with recommendations about site eligibility (if applicable) and whether further archaeological work should be conducted in the project area.

These recommendations will include appropriate justifications based on the requirements of 13 TAC 26.5 and 13 TAC 26.20.

v. The draft report will be submitted to City and subsequently to the THC for review and comments.
vi. Once approved, the final report will be printed, and the necessary copies will be submitted to City and the THC.
vii. Records will be prepared for curation at an approved facility. The cost of records curation is included in the proposed cost. If artifacts are collected, their preparation and the cost of perpetual curation (as required) will be negotiated with the curation facility and will be an additional cost. If the project is on private land, artifacts will be returned to the landowners.
viii. The THC may determine that deep testing is required for the project. Deep testing is excluded from this scope of services. If deep testing is required by the THC, this would be considered an additional service.

K. Franchise Utility Coordination

The budgeted fee for this Task is based upon approximately 100 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City. This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

a. Coordinate with franchise utility companies.
b. Attend group and/or individual franchise utility meetings.
c. Provide design data to franchise utility companies.
d. Identify potential franchise utility conflicts and possible relocation requirements.
e. Notify the City if any relocations may be required.

V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Construction Staking.
2. Environmental Services beyond those identified in the Scope of Services.
3. Title Research.
4. Design of water and/or wastewater improvements outside of the limits identified above.
5. Landscape and irrigation design for the medians and parkway (between back of outside curb and ROW).

6. Traffic Simulations and/or Traffic Studies.
7. Franchise Utility Design.
8. Structural design (bridges, specialized drainage structures, etc.).
9. Traffic Control Plan.
10. Redesign to reflect project scope changes requested by the City, TxDOT, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City/City's acceptance of substitutions proposed by the Contractor.
11. Final Traffic Signal Design at Flanary Road and U.S. Highway 75.
12. Structural design of non-standard retaining walls.
13. Photometrics for street lighting.
14. Appearances before hearings for eminent domain proceedings.
15. Appearances before regulatory agencies.
16. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
17. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
18. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
19. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
20. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
21. Revision of reports and Construction Contract Documents after specific approval by City, bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

EXHIBIT B

PROJECT DESIGN BUDGET SUMMARY

I. Basic Services	
A. Intermediate Design Plans (60%) (Expected Completion: 10/30/2022)	**$239,000.00**
B. Final Design/Construction Plans (90%, 100%) (Expected Completion: 7/30/2023)	**$273,000.00**
C. Bid Phase Services (Expected Completion: 9/30/2023)	**$20,000.00**
D. Construction Phase Services	**$20,000.00**
E. Record Drawings	**$10,000.00**
Total Basic Services (Lump Sum)	***$562,000.00***
II. Special Services	
F. Descriptive Instruments for ROW and Easements (8 right-of-way parcels at $1,500 each) (16 easement parcels at $1,100 each)	**$29,600.00**
G. Design Surveying	**$45,000.00**
H. Level "A" Subsurface Utility Engineering	**$13,500.00**
I. Geotechnical Investigation & Report	**$22,000.00**
J. Environmental Services	**$40,000.00**
K. Franchise Utility Coordination	**$20,000.00**
Total Authorized Special Services	***$170,100.00***
Project Budget, Grand Total (Not-To-Exceed)	***$732,100.00***

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

9. Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
_X_	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

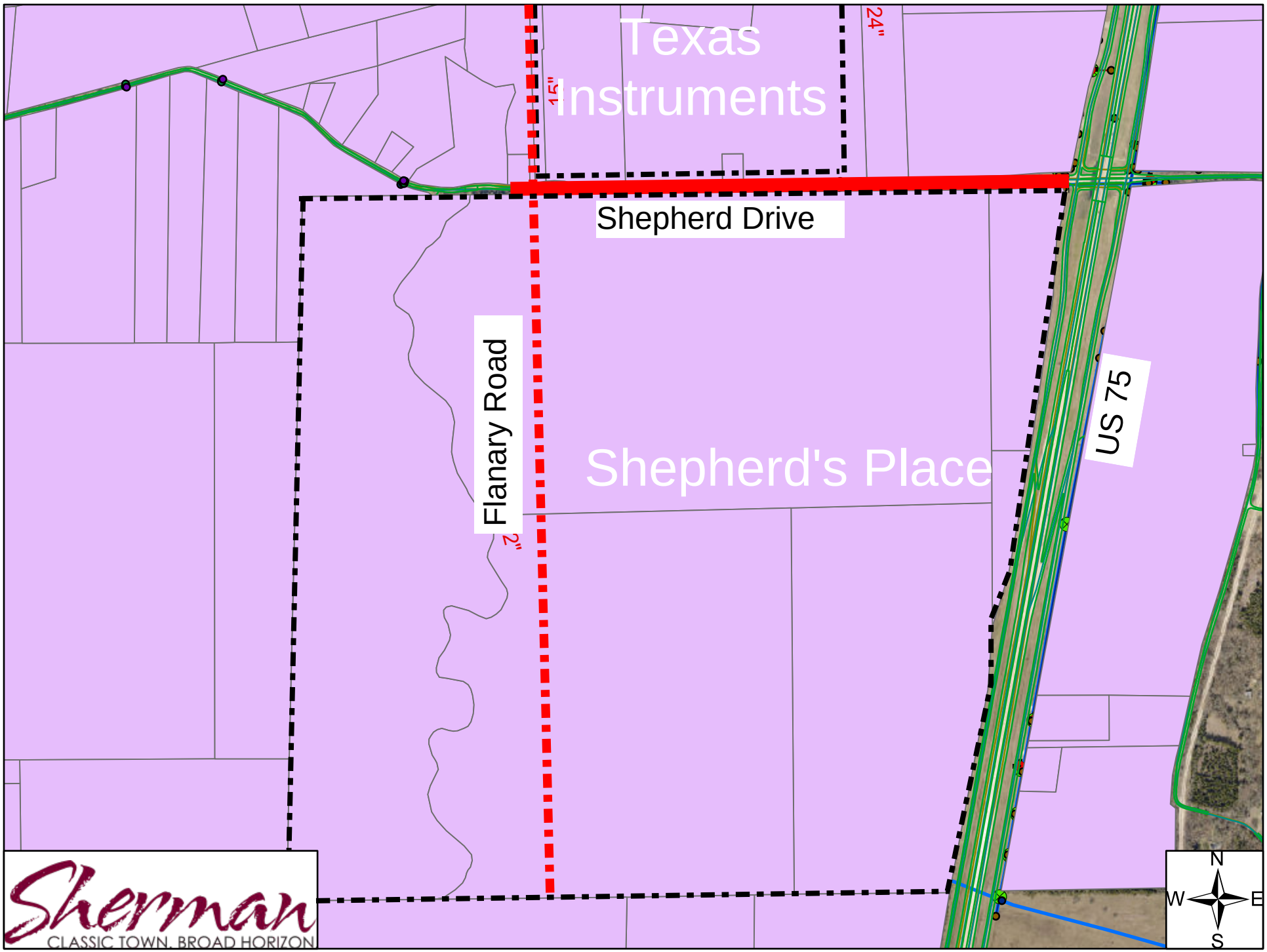
5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021


Texas Instruments
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Shepherd Drive
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2"
Shepherd's Place
US 75
Sherman
CLASSIC TOWN, BROAD HORIZON
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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 06/06/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6902

Authorizing Execution of a Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for Design of the Wastewater Treatment and Water Reuse Master Plan Project

Issue:

To consider a contract for professional services with Plummer Associates, Inc. for the design of the Wastewater Treatment and Water Reuse Master Plan Project

Background:

As a result of major industrial developments and large planned developments throughout the City, capacity and treatment improvements will be needed for the wastewater treatment plant and system to properly serve these developments. This contract will perform an entire plant assessment and master planning for those capacity and industrial treatability needs as well as analyze potential reuse opportunities.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $2,073,011.00. This will be funded by 2022 GTUA Bond Funds.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Plummer Associates,Inc. for the design of the Wastewater Treatment and Water Reuse Master Plan Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6902
Unsigned - Agreement
Location Map

RESOLUTION NO. 6902

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

PLUMMER ASSOCIATES, INC.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2022:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Plummer Associates, Inc.**
1320 South University Dr. Suite 300
Fort Worth, TX 76182
Telephone: 817.806.1700

for the following Project: **Wastewater Treatment and Water Reuse Master Plan**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Plummer Associates, Inc., 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 civil engineering services for the Wastewater Treatment and Water Reuse Master Plan Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written amendment to this Agreement, may be authorized from time to time by City ("Amendment(s)").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis in an amount not to exceed one million four hundred eighty-eight thousand eleven dollars **($1,488,011.00)**; (b) for Special Services, on a cost-plus basis in an amount not to exceed five hundred eighty-five thousand dollars **($585,000.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a

determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to assist the City in obtaining all applicable necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City. City shall be responsible for permitting and approval fees.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Staff Description	Range of Billing Rates
Admin Staff	$ 85.00 - $ 105.00
Senior Admin Staff	$ 90.00 - $ 130.00
Designer/Technician	$ 75.00 - $ 115.00
Designer/Technician III	$ 100.00 - $ 130.00
Senior Designer/Technician	$ 125.00 - $ 160.00
Engineer/Scientist Intern	$ 50.00 - $ 95.00
Engineer-in-Training/Scientist-in-Training	$ 95.00 - $ 130.00
Engineer-in-Training/Scientist-in-Training III	$ 115.00 - $ 145.00
Project Engineer/Scientist	$ 120.00 - $ 155.00
Senior Project Engineer/Scientist	$ 135.00 - $ 195.00
Project Manager	$ 180.00 - $ 250.00
Senior Project Manager	$ 225.00 - $ 295.00
Principal I	$ 250.00 - $ 330.00
Principal II	$ 290.00 - $ 400.00
Electrical Engineer in Training I	$ 85.00 - $ 110.00
Electrical Engineer in Training II	$ 100.00 - $ 115.00
Electrical Engineer in Training III	$ 120.00 - $ 150.00
Electrical Specialist	$ 130.00 - $ 165.00
Programmer	$ 135.00 - $ 170.00
Programmer II	$ 140.00 - $ 175.00
Senior Electrical Engineer	$ 260.00 - $ 295.00

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or

unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish

City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal, of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY

DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY

GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Alan E. Davis
Principal
Plummer Associates, Inc
1320 South University Dr.
Fort Worth, TX 76182
Telephone: 817.806.1700
Email: adavis@plummer.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof

and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** **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 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

12.23 **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.

12.24 **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	**CONSULTANT:** **Plummer Associates, Inc.** a Texas corporation
By: _____ Robby Hefton, City Manager	By: _____ Alan Davis, Principal

APPROVED AS TO FORM:

_____

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF_____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ALAN DAVIS**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS A PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR **PLUMMER ASSOCIATES, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

EXHIBIT A
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

With the recent announcement of a new $30 Billion Texas Instruments (TI) semiconductor chip manufacturing campus to be located in the City of Sherman (City), the City is developing a comprehensive infrastructure plan to serve the facility and the associated growth. The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support the TI facility and continued growth. It is anticipated that these services will be performed in phases. The first phase will include the initial data/information gathering and master planning that will provide a road map for subsequent design and construction phases. The remainder of this document defines the scope of work for the Phase 1 master planning services.

II. GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.

C. Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

D. The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.

E. Communications and Reporting:

i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.

ii Attend review meeting with the City at the end of each design phase.
iii Prepare and submit monthly invoices in the format acceptable to the City.
iv Prepare and submit monthly progress reports.
v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Task A: Information Gathering and Review

a. Kickoff Meeting: Prepare for and facilitate an in-person kickoff meeting in Sherman to review the scope and schedule; identify critical success factors and potential risks; and discuss data/information that will be used in the planning process. Data currently available to Plummer will be identified.

b. Information Request: Prepare and submit to City a request for information. The City will provide available requested information, and any other related information City is aware of that may benefit the project team. Information to be provided may include, but not be limited to: customer water usage data; historical flow and water quality data, previous design and master plan reports; development and planning information, population and flow projection information, water supply cost and rate information, GIS data layers, existing TPDES permits, and water rights information. A separate information request will also be provided summarizing desired information and data to be obtained from TI. Data to be requested will include information from existing TI facilities with similarities to the one to be constructed in Sherman. In addition, information on the quality of the existing TI discharges and timing of the planned phase-out of the existing TI facility will be requested. Information related to individual process streams and the opportunities for reuse at the TI facility will be requested, such as water quality requirements, potential uses, and reuse water quantity. It is assumed that all data and information will be provided in electronic format. If data from existing TI facilities are not available, special sampling may be required and is included as a special service.

c. Tour of Existing TI Facilities: Plummer (up to 3 team members) will accompany City of Sherman staff on up to two site visits to facilities that are similar to the facility to be constructed in Sherman. The budget allocated to this task only covers time and travel expenses for Plummer team staff. City staff expenses are not included. Plummer will document information obtained from the site visits. Plummer will contact the municipalities where these facilities are located to schedule a meeting with wastewater and pretreatment staff before each site visit. Plummer will request a copy of the technically based local limits from these municipalities.

d. Information Review: Review and summarize the information provided by Sherman and TI.

e. Information Gathering/Review Meetings:
   i. Coordinate with the City to meet with representatives of TI to obtain additional information and insight into plans for design and operation of the TI facility.

   ii. Meet with the City to discuss questions related to information provided and any outstanding information needed for completion of the Master Plan.

Deliverables: Summaries to be included in final report, as appropriate; meeting notes.

B. Capacity and Treatability Study

a. Task B: Wastewater Flow Projections and Quality Characteristics

   i. Evaluate/Confirm Wastewater Flow Projections: Evaluate flow projections provided in Task A. Modify and augment as appropriate based on information obtained from discussions with TI and any other updated information provided by the City. Flows to be developed include annual average daily; maximum month; peak two-hour; average daily minimum; and extended wet weather influent. Variability in TI flows will be evaluated and documented, including the timing of phasing out the existing TI facility. If required by individual treatment processes, maximum and minimum weekly flows shall also be included. Flow peaking factors (peak two-hour, maximum month, etc.) will be established using available data. The evaluation period for the flow projections will be consistent with the period used in the City's most recent Wastewater Master Plan.

   ii. Wastewater Characteristics (Quality and Quantity):

      a. Review five years of historical quality data for biochemical oxygen demand (BOD), ammonia (NH3), total suspended solids (TSS) and

potential of hydrogen (pH) from the Post Oak WWTP. This will include all recorded data and sampling locations at the plant.

b. Predict wastewater characteristics received at Post Oak WWTP after the water purification facility ceases discharging to the collection system.

c. Identify potential pollutants of concern that are typically regulated/monitored in facilities with processes similar to the proposed TI facility. Obtain historical water quality and flow data from similar operational TI facilities and summarize water quality characteristics.

d. Evaluate water quality from the existing TI facility in Sherman and based on information provided by TI, evaluate the impact of phasing out this facility on the water quality characteristics.

e. Based on the evaluation above and other information provided by TI, estimate projected water quality characteristics and quantity for the pollutants of concern for each internal waste stream and the final wastewater discharges from the new TI facility; identify water quality characteristics associated with the new TI discharge that may impact treatment processes and discharge permitting (e.g. biocides, nitrification inhibitors, dissolved solids, potentially hazardous wastes, etc.).

f. Identify types of new industries that may come to the City to support TI. Determine if any of the new industries could have significant flows or discharge pollutants of concern at levels that could be problematic.

g. Identify direct and indirect industrial users that are located in the vicinity of the new TI facility. Review five years of historical discharge data obtained through the City's pretreatment program or available through EPA Enforcement and Compliance History Online for the industries. Obtain information related to changes that have occurred in the past five years or changes that are proposed for the industrial user's facilities that have or may cause an impact to the characteristics of the discharges to the City's treatment works. The impacts of COVID on the industrial user discharges will be considered in the review.

h. Review wastewater quality data with respect to the potable water source (groundwater or surface water). The typical wastewater characteristics for domestic and commercial sources that receive potable water from each source will be reviewed. Any other available relevant water quality data for the Post Oak WWTP will be reviewed.

i. Define concentrations and loads to be used in projecting future wastewater quality. Loads will include annual average daily; maximum month average daily; peak two-hour; and average daily minimum. If required by the individual treatment processes, maximum and minimum weekly loads shall also be included.

j. Separately characterize wastewater quality for the following scenarios:

- Post Oak WWTP commingled with wastewater from the TI facility
- Post Oak WWTP without wastewater from the TI facility
- TI facility + nearby industrial dischargers (for potential treatment at a separate industrial treatment facility)
- Post Oak WWTP without TI facility and without nearby industrial dischargers

iii. Task B Meetings: The following meetings are anticipated to support Task B activities:

a. Prepare for and facilitate one in-person meeting with the City in Sherman to review the results of the Task B evaluation. A PowerPoint summary of results will be provided at the meeting and will serve as the intermediate documentation of the Task B results.

b. Prepare for and facilitate up to 3 virtual meetings (with the City and/or TI) to review task progress or obtain additional input/information.

Deliverable: PowerPoint slides summarizing flow projections and water quality characterization; meeting notes.

b. Task C: Treatment Alternatives Screening Evaluation **(**Note: This task will be coordinated with and conducted concurrently with Tasks D and E.)

i. Treatment Alternative Development: Develop conceptual planning-level treatment scenarios for up to 5 treatment alternatives. Perform a process evaluation and assessment for each alternative. Prepare treatment process diagrams and descriptions for each alternative. Alternatives to be included will be finalized following completion of Task B but may include:

a. All flow is commingled and treated at the existing Post Oak WWTP site for the entire planning period.

b. Flow is initially commingled and treated at the Post Oak WWTP until capacity of the existing WWTP is reached; A separate industrial

treatment train will be constructed at the Post Oak WWTP site to treat flows from TI (and potentially other nearby industries).

c. Flow is initially commingled and treated at the Post Oak WWTP until capacity of the existing WWTP is reached; A separate industrial treatment plant will be constructed at a new site located near TI to treat flows from TI (and potentially other nearby industries).

d. TI flows are not commingled at the Post Oak WWTP. A separate industrial treatment plant will be constructed at a new site located near TI to treat flows from TI (and potentially other nearby industries) and will be operational when the TI facility comes online.

ii. Permitting: Identify the type(s) of permits required and the regulations that apply to the discharge/waste streams generated by each alternative. The difficulty of and anticipated schedule for obtaining each authorization will be identified.

iii. Discharge Locations and Permit Limits: Perform a desktop evaluation of potential discharge location(s) for each alternative. Using default QUAL-TX model assumptions (for dissolved oxygen), TCEQ screening procedures, and applicable federal industrial regulations, the potential Texas Pollutant Discharge Elimination System (TPDES) permit limits for each alternative will be predicted.

iv. Residuals Disposal: If reverse osmosis treatment is required to manage dissolved solids, perform a desktop evaluation of residual disposal options and identification of potential waste stream segregation needs. Options to be considered will include surface water discharge, deep well injection, and up to two other options that may include high recovery options to minimize the amount of liquid waste or emerging technologies. Coordinate with the City's consultant evaluating water treatment plant improvements to determine whether a combined residuals disposal option for water and wastewater treatment is viable.

v. Conveyance Evaluation: Determine conveyance improvements required for each treatment alternative

a. Coordinate with City's conveyance consultant to define collection system improvements needed for each alternative.

b. Define conveyance system improvements required for discharge of treated effluent and residuals disposal for each alternative.

vi. Planning-Level Costs: Develop planning-level opinions of probable construction cost (OPCCs), operation and maintenance (O&M), and life cycle costs for each alternative. Costs will be developed for the following elements:

   a. Wastewater collection system and treated effluent conveyance. Conveyance costs will be based on planning level (AACE Level 5) unit cost factors (e.g. $/linear foot for pipelines or $/MGD for lift stations) and will be coordinated with the unit cost factors used by the City's conveyance consultant. For operating costs, unit cost factors will be based on linear feet of pipe and pipe type (gravity vs. force main), and $/HP for lift stations.

   b. Treatment facility improvements. Facility improvement costs will be based on planning-level unit cost factors (e.g. $/MGD) for each treatment process category (e.g. conventional treatment, advanced treatment, biosolids treatment, odor control, etc.). For operational costs, unit cost factors generally will be based on gallons of wastewater treated.

vii. Non-Cost Factors: Define non-cost considerations associated with each alternative. The review of non-cost factors will include legal, regulatory, environmental, social, institutional and public acceptance issues.

viii. Pretreatment Program: Identify the impacts to the established Pretreatment Program that implementing each alternative will have. This evaluation may involve comparing the predicted loadings discharged to Post Oak WWTP to the allowable headworks loadings and allowable industrial loadings developed for the City's approved and/or proposed pretreatment program. The objective of the evaluation is to determine if and what type of modifications to the program will be required.

ix. Develop Evaluation Criteria and Matrix: Develop proposed evaluation criteria and scoring matrix to be used to evaluate alternatives. Populate draft scoring matrix.

x. Task C Meetings: The following meetings are anticipated to support Task C activities:

   a. Prepare for and facilitate an in-person alternative screening workshop with the City in Sherman. Summary descriptions of each alternative will be provided prior to the workshop. At the workshop, evaluation criteria, weights and scoring will be reviewed and confirmed with the City. The scoring matrix will then be used to rank the alternatives and

select which alternative(s) will move forward with a more detailed evaluation.

b. Prepare for and facilitate up to 3 virtual meetings (with the City and/or TI) to review task progress or obtain additional input/information.

Deliverables: Summary descriptions of each alternative; final screening scoring matrix; meeting notes.

C. Task D: Water Reuse Alternatives Screening Evaluation

a. Existing Customer Identification: Identify potential customers for non-potable reclaimed water in the vicinity of the new TI facility and in the vicinity of the Post Oak WWTP.

   i. Analyze monthly metered water usage data to be provided by the City, to include any separate irrigation meters. For customers with no irrigation meter, seasonal water usage will be used to estimate potential irrigation usage. Rank customers in order of largest likely non-potable water usage. Cross-check with desktop review of aerial imagery to confirm likely irrigated areas.

   ii. Prepare for and facilitate a meeting with the City to review ranked list of potential largest nonpotable water users and obtain input and feedback.

   iii. Prepare for and attend up to 5 meetings with potential customers to evaluate interest in using reclaimed water and determine any special water quality or pressure/delivery requirements. If desired by the City, one meeting could be coordinated with pretreatment program customers.

b. Future Customer Identification: Using available planning and development information, together with other information available from the City, identify potential future development areas that may be candidates for receiving reclaimed water. Estimates of potential demands for future development will be based on available information and are likely to be very approximate.

c. Reclaimed Water Supply and Water Quality: Summarize reclaimed water supply and water quality requirements.

   i. Using historical flow data and projections from Task B and in coordination with Task C, document existing and future reclaimed water supply, both from the Post Oak WWTP and a potential future industrial WWTP, as appropriate.

   ii. Prepare a summary of existing treated effluent quality from the Post Oak WWTP and expected water quality requirements to serve potential reclaimed water customers. Treatment process improvements needed to meet

expected quality requirements will be included in the treatment alternatives for Task C.

d. Evaluate Reclaimed Water Delivery Options for Nonpotable Reuse: In coordination with Task C, evaluate delivery options for nonpotable reuse for each treatment alternative.

   i. A hydraulic model will be developed for each alternative. Planning- level demands will be estimated from the information developed in Tasks D.a. and D.b. The model will be used to evaluate pipeline sizing and pumping/storage requirements.

   ii. GIS maps will be prepared for presentation of each alternative.

   iii. OPCCs, together with estimated O&M and life cycle costs, will be developed for each alternative.

   iv. Non-cost considerations, such as regulatory or institutional issues, permitting requirements, barriers to implementation or other similar issues will be summarized.

e. Summarize Reclaimed Water Delivery Alternatives: In coordination with Task C, prepare a summary of each reclaimed water delivery alternative. Summaries will be incorporated into treatment alternative summaries and included as part of the Task C screening workshop.

Deliverables: Prioritized list of potential customers; hydraulic model of each alternative; summary of reclaimed water delivery alternatives; meeting notes.

D. Task E: Indirect Potable Reuse Alternatives Screening Evaluation

a. Screening of Potential Discharge Locations:

   i. In coordination with previous tasks, estimate the quantity of water that may be available for discharge to the Lake Texoma, Lake Ray Roberts, Lake Lewisville, or Lake Lavon watersheds for subsequent indirect reuse.

   ii. Perform a desktop evaluation of potential discharge locations to evaluate the viability of discharging to other watersheds. Using default QUAL-TX model assumptions (for dissolved oxygen) and TCEQ screening procedures, estimate projected TPDES permit limits for each potential location.

b. Water Provider Meetings: Working with the City, prepare for and facilitate up to 3 meetings with regional water providers to discuss their interest in purchasing and/or trading return flows from the City. It is anticipated that meetings would be with some or all of North Texas Municipal Water District (NTMWD), Greater Texoma Utility Authority (GTUA), and Dallas Water Utilities (DWU).

c. Evaluate Indirect Potable Reuse (IPR) Alternatives: Based on input received from meetings in Task E2, develop up to 3 IPR alternatives.

   i. Develop conceptual plans of required conveyance infrastructure and display on a GIS map.

   ii. Develop OPCCs together with estimated O&M and life cycle costs for each alternative.

   iii. Summarize non-cost considerations, such as regulatory or institutional issues, permitting requirements, barriers to implementation or other similar issues.

d. Summarize IPR Alternatives: In coordination with Task C, prepare a summary of each IPR alternative. Summaries will be incorporated into treatment alternative summaries and included as part of the Task C screening workshop.

Deliverables: Summary of IPR alternatives including maps, costs and review of non-cost factors; meeting notes.

E. Task F: Alternative Evaluation

a. Alternative Development: Based on the results of the Task C Screening Workshop, evaluate one alternative, including items to address Post Oak WWTP condition assessment needs, treatment alternatives for the TI project, and infrastructure needs associated with water reuse. Evaluation of a second alternative is included as a Special Service.

   i. Perform treatment process modeling for the alternative.

   ii. For each proposed discharge location (including discharge of RO concentrate, as appropriate), develop a refined water quality model and assessment of potential TPDES permit limits.

   iii. Prepare conceptual design:

      a. Prepare design concept memorandum defining raw wastewater flow and quality characteristics, effluent discharge flow and quality characteristics, odor control concepts, biosolids and residual handling concepts. Develop a conceptual process design drawing including all treatment process units with flow rates.

      b. Prepare desktop evaluation of potential new WWTP sites near the TI facility. A detail selection of a site would occur in a subsequent project. The desktop evaluation would include up to three sites and criteria such as property size, ownership, and current use, known geology,

proximity to power, vehicle access, proximity to the TI facility, and proximity to discharge locations.

c. Develop conceptual electrical loads for the plant. Coordinate with power company for electrical service for new sites.

d. Update conceptual conveyance infrastructure plan based on the selected alternative and selected treatment site and display on a GIS map.

e. Identify conceptual communication strategy to other city facilities and plant security requirements.

b. Alternative Conceptual Costs: Develop OPCCs, O&M, and life cycle costs for each alternative.

c. Task F Meetings: The following meetings are anticipated to support Task F activities:

i. Prepare for and facilitate an in-person alternative review meeting with the City in Sherman. If more than one alternative has been evaluated, a similar scoring exercise as performed in Task C will be used to rank the alternatives and select the preferred option.

ii. Prepare for and facilitate up to 3 virtual meetings to review task progress or obtain additional input/information.

d. Finalize Conceptual Alternatives: Incorporate feedback received from City from Task F alternative review meeting and finalize alternative(s) and cost(s).

Deliverables: Conceptual design memorandum and opinions of cost; meeting notes.

F. Task G: Implementation Plan

a. Document CIP Projects: Document and summarize CIP projects associated with the recommended alternative. Projects will also include the improvements identified during the Post Oak WWTP condition assessment project.

b. Prepare Implementation Plan: Implementation steps for the recommended alternative identified in Task F will be documented, together with a proposed schedule for implementation.

Deliverables: CIP projects and implementation plan for the recommended alternative.

G. Task H: Report

a. Draft Report: Document the results of the previous tasks in a draft report. One electronic copy of the report will be provided to the City for review.

b. Final Report: Prepare a final report that incorporates comments received from City. An electronic (pdf) copy of the final report, together with 3 hard copies, will be provided to City.

Deliverables: Draft and final report.

H. Task I: Project Administration and Additional Meetings

a. Project Administration: Project administration will include but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis. A standard monthly invoice and progress reports will be prepared for all services.

Deliverables: Monthly progress reports and invoices

I. Task J: Additional Meetings:

a. Prepare for and attend up to 2 additional in-person meetings (not included in other tasks) with City staff, TI, City Council or other stakeholders. For budgeting purposes, each meeting will be 4 hours and include 10 people from the consultant team plus meeting preparation, meeting documentation, and travel.

Deliverables: Meeting notes for each meeting.

J. Special Services

a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by basic services, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following items. The scope and compensation for these services will be further defined and agreed to prior to authorization:
   i. Additional Sampling: Additional sampling at the City's Post Oak WWTP, or an existing TI facility to obtain additional water quality data to support the evaluation.

ii. Additional alternative evaluation: In accordance with scope Task F: Alternative Evaluation, perform a alternative evaluation, including conceptual design tasks and costs for a second alternative.
iii. Additional data collection or analysis not included in Basic Services.
iv. Additional model development or evaluations not included in Basic Services.
v. Additional meetings not included in Basic Services.
vi. Design surveying and utility locations:
    a. Perform preliminary surveying for the wastewater treatment plant sites. These services are based upon survey of the City's Post Oak WWTP and a new plant site. A detailed scope of work will be provided prior to authorization by the City. Perform subsurface utility engineering (SUE) Quality Level A or B services at critical locations.
vii. Geotechnical Investigation & Report: These services are based upon geotechnical engineering at the City's Post Oak WWTP and a new WWTP site. A detailed scope of work will be provided prior to authorization by the.
    a. Perform soil borings and install piezometers at select locations on plant site(s)
viii. Preparation of site visits, report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations. A detailed scope of work will be provided prior to authorization by the City once the pipeline routes and plant site have been established.

EXHIBIT B

PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A.	**Information Gathering and Review**	**$ 117,221**
B.	**Capacity and Treatability Study**	**$ 190,251**
C.	**Treatment Alternatives Screening Evaluation**	**$ 339,260**
D.	**Water Reuse Alternatives Screening Evaluation**	**$ 102,919**
E.	**Indirect Potable Reuse Alternatives Screening Evaluation**	**$ 55,212**
F.	**Detailed Alternative Evaluation**	**$ 337,909**
G.	**Implementation Plan**	**$ 37,341**
H.	**Report**	**$ 117,765**
I.	**Project Administration**	**$ 154,053**
J.	**Additional Meetings**	**$ 36,080**
	Total Basic Services (Lump Sum)	***$ 1,488,011***

II. Special Services

A.	**Additional Sampling**	**$ 20,000**
B.	**Additional Detailed Alternative Evaluation**	**$ 340,000**
C.	**Additional Data Collection and Analysis**	**$ 30,000**
D.	**Additional Model Development & Screening**	**$ 50,000**
E.	**Additional Meetings**	**$ 50,000**
F.	**Surveying, Easement Preparation, and SUE**	**$ 50,000**
G.	**Geotechnical Engineering**	**$ 25,000**
H.	**Environmental and Architectural Investigation Services**	**$ 20,000**
	Total Authorized Special Services	***$ 585,000***

Project Budget, Grand Total (Not-To-Exceed) ***$ 2,073,011***

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

9. Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal 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 or non-renewal. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

1417
42"
11612
9883
10545
10007
8"
42"
10031
48"
11613
FM 1417
9918
6"
1417
24"
Biological Clarifiers
#1
#3
#2
Headworks Lift Station
11668
8"
Thickeners
#2
#1
Secondary Anaerobic Digester #4
42"
Aeration Basins
#1
#3
#2
6"
2"
Primary Anaerobic Digesters
Second Stage Trickling Filters
PC1
First Stage Trickling Filters
Flow Equalization Basin
PC2
N
2"
PC3
Operations Center & Maint. Bldg.
6"
Post Oak Rd
Sludge Storage Basins
0 100 200 400
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 6.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6903

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for the Texas Instruments Project

Issue:

To consider a contract for professional services with Bureau Veritas for the Plan Review and Building Inspection Services for the Texas Instruments Project.

Background:

As a result of the new Texas Instruments project, building plan review and building inspections will be required to complete the project. To be able to serve both Texas Instruments and all of the new construction that is taking place in the City, Staff has recommended that a third party contract be set up to manage plan review and building inspections for Texas Instruments. This will allow for a third party inspector to be located on site at Texas Instruments as the project is developed. This contract will also include plan review and inspections for fire and life safety.

Origination:

Development Services

Financial Consideration:

The total funding needed for this contract is $2,276,000.00. This fee will be passed onto the contractor responsible for the construction of the new Texas Instruments facility in lieu of the building permit fee that is typically charged for new building construction.

Staff Recommendation:

Bureau Veritas was one of two firms in which proposals were received for this work and was determined to be the most qualified to perform these services. Staff has negotiated the scope and fee for these services based on the size of the buildings and the project schedule. It is recommended that the contract for professional services with Bureau Veritas for these professional services.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6903

Agreement

RESOLUTION NO. 6903

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR THE TEXAS INTRUMENTS PROJECTS; 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 Bureau Veritas for the plan review and building inspection services for the Texas Instruments Project, 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 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

ATTEST: **BY:_____**
DAVID PLYLER, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND BUREAU VERITAS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the 31st day of May, 2022, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Bureau Veritas, ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Plan Review and Building Inspections Services for Texas Instruments Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").

1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. 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.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B,** and incorporated herein by reference for all purposes. The Consultant shall not be responsible for delays caused by the City or beyond the reasonable control of the Consultant.

1.4 **Standard of Care** – Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professional's in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

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. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed Two Million, Two Hundred and Seventy-Six Thousand AND 00/100 Dollars ($2,276,000.00); (b) for Special Services, on a lump-sum basis in an amount not to exceed Two Million, Two Hundred and Seventy-Six Thousand AND 00/100 DOLLARS ($2,276,000.00) (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the

written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to

obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services

rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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 included in the monthly invoices.

ARTICLE 7
AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem reasonably 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 aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F,** and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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 G** 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.

The Consultant may terminate this Agreement for any material failure by City to comply with this Agreement, provided that the Consultant gives City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to City an opportunity to cure such failure within said thirty (30) days.

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.

In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

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 it at:

_____

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Consultant, addressed to it at:

_____

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Insurance Requirements.

12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin 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** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.13 **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 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Robby Hefton, City Manager

CONSULTANT:

Bureau Veritas North America, Inc
a Delaware Corporation

By: _____
Van Tran, Vice-President

APPROVED AS TO FORM:

DTQR
Daniel Stanford

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

BUREAU VERITAS **PROPOSAL**

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - PROJECT BUDGET SUMMARY

April 18, 2022

City of Sherman, TX

Craig Long
Finance Department Municipal Building
405 N. Rusk Street
Sherman, TX 75091-1106
903.892.7215
craigl@cityofsherman.com

RE: Building Plan Review & Inspections For Texas Instruments, RFP No. 2022-06

Part I - Scope of Work

Bureau Veritas understands that the scope of work will encompas the buildings listed in the appendix document found on the following page.

Fee Arrangement

BV's pricing reflects our commitment to the success of your project by helping you maintain significant quality and cost saving benefits moving forward. The below cost proposal demonstrates the fee required to conduct the Building, Health and Fire plan review & inspections required by the International Building Code (IBC) and local amendments.

TOTAL FOR SERVICES:	**$2,276,000.00**

This is a lump sum fee and includes all required plan reviews and/or inspections, and re-reviews and/or re-inspections, at no additional charge. All communication and inspection requests/results are handled through BV's office personnel, then forwarded to the City in accordance with the City's directives. We will provide a Lead Inspector on-site to perform and coordinate the multiple required inspections with the assigned Inspection Team. We will be available for inspections after-hours and six-days a week.

We appreciate the opportunity to provide you this proposal. Should you have any questions or require any additional information please do not hesitate to contact us.

Sincerely,

Van Tran, Vice President – Facilities Division, Central & East
Bureau Veritas North America, Inc.
1000 Jupiter Road, Suite 900
Plano, TX 75074
214.876.6855 (Mobile)
van.tran@bureauveritas.com

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:

        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date,

time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. 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.

2. Such policies shall require the provision of written notice to City in accordance with policy provisions for cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

3. 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.

EXHIBIT E
INSURANCE REQUIREMENTS

X	4.	Professional Liability	▪ Minimum $ 1,000,000.00 each claim. ▪ Minimum $ 2,000,000.00 in the aggregate.
___	5.	Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

X 6. City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 7. General Liability Insurance provides for a Waiver of Subrogation against 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
PROHIBITED INTEREST AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Collin §

I, Van Tran, a member of the Consultant team, make this affidavit and hereby on 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 on the Project (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 ($25,000.00) 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 ($25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of 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 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this 2 day of June, 2022.

Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Van Tran 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 2 day of June, 2022.

Mary E. Garcia
Notary Public in and for the State of Texas

MARY E GARCIA
My Notary ID # 11964608
Expires July 12, 2022

EXHIBIT G
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.**

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 [illegible] receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 [signature] — Signature of vendor doing business with the governmental entity

6-2-2022 — 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. 7.**

Meeting Date: 06/06/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6904***

Suspending the June 17, 2022 Effective Date of Oncor Electric Delivery Company's Requested Rate Change to Permit the City Time to Study the Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served By Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals

Issue:

Authorize the City to join with the Steering Committee of Cities Served by Oncor (OCSC) to suspend for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Background:

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022. In the filing, the Company asserts that it is seeking an increase rates by approximately $251 million over rates currently in place, or approximately 4.5% over present revenues. 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.

Origination:

City Manager

Financial Consideration:

If the Oncor's Application is approved, a residential customer using 1,300 kWh per month would see a bill increase of about $6.02 per month. Additionally, the Company proposes to increase street lighting rates by 1.6%.

