CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 15, 2023
5:00 P.M.

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

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

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

A. 4. **APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF APRIL 19, 2022, THE CALLED CITY COUNCIL MEETING OF MAY 26, 2022, THE CALLED CITY COUNCIL MEETING OF JUNE 7, 2022, THE CALLED CITY COUNCIL MEETING OF JUNE 16, 2022, THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 22, 2022, AND THE REGULAR CITY COUNCIL MEETING OF MAY 1, 2023.**

Special Presentations

B. 1. **SPECIAL PRESENTATION**
Recognizing the Heroic, Life Saving Efforts of Sherman Police Officers Kara Peters and Tyler Carroll.

Proclamations

C. 1. **PROCLAMATION**
"Mental Health Awareness Month" – May 2023

Citizen Comments

D. 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

E. 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

E. 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

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6590

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 78 acres Generally Located North of Post Oak Creek, South of Three Oaks, Phase II, and along the Burlington Santa Fe Railroad, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6591

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 25.08 acres Generally Located North of Post Oak Creek, East of U.S. Highway 75 and South of Three Oaks, Phase II, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

F. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6592

Closing and Abandoning a Portion of Dedicated Right of Way in the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibit "A-2" Attached Hereto and Made a Part Hereof for all Purposes, Said Right of Way being Established in Instrument No. 2022-15606 of the Official Public Records of Grayson County, Texas

F. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6593

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, City of Sherman, Grayson County, Texas, Located at 1013 South First Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in an R-5 (Single-Family Residential) District Zoning Classification, (Jason Earnhart, Earnhartbuilt, LLC, Owner and Copley Land Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6594

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow an Automobile Repair, Body Work, or Painting and Boat/Recreational Vehicle (RV) Rental, Storage, and Repair in a C-2 (Retail Business) District, Located at 4613 North FM 1417, Building #200 and #300 (Heritage Parkway), consisting of 20.45 acres, being a part of the Alfred Hume Survey, Abstract No. 522, the Benjamin J. Hutson Survey, Abstract No. 496 and the James L. Atchison Survey, Abstract No. 21, City of Sherman, Grayson County, Texas (Kelson Commercial Properties, Owner; Annie Burdette, Clear Edge Auto & Marine, Representative; and Underwood Drafting & Surveying, Inc., Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

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. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6595**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, consisting of 0.233 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition also being Lot 2, Polani Addition, City of Sherman, Grayson County, Texas, Located at 208 West McLain Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the R-2F (Duplex Residential) District Zoning Classification, (Muhammed Polani, LOXDON Group, Inc., Owners; and Underwood Drafting & Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6596**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of being 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, City of Sherman, Grayson County, Texas, Located at 2450 North Frisco Road, Heretofore Zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the C-2 (General Commercial) District Zoning Classification, (USOW, LLC, Owners; Kent Hughlett (Representative); and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

F. 8. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6590, 6591, 6592, 6593, 6594, 6595 & 6596.

Resolutions

G. 1. **RESOLUTION NO. 7073**

Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 207 S Travis Street

G. 2. **RESOLUTION NO. 7074**

Approving the Greater Texoma Utility Authority's Intention to Award the Guaranteed Maximum Price Two (GMP 2.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main Project

G. 3. **RESOLUTION NO. 7075**

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Freese and Nichols, Inc. for Design of the Northwest and Southwest Transmission Pipeline

G. 4. **RESOLUTION NO. 7076**

Authorizing the City Manager or His Designee to Finalize Negotiations and to Finalize and Execute Documents for the Acquisition of Real Property and Legacy Title Holding Corporation

G. 5. **RESOLUTION NO. 7077**

Awarding a Bid to and Authorizing Execution of a Contract with Belt Construction of Texas, LLC Based on an Invitation to Bid for the 2022 South Side Industrial Sewer Line, Phase 1

G. 6. **** RESOLUTION NO. 7078***

Awarding a Bid to and Authorizing Execution of a Contract with CivicPlus, LLC, a Kansas Limited Liability Company, for Government Software Services

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G. 7. **** RESOLUTION NO. 7079***

Authorizing the Purchase of two new 40YD Front Load Trucks from Bond Equipment Company for the Solid Waste Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Other Business

H. 1. **OTHER BUSINESS**

Final Plat of Earnhartbuilt's 12th Addition, being a Replat of the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition and currently zoned R-6 (Single Family Residential) District; Jason Earnhart, Earnhartbuilt, LLC, Owner and Copley Land Surveying, Surveyor (1013 South First Street)

H. 2. **OTHER BUSINESS**

Repair and Rework of the Shepard 1 Trinity Well under Emergency Designation

H. 3. **OTHER BUSINESS**

Repair and Rework of the Dorchester 9 Trinity Well under Emergency Designation

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

Final Plat of Goins Addition, consisting of 0.293 acres in the G.B. Pilant Survey, Abstract 963, and currently zoned R-6 (Single Family Residential) District; Charles and Brenda Goins, Owner and Preston Trail Land Surveying, Surveyor (122 North Lee Street)

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

Replat for Sherman Fire Station #1 Addition, consisting of 1.137 acres in the Samuel Blagg Survey, Abstract 56, being a part of Lots 1 and 3, and all of Lots 2, 4, and 6, in Block 10 of the Original Town Plat and currently zoned C-1 (Retail Business) District; City of Sherman, Owner and Underwood Drafting & Surveying, Inc., Surveyor (318 South Travis Street)

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

Final Plat of Sonoma Acres, Lots 1, 2, 3, 4, Block A, consisting of 5.001 acres in the Elijah N. Deaver Survey, Abstract 358 and currently zoned R-6 (Single-Family Residential) District; Gerardo Solis, Sonoma Construction, LLC, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (801 Pleasant Home Road)

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

Replat for Stonewood Estates Block 1, Lots 21 & 22 and part of Lots 20 & 23, consisting of 1.136 acres in the K.B. McAnair Survey, Abstract 763, being part of Lot 23, all of Lots 21 and 22, and a portion of Lot 20 in Block One of the replat of Lots 20 through 29, Block One and all of Block Four Stonewood Estates and currently zoned R-6 (Single Family Residential) District; Ben Crouse, LLC, Owner; Preston Trail Land Surveying, Surveyor (320 & 328 Arapaho West Trail)

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

Replat for GlobalWafers America, LLC., consisting of 142.972 acres in the Elizabeth Jones Survey Abstract No. 625, and located in the Blalock Industrial Park PD (Planned Development) District/FM Highway 1417 Overlay District; GlobalWafers America, LLC, Owner; Kimley-Horn and Associates, Inc., Surveyor (3200 Block Northgate Drive)

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

Final Plat of Sherman Park Apartments, consisting of 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 and currently zoned MF-30 (Multi-Family Residential) District; Justin Webb, Sherman Parks Apartments, LP, Owner and Caleb Jones, Kimley-Horn and Associates, Surveyor (1300-1500 West Taylor Street)

H. 10. ***** OTHER BUSINESS***

Final Plat of Mora on First Addition, consisting of 0.191 acres in the G.B. Pilant Survey, Abstract No. 963 and currently zoned R-6 (Single Family Residential) District; M & G Homebuilders, Owner and Helvey-Wagner Surveying, Inc., Surveyor (620 and 622 South First Street)

H. 11. ***** OTHER BUSINESS***

Final Plat of Reddy Addition, consisting of 14.644 acres out of the David Harrison Survey, Abstract No. 581, A.C. Smith Survey, Abstract 1561, W.S. Thurman Survey, Abstract No. 1265 and William Milligan Survey, Abstract No. 875 and currently zoned C-2 (General Commercial) District; Himabindu Golla, Terrain Lot, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (6000 Block North Highway 75)

H. 12. ***** OTHER BUSINESS***

Replat for Aaron's Addition, consisting of 6.558 acres in the Reuben Hendrix Survey, Abstract 504 and being Lot 2, Block 1, of Aaron's Addition and currently zoned MF-30 (Multi-Family Residential) District; Avant Capital, LLC, Owner; Helvey-Wagner Surveying, Inc., Surveyor (3012 Texoma Parkway)

H. 13. *****OTHER BUSINESS***

Final Plat of Polani Addition, consisting of 0.824 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition and part of Lot 5, Block 2, J.B. Moorman's Subdivision and currently zoned R-6 (Single Family Residential) District; Muhammed Polani, LOXDON Group, Inc., Owner and Underwood Drafting & Surveying, Inc., Surveyor (208 West McLain Street)

H. 14. ***** OTHER BUSINESS***

Replat of USOW Sherman Addition, Phase Two, consisting of 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808 and currently zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; USOW, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (2450 and 2522 North Frisco Road)

H. 15. ***** OTHER BUSINESS***

Final Plat of Lange Veterinary Clinic, consisting of 1.010 acres in the J.B. McAnair Survey, Abstract 763, and currently zoned C-2 (General Commercial) District; G and S Investing, LLC, Owner, Preston Trail Land Surveying, Land Surveyor (2103 West Houston Street)

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. (a) Receive legal advice regarding mandatory cybersecurity training and related issues
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

K. 1. **OPEN MEETING**

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

L. **ADJOURNMENT**

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, May 12, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of May 2023.
City of Sherman, Texas

_____
City Clerk

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

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

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

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

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

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

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 05/15/2023

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF APRIL 19, 2022, THE CALLED CITY COUNCIL MEETING OF MAY 26, 2022, THE CALLED CITY COUNCIL MEETING OF JUNE 7, 2022, THE CALLED CITY COUNCIL MEETING OF JUNE 16, 2022, THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 22, 2022, AND THE REGULAR CITY COUNCIL MEETING OF MAY 1, 2023.

Attachments

April 19, 2022 - Called Meeting - Budget Planning
Budget Planning Meeting FY2023 - April 19, 2022
May 26, 2022 - Called Meeting - CIP Workshop
2023 CIP May Update 1 - May 26, 2022
2023 CIP May Update 2 - May 26, 2022
June 7, 2022 - Called Budget Work Session
June 16, 2022 - Called Meeting - Tax Reinvestment Zone
September 22, 2022 - Called Meeting - Draft Comprehensive Plan
Sherman Tomorrow - Planning for Our Future 1 - September 22, 2022
Halff Presentation 2 - September 22, 2022
Zoning Ordinance Updates 3 - September 22, 2022
Use Chart 4 - September 22, 2022
Parking Regulations 5 - September 22, 2022
May 1, 2023

STATE OF TEXAS §

April 19, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on April 19, 2022.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Pam Howeth. Council Members Dobbs, Holland, Marroquin, Stevenson, Teamann.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Zach Flores, Executive Director of Public Safety; Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Rob Rae, Director of Development Services; Wayne Lee, Director of Engineering; Mary Lawrence, Director of Finance; Danny Jones, Fire Chief; Chris Olson, Assistant Fire Chief; Jason Jeffcoat, Assistant Police Chief; Bruce Dawsey, Assistant Police Chief; Nic Emmons, Lt/Police Patrol Commander; Tammy Davis, Controller; Tom Pruitt, Utility Engineer; Jim Cross, Water Systems Manager; Nathan Whiddon, Wastewater Superintendent; Shawn Hackworth, IT Manager; Eric Sandberg, Assistant Public Works Manager; Leah Campbell, Human Resources/OD Administrator; Nate Strauch, Community and Support Services Manager; Theresa Hutchinson, Parks and Recreation Manager; Tasheena Taylor, Administrative Assistant; Moises Duran, Emergency Management Coordinator; Travis Overturf, Civil Engineer; Junior Jaimes, Help Desk Supervisor; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance and Invocation by Council Member Daron Holland

Citizen Comments

Financial Update and Council Input for 2022-2023 Budget Year

Council Comments

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

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

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Deputy Mayor Howeth said Mayor Plyler was tied up in a meeting, and called the meeting to order at 11:01 a.m., declared a quorum present, and opened the Called City Council Meeting.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCIL MEMBER DARON HOLLAND

CITIZEN COMMENTS

Participants got their lunch from 11:01 to 11:09, prior to the actual start of the meeting.

FINANCIAL UPDATE AND COUNCIL INPUT FOR 2022-2023 BUDGET YEAR
COUNCIL COMMENTS

Robby Hefton, City Manager, announced that the CIP Workshop will be held on May 24, 2022.

ACTION TAKEN.

Motion by Council Member Teamann to change the date of the Budget Workshop to June 7, 2022, as presented. Second by Council Member Stevenson.

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

Mr. Hefton asked Council Members to consider any initiatives they want to see in the 2023 Budget.

Work Plan Summary

Mr. Hefton said all staffing issues have been completed. The Police Department Headquarters project is underway. The new utility rate from the Multi-Year Utility Rate Plan was adopted. The Development Services Department is working on the Comprehensive Master Plan update, which should be completed in the Fall of 2022.

Plans are underway for a new Downtown plan and projects for FY 2022. Projects will be broken into phases and debt will be issued. Planning is also underway for the Recreation Center. The street materials budget was increased and most of the fleet and equipment have been purchased. Some specialized equipment is hard to get. There has also been an increase in the cost of fleet, and there are longer lead times.

Council previously authorized the continuation of the Environmental Code program. A plan will be presented at the CIP Meeting, to discuss the additional street rebuild projects. The first project has been identified and is "off of Washington Street." The goal is to complete the projects in-house, with an expanded crew. Money for these projects will be from the Certificates of Obligation.

From City Council direction, the tax rate was not increased. There was a 4% utility rate increase, as per the Utility Rate Plan. Council will review the proposed rate increase annually. There was no change in Solid Waste rates.

Mr. Hefton said the hospital project continues to move forward. Progress is underway on the Utility Master Plan, which should be completed in the Fall of 2022. This plan also had to change with the news of the Texas Instruments expansion project. Changes will be made to the Marilee SUD water line, because of the expansion news. The Northwest Sewer is underway, but the project has been delayed because it was hard to get pipe.

Financial Update

Mary Lawrence, Director of Finance, presented the Financial Update. Ending reserves in the General Fund in FY 2021, were up $3.6 million, due to a higher fund balance at the end of the year, over what was budgeted. Reserves are expected to be up in FY 2022 by about $1.9 million over FY 2021. This increase is primarily due to sales tax and grant money from ARPA.

She said, in the Utility Fund, FY 2021 ending reserves are down $256,000 from FY 2020. The Solid Waste Fund's ending reserves for FY 2021 were up about $532,000. FY 2022 is tracking with budget. She added that the expenses will be above budget, due to the purchase of an additional Commercial Solid Waste truck.

Ms. Lawrence said at the end of FY 2022, projected fund balances are expected to be at 115 days for the General Fund, 67 days for the Utility Fund, and 55 days for the Solid Waste Fund. Even though the Solid Waste Fund ending reserves are lower, no action was required.

On the General Fund, sales tax is up over the budgeted amount, and has increased about 15%, over last year. She highlighted ARPA grant money in revenues and it's offset in personnel expenditures.

She highlighted the increase in sales tax and said about 55% of Sherman's sales tax is now from retail trade. About 10% is from restaurants, and another 10% is from wholesale trade. She said there was a sales tax growth in all sectors. Mr. Hefton said a "double-digit" sales tax increase is very unusual for Sherman. Normally it is a 3% to 5% range.

Mr. Hefton said the City didn't need to be carrying high ending reserves. Those funds should be transferred over for one-time expenditures. He said, for all major operating funds, the reserve range should be at 75 to 90 days.

For the Utility Fund, Ms. Lawrence said there are no "major stories" in this fund. Revenues are tracking budget. Wet summers versus dry summers can make a big difference in the Utility Fund revenues. She said with the expansion projects, such as Texas Instruments, the City will be managing the debt service. She said there will be a three-year period for debt, where there will be no revenue from those projects, meaning there will not be "debt coverage."

In the Solid Waste Fund, Ms. Lawrence said some changes were made in billing for commercial roll-offs, and they swapped some residential rates with commercial rates. These changes contributed to an increase in commercial revenue.

Ms. Lawrence said the General and Utility Improvement Funds will mainly be discussed at the CIP Meeting. Most of the General Improvement Funds expenditures will be in the Street Department. She presented a list of projects and their funding sources.

She also presented the growth in existing property and said the preliminary values from the Appraisal District are always higher than what the City actually receives. Growth is limited to 3.5%, so no matter how much the value increases, the City only gets 3.5% on the growth.

Mr. Hefton said, going forward, the City needs to count on increases on property tax revenues, being only from new value that comes on the rolls. Because of sales tax growth, the City will be capped at taking any more revenue in on property taxes, because of the new formula.

Ms. Lawrence presented a list of projects that were funded through the Certificates of Obligation.

Utility Fund Stuff

Mr. Hefton said there were two projects related to water and one to wastewater. Water projects include upgrades on the Water Plant and the Pump Station, and on the water pipeline. One is on "how much water the City can produce" and the second is how to move that water from the Water Plant to other places. The third project is the Wastewater Plant.

On the "water side," there is an old conventional system that will be phased out, and the new part that will be added to replace it, and add some capacity. In the new room at the Plant, there is room to add additional RO stacks that can increase the capacity by 5 mgd. If that is done at the same time the old, conventional plant is taken off line, the City would be down a net 5 mgd. Then when the new building is online, the capacity would increase to 35 mgd.

When the Texas Instruments plant comes online, is when the next increase would be needed. The staff has now revised how the timing might work. The new plan would keep the production levels more consistent. This has been accomplished by changing the order and timing of the projects. By changing the timing that the old plant is taken offline, there will be a "cushion" on the demand and how much water the City can supply. The cost, may be slightly more, but the cost of building the plant will increase over time anyway. It will cost less today to build a plant than it will in two or three years. This will bring the capacity ahead of where it will be needed.

Mr. Hefton said there are also projects at the Lake Texoma Pump Station, the aforementioned Water Treatment Plan Expansion, and the 36" Water Line from the Water Treatment Plant to the south industrial area. The northern part will be from the Plant to O.B. Groner Road, and the southern part will be from O.B. Groner Road to the Shepherd Elevated Tank. The pipeline alone, will cost between $60 million and $70 million to construct. The debt would be through the Greater Texoma Utility Authority.

Another part of the project would be the Elevated Storage Tank in the south industrial area, near the Shepherd Elevated Storage Tank. There may also be on-site water storage for Texas Instruments. If the City has access to that storage tank, they might contribute to it's construction. However, if it is only for Texas Instruments, the City would not be able to "tap into it." Even if Texas Instruments builds their storage tank, the City will still need to construct their storage tank.

Mr. Hefton said the City has a need to increase their water supply, especially the raw water supply. There is currently one 72" water line from the Lake Texoma Pump Station, and if something goes wrong, he said the City is "out of luck." There is no other way to get water from the Lake to the City. One way to fix this is to build additional storage basins at the Water Treatment Plant which could be a long term or short-term solution.

The second option is a second water line coming from the Pump Station to the Treatment Plant. That cost could between $40 million to $60 million. He felt the basins could be a quicker solution for the City and then the City's partner, North Texas Municipal Water District could pay for the majority of the pipeline. The City's portion of that line would be 20%. NTMWD already has the project on their 10-year CIP Plan in 2027 or 2028. If the City could do the other solution for now, and wait until they are ready for the line, it would be more cost efficient. Currently there is no cost or scope on building the water basins.

Council Members talked about additional "trade capacity" with other cities to the south. Mr. Hefton discussed the use of effluent from the Wastewater Treatment Plant as a trade for additional capacity of water in Lake Texoma. He said they have started conversations with North Texas on the quality of that water, and on that possibility.

Projected Debt Service

Mr. Hefton presented a chart of the projected debt service on those projects. He discussed the possibility of "capitalizing interest," or borrowing money to pay debt service for the first few payments, until revenue starts coming in. This helps so cash reserves won't be reduced too much. Basically, it's a "timing difference."

Another option is to use money that is "in the bank" from the General Fund, for other purposes. The Sherman Economic Development Corporation could also put in some money. The staff is not eliminating any possibilities. But there is a known problem for the first two or three years, about making those debt payments, prior to the revenue coming online.

Mr. Hefton said there are several utility projects that will be coming up, that will have a huge effect on debt service and operations, and how the City pays for that.

Mr. Hefton reiterated that the debt is coming on through the Greater Texoma Utility Authority, but the revenues aren't keeping up yet. He said they won't let the reserves be reduced to 10 days to 50 days. The staff is working on a plan, which will be discussed at the Budget Work Session.

Mr. Hefton said there is development all over Sherman, even though there is a significant portion on the west and southern portion of town. He said 8,000 single-family lots, and that many again, multi-family lots are represented in some form of development or pre-development. Not all of these will happen and some are years away from happening, but most will be seen in the next five years. There are approximately 14,000 single-family homes in Sherman now, so this will nearly double the population of Sherman.

Mr. Hefton updated the Council on several of the projects.

- **Bel Air Village** - all Phase 1 single-family lots are sold and should be constructed by the end of the quarter. Well into Phase 2, the remaining 600 to 650 lots. Also, into Phase 1 multi-family and their amenities. Between 2,000 and 4,000 units.
- **Heritage Ranch** - moving slower, but construction should start by the end of the year.
- **Hickory Hill** - is a fairly new development on West Lamberth Road. Consists of 140 acres, and is largely residential. Do have some other amenities, and a commercial aspect.
- **Washington Meadows** - located at the southeast corner of FM 1417 and Washington Street. There are 50 houses that are either completed or under construction. The development is approximately 130 single-family units.
- **The Grove** - is well underway, but has no occupied units yet. Includes apartments, duplexes, and single-family.
- **Shepherd Crossing** - large development, but has been slower. Property has been purchased. Master Development Agreement should be brought to Council soon.
- **The Village** - very slow, but they have 100 acres under contract, for single-family and multi-family.

FY 2023 Workplan

Mr. Hefton said management reviews have not been done yet on department submitted budgets. Therefore, the staff can't really say what expenses will look like, but they can talk about revenues. Staff expects that there will be $100 million for new property tax values added, which would equate to approximately $500,000 in revenue. He said he did expect the City to max out their revenue cap. The sales tax increase at 13% would "eat up" any that was allowed under the revenue cap.

Sales tax is expected to be up $2 million to $3 million. He expected 800 to 1,000 residential building permits in FY 2023. Those things come with additional impact fees, Engineering review fees, and building permits.

On the Utility Fund, Mr. Hefton said the staff is waiting on the Rate Study and the impact from the Texas Instruments growth. Expenses will also include the impact of additional debt service, and the net of capitalized interest.

Because of all the growth, the Development Services and Engineering Departments are seeing a lot of additional work. As the growth happens, it will be seen on other departments such as the Police and Fire Departments, Street Department, and Parks Department. Mr. Hefton said the staff is focused on what the impact will be for FY 2023, with 800 to 1,000 new houses being constructed. He said that will be an issue in all the major operating funds.

Mr Hefton said he anticipated no ad valorem tax rate increase, and a possible decrease in rates, depending on valuations and projected sales tax in lieu of property tax. He also didn't expect the debt rate to change much, but the Maintenance and Operations rate will probably go downward.

He said they will need to get the Rate Study back before any determination is made on utility rates. But he didn't expect changes on the Solid Waste rates, and they continue to expect the Texoma Area Solid Waste Authority to distribute the excess reserves.

Mr. Hefton expressed concern about the current 9% inflation rate that employees face. He said the Dallas/Fort Worth CPI for March 2022 is the highest since 1981. Many cities and businesses are increasing employee salaries. He said that will be included in the staff's budget proposal.

With sales taxes increasing, the impact of utility fees, the debt service, and the impact of inflation on the workforce, staffing and compensation, will be another key area on which to focus.

Mr. Hefton said the City is out of space at City Hall. If the population doubles and there is a significant increase in permits and inspections, the City doesn't have the capacity to do those with the current staff. And there is no place to put additional staff. He felt the Council and staff need to be thinking about a plan for City Hall, Public Works, and the Fleet Maintenance facility.

Mayor Plyler arrived at the meeting at 12:39 p.m.

Other planning issues include the adoption and implementation of the Comprehensive Master Plan, the Utility Rate Study, and the Utility Master Plan. A separate meeting will be held on CIP items and capital expenses. The City will probably be looking at a Certificate of Obligation package to pay for many of these.

Mr. Hefton said on the utility system enhancements, he can talk with the other entities about securing addition water rights, which would help Sherman for many years to come. He expected that the Police Department would move into the new headquarters in the first quarter of 2023.

He said he would like to allocate additional money to cleaning up the City, and said that was a very "broad description" of what he has in mind. It's more about driving down the street and what you actually see. It would include enhances to environmental code enforcement, partnerships and funding for homeless programs, and more aggressive fines. Recently, a task force has been developed to attack some of these issues, but Mr. Hefton said he would like to add to that initiative.

Council Initiatives for FY 2023

Mr. Hefton asked about Council initiatives for the upcoming budget.

Council Member Howeth said she would like to increase the Texoma Area Paratransit budget by 10% or 15%, especially since inflation is at 9%. They normally receive 5% from the City of Sherman. She said TAPS has been back in operation since 2015. The FTA and TxDOT are providing the funds to secure a new location for the facility. They have been renting the current facility.

Council Member Stevenson said during the Comprehensive Planning Meetings, it seemed like everything was trails and downtown. He felt the City should move forward with downtown faster.

Council Member Teamann felt there should be a standard in all types of development. TIRZ are a great asset, but for some, they may not be useful anymore. He also agreed that more needed to be done downtown. He also wanted to see reconstruction on the current roads.

Council Member Dobbs was interested in cleaning up the City, including the homelessness issue.

Mayor Plyler was interested in pre-planning, such as with the new City Hall and the Fire Station. He also mentioned that animal control and streets will be impacted by the growth.

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

No Executive Session was needed.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:56 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

Budget Planning Meeting

April 19, 2022

CALENDAR

Mar 30 – Apr 15, 2021	Quarterly individual meetings
April 19, 2022	Budget Planning Meeting
May 6-17, 2022	Management budget reviews
May 24, 2022	CIP Council Workshop
June 16-17 (7-8?), 2022	Budget Workshop
August 1, 2022	Draft Budget to Council
August 15, 2022	Budget Ordinance adopted

AGENDA

FY2022 Work Plan Update

Financial Update/CIP & Bonds

Utility Issues

Development Update

FY2023 Workplan and Budget Focus

Work Plan Update

Work Plan Summary for FY2022

- Completed
- In-progress
- Delayed
- Postponed

Compensation/Staffing

- 2 + 2 cost of living (or 2 + 3)
- Market adjustments, as needed
- HSA contribution
- Staffing as presented

Facilities/CIP

- Police Facilities – begin construction
- Various General and Utility CIP projects

Planning & Operations

- Utility rate proposed adjustment - multi-year adoption
- Comp Master Plan update
- Downtown plan + projects in FY22?
- Rec facility planning

Work Plan Summary for FY2022
(continued)

Planning and Operations

- Increased street materials budget?
- Fleet and equipment purchases?
- Tax note financing for various equipment/projects?
- Environmental Code continue as-is?
- Additional street rebuild projects with CO $$?

FY2022 Budget - Rates

General Fund

- No change in tax rate

Utility Fund

- 4.5% Rate adjustment for FY22, according to 5-year plan

Solid Waste Fund

- No change in SW rates

2021 Projects In-Progress

- Completed
- In-progress
- Delayed
- Postponed

Commercial Development

- ***Hospital project***

Utility System Planning

- ***Utility Master Plan – draft report due Fall, 2022***
- ***Marilee SUD water line – design substantially complete***
- ***NW Sewer***

Financial Update - Operations

Financial Update Summary - Operations

General Fund

- FY2021 ending reserves $3.6M above FY2020
- 110 days at 9/30/21

- FY2022
  - Reserves up $1.9M above FY2021
  - Revenues – Sales Tax, ARPA
  - Expenses – ARPA (Premium Pay), additional city crews and equipment

Financial Update Summary - Operations

Continued

Utility Fund

- FY2021 ending reserves down $256k from FY2020
- FY2022 projected revenue slightly below budget; expenses tracking with budget

Solid Waste Fund

- FY2021 ending reserves up about 532k
- FY2022
  - Projected revenues slightly below budget
  - Expenses above budget due to additional CSW purchase

Financial Update Summary - Reserves

Projected Fund Balances as of Sept. 30, 2022

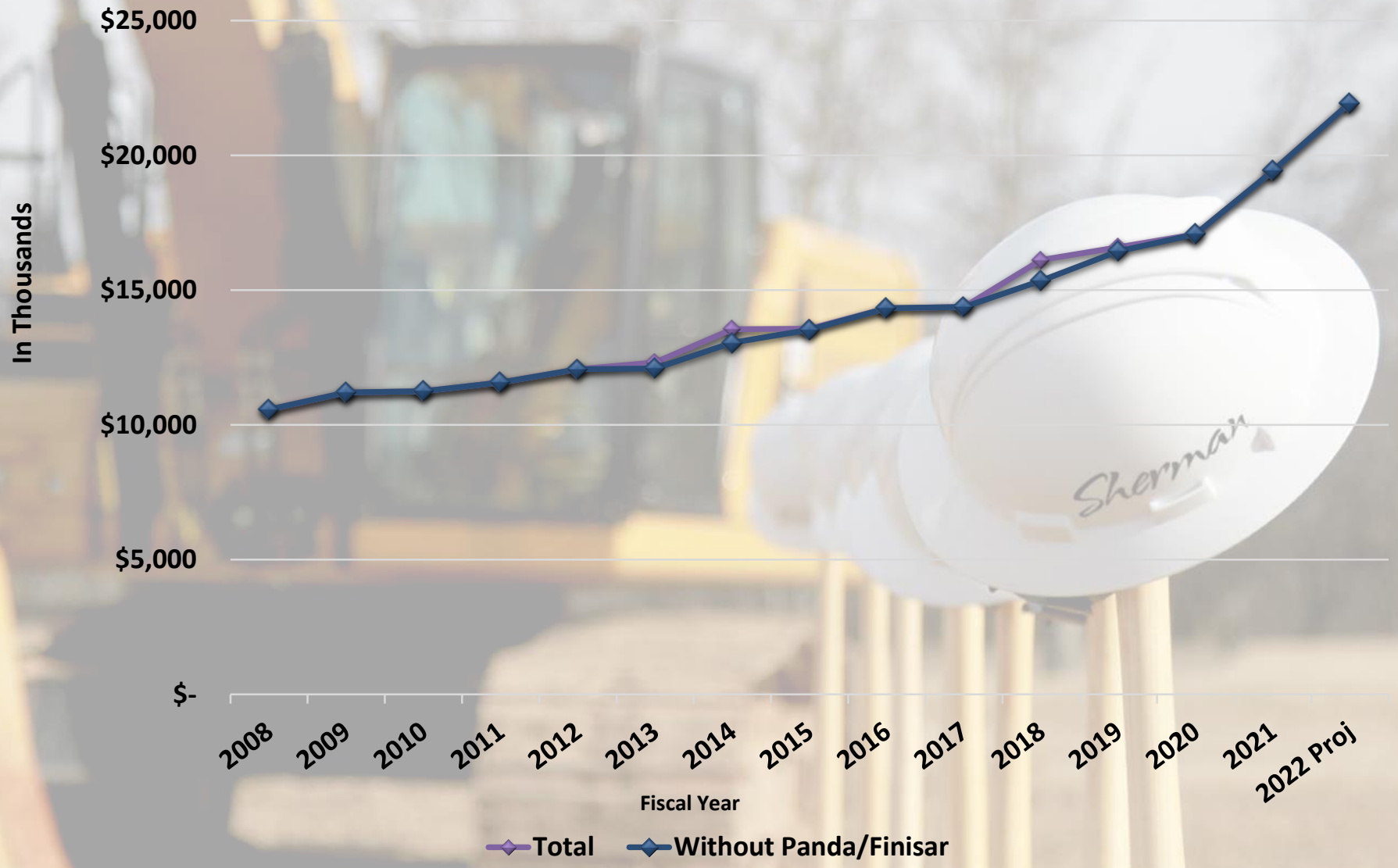
- General Fund - $14.9 million
  - $4.9M above FY22 adjusted budget
  - 115 days reserves
  - No Action Required
- Utility Fund - $4.8 million
  - FY2022 $1.0 above budget
  - 67 days reserves
  - Rate study – implement second year based on updated study results
- Solid Waste Fund - $1.2k
  - $68k below FY22 budgeted – CSW truck purchase
  - 55 days reserves
  - No Action Required

City of Sherman
GENERAL FUND

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022
Beginning Fund Balance	$ 9,373,123	$ 10,892,343	$ 13,004,657
Revenues			
Property Tax	12,445,528	11,697,400	11,822,200
Sales Tax	21,037,726	21,495,000	24,056,000
Franchise Tax	2,876,388	2,798,000	2,930,500
Other Taxes	161,158	165,125	155,800
Fines & Penalties	348,776	448,600	323,600
Recreation	284,540	285,600	285,600
Licenses & Permits	810,669	811,500	811,500
Rentals	35,146	29,550	29,550
Cemetery	225,088	221,100	221,100
Sales & Service	1,179,640	1,866,491	1,866,491
Ambulance Service	1,428,252	1,252,200	1,252,200
Interest Income	35,502	80,000	80,000
Grant Revenue	1,436,947	42,800	897,800
Intergovernmental	334,704	231,407	231,407
Miscellaneous Revenue	302,986	201,700	901,700
Total Revenues	42,943,051	41,626,473	45,865,448
Transfers In	3,927,975	3,358,139	3,358,139
Total Revenues and Transfers In	46,871,026	44,984,612	49,223,587
Total Funds Available	56,244,149	55,876,955	62,228,244
Expenditures			
Personnel	29,382,367	31,338,960	32,376,960
Supplies	2,145,160	1,965,230	1,965,230
Repair & Maintenance	1,665,299	2,107,516	2,107,516
Utilities	1,210,085	1,098,070	1,098,070
Information Technology	715,897	1,041,100	1,041,100
Services & Charges	3,941,453	3,515,339	3,515,339
Vehicle Usage	1,946,799	1,966,490	1,966,490
Capital Expenses	346,466	639,862	639,862
Fleet Services & Charges	1,025,966	783,698	1,233,698
Transfers Out	860,000	1,410,000	1,410,000
Total Expenditures	43,239,492	45,866,266	47,354,266
Excess Revenues over Expenditures	3,631,534	(881,654)	1,869,321
Ending Fund Balance	$ 13,004,657	$ 10,010,689	$ 14,873,978

Sales Tax History

(excluding Street tax)



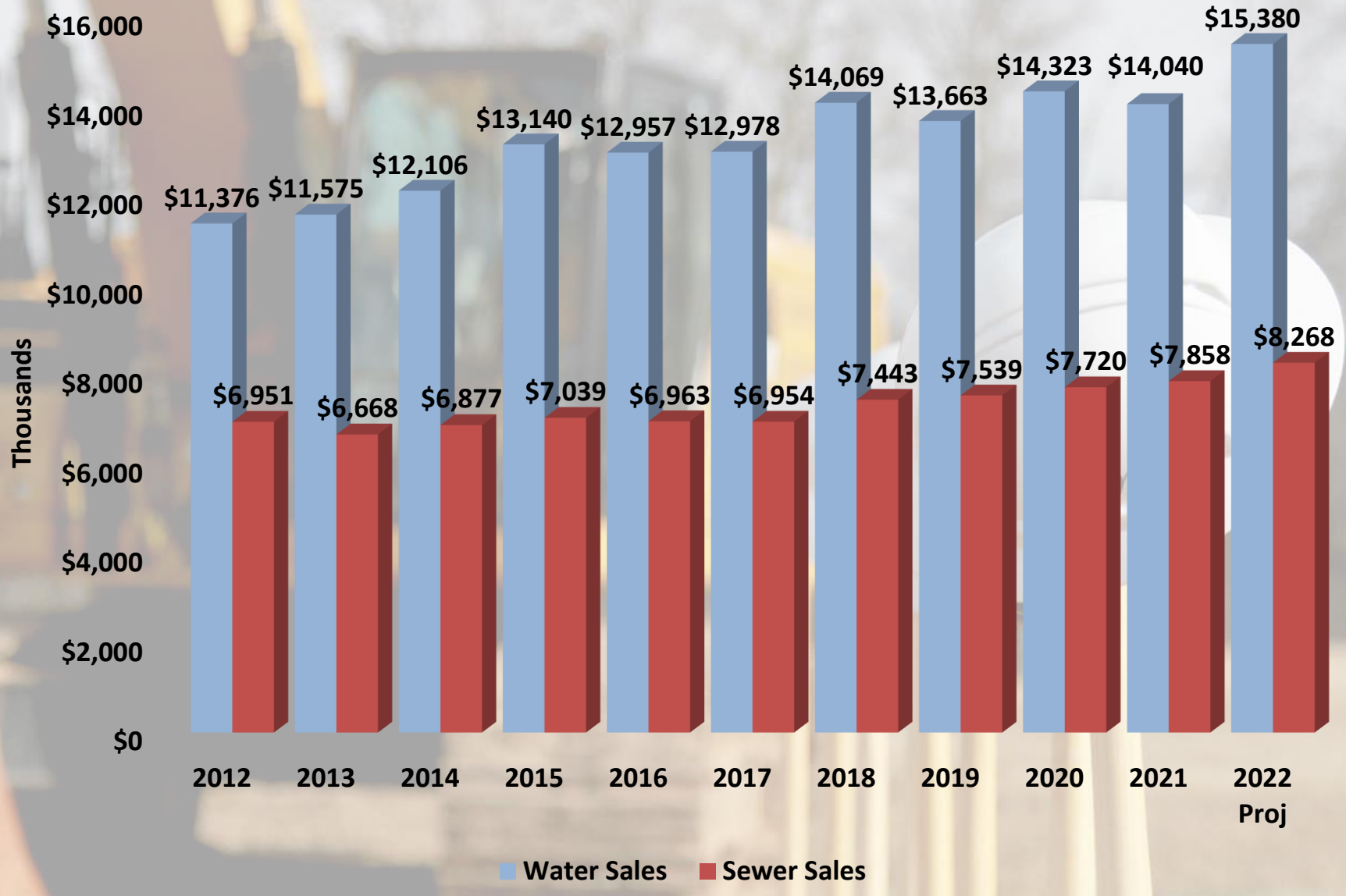
Sales Tax

$25,000
$20,000
$15,000
$10,000
$5,000
$-
Thousands
Annualized Growth since 2013 = 6.8%
$1,026
$4,104
$8,208
$1,129
$4,516
$9,031
$1,196
$4,785
$9,570
$1,191
$4,765
$9,531
$1,198
$4,791
$9,583
$1,343
$5,371
$10,741
$1,382
$5,529
$11,058
$1,423
$5,691
$11,381
$1,618
$6,473
$12,946
$1,850
$7,402
$14,804
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022 Proj
Regular Sales Tax
Sales Tax in Lieu of Property Tax
Street Sales Tax