Oncor will reimburse the Steering Committee for its reasonable rate case expenses. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Staff Recommendation:

The staff recommends approving this Resolution

Alternatives:

The City Council could deny this resolution.

Attachments

Resolution No. 6904

Memo

RESOLUTION NO. 6904

A RESOLUTION OF THE CITY OF SHERMAN, TEXAS SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; 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 FOR THE STEERING COMMITTEE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Sherman, a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Sherman, Texas is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. 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.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF SHERMAN, TX on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532

www.lglawfirm.com

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

M E M O R A N D U M

TO: Steering Committee of Cities Served by Oncor Members

FROM: Thomas Brocato TLB
Jamie Mauldin
Roslyn Dubberstein

DATE: May 16, 2022

RE: Oncor Electric Delivery Company's Statement of Intent to Increase Rates Suspension Packet

ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY JUNE 17, 2022

On Friday, May 13, 2022, Oncor filed a Statement of Intent to Increase Rates with all cities in its service area that retain original jurisdiction. The Company is seeking to increase rates by approximately $251 million over rates currently in place, or approximately 4.5% over present revenues. Residential customers would see an 11.2% increase in rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about $6.02 per month. Additionally, the Company proposes to increase street lighting rates by 1.6%.

The rate increase requested by Oncor will become effective on June 17, 2022, unless the city takes action to suspend the effective date. By statute, cities are permitted to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by June 17, 2022.** If your city does not have a regular council meeting scheduled before June 17th or is otherwise unable to take action on the suspension resolution June 17th, please contact us as soon as possible.

Attached to this memo is a model suspension resolution and staff report. In the past, Oncor local managers have provided cities with a model denial resolution and may recommend that the city immediately deny the rate request. If this occurs, we do not recommend that you deny the request at this time. Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Oncor's requested rate increase.

The Steering Committee of Cities Served by Oncor will discuss Oncor's rate request at the quarterly meeting on June 2, 2022. During the call there will also be an opportunity for Steering Committee members to discuss strategy with Steering Committee consultants and attorneys.

If you have any questions, please feel free to contact us:

Thomas – tbrocato@lglawfirm.com / 512-322-5857
Jamie – jmauldin@lglawfirm.com / 512-322-5890
Roslyn – rdubberstein@lglawfirm.com / 512-322-5802

1669/35/7314214.1

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 8.**

Meeting Date: 06/06/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6905***

Awarding a Bid to and Authorizing Execution of a Contract with Douglas Dailey Construction, LLC Based on an Invitation to Bid for the Texoma Parkway Water Main Replacement From FM691 To Fallon Drive

Issue:

To consider awarding a bid to and authorizing execution of a contract with Douglas Dailey Construction, LLC of Ferris, Texas, based on an invitation to bid for the Texoma Parkway Water Main Replacement From FM691 To Fallon Drive

Background:

This project is part of the 2022 Capital Improvement Program Budget. This project will replace a 12-inch cast iron water line that was installed in 1964 and has exceeded it design life needing frequent maintanence.

Three (3) bidders responded to the request for bids. The lowest bid in the amount of $1,649,318.00 was submitted by Douglas Dailey Construction, LLC of Ferris, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

The lowest, responsive, responsible bid was from Douglas Dailey Construction, LLC in the amount of $1,649,318.00. Funding will be through the Coronavirus State and Local Federal Relief Fund (SLFRF), a part of the American Rescue Plan Act (ARPA); also known as Covid-19 Stimulus Package.

Staff Recommendation:

It is recommended that the bid be awarded for the Texoma Parkway Water Main Replacement From FM691 To Fallon Drive to Douglas Dailey Construction, LLC in the amount of $1,649,318.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6905
Unsigned - Contract Agreement
Recommendation Letter
Bid Tabulation
Location Map

RESOLUTION NO. 6905

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH DOUGLAS DAILEY CONSTRUCTION, LLC BASED ON AN INVITATION TO BID FOR THE TEXOMA PARKWAY WATER MAIN REPLACEMENT FROM FM691 TO FALLON DRIVE; 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 Douglas Dailey Construction, LLC of Ferris, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Douglas Dailey Construction, LLC in the amount of One Million Six Hundred Forty-Nine Thousand Three Hundred Eighteen Dollars and Zero Cents ($1,649,318.00) for the Texoma Parkway Water Main Replacement From FM691 To Fallon Drive; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Douglas Dailey Construction, LLC for the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 6th day of June 2022, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Douglas Dailey Construction, LLC of the City of Ferris, County of Ellis, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Texoma Parkway Water Main Replacement From FM691 To Fallon Drive

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within Two Hundred Ten **(210)** calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR One Million Six Hundred Forty-Nine Thousand Three Hundred Eighteen Dollars and Zero Cents **($1,649,318.00)** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER) **ATTEST:**

By:_____ By:_____
Robby Hefton, City Manager Linda Ashby, City Clerk

By:_____ By:_____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I,_____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that_____, who signed this Contract on behalf of the CONTRACTOR is the_____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
5021 LAKAWANA STREET, SUITE 501, DALLAS, TX 75247

May 26, 2022

Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W. Mulberry St.
Sherman, Texas 75091

Re: Texoma Parkway Water Main Replacement from FM 691 to Fallon Drive Project Award

Mr. Pruitt:

Records of the bids for the above-named project and related paperwork, along with your instructions, were received from you via two emails dated May 13, 2022. You included a bid tabulation in this correspondence. The project includes replacement of a 12" cast iron waterline, installed circa 1963, from FM 691 to Fallon Drive along Texoma Parkway, primarily by pipe-bursting, with a short section to include horizontal directional drilling, with 12" Fusible PVC pipe.

Based on your documents, Bids were received from 3 contractors. The low bidder was Douglas Dailey Construction, LLC, who came in at $1,649,318.00. From the list of references submitted by Douglas Dailey Construction, we contacted the following entities:

1) Dallas Water Utilities
2) Broaddus & Associates on behalf of Rockwall County
3) City of Balch Springs
4) Benbrook Water Authority
5) City of Duncanville
6) City of Euless

All of the above entities verified that the projects which Douglas Dailey Construction had completed for them in the past, or were in the process of completing, met all of their expectations, displayed expertise in the art of trenchless technology of Pipe Bursting, and that they would use the services of this Contractor again in the future.

We recommend that the City of Sherman award the contract for this project to Douglas Dailey Construction, LLC in the amount of $1,649,318.00.

Sincerely,

Shah Rahman, MBA, M.ASCE
Water Practice Leader, KCI Technologies, CC: Kathy Berek, VP, Regional Practice Leader

Bid Tabulation
Project: Texoma Parkway Water Main Replacement From FM691 to Fallon Drive
Owner: City of Sherman
Number: 2022-11
Public Works Project # 1463-U and Bid Number 2022-11
Date: 5/12/2022

Item	Description	Estimated Quantity		Douglas Dailey Construction LLC Unit Price	Douglas Dailey Construction LLC Total Price	A & B Construction LLC Unit Price	A & B Construction LLC Total Price	Horseshoe Construction, Inc. Unit Price	Horseshoe Construction, Inc. Total Price
1	Site preparation and Mobilization	1	LS	10,000.00	$10,000.00	120,000.00	$120,000.00	75,000.00	$75,000.00
2	Pipe and fittings installation by pipe bursting with 12” fusible PVC	4,655	LF	240.00	$1,117,200.00	200.00	$931,000.00	230.00	$1,070,650.00
3	Pipe and fittings installation by horizontal directional drilling with 12” fusible PVC	215	LF	300.00	$64,500.00	350.00	$75,250.00	400.00	$86,000.00
4	Pipe and fittings installation by open cut methods with 12” fusible PVC	179	LF	140.00	$25,060.00	220.00	$39,380.00	300.00	$53,700.00
5	Cut and plug existing 12” water main	4	EA	500.00	$2,000.00	1,000.00	$4,000.00	3,750.00	$15,000.00
6	External reconnect (0’-8’ deep) reconnect at main only (up to 2”)	34	EA	2,500.00	$85,000.00	1,000.00	$34,000.00	1,500.00	$51,000.00
7	External reconnect (0’-8’ deep) reconnect at main only (3”)	2	EA	5,000.00	$10,000.00	2,000.00	$4,000.00	3,800.00	$7,600.00
8	Pot-holing for nearby utility location (0’ to 8’ deep up to 4 HR duration)	36	EA	800.00	$28,800.00	200.00	$7,200.00	200.00	$7,200.00
9	Trench safety	1,250	LF	1.00	$1,250.00	1.00	$1,250.00	1.00	$1,250.00
10	Post-CCTV vitrified clay sanitary sewer pipe	4,539	LF	2.00	$9,078.00	1.00	$4,539.00	5.00	$22,695.00
11	Remove and salvage existing fire hydrant and gate valve	12	EA	1,000.00	$12,000.00	500.00	$6,000.00	750.00	$9,000.00
12	Install new fire hydrant assembly	15	EA	5,000.00	$75,000.00	14,000.00	$210,000.00	13,500.00	$202,500.00
13	Install 12” gate valve and box	16	EA	4,000.00	$64,000.00	5,000.00	$80,000.00	5,750.00	$92,000.00
14	Install 2” gate valve and box	1	EA	800.00	$800.00	3,000.00	$3,000.00	2,500.00	$2,500.00
15	Granular backfill	60	TN	25.00	$1,500.00	98.00	$5,880.00	75.00	$4,500.00
16	Flowable fill	40	CY	200.00	$8,000.00	180.00	$7,200.00	190.00	$7,600.00
17	Connect to existing fire suppression vault	1	EA	5,000.00	$5,000.00	16,720.00	$16,720.00	13,500.00	$13,500.00
18	Connect to existing 12” water main	1	EA	1,500.00	$1,500.00	7,000.00	$7,000.00	4,500.00	$4,500.00
19	Surface Repair (includes pavement repair and revegetation)	167	SY	90.00	$15,030.00	110.00	$18,370.00	100.00	$16,700.00
20	Tree removal	3	EA	1,200.00	$3,600.00	1,000.00	$3,000.00	500.00	$1,500.00
21	Traffic control	150	DY	200.00	$30,000.00	150.00	$22,500.00	50.00	$7,500.00
22	4”-8” AWWA approved temporary bypass piping	75	DY	1,000.00	$75,000.00	1,000.00	$75,000.00	25.00	$1,875.00
23	Erosion Control	1	LS	5,000.00	$5,000.00	4,000.00	$4,000.00	2,500.00	$2,500.00
Total Base Bid					**$1,649,318.00**		**$1,679,289.00**		**$1,756,270.00**

FM 691
Replace Water Line From
FM 691 to Fallon Drive
Grayson Dr
Texoma Pkwy
Woodlake Rd
Woodlawn
Cemetery
De Soto
Texoma Pkwy
Jack Cole Rd
Fallon Dr
Midway Mall
Fallon Dr
N Frisco Rd
91
Hilltop Dr
N
0 500 1,000 2,000
Feet
Waterline Replacement From
FM 691 to Fallon Drive
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 9.**

Meeting Date: 06/06/2022

Prepared By: Terrence Steele, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6906***

Authorizing Execution of the Certificate of Approval for Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for the Benefit of THF Sherman Leased Housing Associates III, L.P. or an Affiliate Thereof in Accordance with Section 147(F)(2)(A)(II) of the Internal Revenue Code of 1986

Issue:

Authorizing Execution of a Certificate of Approval for Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for the Benefit of THF Sherman Leased Housing Associates III, L.P. or an Affiliate Thereof in Accordance with Section 147(F)(2)(A)(II) of the Internal Revenue Code of 1986

Background:

At the March 01, 2022, Regular City Council Meeting, the City Council approved Resolution No. 6856 authorizing the Texas Housing Foundation to rehab Park Manor Senior Community located at 1725 S. FM 1417.

The THF Public Facility Corporation (Corporation), a public facility corporation formed by the Texas Housing Foundation, intends to issue Multifamily Housing Revenue Bonds in order to provide funds to finance the cost of improvements to the Park Manor Senior Community within the City of Sherman. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation and the City of Sherman are not in any way liable or responsible for any obligations under the bonds, including the payment thereof.

The Mayor's execution of the Certificate of Approval is required by Section 147(f)(2)(A)(ii) of the Internal Revenue Code of 1986, as amended (Code). The Code requires that the Mayor of the City of Sherman, as the local governmental entity in which the development is located, approve the issuance of the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on March 28, 2022.

The approval is not: (1) a warranty by the City of Sherman, the Mayor of the City of Sherman, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

Origination:

Mark A. Mayfield, President, Texas Housing Foundation

Financial Consideration:

The City is not in any way liable or responsible for any obligations under the bonds, including the payment thereof. The City only needs to provide a Certificate of Approval under Section 147(f)(2)(A)(ii) of the Internal Revenue Code of 1986.

Staff Recommendation:

To authorize the Certificate of Approval.

Alternatives:

The City Council could chose not to authorize this agreement.

Attachments

Resolution No. 6906
Approval Certificate
Letter
Certificate of Hearing Officer

RESOLUTION NO. 6906

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CERTIFICATE OF APPROVAL FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS FOR THE BENEFIT OF THF SHERMAN LEASED HOUSING ASSOCIATES III, L.P. OR AN AFFILIATE THEREOF IN ACCORDANCE WITH SECTION 147(F)(2)(A)(II) OF THE INTERNAL REVENUE CODE OF 1986; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, at the March 01, 2022, regular City Council Meeting, the City Council approved Resolution No. 6856 authorizing the Texas Housing Foundation to rehab Park Manor Senior Community located at 1725 S. FM 1417;

WHEREAS, the THF Public Facility Corporation ("Corporation"), a public facility corporation formed by the Texas Housing Foundation, intends to issue Multifamily Housing Revenue Bonds in order to provide funds to finance the cost of improvements to the Park Manor Senior Community within the City of Sherman. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation and the City of Sherman are not in any way liable or responsible for any obligations under the bonds, including the payment thereof;

WHEREAS, the Mayor's execution of the Certificate of Approval is required by Section 147(f)(2)(A)(ii) of the Internal Revenue Code of 1986, as amended ("Code"). The Code requires that the Mayor of the City of Sherman, as the local governmental entity in which the development is located, approve the issuance of the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on March 28, 2022;

WHEREAS, the approval is not: (1) a warranty by the City of Sherman, the Mayor of the City of Sherman, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

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

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Mayor is authorized and directed, subject to all documents being

properly completed and approved as to form and content by the City Attorney, to execute a Certificate of Approval for Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for the Benefit of THF Sherman Leased Housing Associates III, L.P. or an affiliate thereof, in accordance with Section 147(f)(2)(A)(ii) of the Internal Revenue Code of 1986.

SECTION 3. This Resolution shall become effective upon its passage.

SECTION 4. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of June, 2022.

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

CERTIFICATE OF APPROVAL

FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS

I, the chief elected executive officer of the City of Sherman, Texas, elected at-large by the voters of the City of Sherman, Texas, make this certificate solely to satisfy the requirements of Section 147(f)(2)(A)(ii) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by THF Public Facility Corporation (the *"Corporation"*) in an aggregate face amount of not more than $25,000,000 (the *"Bonds"*). The Bonds will be issued for the benefit of THF Sherman Leased Housing Associates III, L.P., or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, rehabilitation and equipping of an approximately 196-unit multifamily senior development located at 1725 S FM Road 1417, Sherman, Texas 75092 (the *"Development"*). The Borrower will own the Development. It is anticipated that Texas Housing Foundation, an affiliate of the Corporation, will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by THF Housing Development Corporation, an affiliate of the Corporation.

A public hearing was held on behalf of the City of Sherman, Texas, by Mark Mayfield, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of the City of Sherman, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by the City of Sherman, Texas, the Mayor of the City of Sherman, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Sherman, Grayson County, Texas, on the date set forth below.

_____

David Plyer, Mayor
City of Sherman, Texas

Dated: _____, 2022

CHAPMAN
Focused on Finance

Ryan J. Bowen
Partner

Chapman and Cutler LLP
320 South Canal Street, 27th Floor
Chicago, Illinois 60606

T 312.845.3000
D 312.845.3277
rbowen@chapman.com

May 4, 2022

The Honorable David Plyler
Mayor of the City of Sherman
Sherman City Hall
220 West Mulberry Street
Sherman, Texas 75091

Re: THF Public Facility Corporation
Multifamily Housing Revenue Bonds
(Park Manor)

Dear Mayor Plyler:

The THF Public Facility Corporation, a public facility corporation formed by the Texas Housing Foundation (the *"Corporation"*) intends to issue the above-captioned series of Bonds in order to provide funds to finance the cost of residential developments that will provide decent, safe and sanitary housing at affordable prices for residents within the City of Sherman. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation and the City of Sherman are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced series of Bonds, enclosed herewith are three (3) copies of the Certificate of Approval (the *"Approval"*) for execution by you as the Mayor of the City of Sherman. I have included below for your convenience a description of the legal requirements behind the Approval.

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*). The Code requires that you, as the chief elected executive officer of the City of Sherman and "applicable elected representative" thereof, approve the issuance of the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on March 28, 2022 whereby all interested persons could monitor and participate in the hearing by calling a toll-free number (the *"Public Hearing"*). Notices for the Public Hearing were published in the *Austin American-Statesman* and the *Herald Democrat* on March 16, 2022. The minutes of the Public Hearing are enclosed.

CHAPMAN
Focused on Finance

Please review the Approval and call me at (312) 845-3277 or Mark Mayfield at (830) 693-8100 with any questions or comments you may have. Otherwise, if all is in order, please execute all three (3) signature pages for each Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope at your convenience.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Ryan J. Bowen
Ryan J. Bowen

Enclosures

cc: Mark Mayfield, President and Chief Executive Officer of Texas Housing Foundation

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the *"Hearing Officer"*), do hereby make and execute this certificate for the benefit of all persons interested in the proposed THF Public Facility Corporation Multifamily Housing Revenue Bonds (Park Manor Apartments) to be issued in a principal amount not to exceed $25,000,000 (the *"Bonds"*) for the benefit of THF Leased Housing Associates III, L.P., or an affiliate thereof, in connection with the acquisition, rehabilitation and equipping of an approximately 196-unit multifamily senior housing development located at 1725 S FM Road 1417, Sherman, Texas 75092 (the *"Development"*).

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on March 28, 2022, at 10:30 a.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than 7 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of the City of Sherman, Texas and the Texas Counties of Bastrop, Blanco, Burnet, Llano and Williamson, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.

5. That copies of the Affidavits of Publication of Notices of Public Hearing are set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 28th day of March, 2022.

Mark Mayfield, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the THF Public Facility Corporation (the *"Issuer"*) telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), on March 28, 2022, beginning at 10:30 a.m. Central time.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed $25,000,000 of its Multifamily Housing Revenue Bonds (Park Manor Apartments) (the *"Bonds"*) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notice of Public Hearing published in the *Austin American-Statesman* and the *Herald Democrat* on March 16, 2022 indicated that the proceeds of the Bonds will be used to finance the acquisition, rehabilitation and equipping of Park Manor Apartments (the *"Development"*), located within the geographic limits of the City of Sherman, Texas, by THF Sherman Leased Housing Associates III, L.P., or an affiliate thereof (the *"Borrower"*).

Present at the hearing on behalf of the Issuer were Mark Mayfield, the hearing officer for the Issuer (the *"Hearing Officer"*), Dominic Audino, general counsel to the Issuer, Jonathan Coreas, vice president of development of the Issuer and M. John Trofa, special advisor to the Issuer, Ryan J. Bowen and Nora O'Brien of Chapman and Cutler LLP, bond counsel and David D'Amelio and Garrett Grassau of Dominium Development and Acquisition, LLC, an affiliate of the Borrower.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 10:45 a.m.

EXHIBIT B

AFFIDAVITS OF PUBLICATION OF NOTICES OF PUBLIC HEARING

Austin American-Statesman
statesman.com

PROOF OF PUBLICATION
STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MILLER ADVERTISING - LEGAL, first published in issue dated 03/16/2022, last published in issue dated 03/16/2022, published 1 time(s), and that the attached is a true copy of said advertisement.

MILLER ADVERTISING - LEGAL
10 ROCKEFELLER PLAZA, STE 1016
12TH FLOOR
NEW YORK, NY 10020

Invoice/Order Number:	0000690092
Ad Cost:	$688.20
Paid:	$0.00
Balance Due:	$688.20

Signed James Mickler
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 18th day of March, 2022 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed
(Notary)

Please see Ad on following page(s).

JALEN CAIN ROCHA
Notary ID #132971284
My Commission Expires
March 12, 2025

MILLER ADVERTISING - LEGAL
10 ROCKEFELLER PLAZA, STE 1016
12TH FLOOR
NEW YORK, NY 10020

Invoice/Order Number:	0000690092
Ad Cost:	$688.20
Paid:	$0.00
Balance Due:	$688.20

THF PUBLIC FACILITY CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), notice is hereby given that the THF Public Facility Corporation (the "*Corporation*") will hold a public hearing telephonically at 10:30 a.m. Central time on Monday, March 28, 2022. All persons interested may monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 10:30 a.m. Central time on Monday, March 28, 2022. The Corporation's designated hearing officer will conduct the hearing on behalf of (i) the Corporation, (ii) the City of Sherman, Texas and (iii) the Texas Counties of Bastrop, Blanco, Burnet, Llano and Williamson (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the City of Sherman, Texas and the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series pursuant to Section 142(a)(7) of the Code (the "*Bonds*") in an aggregate face amount of not more than $25,000,000. The Bonds will be issued for the benefit of THF Sherman Leased Housing Associates III, L.P., or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, rehabilitation and equipping of a multifamily senior housing development to be located at 1725 S FM Road 1417, Sherman, Texas 75092 and consisting of approximately 196 units (the "*Development*"). The Borrower will own the Development. It is anticipated that Texas Housing Foundation, an affiliate of the Corporation, will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by THF Housing Development Corporation, an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the City of Sherman, Texas, any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the THF Public Facility Corporation no later than 4:00 p.m. Central time on March 25, 2022 at 1110 Broadway Street, Marble Falls, Texas 78654, Attention: Mark Mayfield at (830) 693-8100.

engineering

Engineering

Intel Corporation, Intel Americas, Inc., and Intel Federal LLC have opening(s) in Austin, TX. Combination ed/exp accepted in some positions in lieu of degree. Telecommuting may be permitted. When not telecommuting, must report to worksite listed. To apply, email resume to Austin_Jobs@intel.com and reference the job # below. Apply to each job # of interest. Applications will be accepted through 5/3/2022. EOE

Intel Corporation positions:

Analog Eng – Designs, develops, modifies and evaluates complex analog and mixed signal electronic parts, components or integrated circuitry for analog and mixed signal electronic equipment and other hardware systems. Requires BS+5 yrs exp OR MS+3 yrs exp (#3016); or MS+3 yrs exp (#3015).

App Eng – Support SW developers during all phases of SW development cycle including feature definition, project setup, project execution, tech support for go-to-market. Requires BS+5 yrs exp OR MS+1 yr exp (#3016 Travel to local client site approx. 20%-40%); MS (#3017); or MS+6 mo exp (#3018).

CAD Eng – Develop and apply computer aided design (CAD) methods, theories and research techniques in the investigation and solution of technical problems. Requires BS+5 yrs exp OR MS+3 yrs exp (#3019); or MS+3 yrs exp (#3020).

Component Design Eng – Design and develop electronic components. Requires BS+5 yrs exp OR MS+1 yr exp (#3021); BS+5 yrs exp OR MS+3 yrs exp (#3022); BS+7 yrs exp OR MS+5 yrs exp (#3023); MS (#3024); MS+6 mo exp (#3026); MS+1 yr exp (#3028); MS+3 yrs exp (#3030); MS+5 yrs exp (#3031); PhD (#3032); or PhD+3 yrs exp (#3033).

Data Scientist – Uses predictive modeling, statistics, Machine Learning, Data Mining, and other data analysis techniques to collect, explore, and extract insights from structured and unstructured data. Requires MS (#3034); MS+6 mo exp (#3035); or MS+1 yr exp (#3036).

Engineering Mgr (Component Design) – Plan, provide resources for and direct component design engineering activities to meet schedules, standards, and budget. Requires BS+7 yrs exp OR MS+5 yrs exp (#3037); or MS+5 yrs exp (#3033).

Firmware Eng – Conduct or participate in multidisciplinary research and collaborate with design, layout and/or hardware engineers in the design, development, and utilization of productivity enhancement layout tools and design rule checkers, electronic data processing systems software. Requires BS+5 yrs exp OR MS+3 yrs exp (#3039); MS (#3040); MS+6 mo exp (#3041); or MS+3 yrs exp (#3042).

Graphics Hardware Eng – Ensure that computer platform and its components have optimal performance and power balance, specifically focusing on graphics hardware components. Requires MS (#3043); MS+6 mo exp (#3044); or MS+1 yr exp (#3045).

Graphics Software Eng – Responsible for developing multiple aspects of graphics software, display driver development and simulation environment development. Requires BS+5 yrs exp OR MS+3 yrs exp (#3046); MS+3 yrs exp (#3047); or PhD (#3048).

Hardware Eng – Conducts or participates in multidisciplinary research in the design, development, testing and utilization of information processing hardware and/or electrical components, mechanisms, materials, and/or circuitry, processes, packaging, and cabinetry for central processing units (CPUs) and/or peripheral equipment. Requires MS (#3049); MS+6 mo exp (#3050); or MS+1 yr exp (#3051).

Packaging Eng (Electrical) – Emphasis in the electrical design and development of semiconductor technology, including signal processing, power, and control systems. Design and develop product packaging and provide ongoing engineering support for integrated circuit or semiconductor assemblies. Requires PhD (#3052).

Packaging Eng (Materials) – Emphasis in working with the material suppliers and materials technology group to establish a package materials property requirement, establish materials specs, capture IPs, and deploy/develop advanced package analytical laboratory tools and techniques and technical application with training notes to world-wide packaging community. Design and develop product packaging and provide ongoing engineering support for integrated circuit or semiconductor assemblies. Requires PhD (#3053).

Packaging Eng (Mechanical) – Emphasis in working with the design standards, documentation, specifications, and life cycle of electromechanical designs in semiconductor fabrication. Design and develop product packaging and provide ongoing engineering support for integrated circuit or semiconductor assemblies. Requires PhD (#3054).

Product Eng – Responsible for production support engineering with respect to testing methods, procedures, and problem device specification and yield problems minor redesign of devices and masks analysis of customer returns and optimizing device production relative to cost constraints. Requires BS+5 yrs exp OR MS+3 yrs exp (#3055); or MS+3 yrs exp (#3056).

Program Mgr Tech-Provide management and direction to a technical development team, to include organizing and facilitating release and sprint planning sessions, daily stand-up meetings, sprint demos, retrospectives, story grooming sessions, and any other Scrum-related meetings. Requires BS+7 yrs exp OR MS+5 yrs exp (#3057); or MS+5 yrs exp (#3058).

Software Eng – Assess and advise on machine characteristics that affect software systems. Perform network product design, development, testing, and analysis of software applications. Requires BS+5 yrs exp OR MS+3 yrs exp (#3059); BS+7 yrs exp OR MS+5 yrs exp (#3060); MS (#3061); MS+6 mo exp (#3062); MS+1 yr exp (#3063); MS+3 yrs exp (#3064); MS+5 yrs exp (#3065); or PhD (#3066).

SW Quality Eng – Authors detailed software quality requirements to meet quality standards. Requires MS (#3067); MS+6 mo exp (#3068); or MS+1 yr exp (#3069).

System Validation Eng – Plan and execute validation testing. Requires BS+5 yrs exp OR MS+3 yrs exp (#3070); BS+7 yrs exp OR MS+5 yrs exp (#3071); MS (#3072); MS+6 mo exp (#3073); MS+1 yr exp (#3074);

MS+3 yrs exp (#3075); or MS+5 yrs exp (#3076).

Intel Americas, Inc. positions:

Component Design Eng – Design and develop electronic components. Requires MS (#3079); or MS+6 mo exp (#3080).

Software Eng – Assess and advise on machine characteristics that affect software systems. Perform network product design, development, testing, and analysis of software applications. Requires BS+7 yrs exp OR MS+5 yrs exp (#3081); or MS+5 yrs exp (#3082).

Intel Federal LLC positions:

Software Eng – Assess and advise on machine characteristics that affect software systems. Perform network product design, development, testing, and analysis of software applications. Requires MS (#3083); MS+6 mo exp (#3084); or MS+1 yr exp (#3085).

Austin American-Statesman

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DAILY LAW JOURNAL

legal notice

CITATION BY PUBLICATION THE STATE OF TEXAS

TO UNKNOWN HEIRS OF LEAH JANICE CURRY, DECEASED IN PROBATE COURT NUMBER 1, TRAVIS COUNTY, TEXAS.

CAUSE NO. C-1-PB-22-000460

MILTON CURRY, JR. filed an APPLICATION TO DECLARE HEIRSHIP AND FOR LETTERS OF ADMINISTRATION in the above-numbered and -entitled estate on February 24, 2022, requesting that the Court determine who are the heirs and only heirs of Leah Janice Curry, Deceased, and their respective shares and interests in such estate.

All unknown heirs and any other persons interested in this estate are cited to appear before this Court by filing a written contest or answer to this application if they want to do so. The Court may act on this application at any time at the Probate Court #1, Probate Courthouse, 200 West 8th Street, Austin, Texas 78701, on or after 10:00 a.m. on the first Monday after the expiration of ten days from the publication date of this citation. Therefore, to ensure consideration, any contest, answer, or other response must be filed with the Travis County Clerk in cause number C-1-PB-22-000460, styled IN THE ESTATE OF Leah Janice Curry, DECEASED on or before the above-noted date and time.

If this citation is not served within 90 days after it is issued, it must be returned unserved. Given under my hand and seal on this the 24th day of February, 2022.

REBECCA GUERRERO, County Clerk
Travis County, Texas
200 West 8th Street, Ste. 140
Austin, TX 78701
P.O. Box 149325
Austin, Texas 78714-932
3/16/22
00000019779-01

RFP

The Brushy Creek Utility Authority is soliciting a Request for Proposals (RFP) for Construction Materials Testing. Proposals are due Tuesday, April 12, 2022, by 2:00 PM local time at the City of Cedar Park Finance Department located at 450 Cypress Creek Road, Building 1, Cedar Park, TX 78613. This RFP may be examined or obtained electronically at www.civcastusa.com (Project Name = "BCRUA Phase 2 Raw Water Delivery System – Construction Materials Testing") or the Finance Department located at 450 Cypress Creek Road, Building 1, Cedar Park, TX 78613, from 8:00 AM until 5:00 PM, Monday through Friday, and available to interested individuals and entities from the Date Issued until Tuesday, April 12, 2022, at 2:00 PM local time. Proposals will be publicly opened and the names of Respondents read aloud on Tuesday, April 12, 2022, at 2:00 PM at the City of Cedar Park Finance Department located at 450 Cypress Creek Road, Building 1, Cedar Park, TX 78613.

3/16, 3/23/22
00000019221-01

Cars, pets, homes, jobs... what are you looking for in the Classifieds today?

THF PUBLIC FACILITY CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the THF Public Facility Corporation (the "Corporation") will hold a public hearing telephonically at 10:30 a.m. Central time on Monday, March 28, 2022. All persons interested may monitor and participate in the hearing by calling (833) 330-3765 (a toll free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 10:30 a.m. Central time on Monday, March 28, 2022. The Corporation's designated hearing officer will conduct the hearing on behalf of (i) the Corporation, (ii) the City of Sherman, Texas and (iii) the Texas Counties of Bastrop, Blanco, Burnet, Llano and Williamson (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the City of Sherman, Texas and the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series pursuant to Section 147(a)(2) of the Code (the "*Bonds*") in an aggregate face amount of not more than $25,000,000. The Bonds will be issued for the benefit of THF Sherman Leased Housing Associates III, L.P., or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, rehabilitation and equipping of a multifamily senior housing development to be located at 1725 S FM Road 1417, Sherman, Texas 75092 and consisting of approximately 196 units (the "*Development*"). The Borrower will own the Development. It is anticipated that Texas Housing Foundation, an affiliate of the Corporation, will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by THF Housing Development Corporation, an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the City of Sherman, Texas, any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the THF Public Facility Corporation no later than 4:00 p.m. Central time on March 25, 2022 at 1110 Broadway Street, Marble Falls, Texas 78654, Attention: Mark Mayfield at (830) 693-8100.

THF PUBLIC FACILITY CORPORATION
NOTICE OF PUBLIC HEARING

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The purpose of the hearing is to provide residents of the City of Little Elm, Texas and the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series pursuant to Section 147(a)(2) of the Code (the "*Bonds*") in an aggregate face amount of more than $25,000,000. The Bonds will be issued for the benefit of THF Little Elm Leased Housing Associates II, L.P., or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, rehabilitation and equipping of a multifamily senior housing development to be located at 902 W Eldorado Parkway, Little Elm, Texas 75068 and consisting of approximately 176 units (the "*Development*"). The Borrower will own the Development. It is anticipated that Texas Housing Foundation, an affiliate of the Corporation, will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by THF Housing Development Corporation, an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the City of Little Elm, Texas, any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the THF Public Facility Corporation no later than 4:00 p.m. Central time on March 25, 2022 at 1110 Broadway Street, Marble Falls, Texas 78654, Attention: Mark Mayfield at (830) 693-8100.

notice to creditor

NOTICE TO CREDITORS

Notice is hereby given that original letters of Independent Administration with Will Annexed for the Estate of Sean Allen Kelly, Deceased, were granted on February 7, 2022, in Cause No. C-1-PB-21-002595, in the Probate Court No. 1 of Travis County, Texas, to: Nora Kelly who qualified on February 24, 2022.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Tracy Kasparek, Attorney at Law
Kasparek Law Firm
P.O. Box 161371
Austin, Texas 78716
3/16/22
00000019731-01

public notice

PUBLIC NOTICE
FORM 854 FILE Number:
A1209836

Branch Towers III, LLC is proposing to construct a 140' MP located 65.73 Yards East of Northeast Drive & 141.85 Yards North of Leigh Drive, Travis County, TX 78723. Per FAA regulations, this tower will not be lit by a Medium-Dual Intensity Sytem.

Interested persons may review the pending application by going to www.fcc.gov/uls/applications and entering the Form 854 File Number listed above. Interested persons may raise environmental concerns about the proposed structure by filing a Request for Environmental Review with the Federal Communications Commission. The Federal Communications Commission strongly encourages interested parties to file Requests for Environmental Review online. Instructions for making such filings can be found at www.fcc.gov/uls/environmentalrequest

Interested parties that would prefer to file a Request for Environmental Review by paper copy can submit to: FCC Requests for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554. TX-0202.

3/16/22
00000019083-01

PUBLIC NOTICE
FORM 854 FILE Number:
A1209839

Branch Towers III, LLC is proposing to construct a 140' MP located 19 Yards East of Blanton Drive & 16 Yards north of Greenbrook Parkway, Travis County, TX 78723. Per FAA regulations, this tower will not be lit by a Medium-Dual Intensity System.

Interested persons may review the pending application by going to www.fcc.gov/uls/applications and entering the Form 854 File Number listed above. Interested persons may raise environmental concerns about the proposed structure by filing a Request for Environmental Review with the Federal Communications Commission. The Federal Communications Commission strongly encourages interested parties to file Requests for Environmental Review online. Instructions for making such filings can be found at www.fcc.gov/uls/environmentalrequest

Interested parties that would prefer to file a Request for Environmental Review by paper copy can submit to: FCC Requests for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554. TX-0205.

3/16/22
00000019096-01

public notice

eral Communications Commission strongly encourages interested parties to file Requests for Environmental Review online. Instructions for making such filings can be found at www.fcc.gov/uls/environmentalrequest

Interested parties that would prefer to file a Request for Environmental Review by paper copy can submit to: FCC Requests for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554. TX-0202.

3/16/22
00000019731-01

PUBLIC NOTICE
FORM 854 FILE Number:
A1209841

Branch Towers III, LLC is proposing to construct a 140' MP located 204 Yards East of Vertex Blvd & 278 Yards north of Bayshorne Drive, Travis County, TX 78744. Per FAA regulations, this tower will not be lit by a Medium-Dual Intensity System.

Interested persons may review the pending application by going to www.fcc.gov/uls/applications and entering the Form 854 File Number listed above. Interested persons may raise environmental concerns about the proposed structure by filing a Request for Environmental Review with the Federal Communications Commission. The Federal Communications Commission strongly encourages interested parties to file Requests for Environmental Review online. Instructions for making such filings can be found at www.fcc.gov/uls/environmentalrequest

Interested parties that would prefer to file a Request for Environmental Review by paper copy can submit to: FCC Requests for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554. TX-0202.

3/16/22
00000019095-01

PUBLIC NOTICE
FORM 854 FILE Number:
A1209842

Branch Towers III, LLC is proposing to construct a 140' MP located 187 Yards East of Ponciana Drive & 45 yards north of Jazzanda Drive, Travis County, TX 78744. Per FAA regulations, this tower will not be lit by a Medium-Dual Intensity System.

Interested persons may review the pending application by going to www.fcc.gov/uls/applications and entering the Form 854 File Number listed above. Interested persons may raise environmental concerns about the proposed structure by filing a Request for Environmental Review with the Federal Communications Commission. The Federal Communications Commission strongly encourages interested parties to file Requests for Environmental Review online. Instructions for making such filings can be found at www.fcc.gov/uls/environmentalrequest

Interested parties that would prefer to file a Request for Environmental Review by paper copy can submit to: FCC Requests for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554. TX-0205.

3/16/22
00000019096-01

PUBLIC NOTICE

Notice is hereby given that an application has been submitted to the Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705-4294, on or about March 16, 2022, requesting consent for Capital Bank of Texas, 2105 North First Street, Garden Springs, Texas 78334, to relocate its home office to 4201 Westbank Drive, Suite 100C, Austin, Texas 78746.

Any person wishing to comment on this application, either for or against, may file written comments with the Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705-4294 on or before the 14th day after the date of this publication. Such comments will be made a part of the record before and considered by the banking commissioner. Any person wishing to formally protest and oppose the proposed home office relocation by Capital Bank of Texas and participate in the application process may do so by filing a written notice of protest with the Texas Department of Banking on or before the 14th calendar day after the date of this publication accompanied by a protest filing fee of $2,500. The protest fee may be reduced or waived by the banking commissioner upon a showing of substantial hardship.

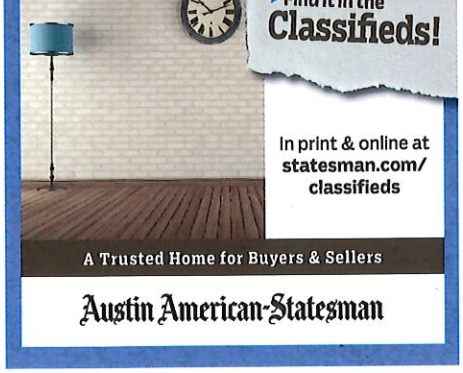
3-16, 3-23/22
00000019168-01

texas alcoholic beverage commission

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverages Permit by Edwin Dorzon dba Dorzon International lounge LLC, to be located at 12636 Research Blvd, Austin Texas. Officers of said corporation EDWIN DORZON owner.

3/15, 3/16/22
00000019366-01

Need to buy some **Furniture?**



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Proof Of Publication

STATE OF TEXAS
COUNTY OF GRAYSON

MILLER ADVERTISING AGENCY
71 FIFTH AVE.
NEW YORK, NY 10003

I, being 1st duly sworn, deposes and says: That I am the Legal Clerk for the Herald Democrat, a daily newspaper regularly issued, published and circulated in the City of Sherman, County of Grayson, State of Texas, and that the advertisement,

R3100068

a true copy attached for, was published in said Herald Democrat in 1 edition(s) of said newspaper from **03/16/2022** to **03/16/2022** in issues dated with the following days:

March 16, 2022

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the 16th day of March, 2022

AD #: 0001447761
ACCT: 50585

AMY KOKOTT
Notary Public
State of Wisconsin

THF PUBLIC FACILITY CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), notice is hereby given that the THF Public Facility Corporation (the "*Corporation*") will hold a public hearing telephonically at 10:30 a.m. Central time on Monday, March 28, 2022. All persons interested may monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 10:30 a.m. Central time on Monday, March 28, 2022. The Corporation's designated hearing officer will conduct the hearing on behalf of (i) the Corporation, (ii) the City of Sherman, Texas and (iii) the Texas Counties of Bastrop, Blanco, Burnet, Llano and Williamson (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the City of Sherman, Texas and the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series pursuant to Section 142(a)(7) of the Code (the "*Bonds*") in an aggregate face amount of not more than $25,000,000. The Bonds will be issued for the benefit of THF Sherman Leased Housing Associates III, L.P., or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, rehabilitation and equipping of a multifamily senior housing development to be located at 1725 S FM Road 1417, Sherman, Texas 75092 and consisting of approximately 196 units (the "*Development*"). The Borrower will own the Development. It is anticipated that Texas Housing Foundation, an affiliate of the Corporation, will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by THF Housing Development Corporation, an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the City of Sherman, Texas, any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the THF Public Facility Corporation no later than 4:00 p.m. Central time on March 25, 2022 at 1110 Broadway Street, Marble Falls, Texas 78654, Attention: Mark Mayfield at (830) 693-8100.

Classifieds

IN PRINT AND ONLINE

- LINE ADS - ON LINE - UPDATED DAILY -

Visit our Web Site: www.heralddemocrat.com

Call: 844-239-7670 Email: TexomaClass@gannett.com

Announcements

Lost and Found

LOST DOG: $300 REWARD FOR SAVE RETURN! Coco, very friendly dog. If anyone has seen him or has him please contact me. Last seen on Stone Ave in Denison, TX, and Nelson St., Denison, TX. PLEASE CALL 903-624-2161

Special Notices

ATTENTION

If you or someone you know worked with Darrell Burnett or Gail Ann Tallas (also known as Gail Ann Sanders and Gail Ann Norris) at the Johns-Manville Pipe Plant in Denison, TX, please call Rebecca at Simmons Hanly Conroy toll-free at (855) 988-2537. You can also email Rebecca at rcockrell@slmmonsfirm.com.

Who Has It

WHO HAS JUNK
★CARS ★MOWERS
★BOATS ★CAMPERS
★GOLF CARTS ★
★4WHEELERS
★TRAILERS ★WELDERS
★CHAINSAWS ★LAWN
EQUIP. ★ETC. CASH. FREE HAULOFF. 903-624-3488

Legal Notices

Legal Notices

CITATION BY PUBLICATION-DETERMINATION OF HEIRSHIP
The State of Texas
To all persons interested in the Estate of Melissa Martin Booth, Deceased.
Cause No.: 2022-1159, In the County Court of Grayson County, Texas

Michael W. Booth filed an Application to Determine Heirship in this estate on 03/10/2022, requesting that the Court determine who are the heirs and only heirs of ESTATE OF MELISSA MARTIN BOOTH, DECEASED, formerly known as Susan M. Martin, and their respective shares and interests in such estate.

The court may act on this application at any call of the docket on or after 10:00 a.m., March 28, 2022, which is the first Monday next after the expiration of 10 days from the date of posting this citation, at the Grayson County Courthouse, 100 W. Houston, Sherman, Texas 75090.

All persons interested in this case are cited to appear before this Honorable Court by filing a written contest or answer to this Application should they desire to do so. To ensure its consideration, you or your attorney must file any objection, intervention, or response in writing with the County Clerk of Grayson County, Texas on or before the above-noted date and time.

Given under my hand and seal of the Probate Court of Grayson County, Texas at the office of the Grayson County Clerk in Sherman, Texas on this the 10th day of March, 2022.
DEANA PATTERSON,
COUNTY CLERK
GRAYSON COUNTY, TEXAS
BY /s/ Briana Savage, Deputy Clerk

No. 2021-621P
IN THE COUNTY COURT OF GRAYSON COUNTY, TEXAS
IN THE ESTATE OF
HENDRIKA BETHSEBA DE WET
DECEASED
NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of HENDRIKA BETHSEBA DE WET, Deceased, were issued on February 15, 2022 under Docket No. 2021-621P, pending in the Probate Court of Grayson County, Texas, to ANDRE DE WET.

Claims may be presented in care of the attorney for the estate, addressed as follows:
ANDRE DE WET
Estate of HENDRIKA BETHSEBA DE WET, Deceased
c/o PALMER LAW GROUP, P.C.
550 South Waters Road
Allen, Texas 75013
All persons having claims against this estate, which is currently being administered, are required to present them within the time and in the manner prescribed by law.
Respectfully Submitted,
Palmer Law Group, P.C.
550 South Waters Road
Allen, Texas 75013
Tel: (214) 769-4735
probate@DanaPalmerLawGroup.Com
By: /s/ Shanna Nugent
Dana C. Palmer
State Bar No. 24054413
Shanna Nugent
State Bar No. 24041606
Service@DanaPalmerLawGroup.com
Attorneys for ANDRE DE WET

Legal Notices

LEGAL NOTICE

The City of Sherman, Grayson County, Texas, will receive sealed bids at Sherman Municipal Building, in the Finance Dept., P.O. Box 1106, 405 N. Rusk, Sherman, Texas 75090 until, 2:00 p.m., March 25, 2022, for the following:

Annual Supply of Water & Sewer Parts and Supplies

Sealed bids are to be opened at the Sherman Municipal Building, Finance Department, 405 N. Rusk, Sherman, Texas, at 2:00 p.m., April 1, 2022, with the award to be made at a regularly scheduled meeting of the Sherman City Council on April 18, 2022 at 5:00 p.m. Information and bids may be obtained from the city's website at www.ci.sherman.tx.us, by calling 903-892-7215, or at www.publicpurchase.com. All bids must be received prior to this date and time and must be properly marked showing the bid title on the outside of the envelope.

The City of Sherman reserves the right to reject any or all bids and to waive any or all formalities.

Craig Long
Budget Analyst

LEGAL NOTICE

Application has been made with the Texas Alcoholic Beverage Commision for a Mixed Beverage W/ Food Certificate by R&R Concepts and Consultation DBA Champagne Charlie's, to be located at 120 S Burnett Ave. Suite 100 and 102, Denison, Grayson County, Texas Officers of said corporation are Cody Riggs - Manager and Matt Redden - Manager.

Employment

For Hire

Baylor Scott & White Surgical Hospital at Sherman is looking for a Housekeeping Supervisor to join our team.

Applicants should have experience in a supervisory role. 2 years experience in a healthcare setting preferred.

We offer an excellent benefits package that includes a generous paid time off plan.

Please apply online at careers.uspl.com and select Sherman TX for location.

EOE

Baylor Scott & White Surgical Hospital at Sherman is looking for the following full time team members to join our growing team.

Certified Pharmacy Tech

Radiology/Cardiology RN

Physical Therapist

We offer an excellent benefits package which includes a generous paid time off program. Please apply online at careers.uspl.com and select Sherman TX as location

EOE

THF PUBLIC FACILITY CORPORATION
NOTICE OF PUBLIC HEARING

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SELL IT BUY IT FIND IT

Place your classified ad today.

For Hire

Baylor Scott & White Surgical Hospital at Sherman is looking to expand our team.

We offer competitive wages and an excellent benefit package which includes a generous paid time off plan.

Please apply online at careers.uspl.com and select Sherman TX for location.

EOE

The following are full time positions.

Radiology Supervisor

Echocardiographer Tech- $2,500.00 sign on bonus

Maintenance Tech-$1,000.00 sign on bonus

CST - $5,000.00 sign on bonus

RN – Circulator $10,000.00 sign on bonus

RN – Pre/OP-PACU $5,000.00 sign on bonus plus call

Night-Watchman

Patient Care Tech – evenings/night

The following Part time positions are being offered

Registration

Maintenance Tech

The following PRN positions are being offered

RN –Pre-OP/PACU

Echocardiographer Tech

Patient Care Tech

Radiology Tech

Help Wanted

Accounting Clerk/Administrative Assistant position for steel fabrication office in Van Alstyne. Experience in Excel, Word, accounts payable and general office tasks. Detail oriented. FT with benefits. Send resume to cjones@wmcsteelinc.com.

K9 Klips & Kountry Klub
Gainesville, TX 76240
Seeking to hire an Experianced Pet Groomer/Stylist
Pay based on experiance up to 50% commission.
Email Resumes to:
Tammy5038@yahoo.com
OR, Call (940) 665-8500

Seeking experienced food service manager for busy fast-food restaurant. Competitive Pay and Benefits.
Please email resume to larry@1stquickcheck.com

Seeking Experienced Handyman for Residential and Commercial Properties
Minor electrical, plumbing, and painting
Please Inquire @ 903-364-5304

Garage Sale

Estate Sales

Denison 75020
EARLY ESTATE SALE
1230 W GANDY
Thursday Noon - 6:00pm
Friday & Saturday
9:00am-3:00pm

700 Cookbooks and over 300 Novels, Horsedon Buffet, Chaise Lounge, TV's, Occasional Chairs, Roll Top Desks, Spinning Wheel, Wardrobe, Display Case, King/Calif Kin Linens, Inspirational Books & Sheet Music, Banjo, Lamps, Pottery, Southwest Decor, Games, Puzzles, Hand Bags, Cameras, Small Appliances, Kitchenware, Pottery, Clear Pyrex/Glassbake, Dining Table, Breakfast Table, Ridgeway Grandfather Clock, Sofa Table, Coffee and End Tables, Costume Jewelry, Sewing Items.
MASKS PLEASE
903-821-4852

MAKE Classified your connection between buyer and seller.

Garage Sales

GREAT COUNTRY GARAGE SALE!
2053 Richerson Rd,
Denison - 75021
Fri. March 18 & Sat. March 19th
9AM-5PM - Lots of Great Stuff!
Too Much To List!

Real Estate

Apartments Unfurnished

3BR/2BA, Washer/Dryer Connection, Covered Parking. Call (903)893-6410

$500 + $500 DEPOSIT BRICK 1 ROOM/EFFICIENCY APARTMENT STOVE, FRIG, SMALL VERY CLEAN/SAFE/QUIET, FREE WATER, SEWER, TRASH, BACKGROUND CHECK, NO PETS, CLOSE TO TMC HOSPITAL. CUPID'S COURT 5016 TEXOMA PKWY APT A, DENISON, TX 75020 CALL 903-819-7500

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Sherman & Denison.
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Commercial Property

Excellent commercial space! This commercial suite is around 900 sq. feet, includes 2 entrances, 2 storage areas, 2.5 baths and a breakroom with washer/dryer connections.
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Suite A & B
Sherman, TX
$800/month
Please visit our website at www.sherden.com
Sher-Den REALTY INC.
903-868-1511 519 N. Walnut St.
email: info@sherden.com
903-868-1511

Homes for Sale

FOR SALE BY OWNER: Nice 1765 sq. ft. Brick Home w/Double Car Garage, covered Patio, New Roof, New CHA. Close to Schools, Doctor's & Hospital. 2114 W. Live Oak St., Durant, OK. $210,000; Call 918-244-1236

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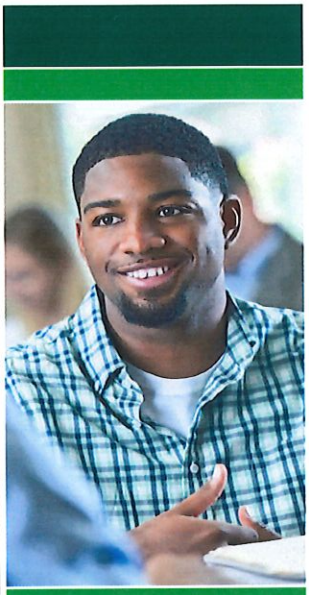

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jobs.usatoday.com

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 10.**

Meeting Date: 06/06/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6907

Authorizing Execution of a Water Supply Contract with the City of Dorchester to Supersede the Existing Water Supply Contract between the Parties dated November 1, 2004, as Amended by that Certain First Renewal and Extension of the Water Supply Contract Dated September 7, 2016

Issue:

Authorizing Execution of a Water Supply Contract with the City of Dorchester to supersede the existing Water Supply Contract between the parties dated November 1, 2004, as amended by that certain First Renewal and Extension of the Water Supply Contract dated September 7, 2016

Background:

The City of Sherman ("City") provides raw water to the City of Dorchester ("Dorchester") from primarily two wells located in the southwest area of the City. The City has been providing water to Dorchester for over 30 years.

The City agrees to provide and sell water and Dorchester agrees to pay the City fifty percent (50%) of the per volume water rate set by the City for its residential water customers living in Sherman, Texas; the current volume water rate is set at $3.37/1,000 gallons for Sherman Residential water customers. An incremental rate increase will apply annually with the first increase occurring on October 1, 2022, as detailed below, for the term of this contract.

Year 1	53% of the residential rate
Year 2	56% of the residential rate
Year 3	59% of the residential rate
Year 4	62% of the residential rate
Year 5	66% of the residential rate

Origination:

City Manager's Office

Financial Consideration:

This increase in rates will generate an increase in revenues of approximately $285,000 over five years.

Staff Recommendation:

It is recommended that the Council authorize execution of the contract as presented.

Alternatives:

As directed by Council

Attachments

Resolution No. 6907

Contract

RESOLUTION NO. 6907

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A WATER SUPPLY CONTRACT WITH THE CITY OF DORCHESTER TO SUPERSEDE THE EXISTING WATER SUPPLY CONTRACT BETWEEN THE PARTIES DATED NOVEMBER 1, 2004, AS AMENDED BY THAT CERTAIN FIRST RENEWAL AND EXTENSION OF THE WATER SUPPLY CONTRACT DATED SEPTEMBER 7, 2016; 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 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 water supply contract with the City of Dorchester to supersede the existing Water Supply Contract between the parties dated November 1, 2004, as amended by that certain First Renewal and Extension of the Water Supply Contract dated September 7, 2016, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of June, 2022.

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

WATER SUPPLY CONTRACT

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF GRAYSON §

That **CITY OF SHERMAN, TEXAS,** a municipal corporation under the laws of the State of Texas within Grayson County, Texas, hereinafter referred to as "CITY", acting by and through its City Manager, and the **CITY OF DORCHESTER, TEXAS,** a municipal corporation under the laws of the State of Texas, hereinafter referred to as "CUSTOMER", acting by and through its Mayor and Council, do enter into this Water Supply Contract. This Contract supersedes the previous Water Supply Contract between the parties dated November 1, 2004, as amended by that certain First Renewal and Extension of the Water Supply Contract dated September 7, 2016, which are hereby terminated.

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:

WATER SYSTEM

I.

CITY agrees to furnish the CUSTOMER with water, meeting the applicable purity standards of the State of Texas at the point of delivery, which is currently the well site at Dorchester, Texas. CITY reserves the right to change the water source, at the CITY's discretion, to meet the needs of the CITY; and

CITY provides the lines to the CITY'S master meter and the CUSTOMER will maintain the CITY'S meter and its own water distribution system. CUSTOMER will also

maintain their own meter(s).

USE

II.

The water furnished by the CITY may be provided to Residential, Commercial and Public Authority customers within the CUSTOMER's service area. CUSTOMER agrees that he shall not sell water to any other water systems or water customers unless specifically identified herein. Any and all connections made to this water main will be subject to the CITY's inspection. The CITY is under no obligation to approve additional connections. Any unauthorized taps, extensions or other connections outside the CUSTOMER's service area are subject to the remedies found in Article 13.07 Section 13.07.038 of the Code of Ordinances of the City of Sherman or other applicable law, and may result in immediate termination of this contract at the CITY's sole determination.

QUANTITY

III.

CUSTOMER is entitled to the delivery of a maximum of 5,000,000 gallons per month, with a delivery of a maximum of 425,000 gallons per 24-hour period, delivered through the existing water line at the existing Point of Delivery, which is located approximately 1,800 feet east of SH 289 along FM 902, unless CITY determines that an adequate supply of water is unavailable because of drought, water shortage, or emergency. Notwithstanding any statement to the contrary in this Contract, in no event shall CITY have an obligation to provide a quantity of water to CUSTOMER in excess of the monthly or daily maximum amounts set forth in this Section, nor shall CITY's election to provide a quantity of water in excess of the daily maximum amount set forth in this Section constitute an agreement to provide, or a waiver of

its right to decline to provide, a quantity of water in excess of the monthly maximum amount set forth in this Section. In the event that CITY elects to provide to CUSTOMER a quantity of water in excess of the monthly or daily maximum amounts set forth in this Article, CUSTOMER and CITY agree that the rate for the overage amount will be double the per volume rate set by the CITY for its current residential water customers living in Sherman, Texas. The provision of such additional service on a regular or routine basis as determined by either party is not governed by the terms of this Contract and would require modification of the contract.

METER

IV.

CITY agrees to deliver water to the master meter owned by the CITY. CUSTOMER is responsible for the maintenance, repair and replacement of the master meter. In addition, CUSTOMER is responsible for the annual verification of the master meter. A copy of the verification report shall be submitted to the CITY within 10 days of completion. CITY shall have the right and in its sole discretion, to the exclusion of any right by the CUSTOMER, to investigate the state of repair and condition of the water meter and to test, verify, adjust, repair, or require replacement of the meter. CITY agrees to notify the CUSTOMER at least twenty-four (24) hours in advance of the date and time of any investigation, test, repairs, verification or replacement. If the master meter is found to be registering in excess of standard allowances, readings shall be corrected for the three (3) months previous in accordance with the percentage of inaccuracy found. The metering equipment will be read monthly, following the Customer & Utility Services read and billing schedule.

RATE CHARGED

V.

CITY agrees to provide and sell water and CUSTOMER agrees to pay to Seller fifty percent (50%) of the per volume water rate set by the CITY for its residential water customers living in Sherman, Texas; the current volume water rate is set at $3.37/1,000 gallons for Sherman residential water customers. An incremental rate increase will apply annually with the first increase occurring on October 1, 2022, as detailed below, for the term of this contract.

Year 1	53% of the residential rate
Year 2	56% of the residential rate
Year 3	59% of the residential rate
Year 4	62% of the residential rate
Year 5	66% of the residential rate

BILLING

VI.

CITY will bill the CUSTOMER directly for all water delivered to the CUSTOMER through the master meter and the CITY shall not be required to make any adjustments for any increases in water volume due to leaks or breaks on the CUSTOMER's side of the water meter not caused by or attributed to any act or omission of the CITY. CITY agrees to provide an itemized statement of the amount of water furnished to CUSTOMER at Point of Delivery during the preceding month.

CUSTOMER agrees to remit the value of the water services within fifteen (15) days of receipt of the utility statement, such payment to be payable at the Municipal Building, 405 N. Rusk Street, Post Office Box 1106, Sherman, Texas 75091-1106. CUSTOMER's failure to timely pay in full the amount billed or any draft returned by the bank indicating insufficient

funds will result in applicable fees, including late fees for payments not received by the Customer & Utility Services Department by the due date designated on the monthly utility statement. CUSTOMER shall have thirty (30) days to cure its default. If such default is not cured within the above specified period, services will be discontinued and the default will be cause for termination of this contract.

LIMITATION OF LIABILITY

VII.

The CUSTOMER understands and agrees that all water connections and water supplied by the CITY shall be upon the express condition that, and CUSTOMER hereby agrees that, the CITY shall not be liable to nor shall any claim be filed against it by the CUSTOMER for property damage or personal injury caused directly or indirectly by reason of breaks of any CITY water lines, service pipes or apparatus connected with the CITY's water system or water plant, or any part of portion of such water system or water plant; for any interruption of the CITY' s water supply or service; for any malfunction of the water plant or service machinery; for any water stoppages or for any alterations, repairs, construction or extensions to the CITY's water system. CITY specifically does not waive any official or governmental immunity or defenses it might have in law or in equity.

WATER CONSERVATION & DROUGHT

VII.

CITY has adopted the Water Conservation and Drought Contingency Plan, which is set forth on CITY's website and is made a part of this Contract by reference as if fully set forth herein. Within fifteen days of the Effective Date (hereinafter defined) of this Contract, CUSTOMER agrees to adopt, implement and enforce its own water conservation and drought

contingency plan to be as restrictive or more restrictive in all respects as CITY's plan. CUSTOMER agrees to and shall immediately implement and enforce its plan at the same time and to the same degree as CITY implements and enforces all or any part of its plan upon its citizens.

WATER SERVICE INDEMNIFICATION

IX.

To the maximum extent permitted by law, the CUSTOMER agrees to fully indemnify and save harmless the City of Sherman, Texas, its Mayor, City Council, Officers, Agents and Employees, from all suits, actions claims or demands and from any and all liability, damages, expenses, attorney fees, pre judgement and post judgement interest and from any and all personal injuries (including death) or property damage (including loss of use) not caused by the negligence of the CITY, sustained directly or indirectly by any person or property arising from the CUSTOMER's water system or use thereof. This indemnification and save harmless shall apply to any imputed or actual joint enterprise liability.

TERMINATION

X.

The CUSTOMER may terminate this contract with or without cause by delivering written notice of the intent to so terminate to the CITY sixty (60) days prior to the date of termination. CITY may terminate this contract with or without cause by delivering written notice of the intent to so terminate to the CUSTOMER one hundred twenty (120) days prior to the date of termination.

WATER SYSTEM

XI.

CUSTOMER's water system constitutes a water system subject to rules and regulations of the State of Texas and the United States Environmental Protection Agency. CUSTOMER specifically agrees that notice of unsatisfactory conditions uncorrected from either above authority will constitute just cause for CITY to immediately discontinue service and terminate this contract without notice and without liability to the CUSTOMER whatsoever of any kind or nature.

CUSTOMER expressly agrees to deliver to CITY any and all notices or claims related to Federal, State or individual claims, including notices from the EPA or TECQ, asserting environmental health or safety violations related to the CUSTOMER's private water system. Such notices to CITY are required by registered return receipt mail to be posted to the CITY at the address provided herein not later than the 3rd business day following the CUSTOMER's receipt of same.

TRANSFERABILITY

XII.

This contract shall not be transferred, conveyed or assigned to another without first obtaining the prior written consent of CITY. Failure to obtain such prior consent shall make the transfer, conveyance or assignment void and shall terminate this contract. This contract shall be binding upon the parties hereto, their heirs and legal representatives.

TERM

XIII.

The term of this contract shall be for five (5) years with one (1) automatic five (5) year

extension under the same terms and conditions, unless earlier terminated as provided for herein. All automatic extensions shall be deemed to include the water rates detailed under section RATE CHARGED V for Year 5 which is 66% of the then-current residential water rate.

ACT OF DEFAULT

XIV.

CITY's or CUSTOMERS failure to adhere to and follow any one (1) of the terms and conditions of this contract shall be an act of default permitting the non-defaulting party to immediately terminate this contract upon thirty (30) days written notice to cure the default and upon the failure to fully and timely cure the default.

SEVERABILITY

XV.

In case of one (1) or more of the provisions contained in this contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT

XVI.

This contract embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this contract; and except as otherwise provided herein, this contract cannot be modified or amended without written agreement of the parties.

EFFECTIVE DATE

XVII.

This Contract shall take effect from and after the last date entered below ("Effective Date").

CITY OF DORCHESTER, TEXAS

BY: _____

David Smith, MAYOR

DATE: January 10, 2022

ATTEST:

BY: Becky Vincent

Name Becky Vincent

Title: City Secretary

CITY OF SHERMAN, TEXAS

BY: Robby Hefton

Robby Hefton, CITY MANAGER

DATE: _____

BY: _____

Linda Ashby

City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 11.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6908***

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 1612 North Hoard Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1612 North Hoard Avenue situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On April 19, 2021, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G Home Builders LLC, Owner

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $474.33 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6908
Residential Tax Abatement Agreement
Application
Warranty Deed
Building Permit
Site Plan
Location Map
Photo
Reinvestment Zone Map

RESOLUTION NO. 6908

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 1612 NORTH HOARD AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from M&G Home Builders LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1612 North Hoard Avenue, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of June, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS LLC** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6734) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2022, and continuing for tax years 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2021, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	100%
2028	80%
2029	60%
2030	40%
2031	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 1612 North Hoard Avenue, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman	M&G Home Builders LLC
P.O. Box 1106	1218 N. Brents
Sherman, Texas 75091-1106	Sherman, TX 75090
(903) 892-7200	(903) 870-8212

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2021.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS LLC

BY: _____
MARTIN COVARRUBIAS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MARTIN COVARRUBIAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _____, 2022 A.D.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G Home Builders

Mailing Address: 1218 N Brents, Sherman, TX 75090

Telephone Number: 903-870-8212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1612 N Hoard

Summary Legal Description: Lot: 10 Block: 30 Addition: COLLEGE PARK 2ND ADDN

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: 97000

Estimated Date of Start of Construction: 5/5

Estimated Date of Completion of Project: 8/5

Description of ~~Project:~~ New Residential construction

Applicant(s): Martin Covarrubias - M&G Home Builders Date: 4/28/22

_____ Date: _____

Grayson County
Wilma Bush
County Clerk

Instrument Number: 2019 - 2820

ERecordings-RP

Recorded On: February 08, 2019 02:46 PM

Number of Pages: 3

Parties: JUAREZ MIRNA G

" Examined and Charged as Follows: "

Total Recording: $30.00

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

File Information:

Document Number:	2820
Receipt Number:	20190208000116
Recorded Date/Time:	February 08, 2019 02:46 PM
User:	Cort M
Station:	CLERK05

Record and Return To:

eRx

STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Bush
County Clerk
Grayson County, TX

GF 313953

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

General Warranty Deed

Date: Feb 7, 2019

Grantor: MIRNA LEDEZMA JUAREZ

Grantor's Mailing Address:

411 W McLain Dr Apt # A
Sherman, TX 75092

Grantee: M&G HOME BUILDERS LLC, a Texas limited liability company

Grantee's Mailing Address:

1218 N. Brents
Sherman, Texas 75090

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being Lot TEN (10) in Block THIRTY (30) of COLLEGE PARK SECOND ADDITION, an Addition to the City of Sherman, Texas, as shown by Plat of record in Volume 88, Page 534, Deed Records, Grayson County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

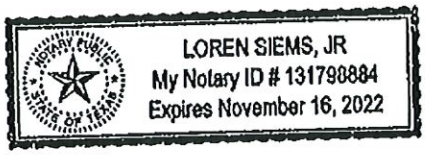
When the context requires, singular nouns and pronouns include the plural.

Mirna Juarez
MIRNA LEDEZMA JUAREZ

STATE OF TEXAS)

COUNTY OF Grayson)

This instrument was acknowledged before me on Feb 7, 2019, by MIRNA LEDEZMA JUAREZ.



Notary Public, State of Texas
My commission expires: Nov 16, 2022

PREPARED IN THE OFFICE OF:

ADAMS BENNETT DUNCAN & HENLEY
2745 Wind River Lane
Denton, TX 76210
Tel: (940) 566-6221
Fax: (940) 566-4977

AFTER RECORDING RETURN TO:

_____

_____

_____

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#22-001102 | Issued on: 05/10/2022 at 11:51 AM

Project Description: new residential construction

ADDRESS
1612 N HOARD,
Sherman, TX 75090

LEGAL
COLLEGE PARK 2ND ADDN
Blk 30 Lot 10

PERMIT HOLDER
M&G HOME BUILDERS LLC
MARTIN COVARRUBIAS
(903) 870-8212

COLLABORATORS
- ALPINE AIR
  DONALD L BAILEY
  (903) 891-9154
- ALPINE AIR CONDITIONING & HEAT
  DONALD L BAILEY
  (903) 891-9154
- M&G HOME BUILDERS LLC
  MARTIN COVARRUBIAS
  (903) 870-8212

OWNERS
- M&G HOME BUILDERS LLC
  MARTIN COVARRUBIAS
  (903) 870-8212

INFORMATION FIELDS

Subcontractor	M&G Home Builders	Square Feet	1350
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	0.17
Type of Construction List	Wood Frame	Off Street Parking	3
Tax Abatement	Yes	Sewer Disposal	Public Sewer
Water Supply	Public	Heating	Electric
Permit Certification	Yes	Proposed Use	SINGLE FAMILY RESIDENTIAL
Former Use	NONE	Firm Name	M&G Home Builders

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 405.00	$ 405.00	$ 405.00
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
TOTALS	$ 430.00	$ 430.00	$ 0.00

NOTES
did the tax abatement map get updated? seems like this is within the abatement zone

NOTICE
This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

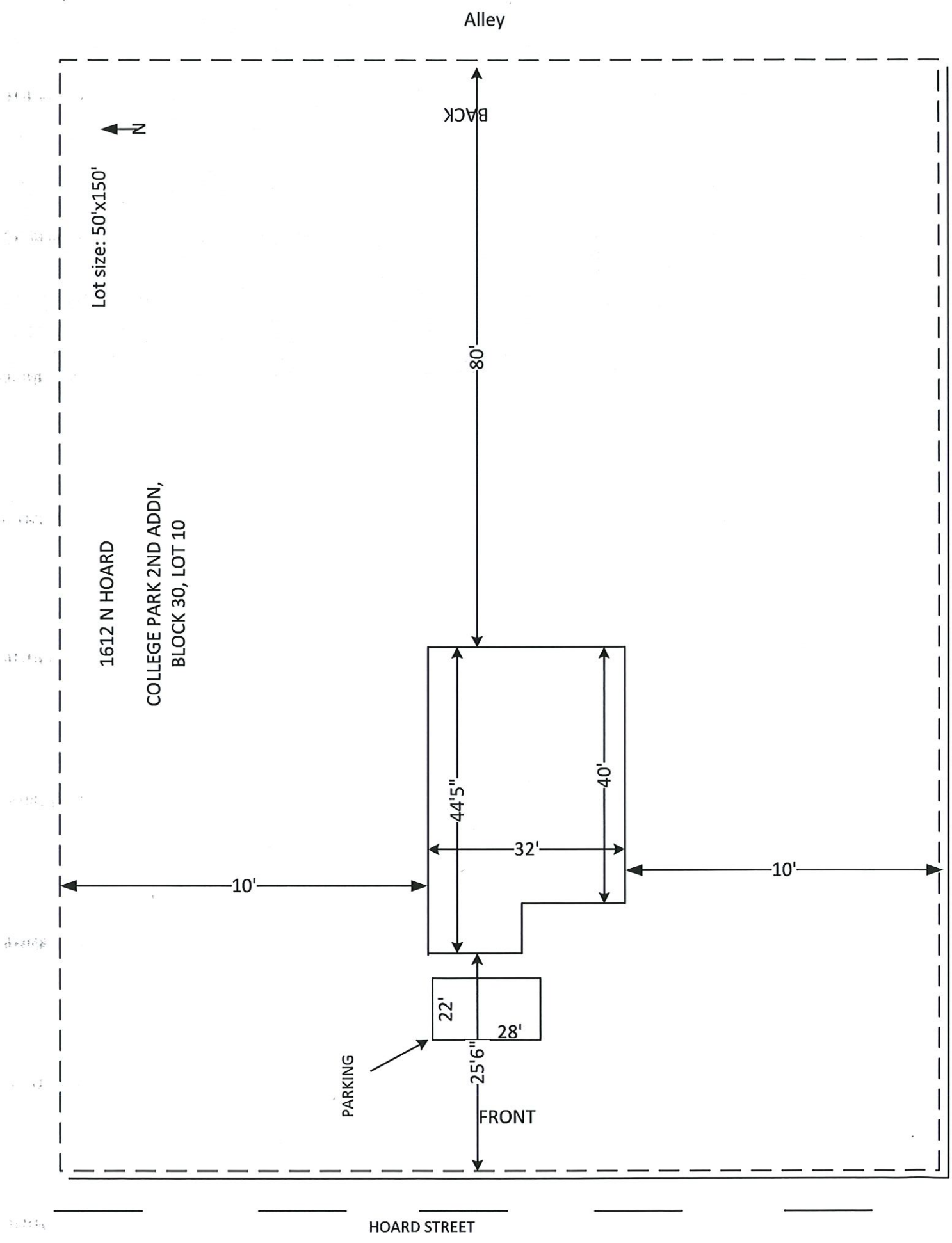
I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

(Signature of Contractor or Authorized Agent) — Date

(Approved By) Flood Plain Administrator — 5-16-2022 Date

(Approved By) Building & Zoning — 5-16-22 Date

Note: This permit is not approved or valid until signed by the Building & Zoning Department.


Alley
BACK
N
Lot size: 50'x150'
80'
1612 N HOARD
COLLEGE PARK 2ND ADDN,
BLOCK 30, LOT 10
44'5"
40'
32'
10'
10'
22'
28'
25'6"
PARKING
FRONT
HOARD STREET

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

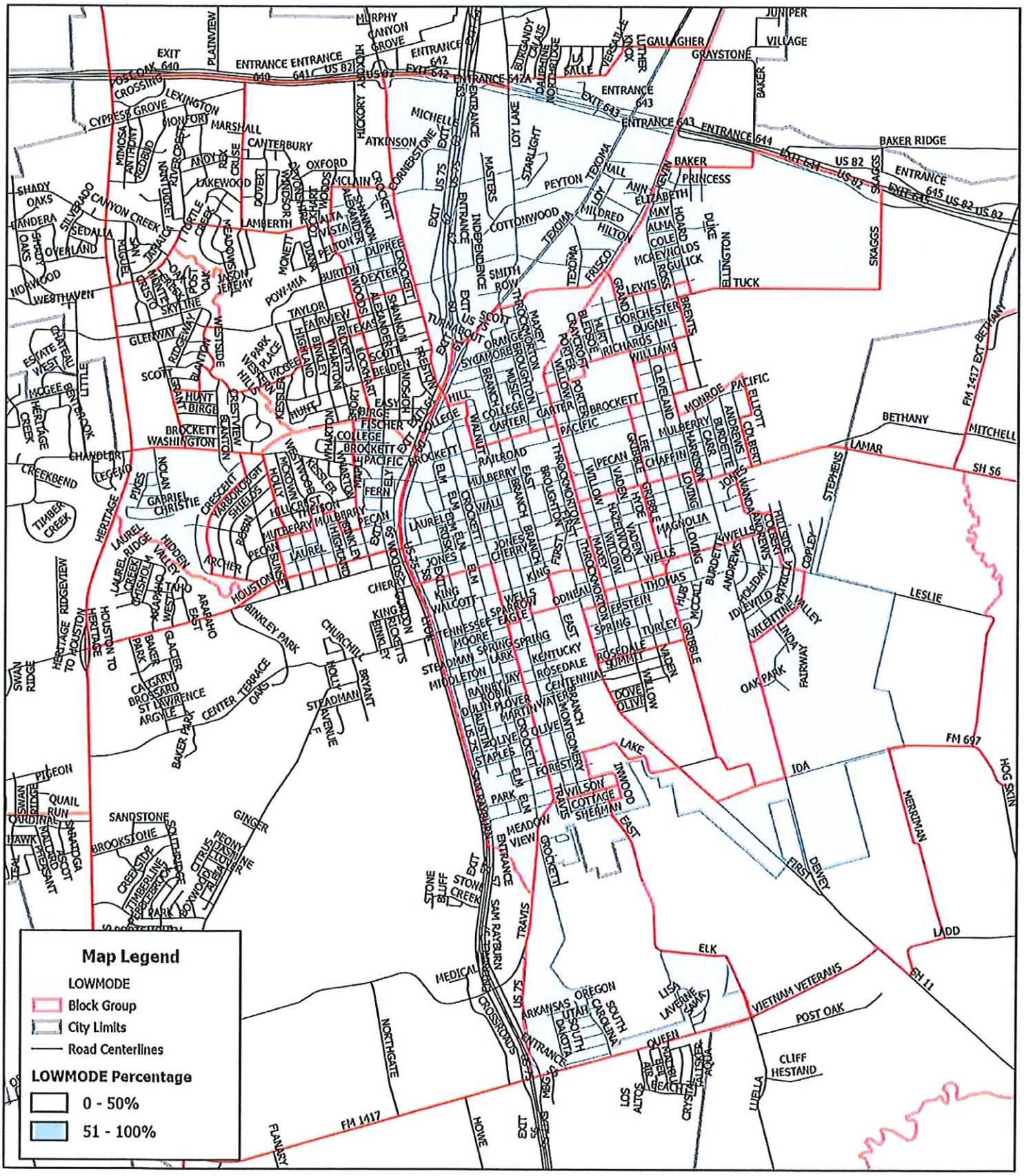
CITY OF SHERMAN
Location Map
(1612 N Hoard)

N
W E
S

Date: 5/3/2022 1:27 PM

Scale: 1:860

1612 N. Hoard


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Final plat approval for Meals on Wheels Addition, being 3.662 acres in the John Hendrix Survey, Abstract Number 503; Meals on Wheels, Owner; Plyler Construction, Developer; and Helvey-Wagner Surveying, Inc., Surveyor (2626 Hilltop Drive)

Issue:

To consider Final plat approval for Meals on Wheels Addition, being 3.662 acres in the John Hendrix Survey, Abstract Number 503; Meals on Wheels, Owner; Plyler Construction, Developer; and Helvey-Wagner Surveying, Inc., Surveyor (2626 Hilltop Drive)

Background:

The property is located at 2626 Hilltop Drive between Texoma Parkway and Cox Street and is zoned an C-2 (General Commercial) District. The owner would like to plat the property into 1 lot for commercial development.