City of Sherman
UTILITY FUND

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022
Beginning Reserve	$ 4,413,073	$ 2,628,975	$ 4,157,410
Revenues			
Water Sales	14,039,787	15,694,000	15,380,000
Sewer Sales	7,857,841	8,614,000	8,268,000
Laboratory	123,444	140,000	140,000
Service Charges & Penalties	612,830	610,000	610,000
Charges for Services	193,382	201,000	190,000
Interest Income	8,597	25,000	22,000
Intergovernmental	401,349	1,608,488	1,717,656
Miscellaneous Revenue	89,715	81,000	81,000
Total Revenues	23,326,945	26,973,488	26,408,656
Transfers In	438,000	183,000	183,000
Total Revenues and Transfers In	23,764,945	27,156,488	26,591,656
Total Funds Available	28,178,017	29,785,463	30,749,066
Expenditures			
Personnel	6,514,271	6,978,640	7,120,157
Supplies	1,069,007	1,642,586	1,642,586
Repair & Maintenance	2,334,964	2,647,106	2,647,106
Utilities	2,484,357	1,646,370	1,646,370
Information Technology	203,174	293,540	293,540
Debt Service	6,541,664	7,117,205	6,982,496
Services & Charges	1,658,311	2,148,565	2,148,565
Vehicle Usage	464,349	467,900	467,900
Fleet Services & Charges	236,070	346,791	346,791
Capital Expenses	214,441	258,321	258,321
Total Expenditures	21,720,607	23,547,023	23,553,831
Transfers Out	2,300,000	2,426,000	2,426,000
Total Expenditures and Transfers Out	24,020,607	25,973,023	25,979,831
Excess Revenues over Expenditures	(255,663)	1,183,465	611,825
Ending Reserve	$ 4,157,410	$ 3,812,440	$ 4,769,235

Water and Sewer Revenues



Projected Debt and Utility Revenue – No Capitalized Interest

Fiscal Year	2022	2023	2024	2025	2026
Household growth in water revenue					
# of new homes	200	750	1,000	1,000	1,000
Average monthly					
W&S bill @ 8,000 gal	$ 78	$ 82	$ 84	$ 87	$ 90
Yearly incremental revenue	$ 187,000	$ 735,000	$ 1,010,000	$ 1,041,000	$ 1,075,000
Cumulative incremental revenue	$ 187,000	$ 922,000	$ 1,932,000	$ 2,973,000	$ 4,048,000
TI water revenue	$ -	$ -	$ 1,043,968	$ 3,414,036	$ 6,008,435
TI sewer revenue	$ -	$ -	$ 1,110,246	$ 3,497,892	$ 6,214,369
Total TI water & sewer rev	$ -	$ -	$ 2,154,214	$ 6,911,929	$ 12,222,804
Total Revenue	$ 187,000	$ 922,000	$ 4,086,214	$ 9,884,929	$ 16,270,804
Total New Debt Service	$ 3,217,710	$ 8,481,836	$ 10,483,197	$ 11,812,308	$ 12,599,070
Over (Short)	$ (3,030,710)	$ (7,559,836)	$ (6,396,983)	$ (1,927,379)	$ 3,671,734

Projected Debt and Utility Revenue – Capitalized Interest

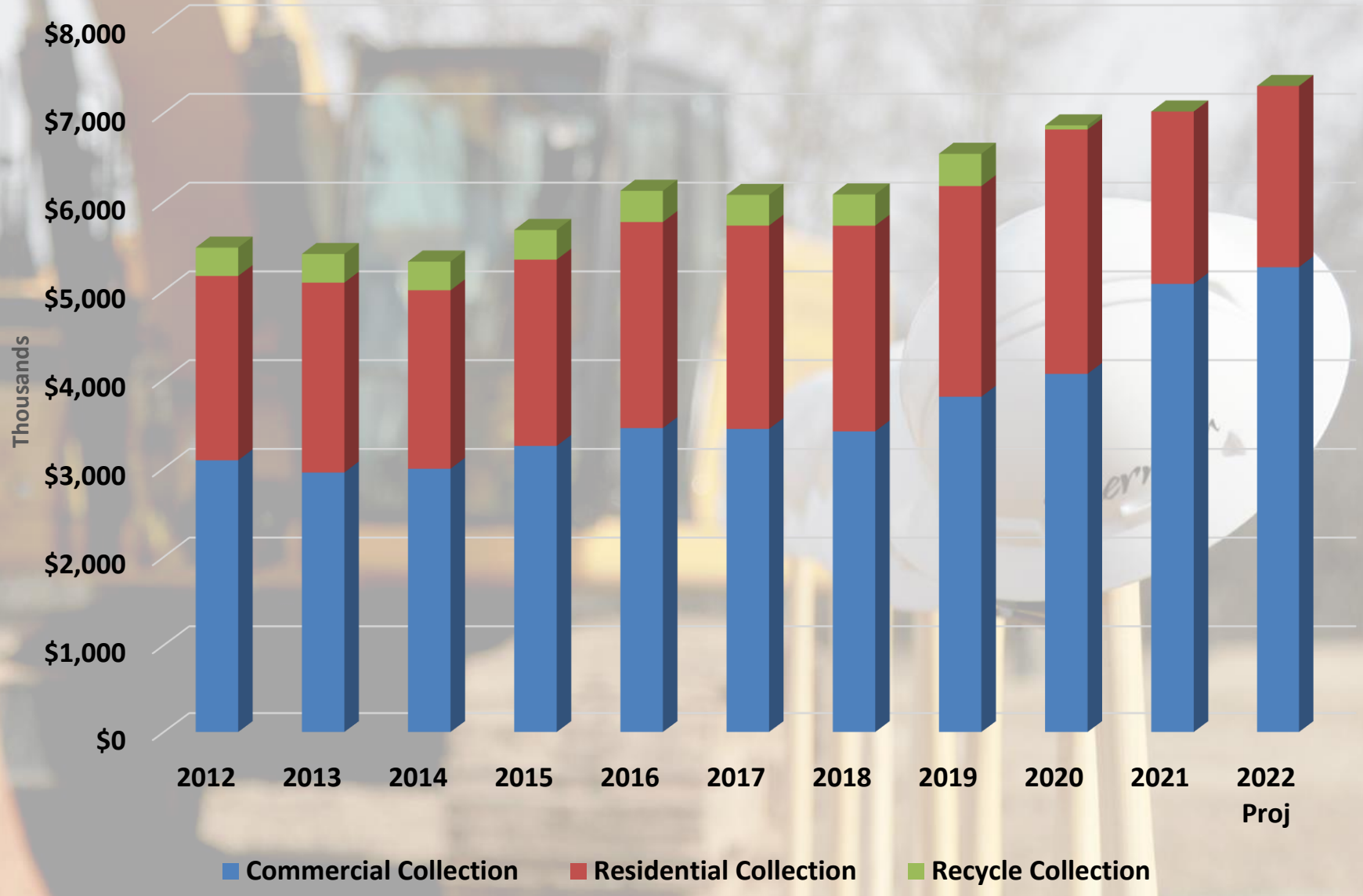
(In millions)

Fiscal Year	2022	2023	2024	2025	2026
Incremental:					
Debt - Non-TI	$ -	$ 16,200,000	$ 10,000,000	$ 10,000,000	$ 10,000,000
Debt - TI-related	$ -	$ -	$ -	$ -	$ 202,254,000
Debt Total	$ -	$ 16,200,000	$ 10,000,000	$ 10,000,000	$ 212,254,000
Household growth in water revenue					
# of new homes	200	750	1,000	1,000	1,000
Average monthly W&S bill @ 8,000 gal	$ 78	$ 82	$ 84	$ 87	$ 90
Yearly incremental revenue	$ 187,000	$ 735,000	$ 1,010,000	$ 1,041,000	$ 1,075,000
Cumulative incremental reven	$ 187,000	$ 922,000	$ 1,932,000	$ 2,973,000	$ 4,048,000
TI water revenue	$ -	$ -	$ 1,043,968	$ 3,414,036	$ 6,008,435
TI sewer revenue	$ -	$ -	$ 1,110,246	$ 3,497,892	$ 6,214,369
Total TI water & sewer rev	$ -	$ -	$ 2,154,214	$ 6,911,929	$ 12,222,804
Total Revenue	$ 187,000	$ 922,000	$ 4,086,214	$ 9,884,929	$ 16,270,804
Total New Debt Service	$ -	$ 930,332	$ 1,504,610	$ 2,078,889	$ 14,268,184
Over (Short)	$ 187,000	$ (8,332)	$ 2,581,604	$ 7,806,040	$ 2,002,620

City of Sherman
SOLID WASTE FUND

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022
Beginning Fund Balance	$ 608,661	$ 853,746	$ 1,140,350
Revenues			
Solid Waste Service	7,306,302	7,464,000	7,390,000
Service Charges & Penalties	140,352	140,000	140,000
Interest Income	801	1,800	1,800
Miscellaneous Revenue	765,335	728,000	728,000
Grant Revenue	-	-	45,532
Transfers In	120,000	-	-
Total Revenues	8,332,790	8,333,800	8,305,332
Total Funds Available	8,941,451	9,187,546	9,445,682
Expenditures			
Personnel	1,748,971	1,970,220	2,021,422
Supplies	227,386	359,876	359,876
Repair & Maintenance	44,164	58,844	58,844
Utilities	33,408	49,550	49,550
Information Technology	57,442	86,510	86,510
Services & Charges	2,231,911	2,389,286	2,389,286
Vehicle Usage	1,154,729	1,175,640	1,175,640
Capital Expenses	169,372	131,909	131,909
Fleet Services & Charges	350,000	554,897	829,897
Transfers Out	1,783,719	1,115,139	1,115,139
Total Expenditures	7,801,101	7,891,871	8,218,073
Excess Revenues over Expenditures	531,689	441,929	87,259
Ending Fund Balance	$ 1,140,350	$ 1,295,675	$ 1,227,609

Solid Waste Revenues



Financial Update - Capital Improvement and Debt

City of Sherman
GENERAL IMPROVEMENT FUND

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022
Beginning Fund Balance	$ 9,656,463	$ 31,598,481	$ 36,395,135
Revenues			
Transfers In	250,000	1,569,000	1,269,000
Transfers In - Impact Fees	-	-	300,000
Intergovernmental	-	-	65,000
Grant Revenue	-	-	-
Interest Income	7,553	150,000	25,000
Miscellaneous Revenue	-	-	316,215
Debt Proceeds	33,647,608	334,000	334,000
Total Revenues	33,905,161	2,053,000	2,309,215
Total Funds Available	43,561,624	33,651,481	38,704,350
Expenditures			
Facilities	1,470,572	17,594,000	10,533,609
Parks	283,816	980,000	980,000
Streets	5,279,977	11,893,290	11,449,383
Other	132,124	150,000	951,048
Transfers Out	-	-	-
Total Expenditures	7,166,489	30,617,290	23,914,040
Excess Revenues over Expenditures	26,738,672	(28,564,290)	(21,604,825)
Ending Fund Balance	$ 36,395,135	$ 3,034,191	$ 14,790,310

City of Sherman
GENERAL IMPROVEMENT FUND

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022
Beginning Fund Balance	$ 9,656,463	$ 31,598,481	$ 36,395,135
Revenues			
Transfers In	250,000	1,569,000	1,269,000
Land Sale Proceeds	-	-	316,215
Intergovernmental	-	-	65,000
Transfer In - Impact Fees	-	-	300,000
Interest Income	7,553	150,000	25,000
Debt Proceeds	33,647,608	334,000	334,000
Grant Revenue	-	-	-
Total Revenues	33,905,161	2,053,000	2,309,215
Total Funds Available	43,561,624	33,651,481	38,704,350
Expenditures			
(1) FM 1417 (82 to 56) Eng, ROW & Match	1,999,978	-	-
(1) Pecan Grove Ball Fields	33,816	-	-
(1) Moore St - Park to W. Travis	189,616	-	2,027,873
(1) Steeplechase Dr Extension	3,243	-	-
(1) Hilre Drive Extension	153,360	-	165,511
(1) Travis St West	883,998	-	-
(1) Park Ave Realignment	1,753,397	-	121,135
(1) Bridges-Center/McGee	62,390	-	24,290
(1) TxDOT 1417 & W. Travis Intersection	2,500	-	1,040
(1) Lamberth Rd Thoroughfare	375	500,000	500,000
(1) Taylor St Extension Eng & ROW/McGee St Ext	1,405	540,000	1,560,000
(1) Ramp Resersal Northbound 75 at FM 1417	33,084	-	-
(1) Friendship ROW 56 to Lamberth	105	600,000	-

City of Sherman
GENERAL IMPROVEMENT FUND

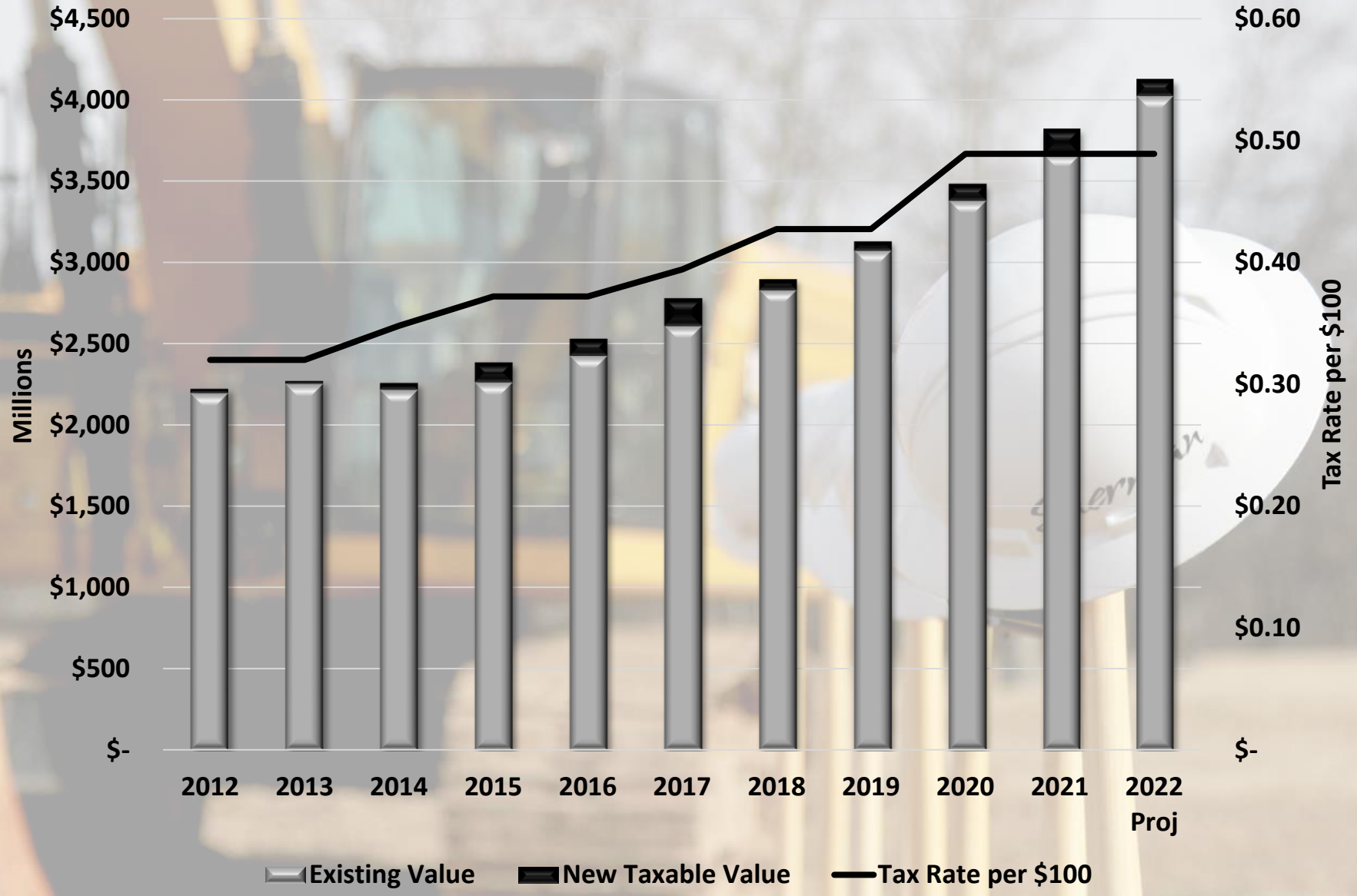
	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022
(3) UB Remodel	2,200	-	-
(3) Quail Run Park	250,000	-	-
(3) Police Firing Range	5,036	-	-
(3) Renovate Cemetery & Maint Bldg	27,703	-	-
(3) Self check-out stations RFID	39,126	-	-
(3) (Necessity) Station No. 1 roof replacement	55,900	-	-
(3) New police station - site and design	842,487	-	-
(3) Land Sale at W. Travis & FM 1417	6,178	-	1,947
(3) Central Fire Brick Repair	3,500	-	-
(3) Auditorium Chiller	-	-	187,662
(3) Bel Air Blvd Construction Ph I	92,998	-	806,006
(3) Recreation Center Study	-	40,000	40,000
(3) Call Recording Software	-	70,000	70,000
(3) FM 1417 signal at Bel Air Blvd Design	-	75,000	75,000
(3) MLK Restrooms (partial CDBG funded $240,000)	-	90,000	90,000
(3) Comprehensive Master Plan	-	100,000	100,000
(3) Watchguard video evidence platform	193,586	100,790	100,790
(3) Re-construct San Miguel cul-de-sac	-	110,000	110,000
(3) Fairview Basketball	-	150,000	150,000
(3) Airport Pavement Maintenance-City match	-	182,500	182,500
(3) Replace Fiber from Muni to PD	-	235,000	235,000
(3) Expand Fairview tennis courts; pickleball	-	240,000	240,000
(3) Pecan Grove West shading	-	270,000	270,000
(3) Beach Club Blvd design	-	300,000	300,000

City of Sherman
GENERAL IMPROVEMENT FUND

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022
(4) Sign Table	-	17,500	17,795
(4) Additional Parking Sta 2	-	20,000	20,000
(4) Latex Printer Sign Shop	-	20,500	18,165
(4) Privacy Fence Sta 3	-	25,000	25,000
(4) Front Fence & Gate for Sta 5.5	-	35,000	35,000
(4) Pecan Grove West Electrical Upgrade	-	35,000	35,000
(4) Wanco Message Boards	-	37,000	34,082
(4) Trail Development The Grove	-	50,000	50,000
(4) Bay Doors at Sta 1,2,3, & 5	-	94,000	94,000
(5) Shepherd Rd Design	-	330,000	369,700
(5) Bridge-S. Travis	-	600,000	575,710
(5) FM 1417 design/ROW - SH 56 to W. Travis	-	1,500,000	500,000
(5) Bel Air Blvd Construction Ph II	-	1,500,000	500,000
(5) Moore St - W. Travis to FM 1417	-	2,300,000	2,780,834
(5) Moore St - Park to power easement	-	2,200,000	500,000
(5) New police HQ - Construction	527,568	17,250,000	10,000,000
(5) Major Street Rebuilds	-	1,000,000	1,000,000
Total Expenditures	**7,166,489**	**30,617,290**	**23,914,040**
Excess Revenues over Expenditures	**26,738,672**	**(28,564,290)**	**(21,604,825)**
Ending Fund Balance	**$ 36,395,135**	**$ 3,034,191**	**$ 14,790,310**

(1) Pre-2021 CO
(2) SEDCO funded
(3) Land-sale funded/General Fund Transfer
(4) 2021 Tax Notes
(5) 2021 CO/Impact Fees

New Value and Growth in Existing Property



Incremental New Value and Growth in Existing Property

Debt Update

CO Bond Summary

	2016 C.O. (in millions)	2017 C.O. (in millions)	2018 C.O. (in millions)	2019 C.O. (in millions)	2021 C.O. (in millions)	Total
Streets						
TxDOT 1417 & W. Travis Intersection	$ -	$ -	$ -	$ 2.0	$ -	$ 2.0
TxDOT-Hwy 75 Gap Project	-	-	-	8.2	-	8.2
* TXDOT Ramp Reversal at 75/1417	-	0.2	2.3	-	-	2.5
TxDOT-FM 1417 - US 82 to SH 56 Eng +	1.6	-	2.4	1.4	-	5.4
Friendship Road - Eng + ROW	1.1	-	0.1	-	0.2	1.4
Lamberth Rd	-	0.8	-	-	-	0.8
Canyon Creek	2.3	0.3	-	-	-	2.6
Swan Ridge	0.1	-	-	-	-	0.1
TxDOT - FM 1417 56 to W. Travis ROW/Eng	-	0.9		-	1.0	1.9
Travis St West	0.1	4.9	2.9	1.8	-	9.6
Legacy Blvd	-	-		1.9	-	1.9
Taylor/Washington Eng + ROW	-	1.2	0.5	0.8	-	2.5
* Northgate Drive	-	-	0.9	-	-	0.9
Moore St - W Travis to Park	-	-	-	2.1	-	2.1
Moore St - W Travis to FM 1417					2.8	2.8
Moore St - Park to power easement					2.2	2.2
Steeplechase Drive Ext	-	-	-	0.5	-	0.5
Park Ave Realigment (net)	-	-	1.0	1.0	-	2.0
Flanary/Progress	-	-	-	0.1	-	0.1
Hilre Drive Extension	-	-	-	0.3	-	0.3
Munson Planned Development	-	-	-	0.1	-	0.1

CO Bond Summary

	2016 C.O. (in millions)	2017 C.O. (in millions)	2018 C.O. (in millions)	2019 C.O. (in millions)	2021 C.O. (in millions)	Total
Shepherd Rd Design					0.4	0.4
Bel Air Blvd Construction Ph II					1.5	1.5
Major Street Rebuild					1.5	1.5
						-
Facilities						-
Library	1.7	-	0.8	-	-	2.5
Fire Station #4	-	3.0	1.0	-	-	4.0
Police Headquarters					17.3	17.3
						-
TIRZ						-
TIRZ #5 Sherman Crossroads	-	4.0	-	-	-	4.0
TIRZ #6 Sherman Landing	-	3.0	-	-	-	3.0
TIRZ #7 Legacy Village	-	-	2.4	-	-	2.4
TIRZ #7 Exp Bel Air					-	-
TIRZ Projects					2.6	2.6
						-
Bridges						-
Travis/Center/McGee	-	0.5	-		0.5	1.0
						-
Parks						-
Pecan Grove West Ballfields	-	-	5.0	-	-	5.0
Totals	$ 6.9	$ 18.8	$ 19.2	$ 20.0	$ 30.0	$ 94.9

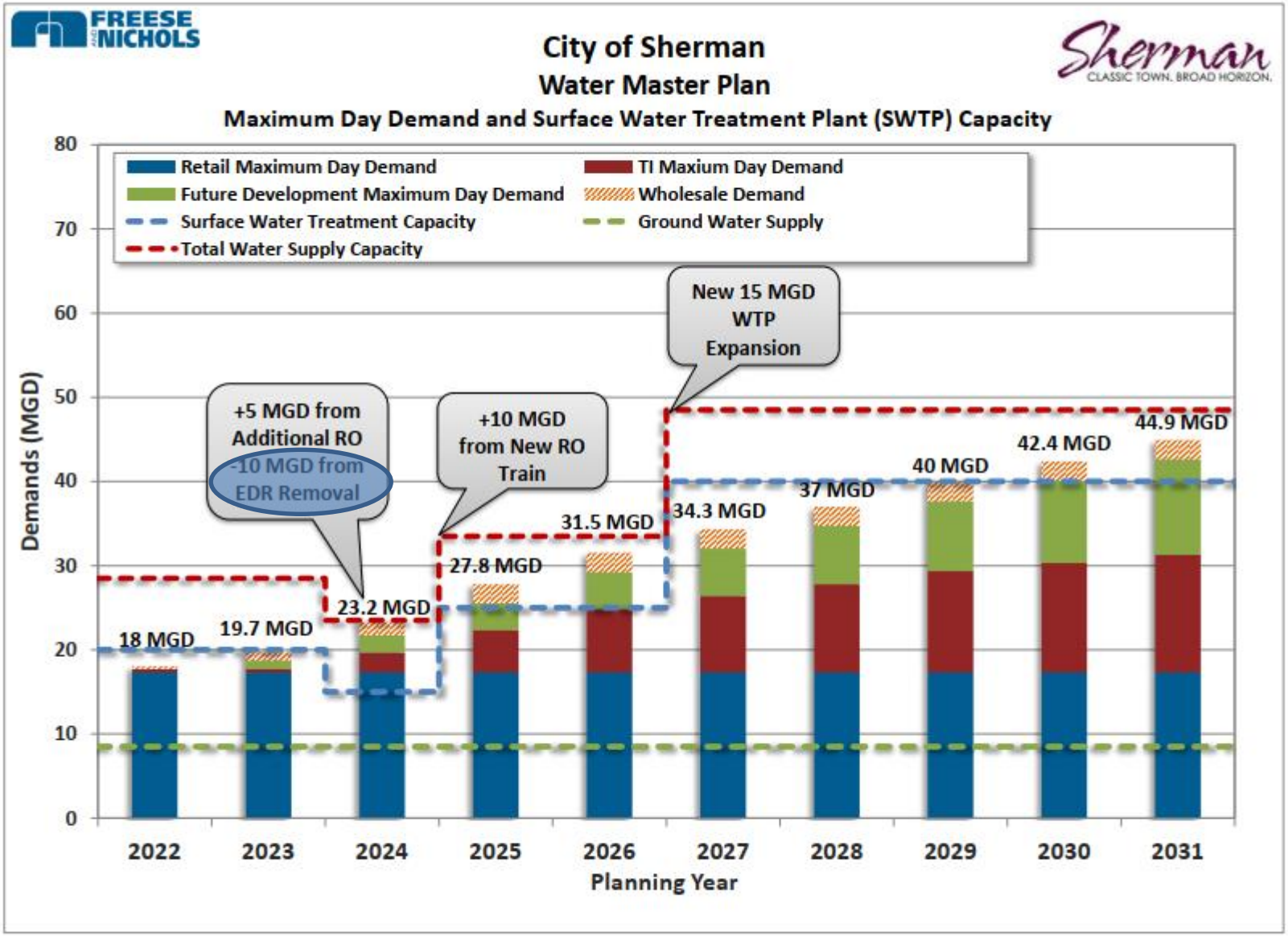
Outstanding CO/GO Debt

(in 000)

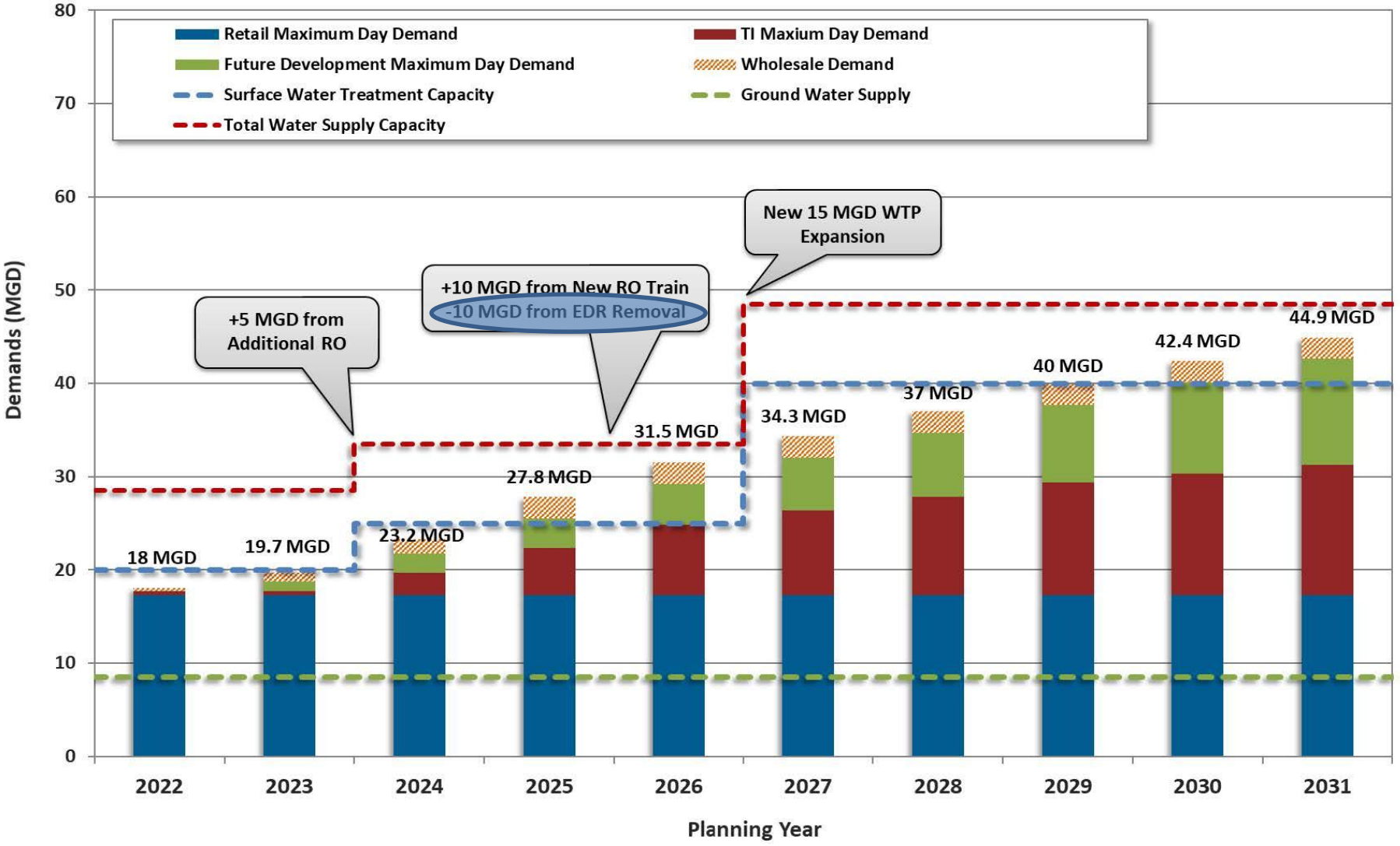
Description	Interest	Principal
2004 TIF #1	$ 10,656	$ 240,000
2016 CO	1,108,163	5,455,000
2017 A Stormwater	880,894	3,175,000
2017 CO General Imp	4,684,088	15,410,000
2017 Refunding	919,400	6,065,000
2018 CO	7,590,650	17,495,000
2019 CO	7,822,388	17,760,000
2021 CO	10,866,725	28,635,000
2021 Tax Notes	135,400	1,330,000
Total	**$ 34,018,363**	**$ 95,565,000**

Utility Fund Stuff

PREVIOUSLY DISCUSSED IN FEBRUARY



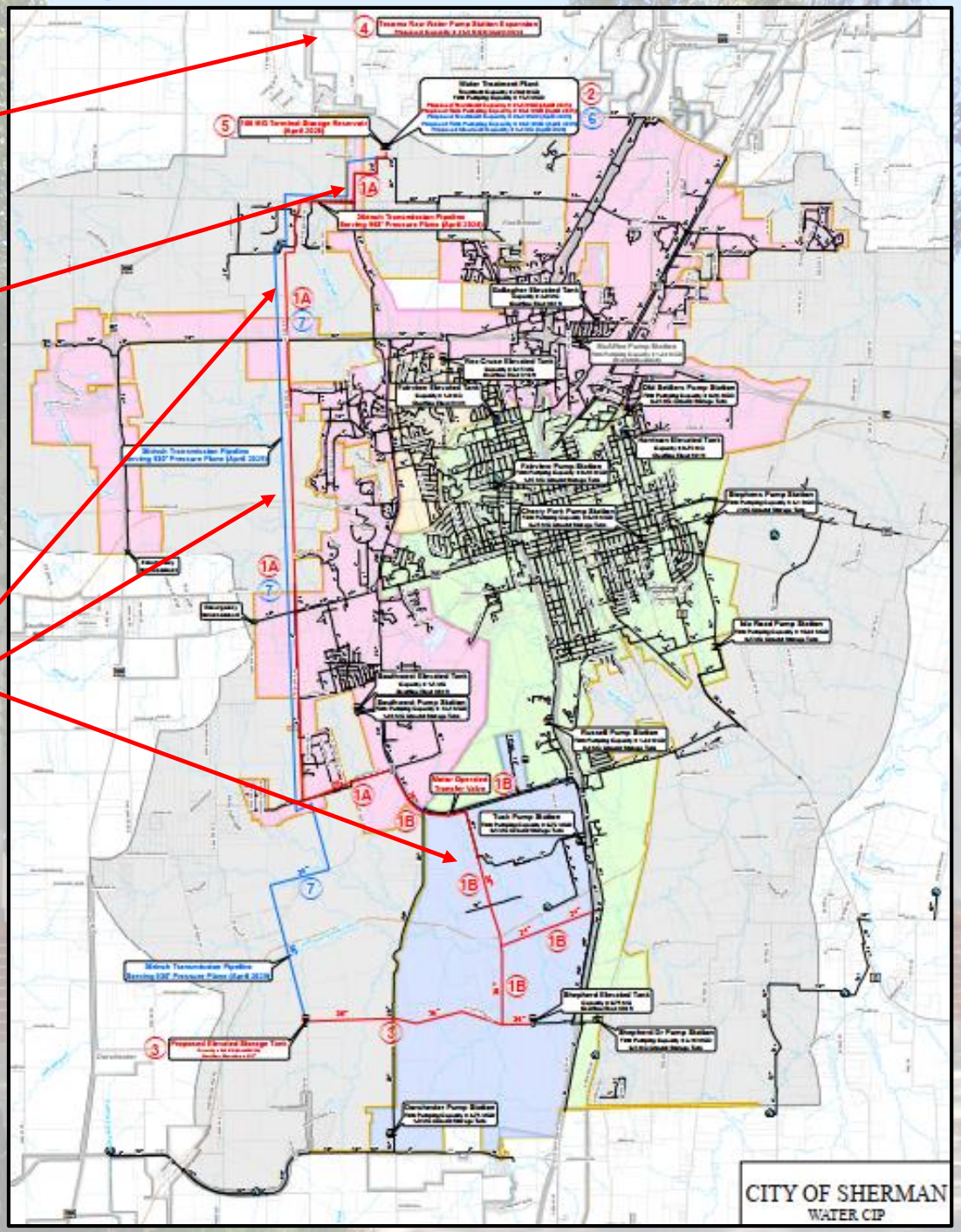
City of Sherman
Water Master Plan
Maximum Day Demand and Surface Water Treatment Plant (SWTP) Capacity