Origination:

Meals on Wheels (Owner)
Plyler Construction (Developer)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
P&Z Communication
Staff Review Letter

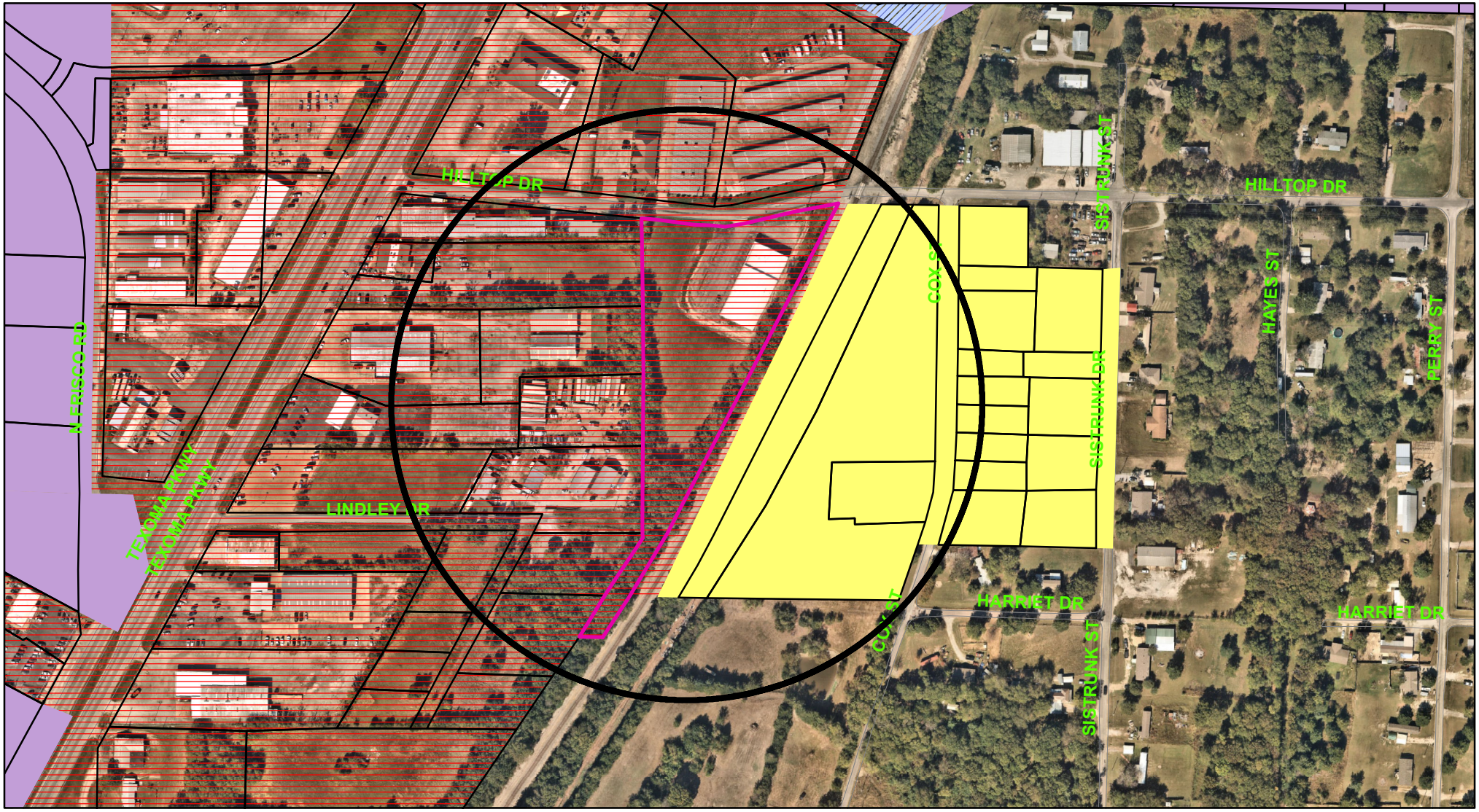
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

2626 Hilltop Drive

NOT TO SCALE

1 in = 305 ft



Zoning - 2626 Hilltop Drive

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

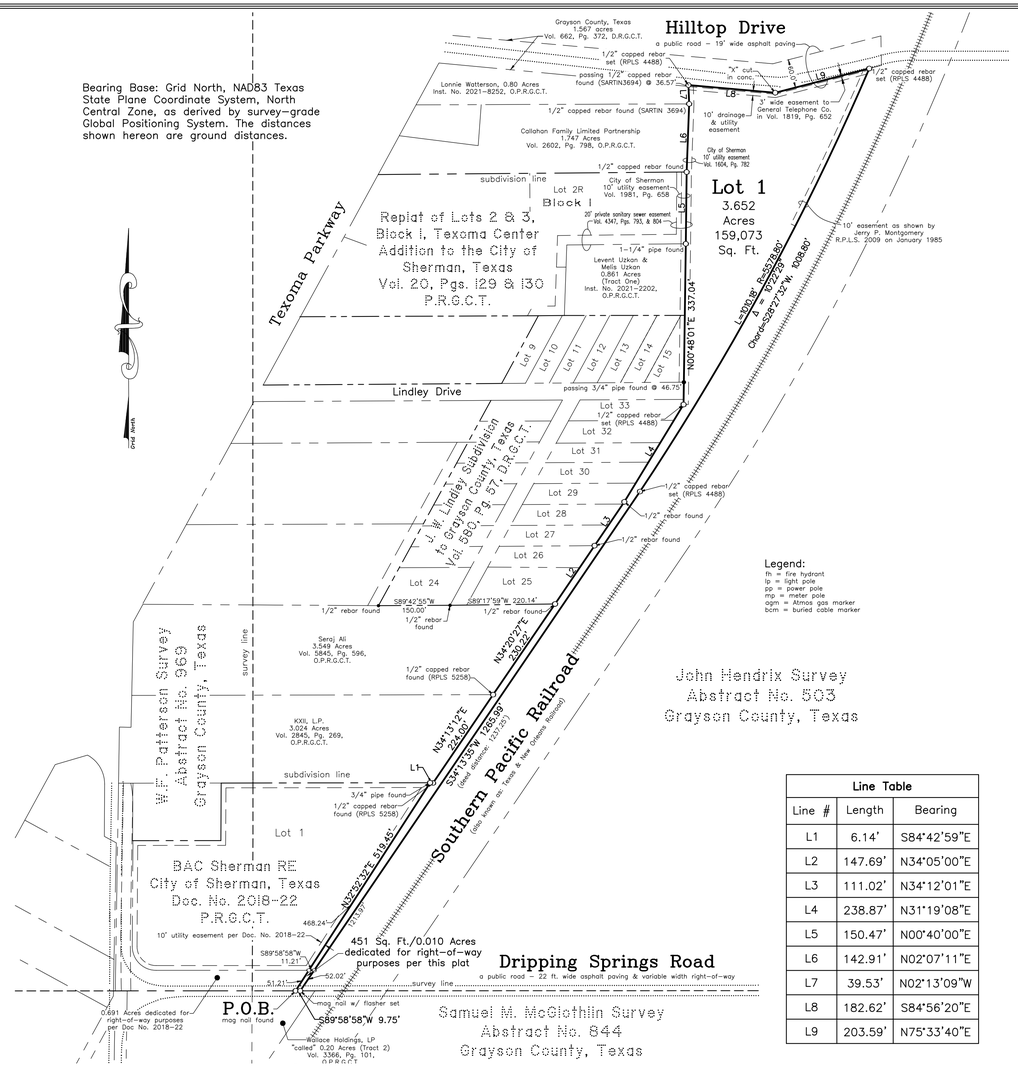
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 300 ft



Line Table		
Line #	Length	Bearing
L1	6.14'	S84°42'59"E
L2	147.69'	N34°05'00"E
L3	111.02'	N34°12'01"E
L4	238.87'	N31°19'08"E
L5	150.47'	N00°40'00"E
L6	142.91'	N02°07'11"E
L7	39.53'	N02°13'09"W
L8	182.62'	S84°56'20"E
L9	203.59'	N75°33'40"E

Final Plat of
Meals on Wheels Addition
to the
City of Sherman
Grayson County, Texas
3.662 Acres
in the
John Hendrix Survey Abstract No. 503

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)

Job No. CGS680322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Tri-County Senior Nutrition Project, Inc.
4114 Airport Road
Denison, Texas 75020

D:\3.67-Acres-John-Hendrix-Survey\Drawings\Preliminary Plat.dwg 1/26/2022 9:07 AM

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the John Hendrix Survey, Abstract No. 503 and all of the 3.662 acre tract of land, conveyed by Warranty Deed from Reeves Company to Tri-County Senior Nutrition Project, Inc., on June 4, 2021, recorded in Instrument No. 2021-18546, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a mag nail found in or near the center of Dripping Springs Road, a public street, in the South line of said Hendrix Survey and the North line of both the Wallace Holdings, LP "called" 0.20 acre tract of land (Tract 2), recorded in Volume 3366, Page 101, said Official Public Records and the Samuel M. McGlothlin Survey, Abstract No. 844, at the Southeast corner of 0.691 acres dedicated for right-of-way for Lot 1, Final Plat of BAC Sherman RE, to the City of Sherman, Texas, as per plat of record in Document No. 2018-22, Plat Records, Grayson County, Texas and the Southwest corner of said Tri-County Senior Nutrition 3.662 ac.;

THENCE North 32 deg. 52 min. 32 sec. East, with the East line of both said 0.691 ac. and Lot 1, a distance of 519.45 ft. to a 3/4 inch pipe found at an angle point of the KXII, L.P. 3.024 acre tract of land, recorded in Volume 2845, Page 269, said Official Public Records, the Northeast corner of said Lot 1 and a Northwest corner of said Tri-County Senior Nutrition 3.662 ac.;

THENCE South 84 deg. 42 min. 59 sec. East, with a South line of said KXII 3.024 ac., a distance of 6.14 ft. to a 1/2 inch capped rebar found stamped (RPLS 5258) at the Southeast corner of said KXII 3.024 ac. and an Ell corner of said Tri-County Senior Nutrition 3.662 ac.;

THENCE North 34 deg. 13 min. 12 sec. East, with the East line of said KXII 3.024 ac., a distance of 224.00 ft. to a 1/2 inch capped rebar found stamped (RPLS 5258) at the Southeast corner of the Seraji Ali 3.549 acre tract of land, recorded in Volume 5845, Page 596, said Official Public Records and the Northeast corner of said KXII 3.024 ac., at an angle point of said Tri-County Senior Nutrition 3.662 ac.;

THENCE North 34 deg. 20 min. 27 sec. East, with the East line of said Ali 3.549 ac., a distance of 230.22 ft. to a 1/2 inch rebar found at the Southeast corner of Lot 25, J. W. Lindley Subdivision, to Grayson County, Texas, as per plat of record in Volume 580, Page 57, Deed Records, Grayson County, Texas and the Northeast corner of said Ali 3.549 ac., at an angle point of said Tri-County Senior Nutrition 3.662 ac., SAID rebar being North 89 deg. 17 min. 59 sec. East, 220.14 ft. from a 1/2 inch rebar found at the Southeast corner of Lot 24, said Lindley Subdivision;

THENCE North 34 deg. 05 min. 00 sec. East, with the East line of said Lot 25, a distance of 147.69 ft. to a 1/2 inch rebar found at the Northeast corner of Lot 26, the Southeast corner of Lot 27, said Lindley Subdivision;

THENCE North 34 deg. 12 min. 01 sec. East, with the East line of said Lot 27, a distance of 111.02 ft. to a 1/2 inch rebar found, an angle point of Lot 29, said Lindley Subdivision;

THENCE North 31 deg. 19 min. 08 sec. East, with an East line of said Lot 29, a distance of 238.87 ft. to a 1/2 inch capped rebar set stamped (RPLS 4488) at said Tri-County Senior Nutrition 3.662 ac.;

THENCE North 00 deg. 48 min. 01 sec. East, with an East line of said Lot 33, **PASSING** a 3/4 inch pipe found at 46.75 ft. at the Southeast corner of Lot 15, said Lindley Subdivision, and continuing for a **TOTAL** distance of 337.04 ft. to a 1-1/4 inch pipe found at the Northeast corner of the Levent Uzkan and Melis Uzkan 0.861 acre tract of land (Tract One), recorded in Instrument No. 2021-2202, said Official Public Records, the most Easterly Southeast corner of Lot 2R, Block 1, Replat of Lots 2 and 3, Block 1, Texoma Center Addition, to the City of Sherman, Texas, as per plat of record in Volume 20, Pages 129 and 130, said Plat Records and an angle point of said Tri-County Senior Nutrition 3.662 ac.;

THENCE North 00 deg. 40 min. 00 sec. East, with the East line of said Lot 2R, a distance of 150.47 ft. to a 1/2 inch capped rebar found at the Southeast corner of the Callahan Family Limited Partnership 1.747 acre tract of land, recorded in Vol. 2602, Page 798, said Official Public Records and the Northeast corner of said Lot 2R;

THENCE North 02 deg. 07 min. 11 sec. East, with the East line of said Callahan 1.747 ac., a distance of 142.91 ft. to a 1/2 inch capped rebar found stamped (SARTIN 3694) at the Southeast corner of the Lonnie Watterson 0.80 acre tract of land, recorded in Instrument No. 2021-8252, said Official Public Records and the Northeast corner of said Callahan 1.747 ac.;

THENCE North 02 deg. 13 min. 09 sec. West, with the East line of said Watterson 0.80 ac., **PASSING** a 1/2 inch capped rebar found stamped (SARTIN 3694) at 36.57 ft. at the Northeast corner of said Patterson 0.80 ac., and continuing for a **TOTAL** distance of 39.53 ft. to a 1/2 inch capped rebar set stamped (RPLS 4488) in the South right-of-way line of Hilltop Drive, at the most Northerly Northwest corner of said Tri-County Senior Nutrition 3.662 ac.;

THENCE South 84 deg. 56 min. 20 sec. East, with the South right-of-way line of said Hilltop Drive and a North line of said Tri-County Senior Nutrition 3.662 ac., a distance of 182.62 ft. to a "X" cut in at an angle point;

THENCE North 75 deg. 33 min. 40 sec. East, continuing with the South right-of-way line of said Hilltop Drive and a North line of said Tri-County Senior Nutrition Project 3.662 ac., a distance of 203.59 ft. to a 1/2 inch capped rebar set stamped (RPLS 4488) at the intersection of the South line of said Hilltop Drive with the West right-of-way line of the Southern Pacific Railroad right-of-way, at the Northeast corner of said Tri-County Senior Nutrition 3.662 ac.;

THENCE Southwesterly, with the West right-of-way line of said Southern Pacific Railroad and the East line of said Tri-County Senior Nutrition 3.662 ac., a curve to the right having a radius of 5,578.80 ft., a central angle of 10 deg. 22 min. 29 sec. (Chord Bears: South 28 deg. 27 min. 32 sec. West, 1,008.80 ft.) an arc distance of 1,010.18 ft. to a 1/2 inch capped rebar set stamped (RPLS 4488) at the end of said curve;

THENCE South 34 deg. 13 min. 35 sec. West, continuing with the West right-of-way line of said Southern Pacific Railroad and the East line of said Tri-County Senior Nutrition 3.662 ac., a distance of 1,265.99 ft. to a mag nail w/ flasher set in or near the center of said Dripping Springs Road, in the South line of said Hendrix Survey and the North line of both said McGlothlin Survey and Wallace 0.20 ac., at the Southeast corner of both said Tri-County Senior Nutrition 3.662 ac.;

THENCE South 89 deg. 58 min. 58 sec. West, with or near the center of said Dripping Springs Road, with the South lines of both said Hendrix Survey and Tri-County Senior Nutrition 3.662 ac. and the North lines of both said McGlothlin Survey and Wallace 0.20 ac., a distance of 9.75 ft. to the **PLACE OF BEGINNING OF BEGINNING** and containing **3.662 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

I, Tri-County Senior Nutrition Project, Inc., sole owner of Meals on Wheels Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____
Authorized Representative for Tri-County Senior Nutrition Project, Inc.

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Final plat of Meals on Wheels Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final plat of Meals on Wheels Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final Plat of Meals on Wheels Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat of
Meals on Wheels Addition
to the
City of Sherman
Grayson County, Texas
3.662 Acres
in the
John Hendrix Survey, Abstract No. 503

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Tri-County Senior Nutrition Project, Inc.
4114 Airport Road
Denison, Texas 75020

D:\3.67-Acres-John-Hendrix-Survey\Drawings\Preliminary Plat.dwg 1/26/2022 9:07 AM

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 28.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

* **2626 HILLTOP DRIVE**

The request of Meals on Wheels (Owner), Plyler Construction (Developer) and Helvey-Wagner Surveying, Inc. (Surveyor), concerning the property at 2626 Hilltop Drive being 3.662 acres in the John Hendrix Survey, Abstract Number 503, as follows:

Planning and Zoning Commission

Final plat approval for Meals on Wheels Addition.

Background:

The property is located at 2626 Hilltop Drive between Texoma Parkway and Cox Street and is zoned an C-2 (General Commercial) District. The owner would like to plat the property into 1 lot for commercial development.

Adjacent Zoning:

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

Origination:

Meals on Wheels (Owner)
Plyler Construction (Developer)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Tri-County Senior Nutrition Project, Inc.
4114 Airport Rd.
Denison, TX 75020

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Meals on Wheels Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 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. 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)*
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. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 06/06/2022
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Repair and Replacement of the Arapaho East Trail Sewer Line Under Emergency Designation

Issue:

To allow the repair and replacement of the Arapaho East Trail Sewer Line under emergency designation.

Background:

City staff recently repaired a small section of collapsed main along Arapaho East Trail. Upon repairing the main, it was discovered through TV inspection that a larger portion of the existing line is severely deteriorated. The current condition of the main continues to place nearby customers at risk of backing up and is being replaced under an emergency declaration by city staff. The engineering design was performed by city staff and replaces the existing main with approximately 300 LF of 6" PVC sewer line.

Origination:

Engineering Department

Financial Consideration:

The cost to repair and replace the sewer line is estimated to be $210,245.00 The City's Utility Improvement Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the emergency repair and replacement to the Arapaho East Trail Sewer Line be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments

Quote
Location Map

REQUEST FOR QUOTE

Date Due: May 20, 3:00 pm

PO Box 1106; Sherman, TX 75091-1106
CONTACT: Travis Overturf, P.E.
PHONE: (903) 328-3204
FAX: (903) 870-7802
EMAIL: TravisO@ciyofsherman.com
Bid# 2022-14

THIS IS NOT AN ORDER

Hayes Construction, LLC. (Contractor) hereby agrees to:

- Mobilize equipment, personnel, provide bonds and insurance as noted herein,
- Installation of new sewer line, manholes, fittings, backfill, and all related appurtenances, as noted herein,
- Abandon existing sewer lines and manholes, as noted herein,
- Demobilize equipment and crew and remove debris from site,
- Provide all necessary safety measures to undertake tasks.

ITEM NO.	QNTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1	1	Mobilization	LS	$ 10,000.00	$ 10,000.00
2	295	Provide and installation of SDR-26 CI-160 PVC pressure-rated sewer line, installed, backfilled tested, cleaned up and complete.	LF	$ 250.00	$ 73,750.00
3	3	Provide and installation of new 5' diameter drop manholes, installed, tested, cleaned up, and complete	EA	$ 18,000.00	$ 54,000.00
4	2	Provide and installation of new 4' diameter manholes, installed, tested, cleaned up, and complete	EA	$ 16,000.00	$ 32,000.00
5	295	Trench safety, full-length, including areas around manholes, implemented.	LF	$ 21.00	$ 6,195.00
6	4	Customer Service Transfers, installed, connected, in-service and complete.	EA	$ 7,700.00	$ 30,800.00
7	1	Traffic Control, throughout the life of the project.	LS	$ 3,500.00	$ 3,500.00
				Total	$ 210,245.00

IMPORTANT: Completion of this quote form is a requirement. Failure to do so may disqualify your submittal. This is a request for quote for the goods and/or services shown. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation. Irregularities may, however, render the quotation non-responsive. The City may use several factors to judge a product or service and is not bound to accept the lowest quote.

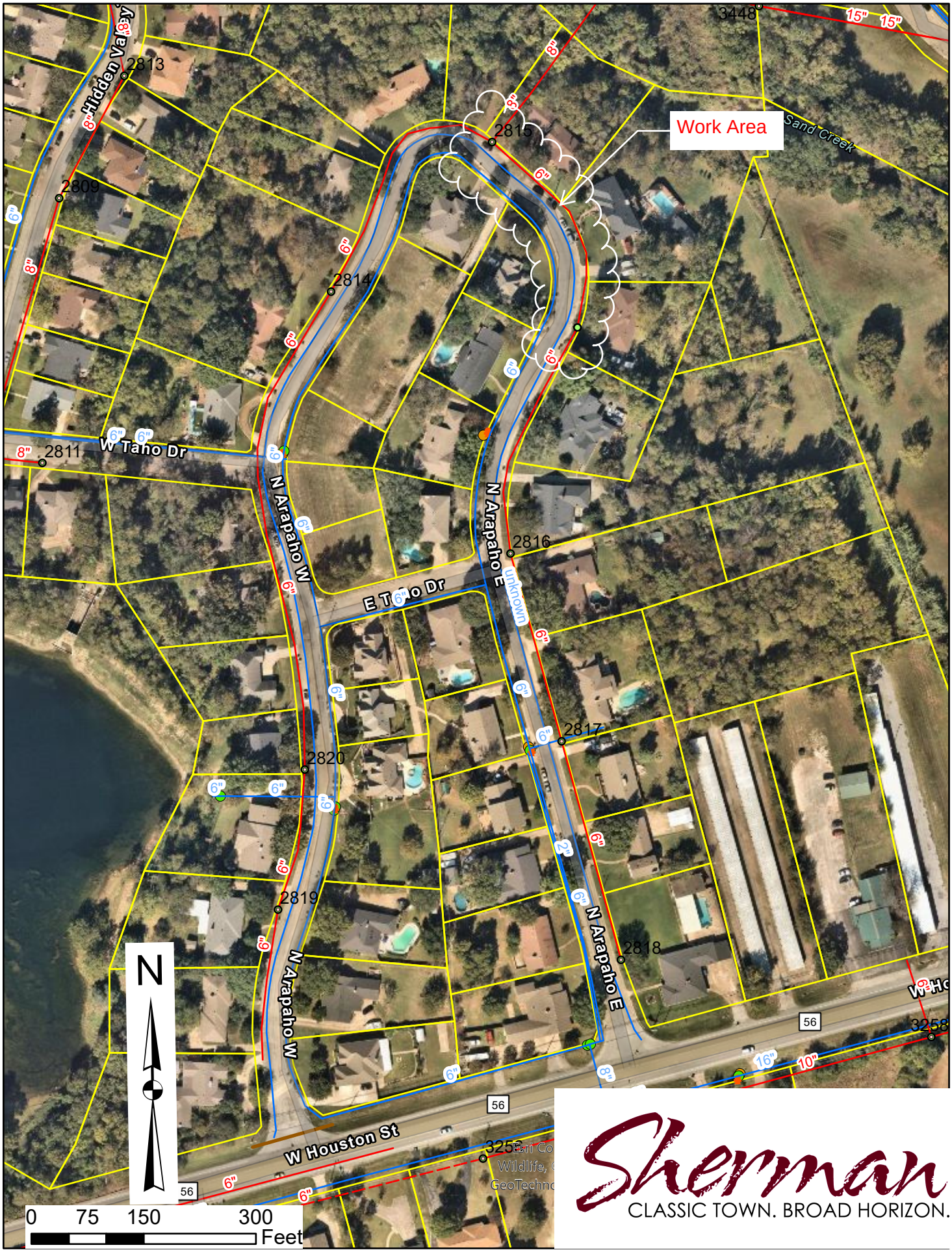
Proposed delivery/start date:
20 days from contract provided material availability

Proposed construction duration:
45 days

The undersigned, as an authorized official of bidder, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

Lara Jackson	5/20/2022
Signature of Bidder's Authorized Representative	Date
Lara Jackson	Hayes Construction, LLC.
Printed Name	Company Name
Director of Operations	409 Waters Edge Way
Title	Address
Lara@hayesconstruction.org	Murphy, TX 75094
Email address	City, State, Zip Code
972-658-2605	81-5412047
Phone Number	Tax ID Number



Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 06/06/2022

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Consider Calling a Special Meeting of the City Council for Tuesday, July 5, 2022, due to Conflict with a Federal Holiday

Issue:

This agenda item considers calling a special meeting of the City Council for **5:00 p.m.** on Tuesday, July 5, 2022, to make up for the first regular meeting in July, which falls on the Federal Holiday of Independence Day.

Background:

The City Charter provides that City Council regular meetings shall fall "on the first and third Mondays of each month, excluding holidays, at its discretion." The regular date for the Council's first meeting in July is Monday, July 4th. The City will be closed this day to observe the Federal Holiday, Independence Day. Federal holidays are traditionally respected by not holding regular City Council meetings on those dates. While the Charter provision does not require the City Council to meet on a Federal Holiday, neither does it establish a make up date, which would be done by a motion and order with a 72-hour public notice. The Charter states, "In the case of a holiday, the regular meeting shall be held on the Tuesday immediately following said holiday.""

Origination:

City Manager's Office

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council call a special City Council meeting for **5:00 p.m.** on Tuesday, July 5, 2022.

Alternatives:

No alternatives are recommended.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 4.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat approval of Malachi Addition, being 0.29 acres and being a replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition; Arthur Nunez, Malachi 310 Construction, LLC, Owner and Underwood Drafting and Surveying, Surveyor (620 and 624 East King Street)

Issue:

To consider Replat approval of Malachi Addition, being 0.29 acres and being a replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition; Arthur Nunez, Malachi 310 Construction, LLC, Owner and Underwood Drafting and Surveying, Surveyor (620 and 624 East King Street)

Background:

The property is located at 620 and 624 East King Street, the southwest corner of East King and South Throckmorton Streets. The owner would like to plat the property into one (1) lot to build two (2) 2,076 square feet single-family homes.

Origination:

Arthur Nunez, Malachi 310 Construction, LLC (Owner)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication

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Sherman
CLASSIC TOWN. BROAD HORIZON.

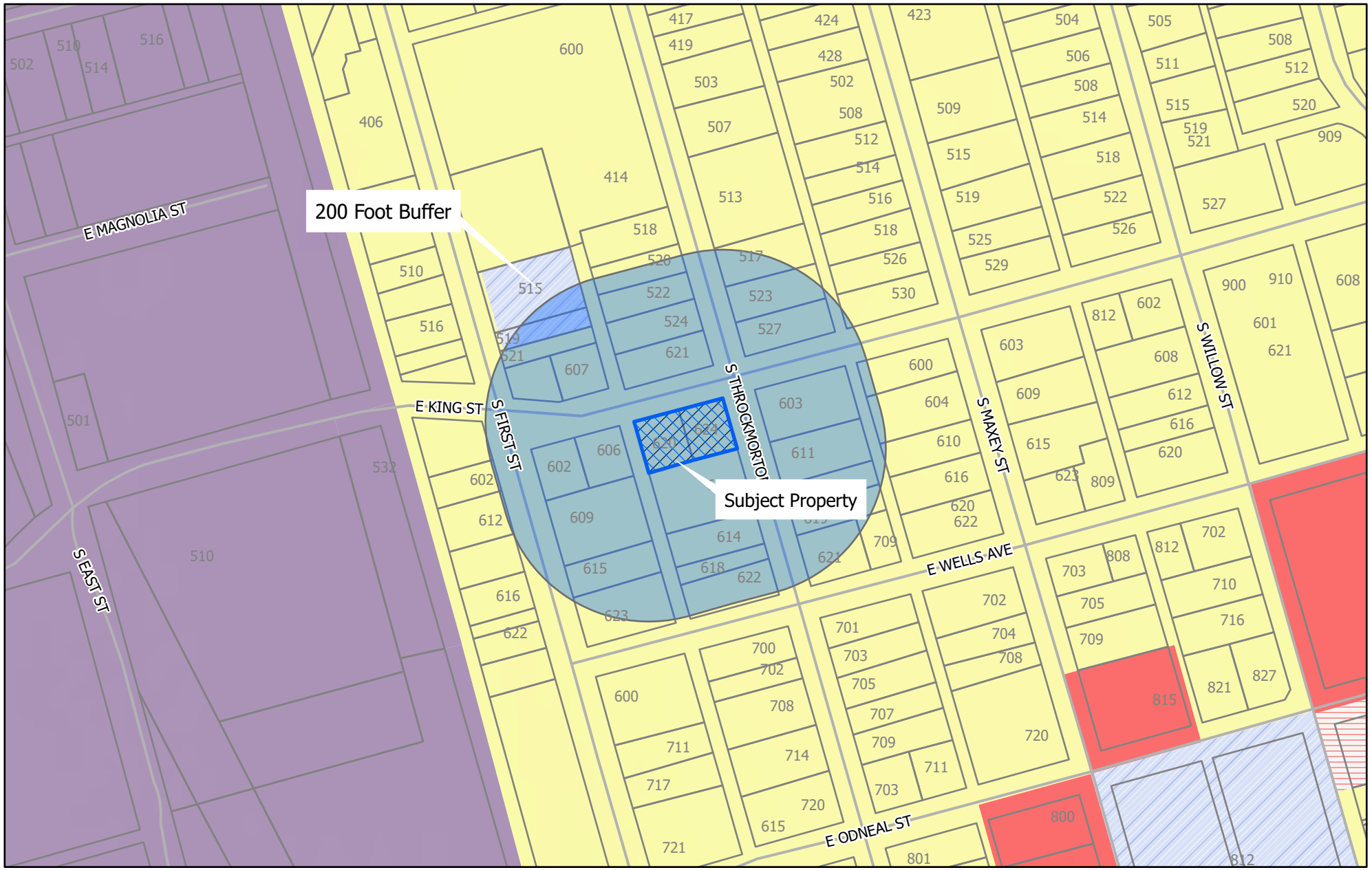
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(620 &624 E King St)

N
W E
S

Date: 3/28/2022 10:04 AM

Scale: 1:2,400



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- 200 Foot Buffer
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(620 & 624 E King St)

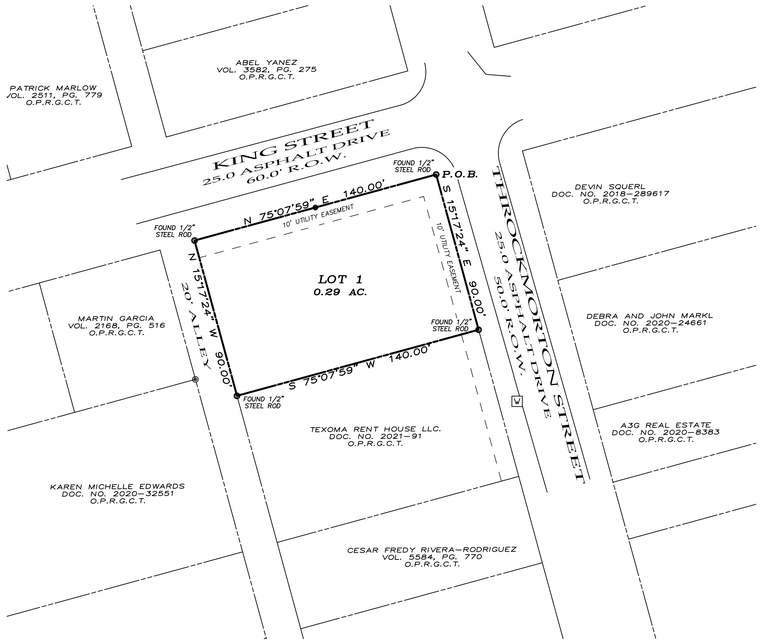
N
W E
S

Scale: 1:2,400

Date: 3/28/2022 3:49 PM

620 E King St

ZONING
REQUESTED
AT THIS LOCATION
ADDITIONAL
INFORMATION
903-892-7229
Apr 28, 2022 at 9:17 AM



NORTH

MALACHI ADDITION

BEING A REPLAT OF LOTS 2 AND 3, BLOCK 1, OF THE TEXOMA RENTALS ADDITION RECORDED IN DOCUMENT NUMBER 2021-91 P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING 0.29 ACRES

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

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

OWNERS/DEVELOPER
MALACHI 310 CONSTRUCTION LLC.
409 S. CENTRAL EXPRESSWAY
ANNA, TEXAS 75409

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

3-22-2022

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Texoma Rentals Addtion , and being Lots 2 and 3 conveyed to Malachi 310 Construction LLC, by deed recorded in Document Number 2021-40604, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found ½" steel rod at the intersection of the South Right-of-Way of King Street and the West Right-of-Way of Throckmorton Street being the Northeast Corner of said Lot 3;

Thence South 15°17'24" East with the said West Right-of-Way of Throckmorton Street a distance of 90.00 feet to a found ½" steel rod;

Thence South 75°07'59" West with the North line of a tract of land conveyed to Texoma Rent House LLC, Recorded in Document Number 2021-91 of said Official Public Records a distance of 140.00 feet to a found ½" steel rod in the east line of a 20' alley;

Thence North 15°17'24" West with said East line of the alley a distance of 90.00 feet to a set ½" steel rod in the South Right-of-Way of said King Street;

Thence North 75°07'59" East with the South Right-of-Way of King Street a distance of 140.00 feet to the Point of Beginning and containing 0.29 acres of land.

ACCEPTANCE

Approved this _____ day of _____,2022, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

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

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, MALACHI 310 CONSTRUCTION LLC do hereby adopt this plat designating the hereinabove property as the MALACHI ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____,2022

_____
ARTHUR NUNEZ

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 ARTHUR NUNEZ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, MALACHI ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the___day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ ,2022.

_____
Clerk, City of Sherman, Texas

~ 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.

MALACHI ADDITION

BEING A REPLAT OF LOTS 2 AND 3, BLOCK 1, OF THE TEXOMA RENTALS ADDITION RECORDED IN DOCUMENT NUMBER 2021-91 P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
BEING 0.29 ACRES

OWNERS/DEVELOPER
MALACHI 310 CONSTRUCTION LLC.
409 S. CENTRAL EXPRESSWAY
ANNA, TEXAS 75409

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

3-22-2022

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Malachi 310 Construction, LLC
409 S. Central Expressway
Anna, TX 75409

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Malachi Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate a 15'x15' Right of Way corner clip on Northeast 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. Modify 10' Utility Easement on Northeast corner of proposed Lot 1 to parallel new right of way created by corner clip.
3. Concrete improvement, meeting City requirements, of alley required for rear entry drive approach.
4. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
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. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 8.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

620 & 624 EAST KING STREET

The request of Arthur Nunez, Malachi 310 Construction, LLC (Owner) and Underwood Drafting and Surveying (Surveyor) concerning the property located at 620 and 624 East King Street, being 0.29 acres and being a replat of Lots 2 and 3, Block 1, of the Texoma Rentals Addition, as follows:

Planning and Zoning Commission

A. Replat approval of Malachi Addition.
B. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a two-family dwelling (duplex) in an R-1 (One-Family Residential) District.

Background:

The property is located at 620 and 624 East King Street, the southwest corner of East King and South Throckmorton Streets. The owner is requesting a Specific Use Permit to allow a two-family dwelling (duplex) in an R-1 (One-Family Residential) District and to plat the property into one (1) lot to build two (2) 2076 square feet single-family homes.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Arthur Nunez, Malachi 310 Construction, LLC (Owner)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:
189

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Site Plan
Elevations
Staff Review Letter - SUP
Staff Review Letter - Final Plat

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 5.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat approval of Wood Haven Addition, being 1.259 acres and also being part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Wood Haven Addition; Sherman C & G Properties, LTD, Owners/Developer and Pipeline Land Services, Inc., Surveyor (1200 Block Park Place)

Issue:

To consider Replat approval of Wood Haven Addition, being 1.259 acres and also being part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Wood Haven Addition; Sherman C & G Properties, LTD, Owners/Developer and Pipeline Land Services, Inc., Surveyor (1200 Block Park Place)

Background:

The property is located in the 1200 Block Park Place, the southeast corner of Park Place and North Newman Drive and is zoned R-2 (Multi-Family Residential) District. The owner would like to plat the property into one (1) lot for a Multi-Family development.

Origination:

Sherman C & G Properties, LTD (Owners/Developer)
Pipeline Land Services, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

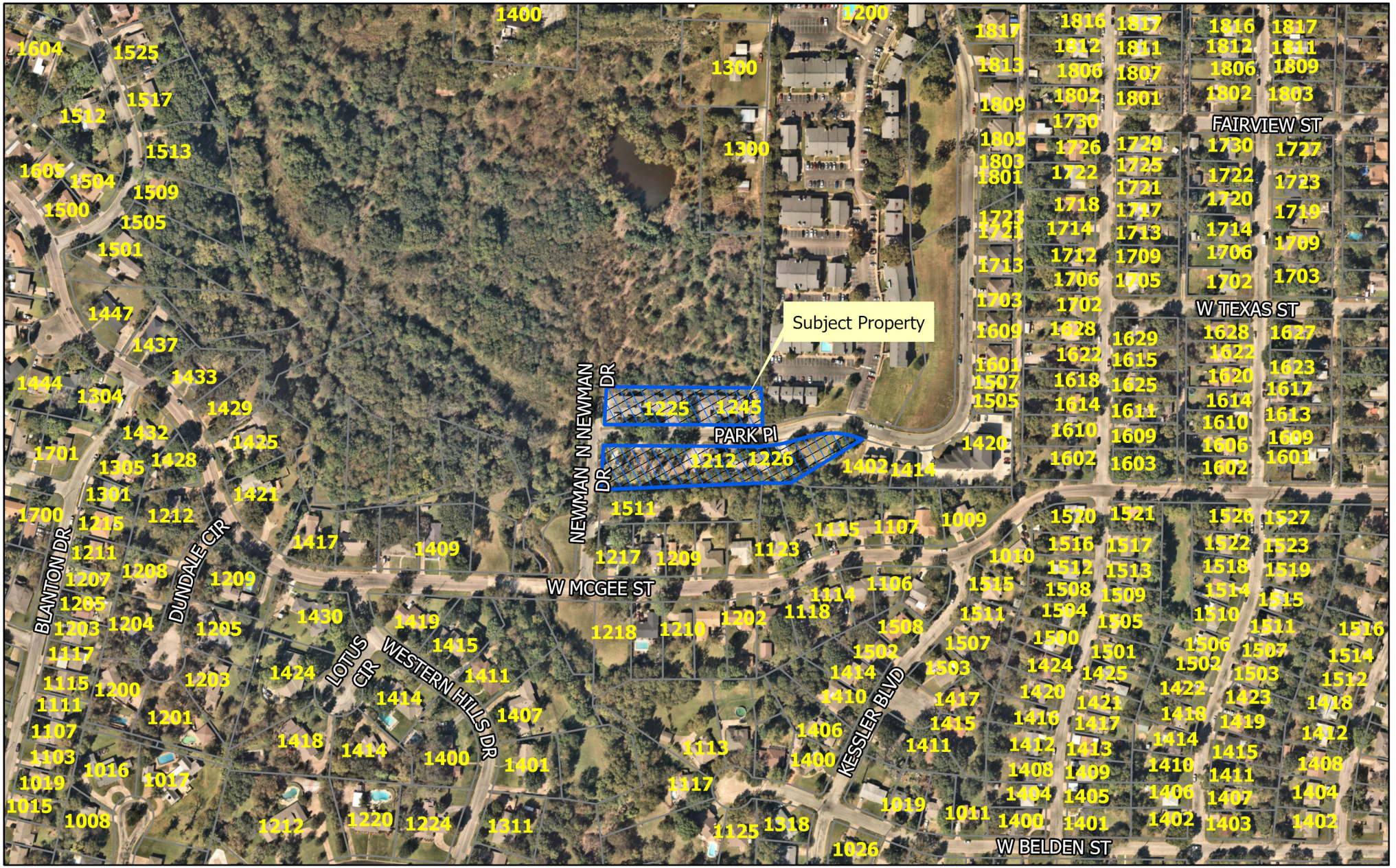
At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(1200 Block Park Place)

N
W E
S

Date: 4/27/2022 10:13 AM

Scale: 1:3,781

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(1200 Block Park Place)

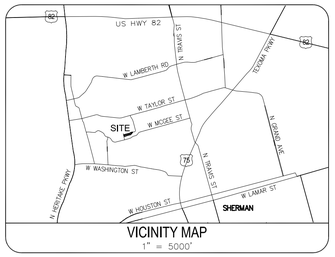
N W E S

Scale: 1:1,933

Date: 4/27/2022 10:41 AM

1200 Blk Park Pl

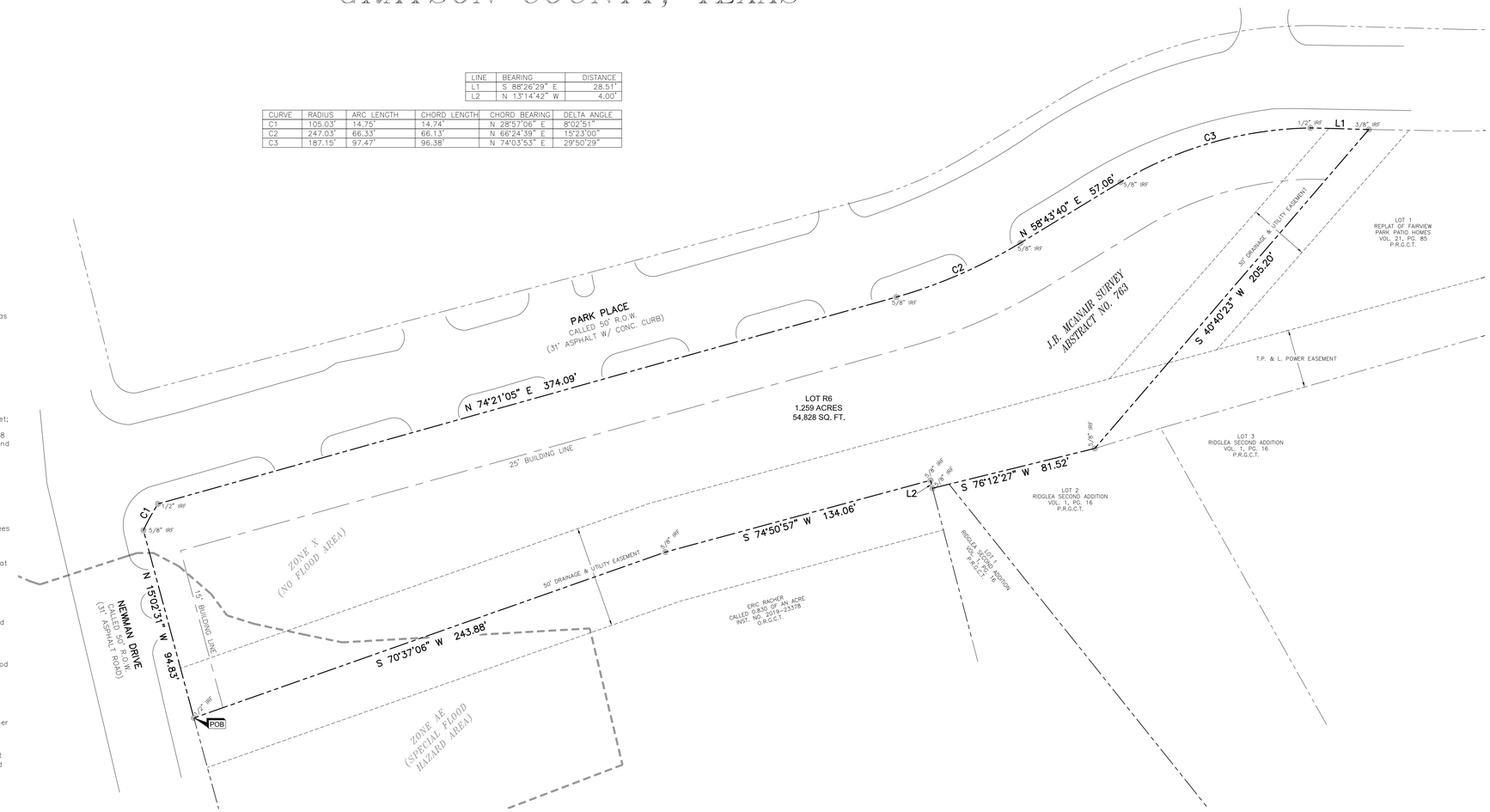
GRAYSON COUNTY, TEXAS



VICINITY MAP
1" = 5000'

LINE	BEARING	DISTANCE
L1	S 88°26'29" E	28.51'
L2	N 13°14'42" W	4.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	105.03'	14.75'	14.74'	N 28°57'06" E	8°02'51"
C2	247.03'	66.33'	66.13'	N 66°24'39" E	15°23'00"
C3	187.15'	97.47'	96.38'	N 74°03'53" E	29°50'29"



OWNERS CERTIFICATE

Being a tract of land situated in the J.B McAnair Survey, Abstract No. 763, Grayson County, Texas being part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Wood Haven Addition to the City of Sherman, Texas, as shown by Plat recorded in Volume 6, Page 29, Plat Records, Grayson County, Texas and being the same called 1.283 acres tract of land (Tract A) described in Deed to Sherman C & G Properties as recorded in Volume 5051, Page 80, Official Records, Grayson County, Texas, and being more particularly described herein as follows:

BEGINNING at a 1/2 inch iron rod found in the East Right-of-Way line of Newman Drive (a called 50' R.O.W.) for the most Westerly Southwest corner of said Tract A and the Northwest corner of a called 0.830 of an acre tract of land described in Deed to Eric Racher as recorded in instrument No. 2019-23378, said Official Records;

THENCE North 15 degrees 02 minutes 31 seconds West, with the West line of said Tract A, along the said East line of Newman Drive, a distance of 94.83 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC"(typical) set at the beginning of a curve to the right having a radius of 105.03 feet;

THENCE Northeasterly, along the arc of said curve, a distance of 14.75 feet with an interior angle of 8 degrees 02 minutes 51 seconds, a chord bearing of North 28 degrees 57 minutes 06 seconds East, and a chord length of 14.74 feet to a 1/2 inch iron rod found in the South Right-of-Way line of Park Place (a called 50' R.O.W.) for the Northwest corner of said Tract A;

THENCE with the North line of said Tract A, along the said South line of Park Place, the following courses and distances:

North 74 degrees 21 minutes 05 seconds East, a distance of 374.09 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 247.03 feet;

Northeasterly, along the arc of said curve, a distance of 66.33 feet with an interior angle of 15 degrees 23 minutes 00 seconds, a chord bearing of North 66 degrees 24 minutes 39 seconds East, and a chord distance of 66.13 feet to a 5/8 inch iron rod set;

North 58 degrees 43 minutes 40 seconds East, a distance of 57.06 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 187.15 feet;

Northeasterly, along the arc of said curve, a distance of 97.47 feet with an interior angle of 29 degrees 50 minutes 29 seconds, a chord bearing of North 74 degrees 03 minutes 53 seconds East, and a chord distance of 96.38 feet to a 5/8 inch iron rod set;

South 88 degrees 26 minutes 29 seconds East, a distance of 28.51 feet to a 3/8 inch iron rod found for the Northeast corner of said Tract A and the Northwest corner of Lot 1 of the Replat of Fairview Park Patio Homes as recorded in Volume 21, Page 85, Plat Records, Grayson County, Texas;

THENCE South 40 degrees 40 minutes 23 seconds West, with the East line of said Tract A and the West line of said Lot 1 of Fairview Park Patio Homes, a distance of 205.20 feet to a 5/8 inch iron rod set in the North line of Lot 2 of Ridglea Second Addition recorded in Volume 1, Page 16, said Plat Records for the Southeast corner of said Tract A and the Southwest corner of said Lot 1, of the Replat of Fairview Park Patio Homes;

THENCE South 76 degrees 12 minutes 27 seconds West, with the South line of said Tract A and the North line of said Lot 2, passing the Northeast corner of Lot 1 of said Ridglea Second Addition, and continuing for a total distance of 81.52 feet to a 5/8 inch iron rod set in the East line of said Racher tract for the most Easterly Southwest corner of said Tract A and the Northwest corner of said Lot 1 of said Ridglea Second Addition;

THENCE North 13 degrees 14 minutes 42 seconds West, with a West line of said Tract A and the East line of said Racher tract, a distance of 4.00 feet to a 5/8 inch iron rod set for an ell corner of said Tract A tract and the Northeast corner of said Racher tract;

THENCE South 74 degrees 50 minutes 57 seconds West, with the South line of said Tract A and the North line of said Racher tract, a distance of 134.06 feet to a 5/8 inch iron rod set for corner;

THENCE South 70 degrees 37 minutes 06 seconds West, with the South line of said Tract A and the North line of said Racher tract, a distance of 243.88 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 1.259 acres of land, more or less.

NORTH

30 0 30 60
GRAPHIC SCALE IN FEET
PLEASE REFER TO BAR SCALE. DRAWING MAY HAVE BEEN REDUCED OR ENLARGED. ORIGINAL SCALE 1"=30'

LEGEND

———	PROPERTY LINE
- - - - - -	EASEMENT LINE
—— — ——	ADJOINING PROPERTY LINE
●	= CAPPED IRON ROD SET MARKED "PLS INC"
◎ IRF	= IRON ROD FOUND
CIRF	= CAPPED IRON ROD FOUND
IRS	= IRON ROD SET
D.R.G.C.T.	= DEED RECORDS OF GRAYSON COUNTY, TEXAS
O.R.G.C.T.	= OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS
P.R.G.C.T.	= PLAT RECORDS OF GRAYSON COUNTY, TEXAS

NOTE:
LEGEND IS TYPICAL, NOT ALL ITEMS IN LEGEND APPEAR IN DRAWING.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CODY HESS / SHERMAN C & G PROPERTIES, LTD. does hereby adopt this replat designating the herein described property as THE REPLAT of Wood Haven Addition, BLOCK 4 AND 5, an addition to the City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the street, right-of-ways, road, drainage and utility easement as designated on this replat.

Witness my hand this _____ day of _____ 2022.

_____
CODY HESS
915 EAST HIGHWAY 82
GAINESVILLE TX. 76240

FLOOD NOTE

PER DATA PROVIDED BY F.E.M.A. PART OF THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN A DESIGNATED ZONE AE (SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS DETERMINED) AND THE REMAINING PART OF THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN A DESIGNATED ZONE X (NO FLOOD AREA) AS PLOTTED ON COMMUNITY PANEL # 485509 0270 F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE OR FLOOD HAZARD BOUNDARY MAP BEARING A REVISED EFFECTIVE DATE OF SEPTEMBER 29, 2010.

SURVEYOR'S CERTIFICATE

THAT I, Joe C. Vaughn, Jr., Registered Professional Land Surveyor, do hereby state that this plat was prepared from an actual survey of the land described hereon, and that the corner monuments shown hereon were found or placed under my personal supervision in accordance with the ordinances of the City of Sherman, Texas.

_____
JOE C. VAUGHN, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5926
APRIL 13, 2022
FIRM REGISTRATION NO. 10129300

STATE OF TEXAS
DENTON COUNTY

BEFORE ME, the undersigned Notary Public in and for the State of Texas on this day personally appeared Joe C. Vaughn, Jr., known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes and considerations therein expressed.

Witness my hand this _____day of _____, 2022.

DEVELOPER / OWNER

_____
CODY HESS
915 EAST HIGHWAY 82
GAINESVILLE TX. 76240

STATE OF TEXAS
GRAYSON COUNTY

BEFORE ME, the undersigned Notary Public in and for the State of Texas on this day personally appeared CODY HESS / SHERMAN C & G PROPERTIES, LTD., known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes and considerations therein expressed.

Witness my hand this _____day of _____, 2022.

DEVELOPER / OWNER

_____
GREG ROHMER
915 EAST HIGHWAY 82
GAINESVILLE TX. 76240

STATE OF TEXAS
GRAYSON COUNTY

BEFORE ME, the undersigned Notary Public in and for the State of Texas on this day personally appeared GREG ROHMER / SHERMAN C & G PROPERTIES, LTD. known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes and considerations therein expressed.

Witness my hand this _____day of _____, 2022.

PLANNING & ZONING COMMISSION APPROVAL

Approved the _____day of _____, 2022, by the City Planning and Zoning Commission of the City of Sherman, Texas

_____ _____
Chairman Secretary

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 _____ plat of Subdivision or Addition to the City of Sherman was submitted to the City Council on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 2022.

_____
City Clerk, City of Sherman, Texas

LAND OWNER:
CODY HESS
915 EAST HIGHWAY 82
GAINESVILLE TX. 76240
(940) 727-9379

LAND OWNER:
GREG ROHMER
915 EAST HIGHWAY 82
GAINESVILLE TX. 76240

SURVEYOR:
JOE C. VAUGHN, JR.
TEXAS R.P.L.S. NO. 5926
PIPELINE LAND SERVICES, INC.
(940) 808 - 1191
1200 S. WOODROW LN. #200
DENTON, TX 76205
FIRM REGISTRATION NO: 10129300

PLS PIPELINE LAND SERVICES, INC.

REPLAT
BLOCK 4 AND 5, WOOD HAVEN ADDITION
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
DATE OF PREPARATION: MARCH 23, 2022

Z:\2020\Cody Hess\1225 Park Place\Plat\1225 Park Place_2022_REPLAT.dwg, 4/14/2022 1:26:47 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Cody Hess
915 E. Hwy 82
Gainesville, TX 76240

Greg Rhomer
915 E. Hwy. 82
Gainesville, TX 76240

Joe C. Vaughn, Jr.
Pipeline Land Services, Inc.
1200 S. Woodrow Ln., # 200
Denton, TX 76205

Dear Applicants,

The request for approval of the Replat of Block 4 and 5, Wood Haven Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Final Plat layout must meet City standard. Coordinate with Engineering Department for layout example. *Code of Ordinances Chapter 10.05, Section 6*
2. Remove Building Line from plat.
3. Show flood fringe on plat. Plat must reflect and reference information as stated in FEMA Physical Map Revision No. 316-PMR. Coordinate with Engineering Department for appropriate documentation.
4. Dedicate a 15'x15' Right of Way corner clip on Northwest corner of proposed Lot R6. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
5. Dedicate a 10' Utility Easement along all street frontage. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Modify 10' Utility Easement on Northwest corner of proposed Lot R6 to parallel new right of way created by corner clip.
7. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
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. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
10. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

* **1200 BLOCK PARK PLACE**

The request of Sherman C & G Properties, LTD (Owners/Developer) and Pipeline Land Services, Inc. (Surveyor) concerning the property in the 1200 Block Park Place, being 1.259 acres and also being part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Wood Haven Addition, as follows:

Planning and Zoning Commission

Replat approval of Wood Haven Addition.

Background:

The property is located in the 1200 Block Park Place, the southeast corner of Park Place and North Newman Drive and is zoned R-2 (Multi-Family Residential) District. The owner would like to plat the property into one (1) lot for a Multi-Family development.

Adjacent Zoning:

R-1 (One-Family Residential) District
R-2 (Multi-Family Residential) District

Origination:

Sherman C & G Properties, LTD (Owners/Developer)
Pipeline Land Services, Inc. (Surveyor)

Master Plan Designation:

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

21

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 6.**

Meeting Date: 06/06/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat approval for part of Lot 5 and all of Lot 6, Block 1, Canyon Creek Addition, Section Two "B", being part of Lot 5 and all of Lot 6, block 1, Canyon Creek Addition, Section Two "B", containing 0.435 acres; Laura Hill, Owner and Underwood Drafting & Surveying, Inc., Surveyor (2525 Nantucket Drive)

Issue:

To consider Replat approval for part of Lot 5 and all of Lot 6, Block 1, Canyon Creek Addition, Section Two "B", being part of Lot 5 and all of Lot 6, block 1, Canyon Creek Addition, Section Two "B", containing 0.435 acres; Laura Hill, Owner and Underwood Drafting & Surveying, Inc., Surveyor (2525 Nantucket Drive)

Background:

The property is located at 2525 Nantucket Drive between Vancouver Place and West Lamberth Road and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one (1) lot for residential development.

The following has been approved for this location:

- March 22, 2022 - Variance under Ordinance No. 2280, Section 7, Subsection (1)(c)(4) to allow an accessory building 42' from the front property line in lieu of the required 60' in an R-1 (One-Family Residential) District.

Origination:

Jeff and Laura Hill (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication

---

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

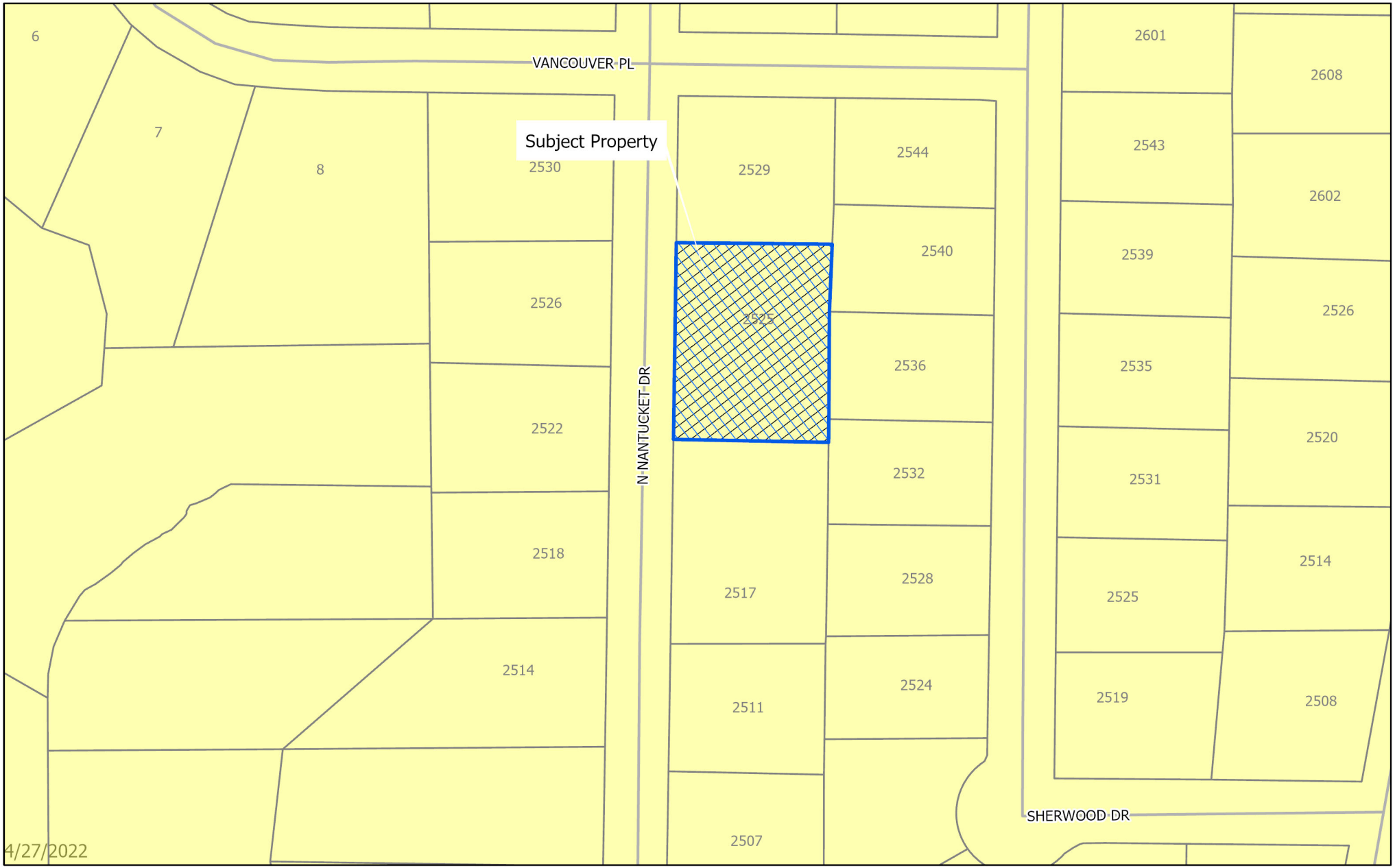
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(2525 Nantucket Dr)

N
W E
S

Date: 4/27/2022 11:26 AM

Scale: 1:1,549



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(2525 Nantucket)

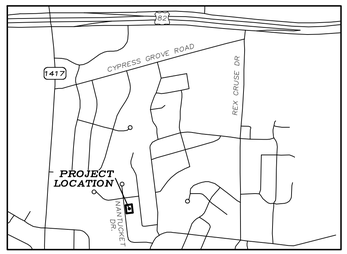
N
W E
S

Scale: 1:1,237

Date: 4/27/2022 11:26 AM

2525 Nantucket Dr.

LOCATION MAP



(NOT TO SCALE)

REPLAT OF PART OF LOT 5 AND ALL OF LOT 6 IN BLOCK 1, CANYON CREEK ADDITION, SECTION TWO "B"

Being a part of the J.B. McAnair Survey, Abstract Number 763. Being in the City of Sherman, Grayson County, Texas. Containing 0.435 acres of land

04-18-22

LEGEND
- ○ 1/2" STEEL ROD DISTURBED
- ● 1/2" STEEL ROD SET
- ◍ 1/2" STEEL ROD FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING LINE

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

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

OWNERS/DEVELOPER
JEFF HILL & LAURA HILL
2525 NANTUCKET DRIVE
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being part of Lot 5 and all of Lot 6 in Block 1 of Canyon Creek Addition, Section Two "B", according to the plat thereof recorded in Volume 4, Page 95, Plat Records, Grayson County, Texas, and being the same tract of land described in the deed to Jeff Hill and Laura Hill, recorded in Instrument No. 2019-1034, Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southwest corner of said Hill Tract, common to the northwest corner of a tract of land described in the deed to Bruno Acevedo & Deborah Rivero-Acevedo, recorded in Instrument No. 2021-3011, said Official Public Records, and on the westerly line of said Lot 5, and on the easterly right-of-way line of Nantucket Drive;

Thence North 06°58'32" West, with the westerly line of said Hill Tract, and with the westerly line of said Lot 5, and with the westerly line of aforesaid Lot 6, and with the easterly right-of-way line of said Nantucket Drive, a distance of 158.07 feet to a 1/2" steel rod found for the northwest corner of said Hill Tract, common to the northwest corner of said Lot 6, and common to the southwest corner of Lot 7 in aforesaid Block 1;

Thence North 83°01'28" East, with the northerly line of said Hill Tract, and with the northerly line of said Lot 6, and with the southerly line of said Lot 7, a distance of 120.00 feet to a 1/2" steel rod set for the northeast corner of said Hill Tract, common to the northeast corner of said Lot 6, and on the westerly line of Turtle Creek North Addition, Section Two, according to the plat thereof recorded in Volume 3, Page 116, said Plat Records;

Thence South 06°58'32" East, with the easterly line of said Hill Tract, and with the easterly line of said Lot 6, and with the easterly line of aforesaid Lot 5, and with the westerly line of said Turtle Creek North Addition, Section Two, a distance of 158.07 feet to a disturbed 1/2" steel rod found for the southeast corner of said Hill Tract, common to the northeast corner of aforesaid Acevedo Tract;

Thence South 83°01'28" West, with the southerly line of said Hill Tract, and with the northerly line of said Aceveda Tract, and crossing said Lot 5, a distance of 120.00 feet to the Point-of-Beginning and containing 0.435 acres (18,969 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 PART OF LOT 5 AND ALL OF LOT 6 IN BLOCK 1, CANYON CREEK ADDITION, SECTION TWO "B", an addition to the City of Sherman, Texas, was submitted to the City Council on the____day of _____ 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2022.

Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

Douglas W. Underwood
Registered Professional Land Surveyor, No. 4709

Date

ACCEPTANCE

Approved this _____ day of _____, 2022, by the City Planning Commission to the City of Sherman, Texas.

Chairman *Secretary*

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas *Date*

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0270F, effective date September 29, 2010.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT We, JEFF HILL & LAURA HILL, do hereby adopt this plat designating the hereinabove property as the REPLAT OF PART OF LOT 5 AND ALL OF LOT 6 IN BLOCK 1, CANYON CREEK ADDITION, SECTION TWO "B", an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2022.

JEFF HILL

LAURA HILL

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, JEFF HILL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

Notary Public in and for
the State of Texas
Commission Expires: _____

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, LAURA HILL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, JEFF HILL & LAURA HILL, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as REPLAT OF PART OF LOT 5 AND ALL OF LOT 6 IN BLOCK 1, CANYON CREEK ADDITION, SECTION TWO "B", 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 remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at REPLAT OF PART OF LOT 5 AND ALL OF LOT 6 IN BLOCK 1, CANYON CREEK ADDITION, SECTION TWO "B", an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS_____ DAY OF_____, 2022

BY: JEFF HILL

BY: LAURA HILL

REPLAT OF PART OF LOT 5 AND ALL OF LOT 6 IN BLOCK 1, CANYON CREEK ADDITION, SECTION TWO "B"

Being a part of the J.B. McAnair Survey, Abstract Number 763. Being in the City of Sherman, Grayson County, Texas. Containing 0.435 acres of land

04-18-22

OWNERS/DEVELOPER
JEFF HILL & LAURA HILL
2525 NANTUCKET DRIVE
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Jeff Hill & Laura Hill
2525 Nantucket Drive
Sherman, TX 75092

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat of Canyon Creek Addition, Section Two "B", Part Lot 5, all of Lot 6, Block 1 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 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 Nantucket Drive. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Remove Avigation Release from plat.
4. Metes and bounds do not match drawing on eastern boundary line. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Simplify Plat Name. Plat name must not exceed 20 characters in length. Sub-labels, i.e. "being a replat of…" do not count in the total character limit.
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. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 15.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

* **2525 NANTUCKET DRIVE**

The request of Jeff and Laura Hill (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property at 2525 Nantucket Drive, being part of J.B. McAnair Survey, Abstract No. 763 and being part of Lot 5 and all of Lot 6, block 1, Canyon Creek Addition, Section Two "B", containing 0.435 acres, as follows:

Planning and Zoning Commission

Replat approval for part of Lot 5 and all of Lot 6, Block 1, Canyon Creek Addition, Section Two "B".

Background:

The property is located at 2525 Nantucket Drive between Vancouver Place and West Lamberth Road and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one (1) lot for residential development.

The following has been approved for this location:

- March 22, 2022 - Variance under Ordinance No. 2280, Section 7, Subsection (1)(c)(4) to allow an accessory building 42' from the front property line in lieu of the required 60' in an R-1 (One-Family Residential) District.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Jeff and Laura Hill (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

27

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 7.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat approval of Cornerstone Addition, Block 2, Lot 4R, 6R, 9R1 being a replat of Lots 4, 5, 6, 7 and 9R, Block 2 Cornerstone Addition, being 5.250 acres in the J.B. McAnair Survey, Abstract No. 763 and being lots 4, 5,6 and 7, Block 2, Cornerstone Addition and being Lot 9R, Bock 2 of Replat of Cornerstone Addition; Jack Patel, P & N Sherman, LLC, Owner and Preston Trail Land Surveying, Surveyor (301-309 and 2608-2708 North Cornerstone Drive)

Issue:

To consider Replat approval of Cornerstone Addition, Block 2, Lot 4R, 6R, 9R1 being a replat of Lots 4, 5, 6, 7 and 9R, Block 2 Cornerstone Addition, being 5.250 acres in the J.B. McAnair Survey, Abstract No. 763 and being lots 4, 5,6 and 7, Block 2, Cornerstone Addition and being Lot 9R, Bock 2 of Replat of Cornerstone Addition; Jack Patel, P & N Sherman, LLC, Owner and Preston Trail Land Surveying, Surveyor (301-309 and 2608-2708 North Cornerstone Drive)

Background:

The property is located at 301-309 and 2608-2708 North Cornerstone Drive between North Travis Street and North Highway 75 and is zoned C-1 (Retail Business) District/O-1 (75 & 82) Overlay District. The owner would like to plat the property into three (3) lots for commercial development.

The following has been approved for this location:

- August 17, 2021 - 305 Cornerstone Drive - Exception to allow a 54.4’ tall Hampton Inn & Suites Hotel in lieu of the allowed 45 feet or 3 stories in height in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- August 17, 2021 - 305 Cornerstone Drive - Specific Use Permit to allow a Hampton Inn & Suites Hotel in a C-1 (Retail Business) District.
- February 17, 2009 - 309 Cornerstone Drive - Variance to allow a 4-story hotel with a height of 58' in a C-1 (Retail Business) District.
- February 17, 2009 - 309 Cornerstone Drive - Specific Use Permit to allow a hotel in a C-1 (Retail Business) District.

Origination:

Jack Patel, P & N Sherman, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter
P&Z Communication

---

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

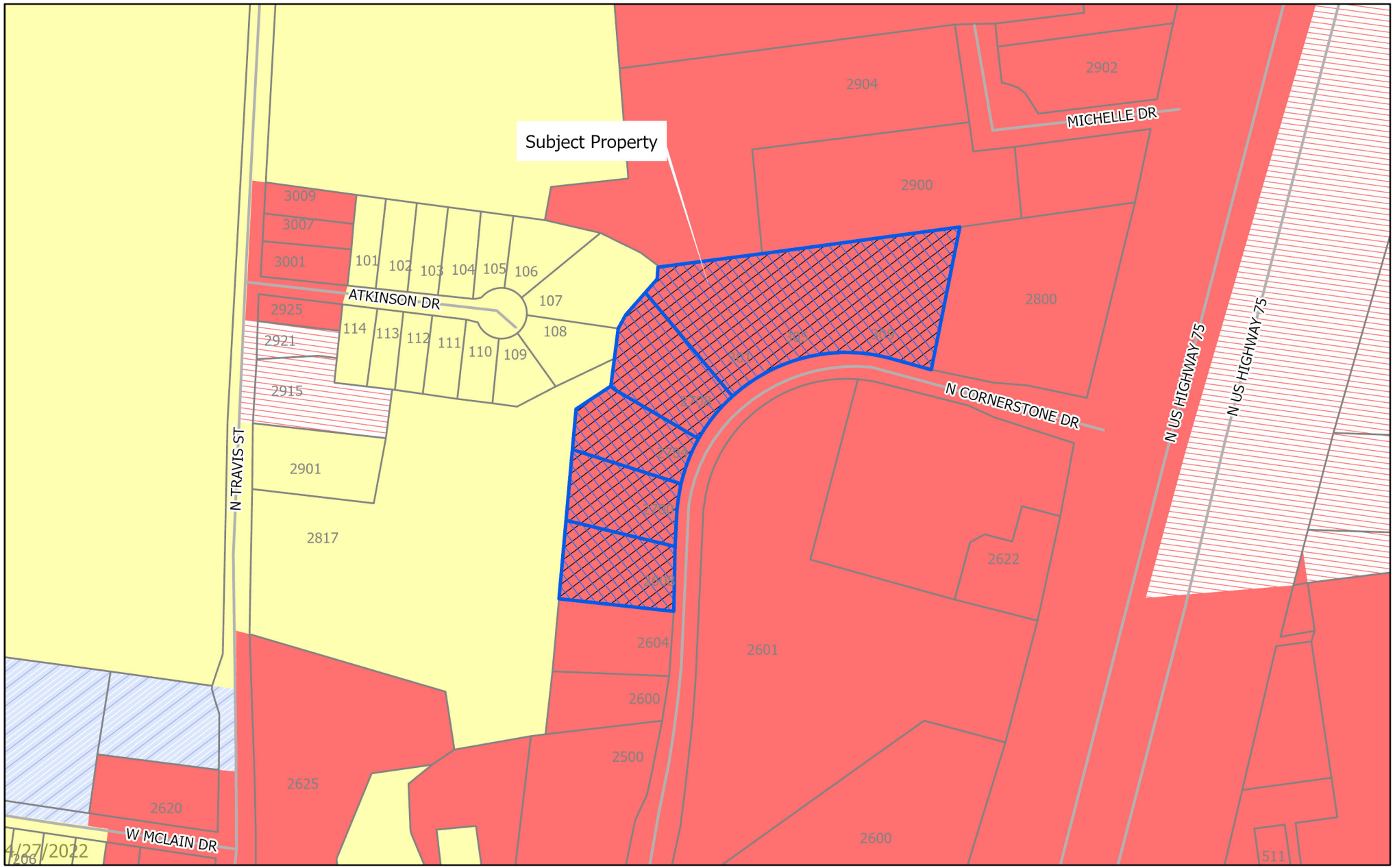
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(301-309 2608-2708 Cornerstone Dr)

N
W E
S

Date: 4/27/2022 11:26 AM

Scale: 1:2,420



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

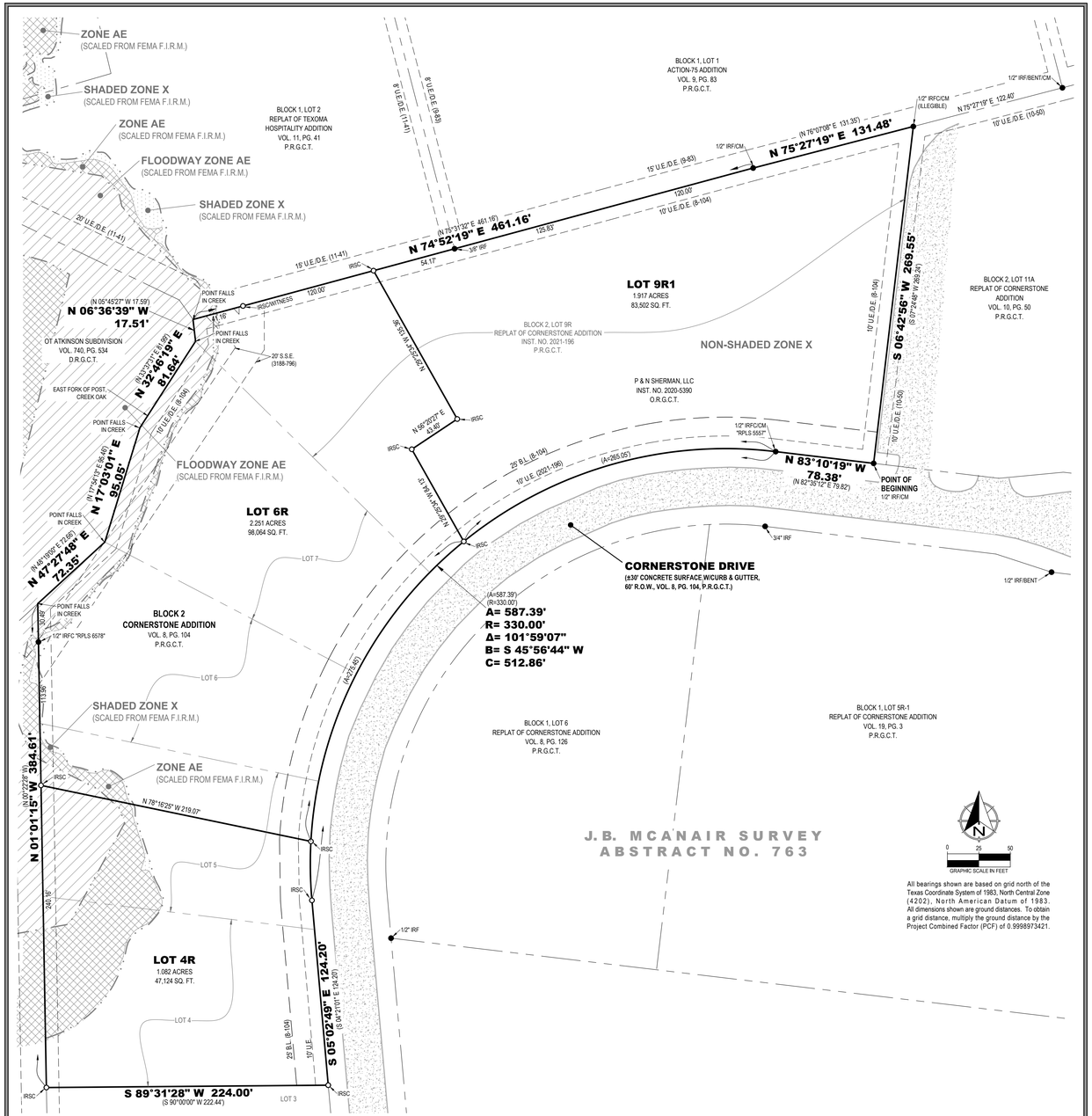
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(301-309 2608-2708 Cornerstone Dr)

N E S

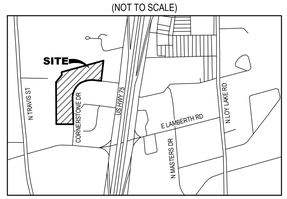
Scale: 1:3,020

Date: 4/27/2022 11:26 AM



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998973421.