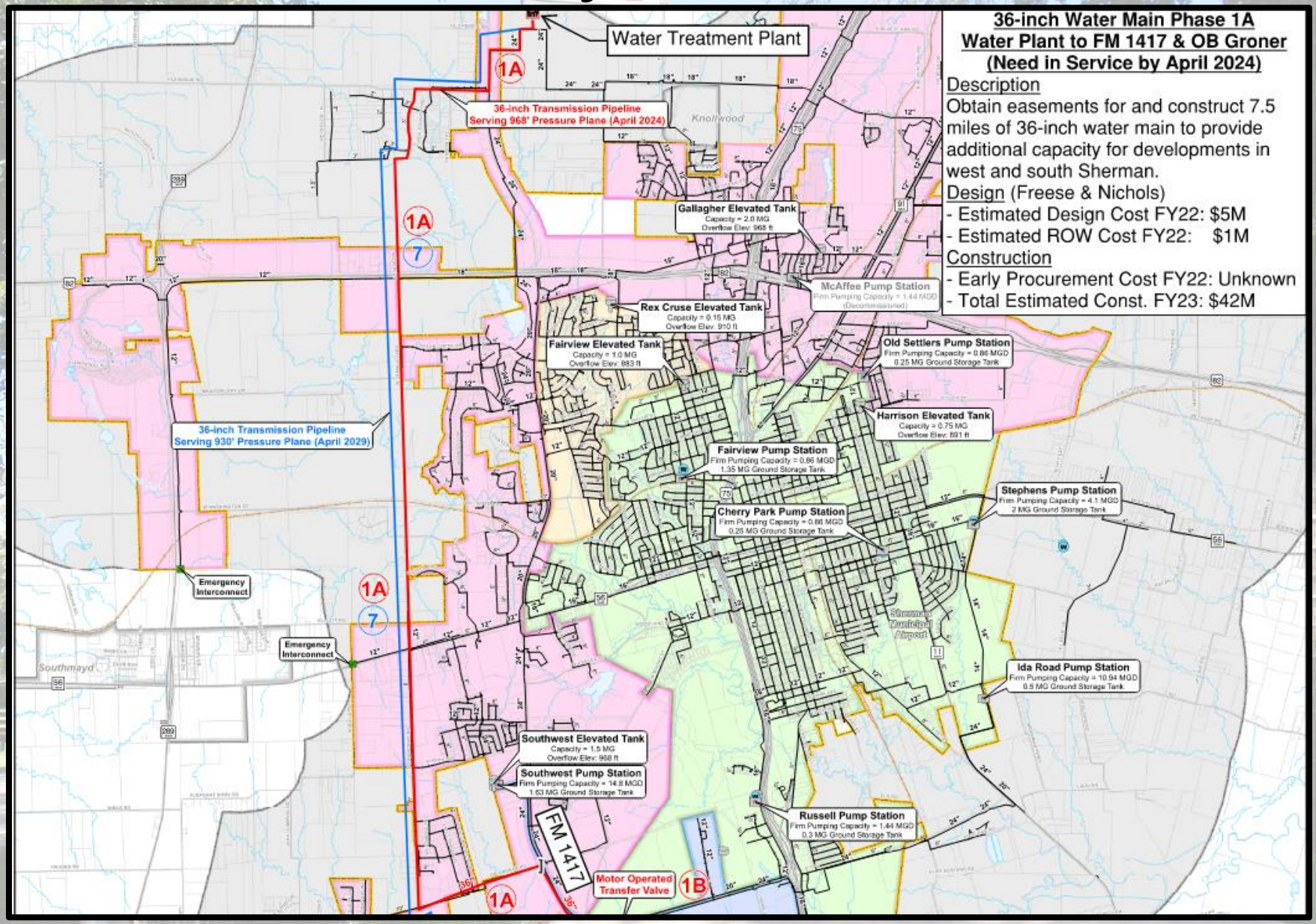
Lake Texoma Pump Station

WTP Expansion

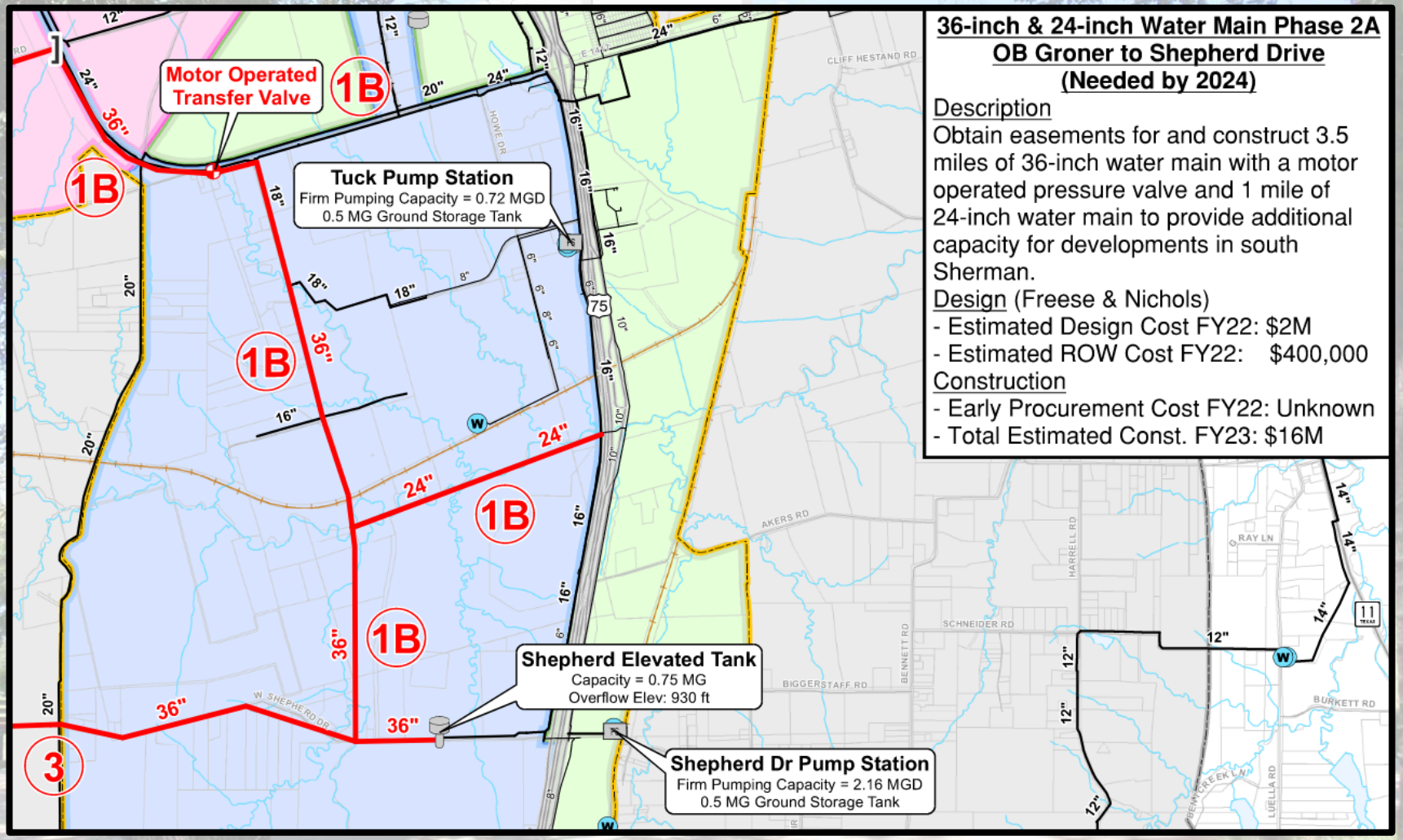
Pipeline(s)



Water Project 1A CMAR



Water Project 1B CMAR



36-inch & 24-inch Water Main Phase 2A
OB Groner to Shepherd Drive
(Needed by 2024)

Description

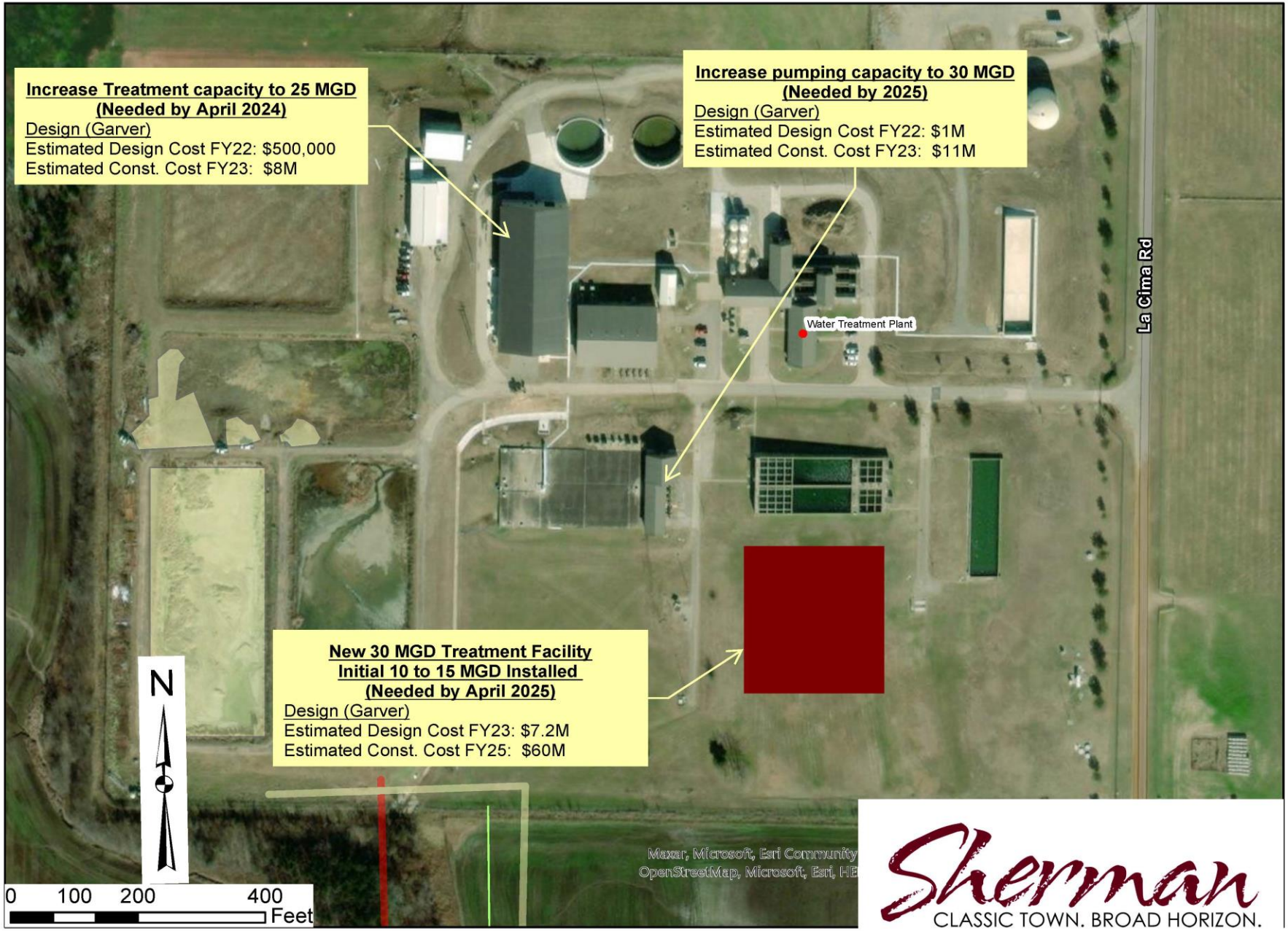
Obtain easements for and construct 3.5 miles of 36-inch water main with a motor operated pressure valve and 1 mile of 24-inch water main to provide additional capacity for developments in south Sherman.

Design (Freese & Nichols)

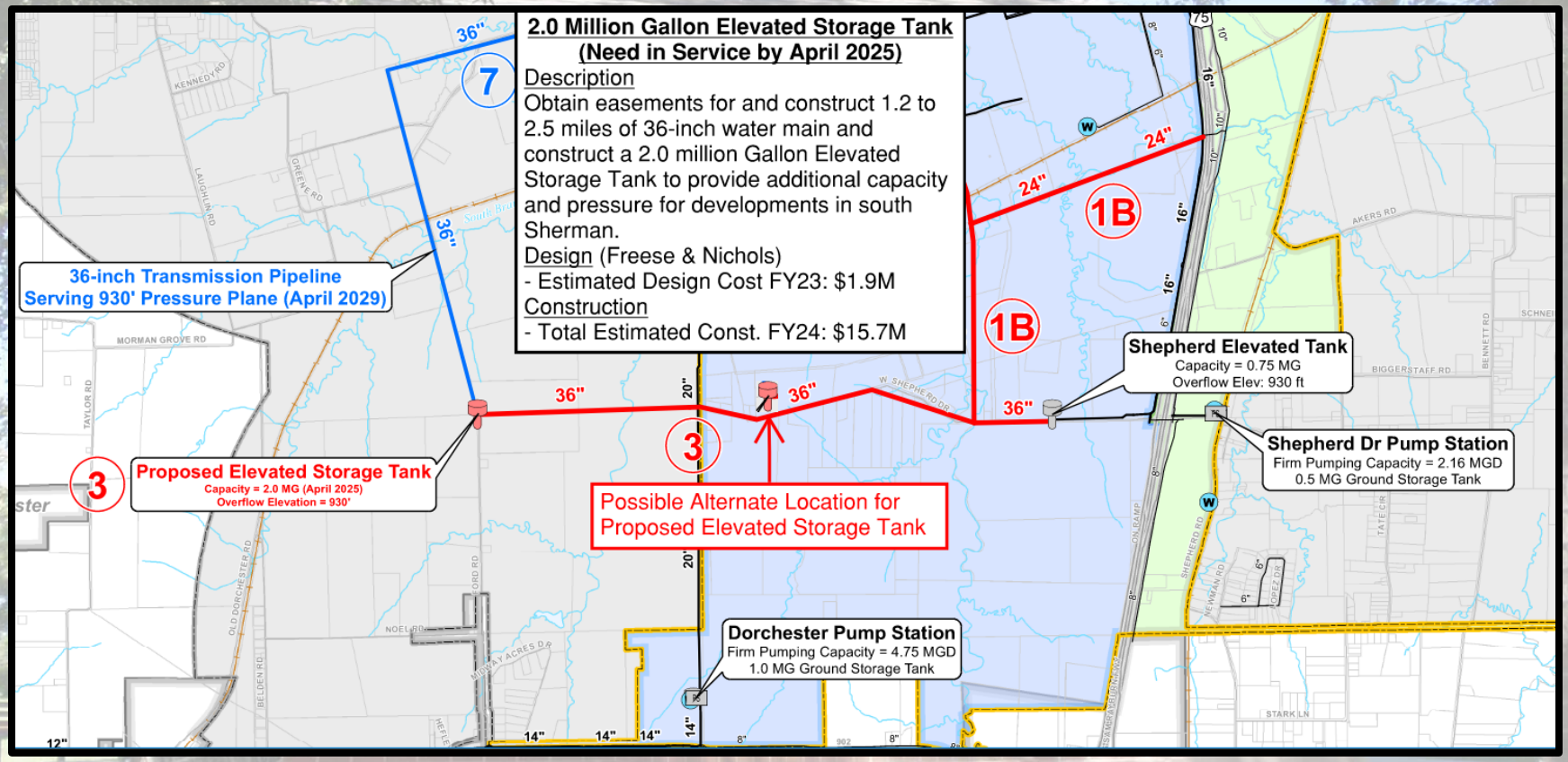
- Estimated Design Cost FY22: $2M
- Estimated ROW Cost FY22: $400,000

Construction

- Early Procurement Cost FY22: Unknown
- Total Estimated Const. FY23: $16M

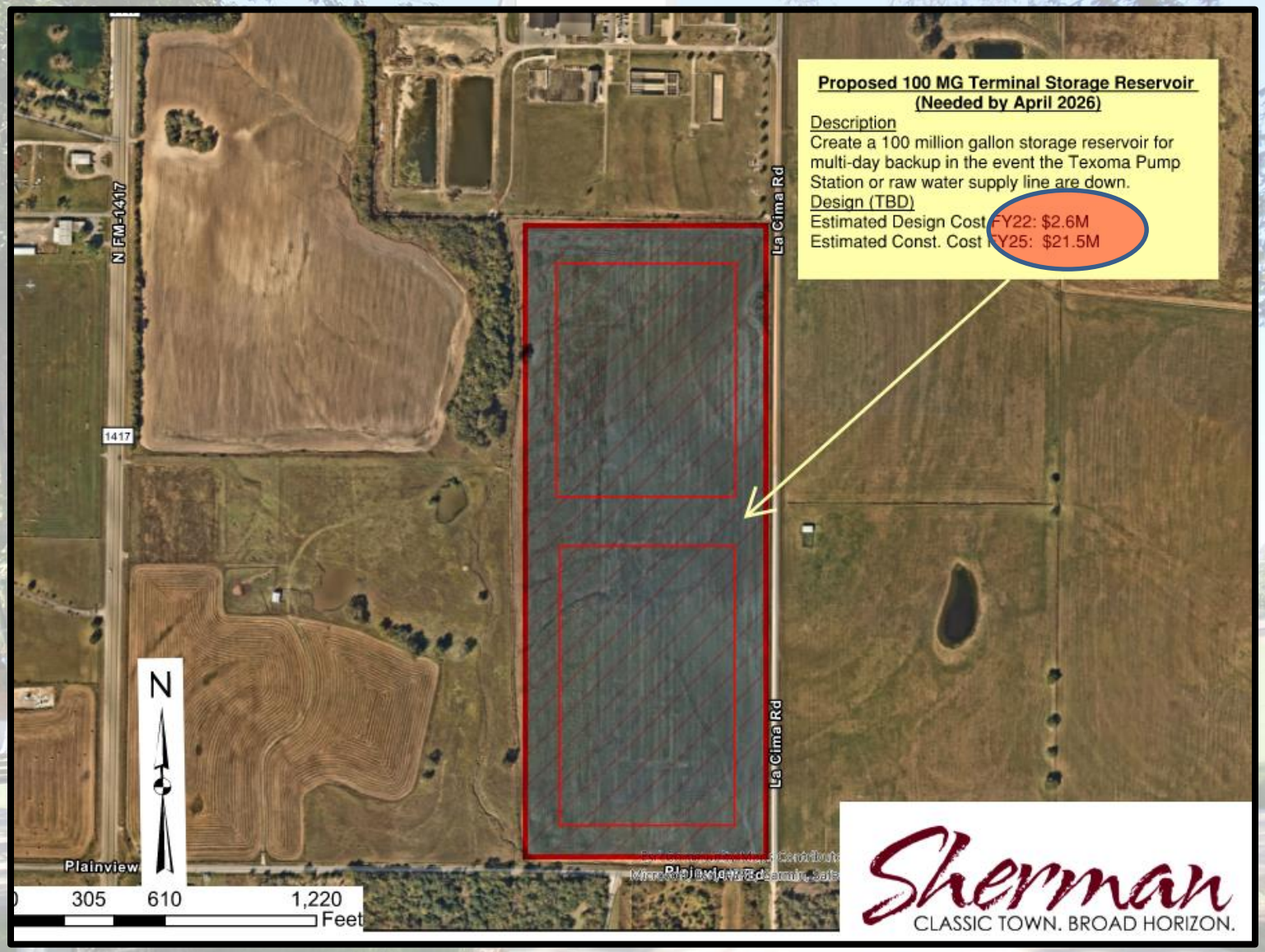

Increase Treatment capacity to 25 MGD
(Needed by April 2024)
Design (Garver)
Estimated Design Cost FY22: $500,000
Estimated Const. Cost FY23: $8M
Increase pumping capacity to 30 MGD
(Needed by 2025)
Design (Garver)
Estimated Design Cost FY22: $1M
Estimated Const. Cost FY23: $11M
Water Treatment Plant
La Cima Rd
New 30 MGD Treatment Facility
Initial 10 to 15 MGD Installed
(Needed by April 2025)
Design (Garver)
Estimated Design Cost FY23: $7.2M
Estimated Const. Cost FY25: $60M
N
0 100 200 400
Feet
Maxar, Microsoft, Esri Community
OpenStreetMap, Microsoft, Esri, HE
Sherman
CLASSIC TOWN. BROAD HORIZON.

Water Project 3

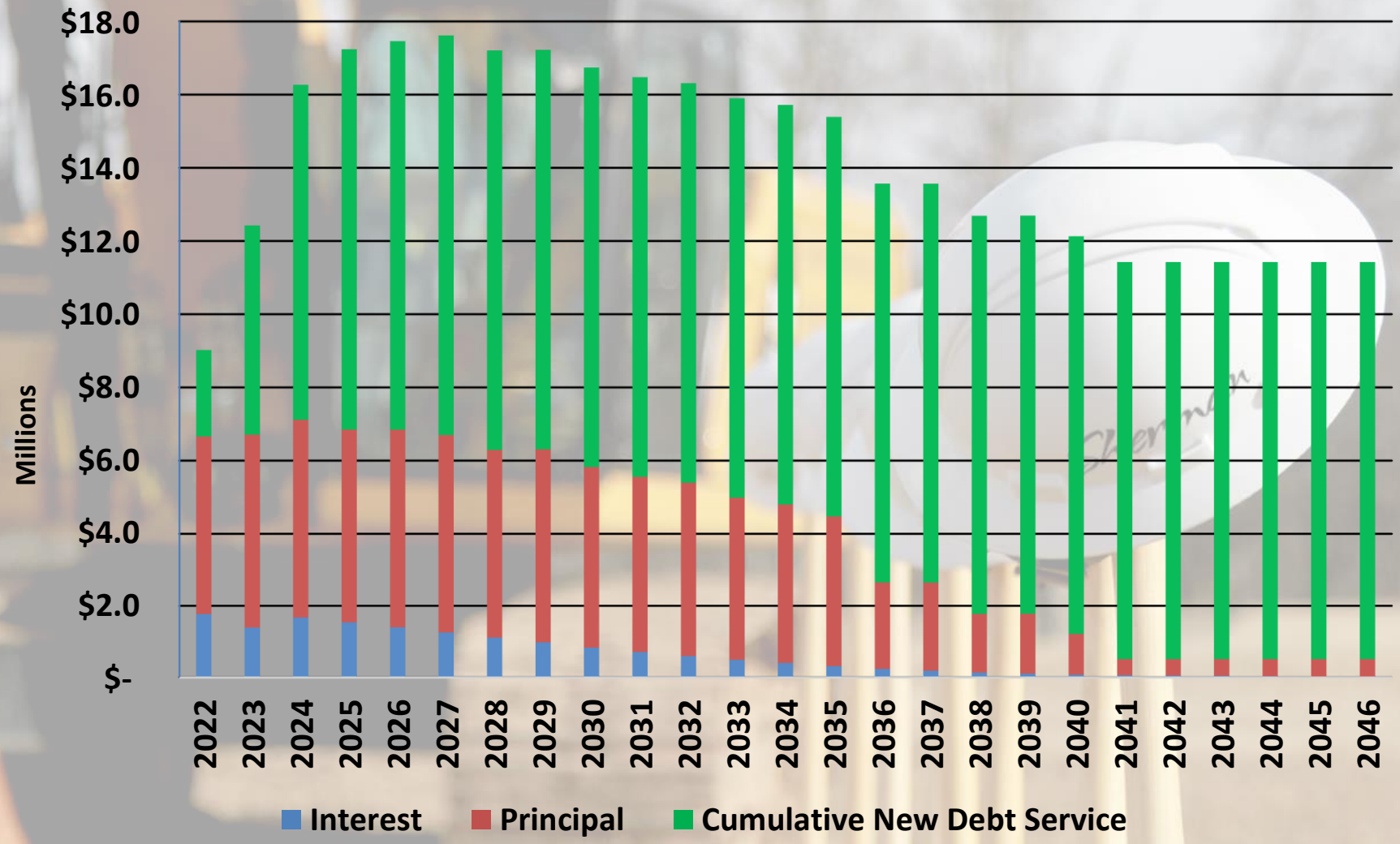


Water Project 4

Water Project 5 CMAR



Projected Debt Service



Utility Projects Debt Approach

- All debt issued thru GTUA
- Phased approach in FY22, FY23, FY24
- Total needs $150M - $250M
  - FY22 - $70M Engineering, ROW, materials acquisition
  - FY23 - $100M Construction
  - FY24 - $80M Construction

Utility Fund Projections

Volume Water Rate	$3.27	$3.37	$3.47	$3.57	$3.68	$3.79	$3.79
Volume Sewer Rate	$3.48	$3.69	$3.95	$4.22	$4.52	$4.84	$4.84
UTILITY FUND	Actual FY 2021	Projected FY 2022	Projected FY 2023	Projected FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Beginning Fund Balance	$ 4,323,306	$ 4,157,410	$ 4,798,912	$ 4,033,559	$ 2,359,889	$ 995,400	$ 7,055,134
Water Sales	13,158,776	14,492,901	15,415,000	16,394,000	17,430,000	18,529,000	18,918,000
Panda	881,013	887,099	887,000	887,000	887,000	887,000	887,000
TI - Water	-	-	1,014,000	1,670,000	2,473,000	5,316,000	6,756,000
Sewer Sales	7,857,839	8,268,000	9,055,000	9,919,000	9,957,000	11,911,000	12,131,000
TI - Sewer	-	-	865,000	1,480,000	2,277,000	5,084,000	6,462,000
Impact Fees-Water	-	650,000	600,000	1,200,000	660,000	500,000	-
SEDCO/GTUA	401,350	298,296	298,297	298,298	298,299	298,300	298,300
Interest	8,597	10,000	10,000	10,000	10,000	10,000	10,000
Other	1,019,370	1,019,000	1,019,000	1,019,000	1,019,000	1,019,000	1,019,000
Grant Revenue		109,168					
Transfers in	438,000	183,000	206,000	210,000	214,000	218,000	222,000
Total Revenues	23,764,945	25,917,464	29,369,297	33,087,298	35,225,299	43,772,300	46,703,300
Personnel	6,433,461	6,626,000	6,825,000	7,030,000	7,241,000	7,458,000	7,682,000
Premium Pay		141,517					
Other	8,269,119	7,550,000	7,930,000	8,330,000	8,750,000	9,190,000	9,370,000
Debt Service	6,486,471	6,982,494	6,951,823	7,326,170	7,058,633	7,055,917	6,909,305
Debt Service-New GTUA	-	749,951	4,852,827	8,288,798	9,527,155	9,751,649	10,055,019
Capital Outlay	441,790	800,000	800,000	800,000	800,000	800,000	800,000
Transfers	2,300,000	2,426,000	2,775,000	2,986,000	3,213,000	3,457,000	3,720,000
Total Expenditures	23,930,841	25,275,962	30,134,650	34,760,968	36,589,788	37,712,566	38,536,324
Excess (Deficit)	(165,896)	641,502	(765,353)	(1,673,670)	(1,364,489)	6,059,734	8,166,976
Ending Fund Balance	$ 4,157,410	$ 4,798,912	$ 4,033,559	$ 2,359,889	$ 995,400	$ 7,055,134	$ 15,222,110
Days in Fund Balance	63	69	49	25	10	68	45 144

Utility Fund Approach for FY2023

- <u>Combatting potential deficits for FY23-FY25</u>
  - Several $million cumulative deficit during major construction period
  - “Borrow” from General Fund excess reserves?
  - Capitalized Interest during construction period?
  - SEDCO participation??

- Operating margins stabilize in FY2026, so the critical period is through FY2025

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Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

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BEL AIR VILLAGE

- All Phase I lots sold (327 lots), construction to begin 2Q2022
- Engineering complete on Phase II single family (600 lots) in 2Q2022
- Phase I multifamily (310 units) construction begin 2H2022. Approximately 3,000 multi-family units
- Financial Impact
  - $2.2 M annual property tax revenue (non-TIRZ) @$650M+ value
  - $2.1M Utility Revenues - annual
  - $3.3M Impact Fees (one-time)
  - $1.2M Engineering & Inspection Fees (one-time)

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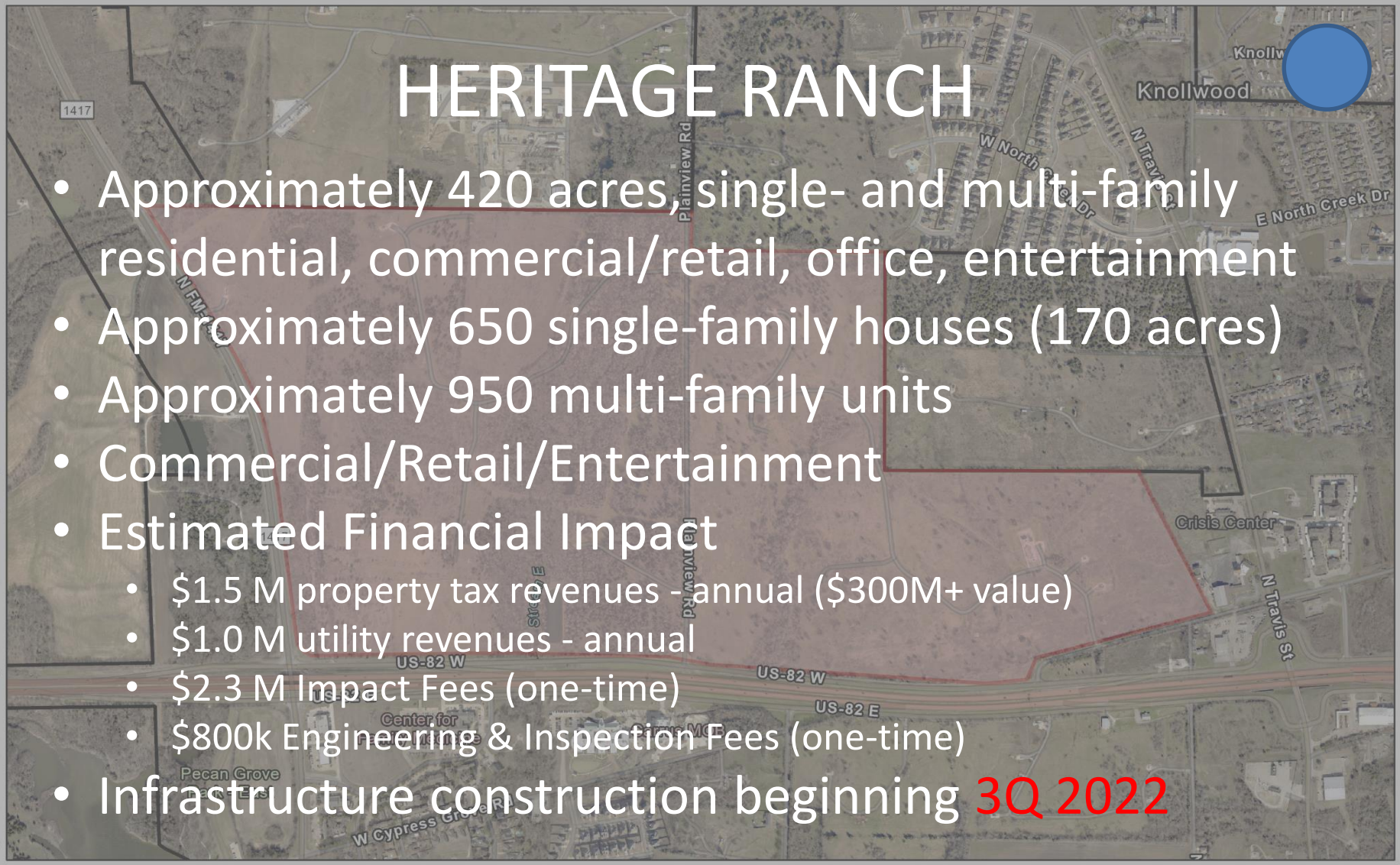
HERITAGE RANCH

- Approximately 420 acres, single- and multi-family residential, commercial/retail, office, entertainment
- Approximately 650 single-family houses (170 acres)
- Approximately 950 multi-family units
- Commercial/Retail/Entertainment
- Estimated Financial Impact
  - $1.5 M property tax revenues - annual ($300M+ value)
  - $1.0 M utility revenues - annual
  - $2.3 M Impact Fees (one-time)
  - $800k Engineering & Inspection Fees (one-time)
- Infrastructure construction beginning 3Q 2022



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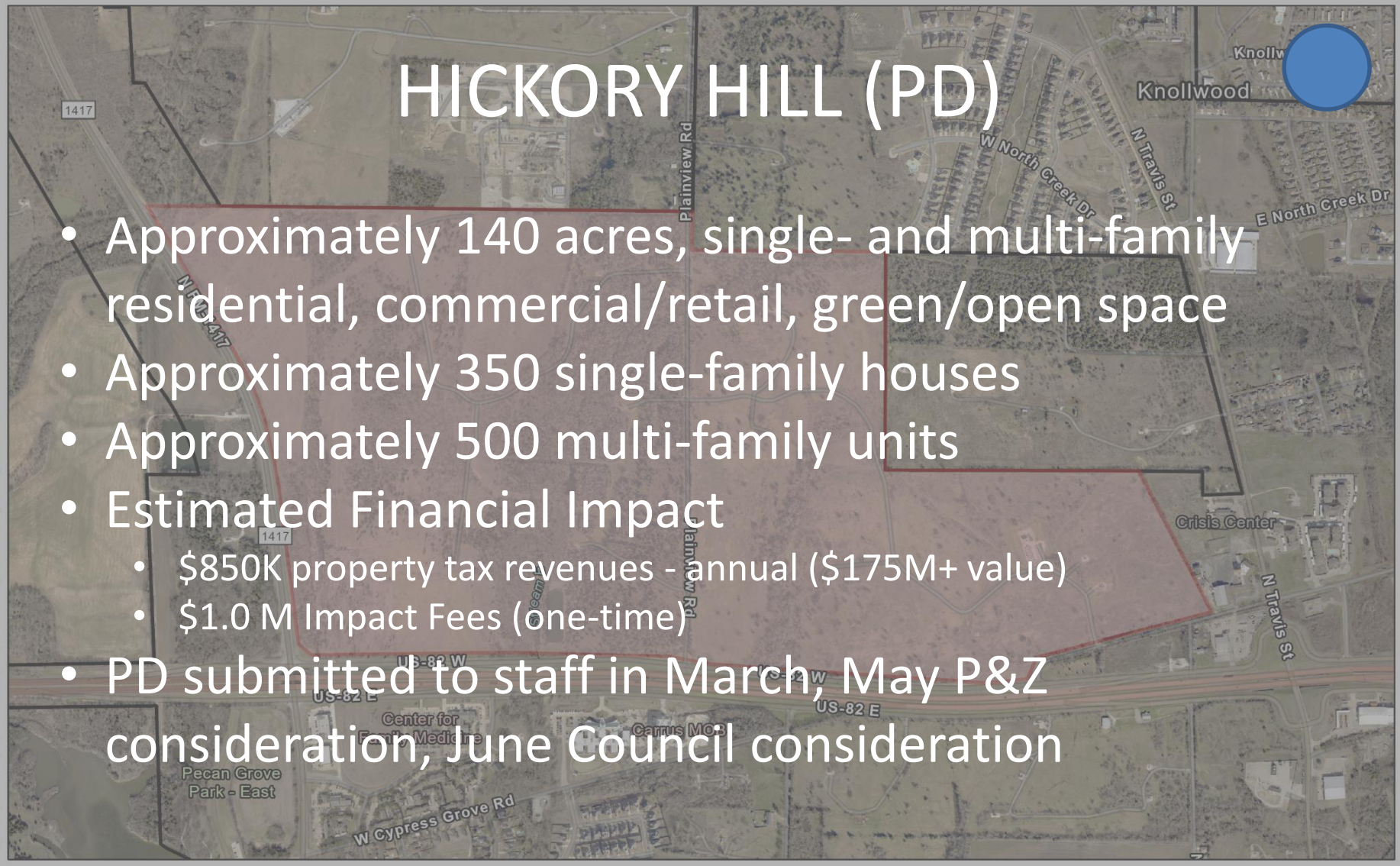
HICKORY HILL (PD)



- Approximately 140 acres, single- and multi-family residential, commercial/retail, green/open space
- Approximately 350 single-family houses
- Approximately 500 multi-family units
- Estimated Financial Impact
  - $850K property tax revenues - annual ($175M+ value)
  - $1.0 M Impact Fees (one-time)
- PD submitted to staff in March, May P&Z consideration, June Council consideration

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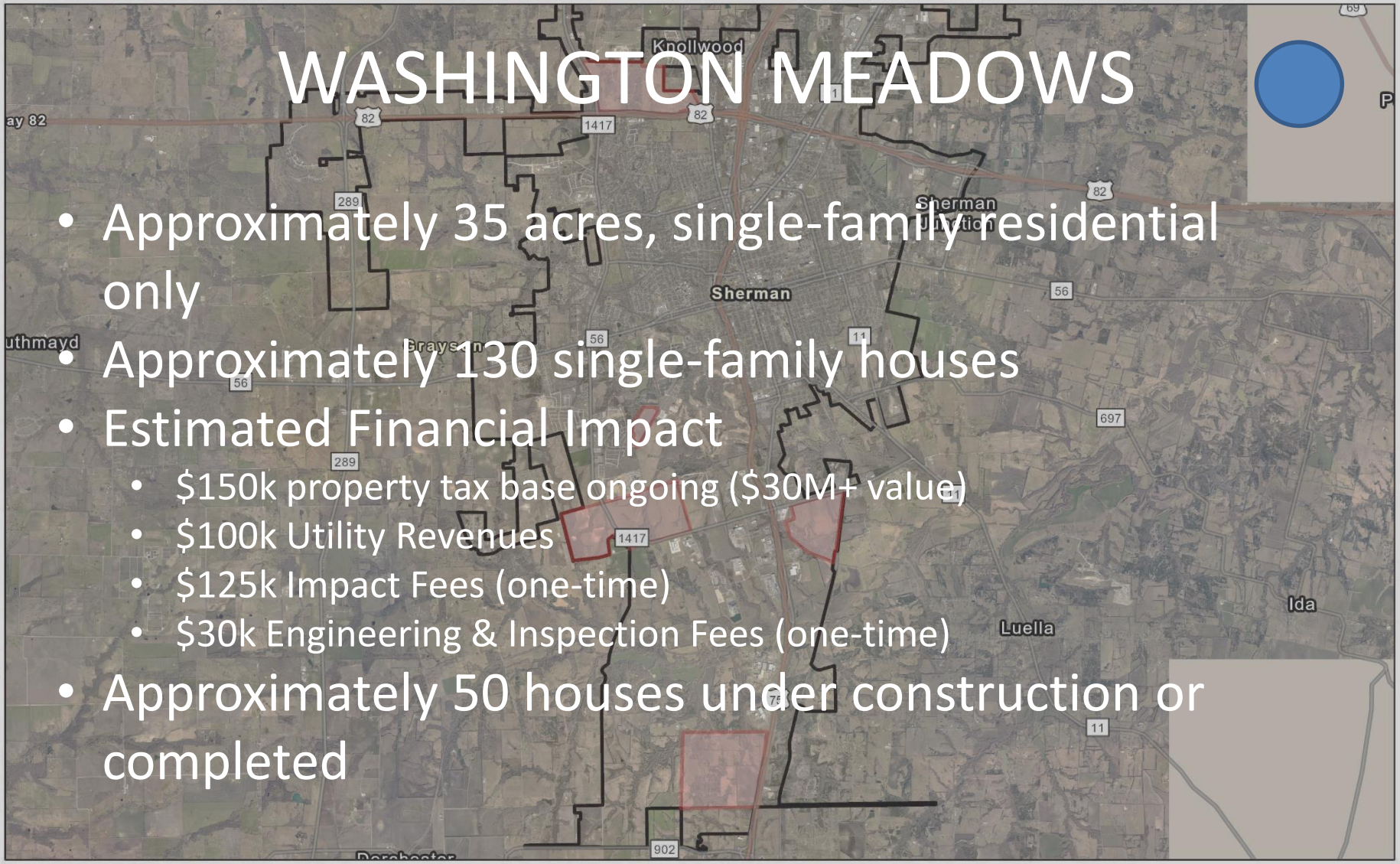
WASHINGTON MEADOWS

- Approximately 35 acres, single-family residential only
- Approximately 130 single-family houses
- Estimated Financial Impact
  - $150k property tax base ongoing ($30M+ value)
  - $100k Utility Revenues
  - $125k Impact Fees (one-time)
  - $30k Engineering & Inspection Fees (one-time)
- Approximately 50 houses under construction or completed



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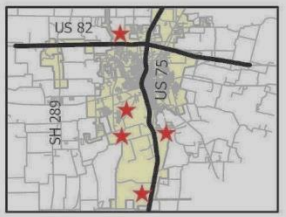

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THE GROVE

- Approximately 57 acres, single- and multi-family residential only
- 190 single-family houses
- 192 multi-family units
- Estimated Financial Impact
  - $315k property tax base ongoing ($45M+ value)
  - $250k Utility Revenues
  - $225k Impact Fees (one-time)
  - $50k Engineering & Inspection Fees (one-time)
- Multi-family (including duplexes) construction underway, and residential infrastructure essentially complete

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CITY OF SHERMAN
Grove Development

SHEPHERD CROSSING

- Approximately 530 acres, single- and multi-family residential, commercial/retail, office, entertainment
- PD plan approved
- Master Development Agreement approved April 2022
- Engineering complete in 4Q2022??