VICINITY MAP
(NOT TO SCALE)



LEGEND

●	FOUND MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT	VOL., PG.	VOLUME, PAGE
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	B.L.	BUILDING LINE
IRF	IRON ROD FOUND	U.E.	UTILITY EASEMENT
IRFC	IRON ROD FOUND W/PLASTIC CAP	D.E.	DRAINAGE EASEMENT
CM	CONTROLLING MONUMENT	S.S.E.	SANITARY SEWER EASEMENT
( )	DEED OR PLAT CALL	———	BOUNDARY LINE
R.O.W.	RIGHT-OF-WAY	——— - - ———	ADJOINER LINE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	– – – – – –	EASEMENT
		— — — —	BUILDING LINE
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	//////////	ASPHALT

FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, preliminary date 07/24/2020, as provided by the City of Sherman, and that map indicates that portions of this property are within "Shaded Zone X" defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood."; "Zone AE" defined as "Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood with base flood elevations determined."; and within "Floodway Zone AE" defined as "The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights." as shown on Panel 0290 G of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. This flood information is preliminary and varies from the current effective flood zone information at time of platting.

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

REPLAT OF CORNERSTONE ADDITION
BLOCK 2, LOT 4R, 6R, 9R1
BEING A REPLAT OF LOTS 4, 5, 6, 7, and 9R, BLOCK 2
CORNERSTONE ADDITION
5.250 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
P & N Sherman, LLC
Jack Patel
1225 Baynes Drive
McKinney, TX 75071

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

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

TBPLS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=50' Date: 03/24/2022	Project No. 20-0010.4 Sheet No. 1 of 2

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS P & N SHERMAN, LLC is the owner of all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being Lots 4, 5, 6, 7 in Block 2 of Cornerstone Addition, according to the plat thereof recorded in Volume 8, Page 104, Plat Records, Grayson County, Texas, and being Lot 9R in Block 2 of Replat of Cornerstone Addition, according to the plat thereof recorded in Instrument No. 2021-196, said Plat Records, and being part of the tract of land described in the deed to P & N Sherman, LLC, recorded in Instrument No. 2020-5390, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of Lot 9R, common to the southwest corner of Lot 11A in Block 2 of the Replat of Cornerstone Addition, according to the plat thereof recorded in Volume 10, Page 50, said Plat Records, and on the northerly right-of-way line of Cornerstone Drive;

THENCE North 83°10'19" West, with the southerly line of said Lot 9R, and with the northerly right-of-way line of said Cornerstone Drive, a distance of 78.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found at the beginning of a curve to the left having a delta angle of 101° 59'07" a radius of 330.00 feet, and a chord bearing and distance of South 45° 56'44" West, 512.86 feet;

THENCE with the southerly line of said Lot 9R, and with the easterly lines of said Lot 7, Lot 6 and Lot 5, and with the northerly right-of-way line of said Cornerstone Drive, and with said curve to the left, an arc distance of 587.39 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for corner;

THENCE South 05°02'49" East, with the easterly line of said Lot 5, and with the easterly line of said Lot 4, and with the westerly right-of-way line of said Cornerstone Drive, a distance of 124.20 feet to a Capped Iron Rod set for the southeast corner said Lot 4, common to the northeast corner of Lot 3 in said Block 2 (8-104);

THENCE South 89°31'28" West, with the southerly line of said Lot 4, and with the northerly line of said Lot 3, a distance of 224.00 feet to a Capped Iron rod set for the southwest corner of said Lot 4, common to the northwest corner of said Lot 3, and on the easterly line of a called 8.6 acre tract of land described in the deed to E.W. Jones, recorded in Volume 220, Page 58, Deed Records, Grayson County, Texas.

THENCE North 01°01'15" West, with the westerly lines of said Lot 4, Lot 5 and Lot 6, and with the easterly line of said 8.6 acre tract, a distance of 384.61 feet to an angle point in said Lot 6, common to the northeast corner of said 8.6 acre tract, and on the easterly line of OT Atkins Subdivision, according to the plat thereof recorded in Volume 740, Page 534, said Deed Records, said point falls in a creek;

THENCE North 47°27'48" East, with the north westerly line of said Lot 6, and with the easterly line of said OT Atkins Subdivision, and in said creek, a distance of 72.35 feet to the northern-most northwest corner of said Lot 6, common to the southwest corner of Lot 7, said point falls in said creek;

THENCE North 17°03'01" East, with the westerly line of said Lot 7, and with the easterly line of said OT Atkins Subdivision, and in said creek, a distance of 95.05 feet to an angle point in said Lot 7, said point falls in said creek;

THENCE North 32°46'19" East, with a westerly line of said Lot 7, and with the easterly line of said OT Atkins Subdivision, and in said creek, a distance of 81.64 feet to the northwest corner of said Lot 7, common to the western-most northwest corner of aforesaid 9R;

THENCE North 06°36'39" West, with a westerly line of said Lot 9R, and with the easterly line of said OT Atkinson Subdivision, and in said creek, a distance of 17.51 feet to the northwest corner of said Lot 9R, common to the southern-most southwest corner of Lot 2 in Block 1 of the Replat of Texoma Hospitality Addition, according to the plat thereof recorded in Volume 11, Page 41, said Plat Records;

THENCE North 74°52'19" East, with the northerly line of said Lot 9R, and with the southerly line of said Lot 2, and with the southerly line of Lot 1 in Block 1 of Action-75 Addition, according to the plat thereof recorded in Volume 9, Page 83, said Plat Records, a distance of 461.16 feet to an angle point;

THENCE North 75°27'19" East, continuing with the northerly line of said Lot 9R, and continuing with the southerly line of said Lot 1, a distance of 131.48 feet to a 1/2-inch iron rod with an illegible cap found for the northeast corner of said Lot 9R, common to the northwest corner of aforesaid Lot 11A;

THENCE South 06°42'56" West, with the easterly line of said Lot 9R, and with the westerly line of said Lot 11A, a distance of 269.55 feet to the POINT OF BEGINNING and enclosing 5.250 acres (228,690 square feet) of land, more or less.

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 CORNERSTONE ADDITION, BLOCK 2, LOTS 4R, 6R & 9R1,** an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____ _____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **P & N SHERMAN, LLC**, does hereby adopt this plat designating the hereinbefore described property as **REPLAT OF CORNERSTONE ADDITION, BLOCK 2, LOTS 4R, 6R & 9R1**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: P & N SHERMAN, LLC

By: _____
Jignesh Patel

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Jignesh Patel**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20_____.

_____
Notary Public in and for the State of Texas

REPLAT OF CORNERSTONE ADDITION
BLOCK 2, LOT 4R, 6R, 9R1
BEING A REPLAT OF LOTS 4, 5, 6, 7, and 9R, BLOCK 2
CORNERSTONE ADDITION
5.250 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
P & N Sherman, LLC
Jack Patel
1225 Baynes Drive
McKinney, TX 75071

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

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903-786-6029

TBPLS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=50' Date: 03/24/2022	Project No. 20-0010.4 Sheet No. 2 of 2

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being Lots 4, 5, 6, 7 in Block 2 of Cornerstone Addition, according to the plat thereof recorded in Volume 8, Page 104, Plat Records, Grayson County, Texas, and being Lot 9R in Block 2 of Replat of Cornerstone Addition, according to the plat thereof recorded in Instrument No. 2021-196, said Plat Records, and being part of the tract of land described in the deed to P & N Sherman, LLC, recorded in Instrument No. 2020-5390, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of Lot 9R, common to the southwest corner of Lot 11A in Block 2 of the Replat of Cornerstone Addition, according to the plat thereof recorded in Volume 10, Page 50, said Plat Records, and on the northerly right-of-way line of Cornerstone Drive;

THENCE North 83°10'19" West, with the southerly line of said Lot 9R, and with the northerly right-of-way line of said Cornerstone Drive, a distance of 78.38 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS 5557" found at the beginning of a curve to the left having a delta angle of 101° 59'07" a radius of 330.00 feet, and a chord bearing and distance of South 45° 56'44" West, 512.86 feet;

THENCE with the southerly line of said Lot 9R, and with the easterly lines of said Lot 7, Lot 6 and Lot 5, and with the northerly right-of-way line of said Cornerstone Drive, and with said curve to the left, an arc distance of 587.39 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for corner;

THENCE South 05°02'49" East, with the easterly line of said Lot 5, and with the easterly line of said Lot 4, and with the westerly right-of-way line of said Cornerstone Drive, a distance of 124.20 feet to a Capped Iron Rod set for the southeast corner said Lot 4, common to the northeast corner of Lot 3 in said Block 2 (8-104);

THENCE South 89°31'28" West, with the southerly line of said Lot 4, and with the northerly line of said Lot 3, a distance of 224.00 feet to a Capped Iron rod set for the southwest corner of said Lot 4, common to the northwest corner of said Lot 3, and on the easterly line of a called 8.6 acre tract of land described in the deed to E.W. Jones, recorded in Volume 220, Page 58, Deed Records, Grayson County, Texas.

THENCE North 01°01'15" West, with the westerly lines of said Lot 4, Lot 5 and Lot 6, and with the easterly line of said 8.6 acre tract, a distance of 384.61 feet to an angle point in said Lot 6, common to the northeast corner of said 8.6 acre tract, and on the easterly line of OT Atkins Subdivision, according to the plat thereof recorded in Volume 740, Page 534, said Deed Records, said point falls in a creek;

THENCE North 47°27'48" East, with the north westerly line of said Lot 6, and with the easterly line of said OT Atkins Subdivision, and in said creek, a distance of 72.35 feet to the northern-most northwest corner of said Lot 6, common to the southwest corner of Lot 7, said point falls in said creek;

THENCE North 17°03'01" East, with the westerly line of said Lot 7, and with the easterly line of said OT Atkins Subdivision, and in said creek, a distance of 95.05 feet to an angle point in said Lot 7, said point falls in said creek;

THENCE North 32°46'19" East, with a westerly line of said Lot 7, and with the easterly line of said OT Atkins Subdivision, and in said creek, a distance of 81.64 feet to the northwest corner of said Lot 7, common to the western-most northwest corner of aforesaid 9R;

THENCE North 06°36'39" West, with a westerly line of said Lot 9R, and with the easterly line of said OT Atkinson Subdivision, and in said creek, a distance of 17.51 feet to the northwest corner of said Lot 9R,

common to the southern-most southwest corner of Lot 2 in Block 1 of the Replat of Texoma Hospitality Addition, according to the plat thereof recorded in Volume 11, Page 41, said Plat Records;

THENCE North 74°52'19" East, with the northerly line of said Lot 9R, and with the southerly line of said Lot 2, and with the southerly line of Lot 1 in Block 1 of Action-75 Addition, according to the plat thereof recorded in Volume 9, Page 83, said Plat Records, a distance of 461.16 feet to an angle point;

THENCE North 75°27'19" East, continuing with the northerly line of said Lot 9R, and continuing with the southerly line of said Lot 1, a distance of 131.48 feet to a 1/2-inch iron rod with an illegible cap found for the northeast corner of said Lot 9R, common to the northwest corner of aforesaid Lot 11A;

THENCE South 06°42'56" West, with the easterly line of said Lot 9R, and with the westerly line of said Lot 11A, a distance of 269.55 feet to the POINT OF BEGINNING and enclosing 5.250 acres (228,690 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

P & M Sherman, LLC
Attn: Jack Patel
1225 Baynes Dr.
McKinney, TX 75071

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Cornerstone Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 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. Simplify Plat Name. Plat name must not exceed 20 characters in length. Sub-labels, i.e. "being a replat of…" do not count in the total character limit.
3. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
4. Civil Engineering plans to be updated to reflect new plat shall be provided to the Engineering Department for re-review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
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. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

*** 301-309 AND 2608-2708 NORTH CORNERSTONE DRIVE**

The request of Jack Patel, P & N Sherman, LLC (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property at 301-309 and 2608-2708 North Cornerstone Drive, being 5.250 acres in the J.B. McAnair Survey, Abstract No. 763 and being lots 4, 5,6 and 7, Block 2, Cornerstone Addition and being Lot 9R, Bock 2 of Replat of Cornerstone Addition, as follows:

Planning and Zoning Commission

Replat approval of Cornerstone Addition, Block 2, Lot 4R, 6R, 9R1 being a replat of Lots 4, 5, 6, 7 and 9R, Block 2 Cornerstone Addition.

Background:

The property is located at 301-309 and 2608-2708 North Cornerstone Drive between North Travis Street and North Highway 75 and is zoned C-1 (Retail Business) District/O-1 (75 & 82) Overlay District. The owner would like to plat the property into three (3) lots for commercial development.

The following has been approved for this location:

- August 17, 2021 - 305 Cornerstone Drive - Exception to allow a 54.4’ tall Hampton Inn & Suites Hotel in lieu of the allowed 45 feet or 3 stories in height in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- August 17, 2021 - 305 Cornerstone Drive - Specific Use Permit to allow a Hampton Inn & Suites Hotel in a C-1 (Retail Business) District.
- February 17, 2009 - 309 Cornerstone Drive - Variance to allow a 4-story hotel with a height of 58' in a C-1 (Retail Business) District.
- February 17, 2009 - 309 Cornerstone Drive - Specific Use Permit to allow a hotel in a C-1 (Retail Business) District.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-1 (Retail Business) District

Origination:

Jack Patel, P & N Sherman, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

and

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 8.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval of Shawn MacDonald Addition, being 5.281 acres in the J.B. McAnair Survey, Abstract No. 763; Shawn and Dana MacDonald, Owners and Preston Trail Land Surveying, Surveyor (2412, 2450 and 2500 North Travis Street)

Issue:

To consider Final Plat approval of Shawn MacDonald Addition, being 5.281 acres in the J.B. McAnair Survey, Abstract No. 763; Shawn and Dana MacDonald, Owners and Preston Trail Land Surveying, Surveyor (2412, 2450 and 2500 North Travis Street)

Background:

The property is located at 2412, 2450 and 2500 North Travis Street, the southwest corner of West Lamberth Road and North Travis Street and is zoned a C-1 (Retail Business) District. The owner would like to plat the property into 3 lots for commercial development.

The following has been approved for this location:

- April 22, 2008 - 2412 North Travis - Zone Change from R-1 (One-Family Residential) District to C-1 (Retail Business) District.
- February 22, 2022 - 2450 North Travis - Specific Use Permit and site plan approval for Five Star Storage under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Self-Storage Facility in an C-1 (Retail Business) District.
- April 19, 2022 - 2412, 2450 and 2500 North Travis Street - Preliminary Plat approval of Shawn MacDonald Addition.Preliminary Plat approval of Shawn MacDonald Addition.

Origination:

Shawn MacDonald (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication

---

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

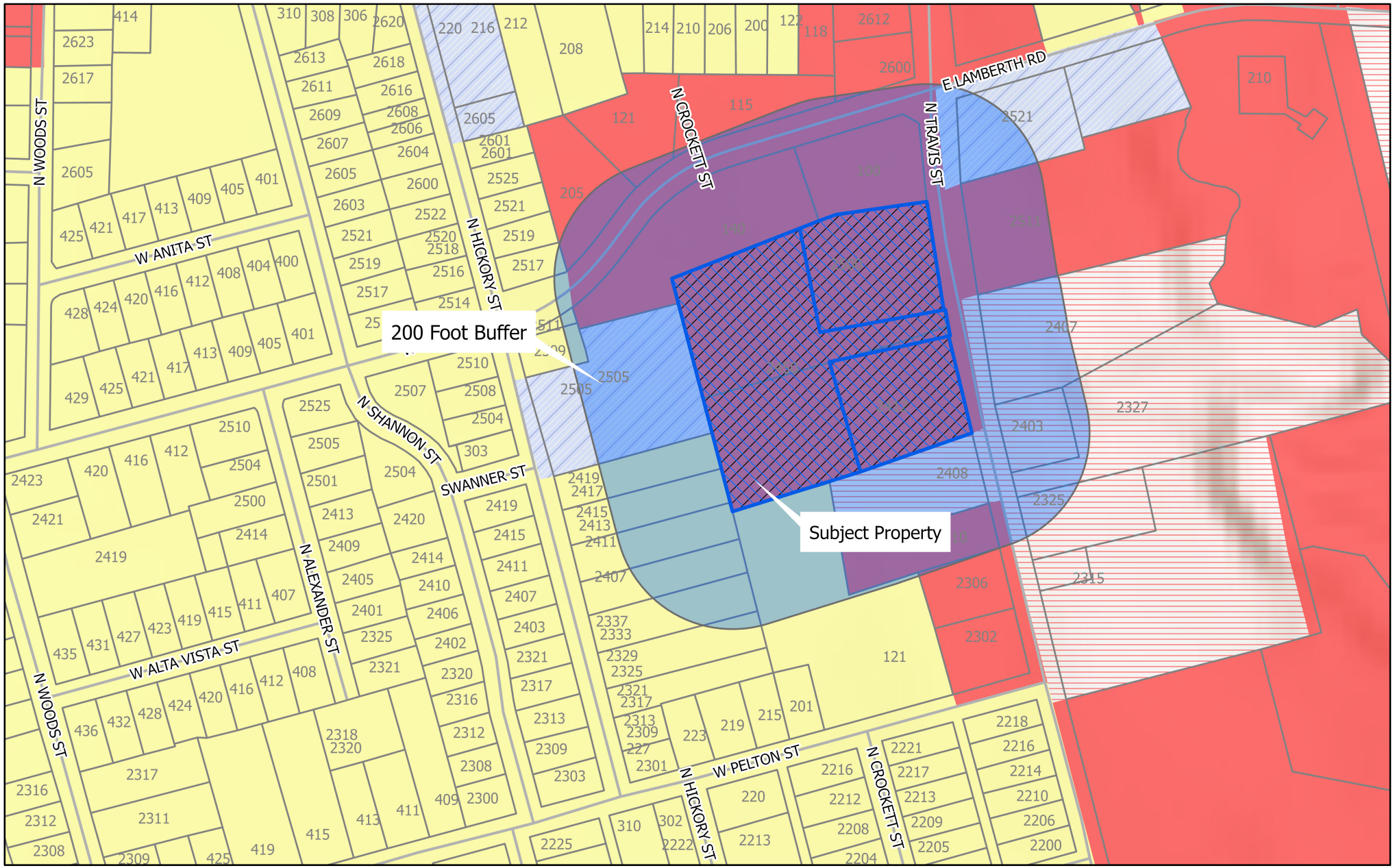
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(2412, 2450, 2500 N Travis St)

N
W E
S

Date: 4/4/2022 11:25 AM

Scale: 1:2,921



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

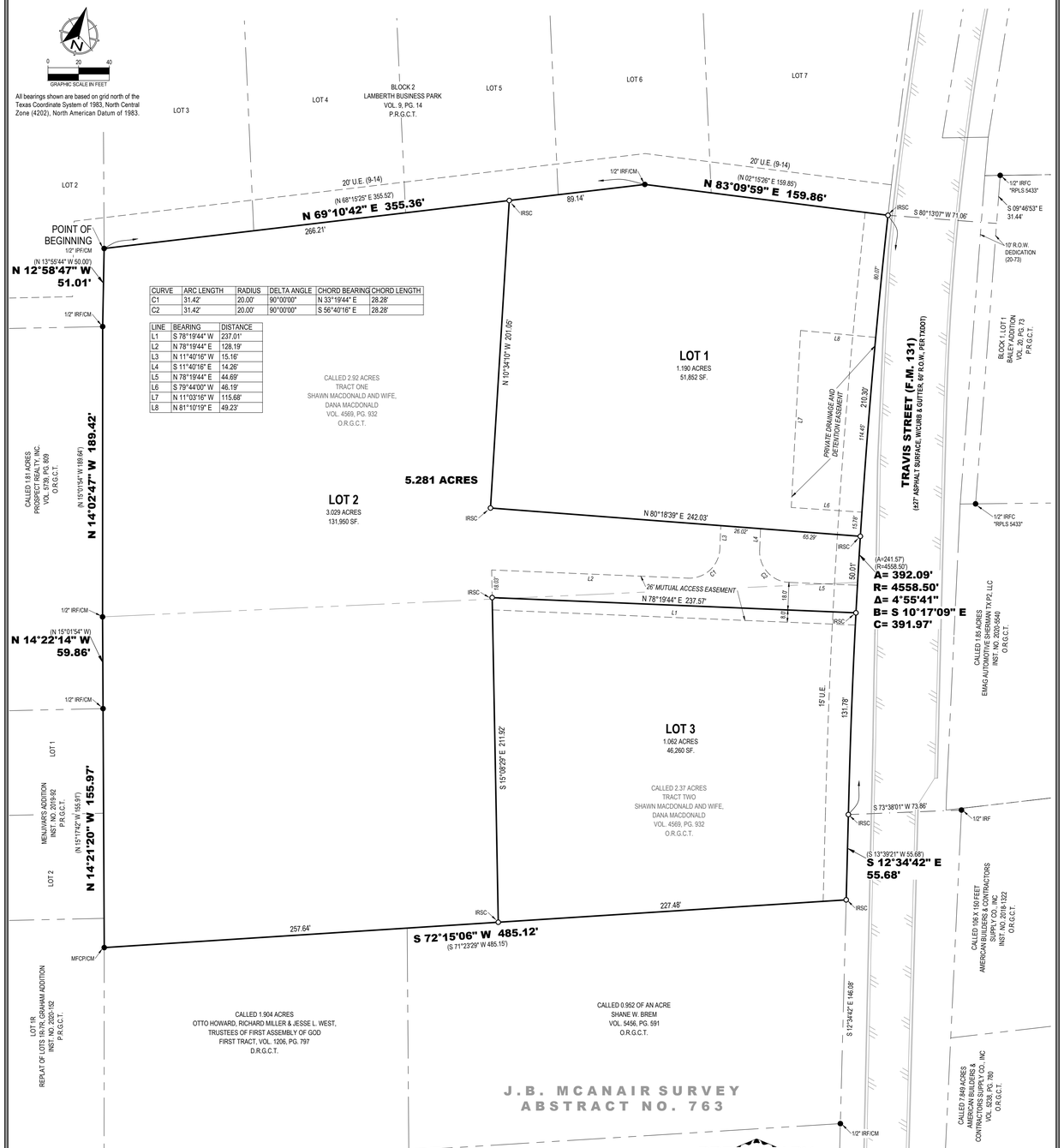
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels
- 200 Foot Buffer
- SubjectLocations_Buffer7

CITY OF SHERMAN
Zoning Location Map
(2412,2450,2500 N Travis St)

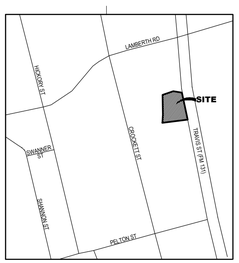
N
W E
S

Scale: 1:3,020

Date: 4/4/2022 11:25 AM



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



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

1. Private drainage and detention easements to be owned and maintained by property owner.

FLOOD STATEMENT:

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

LEGEND

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

OWNER/DEVELOPER:
Shawn and Dana MacDonald
2500 N Travis Street
Sherman, TX 75092

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

FINAL PLAT
SHAWN MACDONALD ADDITION
5.281 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

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

TBPLS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=40' Date: 04/19/2022	Project No. 22-0006.2 Sheet No. 1 of 2

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS **SHAWN MACDONALD AND DANA MACDONALD** are the owners of all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all a called 2.92 acre tract of land described as Tract One, and all of a called 2.37 acre tract of land described as Tract Two, both in the deed to Shawn MacDonald and wife, Dana MacDonald, recorded in Volume 4569, Page 932, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron pipe found for the northwest corner of said 2.92 acre tract, common to a re-entrant corner on the southerly line of Lamberth Business Park, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 9, Page 14, Plat Records of Grayson County, Texas;

THENCE North 69°10'42" East, with the northerly line of said 2.92 acre tract, and with the southerly line of said Lamberth Business Park, a distance of 355.36 feet to a 1/2-inch iron rod found for corner;

THENCE North 83°09'59" East, continuing with the northerly line of said 2.92 acre tract, and the southerly line of said Lamberth Business Park, a distance of 159.86 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 2.92 acre tract, and on the westerly right-of-way line of Travis Street (FM 131), and at the beginning of a non-tangent curve to the left having a delta angle of 4°55'41", a radius of 4558.50 feet, and a chord bearing and distance of South 10°17'09" East, 391.97 feet;

THENCE in a southerly direction, with the easterly line of said 2.92 acre tract, and with the easterly line of aforesaid 2.37 acre tract, and with the westerly right-of-way line of said Travis Street, and with said curve to the left, an arc distance of 392.09 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for corner;

THENCE South 12°34'42" East, continuing with the easterly line of aforesaid 2.37 acre tract, and the westerly right-of-way line of said Travis Street, a distance of 55.68 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southeast corner of said 2.37 acre tract, common to the northeast corner of a called 0.952 of an acre tract of land described in the deed to Shane W. Brem recorded in Volume 5456, Page 591, said Official Records;

THENCE South 72°15'06" West, with the southerly line of said 2.37 acre tract, and with the northerly line of said 0.952 acre tract, and with the northerly line of a called 1.904 acre tract of land described as First Tract in the deed to Otto Howard, Richard Miller, and Jesse L. West, Trustees of First Assembly of God, recorded in Volume 1206, Page 797, Deed Records of Grayson County, Texas, a distance of 485.12 feet to a metal fence corner post found for the southwest corner of said 2.37 acre tract, common to the northwest corner of said 1.904 acre tract, and on the easterly line of the Replat of Lots 1R-7R, Graham Addition, according to the plat thereof recorded in Instrument No. 2020-152, said Plat Records;

THENCE North 14°21'20" West, with the westerly line of said 2.37 acre tract, and with the easterly line of said Replat of Lots 1R-7R, Graham Addition, and with the easterly line of Menjivar's Addition, according to the plat thereof recorded in Instrument No. 2019-92, said Plat Records, a distance of 155.97 feet to a 1/2-inch iron rod found for the northeast corner of said Menjivar's Addition, common to the southeast corner of a called 1.81 acre tract of land described in the deed to Prospect Realty, Inc., recorded in Volume 5739, Page 809, said Official Records;

THENCE North 14°22'14" West, continuing with the westerly line of said 2.37 acre tract, and with the easterly line of said 1.81 acre tract, a distance of 59.86 feet to a 1/2-inch iron rod found for the northwest corner of said 2.37 acre tract, common to the southwest corner of aforesaid 2.92 acre tract;

THENCE North 14°02'47" West, with the westerly line of said 2.92 acre tract, and with the easterly line of said 1.81 acre tract, a distance of 189.42 feet to a 1/2-inch iron rod found for the northeast corner of said 1.81 acre tract, common to the southern-most southeast corner of aforesaid Lamberth Business Park;

THENCE North 12°58'47" West, continuing with the westerly line of said 2.92 acre tract, and with an easterly line of said Lamberth Business Park, a distance of 51.01 feet to the POINT OF BEGINNING and enclosing 5.281 acres (230,064 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **SHAWN MACDONALD AND DANA MACDONALD**, do hereby adopt this plat designating the hereinbefore described property as **SHAWN MACDONALD ADDITION**, an Addition to the City of Sherman, Grayson County, Texas, and do 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: SHAWN MACDONALD

_____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **SHAWN MACDONALD**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20_____.

_____
Notary Public in and for the State of Texas

BY: DANA MACDONALD

_____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **DANA MACDONALD**, 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 **SHAWN MACDONALD ADDITION,** an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **SHAWN MACDONALD AND DANA MACDONALD**, hereinafter called OWNER (whether one or more), are the owners of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as **SHAWN MACDONALD 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 **SHAWN MACDONALD 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: SHAWN MACDONALD

_____

Executed this ____ day of _____, 20___.

BY: DANA MACDONALD

_____

OWNER/DEVELOPER:
Shawn and Dana MacDonald
2500 N Travis Street
Sherman, TX 75092

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

FINAL PLAT
SHAWN MACDONALD ADDITION
5.281 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

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TBPLS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=40' Date: 04/19/2022	Project No. 22-0006.2 Sheet No. 2 of 2

BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being all a called 2.92 acre tract of land described as Tract One, and all of a called 2.37 acre tract of land described as Tract Two, both in the deed to Shawn MacDonald and wife, Dana MacDonald, recorded in Volume 4569, Page 932, Official Records of Grayson County, Texas, and being more particularly described as follows:

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THENCE North 14°22’14” West, continuing with the westerly line of said 2.37 acre tract, and with the easterly line of said 1.81 acre tract, a distance of 59.86 feet to a 1/2-inch iron rod found for the northwest corner of said 2.37 acre tract, common to the southwest corner of aforesaid 2.92 acre tract;

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THENCE North 12°58’47” West, continuing with the westerly line of said 2.92 acre tract, and with an easterly line of said Lamberth Business Park, a distance of 51.01 feet to the POINT OF BEGINNING and enclosing 5.281 acres (230,064 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Shawn & Dana MacDonald
2500 N. Travis St.
Sherman, TX 75092

David Baca
100 N. Travis St., Ste. 500
Sherman, TX 75090

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Shawn MacDonald Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate 20' Easement along existing gas line in Proposed Lot 2 as indicated on Preliminary Plat.
2. Show all gas easements on plat.
3. Verify requirements in reference to existing oil wells and pumping jacks.
4. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
5. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
6. 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. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 17.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

*** 2412, 2450 AND 2500 NORTH TRAVIS STREET**

The request of Shawn and Dana MacDonald (Owners) and Preston Trail Land Surveying (Surveyor) concerning the property at 2412, 2450 and 2500 North Travis Street, being 5.281 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Final Plat approval of Shawn MacDonald Addition.

Background:

The property is located at 2412, 2450 and 2500 North Travis Street, the southwest corner of West Lamberth Road and North Travis Street and is zoned a C-1 (Retail Business) District. The owner would like to plat the property into 3 lots for commercial development.

The following has been approved for this location:

- April 22, 2008 - 2412 North Travis - Zone Change from R-1 (One-Family Residential) District to C-1 (Retail Business) District.
- February 22, 2022 - 2450 North Travis - Specific Use Permit and site plan approval for Five Star Storage under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Self-Storage Facility in an C-1 (Retail Business) District.
- April 19, 2022 - 2412, 2450 and 2500 North Travis Street - Preliminary Plat approval of Shawn MacDonald Addition.Preliminary Plat approval of Shawn MacDonald Addition.

Adjacent Zoning:

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

Origination:

Shawn MacDonald (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

and

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 9.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat approval of Nazarene 1st Addition, being 14.597 acres in the J.B. McAnair Survey, Abstract No. 763 and the G.W. McGlothlin Survey, Abstract No. 828, and being part of Lots 1 and 2, Block 5, Laurel Creek Addition; First Church of the Nazarene of Sherman, Owner and Preston Trail Land Surveying, Surveyor (601 North FM 1417 (Heritage Parkway))

Issue:

To consider Replat approval of Nazarene 1st Addition, being 14.597 acres in the J.B. McAnair Survey, Abstract No. 763 and the G.W. McGlothlin Survey, Abstract No. 828, and being part of Lots 1 and 2, Block 5, Laurel Creek Addition; First Church of the Nazarene of Sherman, Owner and Preston Trail Land Surveying, Surveyor (601 North FM 1417 (Heritage Parkway))

Background:

The property is located at 601 North FM 1417 (Heritage Parkway) between West Houston and West Washington Streets. The property is zoned an R-1 (One Family Residential) District/O-1.1 (FM 1417) Overlay District and R-2 (Multi-Family Residential) District/O-1.1 (FM 1417) Overlay District. The owner would like to plat the property into 2 lots for commercial development.

The following has been approved for this location:

- April 13, 1993 - Specific Use Pemit to allow a church facility and parking in R-2 (Multi-Family Residential) District.
- April 20, 2021 - Exception to allow a prebuilt wood accessory building in lieu of the required masonry in an R-1 (One-Family Residential) District/R-2 (Multi-Family Residential) District/O-1.1 (FM Highway 1417) Overlay District.

Origination:

Nazarene of Sherman (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication

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dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(601 N FM 1417)

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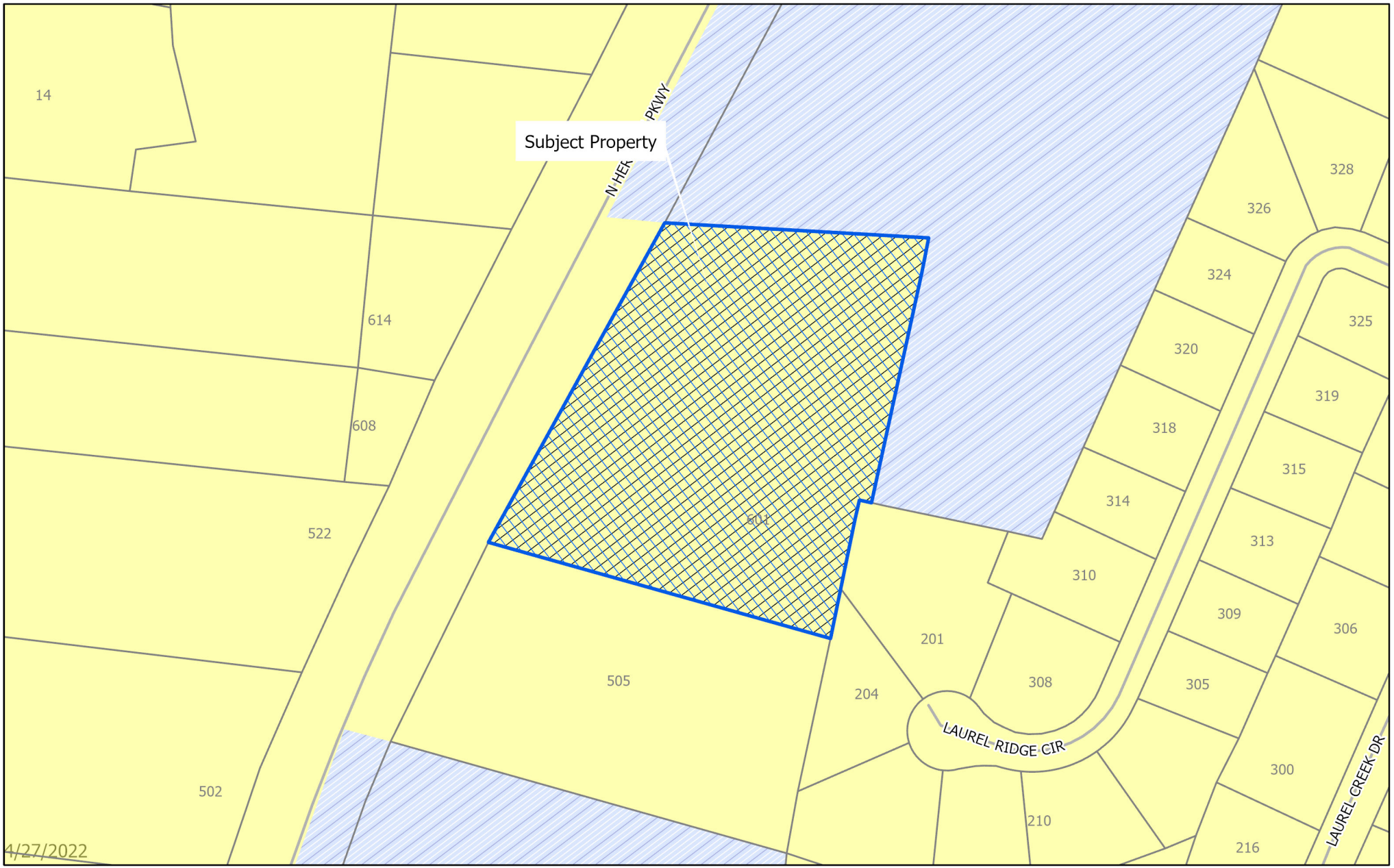
Date: 4/27/2022 11:26 AM

Scale: 1:3,781



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(601 N FM 1417)

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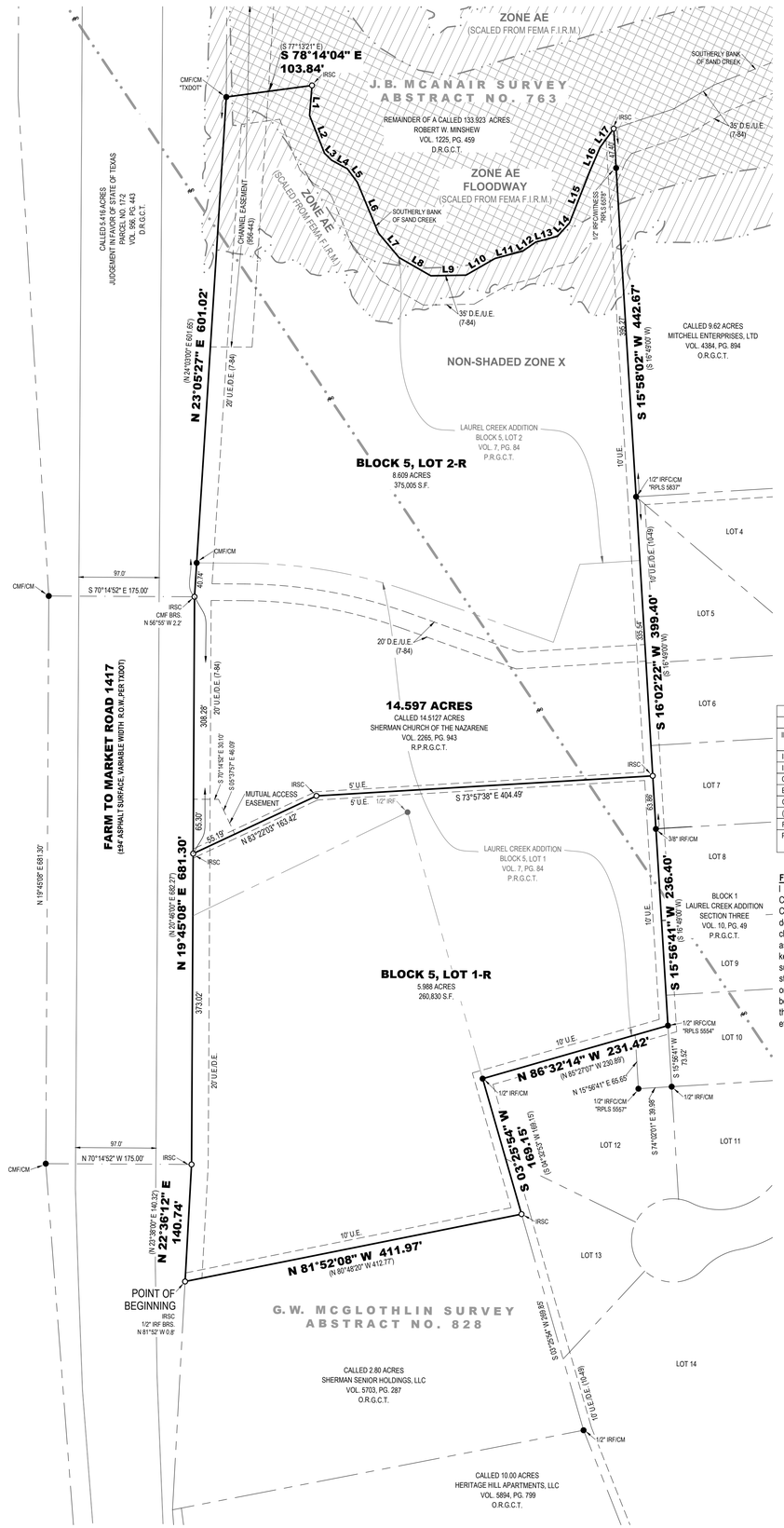
Scale: 1:1,933

Date: 4/27/2022 11:26 AM

601 N FM 1417 (Heritage Pkwy)


ZONE AE
(SCALED FROM FEMA F.I.R.M.)
J.B. MCANAIR SURVEY
ABSTRACT NO. 763
REMAINDER OF A CALLED 133.923 ACRES
ROBERT W. MINSHEW
VOL. 1225, PG. 459
D.R.G.C.T.
ZONE AE
FLOODWAY
(SCALED FROM FEMA F.I.R.M.)
NON-SHADED ZONE X
CALLED 9.62 ACRES
MITCHELL ENTERPRISES, LTD
VOL. 4384, PG. 894
O.R.G.C.T.
CALLED 5.416 ACRES
JUDGEMENT IN FAVOR OF STATE OF TEXAS
PARCEL NO. 17-2
VOL. 956, PG. 443
D.R.G.C.T.
CHANNEL EASEMENT
(956-443)
SOUTHERLY BANK
OF SAND CREEK
SOUTHERLY BANK
OF SAND CREEK
(S 77°13'21" E)
S 78°14'04" E
103.84'
CMF/CM
"TXDOT"
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BEING all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, and the G.W. McGlothlin Survey, Abstract No. 828, City of Sherman, Grayson County, Texas, and being part of Lots 1 and 2 in Block 5 of the Laurel Creek Addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 7, Page 84, Plat Records of Grayson County, Texas, and being a re-tracement survey of a called 14.5127 acre tract of land described in the deed to Sherman Church of the Nazarene recorded in Volume 2265, Page 943, Real Property Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the southwest corner of said 14.5127 acre tract, common to the northwest corner of a called 2.80 acre tract of land described in the deed to Sherman Senior Holdings, LLC, recorded in Volume 5703, Page 287, Official Records of Grayson County, Texas, and on the easterly line of a called 5.416 acre tract of land described as Parcel No. 17-2 in the Judgement in Favor of State of Texas recorded in Volume 956, Page 443, Deed Records of Grayson County, Texas, and on the easterly right-of-way line of Heritage Parkway (F.M. 1417);

THENCE in a northerly direction, with the westerly line of said 14.5127 acre tract, and with the easterly line of said 5.416 acre tract, and with the easterly right-of-way line of said Heritage Parkway, the following three (3) courses:

1. North 22°36'12" East, a distance of 140.74 feet to a Capped Iron Rod set for corner;
2. North 19°45'08" East, a distance of 681.30 feet to a Capped Iron Rod set for corner;
3. North 23°05'27" East, a distance of 601.02 feet to a TXDOT concrete right-of-way monument found for the northwest corner of said 14.5127 acre tract;

THENCE South 78°14'04" East, with the northerly line of said 14.5127 acre tract, a distance of 103.84 feet to a Capped Iron Rod set on the southerly bank of Sand Creek;

THENCE in an easterly direction, with the northerly line of said 14.5127 acre tract, and with the southerly bank of said Sand Creek, the following seventeen (17) courses:

1. South 24°09'05" West, a distance of 36.05 feet to a point for corner;
2. South 02°07'02" East, a distance of 48.99 feet to a point for corner;
3. South 26°08'10" East, a distance of 11.71 feet to a point for corner;
4. South 41°59'54" East, a distance of 21.60 feet to a point for corner;
5. South 17°06'23" East, a distance of 20.09 feet to a point for corner;
6. South 03°07'07" East, a distance of 66.04 feet to a point for corner;
7. South 20°40'09" East, a distance of 38.55 feet to a point for corner;
8. South 40°44'49" East, a distance of 43.89 feet to a point for corner;
9. South 71°34'02" East, a distance of 42.29 feet to a point for corner;
10. North 79°30'38" East, a distance of 40.03 feet to a point for corner;
11. South 85°20'45" East, a distance of 34.43 feet to a point for corner;
12. North 74°44'28" East, a distance of 19.12 feet to a point for corner;
13. South 85°27'39" East, a distance of 27.02 feet to a point for corner;
14. North 61°21'36" East, a distance of 21.58 feet to a point for corner;
15. North 40°58'07" East, a distance of 67.09 feet to a point for corner;

16. North 42°41'35" East, a distance of 30.78 feet to a point for corner;
17. North 55°27'48" East, a distance of 27.80 feet to a Capped Iron Rod set for the northeast corner of said 14.5127 acre tract, common to the northwest corner of a called 9.62 acre tract of land described in the deed to Mitchell Enterprises, LTD., recorded in Volume 4384, Page 894, said Official Records;

THENCE South 15°58'02" West, with the easterly line of said 14.5127 acre tract, and with the westerly line of said 9.62 acre tract, passing en route at a distance of 47.40 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found on line, and continuing on said course a total distance of 442.67 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5837" found for the southwest corner of said 9.62 acre tract, common to the northwest corner of the Laurel Creek Addition, Section Three, to the City of Sherman, according to the plat thereof recorded in Volume 10, Page 49, said Plat Records;

THENCE in a southerly direction, with the easterly line of said 14.5127 acre tract, and with the westerly line of said Laurel Creek Addition, Section Three, the following four (4) courses:

1. South 16°02'22" West, a distance of 399.40 feet to a 3/8-inch iron rod found for corner;
2. South 15°56'41" West, a distance of 236.40 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 5554" found for corner;
3. North 86°32'14" West, a distance of 231.42 feet to a 1/2-inch iron rod found for corner;
4. South 03°25'54" West, a distance of 169.15 feet to a Capped Iron Rod set for the southeast corner of said 14.5127 acre tract, common to the northeast corner of aforesaid 2.80 acre tract;

THENCE North 81°52'08" West, with the southerly line of said 14.5127 acre tract, and with the northerly line of said 2.80 acre tract, a distance of 411.97 feet to the POINT OF BEGINNING and enclosing 14.597 acres (635,835 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

First Church of the Nazarene Sherman
Attn: Mike Hastings
601 N. FM 1417
Sherman, TX 75092

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Nazarene 1st Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 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*
2. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
3. Remove Avigation Release from plat.
4. Privately owned and maintained detention in accordance with City criteria is required upon future development.
5. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lots prior to Building Permit being issued. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
6. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

9. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 18.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

* **601 NORTH FM 1417 (HERITAGE PARKWAY)**

The request of First Church of the Nazarene of Sherman (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property at 601 North FM 1417 (Heritage Parkway), being 14.597 acres in the J.B. McAnair Survey, Abstract No. 763 and the G.W. McGlothlin Survey, Abstract No. 828, and being part of Lots 1 and 2, Block 5, Laurel Creek Addition as follows:

Planning and Zoning Commission

Replat approval of Nazarene 1st Addition

Background:

The property is located at 601 North FM 1417 (Heritage Parkway) between West Houston and West Washington Streets. The property is zoned an R-1 (One Family Residential) District/O-1.1 (FM 1417) Overlay District and R-2 (Multi-Family Residential) District/O-1.1 (FM 1417) Overlay District. The owner would like to plat the property into 2 lots for commercial development.

The following has been approved for this location:

- April 13, 1993 - Specific Use Pemit to allow a church facility and parking in R-2 (Multi-Family Residential) District.
- April 20, 2021 - Exception to allow a prebuilt wood accessory building in lieu of the required masonry in an R-1 (One-Family Residential) District/R-2 (Multi-Family Residential) District/O-1.1 (FM Highway 1417) Overlay District.

Adjacent Zoning:

R-1 (One-Family Residential) District
R-2 (Multi-Family Residential) District

Origination:
Nazarene of Sherman (Owner)
Preston Trail Land Surveying (Surveyor)

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

and

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:
37

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 10.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final plat approval of Lot 1, Block A, Artisan Addition, being 10.30 acres in the Elizabeth Jones Survey, Abstract No. 625; Parish DC Investments, LLC, Owners; Siva Palchuru, Developer; and KAZ Surveying, Surveyor (3401 Steeple Chase Drive)

Issue:

To consider Final plat approval of Lot 1, Block A, Artisan Addition, being 10.30 acres in the Elizabeth Jones Survey, Abstract No. 625; Parish DC Investments, LLC, Owners; Siva Palchuru, Developer; and KAZ Surveying, Surveyor (3401 Steeple Chase Drive)

Background:

The property is located at 3401 Steeple Chase Drive, the northwest corner of Steeple Chase Drive and Southridge Lane. The property is zoned an R-2 (Multi-Family Residential) District. The owner would like to plat the property into 1 lot for residential development.

Origination:

Parish DC Investments, LLC (Owners)
Siva Palchuru (Developer)
KAZ Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(3401 Steeplechase Dr)

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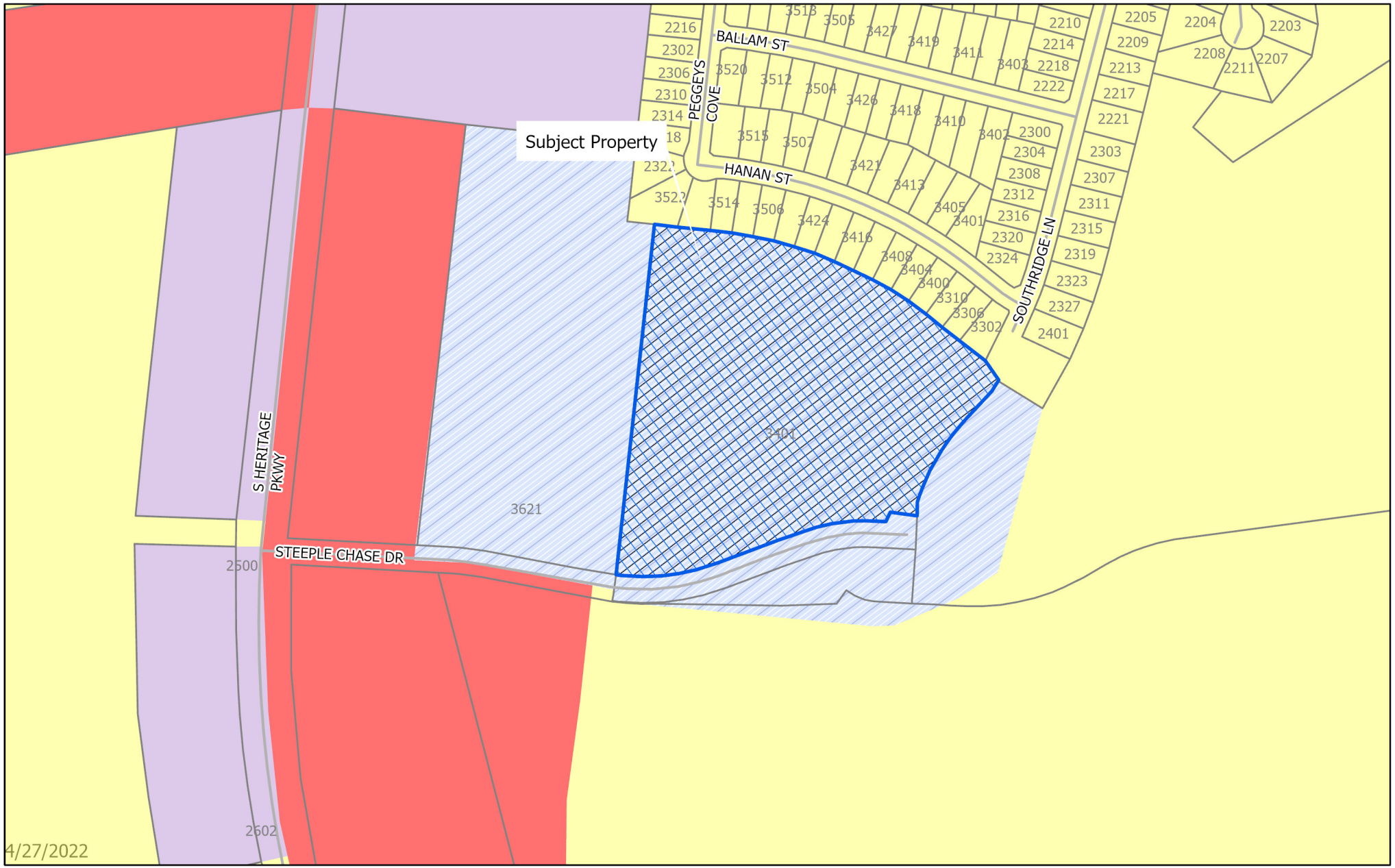
Date: 4/27/2022 11:26 AM

Scale: 1:3,781



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(3401 Steeplechase Dr)

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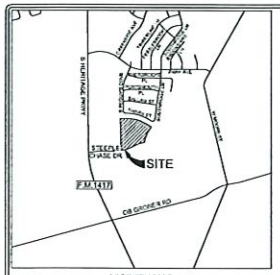
Scale: 1:3,603

Date: 4/27/2022 11:26 AM



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

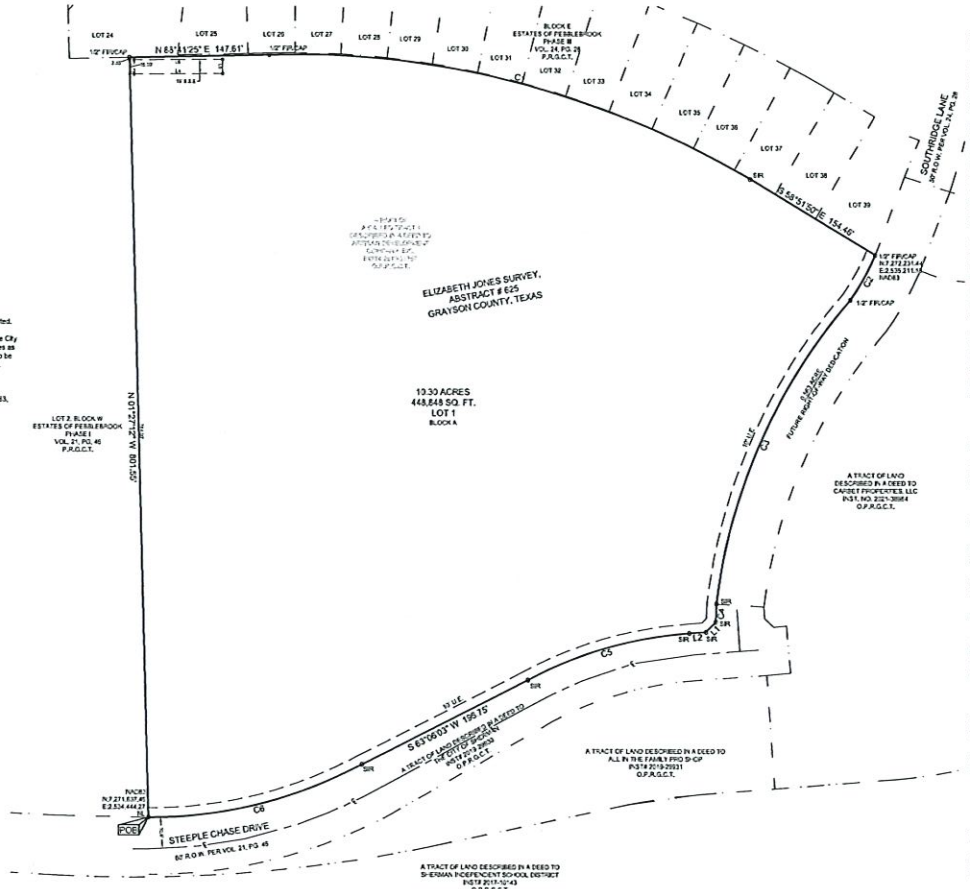
1. All corners are marked with capped 1/2" iron rods stamped "KAZ" unless otherwise noted.

2. FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, community number 485509 effective date 09-29-2010 and that map indicates as scaled, that this property is within Non-Shaded Zone X' defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on panel 400 F of said map.

3. The purpose of this final plat is to create one (1) lot from a previously unplatted tract.

4. NOTE: Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based on the North American Datum of 1983, 2011 adjustment.

5. This property is currently zoned R-2 (Multi-Family Residential).



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	555.57'	530.65'	524.09'	S 75°32'39" E	31°48'55"
C2	275.00'	54.25'	54.16'	S 28°52'57" W	11°18'06"
C3	594.35'	356.30'	350.83'	S 23°48'59" W	34°15'04"
C4	420.00'	19.40'	19.40'	S 02°11'59" W	2°38'48"
C5	425.00'	178.88'	177.54'	S 73°47'02" W	24°06'44"
C6	470.00'	234.22'	231.80'	S 75°55'15" W	28°33'08"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 44°21'42" W	14.54'
L2	S 85°45'23" W	17.64'

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS; ARTISAN DEVELOPMENT COMPANY, INC. is the owner of all that certain lot, tract, or parcel of land lying in the Elizabeth Jones Survey, Abstract Number 625 and also being a part of a called Tract 1, described in a deed to Artisan Development Company, Inc., recorded in Instrument Number 2019-21767, Official Public Records, Grayson County, Texas, and being all of a called 0.757 acre tract, described in a deed to Artisan Development Company, Inc., recorded in Instrument Number 2021-5516, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a nail found for the Southwest corner of the herein described tract, same being the Southeast corner of Lot 2, Block W, Estates of Pebblebrook, Phase I, recorded in Volume 21, Page 45, Plat Records, Grayson County, Texas;

THENCE North 01 degree 27 minutes 12 seconds West, along the common line of said herein described tract and said Lot 2, a distance of 801.55 feet to a capped 1/2 inch iron rod found for the Northwest corner of said herein described tract, same being the Northeast corner of said Lot 2;

THENCE North 88 degrees 41 minutes 25 seconds East, departing said common line, a distance of 147.61 feet to a capped 1/2 inch iron rod found for the beginning of a curve to the right;

THENCE along said curve to the right, whose chord bears South 75 degrees 32 minutes 39 seconds East, 524.05 feet, having a radius of 555.57 feet, and an arc length of 530.65 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING";

THENCE South 58 degrees 51 minutes 50 seconds East, a distance of 154.46 feet to a capped 1/2 inch iron rod found for the Northeast corner of said herein described tract, same being the beginning of a curve to the right;

THENCE along said curve to the right, whose chord bears South 28 degrees 52 minutes 57 seconds West, 54.16 feet, having a radius of 275.00 feet, and an arc length of 54.25 feet to a capped 1/2 inch iron rod found for the beginning of a curve to the left;

THENCE along said curve to the left, whose chord bears South 23 degrees 48 minutes 59 seconds West, 350.03 feet, having a radius of 594.35 feet, and an arc length of 355.30 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the beginning of a curve to the left;

THENCE along said curve to the left, whose chord bears South 02 degrees 11 minutes 59 seconds West, 19.40 feet, having a radius of 420.00 feet, and an arc length of 19.40 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the Southeast corner of said herein described tract, same being in the North right of way line of Steeple Chase Drive;

THENCE South 44 degrees 21 minutes 42 seconds West, along said North right of way line, a distance of 14.54 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING";

THENCE South 85 degrees 45 minutes 23 seconds West, continuing along said North right of way line, a distance of 17.64 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the beginning of a curve to the left;

THENCE continuing along said North right of way line and along said curve to the left, whose chord bears South 73 degrees 47 minutes 02 seconds West, 177.54 feet, having a radius of 425.00 feet, and an arc length of 178.88 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING";

THENCE South 63 degrees 06 minutes 03 seconds West, continuing along said North right of way line, a distance of 196.75 feet to a capped 1/2 inch iron rod set stamped "KAZ SURVEYING" for the beginning of a curve to the right;

THENCE continuing along said North right of way line and along said curve to the right, whose chord bears South 75 degrees 55 minutes 15 seconds West, 231.80 feet, having a radius of 470.00 feet, and an arc length of 234.22 feet to the POINT OF BEGINNING and containing 448,848 square feet or 10.30 acres of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE KNOW BY ALL MEN BY THESE PRESENTS:

THAT, Artisan Development Company, Inc., does hereby adopt this plat designating the herein described property as Artisan Addition, City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever the streets and easement for the same purpose and consideration expressed hereon.

_____
Owner, Artisan Development Company, Inc. Date

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

Witness my hand and seal of office this _____ day of _____, 2022

_____
Notary Public in and for the State of Texas
Denton County
My commission expires on _____.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, Kenneth A. Zollinger, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with a capped 1/2 inch iron rod stamped "KAZ SURVEYING" under my direction and supervision in accordance with the City of Sherman, Grayson County, Texas.

FOR REVIEW ONLY

_____
Kenneth A. Zollinger R.P.L.S. # 5512 Date

FOR REVIEW ONLY

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Kenneth A. Zollinger, 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 _____ day of _____, 2022

_____
Notary Public in and for the State of Texas
Denton County
My commission expires on _____.

Accepted by the City Council of the City of Sherman:

_____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of Artisan 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 an 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

LEGEND

R.O.W. = RIGHT-OF-WAY
POB = POINT OF BEGINNING
FIR/CAP = CAPPED IRON ROD FOUND
S/R = CAPPED IRON ROD SET
NL = NAIL FOUND
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T. = PLAT RECORDS GRAYSON COUNTY TEXAS
B.L. = BUILDING LINE
———℄——— = CENTERLINE OF ROAD

SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

OWNER:
ARTISAN DEVELOPMENT COMPANY, INC.
3928 MAGGIE'S MEADOW
DENTON, TEXAS 76210

KAZ SURVEYING
TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER
DENTON, TX 76205
(940) 382-3446
JOB NUMBER: 220512-02
DRAWN BY: MLB
DATE: 04-20-2022
R.P.L.S.
KENNETH A. ZOLLINGER

FINAL PLAT
LOT 1, BLOCK A
ARTISAN ADDITION

BEING 10.30 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NUMBER 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Artisan Development Company, Inc.
3928 Maggie's Meadow
Denton, TX 76210

Kaz Surveying, Inc.
1720 Westminster St.
Denton, TX 76205

Dear Applicants,

The request for approval of the Final Plat of Lot 1, Block A, Artisan Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 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. Right of Way for extension of Southridge Lane to be removed from plat.
3. Dedicate a 15' Sanitary Sewer Easement around existing sewer main in Northwest corner of subject property. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Verify location of sewer in Northwest corner of lot. Extend easement to property line or remove from plat if sewer main does not lie within propose lot.
5. Final Plat layout does not meet standard. Coordinate with Engineering Department for examples. *Code of Ordinances Chapter 10.05, Section 6*
6. Final plat layout and signature blocks must meet standard. *Code of Ordinances Chapter 10.05, Section 6*
7. Sanitary Sewer main may need to be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
8. Internal water and sewer lines will be privately owned and maintained.
9. 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.*
10. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

*** 3401 STEEPLE CHASE DRIVE**

The request of Parish DC Investments, LLC (Owners), Siva Palchuru (Developer) and KAZ Surveying (Surveyor) concerning the property at 3401 Steeple Chase Drive, being 10.30 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Final plat approval of Lot 1, Block A, Artisan Addition.

Background:

The property is located at 3401 Steeple Chase Drive, the northwest corner of Steeple Chase Drive and Southridge Lane. The property is zoned an R-2 (Multi-Family Residential) District. The owner would like to plat the property into 1 lot for residential development.

Adjacent Zoning:

R-1 (One-Family Residential) District
R-2 (Multi-Family Residential) District

Origination:

Parish DC Investments, LLC (Owners)
Siva Palchuru (Developer)
KAZ Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Multi-Family – Multi-Family residential consists of residential apartment buildings and duplexes, in which the lot carries very similar characteristics as Auto-Urban Single-Family. The parking requirements mandate that the automobile becomes an important feature of the landscape.

Number of notices mailed:
Not Required.

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 11.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final plat approval Garcia Lamar Addition, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808; Heriberto Munoz Garcia, Owner and Helvey-Wagner Surveying, Inc., Surveyor (1530 East Lamar Street)

Issue:

To consider Final plat approval Garcia Lamar Addition, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808; Heriberto Munoz Garcia, Owner and Helvey-Wagner Surveying, Inc., Surveyor (1530 East Lamar Street)

Background:

The property is located at 1530 East Lamar Street, the southwest corner of East Lamar Street and South Loving Avenue. The property is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into 2 lots for residential development.

The following has been approved for this location:

- March 22, 2022 - Preliminary Plat of Garcia Lamar Addition.

Origination:

Heriberto Munoz Garcia (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication

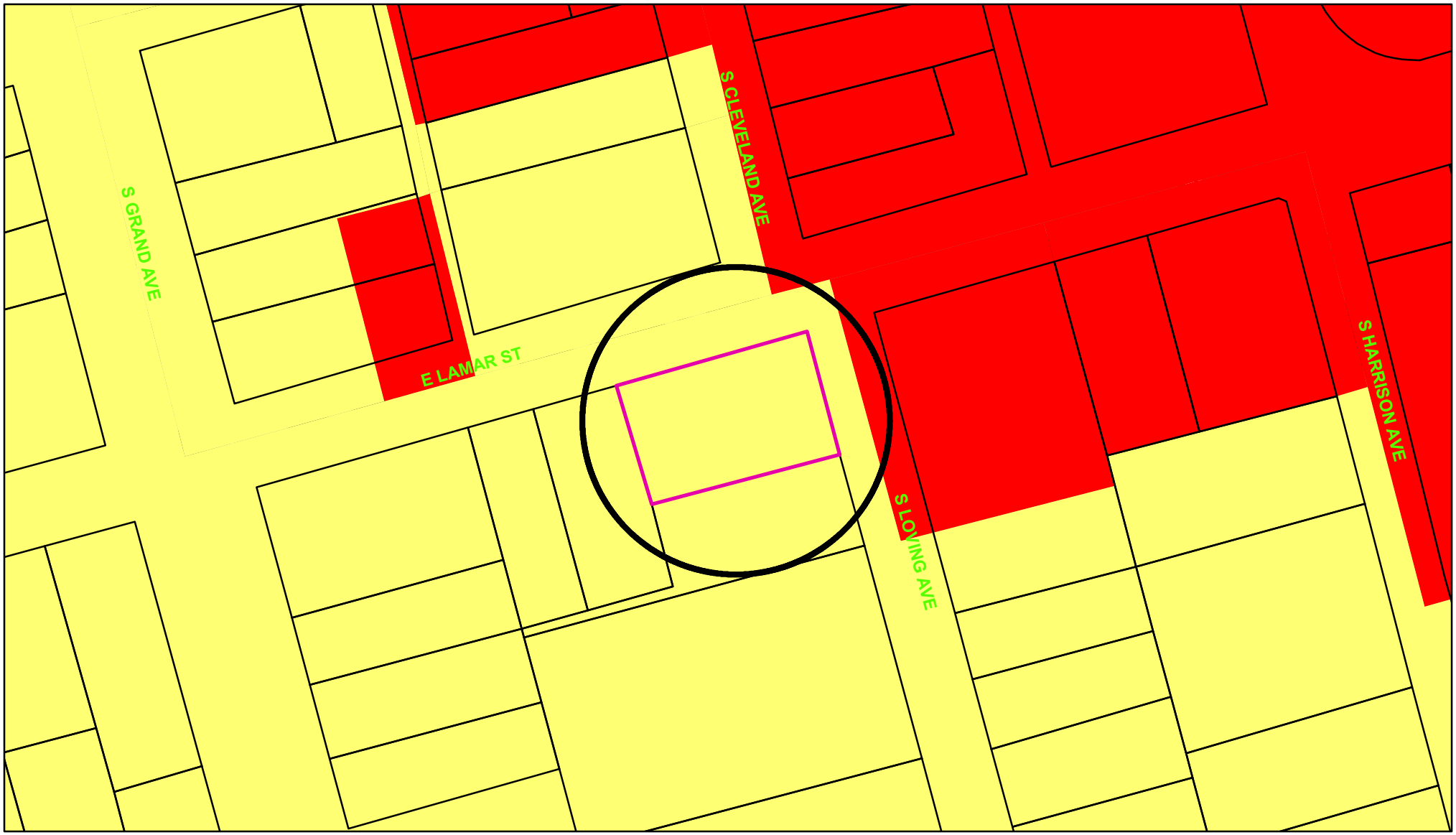
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

1530 East Lamar Street

NOT TO SCALE

1 in = 100 ft



Zoning - 1530 East Lamar Street

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Raybum Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

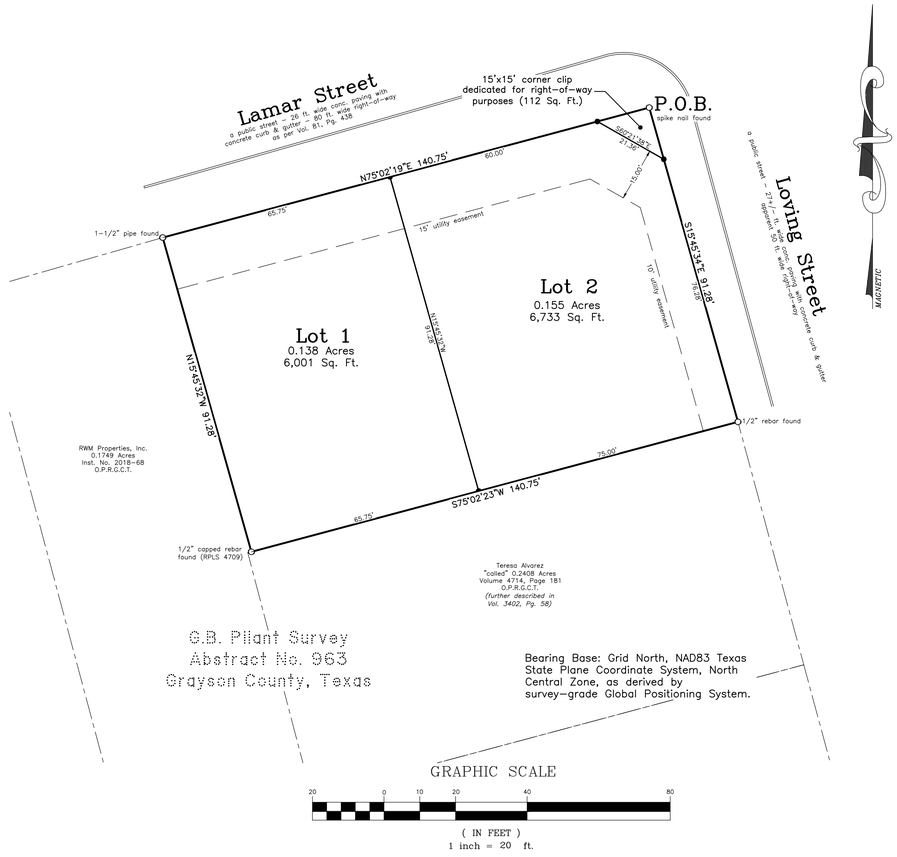
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 100 ft



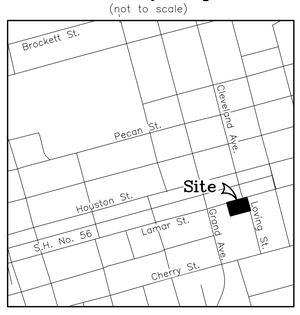
Garcia Lamar Addition
to the
City of Sherman
Grayson County, Texas

0.295 Acres
in the
G.B. Pilant Survey
Abstract No. 963

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 Electric Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)



Job No. CGS270422

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Heriberto Munoz Garcia
902 S Throckmorton Street
Sherman, Texas 75090

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, and being a part of the "called" 113.50 ft. by 145 ft. tract of land conveyed by General Warranty Deed from Grayson County Juvenile Alternatives, Incorporated to Heriberto Munoz Garcia on October 6, 2021, as recorded in Instrument No. 2021-34005, Official Public Records, Grayson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a spike nail found at the intersection of Lamar Street, generally an East-West street, and Loving Street, generally a North-South street, at the Northeast corner of both said Garcia tract and the herein described tract;

THENCE South 15 deg. 45 min. 34 sec. East, with the West right-of-way line of said Loving Street, a distance of 91.28 ft. to a 1/2 inch rebar found at the Southeast corner of the herein described tract and the Northeast corner of the Teresa Alvarez "called" 0.2408 acres, as recorded in Volume 4714, Page 181, said Official Public Records (better described as 0.25 acres in Volume 3402, Page 58, said Official Public Records);

THENCE South 75 deg. 02 min. 23 sec. West, with the North line of said Alvarez 0.25 ac., a distance of 140.75 ft. to a 1/2 inch capped rebar found (RPLS 4709) at a Southeast corner of the RWM Properties, Inc. 0.1749 acre tract of land as recorded in Instrument No. 2018-68, said Official Public Records and the Southwest corner of the herein described tract;

THENCE North 15 deg. 45 min. 32 sec. West, with the most Easterly line of said RMW Properties 0.1749 ac., a distance of 91.28 ft. to a 1-1/2 inch pipe found lying in the South right-of-way line of said Lamar Street, at the Northeast corner of said RWM Properties 0.1749 ac. and the Northwest corner of the herein described tract;

THENCE North 75 deg. 02 min. 19 sec. East, with the South right-of-way line of said Lamar Street and the North line of said Garcia tract, a distance of 140.75 ft. to the **PLACE OF BEGINNING** and containing **0.295 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, Heriberto Munoz Garcia, sole owner of Final Plat of Garcia Lamar Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____
Heriberto Munoz Garcia

AVIGATION RELEASE

WHEREAS, Heriberto Munoz Garcia, 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 Preliminary Plat of Garcia Lamar 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 Garcia Lamar Addition an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By:_____

By: Heriberto Munoz Garcia, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Heriberto Munoz Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Final plat of Garcia Lamar Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final Plat of Garcia Lamar Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final Plat of Garcia Lamar Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Garcia Lamar Addition
to the
City of Sherman
Grayson County, Texas

0.295 Acres
in the
G.B. Pilant Survey
Abstract No. 963

Job No. CGS270422

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Heriberto Munoz Garcia
902 S Throckmorton Street
Sherman, Texas 75090

Z:\Shared Projects\Land Projects R2\1530-E-Lamar-Street-Sherman\Civil 3D\Replat.dwg 4/18/2022 10:37 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Heriberto Munoz Garcia
902 S. Throckmorton St.
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Garcia Lamar Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approach for proposed Lot 2 shall be off of Loving Street and located in the southern portion of proposed Lot 2.
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. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lots 1 & 2 prior to Building Permit being issued for proposed Lots 1 & 2. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
5. Indicate the width of the right-of-way and pavement for streets shall be shown on the plat by locating found monuments.
6. Dedicate appropriate Right of Way along Loving Street to establish a 50' Right of Way.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

9. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 21.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

*** 1530 EAST LAMAR STREET**

The request of Heriberto Munoz Garcia (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor), concerning the property at 1530 East Lamar Street being 0.295 acres in the G.B. Pilant Survey, Abstract Number 963, as follows:

Planning and Zoning Commission

Final plat approval Garcia Lamar Addition.