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THE VILLAGE

- Approximately 620 acres, single- and multi-family residential, commercial/retail, office, civic, other
- Approximately 320 single-family houses
- Approximately 2,300 multi-family units
- Commercial/Retail/Entertainment
- Infrastructure construction beginning ???
- 100 acres under contract (SFR and MFR)

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FY2023 Workplan

Financial Expectations for FY2023 Budget

Financial Projections

- General Fund
  - Expect property tax values to be up $100 million for new property added = $500 K revenues
  - Expect sales tax in lieu of property tax to max out A/V revenue cap of 3.5%, so any property tax revenue increase will be from new values (i.e., $500k)
  - Expect sales tax revenues to be up at least $2M for 1) growth in base, 2) inflation, 3) TI construction activities
  - Impact Fees, Engineering review fees, building permits up vs. FY22
- Utility Fund
  - Revenues - follow updated Rate Study recommendations
  - Expenses – Impact of additional debt service, net of capitalized interest
- Solid Waste Fund
  - Equipment and personnel for increased residential construction

Expected Rates and Fees – FY2023

- Property Tax Rates
  - No increase in A/V Tax rates, in fact…
  - ***Possible*** decrease in rates, depending on valuations and projected sales tax in lieu of property tax
- Utility Rates
  - Rate change based on Rate Study
- Solid Waste Rates
  - No expected rate changes
  - Annual TASWA distribution

Workplan Focus for FY2023

- Compensation and Personnel
  - Market adjustments/COLA in light of 9% inflation (DFW CPI for March 2022 – highest since 1981)
  - Police and Fire Department focus on staffing levels + compensation
  - Hiring in Public Works and Parks areas?
- Utility Operations
  - Build Reserves
  - Rate adjustment to cover operations
  - Continued utility system planning
- Facilities
  - Police Facilities – Completion of HQ
  - New City Hall
  - Public Works and Fleet Maintenance facilities
  - Fire Station(s)

Workplan Focus for FY2023

- Planning
  - Adoption and implementation of Comprehensive Master Plan
  - Adopt Utility Rate Study
  - Adopt and implement Utility Master Plan

- CIP/Capital Expenses
  - 2023 CO bond package program
    - Streets
    - PD commitments (Heritage, Bel Air, new?)
    - Parks
    - Fire Station?
    - City Hall?

Workplan Focus for FY2023

- Utility System Enhancements – 3-Phased Approach
  - Finalize engineering on:
    - WTP expansion
    - 36” water pipeline to Blalock
    - WWTP capacity planning – expand in place vs. additional plant??
  - Begin construction on WTP and pipeline
  - **Secure additional water rights**
- Utility Operations
  - Adopt Rate Study recommendations
  - Build Reserves
  - Major debt issuance (via GTUA) for Phase I Water Improvements
- Facilities
  - Police Facilities – Completion of HQ

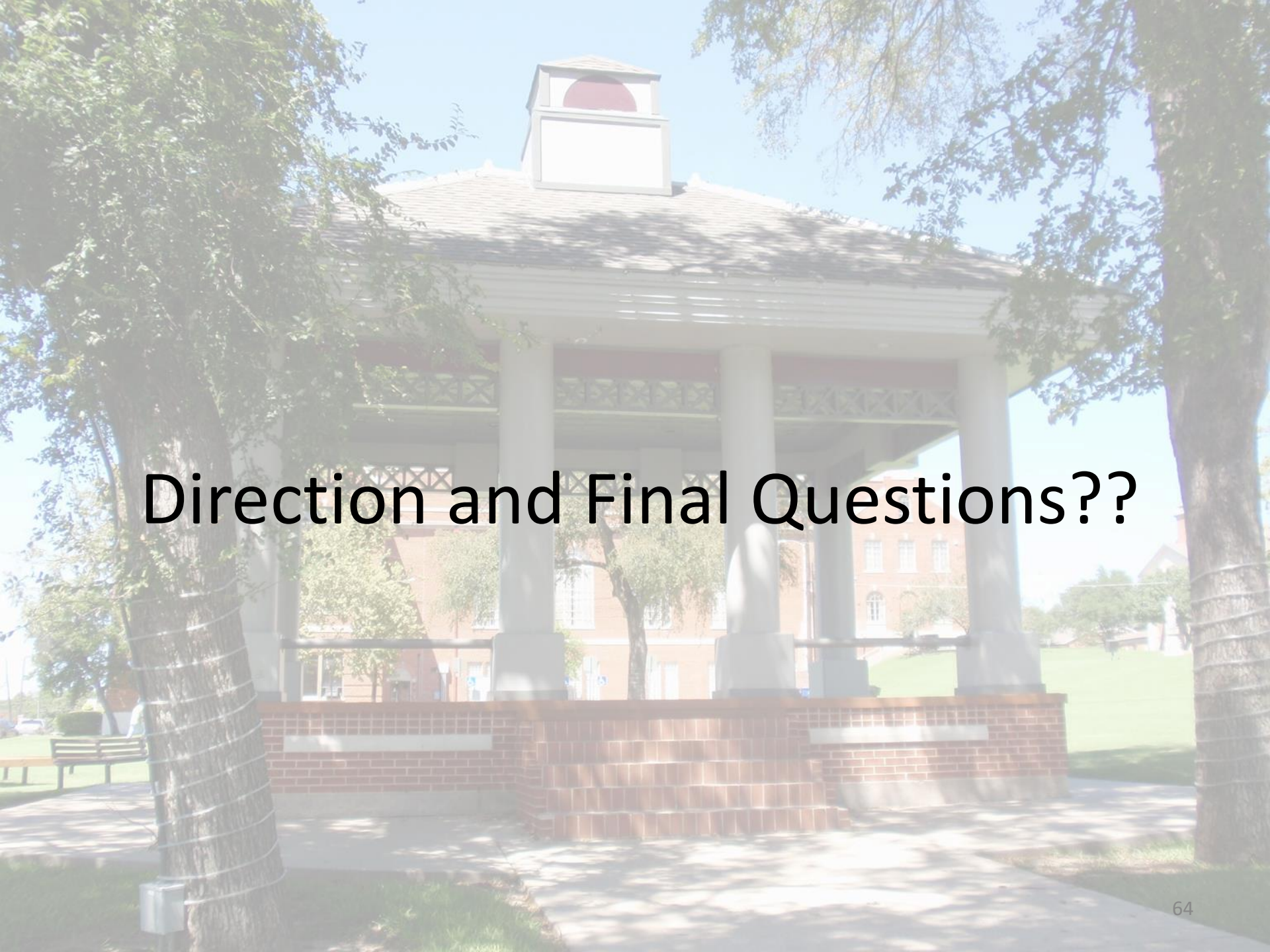
Workplan Focus for FY2023

- Growth and Development
  - Bel Air – Phase II
  - Sherman Crossroads buildout
  - Heritage Ranch – Phase I
  - Shepherd Crossing ??
  - Various Non-PD
- Cleaning up the City
  - Enhanced environmental code enforcement
  - Partnerships/funding for homeless programs??
  - More aggressive fines??
- Staffing considerations
  - Public Works – Streets, Solid Waste, Water Plant
  - Police and Fire

Council Initiatives for FY2023?

CALENDAR

Mar 30 – Apr 15, 2021	Quarterly individual meetings
April 19, 2022	Budget Planning Meeting
May 6-17, 2022	Management budget reviews
May 24, 2022	CIP Council Workshop
June 16-17 (7-8?), 2022	Budget Workshop
August 1, 2022	Draft Budget to Council
August 15, 2022	Budget Ordinance adopted



Direction and Final Questions??

STATE OF TEXAS §

May 26, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on May 26, 2022.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Pam Howeth. Council Members Dobbs, Holland, Marroquin, Stevenson, Teamann.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Zach Flores, Executive Director of Public Safety; Wayne Lee, Director of Engineering; Mary Lawrence, Director of Finance; Rob Rae, Director of Development Services; Danny Jones, Fire Chief; Chris Olson, Assistant Fire Chief; Billy Hartsfield, Fire Marshal; Jason Jeffcoat, Assistant Police Chief; Bruce Dawsey, Assistant Police Chief; Wes Trisler, Assistant Police Chief; Tammy Davis, Controller; Tom Pruitt, Utility Engineer; Jim Cross, Water Systems Manager; Nathan Whiddon, Wastewater Superintendent; Kevin Winkler, Public Works Manager; Eric Sandberg, Assistant Public Works Manager; Leah Campbell, Human Resources/OD Administrator; Cathy Perkins, Human Resources Manager; Nate Strauch, Community and Support Services Manager; Moises Duran, Emergency Management Coordinator; Sarah McRae, Tourism/Main Street Manager; Melissa Eason, Library Services Administrator; Kim Hobbs, Public Works Administrative Assistant; Junior Jaimes, Computer Support Technician; Teri Fine, Assistant to the City Manager; Sheena Taylor, Administrative Assistant; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance Led by Council Member Henry Marroquin

Invocation by Council Member Henry Marroquin

Citizen Comments

Capital Improvement Program Update and Council Input

Council Comments

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

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

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 11:01 a.m., declared a quorum present, and opened the Called City Council Meeting.

PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER HENRY MARROQUIN
INVOCATION BY COUNCIL MEMBER HENRY MARROQUIN

Council Members took a break to get their lunch from 11:03 a.m. until 11:18 a.m.

CITIZEN COMMENTS
There were no citizen's comments.

CAPITAL IMPROVEMENT PROGRAM UPDATE AND COUNCIL INPUT
Mr. Hefton said this meeting was in place of discussing the Capital Improvement Program at the Budget Workshop. They will mainly be discussing projects in years one and two, but the CIP actually covers a five-year period. He said the plan will change over the next few years, but these are the projects as they are laid out at this time, based on the situation now.

Also, since many of the utility projects were discussed at an earlier meeting, they will not be discussed in detail today. The Budget Workshop will be held on June 7, 2023. At the end of this meeting, Mr. Hefton said, if there are other projects that Council Members want to consider, let the staff know so they can be built into the work plan.

Clint Philpot, Assistant City Manager, said all street projects that are included, are development driven. The City won't start construction until the developer starts construction. The first project included four lanes of street for Bel Air Boulevard. Originally the project was going to be three phases, but they are working on Phase 2 and 3 together. Phase 2 of Bel Air Boulevard will be four lanes. They are also considering the design of Beach Club Boulevard. He discussed the layout of the streets in the development. The estimated cost for Phase 2 is $1.5 million and for Beach Club Boulevard is $2.5 million. Mr. Philpott said there would also probably need to be a traffic signal at FM 1417. That is in the budget for FY 2024, to partner with the Texas Department of Transportation.

Other street projects include:

- **Moore Street Extension** - Will be done in phases, as demand for traffic happens.
- **Crossroads Gaba Drive** - This road will be for the proposed hospital, and will connect West Travis Street to the west property line of the hospital, and continue north to Stone Creek Golf Course. This will allow better traffic flow for the hospital and any other medical development.
- **Progress and Flanary Road Extension** - There is currently only one street to access this industrial area and sometimes it is blocked by the railroad track. In the past, the project was delayed until development occurs. Would be funded by impact fees and the Sherman Economic Development Corporation.
- **Flanary Road Extension** - Flanary Road will be two lanes, and line up with the Moore Street Extension, that is currently under construction. Phase 1 will be adjacent to the new Texas Instruments facility. The entire project will be in four phases.
- **Shepherd Drive Extension** - This project was originally the "driving factor" for the new Police Headquarters placement. It will be two-lane divided, with additional lanes added, as needed. The ultimate design is for six-lanes. It will be used by employees for the new Texas Instruments facility and for many contractors as that area grows. It will eventually be a major thoroughfare.
- **FM 1417 Extension** - FM 1417 is a major extension, and the current portion from SH 56 to US Hwy 82 is under construction. The next phase is from SH 56 to West Travis Street. Right-of-way acquisition will be needed. The goal is to have all right-of-way acquired by March or April 2023.
- **Lamberth Road Extension** - Has been planned for a long time, but was waiting on development to drive the construction. With the Hickory Hills Planned Development, Lamberth Road now needs to be extended and expanded. The project is more expensive

than others because the road needs to go from Shady Oaks Road, through Carriage Estates. The current proposal is to build the full, four-lanes, with a center turn-lane, through Carriage Estates, as quickly as possible. Then it will transition to two-lanes. The developer is paying for one of the lanes of Lamberth Road. The City will pay for the other lane.

- **Friendship Road Extension** - The developer is also contributing for one lane of the road on this project. This project will also be done in two phases. It will eventually be tied into US Hwy 82 and SH 56, as development warrants.

Mr. Philpott listed the parks projects:

- **Pecan Grove Athletic Complex** - The proposal is to fund lighting at the ball fields in Pecan Grove Athletic Complex, as well as on the hiking trail. The conduit is already installed for the Athletic Fields lighting.
- **Pecan Grove East** - A "pocket park" with great access to a lake. They want to continue to improve the area, and are proposing to add restrooms, electrical, and trail lighting. Phase 2, in 2024, would include an all-inclusive playground. The parking lot would also probably need to be expanded.
- **Post Oak Recreation Area / Shark Tooth Park** - Two developers have looked at developments on Post Oak Creek. The City owns adjacent property where the old shooting range was located, and the proposal is for the developer of Three Oaks to dedicate about 70 acres of floodplain park area. The other developer would dedicate some property, and the City could acquire additional property to include. Essentially it would be about a 165-acre recreation area, and the City could add trails and complete a Master Plan, for development. The first piece of the project would be Shark Tooth Park. People find shark's teeth in the creek and the City would propose putting together an outdoor museum or an outdoor nature center, which includes trails and learning exhibits.
- **Old Settlers Park** - The ball field lights were installed at Old Settlers Park over 25 years ago, and the plan is to upgrade those in 2024.
- **Fairview Park** - They also need new ball field lights at Fairview Park. They are upgrading the concession stand in Veteran's Park, and the restrooms need to be upgraded, and the lights will be replaced the following year. The pickleball and basketball courts are not on the CIP list, but are about ready to award the bid. They are a priority project for the Council.

Deputy Mayor Howeth wanted to add shading at Fairview Park. Mr. Philpott said shading is needed at several of the parks.

Facilities

Mr. Hefton said the Council has previously talked about combing Fire Stations 1 and 2 at a new location. The staff is also looking at staffing, compensation, equipment, and facilities. The CIP portion of the discussion will be fire stations. All the issues will be discussed during the Budget Work Session. He added that any of the construction projects will be very expensive.

Other facility issues include:

- **Public Safety Training Facility** - FY 2023 Budget will include funding for the design of the facility. Hopefully, the facility could also be used by the County and other entities. The FY 2024 Budget, might include the City's contribution to a needed joint facility. The proposed site would be near Fire Station 4.
- **Public Works Facility** - South Plant is currently home to Solid Waste, Streets, and Distribution Services. Also includes the Solid Waste Transfer Station and Drop-Off and Recycling Center. The thought is to have the same facilities located here, but organized in a better way and with new facilities for the future. There are no current plans for construction, nor is there as estimated cost, at this time. The staff is looking at the design and schematic plans for the facility.

- **New Municipal Campus** - The vision to include the current City Hall, Municipal Building, and surrounding grounds, for a new Municipal Campus. The departments are out of space now, and still growing. There would also be some surrounding property that might be acquired for inclusion. The plan might also include closing a portion of Elm Street. There is no current cost estimate on the project. No money will be included in the FY 2023 Budget for construction.

Projected FY 2023 CO Bond Uses

Mr. Hefton said utility projects will be funded through the Greater Texoma Utility Authority. All street projects that are being proposed are development related, and two-thirds of the cost relates to streets. It's a part of providing basic infrastructure.

Other items are facility rated and will be expensive, if the Council decides to go in that direction. The other one-third of the projects are parks and TIRZ related projects. Mr. Hefton said all TIRZ projects are also road related projects. He said $30 million of the $45 million to $48 million, relates to roads.

Mr. Hefton said the funding proposals are very preliminary. The staff doesn't know what the tax rate will be, and they are still putting the budget together. The revenue cap that was enacted several years ago, by the Legislature, is coming into play. The City will be capped at the property tax rate. He said it appears now, that it will be somewhere between $0.44 and $0.45. That's close to a 10% decrease in the tax rate. More will be presented at the Budget Work Shop, but final numbers will not be available until July 25, 2022. The Tax Office is required to certify the tax roll in July. Mr. Hefton said he did feel sure there would be a tax rate decrease.

He added that all of the previously discussed needs for CIPs, roads, and facilities, could be paid for, while lowering the tax rate by nearly 10%. He added, that for residential homeowners, there is a 10% cap on property taxes. The residential home property cannot be taxed more than 10% over the previous year. The valuation can increase "10 times," "1,000%." But you can only be taxed 10% a year, max, next year versus this year. Senior citizens also have their tax values frozen. No matter what their valuation is, their taxes don't increase. Basically, for the residential customer, there will be "virtually" no increase in taxes paid for the City of Sherman, because the tax rate decrease would nearly totally offset the 10% they would be taxed.

Utilities

Wayne Lee, Director of Engineering, presented the Utility CIP projects, but said the numbers for future utility work over the next few years, are a "best guess" at this point. The projects include:

- **Water Treatment Plant** - There will be over $90 million of proposed work in the next two to three years. Some were already planned and funded. There has been discussion of converting the old filter systems from the EDR System to the Reverse Osmosis System. Instead of trying to convert the current facility and then adding a new facility later, the staff has discussed building a new building that would have a 30-million-gallon capacity now. A company has been hired to design a Master Plan for the project. They also need to increase pumping capacity to get water out to the system.
- **Water Treatment Plant Expansion** - The RO Building currently has the capability to treat 10 mgd of surface water, and has an empty slot to add 5 mgd. That will be needed immediately with the current expansion in Sherman.
- **Brine Line** - Of the water currently treated at the Plant, about 15% has a high concentration of salt or brine, that currently discharges through the sewer system. The City is working with TCEQ to get a discharge permit to send it down the creek. There will be a cost pumping, piping, and creating a new channel for the project.
- **100 Million Gallon Terminal Storage** - The City recently purchased land south of the Water Treatment Plant to create reservoirs for approximately 100 mg for emergency backup. This

will provide water if the 72" pipeline from Lake Texoma goes down for maintenance or there is a break. This would provide additional water that could be treated and used.

- **Lake Pump Station Generator** - Over $8 million of work is needed at the Lake Pump Station Generator. One project is electrical work that must be completed to incorporate the City's emergency generator.
- **Lake Pump Station Pumps** - The plan last year was to add one 25 mgd pump at the Pump Station, they are relooking at that to see if two pumps need to be added. They are trying to determine what the best and most economical means of adding capacity would be.
- **Crossroads Sewer** - With continued development at Crossroads, and new development coming in, the staff is proposing an extension of the sewer main that ends here. Currently there are many private sewer lines near the old Johnson & Johnson facility. A new easement will be dedicated for a new public sewer line, so the area can develop and the hospital can be served.
- **Downtown Sewer** - Phase 1 of the Downtown Sewer project is currently under design. It should be under construction this fiscal year.
- **Rosedale to First Sewer** - The design is almost complete on a project to replace parallel 12" and 15" sewer lines, that were installed in the 1950s. There are also some capacity issues that will be relieved by a 21" main to replace the current system.
- **Heritage Ranch Sewer** - As development continues at Heritage Ranch, the City will probably need to install a parell 12" wastewater main, from the north side of SH 82 to Cypress Grove. This project would provide adequate capacity for the anticipated commercial and other development on the west side of Heritage Ranch. Phase 1 development will include the realignment of Plainview Road. This will send the gravity sewer to the 12" main.
- **36" Water Line Extension** - A contract has been signed to design a 36" water line from the Water Treatment Plant to Shepherd Drive. This will serve Shepherd Place Planned Development and Texas Instruments. Cost of the project will be nearly $60 million, for the pipeline and easements. There is currently a preliminary layout for the design and they are working with property owners. There might also be a 36" water line needed to wherever the new 2 mg elevated storage tank is located. This tank will replace the 750,000 gallon Shepherd Elevated Storage Tank.
- **South-Side Industrial Sewer** - Bel Air Development, Luella Road, and some newly annexed property on the south side of Sherman will need a new sewer line to replace an 18" main that currently serves the area. The current capacity is not sufficient to handle Bel Air and all of the Crossroads development. Construction for that line should start later this fiscal year.
- **Mustang (Marilee) Water Line** - Marilee currently has a groundwater contract to take water from the Dorchester Pump Station, approximately 300,000 gallons per day. They also have surface rights at Lake Texoma, and have asked if Sherman would treat those surface rights for them, for 1 mgd to 1.5 mgd. They would pay for the engineering and construction of a 12" water line to their take point. The City would like to upsize that line, paying for the upsize, to an 18" line, to accommodate any future development in that area. In less than a year, Shepherd's Place shows up with a 500-acre development that needs a 24" main, then Texas Instruments expands and needs a 36" main. Now a 36" main is needed. Several months ago, Marilee sold to Mustang, a huge water and wastewater provider. Mustang does want the City to treat that water, and maybe more. They will consider using some of the groundwater until the water line is constructed. A study is underway to determine how much groundwater could be provided to them and still maintain groundwater service to Sherman customers.
- **Bel Air Water Lines** - The Bel Air Development will be provided with surface water. The nearest surface water lines are on the west side of US Hwy 75. They are working on the design for continuing that surface water line to the east to accommodate development. There is also a groundwater line in that vicinity, that will need to be relocated. Phase 1 of the Bel Air Development is residential and multi-family, and their contractors bid and proposed installation of the new surface water line. It was bid at a "greatly reduced" price, about half of the City's

estimate. That line is in the ground and in-service now. Phase 2 should be installed sometime this next year, possibility by the developer.

- **24" to 42" Sewer Extension** - There is currently a 24" sewer line behind II-VI (Finisar). Texas Instruments plans to connect to the 24" sewer, with a 36" line, however "that won't work real well." Therefore, the 24" needs to be upsized, possibly to a 42" line, dependent on the grades. It wouldn't be the entire length, just the part Texas Instruments is tying into.
- **Post Oak Sewer Replacement** - The engineering contract was recently approved by Council, to replace some sewer lines by the creek, that have been exposed by erosion. The proposed plan is to move the sewer lines out into the streets, and abandon those lines in the creek. They will also provide some capacity improvement to the lines.
- **Wastewater Treatment Plant** - There is over $80 million in proposed projects for the Wastewater Treatment Plant. A couple of years ago, there was a $13 million GTUA bond sale, and a lot of that work has already been engaged and completed. There are also projects underway from that bond package. They will also be advertising a couple of projects for bid, and will work on expanding the Lab facility again, with part of that $13 million. The emergency generator system was not part of the bond package, but was funded through other means. A rehab analysis was also completed to identify projects that need to be done. He said there will be a lot of additional industrial waste coming from the industrial expansions that will need to be treated, eventually including expansion of the plant itself. There is also a lot of planned development and residential growth coming too. They hope to have Council consider a Master Plan Study for the Wastewater Treatment Plant at the June 2022 Council Meeting.

Miscellaneous Tax and Debt Stuff

Mr. Hefton presented tax statistics and a debt and FY 2023 budget preview as a precursor to the Budget Work Shop. He presented information of the estimated taxable value and how much money the tax rate actually brings in. He said the City is "on the path" of development paying for development. They are seeing the "fruits" of what the money spent on roads and drainage has been used for in the past several years. He said it's showing in the tax base and the future tax base. However, he said there are some major expansions going on in the next few years.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

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

TEX. GOV'T CODE § 551.071 --

SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 12:29 p.m.

On Motion duly made and carried, the Executive Session recessed at 12:39 p.m. and reconvened in Open Meeting.

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

ADJOURNMENT
There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:40 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

Sherman
CLASSIC TOWN. BROAD HORIZON.

Capital Improvement Plan 2022-2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

Meeting Agenda

GENERAL CIP

- Streets
- Parks and Recreation
- Facilities
- FY2023 CO Bond Issue

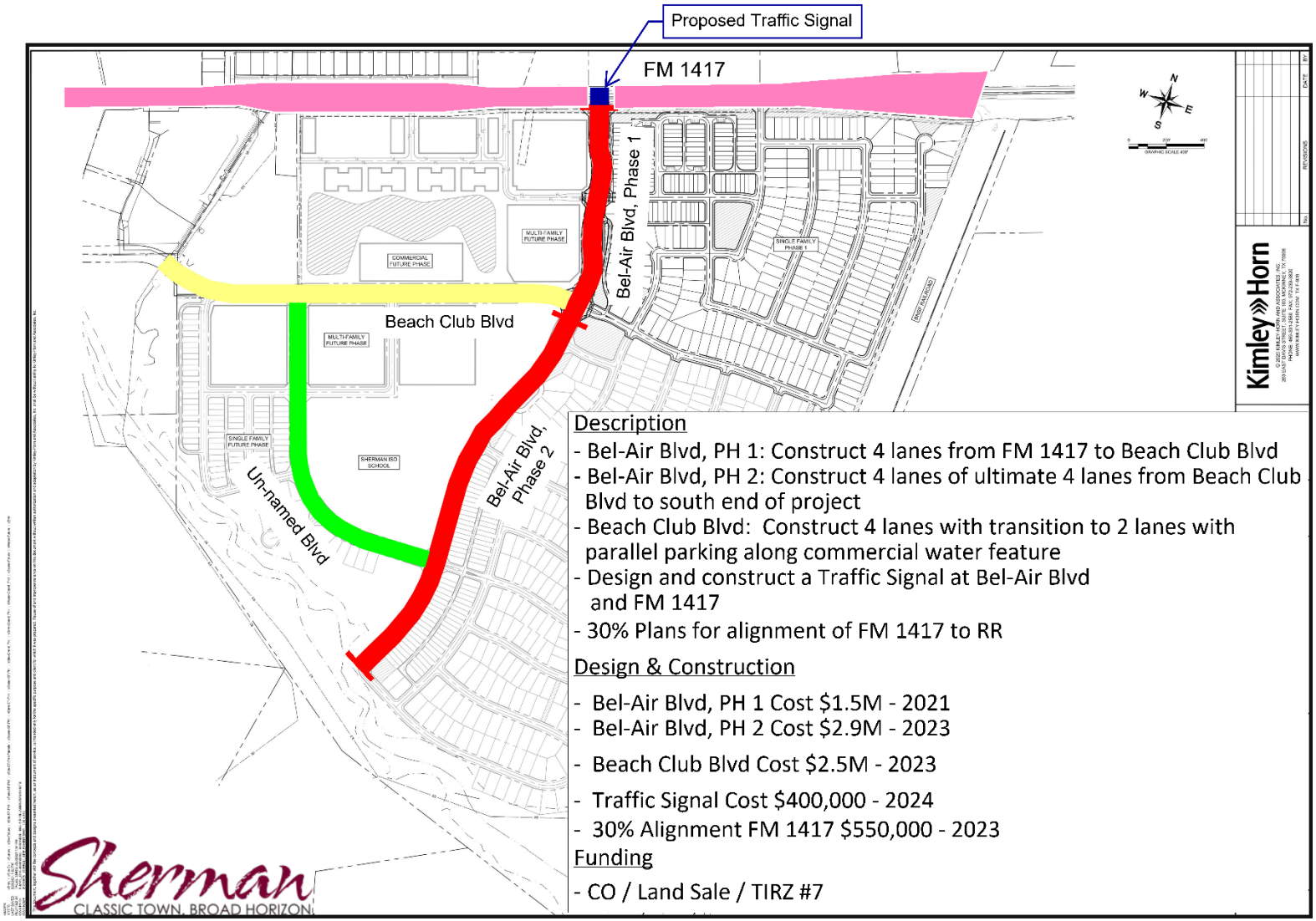
UTILITY CIP

- Water Treatment Plant
- Distribution System
- Wastewater Treatment Plant

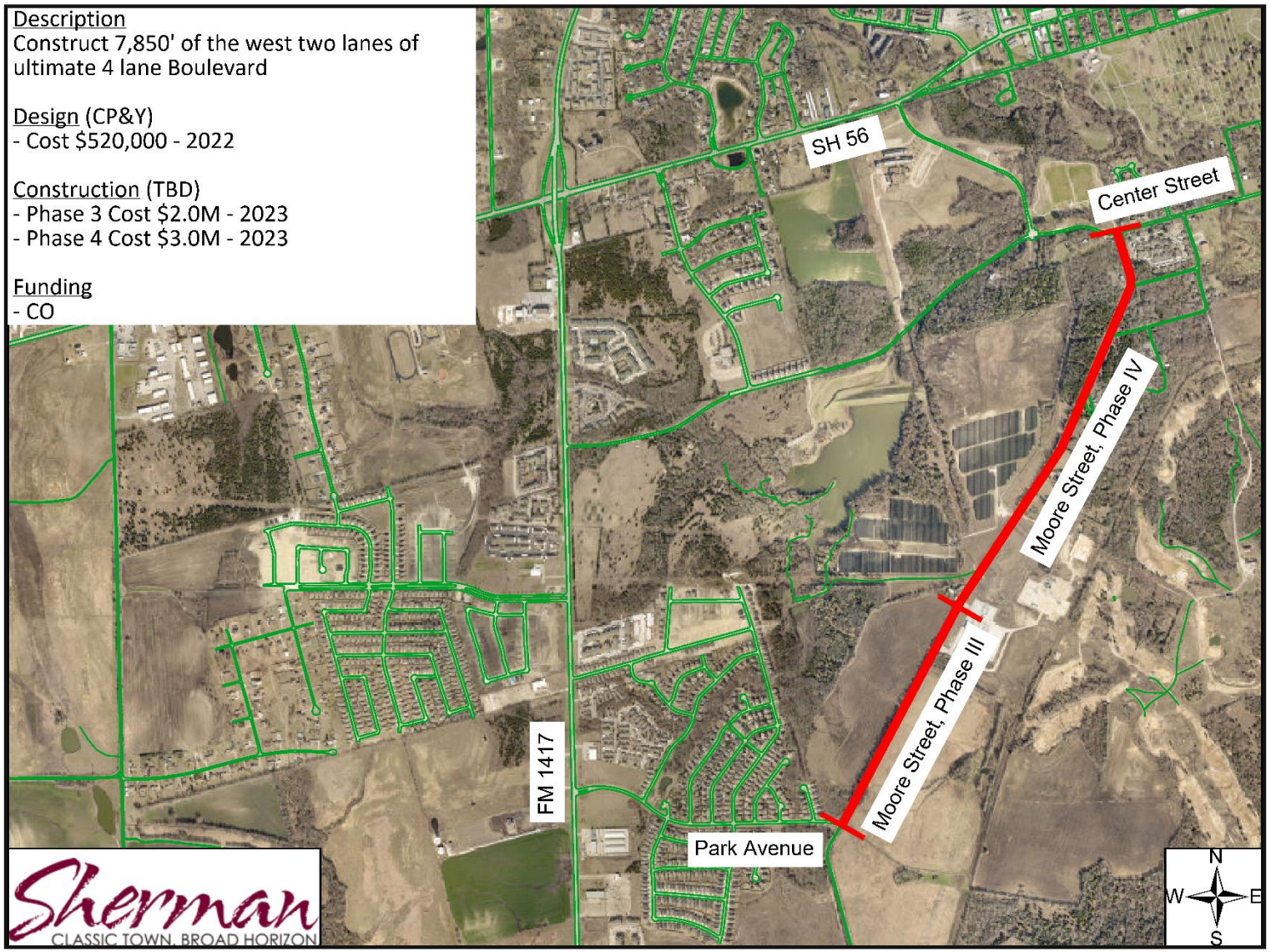
Sherman
CLASSIC TOWN. BROAD HORIZON.

Streets

Bel Air Blvd.

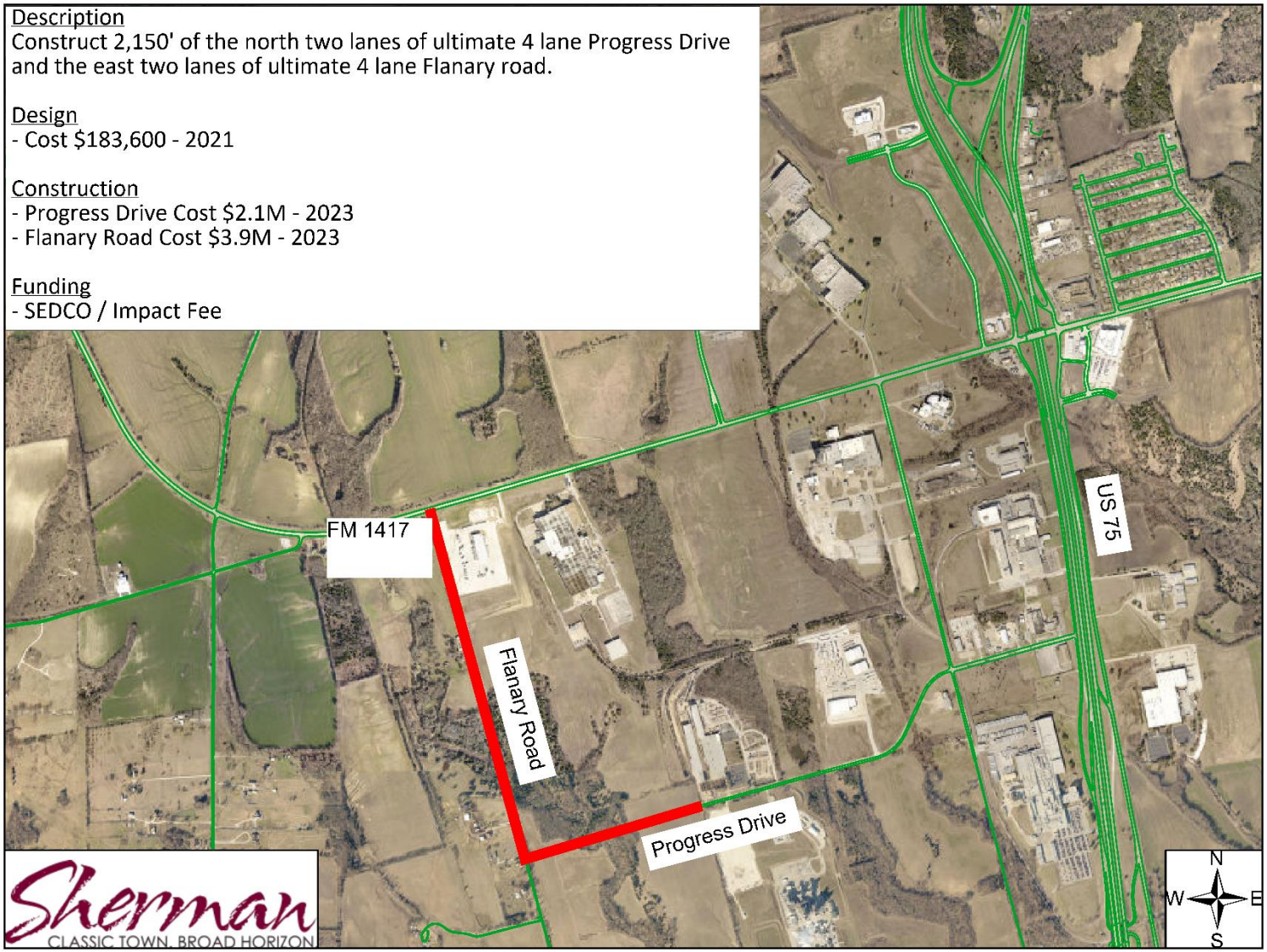

Proposed Traffic Signal
FM 1417
Bel-Air Blvd, Phase 1
Beach Club Blvd
Un-named Blvd
Bel-Air Blvd, Phase 2
COMMERCIAL FUTURE PHASE
MULTI-FAMILY FUTURE PHASE
SINGLE FAMILY PHASE 1
SINGLE FAMILY FUTURE PHASE
SHERMAN ISD SCHOOL
Kimley»Horn
Description
- Bel-Air Blvd, PH 1: Construct 4 lanes from FM 1417 to Beach Club Blvd
- Bel-Air Blvd, PH 2: Construct 4 lanes of ultimate 4 lanes from Beach Club Blvd to south end of project
- Beach Club Blvd: Construct 4 lanes with transition to 2 lanes with parallel parking along commercial water feature
- Design and construct a Traffic Signal at Bel-Air Blvd and FM 1417
- 30% Plans for alignment of FM 1417 to RR
Design & Construction
- Bel-Air Blvd, PH 1 Cost $1.5M - 2021
- Bel-Air Blvd, PH 2 Cost $2.9M - 2023
- Beach Club Blvd Cost $2.5M - 2023
- Traffic Signal Cost $400,000 - 2024
- 30% Alignment FM 1417 $550,000 - 2023
Funding
- CO / Land Sale / TIRZ #7
Sherman
CLASSIC TOWN, BROAD HORIZONS