Background:

The property is located at 1530 East Lamar Street, the southwest corner of East Lamar Street and South Loving Avenue. The property is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into 2 lots for residential development.

The following has been approved for this location:

- March 22, 2022 - Preliminary Plat of Garcia Lamar Addition.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Heriberto Munoz Garcia (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 12.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat approval of Friends of Own Decoy Estates, Phase Two in the City of Sherman's Extra Territorial Jurisdiction (ETJ), , being 5.297 acres, and being a part of the Joseph Deaver Survey, Abstract No. 359, and being Lot 1, Friends of Own Decoy Estates; Own DeCoy Holdings, LLC and Clois Carrol Wade, Owners and Helvey-Wagner Surveying, Inc., Surveyor (543, 563, 581 and 583 North Friendship Road)

Issue:

To consider Replat approval of Friends of Own Decoy Estates, Phase Two in the City of Sherman's Extra Territorial Jurisdiction (ETJ), being 5.297 acres, and being a part of the Joseph Deaver Survey, Abstract No. 359, and being Lot 1, Friends of Own Decoy Estates; Own DeCoy Holdings, LLC and Clois Carrol Wade, Owners and Helvey-Wagner Surveying, Inc., Surveyor (543, 563, 581 and 583 North Friendship Road)

Background:

The property is located at 543, 563, 581 and 583 North Friendship Road between Elliott Road and West Washington Street in Sherman's Extra Territorial Jurisdiction (ETJ). The owner would like to plat the property into 2 lots for residential development.

Origination:

Own DeCoy Holdings, LLC and Clois Carrol Wade (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Replat
Staff Review Letter
P&Z Communication

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

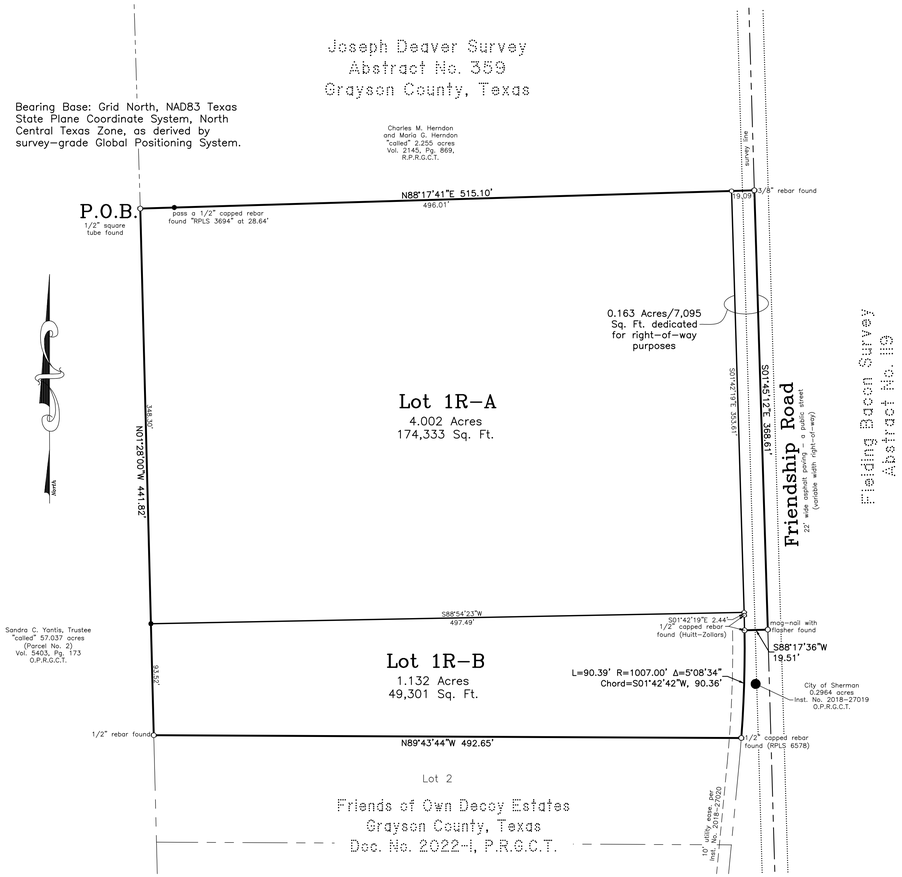
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(543, 563, 581, 583 N Friendship Rd)

N
W E
S

Date: 4/28/2022 11:02 AM

Scale: 1:2,887



Friends of Own Decoy Estates, Phase Two

(being a Replat of Lot 1, Friends of Own Decoy Estates and an adjoining tract lying North of and adjacent to said Lot 1)

to

Grayson County, Texas

5.297 Acres

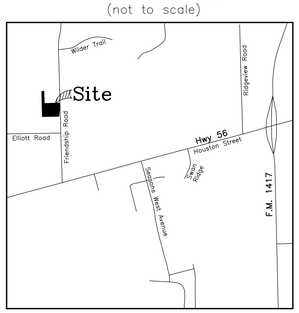
in the

Joseph Deaver Survey Abstract No. 356

General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by an on-site sewage system approved by Grayson County.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0270 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)



Job No. CGS330422

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner (Lot 1R-B)
Own Decoy Holdings, LLC
1312 W. Shepherd Drive
Sherman, TX 75092

Owner (Lot 1R-A)
Clois Carrol Wade
P.O. Box 601
Sherman, Texas 75091

Z:\Shared Projects\Land Projects R2\603-N-Friendship-Rd-Sherman\dwg\Replat-Lot-1-Wade Property.dwg 4/20/2022 9:26 AM

FIELD NOTES

SITUATED in the County of Grayson, State of Texas, being a part of the Joseph Deaver Survey, Abstract No. 359, being all of the 4.12 acres of land conveyed by General Warranty Deed from Caterina Dora Wade to Clois Carroll Wade on March 24, 2006 and recorded in Volume 4029, Page 610, Official Public Records, Grayson County, Texas, and all of Lot 1, Friends of Own Decoy Estates, an addition to Grayson County, Texas as per plat of record in Doc. No. 2022-1, Plat Records, Grayson County, Texas and being more particularly described as one tract of land by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch square tube found at the Southwest corner of the Charles M. Herndon and Maria G. Herndon "called" 2.255 acre tract of land conveyed in Volume 2145, Page 869, Real Property Records, Grayson County, Texas and the Northwest corner of both said Lot 1 and the herein described tract;

THENCE North 88 deg. 17 min. 41 sec. East, with the South line of said Herndon 2.255 ac. and a North line of said Lot 1, passing a 1/2 inch capped rebar found (RPLS 3694) at 28.64 ft. at the most Northern Northeast corner of said Lot 1 and the Northwest corner of said Wade 4.12 ac., continuing on now with the North line of said Wade 4.12 ac. for a total distance of 515.10 ft. to a 3/8 inch rebar found in the pavement of Friendship Road, a public road, in the East line of said Joseph Deaver Survey and the West line of the Fielding Bacon Survey, Abstract No. 119, at the Southeast corner of said Herndon 2.255 ac. and the Northeast corner of both said Wade 4.12 ac. and the herein described tract;

THENCE South 01 deg. 45 min. 12 sec. East, along the pavement of said Friendship Road and with the East line of both said Wade 4.12 ac. and Joseph Deaver Survey and the West line of said Fielding Bacon Survey, a distance of 368.61 ft. to a mag-nail with flasher found at the Southeast corner of said Wade 4.12 ac. and the Northeast corner of the City of Sherman 0.2946 acre tract of land conveyed in Inst. No. 2018-27019, said Official Public Records, at the most Eastern Southeast corner of the herein described tract;

THENCE South 88 deg. 17 min. 36 sec. West, with the South line of said Wade 4.12 ac. and the North line of said City of Sherman 0.2964 ac., a distance of 19.51 ft. to a 1/2 inch capped rebar found (Huitt-Zollars) at the Northwest corner of said City of Sherman 0.2946 ac. and the most Eastern Northeast corner of said Lot 1, at an EII corner of the herein described tract;

THENCE Southwesterly, with the West line of said City of Sherman 0.2964 ac. and an East line of said Lot 1, with a curve to the right, having a radius of 1,007.00 ft., a central angle of 5 deg. 08 min. 34 sec. (Chord bears: South 01 deg. 42 min. 42 sec. West, 90.36 ft.) and an arc length of 90.39 ft. to a 1/2 inch capped rebar found (RPLS 6578) at the Northeast corner of Lot 2, said Friends of Own Decoy Estates and the Southeast corner of said Lot 1, at the most Southern Southeast corner of the herein described tract;

THENCE North 89 deg. 43 min. 44 sec. West, with the North line of said Lot 2 and the South line of said Lot 1, a distance of 492.65 ft. to a 1/2 inch rebar found in the East line of the "called" 57.037 acre tract of land (Parcel No. 2) conveyed to Sandra C. Yantis, Trustee in Volume 5403, Page 173, said Official Public Records, at the Northwest corner of said Lot 2 and the Southwest corner of both said Lot 1 and the herein described tract;

THENCE North 01 deg. 28 min. 00 sec. West, with the East line of said Yantis 57.037 ac. and the West line of said Lot 1, a distance of 441.82 ft. to the **PLACE OF BEGINNING** and containing **5.297 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

I, Own Decoy Holdings, LLC and Clois Carroll Wade, sole owners of Friends of Own Decoy Estates, Phase Two to Grayson County, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____ _____
Ryan Stoll, Authorized Representative for Own Decoy Holdings, LLC Clois Carroll Wade

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Ryan Stoll, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Clois Carroll Wade, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Friends of Own Decoy Estates, Phase Two to Grayson County, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Friends of Own Decoy Estates, Phase Two to Grayson County Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Friends of Own Decoy Estates, Phase Two to Grayson County, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Friends of Own Decoy Estates, Phase Two
(being a Replat of Lot 1, Friends of Own Decoy Estates and an adjoining tract lying North of and adjacent to said Lot 1)
to
Grayson County, Texas
5.297 Acres
in the
Joseph Deaver Survey Abstract No. 356

Job No. CGS1140821

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner (Lot 1R-A)
Clois Carrol Wade
P.O. Box 601
Sherman, Texas 75091

Owner (Lot 1R-B)
Own Decoy Holdings, LLC
1312 W. Shepherd Drive
Sherman, TX 75092

Z:\Shared Projects\Land Projects R2\603-N-Friendship-Rd-Sherman\dwg\Replat-Lot-1-Wade Property.dwg 4/20/2022 9:26 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Clois Carrol Wade
P.O. Box 601
Sherman, TX 75091

Own Decoy Holdings, LLC
1312 W. Shepherd Drive
Sherman, TX 75092

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Friends of Own Decoy Estates, Phase Two has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. The plat must depict and dedicate to the City in fee simple 0.0654 acres of right-of-way (ROW) along Friendship Road to reflect Friendship Road ROW Project, as shown in the City's thoroughfare plan. Coordinate with City of Sherman Engineering Department for exact ROW metes and bounds to be included on plat. *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 10' Utility Easement along dedicated right of way. Coordinate with City of Sherman Engineering Department for exact UE metes and bounds to be included on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. General Notes No. 6 shall state "The City of Sherman and Grayson County will not be responsible…"
4. General Notes No. 8 shall state "Neither the City of Sherman, Grayson County, nor the undersigned surveyor…"
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. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 27.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

* **543, 563, 581 AND 583 NORTH FRIENDSHIP ROAD**

The request of Own DeCoy Holdings, LLC and Clois Carrol Wade (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 543, 563, 581 and 583 North Friendship Road, being 5.297 acres, and being a part of the Joseph Deaver Survey, Abstract No. 359, and being Lot 1, Friends of Own Decoy Estates, as follows:

Planning and Zoning Commission

Replat approval of Friends of Own Decoy Estates, Phase Two in the City of Sherman's Extra Territorial Jurisdiction (ETJ).

Background:

The property is located at 543, 563, 581 and 583 North Friendship Road between Elliott Road and West Washington Street in Sherman's Extra Territorial Jurisdiction (ETJ). The owner would like to plat the property into 2 lots for residential development.

Adjacent Zoning:

Sherman's Extra Territorial Jurisction (ETJ)

Origination:

Own DeCoy Holdings, LLC and Clois Carrol Wade (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Not included.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 13.**

Meeting Date: 06/06/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final plat approval for David H. Brown Addition, Lot 1, Block A, being 1.043 acres and being all of Tract 3 and a portion of Tract 2 in the Samuel McGlothlin Survey, Abstract 811; Home Place Partners, Owner and ELD Engineering, Surveyor (2309 Gallagher Drive)

Issue:

To consider Final plat approval for David H. Brown Addition, Lot 1, Block A, being 1.043 acres and being all of Tract 3 and a portion of Tract 2 in the Samuel McGlothlin Survey, Abstract 811; Home Place Partners, Owner and ELD Engineering, Surveyor (2309 Gallagher Drive)

Background:

The property is located at 2309 Gallagher Drive, the northwest corner of Gallagher Drive and North Frisco Road and is zoned an M-1 (Light Manufacturing) District. The owner would like to plat the property into 1 lot for commercial development.

Origination:

Home Place Partners (Owner)
ELD Engineering (Surveyor)

Financial Consideration:

None

Staff Recommendation:

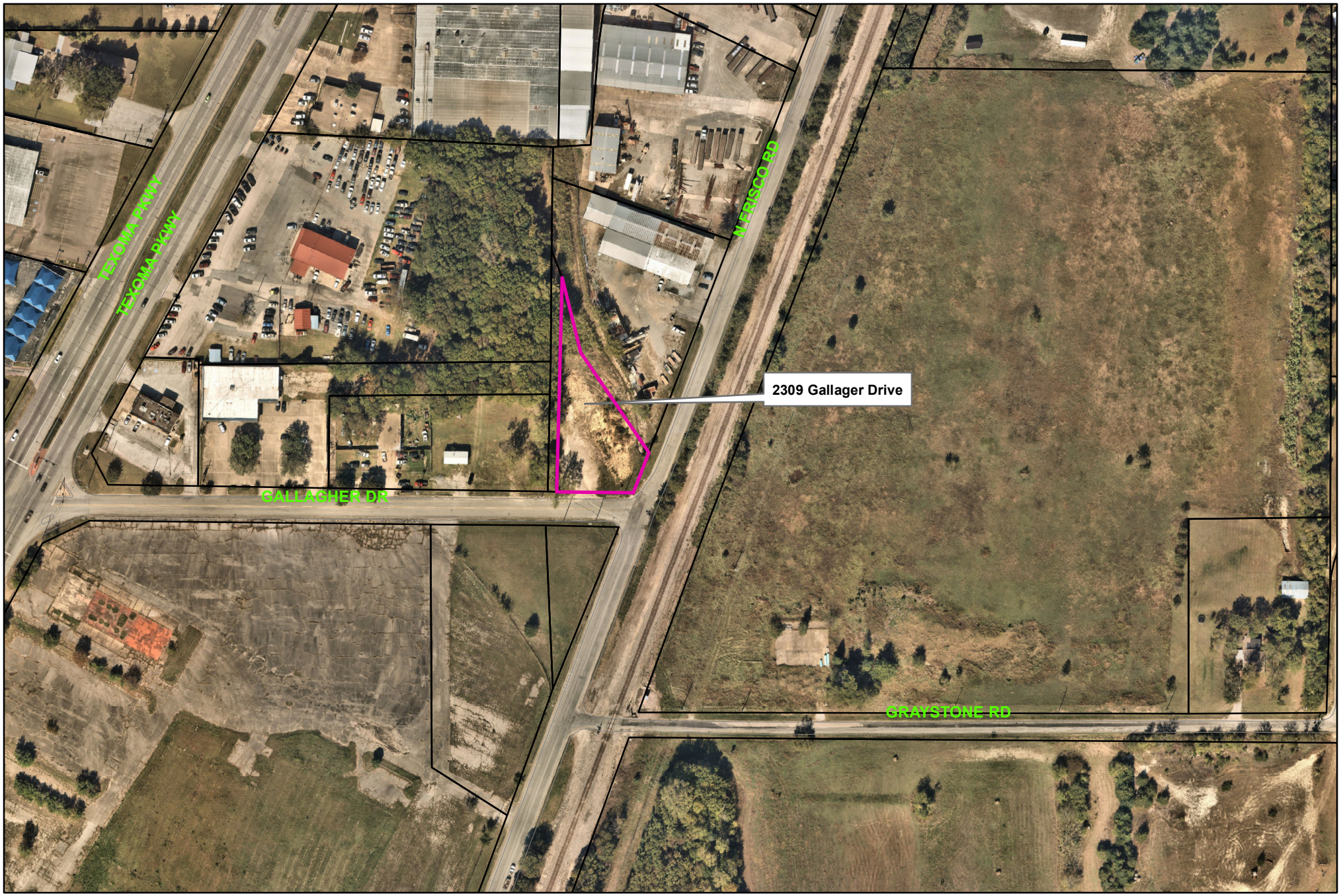
At the May 17, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



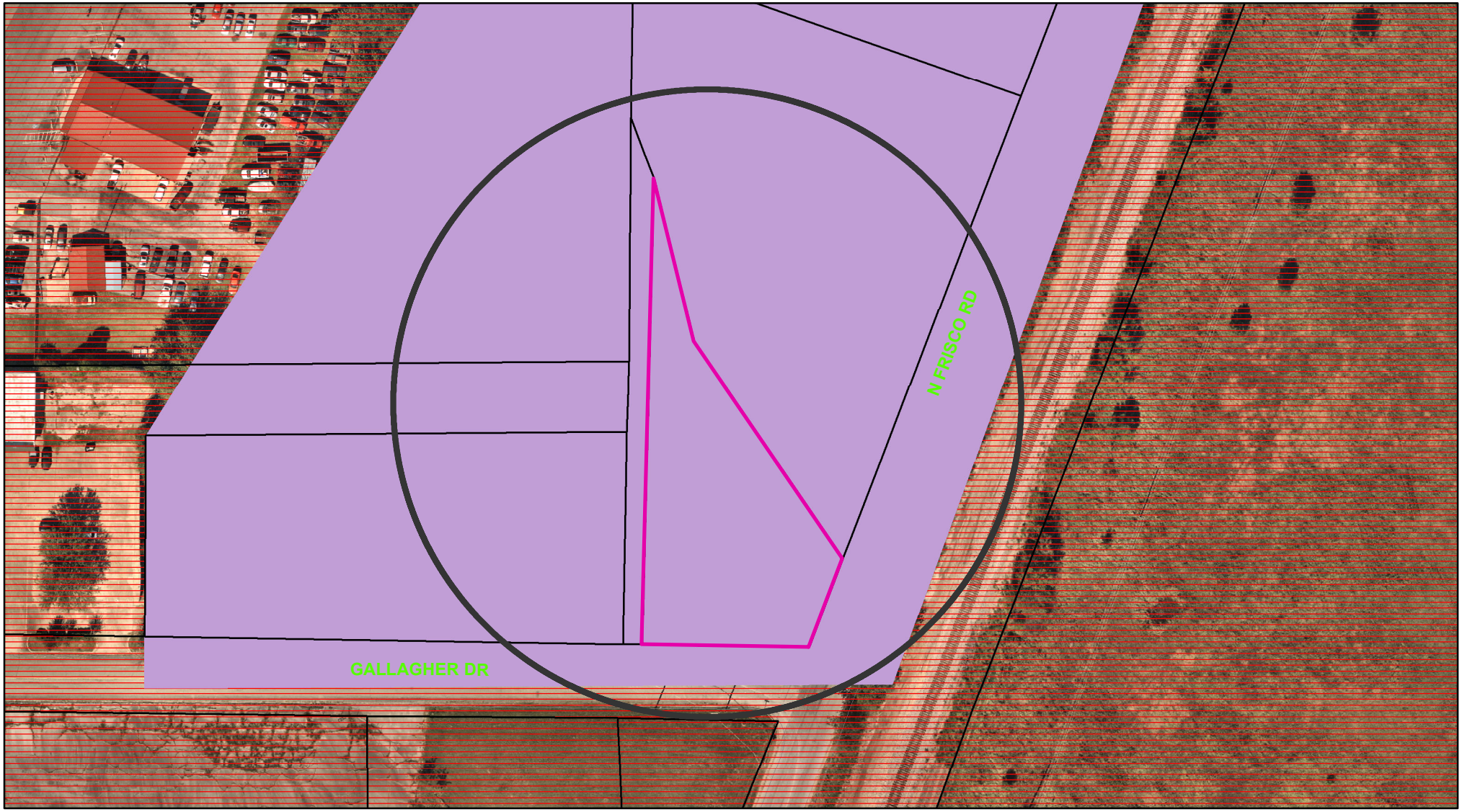
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

2309 Gallagher Drive

NOT TO SCALE

1 in = 200 ft



Zoning - 2309 Gallagher Drive

Legend

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

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 100 ft

VICINITY MAP
NOT TO SCALE

LEGEND

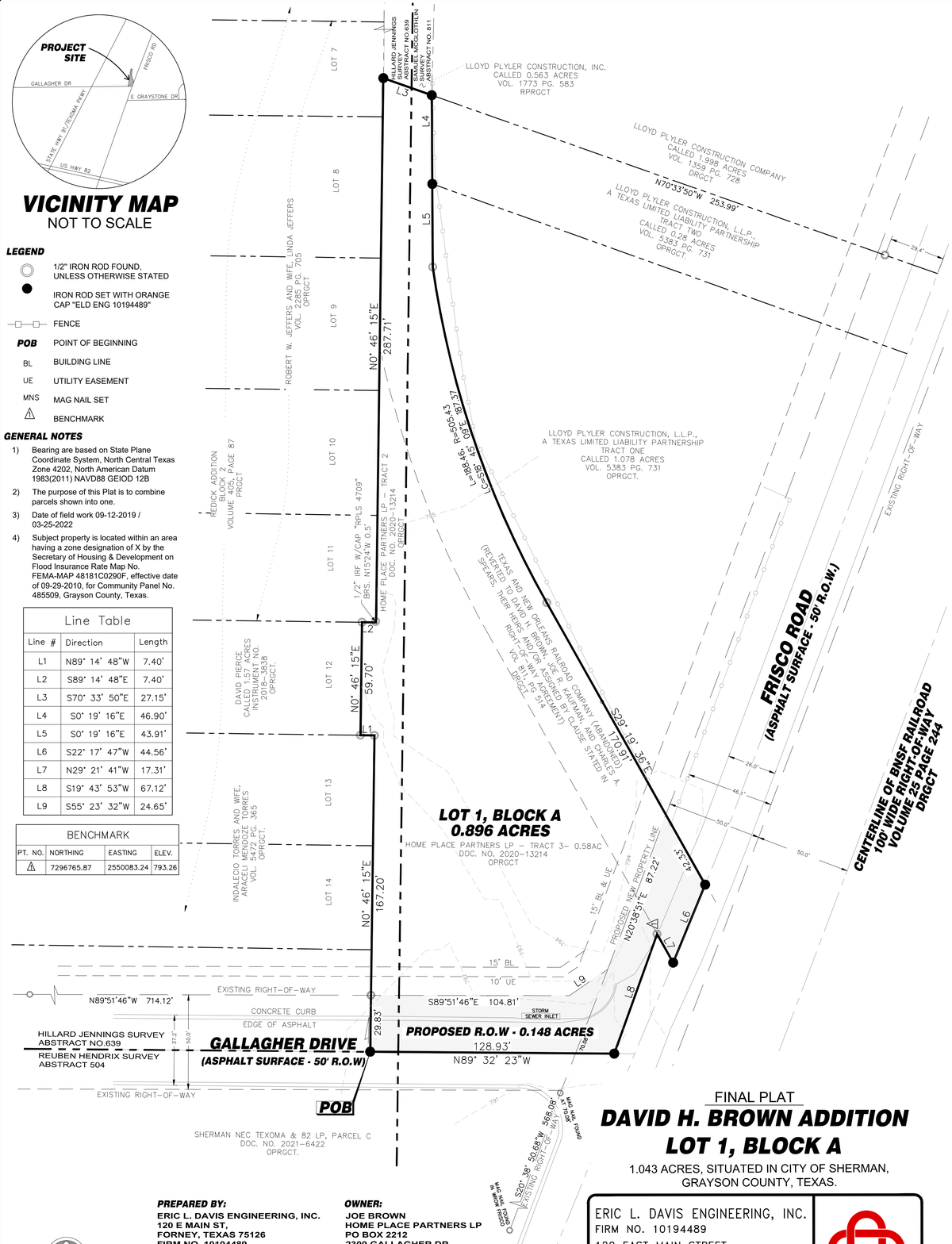
◎	1/2" IRON ROD FOUND, UNLESS OTHERWISE STATED
●	IRON ROD SET WITH ORANGE CAP "ELD ENG 10194489"
—□—□—	FENCE
POB	POINT OF BEGINNING
BL	BUILDING LINE
UE	UTILITY EASEMENT
MNS	MAG NAIL SET
△	BENCHMARK

GENERAL NOTES

1) Bearing are based on State Plane Coordinate System, North Central Texas Zone 4202, North American Datum 1983(2011) NAVD88 GEIOD 12B
2) The purpose of this Plat is to combine parcels shown into one.
3) Date of field work 09-12-2019 / 03-25-2022
4) Subject property is located within an area having a zone designation of X by the Secretary of Housing & Development on Flood Insurance Rate Map No. FEMA-MAP 48181C0290F, effective date of 09-29-2010, for Community Panel No. 485509, Grayson County, Texas.

Line Table		
Line #	Direction	Length
L1	N89° 14' 48"W	7.40'
L2	S89° 14' 48"E	7.40'
L3	S70° 33' 50"E	27.15'
L4	S0° 19' 16"E	46.90'
L5	S0° 19' 16"E	43.91'
L6	S22° 17' 47"W	44.56'
L7	N29° 21' 41"W	17.31'
L8	S19° 43' 53"W	67.12'
L9	S55° 23' 32"W	24.65'

BENCHMARK			
PT. NO.	NORTHING	EASTING	ELEV.
△	7296765.87	2550083.24	793.26



FINAL PLAT

DAVID H. BROWN ADDITION
LOT 1, BLOCK A

1.043 ACRES, SITUATED IN CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

ERIC L. DAVIS ENGINEERING, INC.
FIRM NO. 10194489
120 EAST MAIN STREET
Forney, Texas 75126
972/564-0592 Fax 972/564-6523
E-Mail ericdavis@eldengineering.com

PREPARED BY:
ERIC L. DAVIS ENGINEERING, INC.
120 E MAIN ST,
FORNEY, TEXAS 75126
FIRM NO. 10194489

SURVEYOR:
JACOB N. HOLMES, RPLS
120 E MAIN ST,
FORNEY, TEXAS 75126
CELL: (903) 646-1147

OWNER:
JOE BROWN
HOME PLACE PARTNERS LP
PO BOX 2212
2309 GALLAGHER DR
SHERMAN, TEXAS 75091

OWNERS CERTIFICATE

STATE OF TEXAS

COUNTY OF GRAYSON

WHEREAS Home Place Partners, LP being the owner of 1.043 acres, being all of Tract 3 and a portion of Tract 2 as described in the deed to Home Place Partners, LP, recorded in Instrument No. 2020-13214 Official Public Records of Grayson County, Texas, (OPRGCT), also being part of a called 1.4 acres described in the deed to the Texas & New Orleans Railroad, recorded in Volume 811, Page 513 of the Deed Records of Grayson County, Texas (DRGCT), situated in the Samuel McGlothlin Survey, Abstract No. 811, and the Hillard Jennings Survey Abstract No. 639, and more particularly described as follows;

BEGINNING at a mag nail set in the centerline of Gallagher drive (50' R.O.W.) being the the Southeast corner of a tract described in the deed to Indalecio & Araceli Torres recorded in Volume 5472, Page 365 (OPRGCT), same being the southeast corner of Lot 15, Block 2 of the REDICK ADDITION, an addition to the City of Sherman as it appears upon the map recorded in Volume 405, Page 87 of the Plat Records of Grayson County, Texas (PRGCT), for the southwest corner of a 15' strip as shown on said REDICK ADDITION, also being the common southwest corner of said Tract 2 and Tract 3, and being the southwest corner of the tract herein described;

THENCE N 0 deg. 46 min. 15 sec. E with the east line of the said Torres tract, same being the east line of said REDICK ADDITION, at 29.83 feet pass a 1/2" iron rod found in the north line of said Gallagher Drive, continuing for a total distance of 167.20 feet to an 1/2" iron rod found for the northeast corner of said Torres tract, same being the northeast corner of Lot 11, Block 2 of said REDICK ADDITION;

THENCE N 89 deg. 14 min. 48 sec. W with the north line of said Torres tract a distance of 7.40 feet to a 1/2" iron rod found for corner in the north line of said Torres Tract and being a southeast corner of a tract described in the deed to David Pierce, recorded Instrument No. 2018-3838 (OPRGCT), also being in the south line of Lot 12, Block 2 of said REDICK ADDITION;

THENCE N 0 deg. 46 min. 15 sec. E with an east line of said Pierce tract a distance of 59.70 feet to a 1/2" iron rod found in the south line of a tract described in the deed to Robert W Jeffers and wife, Linda Jeffers, recorded in Volume 2285 Page 705 (OPRGCT.), same being the south line of Lot 11, Block 2 of said REDICK ADDITION;

THENCE S 89 deg. 14 min. 48 sec. E with the south line of said Jeffers tract, same being the south line of said Lot 11, a distance of 7.40 feet to a calculated point for the southeast corner of said Jeffers tract and said Lot 11, whence a 1/2" iron rod found with cap stamped "RPLS 4709" bears N 15 deg. 24 min. W 0.5 feet;

THENCE N 0 deg. 46 min. 15 sec. E with the east line of said Jeffers tract, same being the east line of said REDICK ADDITION, a distance of 287.71 feet to a 1/2" iron rod with cap stamped "ELD ENG 10194489" set for corner in same for the southwest corner of a called 0.563 acres described in the deed to Loyd Plyler Construction Inc., recorded in Volume 1773, Page 583 of the Real Property Records of Grayson County, Texas (RPRGCT);

THENCE S 70 deg. 33 min. 50 sec. E with a south line of said 0.563 acre tract a distance of 27.15 feet to a 1/2" iron rod with cap stamed "ELD ENG 10194489" set for the southeast corner of same, being at the southwest corner of a called 1.998 acre tract described in the deed to Lloyd Plyler Construction Company, recorded in Volume 1359, Page 728 (DRGCT), same being the northwest corner of a called 0.28 acres described as Tract Two in the deed to Lloyd Plyler Construction, L.L.P., recorded in Volume 5383, Page 731 (OPRGCT), and also being in the east line of said Texas and New Orleans Railroad Tract;

THENCE S 0 deg. 19 min. 16 sec. E with the west line of said Plyler Tract Two, common with the east line of said Railroad Tract a distance of 46.90 feet to a 1/2" iron rod with cap stamped "ELD ENG 10194489" set for the southwest corner of said Plyler Tract Two, same being the northwest corner of a called 1.078 acres described as Tract One in the deed to Lloyd Plyler Construction, L.L.P., recorded in Volume 5383, Page 731 (OPRGCT);

THENCE S 0 deg. 19 min. 16 sec. E with a west line of said Plyler Tract One, common with the east line of said Railroad tract a distance of 43.91 feet to a 1/2" iron rod found in same at the beginning of a curve to the left whose radius is 505.43 feet;

THENCE along said curve a distance of 188.46 feet, a chord bearing and distance of S 18 deg. 45 min 09 sec. E, 187.37 feet to a 1/2" iron found for corner in said west line of Plyler Tract One and said east line of the Railroad tract;

THENCE S 29 deg. 19 min. 36 sec. E with said common line, a distance of 170.91 feet to a mag nail set for corner in the centerline of Frisco Road (50' R.O.W.) for the most southern corner of said Plyler Tract One;

THENCE S 22 deg. 17 min. 47 sec. W along the centerline of said Frisco Road a distance of 44.56 feet to mag nail set in same for the most southern corner of said Railroad tract;

THENCE N 29 deg. 21 min. 41 sec. W with a south line of said Railroad tract a distance of 17.31 feet to a 1/2" iron rod found in the west edge of Frisco Road, for the northeast corner of said Tract 3;

THENCE S 19 deg. 43 min. 53 sec. W with the south line of said Tract 3, a distance of 67.12 feet to a mag nail set at the intersection with the centerline of Gallagher Drive for the southeast corner of said Tract 3;

Thence N 89 deg. 32 min. 23 sec. W along the center line of Gallagher Drive in common with the South line of said Tract 3, a distance of 128.93 to the POINT OF BEGINNING containing 45,453 SQ. FT. or 1.043 acres more or less.

AVIGATION RELEASE
THE STATE OF TEXAS
COUNTY OF GRAYSON
WHEREAS, Home Place Partners, LP, hereinafter called OWNER, is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as DAVID H. BROWN 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 for 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 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 DAVID H. BROWN ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 2022.

By: Home Place Partners, LP

_____
Joe Brown
Representative/President of Home Place Partners, LP

PREPARED BY:
ERIC L. DAVIS ENGINEERING, INC.
120 E MAIN ST,
FORNEY, TEXAS 75126
FIRM NO. 10194489

SURVEYOR:
JACOB N. HOLMES, RPLS
120 E MAIN ST,
FORNEY, TEXAS 75126
CELL: (903) 646-1147

OWNER:
JOE BROWN
HOME PLACE PARTNERS LP
PO BOX 2212
2309 GALLAGHER DR
SHERMAN, TEXAS 75091

LOT 1, BLOCK A=	***0.896 ACRES***
PROPOSED R.O.W=	***0.148 ACRES***
TOTAL=	***1.043 ACRES***

OWNERS DEDICATION
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
That I, Joe Brown do hereby adopt this plat designating the herein above property as the DAVID H. BROWN ADDITION, an Addition to the City of Sherman, Texas 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 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 OUR HAND this the _____day of _____2022.

BY: _____
Joe Brown
Representative/President of Home Place Partners, LP.

State of Texas
County of Grayson
Before me, the undersigned, a notary public for said State, appeared Joe Brown, 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 expressed.
GIVEN MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2022.

_____
Notary Public in and for the State of Texas

Approved this _____ day of _____, 2022, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

Accepted by the City Council of the City of Sherman:

_____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final of DAVID H. BROWN ADDITION, to the City of Sherman was submitted to the City Council on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, A.D. 2022.

_____
City Clerk, City of Sherman, Texas

SURVEYORS CERTIFICATE
I, Jacob N. Holmes, A Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown hereon were found and/or properly placed under supervision in accordance with the platting rules and regulations of the City of Sherman, Grayson County, Texas.
WITNESS MY HAND AT GRAYSON COUNTY, TEXAS this the _____ day of _____2022.

PRELIMINARY FOR REVIEW ONLY
4-26-22

_____
Jacob N. Holmes
Texas Registered Professional Land Surveyor # 6482

State of Texas
County of Grayson
Before me, the undersigned, a notary public for said State, appeared Jacob N. Holmes, 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 expressed.
GIVEN MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2022.

_____
Notary Public in and for the State of Texas

FINAL PLAT

DAVID H. BROWN ADDITION
LOT 1, BLOCK A

1.043 ACRES, SITUATED IN CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

ERIC L. DAVIS ENGINEERING, INC.
FIRM NO. 10194489
120 EAST MAIN STREET
Forney, Texas 75126
972/564-0592 Fax 972/564-6523
E-Mail ericdavis@eldengineering.com

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 9, 2022

Joe Brown
Home Place Partners, LP
P.O. Box 2212
Sherman, TX 75091

Larry Probeck
120 E. Main St.
Forney, TX 75126

Eric L. Davis Engineering, Inc.
120 E. Main St.
Forney, TX 75126

Dear Applicants,

The request for approval of the Final Plat of David H. Brown Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, May 17, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. The plat must depict and dedicate to the City in fee simple right-of-way (ROW) along Frisco Road to total 60' Right of Way, as shown in the City's thoroughfare plan. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*Change "Proposed New Property Line" to a solid line for better visual recognition.
2. Remove building line from plat.
3. Remove contours from plat.
4. Remove fence from plat.
5. Remove Avigation Release from plat.
6. 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*
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

9. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 29.

Meeting Date: 05/17/2022

Prepared by: Kerri Turner, Administrative Assistant
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:

*** 2309 GALLAGHER DRIVE**

The request of Home Place Partners (Owner) and ELD Engineering (Surveyor), concerning the property at 2309 Gallagher Drive being 1.043 acres and being all of Tract 3 and a portion of Tract 2 in the Samuel McGlothlin Survey, Abstract 811, as follows:

Planning and Zoning Commission

Final plat approval for David H. Brown Addition, Lot 1, Block A.

Background:

The property is located at 2309 Gallagher Drive, the northwest corner of Gallagher Drive and North Frisco Road and is zoned an M-1 (Light Manufacturing) District. The owner would like to plat the property into 1 lot for commercial development.

Adjacent Zoning:

R-2 (Multi-Family Residential) District
C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

Home Place Partners (Owner)
ELD Engineering (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 06/06/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2022 Council Calendar

2022
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
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27	28					

March						
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27	28	29	30	31		

April						
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May						
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29	30	31				

June						
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July						
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31						

August						
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28	29	30	31			

September						
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25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
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23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
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20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/18/20222	Rescheduled - Martin Luther King, Jr. Day
2/9/2022	CIP-Public Works Planning Session
~~2/23/2022~~	Joint Meeting - Legal Training (Canceled-Bad Weather)
3/23/2022	Joint Meeting - Legal Training
4/19/2022	Budget Planning Meeting
5/26/2022	Capital Improvement Program Work Session
~~6/7/20222~~	Budget Workshop - Day 1
7/5/2022	Rescheduled - Independence Day
9/6/2022	Resheduled - Labor Day