Moore Street Extension



Crossroads Gaba Drive

Progress & Flanary Road Extension



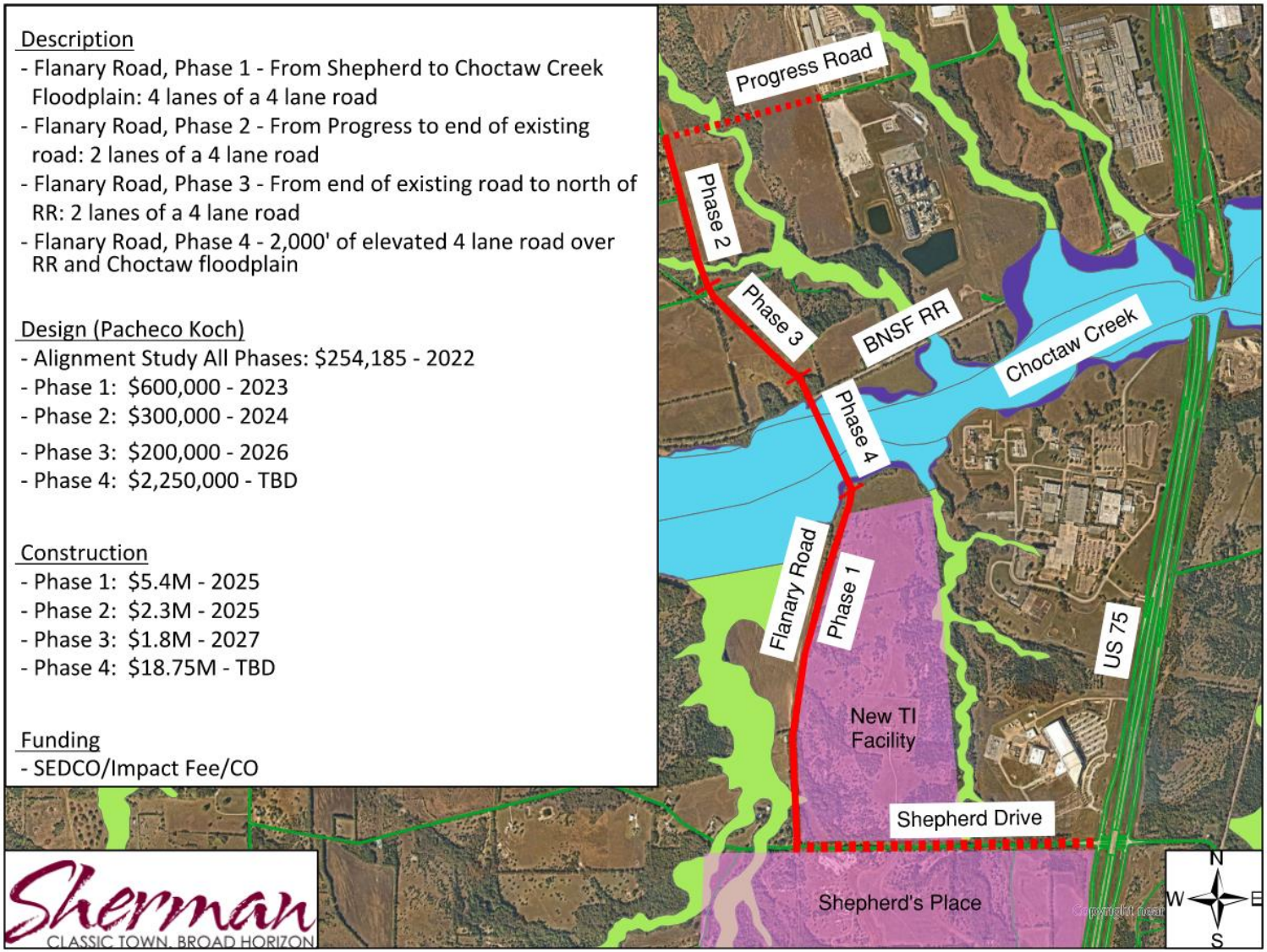
Flanary Road Extension

Description
- Flanary Road, Phase 1 - From Shepherd to Choctaw Creek Floodplain: 4 lanes of a 4 lane road
- Flanary Road, Phase 2 - From Progress to end of existing road: 2 lanes of a 4 lane road
- Flanary Road, Phase 3 - From end of existing road to north of RR: 2 lanes of a 4 lane road
- Flanary Road, Phase 4 - 2,000' of elevated 4 lane road over RR and Choctaw floodplain

Design (Pacheco Koch)
- Alignment Study All Phases: $254,185 - 2022
- Phase 1: $600,000 - 2023
- Phase 2: $300,000 - 2024
- Phase 3: $200,000 - 2026
- Phase 4: $2,250,000 - TBD

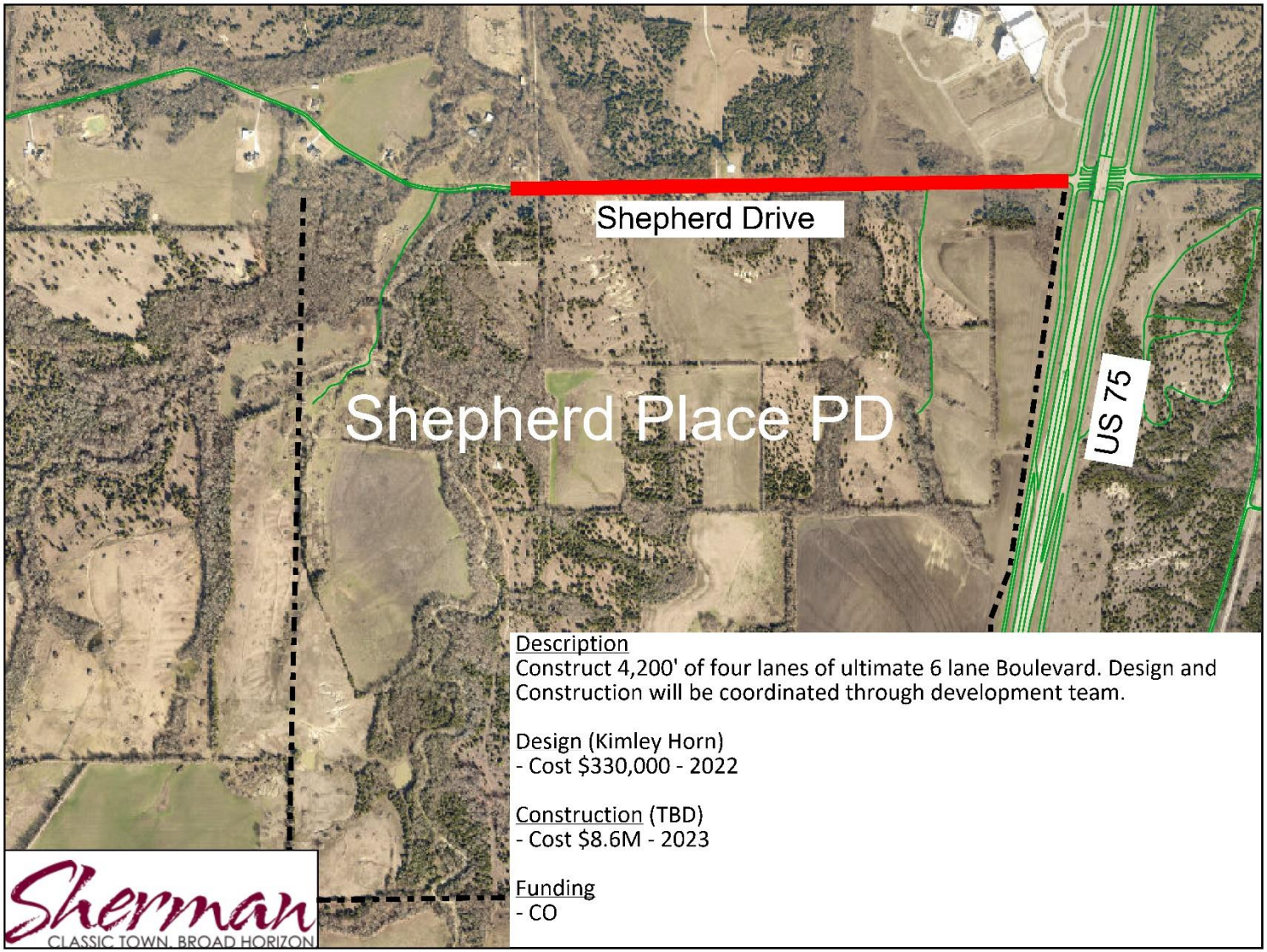
Construction
- Phase 1: $5.4M - 2025
- Phase 2: $2.3M - 2025
- Phase 3: $1.8M - 2027
- Phase 4: $18.75M - TBD

Funding
- SEDCO/Impact Fee/CO

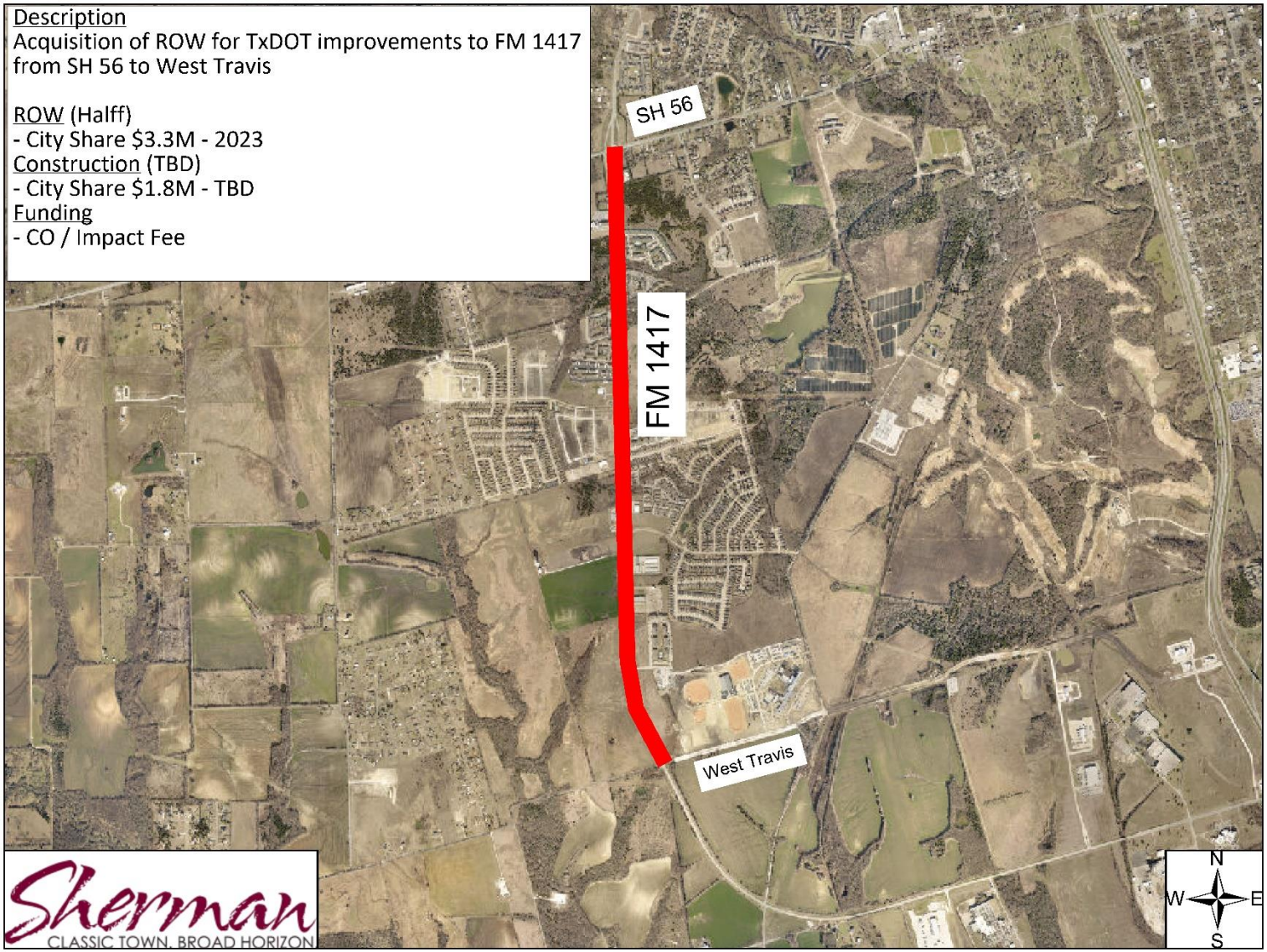


Sherman
CLASSIC TOWN, BROAD HORIZON

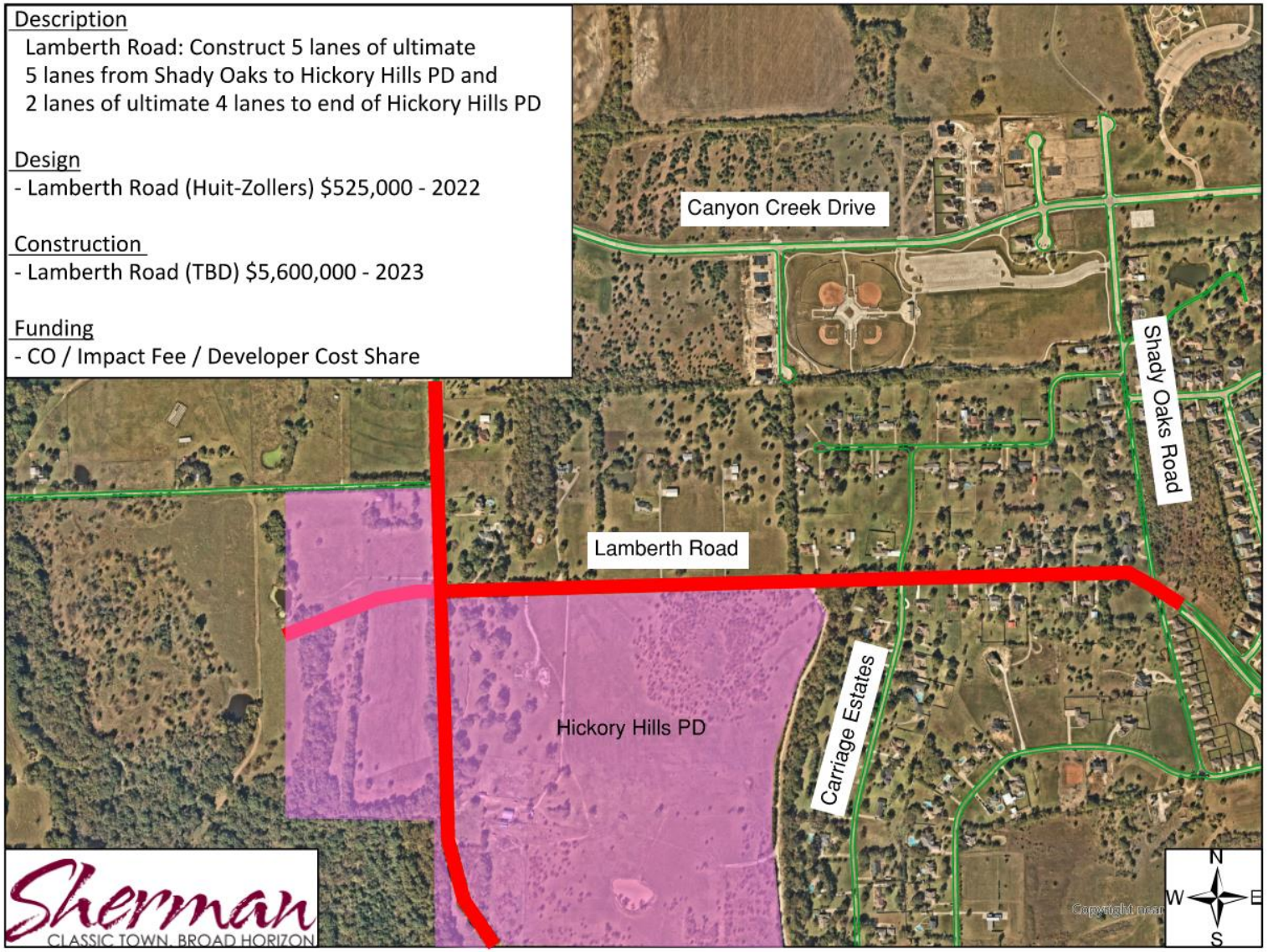
Shepherd Drive Extension



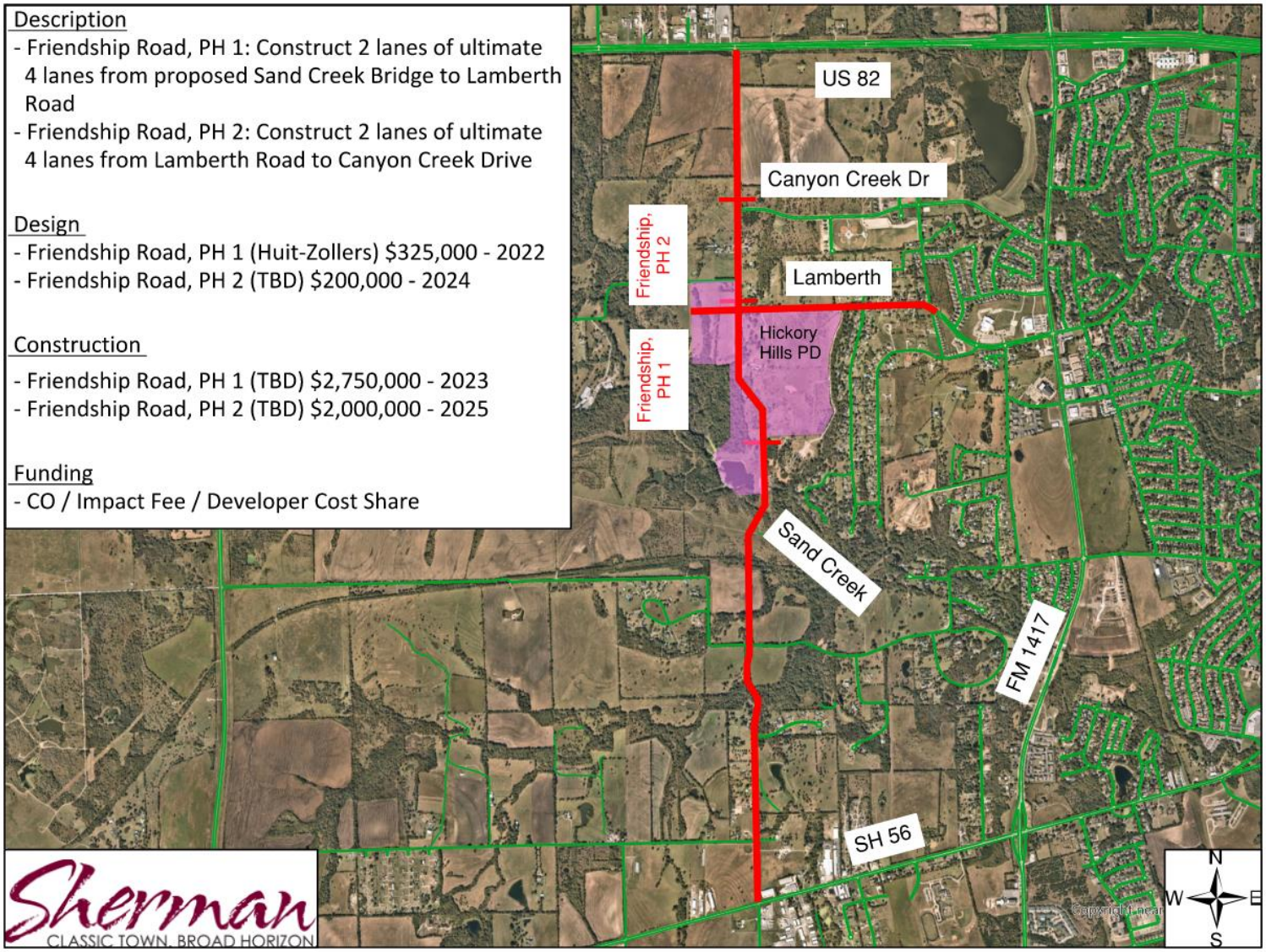
FM 1417 Extension



Lamberth Road Extension



Friendship Road Extension



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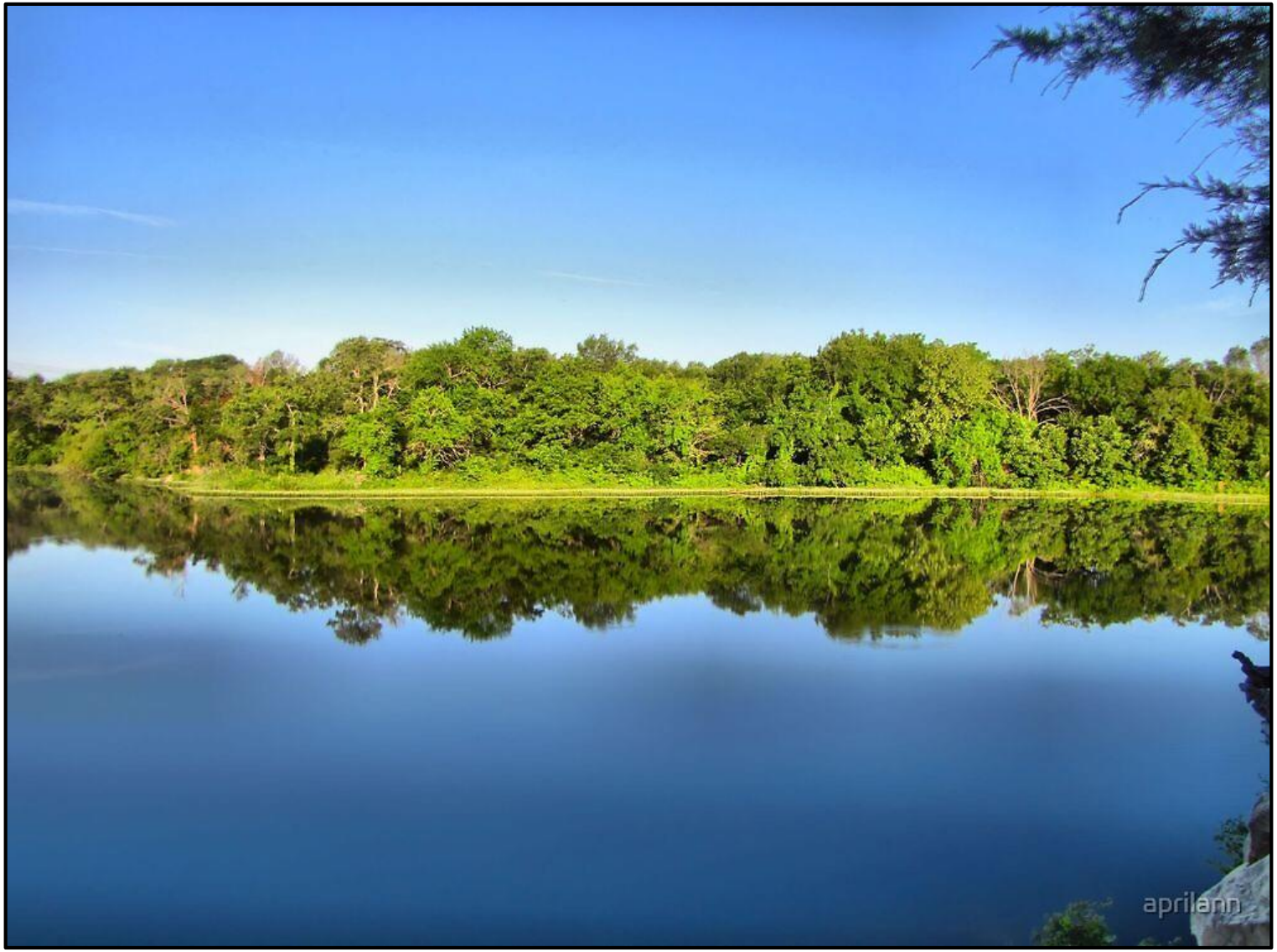
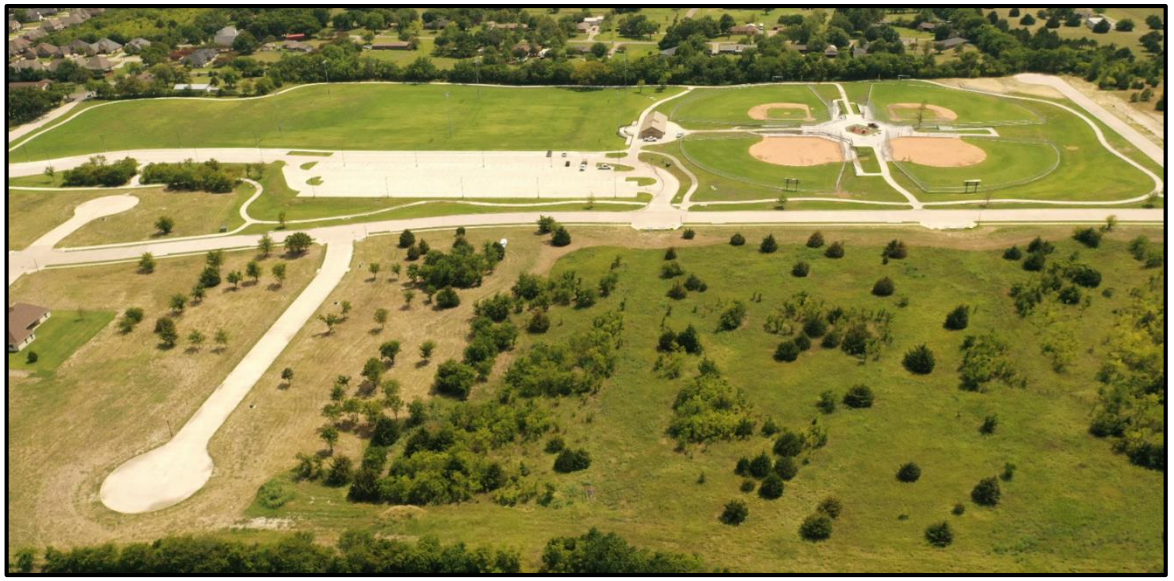
Parks



Pecan Grove Athletic



Description
Pecan Grove Athletic Complex
Ball Field and Trail Lighting

Design
- 2022

Construction
- $1.35M - 2023

Funding
- CO

Pecan Grove East

Description

Pecan Grove East Park

Phase 1 - Add New Restrooms and Trail Lighting

Phase2 - Add Large All-Inclusive Playground

Design

- Phase 1 - 2022
- Phase 2 - 2023

Construction

- Phase 1 - $650,000 - 2023
- Phase 2 - $1.0M - 2024

Funding

- CO

Post Oak Recreation Area
Shark Tooth Park

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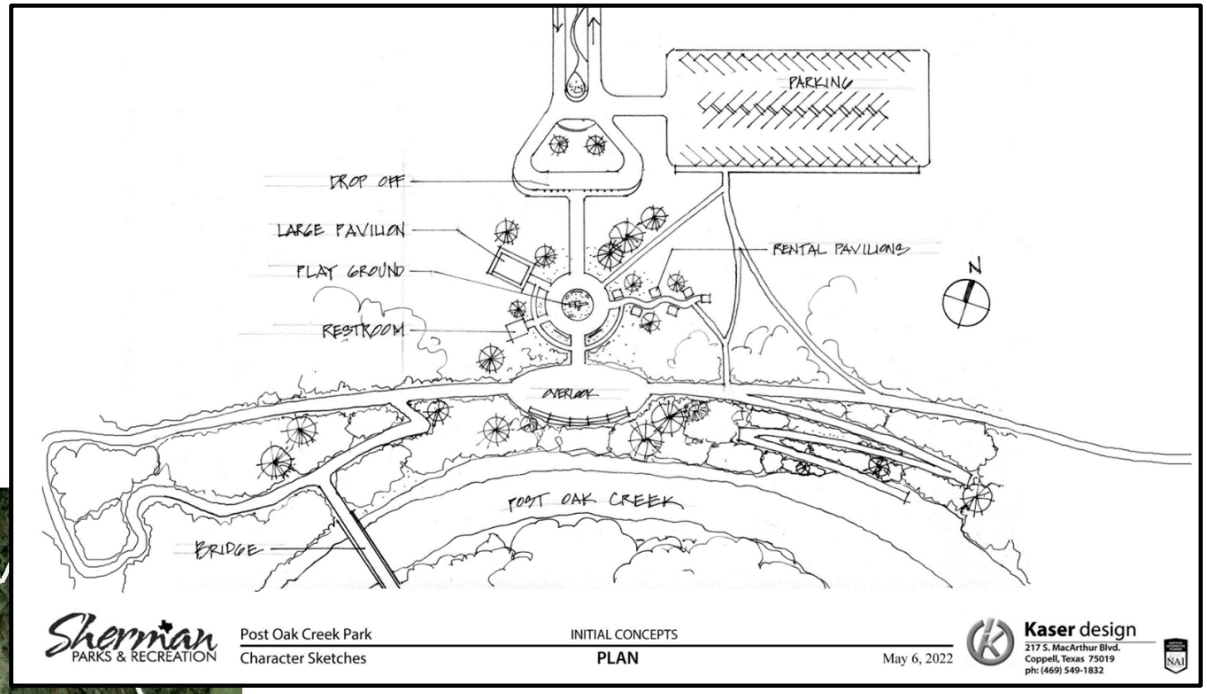
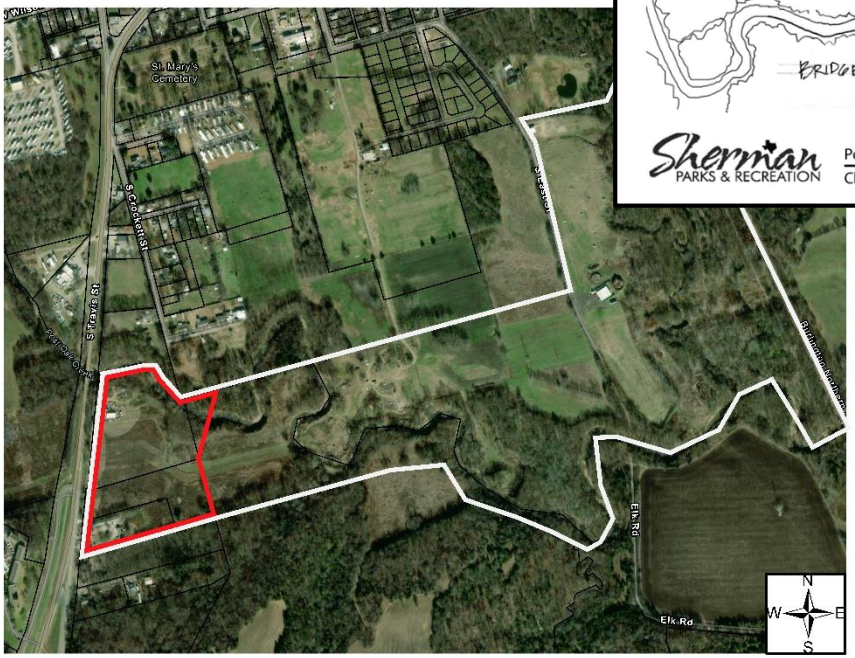
Description
Post Oak Creek Recreation Area 165 Ac.
Shark Tooth Park 15 Ac.

Design
- $150,000 - 2023

Construction
- $4M - 2024

Funding
- CO / Grants / Developer





Old Settlers Park

Fairview Park

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Facilities

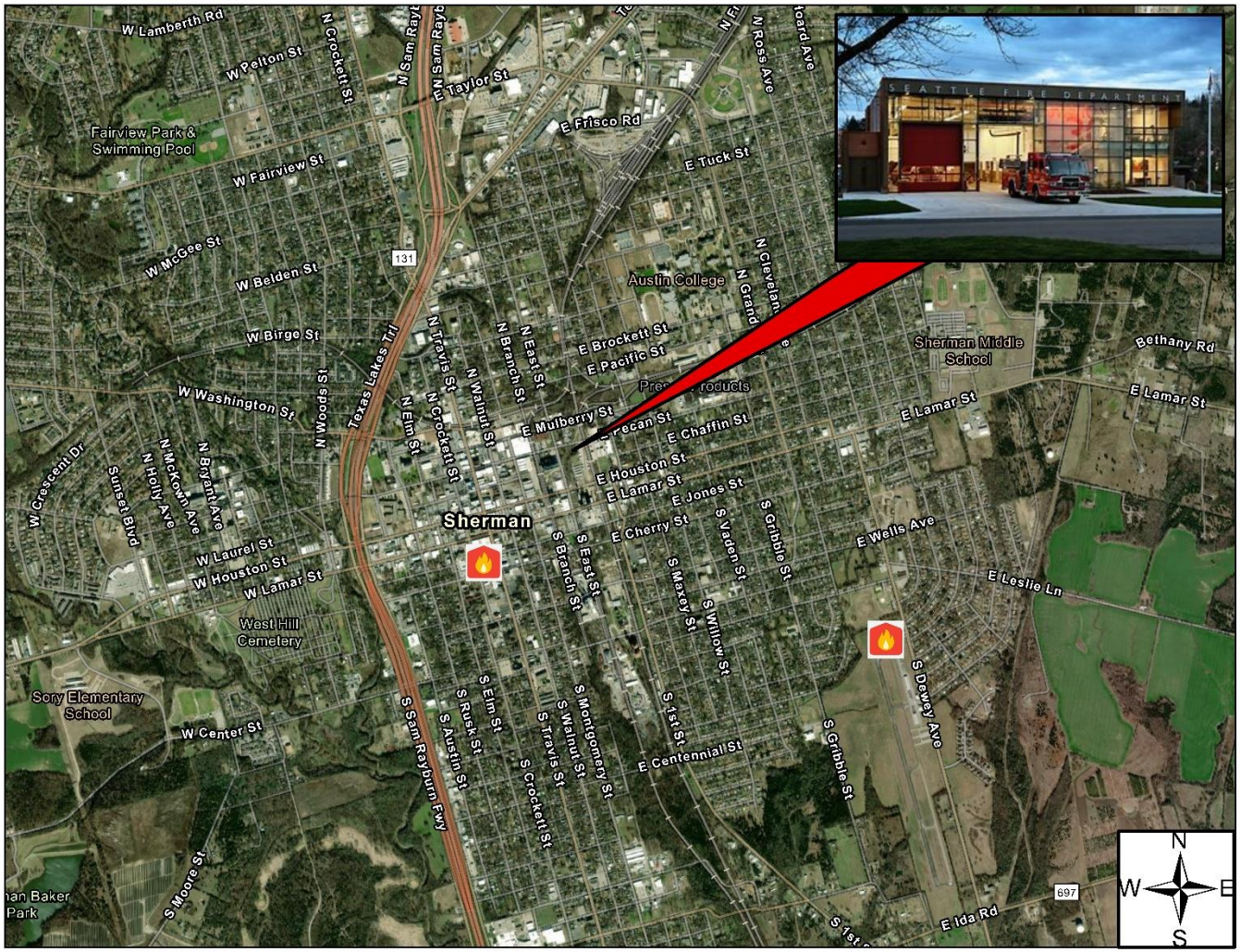
Fire Stations

Description
Combine Stations 1 and 2 at new location

Design
- 2022

Construction
- $10M - 2023

Funding
- CO



Public Safety Training Facility

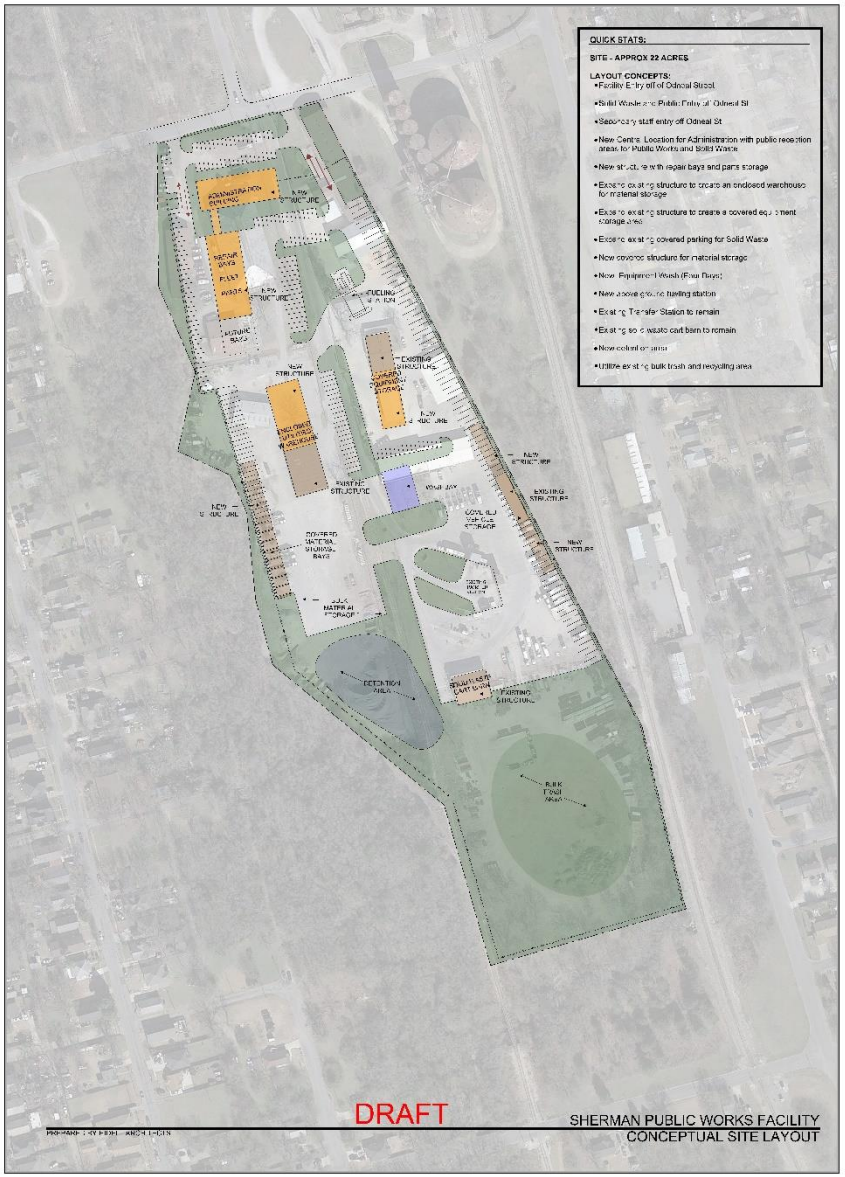
Public Works Facility

Description
New Public Works Campus and Fleet Services Expansion / Relocation.

Design
- 2022

Construction
- 2025

Funding
- CO



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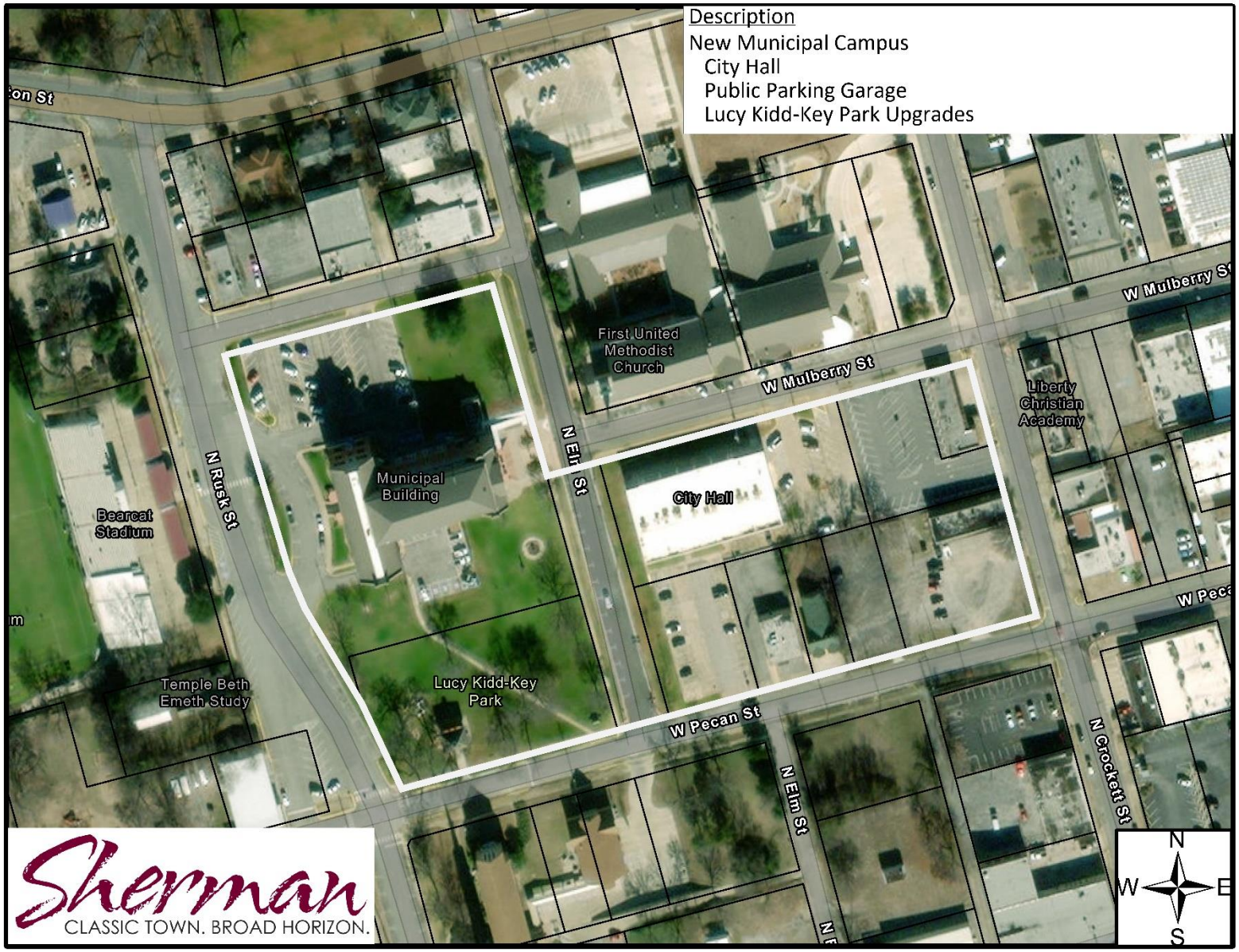
New Municipal Campus



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Projected FY23 CO Bond Uses

STREETS & DRAINAGE		
Moore Street - Park to Center	$	2,800
Lamberth - Shady Oaks to Friendship		4,600
Friendship - Lamberth to Site 8A		1,750
Progress Drive - Panda to Flanary		2,100
Flanary - FM1417 to Progress Dr **Construction**		3,900
Flanary - Progress to Shepherd **Design**		600
Shepherd Rd		8,600
FM1417 ROW - SH56 to W Travis		1,654
OB Groner/FM1417		500
Blanton Dr Storm Drainage - Birge to McGee		500
Bridges and Other		900
		27,904
FACILITIES		
Fire Station 1 + 2		10,000
Land purchase - various City facilities		2,000
Pub Safety Training Facility - Design		250
Other		443
		12,693
PARKS		
Pecan Grove Ballfield and Trail Lighting		1,350
Trails Master Plan Trails		750
Pecan Grove East - Restroom and Lighting		650
Fairview Park - Restroom/Concession		500
Northcreek Neighborhood Park		500
Other		675
		4,425
TIRZ & OTHER		
Sherman Regional Hospital Road		750
FM1417 E - US75 to RR		550
Bel Air Blvd Phase II		1,500
		2,800
TOTAL	**$**	**47,822**

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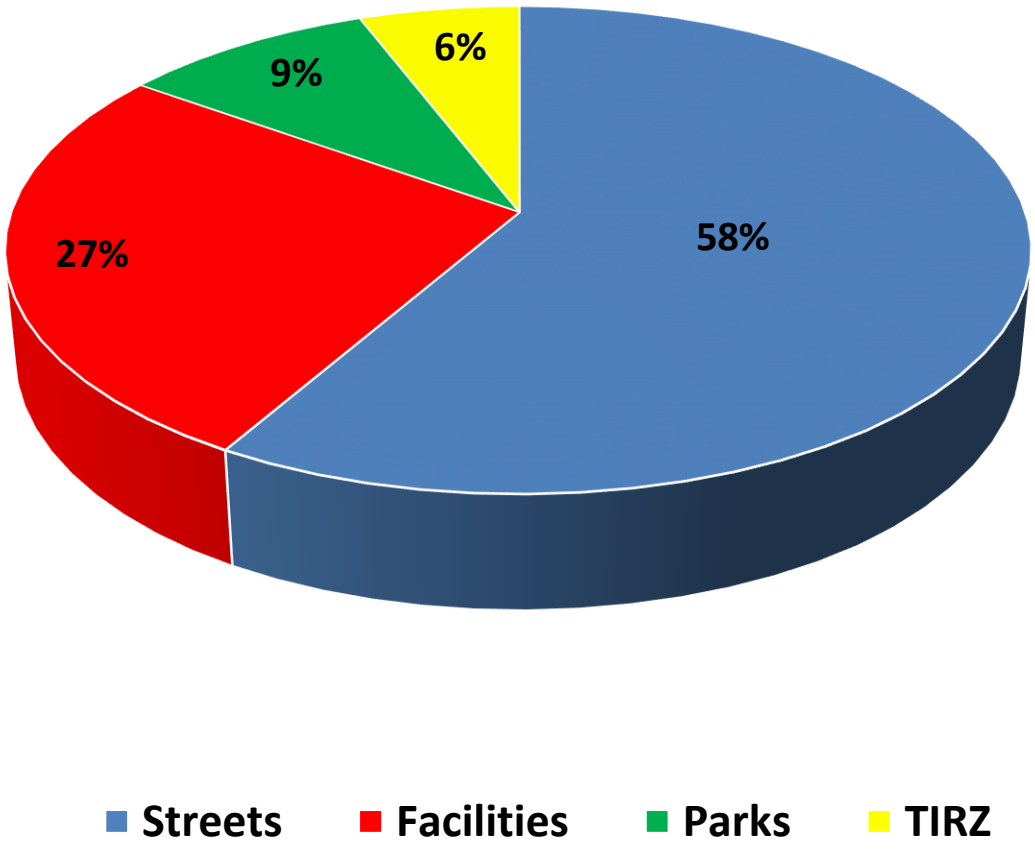
FY2023 CO Bond Uses



Tax Rate Worksheet

Preliminary FY23 No New Revenue Tax Rate (formerly Effective Tax Rate) $.406/$100

Preliminary FY23 Voter Approved Tax Rate (formerly Rollback Tax Rate) $.448/$100

Current Tax Rate

M&O	$.314/$100
I&S	$.175/$100
	$.489/$100

Preliminary FY23 Tax Rate

M&O	$.252/$100
I&S	$.196/$100
	$.448/$100

8.4% Decrease in tax rate

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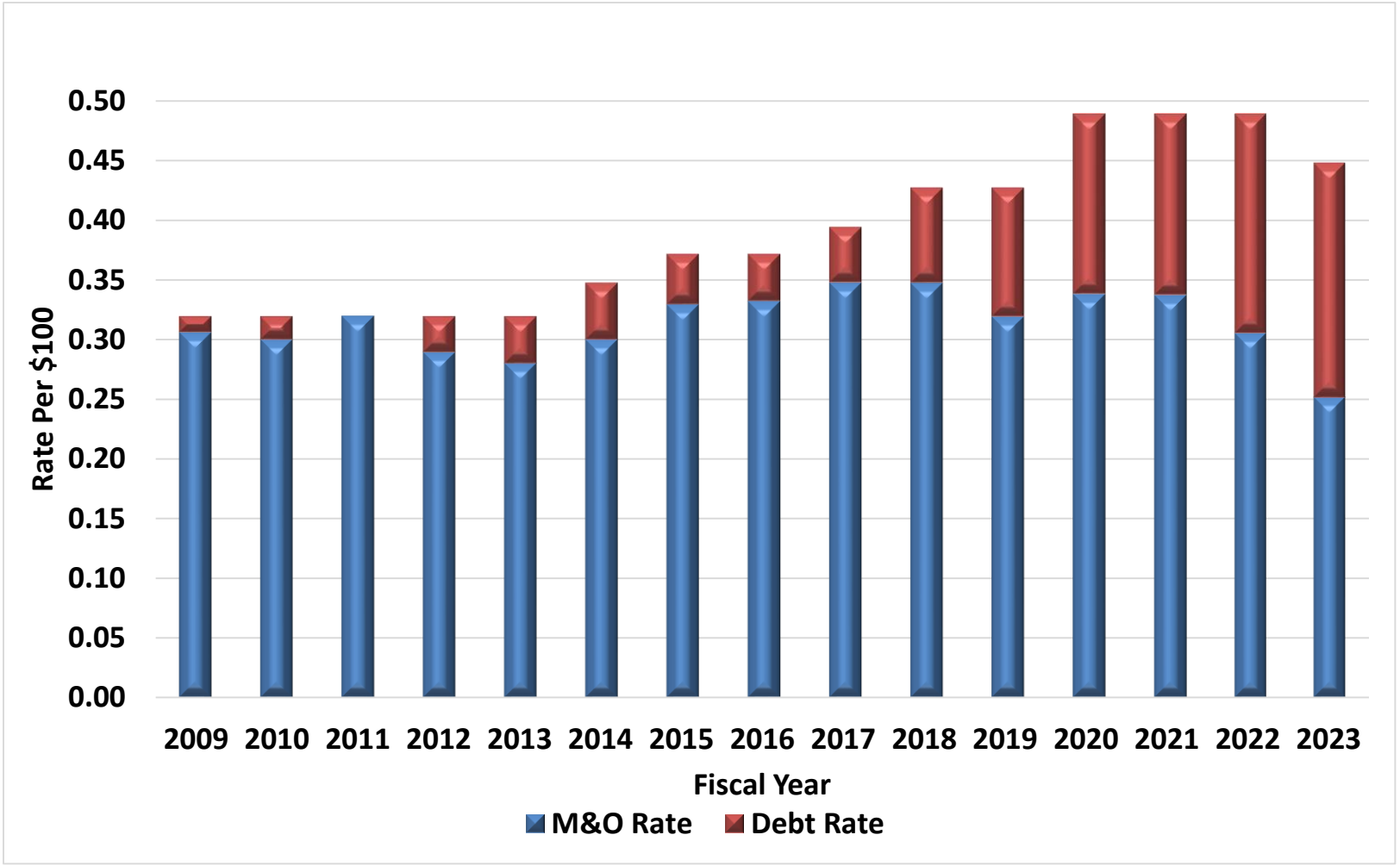
Historical Tax Rate



Historical Property Tax Growth

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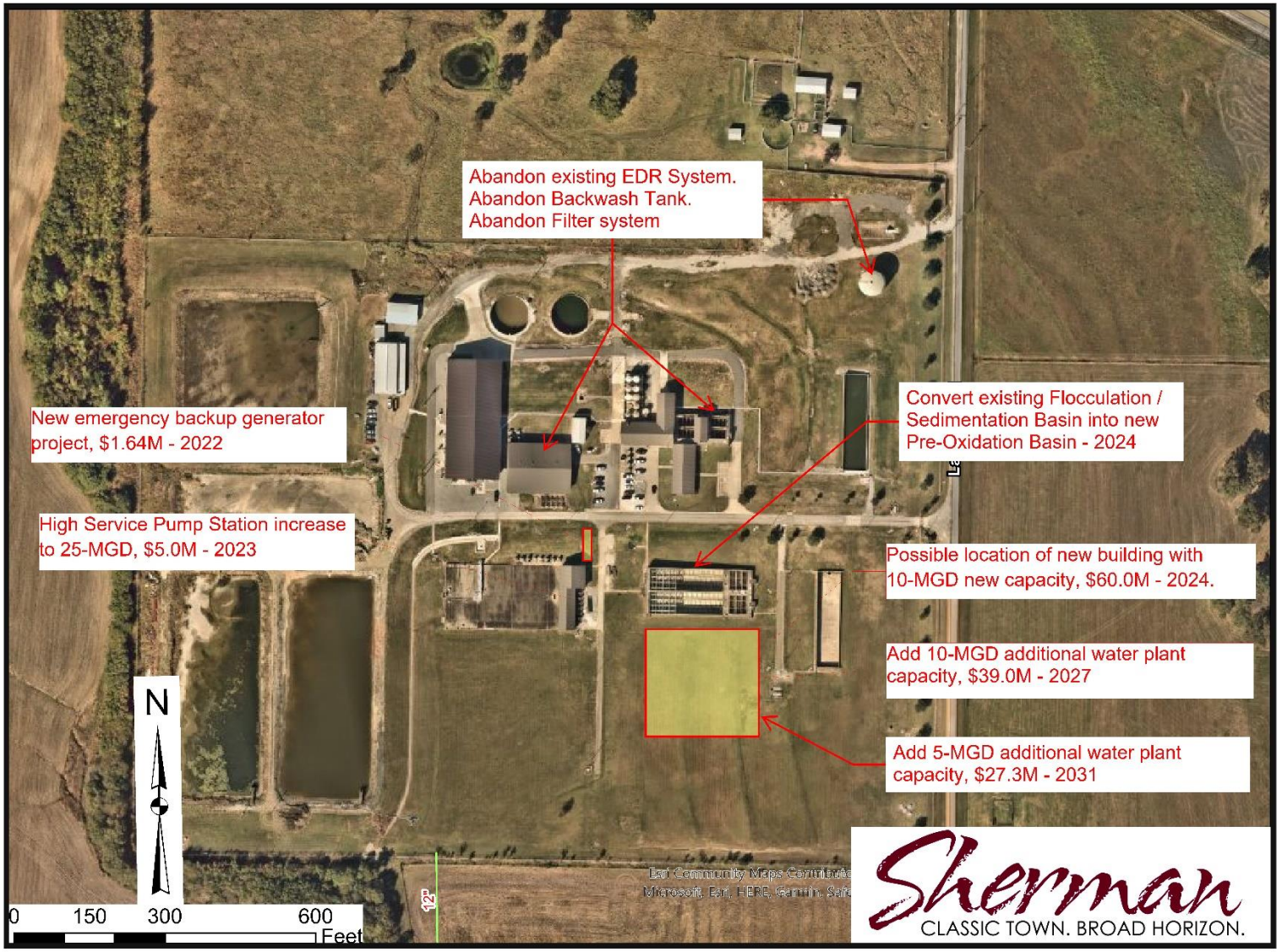
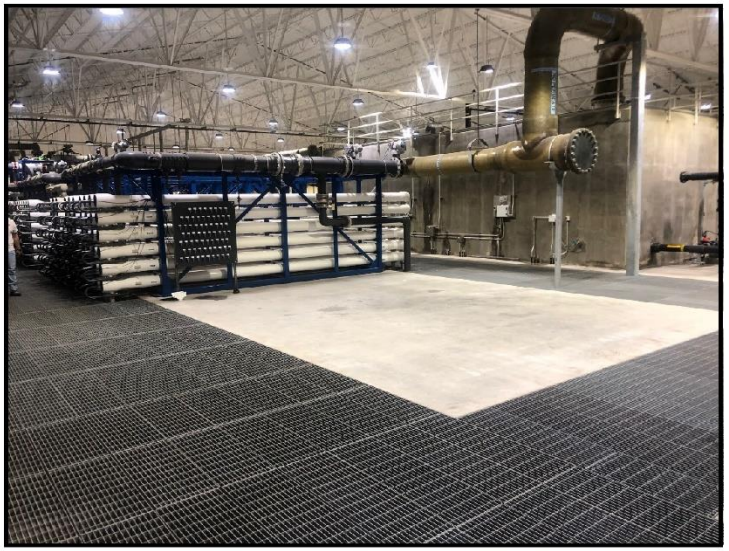
Utilities

Water Treatment Plant



WTP Expansion



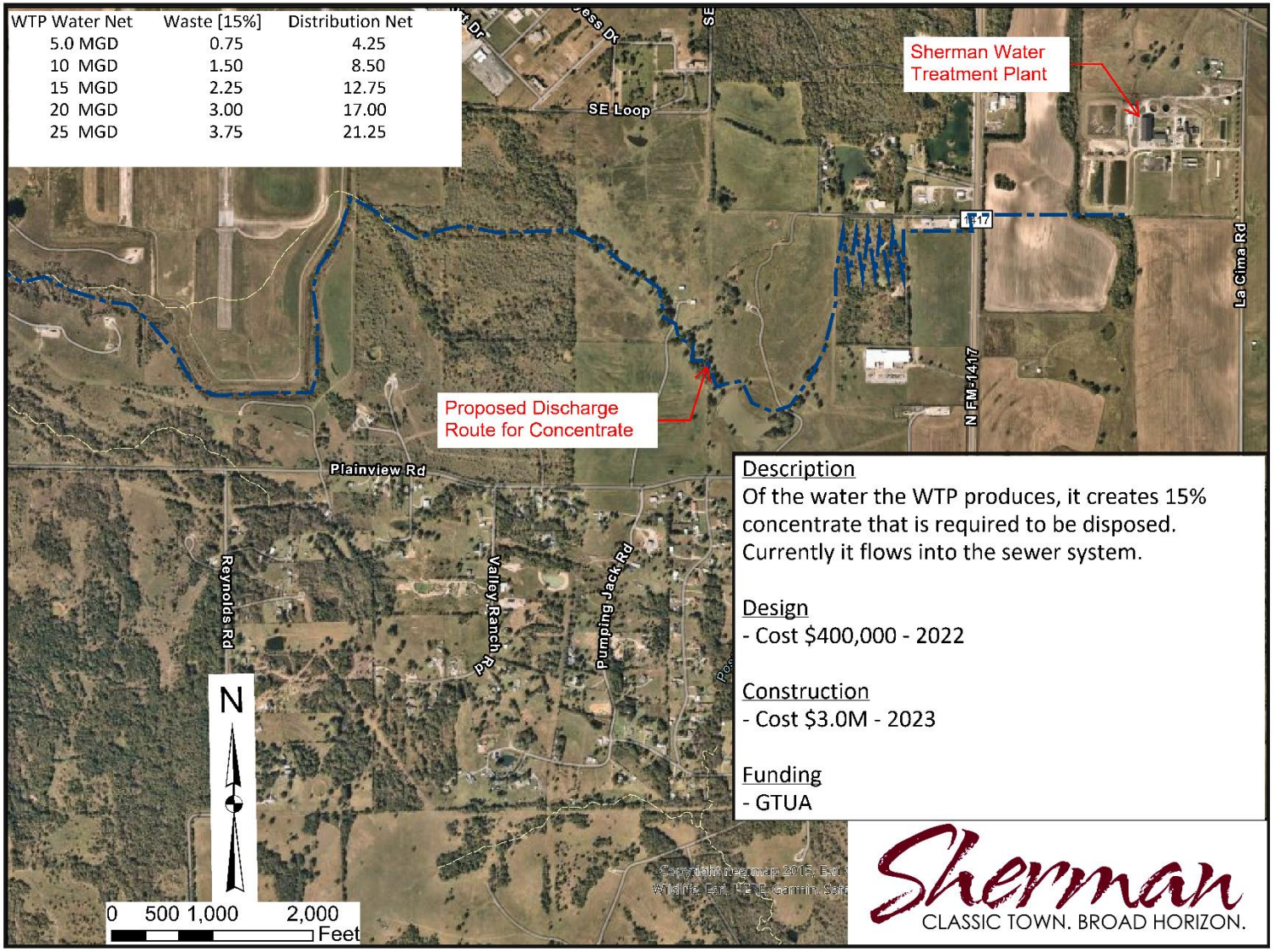
Description
Build out Ultra Filtration and Reverse Osmosis Space to add 5 MGD of treatment capacity to the WTP.

Design
- Cost $1.92M - 2022

Construction
- Cost $11.0M - 2023-2025

Funding
- GTUA

Brine Line


WTP Water Net | Waste [15%] | Distribution Net
5.0 MGD | 0.75 | 4.25
10 MGD | 1.50 | 8.50
15 MGD | 2.25 | 12.75
20 MGD | 3.00 | 17.00
25 MGD | 3.75 | 21.25
Sherman Water Treatment Plant
Proposed Discharge Route for Concentrate
SE Loop
Plainview Rd
Reynolds Rd
Valley Ranch Rd
Pumping Jack Rd
La Cima Rd
N FM-1417
1417
N
0 500 1,000 2,000 Feet
Description
Of the water the WTP produces, it creates 15% concentrate that is required to be disposed. Currently it flows into the sewer system.
Design
- Cost $400,000 - 2022
Construction
- Cost $3.0M - 2023
Funding
- GTUA
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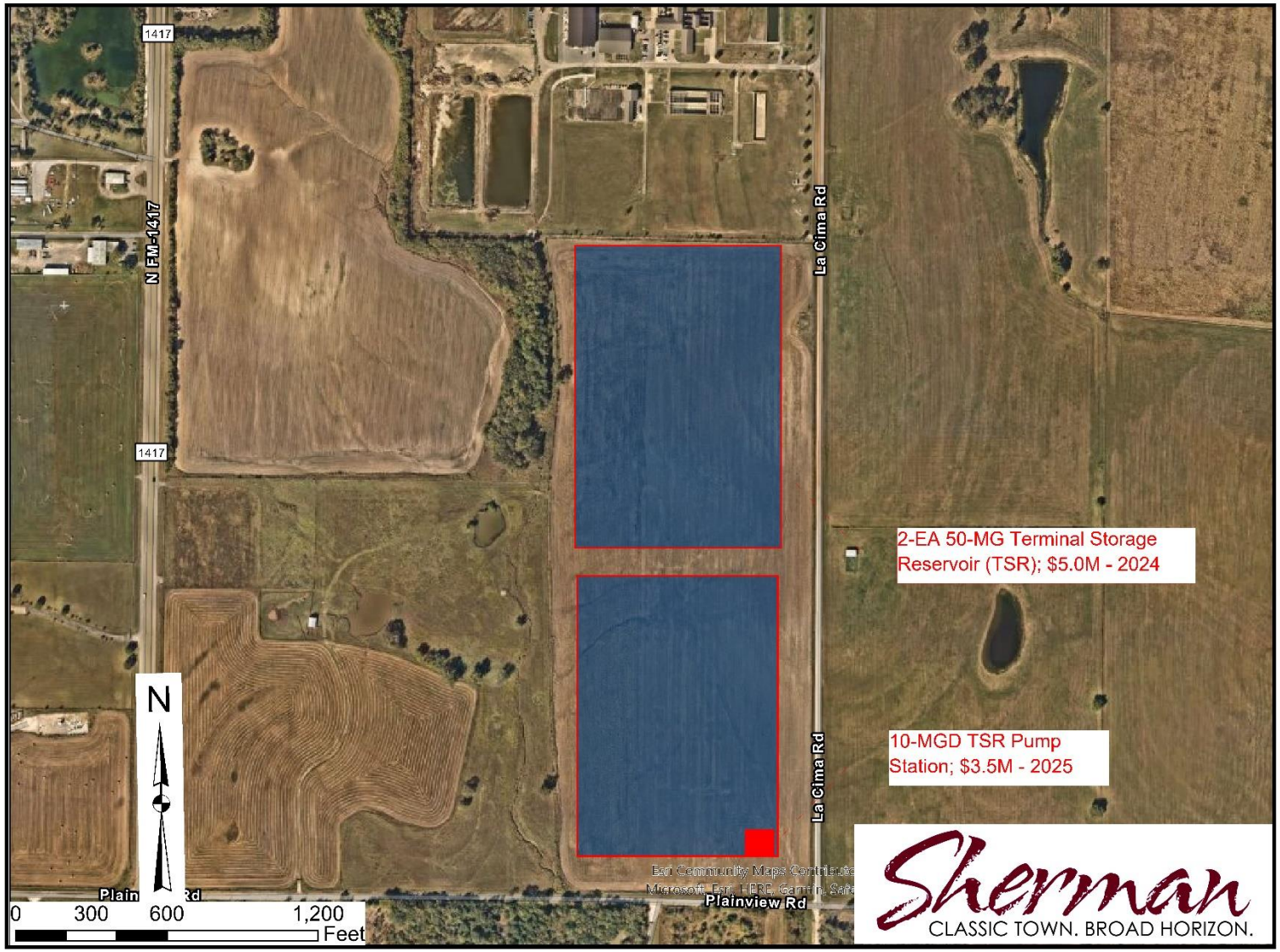
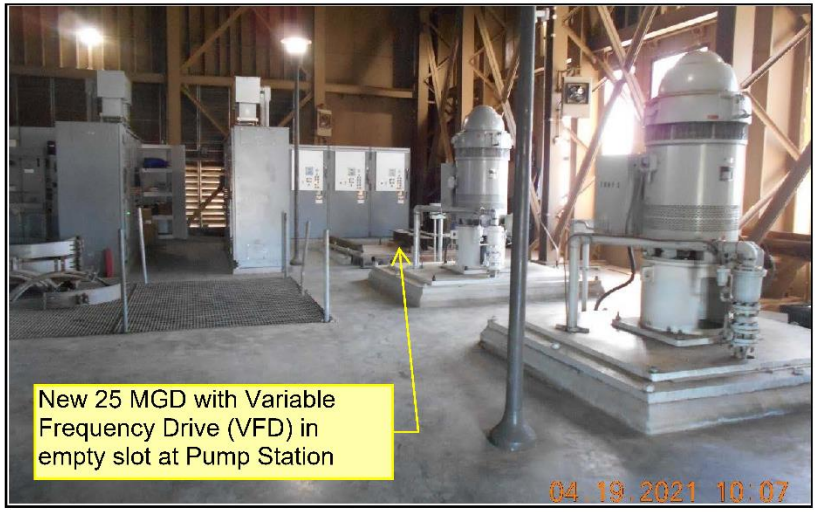
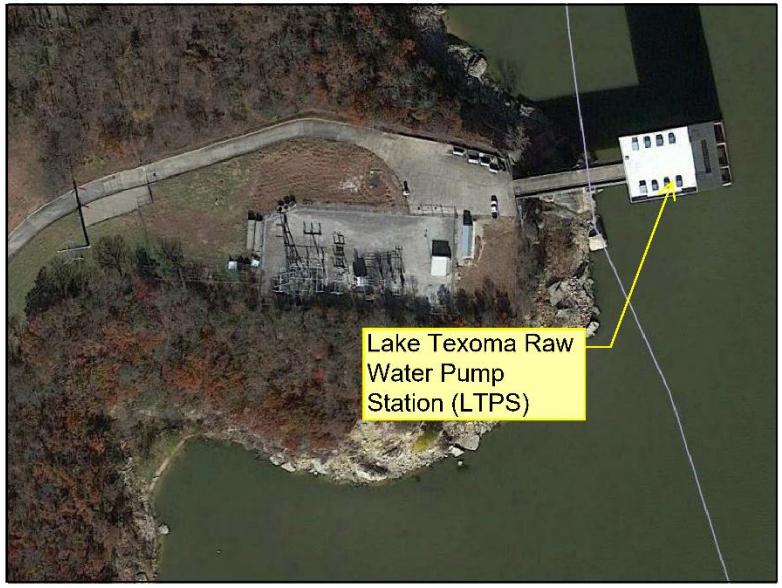
100M Gallon Terminal Storage



Lake Pump Station Generator

Lake Pump Station Pumps





Description
New Raw Water Pump with 25 MGD variable speed pump to support mid to max flow ranges.

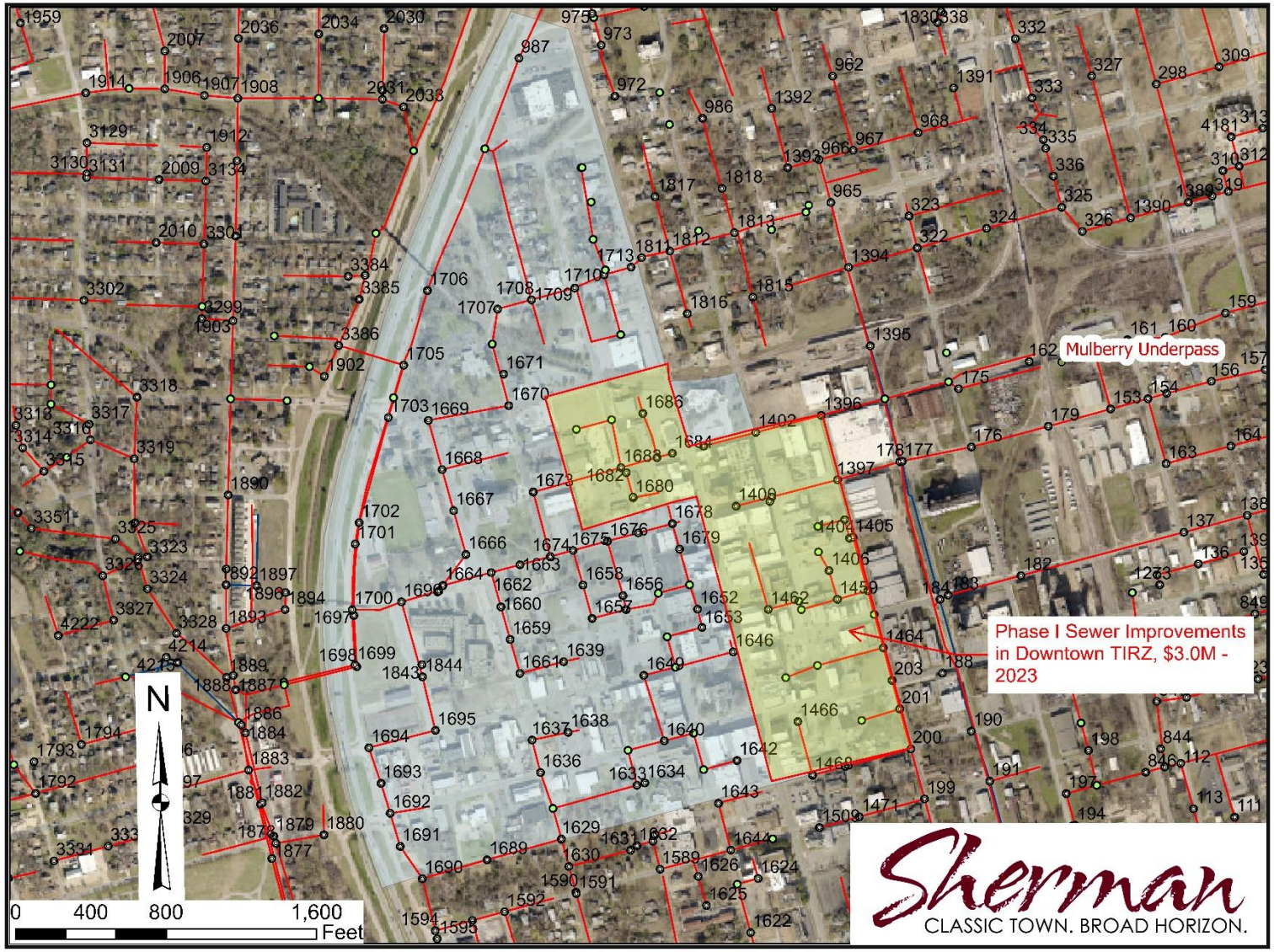
Design
- Cost $0.41M - 2022

Construction
- Cost $5.1M - 2023

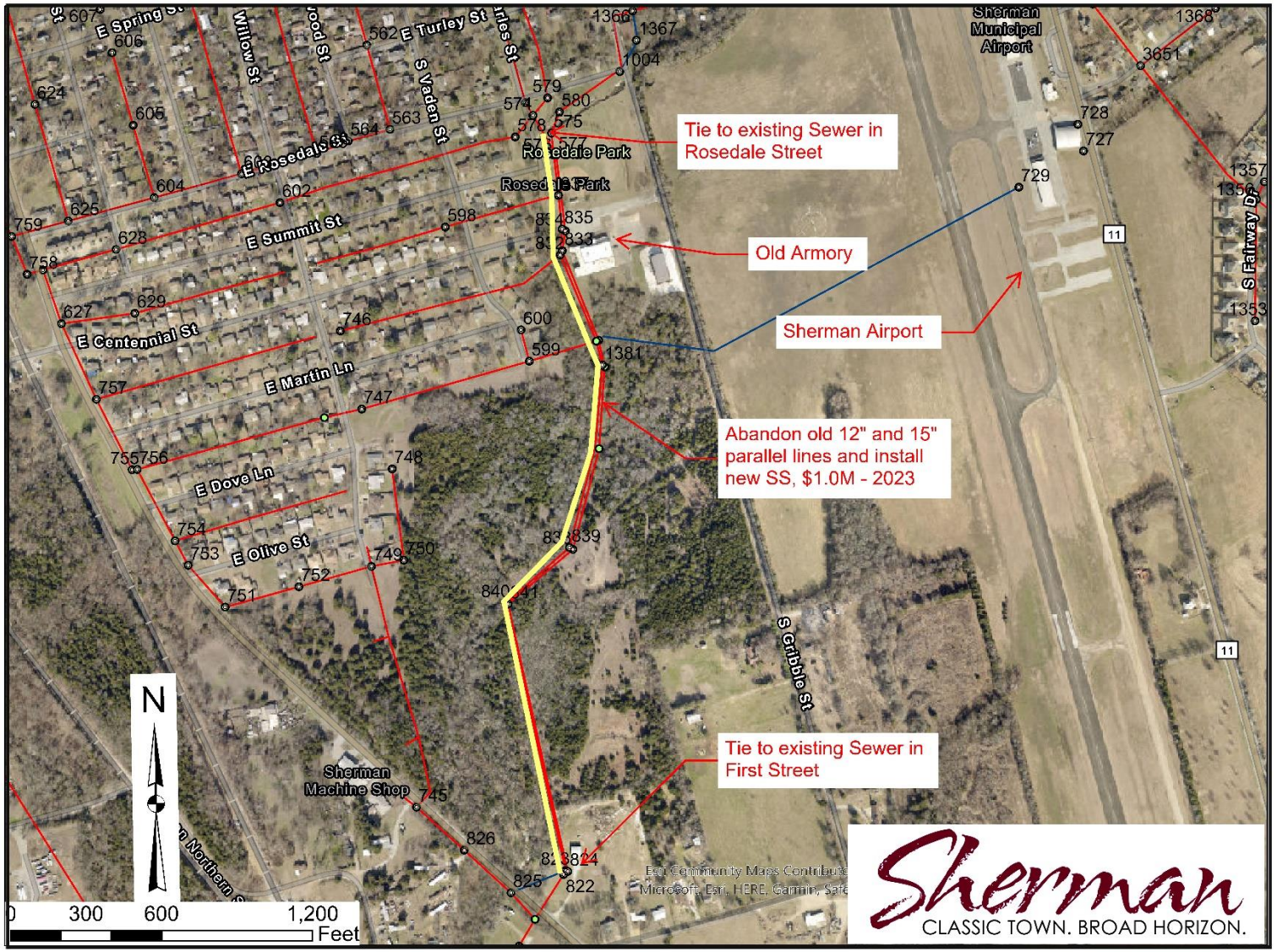
Funding
- GTUA

Crossroads Sewer

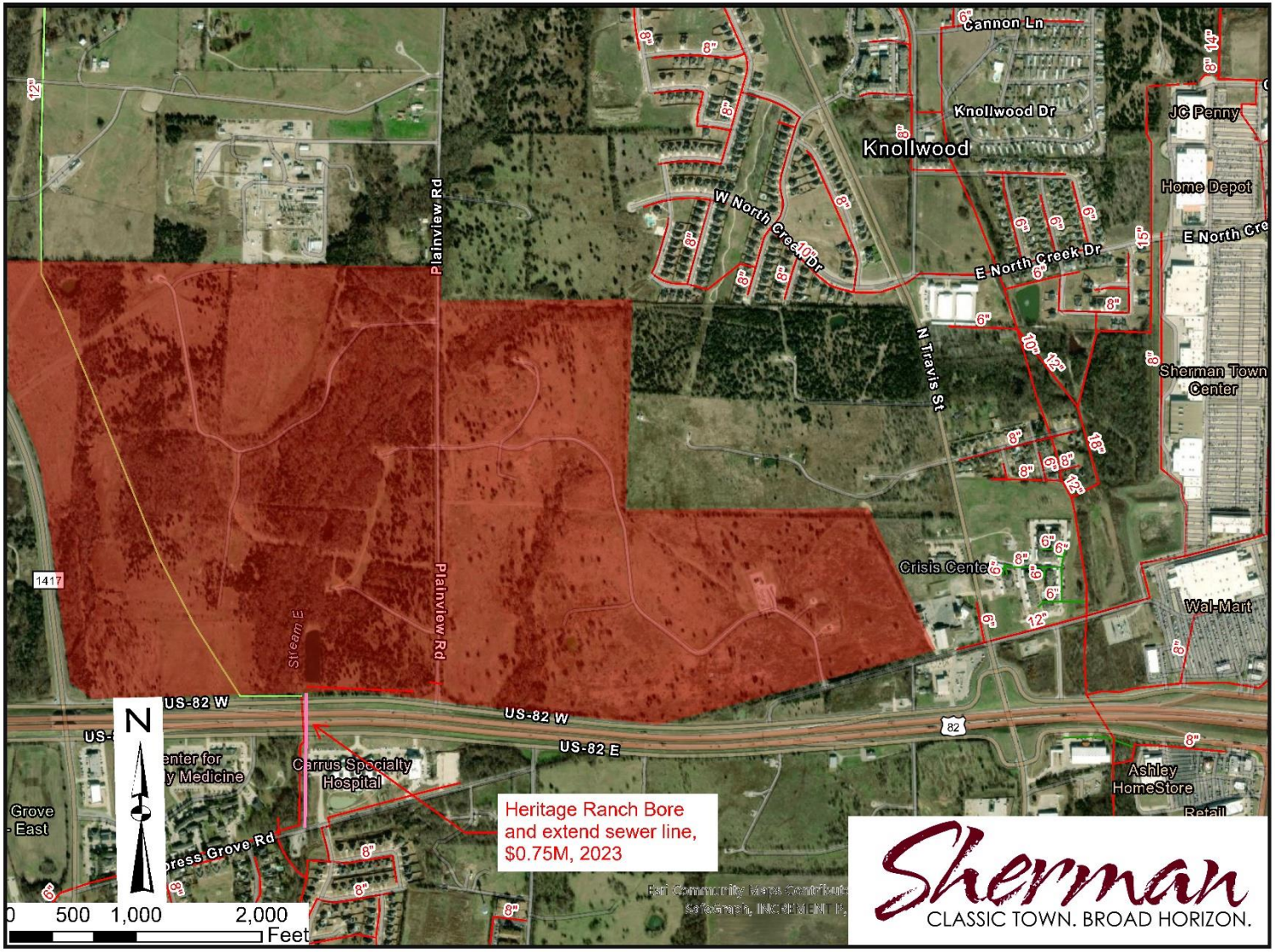
Downtown Sewer



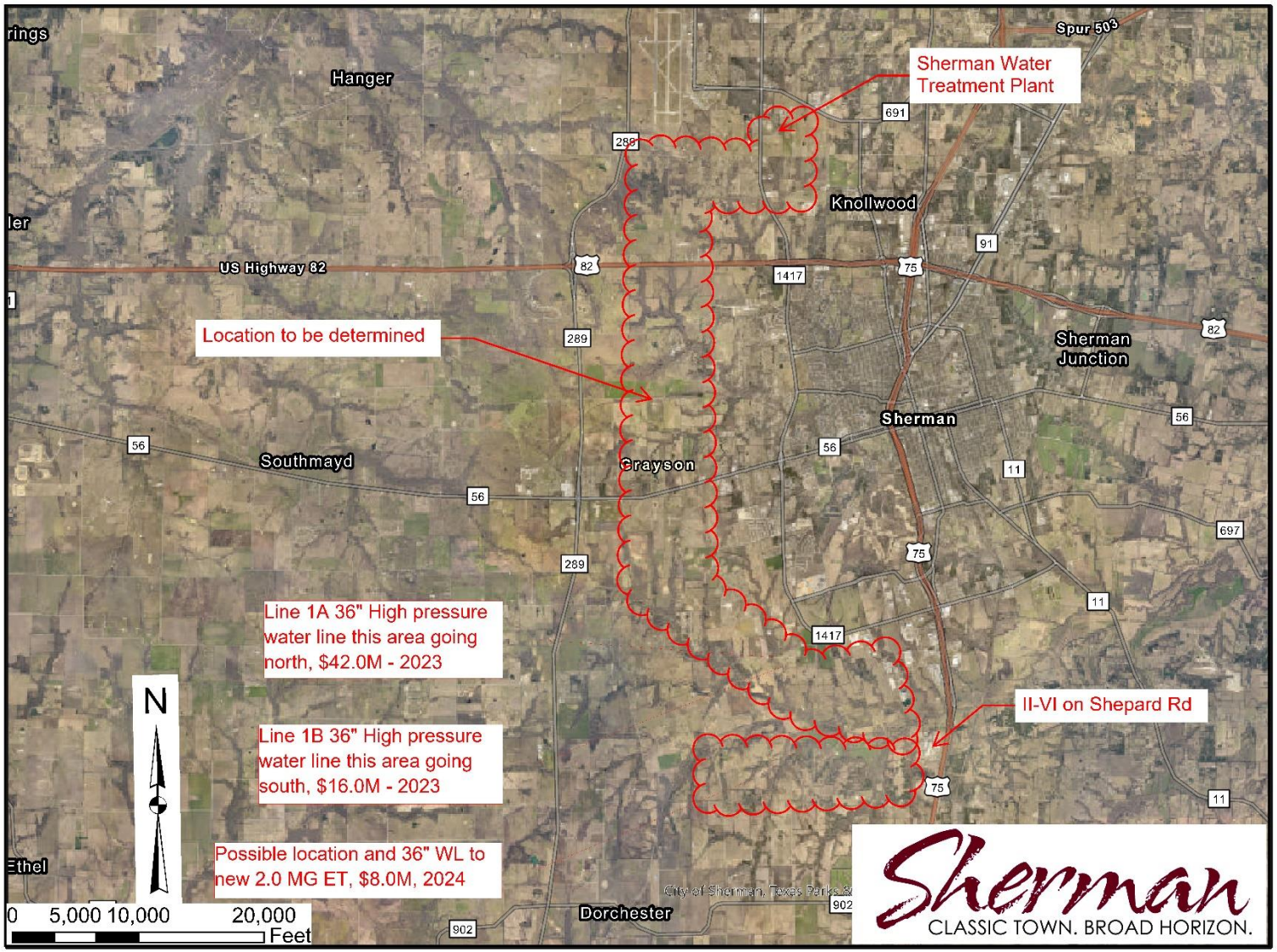
Rosedale to First Sewer



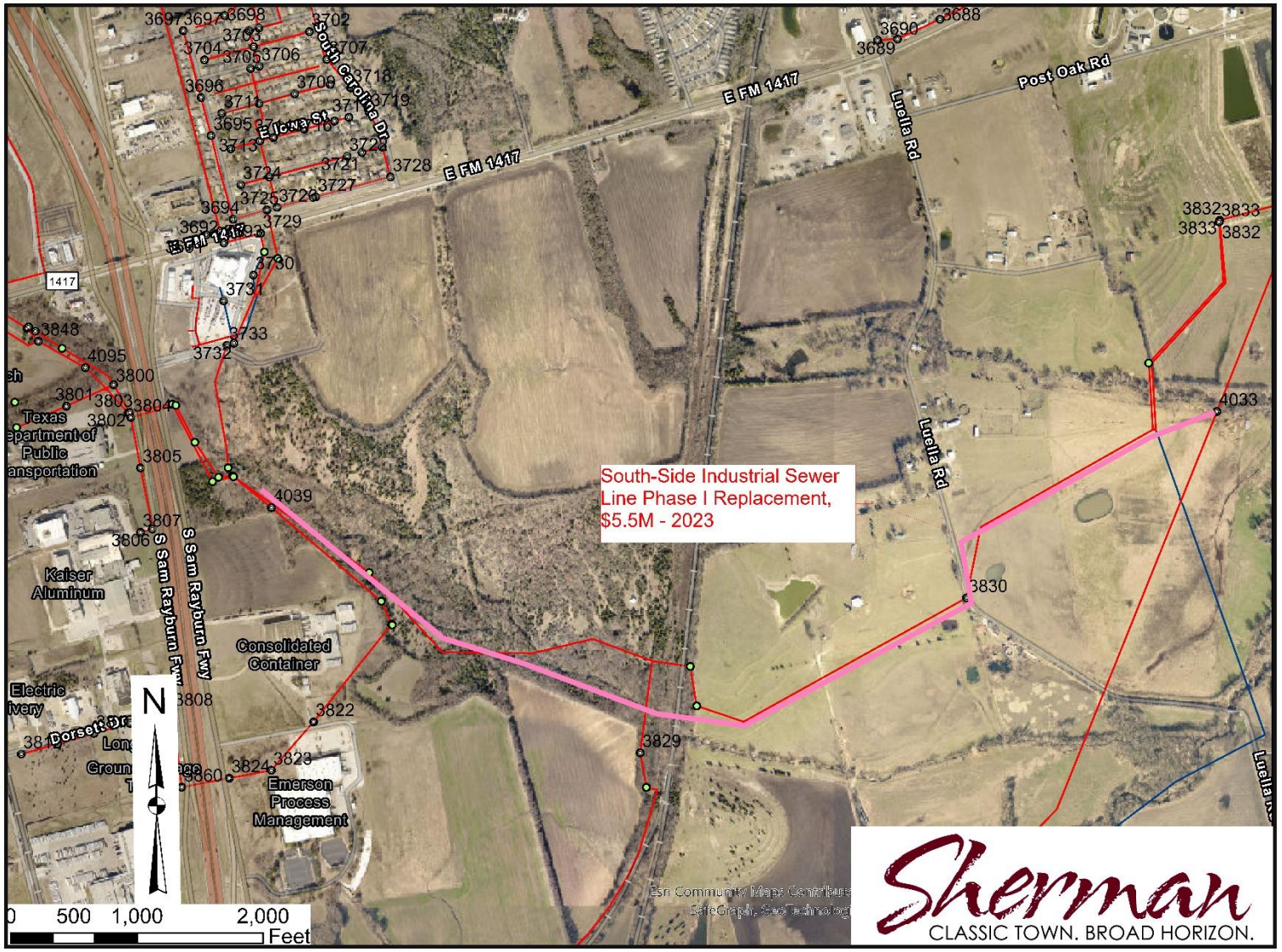
Heritage Ranch Sewer



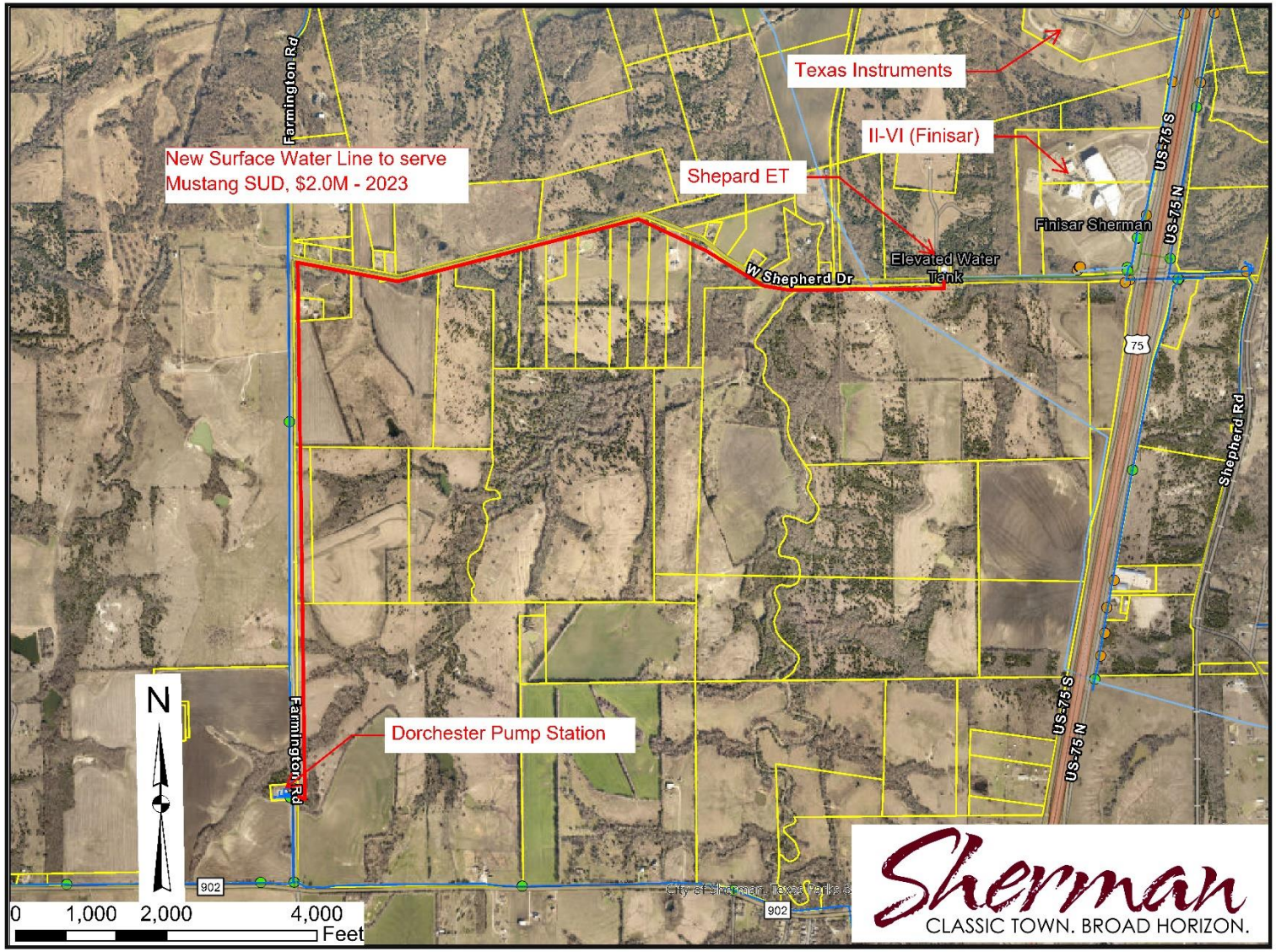
36” Water Line Extension



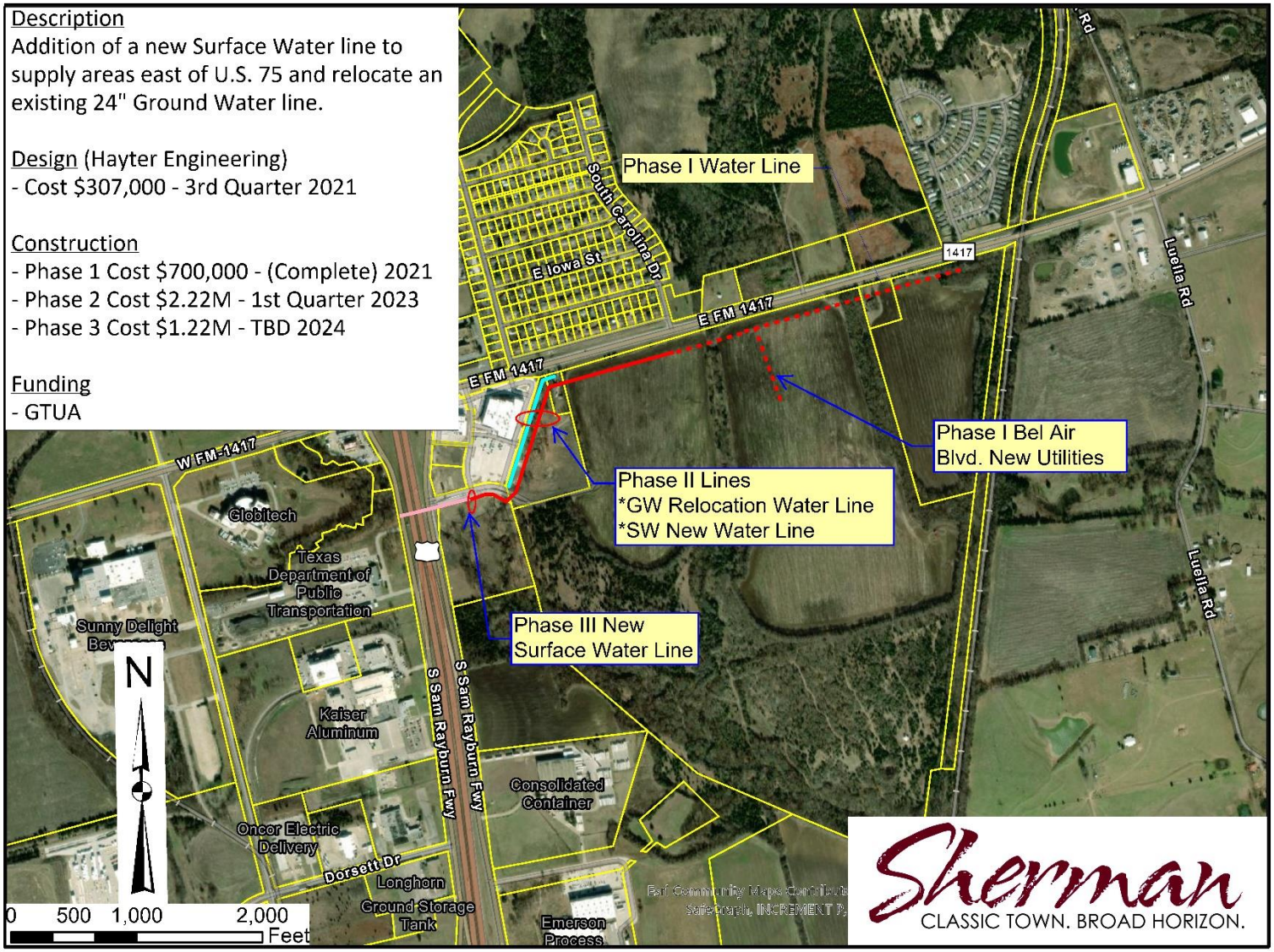
South-Side Industrial Sewer



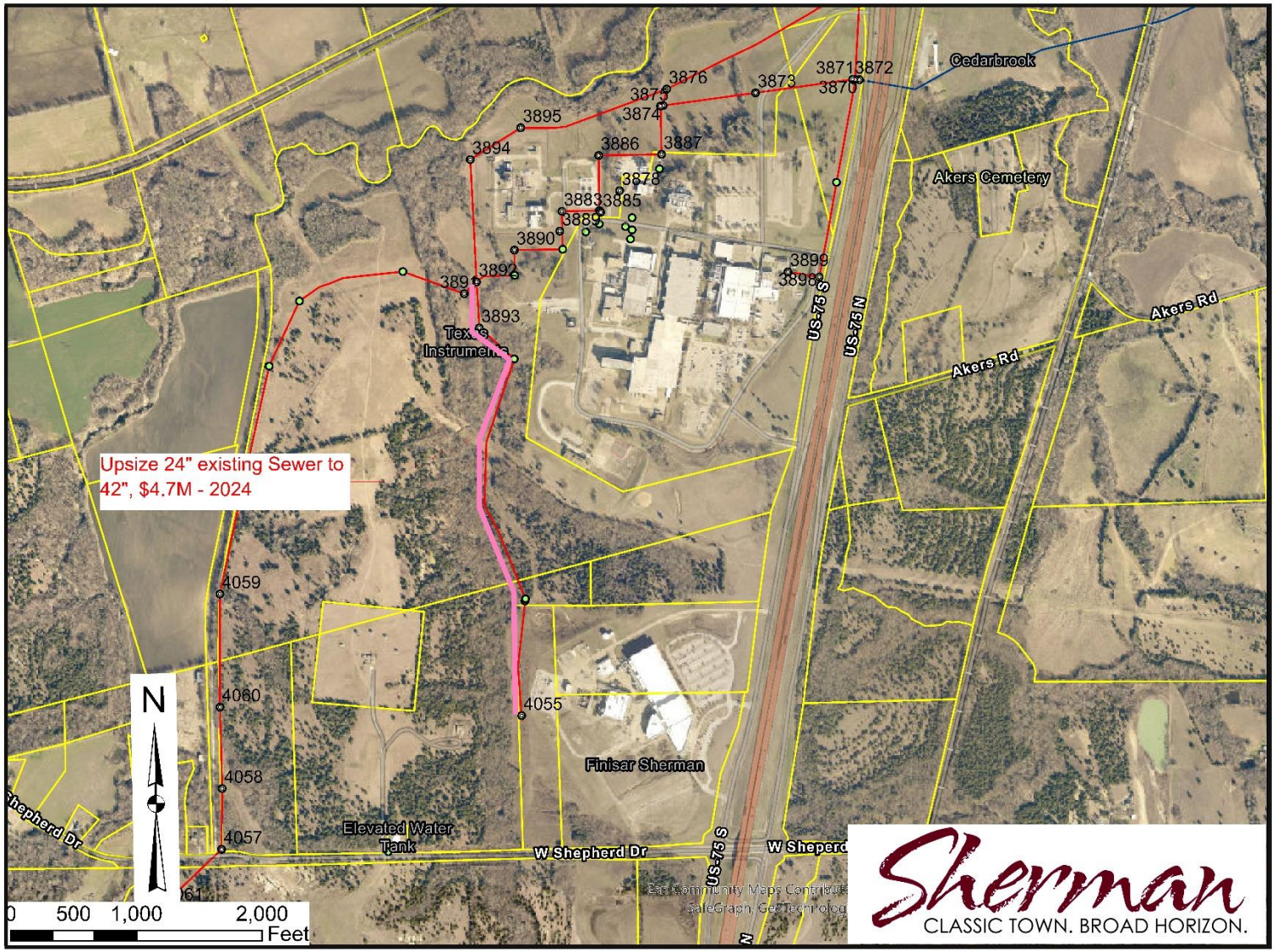
Mustang (Marilee) Water Line



Bel Air Water Lines

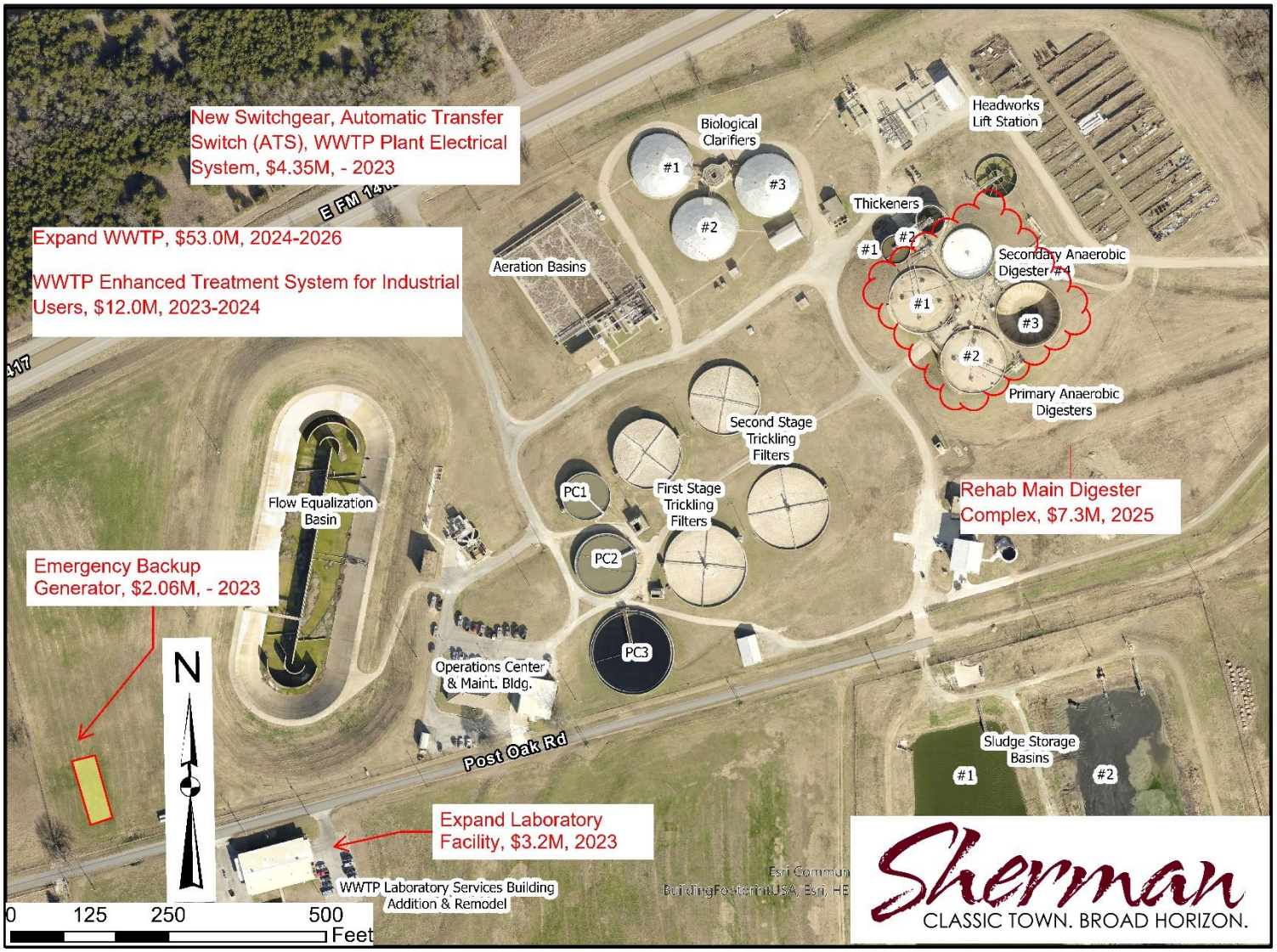


24” to 42” Sewer Extension



Post Oak Sewer Replacement

Wastewater Treatment Plant



Misc. Tax and Debt Stuff

Tax Statistics

- Estimated Taxable value FY23 ~ $4.56B
- So, $.01 tax rate = $456k revenue annually
- And, $.01 tax rate = $7.5M in bonded projects

Debt and FY2023 Budget Preview

- $45M +/- CO Bond issue can be funded while LOWERING FY23 tax rate
- Projected utility projects can be funded without increasing recommendations of utility rate study from last year
- BOTTOM LINE – development is paying for development

Sherman
CLASSIC TOWN. BROAD HORIZON.

Council Questions and Comments

Department	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
630-7600 - IT					
Install enterprise security camera system for City buildings	33,000	33,000	-	-	-
630-7600 - IT Total	**33,000**	**33,000**	**-**	**-**	**-**
100-1119 - Streets					
Center Street Bridge at Post Oak Creek	750,000	-	-	-	-
Construct Beach Club Boulevard	2,500,000	-	-	-	-
Bel Air Boulevard construction - Phase II	2,900,000	-	-	-	-
Sherman street improvements	500,000	-	-	-	-
ROW and construction of Moore Street - extend north from Park Ave to Center Street	5,000,000	-	-	-	-
Construct road for Crossroads hospital infrastructure	750,000	-	-	-	-
Phased design & construction of OB Groner - west of FM 1417	500,000	-	-	-	-
Phased construction of Progress Drive - Progress Rail to Flanary Road	2,100,000	-	-	-	-
Phase construction for Flanary Rd. - FM 1417 to Progress Dr.	3,900,000	-	-	-	-
Design and construct Shepherd Dr. - Shepherd Place planned development	8,600,000	-	-	-	-
Design and ROW acquisitions for FM 1417 - Hwy 56 to Travis	3,300,000	-	-	-	-
Design and ROW acquisitions for FM 1417 - US 75 to RR	550,000	-	-	-	-
Phased design and construction of Lamberth Road - Shady Oaks to Friendship Road	4,600,000	-	-	-	-
Engineering and construction of McGee Street Bridge at Post Oak Creek	150,000	750,000		-	-
Phased design & construct Friendship Rd - Hwy 56 to Lamberth	1,750,000	200,000	2,000,000	3,500,000	3,500,000
Phased design and construction of Flanary Road - 2,175 ft south of Progress Drive to Shepherd Drive	600,000	-	5,400,000	200,000	1,800,000
Fallon Drive construction - Loy Lake west to US 75	-	200,000	1,700,000	-	-
Phased design and construction of Flanary Road - widening 2,175 ft south to Progress Dr.	-	300,000	2,300,000	-	-
Design and construct Park Street - Lake St. to SH 11	-	-	330,000	2,765,000	-
Engineering and construction of Fallon Drive to Dripping Springs	-	-	-	110,000	1,100,000
100-1119 - Streets Total	**38,450,000**	**1,450,000**	**11,730,000**	**6,575,000**	**6,400,000**

Department	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
100-5170 - Parks & Recreation					
Install ballfield and trail lighting at Pecan Grove Athletic Complex	1,350,000		-	-	-
Increase Electrical Service at Pecan Grove West	175,000	-	-	-	-
Update flooring and walls at Taylor Street Gym	-	375,000	-	-	-
Design and build multi-generational recreation center	-	150,000	35,000,000	-	-
Update Parks, Recreation, and Open Space Master Plan	-	-	-	125,000	-
Design and build new outdoor aquatic center	-	-	-	-	10,000,000
100-5170 - Parks & Recreation Total	**1,525,000**	**525,000**	**35,000,000**	**125,000**	**10,000,000**
100-5171 - Parks Maintenance					
Install trail lighting and restrooms at Pecan Grove East Park	650,000	-	-	-	-
Design and Build Northcreek subdivision park (donated land)	500,000	-	-	-	-
Replace restroom at Fairview Park w/ restroom-concessions building	500,000	-	-	-	-
Replace dirt pump track with asphalt at Binkley Park	350,000	-	-	-	-
Design and build "Shark Tooth Park" - Post Oak Creek	150,000	4,000,000	-	-	-
Design and construct trails per Trails Master Plan	750,000	750,000	750,000	750,000	750,000
Design and install additional splash pad - location TBD	-	800,000	-	-	-
Design and install large, all-inclusive playground at Pecan Grove East	-	1,000,000	-	-	-
Install restroom at Binkley Park	-	350,000	-	-	-
Replace sports field lighting - Old Settlers Park and Fairview Park	-	1,600,000	-	-	-
Expand existing skatepark at Hawn Park	-	400,000	300,000	-	-
Install bridge connecting Binkley Park to Lamar Street greenspace	-	-	200,000	-	-
Install fishing pier at Herman Baker Park	-	-	650,000	-	-
Install large pavilion at Herman Baker Park	-	-	550,000	-	-
Install additional dog park - location TBD	-	-	150,000	-	-
Acquire land for neighborhood park - location TBD	-	-	400,000	-	-
Acquire land for a large regional park	-	-	-	2,000,000	-
Develop neighborhood park on FY25 land acquisition	-	-	-	1,000,000	-
Design and build large regional park on FY26 land acquisition	-	-	-	-	8,000,000
100-5171 - Parks Maintenance Total	**2,900,000**	**8,900,000**	**3,000,000**	**3,750,000**	**8,750,000**

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
100-4123 - Animal Control					
Replace old storage building at Animal Shelter	42,000	-	-	-	-
100-4123 - Animal Control Total	**42,000**	**-**	**-**	**-**	**-**
100-2121 - Police Department					
Continue implementation of Watchguard video evidence software	92,796	92,796	157,220	-	-
100-2121 - Police Department Total	**92,796**	**92,796**	**157,220**	**-**	**-**
100-2122 - Fire Department					
Combine fire stations No. 1 and 2 - new construction	10,000,000	-	-	-	
Install emergency backup generators at fire stations No. 3 and 5	125,000	-	-	-	-
Design and construct public safety training facility, potentially for shared use with County, etc.	250,000	1,500,000	-	-	-
Construct fire station No. 6	-	-	6,500,000	-	-
Install diesel exhaust system at station No. 3	-	-	-	60,000	-
Renovate fire station No. 3	-	-	-	-	500,000
100-2122 - Fire Department Total	**10,375,000**	**1,500,000**	**6,500,000**	**60,000**	**500,000**
100-5167 - Cemetery					
Construct outdoor chapel at West Hill Cemetery	45,000	-	-	-	-
100-5167 - Cemetery Total	**45,000**	**-**	**-**	**-**	**-**

Department	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
100-1191 - General					
Land purchase for facilities	2,000,000	-	-	-	-
100-1191 - General Total	**2,000,000**	**-**	**-**	**-**	**-**

Department	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
100-1119 - Stormwater					
Design and construct Blanton Drive storm drainage system - Birge to McGee	500,000	-	-	-	-
Hillcrest/N. Woods Bridges - erosion damage repair and deck overlay	-	110,000	-	-	-
Lamberth Bridges - erosion damage repair and deck overlay	-	130,000	-	-	-
Pecan/Ricketts/Centennial Bridges - erosion damage repair and deck overlay	-	-	95,000	-	-
Taylor-Washington Bridges - erosion damage repair and deck overlay	-	-	135,000	-	-
Increase culvert capacity under Gribble Street	-	-	-	385,000	-
100-1119 - Stormwater Total	**500,000**	**240,000**	**230,000**	**385,000**	**-**
700-7710 - Utilities Administration					
Oversizing costs for annual water & sewer projects	250,000	300,000	300,000	300,000	500,000
Pape-Dawson Engineering program management	1,000,000	1,000,000	1,000,000	-	-
700-7710 - Utilities Administration Total	**1,250,000**	**1,300,000**	**1,300,000**	**300,000**	**500,000**
700-7712 - Production Services					
Install emergency backup generator at LTPS - 25 MGD	2,600,000	-	-	-	-
Install emergency backup generator at WTP - 25 MGD	1,640,000	-	-	-	-
Construction phase of brine disposal line at WTP	3,000,000	-	-	-	-
Increase existing clearwell high service pump capacity at WTP to 25 MGD	5,000,000	-	-	-	-
Increase UF/RO capacity by 5-MGD at WTP	11,000,000	-	-	-	-
Construct pump station for 100-million gallon terminal storage reservoir	800,000	-	3,500,000	-	-
Upsize raw water pump station #1 to 25-MGD	5,100,000	-	-	-	
Construct 100-million gallon emergency storage water reservoir south of WTP	-	5,000,000	-	-	-
Construct additional 30-MGD UF/RO facility at WTP	-	60,000,000	-	-	-
Engineering for future new 84" raw water line from Texoma Lake to WTP	-	-	-	2,600,000	-
Increase UF/RO facility capacity by 10-MGD	-	-	-	3,100,000	39,000,000
700-7712 - Production Services Total	**29,140,000**	**65,000,000**	**3,500,000**	**5,700,000**	**39,000,000**

Department	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
700-7720 - Distribution Services					
Install sewer line for Crossroads hospital infrastructure	1,200,000	-	-	-	-
Replace downtown sewer lines - Phase 1	3,000,000	-	-	-	-
Replace SE Sherman sewer line - Rosedale to First St.	1,000,000	-	-	-	-
Lift station flow metering & SCADA connect	60,000	-	-	-	-
Install Heritage Ranch sewer line	750,000	-	-	-	-
Construction phase of 36" 1A water line - WTP to Shepherd	42,000,000	-	-	-	-
Construction phase of 36" 1B water line - future Friendship Road ROW	16,000,000	-	-	-	-
Complete deteriorated Southside Industrial Sewer replacement	5,500,000	-	-	-	-
Complete Shepherd/Farmington (Marilee) water line	2,000,000	-	-	-	-
Complete Rex Cruz elevated tank rehab	420,000	-	-	-	-
City portion of planning, acquisition, design and construction for Shepherd Place utilities	530,000	-	-	-	-
Install 6" balance line at Fairview ground storage tank	170,000		-	-	-
Address water quality improvements with annual line replacements	22,000	1,830,000	-	-	-
Annual sewer line replacement - Westside Post Oak Creek	80,000	120,000	-	-	-
Bel Air Boulevard construction - Phase II - 20" surface water line from creek crossing to Phase I end	2,220,000	1,220,000	-	-	-
Relocate 2-MG elevated tank and install new 36" water line - Shepherd to new elevated tank	400,000	8,000,000	-	-	-
Upsize sewer line west of industrial park development - 24" to 42"	570,000	4,700,000	-	-	-
Phase III of High Country Estates water system upgrades	60,000	60,000	70,000	-	-
Lead & copper rule revision - phases 2 through 6	63,000	49,000	27,000	21,000	21,000
Remove and replace Post Oak sewer Line A	-	2,200,000	-	-	-
Remove and replace Post Oak sewer Line B		2,680,000	-	-	-
Replace inverted siphon sewer line servicing Center St. basin	-	600,000	4,130,000	-	-
Acquire additional areas for potential development - NW sewer expansion project	-	-	1,000,000	500,000	-
700-7720 - Distribution Services Total	**76,045,000**	**21,459,000**	**5,227,000**	**521,000**	**21,000**

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
700-7722-WWTP					
Install emergency backup generator at WWTP	2,060,000		-	-	-
Expand lab facility at WWTP	3,200,000	-	-	-	-
Enhance WWTP treatment system for industrial waste	1,200,000	12,000,000	-	-	-
Engineer, design, & construct equalization basin blower rehabilitation	200,000	1,810,000	-	-	-
Improve WWTP electrical system	4,350,000	550,000	-	-	-
Miscellaneous WWTP improvements - sludge dewatering, outfall access safety elements, etc.	70,000	80,000	-	-	-
Replace plant access road at WWTP	-	80,000	-	-	-
Grit building NFPA upgrades	-	30,000	290,000	-	-
Rehab clarifier #3 at WWTP	-	120,000	1,000,000	-	-
Rehab/replace sludge digester complex	-	550,000	7,300,000	-	-
Upgrade Post Oak WWTP - 16-MGD to 24-MGD	-	8,000,000	-	53,000,000	-
Demolish old sludge drying beds	-	-	250,000	-	-
Rehab and safety improvements to decant lift station	-	-	-	-	50,000
WWTP plant pond sampling & rehabilitation	-	-	-	-	20,000
700-7722-WWTP Total	**11,080,000**	**23,220,000**	**8,840,000**	**53,000,000**	**70,000**
100-1191 - General					
Land purchase for facilities	2,000,000	-	-	-	-
100-1191 - General Total	**2,000,000**	**-**	**-**	**-**	**-**
Grand Total	**173,477,796**	**123,719,796**	**75,484,220**	**70,416,000**	**65,241,000**

STATE OF TEXAS §

June 7, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall, 220 West Mulberry Street, Sherman, Texas, on June 7, 2022.

MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Pam Howeth.
Council Members Dobbs, Holland, Marroquin, Teamann.

MEMBERS ABSENT: Council Member Stevenson.

STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Zach Flores, Executive Director of Public Safety;Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Wayne Lee, Director of Engineering; Rob Rae, Director of Development Services; Danny Jones, Fire Chief; Leah Campbell, Human Resources/OD Administrator; Jason Jeffcoat, Assistant Police Chief; Bruce Dawsey, Assistant Police Chief; Wes Trisler, Assistant Police Chief; Chris Olson, Assistant Fire Chief; Bart Bowman, Fire Division Chief; Tom Pruitt, Utility Engineer; Mary Lawrence, Director of Finance; Nathan Whiddon, Wastewater Superintendent; Kevin Winkler, Public Works Manager; Eric Sandberg, Assistant Public Works Manager; Theresa Hutchinson, Parks and Recreation Manager; Moises Duran, Emergency Management Coordinator; Jana Garner, Grants Coordinator; Karen Wolff, Administrative Secretary; Jim Cross, Water Systems Manager; Nate Strauch, Community and Support Services Manager; Shawn Hackworth, IT Manager; Sean Hemperley, Parks and Cemetery Maintenance Superintendent; Chuck Carlisle, Facilities Manager; Mike Roe, Facilities Foreman; Morgan Penn, Police Administrative Coordinator; Melissa Eason, Library Services Manager; Sarah McRae, Tourism/Main Street Manager; Junior Jaimes, Computer Support Technician; Teri Fine, Assistant to the City Manager; Sheena Taylor, Administrative Assistant; and Linda Ashby, City Clerk.

PURPOSE:

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN

INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN

CITIZEN COMMENTS

2022-2023 BUDGET REVIEW

COUNCIL COMMENTS

EXECUTIVE SESSION
In Accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in

this agenda, or any of the items identified below, concern one or more of the following:

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

OPEN MEETING

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Plyler called the meeting to order at 8:10 a.m., declared a quorum present, and opened the meeting.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN

CITIZEN COMMENTS
There were no citizen's comments.

OTHER BUSINESS
DISCUSS CALLING A SPECIAL MEETING FOR THE WEEK OF JUNE 13, 2022
Robby Hefton, City Manager, asked the Council to consider scheduling a Called Council Meeting on June 16, 2022, at 12 p.m., to consider the creation of the Reinvestment Zone for Project Boston and GlobiTech. There will be follow-up action on the June 20, 2022 Regular Council Meeting for a series of Tax Abatements and 380 Agreements.

ACTION TAKEN.
Motion by Deputy Mayor Howeth to call a Special Council Meeting for June 16, 2022, at 12 p.m., as presented. Second by Council Member Holland.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Teamann.
VOTING NAY: **None.**
MOTION CARRIED.

2022-2023 BUDGET REVIEW
Opening Comments/FY 2022 Work Plan Update
Mr. Hefton outlined the schedule for the day, saying they would end with Council direction on the work plan. He said this year the focus will be on the Texas Instruments expansion and the associated needs. Because of the heavy tax abatements, what these projects bring on the General Fund side, is the residential effect on the single-family and multi-family, which drives sales tax and the increase in the tax base.

The main effect is on utilities, where there is a huge direct impact, and will nearly double the impact of water and sewer revenues. He also mentioned the effect on services such as streets and parks. Wildan will also provide an annual look at the utilities, later in the meeting, which was set by the Utility Rate Study. He discussed the future growth that will come from the industrial projects.

Mr. Hefton said the revenue cap will be a part of the focus of the budget discussions. Because of the revenue cap, the City doesn't really set the tax rate anymore. It is set by the cap. He projected that the tax rate would go down, but those numbers are unknown at this time, because Grayson Appraisal District is still evaluating the numbers. He said, values will increase significantly, and that will cause a downward pressure on the tax rate. On the debt service side, Mr. Hefton said that is the portion on the tax base.

The staff will always strive for a 60 to 90-day reserve balance in the major operating funds, and this year, there will be a request for three dozen new employees. These employees will be in streets, public safety, water, and wastewater departments. He added that staffing and resourcing will be a major part of today's discussions. They will also discuss balancing work with the new programs that are coming on line.

As for financial expectations, Mr. Hefton said, property values are expected to be up $700 to $800 million in increased value and new property added, while on a "huge year," it would normally be up $200 million. Actual numbers should be available by July 25, 2022. There are also increases in sales tax in the General Fund, and the group health fund continues "to be a bright spot," he said.

As for utilities, Mr. Hefton said the City is in the second year of the five-year plan. The rates were smoothed out to be between a 4% and 5% increase annually. He said there is no proposed change to that rate.

For the Solid Waste Fund, the staff will be asking for an increase in commercial rates, but not residential rates. There have been significant cost increases in all major funds, but much of the expenses in the Solid Waste Fund relate to over-the-road costs, such as tires, oil, gasoline, and vehicles. Because of that, the staff is proposing a 10% increase in the commercial rates only.

Mr. Hefton said the staff is making "great progress" on the FY 2022 Work Plan, and presented an update on the status of projects. Some initiatives are longer term, and are in progress, such as the Police Station.

The staff will also be discussing a program that has been identified using some of the FY 2021 bond issue, that hasn't been spent. Some of that money has been set aside for major repairs and rebuilds on the streets. Mr. Hefton presented the status of the General CIP Projects.

Flyovers/CIP/Projects Update

Nate Strauch, Community and Support Services Manager, and Clint Philpott, Assistant City Manager, presented a video of flyovers for many City projects. Projects that were covered included the following.

Police Headquarters
South Moore Street (FM 1417, West Travis Street)
The Grove
Moore Street (Park to Center)
Park Haven
Estates of Baker Park
The Preserve, Phase 3
McGee Street Extension
Heritage Crossing
Lamberth and Friendship Road
Hickory Hill Development
Heritage Ranch, Phase 1
Northwest Sewer Line and Lift Station
Sweetwater Springs
Luella Crossing
Bel Air Village
Travis Heights
Three Oaks
Woodman Circle Home Demolition
FM 1417 (TxDOT)
Washington Meadows
US 75 (TxDOT) Gap Project
Shepherd Drive

City Council Members took a break from 9:08 a.m. to 9:19 a.m.

Development Services - Comp Master Plan Update, Impact Fees, Zoning Ord

Rob Rae, Director of Development Services, said they have been busy on the building side of development, because they have already issued more single-family residential permits, up to this point, than were issued in all of 2018 and 2019. They are also working on three projects on which he updated the Council.

The first project is the Comprehensive Master Plan Update, which was begun at the beginning of 2022, and should be completed by the end of October 2022. He outlined the process and discussed the meetings that were held to gather information, as well as the survey results.

Mr. Rae presented the schedule for the adoption of the Comprehensive Master Plan, saying it should be presented to the Planning and Zoning Commission in September 2022, and to the City Council in October 2022.

Council Member Dobbs said the first survey concern was affordable housing and the third was quality neighborhoods. He asked for a definition of what a quality neighborhood was. He asked for clarification on the questions that were included in the survey.

Another project they are working on is the Zoning Ordinance Updates. Mr. Rae explained the process with the review by a subcommittee of the Planning and Zoning Commission. He said one of the main changes will be the addition of different types of housing, which will also benefit the need for affordability and more options in housing. He listed other parts of the ordinance that will feature changes.

Mr. Rae said the new Zoning Ordinance will also include a complete overhaul of the Blalock Industrial Park. The district was originally created in 1962, with a small "tweak" in 2000. Proposed changes will ease the restrictions in the district, rather than making it stricter. There will also be one table that outlines all the uses in all the zoning districts, which will make it easier to use.

The third project is Impact Fees. Mr. Rae said today was the deadline for any "grandfathered" plats before impact feeds would be charged. Kimley-Horn was hired to perform the Impact Fee Study, and April Rose Escamilla, Civil Engineer, presented their update. She discussed the minor updates to the original 2020 plan.

Ms. Escamilla outlined the process used in the update and to implement the fee over the next few months. She said the three major areas are service areas, or where impact fees can be collected; land use assumptions, or how development is occurring; and the Capital Improvement Plan, which looks at roadways, water and wastewater infrastructure. This is used to develop service units, what the maximum fee will be, and the results.

The service area for water was determined to be the City's CCN service area, which is the entire City, to the ETJ. The service area for wastewater is also the entire City, taken to the ETJ. The service area for roadways is determined by Chapter 395 of the Texas Local Government Code. Sherman has four service areas for roadways, and the update revised the limits to service areas 3 and 4. These service areas were revised due to development in the area.

As for land use assumptions, the updates were a result of residential development in the service areas. Mr. Hefton referenced the huge increase in residential units from 2020 to 2022. There was an increase in single-family residential units from 3,100 in 2020 to 8,459 in 2022.

Ms. Escamilla presented the Water Impact Fee CIP, which includes five "existing facility or facility under construction" projects, and an additional list for a total of 26 projects, based on development, for 2020 to 2030. The Wastewater Impact Fee CIP also includes five existing projects, and a total of 24 projects. She also outlined the Roadway Impact Fee CIP.

Mr. Philpott said the normal list of CIP projects will be different from the Impact Fee CIP projects, because the normal list looks at five years, but the impact fee list looks at ten years. He added, that there are a lot of changes in five years, which is why the plan is updated annually. Mr. Philpott said there are only certain projects that qualify for impact fees, so not all CIP projects will qualify for impact fee reimbursement.

Ms. Escamilla outlined the next steps for the Impact Fee Schedule. Consideration of adoption of the ordinance should be in August or September 2022. Mr. Hefton explained that the consultants would outline the limits allowed by law for the impact fees, but the City Council will actually determine what they want the impact fee to be. Kimley-Horn will provide an updated range, but

that does not necessarily mean the City of Sherman will change their fee. He said there is no proposal to change the fees, but the plan will give the updated range that would be possible. He suggested that the impact fee range be studied for the next few years, because things are changing so quickly.

Mayor Plyler verified that the impact fees for the ETJ would be the same fees as those for inside the City, because they are based on service areas. However, the Roadway Impact Fees do change for different quadrants of the City. Mr. Rae outlined the current impact fee rates that are being assessed.

Public Safety - Police, Fire, Environmental Code, Staffing & Pay Plan

Zach Flores, Executive Director of Public Safety, presented the budget requests for the Fire Department. This year, they are asking for eight additional firefighters, for a total staffing of 94; to combine Stations 1 and 2; to move from a 16 to a 15-day work period; and some market salary adjustments. He explained how these changes would increase efficiency on scene, and firefighter safety.

He said, with the increase from 86 to 94 firefighters, this would allocate 24 firefighters to EMS; 62 firefighters to fire suppression; three firefighters to the Fire Marshal's Office; and five firefighters to administration. He added that moving to a 15-day work week would help with scheduling, and improves some of the administrative payroll processes, for both the Human Resources Department and the Fire Department. He also discussed the increase of efficiency in the department with the proposed changes.

The proposal to combine the Fire Stations is a result of growth in the City and overlap of some of the coverage areas. If approved, the proposal would combine Stations 1 and 2; update Stations 1, 3, and 5, as needed; update a storage facility; and add a part-time civilian Quartermaster.

Mr. Flores also addressed pay schedules, and said when compared with peer cities, Sherman's pay "has been off, by a considerable amount." He said the proposal for a market adjustment, is to increase all the positions in the Fire Department, between 4.5% to 10%.

They also need to make sure they have the right equipment. Mr. Flores proposed replacing Ladder 81 truck with a Quint; liquidating Rescue 81 and Ladder 81; and replacing one ambulance at a cost of $350,000. He said the City needs to "give them the tools they need" and better align for new development.

Mayor Plyler wanted to be sure the City had the proper equipment to address any needs from the industrial plants. He asked if there was specialized equipment that would be needed to respond effectively. Mr. Philpott added that during construction at the Texas Instruments facility, there will also be 2,000 to 3,000 construction workers on site.

Mr. Flores said it's important to "balance the people with the equipment, and the facility." Mr. Hefton agreed saying, the goal is to get the resources to the event with the people, equipment, and fleet that is needed, in the right amount of time.

Mr. Flores said if 85% or more of the calls are EMS calls, the City better be doing that right. Citizens don't have a choice as to who to call for their EMS needs. He said there are a lot of calls that they make that can be considered non-emergency, and he felt there might be another way to handle those calls.

Bart Bowman, Fire Division Chief, agreed, saying they just want to get the right people, to the right place, at the right time, with the right equipment. He said they are working to instigate an Emergency Medical Dispatch System. There is an international emergency dispatch system that prioritizes calls based on the level of emergency. This will determine how many calls can be routed, not through the emergency system. He outlined how these non-emergency calls would be handled.

Another area of concern is lift assist calls. Last year they ran 1,200 calls just to help someone get up out of the floor. In many cases, the person wasn't hurt, they just needed assistance getting up. With the system now, an engine and an ambulance would both be dispatched to that call. This amounts to about 900 hours of calls annually.

Mr. Flores discussed the Ambulance Contract with Grayson County. He said it currently costs the City about $1,200 per call. They make 300 to 400 calls annually, outside of Sherman, but in the County. Grayson County pays the City a little over $120,000 annually for these calls, which is about $400 per call. That means the citizens of Sherman carry the tax burden, to provide ambulance service for Grayson County residents. Mr. Flores said the City also gets an average of $174 per call from insurance. That still doesn't pay for the cost of that service.

He said they want to be as effective as they can, while still being as accountable as they can. If the proposed changes are made, this cost will increase too and will be even more disproportionate.

Council Members discussed the proposed changes and how that would affect services and the budget.

Mr. Flores also briefed the Council on community improvement and said it is a "collaborative approach" between a team of City departments. Code Enforcement, Substandard Structures, the Police Department, and the Fire Department are all working together to combat neighborhood issues, commercial issues, and homeless issues.

He discussed the strategy of identifying residential issues and areas of concern, and how to determine the amount of resources that should be used there. He also addressed commercial issues and said monthly meetings were held with the team departments to identify areas of concern and determine timelines for compliance. He said they are also trying to identify where the homelessness is located and concentrate resources to combat it.

He mentioned a motel on Texoma Parkway where the police actually make the most calls for service in the entire City of Sherman, for both police and fire. Starting in February 2022, they assisted the property owner in towing over 40 junk vehicles from the property, at the owner's expense, and the swimming pool was filled in. There has been a 61.8% reduction in police related calls for service, and a 41.1% reduction in Fire/EMS related calls. He recognized how well the team approach worked for these types of issues.

Mr. Flores presented the results of a staffing analysis that was completed for the Police Department. They want to keep the same level of service, but asked, as the City grows, what is needed to achieve that. The request for market pay adjustments is the same as for the Fire Department, between 4% and 10%. He also proposed to hire two patrol positions and one sergeant position each year, over the next four years.

Utilities - Rate Study

Dan Jackson, Vice President, Willdan, said their firm was hired by the City to perform a Water and Wastewater Rate Study. In 2021 they developed a long-term financial plan for the City's water and wastewater. At the time, the plan took into account future growth, costs, and financial goals. The City ended up adopting a 5-Year Water and Wastewater Rate Plan, that would get the City the revenue that it needed to cover all of its costs, while also minimizing the impact of the rate increases.

Since 2001, Mr. Jackson said the City has had some remarkable developments regarding growth expectations. They have reviewed the original plan and model to see if any adjustments need to be made because of this growth. He said the changes have been both beneficial and challenging. He outlined some of these changes.

One of the major changes is that, due to growth, the City's CIP is now estimated to be $326 million, through 2027, with additional CIP spending required beyond 2027. But that additional spending must be funded.

Jason Gray, Managing Principal, Willdan Financial Services, discussed the current Water Rate Plan that was adopted by the City and the base volume to which it applies. He recommended that the City stay with what was recommended. He explained how this rate would perform and its impact on the monthly charges.

Mr. Gray said it was a similar situation on the wastewater side. The percentage increases are a little high, but the bases are lower. Again, they recommended continuing with the program as approved. He said Sherman's water and sewer rates are very low, compared across the State. By 2025, they will still be under the "current" State average and that of most other cities, even after four years of moderate increases.

Mr. Gray did say the growth projections have changed, including the number of accounts, and the volumes that are used. The volume is much higher than the original projections, and has almost doubled. He said the same thing will happen on the sewer side.

He said they were not recommending any changes to the rate plan that the City has already adopted. However, he said there is a cashflow mismatch, as to when the CIP dollars will need to be spent, and when the revenue will be received from the new accounts and the new volume. Most of the improvements, he expected, would be funded by debt. He recommended that the City review the rates, expenditures, and debt issue, on an annual basis to ensure that the assumptions are being achieved.

They determined that if assumptions hold, the current rate plan is sufficient to fund extraordinary levels of debt. Mr. Jackson said "do nothing, stay the course, the five-year plan remains valid," and they suggested no changes at this time.

Dan Landing, Project Manager, Willdan Financial Services, was also in attendance at the meeting.

City Council Members took a lunch break from 11:45 a.m. to 12:07 p.m.

Public Works - Streets, Utilities, CIP + Pothole Crews

Mr. Philpott briefed the City Council on Public Works issues. Over the last three years, water service projects in the Distribution Services Department have increased due to the effects of development. Utility located tripled, water taps are up 50%, main breaks are up 50%, and meter

box sets are up 25%. He said they are also doing more efficient repairs that will last longer and not just patching the problem, and they're doing more in-house projects. He outlined current projects through Distribution Services.

Because of the increase in projects and services, Mr. Philpott said there is a need to increase staff, and add a crew for these projects. The new crew would consist of two operators, two laborers, a new crew truck, a 15-yard dump truck, and a mid-size excavator. That would result in three crews for projects.

Mr. Philpott presented a list of street projects, current ones that have been completed, projects for the summer, and the upcoming chip seal schedule of projects. He presented a map of the projects, showing that they encompass the entire City. The projects are on an as-needed basis, and they are trying to do more actual rebuilds instead of just repairs.

Proposed staff increases for the Street Department include a ROW Mowing Crew, consisting of one operator, three maintenance workers, a boom mower, tractor, with brush hog, and new crew truck; a CIP Crew, consisting of one operator, three maintenance workers, a new crew truck, and mid-size excavator; and a Pothole Crew, consisting of three maintenance workers, and a new crew truck with flatbed.

He outlined the proposed use of the new crews and explained how they would save money, as well as how they would be financed. Mr. Philpott said they expect to be able to do a lot more with the money, if it's done in-house, rather than hire a contractor. He said there are four projects that have been identified for the plan.

He said the City started working with Kimley-Horn on a Paving Condition Assessment. Data has been collected and they are integrating it into the database to create a scoring system of City streets for repair. The study should be complete in August or September of 2022.

Parks & Economic Development (Placer Tool Demo)

Terrence Steele, Assistant City Manager, presented an overview of the Parks and Recreation Department and the specifics of their department. This group includes Cemetery Services, Parks and Recreation, Parks Maintenance, Swimming Pool, and the Senior Center. The majority of their budget is Parks Maintenance.

Sherman has a lot of parks that must be maintained with the proper equipment and the proper number of people. Last year there was a contract for mowing, and mid-year, they asked to hire a crew. The City has 452 acres of parkland and 19 miles of trails, with 7.5 miles of that concrete walking trails. He discussed the other departments and their activities.

Mr. Steele said pickleball is the top activity at the Taylor Street Drop-In Gym. The sports fields are also heavily used, with both games and practices. They are also trying to bring additional tournaments to Sherman. Currently there are baseball, softball, and 7 on 7 football tournaments held in Sherman. There are also 12 pavilions at various parks and they are often rented. Mr. Steele said Sherman offers 164 recreation programs, 31 athletic programs, and 18 special events, that are attended by thousands of people.

He said, in order to attract people to Sherman, the City needed to put the amenities in place that will attract them.

Council Member Marroquin verified that there were plans to expand The Splash, however that was in year five of the CIP. Mr. Hefton felt the swimming pool "might have reached its end of life."

Council Member Marroquin also felt that the City needed to start their own soccer league to attract more soccer tournaments.

Mr. Steele provided a demonstration of Placer.ai software, which is used to recruit retail businesses. He said Sherman is a "regional draw" for retail and should bring other businesses in. He said they hoped to use the software for economic development.

Staffing Requests & Compensation

Mr. Hefton presented the staff requests for staffing and compensation. For employee compensation he proposed the following. And to look at it again after the first of the year. He also proposed starting the pay increase on August 1, 2022 instead of October 1, 2022.

- Base pay for all employees increased by 5%
- Fire Department - 6.5% equivalent
- Police Department - 5.5% equivalent
- Various market adjustments
- Contribution to HSA accounts - $600/employee

New positions proposed included the following.

General Fund

- Building Inspector
- Grounds Maintenance Worker (3) (partial year)
- Human Resources Generalist
- Public Safety Executive Director
- Firefighter (8)
- Street Superintendent
- Planner - Development Services
- Patrol Officer (2), & Evaluate additional Sergeant position during FY 2023
- Street Department Operator
- Traffic Operations Tech
- Police Headquarters Custodian
- Streets Maintenance Workers (6)
- Library Assistant (part-time)

Utility Fund

- WWTP Maintenance Tech
- Water Quality Tech (2)
- Pretreatment Specialist
- Distribution and Collection Laborer (2)
- Distribution and Collection Operator (2)
- Customer & Utility Services Clerk

Solid Waste

- Foreman
- Driver

Other Funds

- Information Technology - GIS Coordinator

The proposal is for 30 new employees, but some will offset savings. Currently there are 481 employees, and if all are approved the count would go to 520. These positions are built into the proposed budget.

FY 2023 Work Plan + Downtown

Mr. Hefton addressed the downtown TIRZ, and said there are some things that can be done to attract downtown businesses. They can use TIRZ dollars to pay the CO bonds for projects, primarily sewer projects. There is also some funding that could do other projects, such as parking and lighting. He said the staff would come back with a specific plan, if the City Council is okay with this.

Debt and Tax Update

Mr. Hefton said there are three main types of long-term debt that the City issues. Utility debt is through the Greater Texoma Utility Authority and does not appear as debt on the City's books. They are paid as contractual payments. There are also Certificates of Obligation, that is tax-backed debt. These are 20 to 30 years in length. That debt is paid from property tax debt. The third type of debt is Tax Notes. These are shorter in term, from five to seven years. Tax Notes are also about half the interest rate of the other two types of debt.

He presented a list of equipment to be purchased for FY 2023, through Tax Note funding. Total cost of the fleet was $3.8 million. He presented a list of projects for FY 2023 CO Bond uses. Total for this debt is $39 million. Most of these projects are for streets. Mr. Hefton presented prior debt service for the City, of the entire debt service.

He presented an estimate of what the tax rate would be, since the final numbers aren't in. He also discussed how the tax rate is determined, based on debt. The M&O rate is the one that is capped. He explained the calculations they used to determine what the tax rate will be. The current tax rate is $0.489 per $100 valuation. The projected rate is $0.444 per $100 valuation (estimated).

Five Year Revenue Sneak Peek

Mr. Hefton said property and sales tax generally make up about 75% of the total General Fund Revenue. Because of projected growth over the next five years, that number gets skewed. He discussed the other revenue for the fund and the potential growth in the tax base.

The deal with Texas Instruments, as it would be with any large industrial customers coming to Sherman, it takes them two or three years to build this big plant that adds billions of dollars to the tax roll. During those years of building, those dollars get added to the tax base. They're not abated yet. The abatement for Texas Instruments starts when they receive the Certificate of Occupancy. So, the first few years, while they're building, their tax is not abated and it comes on the tax roll. He discussed the effect this would have on the tax cap. He said the final budget that will be presented to the Council will have this "lined out."

Mr. Hefton outlined input from Council Members for the FY 2023 Budget.

- Continue plan for downtown improvements (sewer, parking)
- Streets - Condition Assessment Report, but take care of what we have
- Facilities and planning, as it relates to growth (Fire Department, City Hall, Public Works Facility)
- Cleaning up the City
- Continue SISD collaboration

He briefly looked at the proposed work plan for the upcoming year, but will address the actual Council direction after the financials are presented.

City Council Members took a break from 1:49 p.m. to 1:59 p.m.

Financials, Debt & Council Direction

Ms. Lawrence presented key points and fund balances for the financials.

General Fund

- Property tax rate decrease from $0.489 per $100 valuation to $0.444 per $100 valuation (estimated)
- Twenty-three new positions
- $13.8 million
- $3.8 million above FY 22 Adjusted Budget
- 94 days reserves

Utility Fund

- 4.6% water and sewer rate increase, per the rate study
- Nine new positions
- $5.1 million
- About $1.3 million above FY 22 Adjusted Budget
- 67 days reserves

Solid Waste Fund

- Receive TASWA funds - estimated $700,000
- 10% increase in Commercial Solid Waste
- Two new positions
- $1.5 million
- $168,000 above FY 22 Adjusted Budget
- 59 days reserves

Ms. Lawrence discussed key points in the fund's proposed budgets. Currently, inflation is at 8%. She also discussed the volatility of the sales tax, as well as property tax growth, and long-term debt.

Ms. Lawrence discussed transfers between funds to pay for services that one fund receives from other departments. The City also charges a franchise fee to the Utility Fund and the Solid Waste Fund, as it does to other utility companies. Transfers are also made to pay debt service and to fund capital projects.

She discussed the General Improvement Fund, the projects that are included, and a summary of the funding. The TIRZ #2 Fund will have a projected ending fund balance of $679,000, which could be used for projects in that zone, such as parking lots.

Mr. Hefton said, in the past, the Council has been sensitive about changing the residential solid waste rates. Sherman's residential rates are low and an increase could bring them more in line with other peer cities. In lieu of that, the proposed rate increase is only on the commercial rates.

Mr. Hefton presented the proposed Work Plan again, this time for Council direction.

Compensation/Staffing

- 5% cost of living, start on August 1, 2022; evaluate in October and maybe another one time "bonus" at a later date
- PD and FD pay plan
- Various market adjustments, as needed
- HSA contribution

- Significant staffing increase, as presented

Facilities/CIP - Council said yes to all
- Fire Department renovations and combine Stations 1 & 2
- City Hall planning
- PW facilities planning
- Significant General and Utility CIP projects (and related debt)

Planning & Operations - Council said yes to all
- Utility rate proposed adjustment and multi-year plan - stay on the 5-year plan
- Fire Department staffing and operational changes
- Enhanced street rebuild program via CO Bond proceeds
- Fleet and equipment purchases
- Tax note financing for various equipment/projects
- Enhanced City cleanup
- Downtown focus -- parking, retail/restaurant, infrastructure
- Commercial solid waste rate adjustment - discuss more in June
- Streets - CIP (CO Bond) crew, pothole crew, more materials
- Increased environmental abatement budget
- Development Standards revisions

Mr. Hefton said the property tax rate would decrease to about $0.444 per $100 valuation. He also presented the draft calendar for adoption of the tax rate and budget.

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 assesments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices

The Executive Session was not needed.

ADJOURNMENT
There being no further business to come before the City Council today, motion was duly made and approved to adjourn the Called Meeting at 2:48 p.m. Documentation for the Budget Work Session is held in the General File "Budget Work Session FY 2022-2023" in the City Clerk's Office.

_____
MAYOR

ATTEST

_____
CITY CLERK

STATE OF TEXAS §

June 16, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on June 16, 2022.

COUNCIL MEMBERS PRESENT: Mayor David Plyler (Zoom); Deputy Mayor Pam Howeth. Council Members Dobbs, Holland, Marroquin, Stevenson, Teamann (Zoom).

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Zach Flores, Executive Director of Public Safety; Wayne Lee, Director of Engineering; Mary Lawrence, Director of Finance; Rob Rae, Director of Development Services; Nate Strauch, Community and Support Services Manager; Sarah McRae, Tourism/Main Street Manager; Teri Fine, Assistant to the City Manager; Tasheena Taylor Administrative Assistant.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance Led by Mayor David Plyler

Invocation by Mayor David Plyler

Citizen Comments

Public Hearing
Introduction and Public Hearing of Ordinance No. 6499

Close Public Hearing and Consider Adoption of Ordinances
Consider Adoption of Ordinance No. 6499

Council Comments

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

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.

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deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

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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

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Deputy Mayor Howeth called the meeting to order at 12:00 p.m., declared a quorum present, and opened the Called City Council Meeting. Mayor Plyler and Council Member Teamann attended by way of Zoom.

PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR PAM HOWETH

INVOCATION BY DEPUTY MAYOR PAM HOWETH

CITIZEN COMMENTS
There were no citizen's comments.

PUBLIC HEARING

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6499

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, DESIGNATING CITY OF SHERMAN INDUSTRIAL REINVESTMENT ZONE NO. 12; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA DESCRIBED QUALIFIES FOR DESIGNATION AS A TAX ABATEMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE AND THAT THE IMPROVEMENTS PROPOSED BY THE LAND'S OWNER, GLOBITECH INCORPORATED, ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WRITTEN AGREEMENTS WITH THE OWNERS OF ANY TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY LOCATED WITHIN THE DESIGNATED ZONE; AUTHORIZING THE CITY MANAGER TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE SAME; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE

Robby Hefton, City Manager, said the purpose of the meeting is to create the Reinvestment Zone for the project with GlobiTech. The project includes up to $5 billion of investment in real and personal property, that would be added to the tax rolls. The project would bring hundreds of jobs to Sherman, and would be completed in four phases.

He explained that this action is necessary before any of the entities, including the City of Sherman, can take action on a Tax Abatement Agreement or 380 Agreement, which will be on the Council's June 20, 2022 Meeting Agenda. He said this item will create the Investment Zone.

No citizens appeared before the City Council to discuss Ordinance No. 6499.

CLOSE PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCES

ADOPTION OF ORDINANCE

CONSIDER ADOPTION OF ORDINANCE NO. 6499

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, DESIGNATING CITY OF SHERMAN INDUSTRIAL REINVESTMENT ZONE NO. 12; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA DESCRIBED QUALIFIES FOR DESIGNATION AS A TAX ABATEMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE AND THAT THE IMPROVEMENTS PROPOSED BY THE LAND'S OWNER, GLOBITECH INCORPORATED, ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WRITTEN AGREEMENTS WITH THE OWNERS OF ANY TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY LOCATED WITHIN THE DESIGNATED ZONE; AUTHORIZING THE CITY MANAGER TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE THE SAME; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE

Council Member Stevenson confirmed that this is a Reinvestment Zone that will allow Grayson County and Grayson College to participate.

Mr. Hefton said the ordinance that was attached to his agenda, changed slightly in Section 2. The language changed clarifies that the zone is to be created now, with no condition precedent. The previous ordinance said that it was going to be created on the condition that GlobiTech acquires the land within so many days. The language has been clarified to state that the Reinvestment Zone will be created immediately and that it will terminate one year after the effective date, if the land isn't purchased. Currently today, GlobiTech does not own this land that they would be building on, but they

are working with the Sherman Economic Development Corporation to acquire the land. He clarified that this ordinance, creates the zone, and will automatically terminate within a year, if GlobiTech does not purchase the land.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No. 6499, to designate the Sherman Industrial Reinvestment Zone No. 12, pursuant to Chapter 312 of the Texas Tax Code, with the changes included in the version of the ordinance distributed by staff at the meeting. Second by Council Member Holland.

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

COUNCIL COMMENTS

ABILITY TO PARTICIPATE IN COUNCIL MEETING

Council Member Teamann said he appreciated Council getting them set-up to participate in the meeting virtually by Zoom. He said this is a very important thing for Sherman.

GREAT PROJECT FOR THE CITY OF SHERMAN

Mayor Plyler also appreciated the opportunity to participate, but also wanted to say that this particular project has been such a great example of all the taxing entities working together. He said it had not been an easy process. He also thanked Texas Governor Greg Abbott for being involved in this process, and helping Sherman reach the goals. He said this is a great project for the City of Sherman. He also thanked the Council for their support.

PROUD OF THE INDUSTRIAL PROJECT

Council Member Marroquin said he was proud of the industrial project in Sherman.

GREAT DAY FOR SHERMAN

Council Member Holland said it was a great day for Sherman and the City will continue to grow.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

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

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

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

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 Executive Session was not needed.

ADJOURNMENT
There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:09 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

STATE OF TEXAS §

September 22, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on September 22, 2022.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Pam Howeth. Council Members Dobbs, Holland, Marroquin, Stevenson, Teamann.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Clint Philpott, Assistant City Manager; Aliceson Cotton, Attorney, Abernathy, Roeder, Boyd, Hullett; Wayne Lee, Director of Engineering; Mary Lawrence, Director of Finance; Rob Rae, Director of Development Services; Jana Walker, Controller; Tom Pruitt, Utility Engineer; Nate Strauch, Community and Support Services Manager; Theresa Hutchinson, Parks and Recreation Manager; Kerri Turner, Development Services Coordinator; Junior Jaimes, Computer Support Technician; Trevor Deaton, IT/PC Tech; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance Led by Deputy Mayor Pam Howeth

Invocation by Deputy Mayor Pam Howeth

Citizen Comments

Other Business
Review of the Draft 2022 Comprehensive Plan and Trails Plan

Review of the Proposed Changes to the General Zoning Ordinance

Council Comments

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

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Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 11:09 a.m., declared a quorum present, and opened the Called City Council Meeting.

PLEDGE OF ALLEGIANCE LED DEPUTY MAYOR PAM HOWETH

INVOCATION BY DEPUTY MAYOR PAM HOWETH

CITIZEN COMMENTS
There were no citizen's comments.

OTHER BUSINESS

REVIEW OF THE DRAFT 2022 COMPREHENSIVE PLAN AND TRAILS PLAN

Robby Hefton, City Manager, said Rob Rae, Development Services Director, and his team have been working on the Comprehensive Plan for months. Halff Associates has been hired to work on the project, as well as the Trails Master Plan. Mr. Rae has also been reviewing the zoning ordinances, and he will present proposed updates to those ordinances as well. He said there is still work to do on the zoning ordinances, but that will take a while. This is a massive undertaking.

Mr. Rae introduced Jordan Maddox, Strategic Director/Planning Oversight, Halff Associates, and Chelsea Irby, Project Manager, Halff Associates, who will be joining the meeting through "Zoom," as well as Nathlie Booth, Planning Support, Halff Associates, who was in attendance at the meeting.

Mr. Rae said there was action taken on September 20, 2022, by the Planning and Zoning Commission. He asked Deputy Mayor Howeth and Council Member Stevenson, who served on the subcommittee, to discuss the process and their thoughts on the project.

Council Member Stevenson said they did a good job of guiding them through the process and there was a lot of feedback from the committee. There was a lot of discussion about how the plan would affect the future growth in Sherman. He said it was a very comprehensive process and he was pleased with how it went.

Deputy Mayor Howeth said she was impressed that everyone took the task as seriously as they did. She said there was a good group of people that were vested in Sherman and wanted the best for the community. They understand that it is up to the Council to execute this plan.

Mr. Hefton confirmed that they felt the subcommittee included a good cross-section of the community. He said the end goal is the document itself, and the staff and Council being able to refer back to it and use it as a guideline. Mr. Rae said there were 16 members on the subcommittee, and they received three comments from these members at the end of the process. These comments were that they need to focus on affordable housing, there was a lack of emphasis on historical preservation, and about an issue on one of the trails.

Mr. Maddox said the process went well and they had good feedback from the committee, as well as input from the community and the City Council. The process started in February 2022, and continued with an open house in March 2022. A few weeks ago, the full draft of the Plan was posted for public review. They will prepare a Summary Plan, or "bite size" version of the goals of the Plan for the public.

Comprehensive Master Plan

Ms. Irby said the Plan is broken into five sections: Vision & Goals; Community Context; Community Engagement; Guiding the future; and Implementation. She discussed the four goals of the Plan: Housing & Neighborhoods; Land Use & Design; Mobility; and Livability. She discussed the layout of the Plan. She said the Future Land Use Map is actually the core of the Plan and the visual for the descriptions of the land use areas of Sherman.

Mr. Hefton said, in the past the City's Thoroughfare Plan has been intergraded with the County's plan. He asked if this was still reflected in the Plan. There was a short discussion about the extension of West Travis Street and making it a major corridor. He asked how far west should the road go, to SH 289 or the Tollway. Mr. Ray explained that they started with the County's Thoroughfare Plan, and altered the alignment in the City of Sherman and the Extra-Territorial Jurisdiction. That allows the City to enforce right-of-way requirements and similar items. Mr. Rae said when the City hits a population of 60,000, the ETJ will expand from 2 miles to 3.5 miles outside the City limits.

Ms. Irby said, after the Plan is adopted, they will also provide a short summary for the public, that highlights more of the goals and strategies, and less about the actions. This will provide two different views of the Plan.

Trails Master Plan

Ms. Booth presented the Trails Master Plan, which was developed in conjunction with the Comprehensive Master Plan. The same subcommittee worked on this document, and it has a similar structure.

Through the committee meetings, the community meetings, and the survey, it was determined that the citizens wanted connected trails, natural trials going through beautiful settings, safety, and an intentional design that is thoughtful, and making sure that the connectivity touched all of Sherman and not just one part.

The strategy was to move the trails across Sherman, even though it was hard to do in more built-out areas, because there was no space for a natural trail. Some areas might be more of a bike and sidewalk trail. It's not a specific trail as some Master Plans have, and there is some flexibility in the Plan. They suggested an alignment for trails, outlining important destinations, such as schools and parks. They also looked at abandoned railroads and floodplain areas to develop as trails. This requires more thought and intentional design.

Ms. Booth presented a map of proposed trails throughout the City, including trial heads, where various trails intersect or where there is some land that could be developed into a small park. It's not a specific alignment of where the trails could go, but it is a route that has been identified, that connects point A with point B, and is a feasible route. There is also a cost estimate for the trails, based on a "best practice" type of trail.

Ms. Irby outlined the schedule for the Trails Master Plan, which will be presented to the Parks Board for a recommendation. If everything stays on schedule, it will be presented to the City Council on October 17, 2022 for public hearing and adoption.

Mr. Hefton said there was a section in the Master Plan that mentioned a "technology hub," and he asked if that was unique to Sherman. He asked who brought that up. Ms. Irby said they know the type of industry that Sherman is focused on and they wanted to name it something a little more unique. Sherman's industry is more "inside the building" and not focused on warehousing or outdoor storage, and is "prettier industrial."

Mr. Hefton said there have been discussions about the focus of downtown and the impact of the jail located there. Ms. Irby said that was discussed in detail, and the consideration was to not expand a lot of public facilities in the downtown. Basically, to strive for a better daytime, nighttime balance. Mr. Rae said the nine blocks of the core of downtown is really important to preserve as retail. Mr. Hefton said the vision for downtown is a long-time process, and the Plan is a long-term roadmap. He felt there should be a deliberate effort to keep the downtown character, and that vision must start today

Mr. Hefton said uses for the Blalock Industrial District will be discussed in the Zoning Ordinance Update portion of the meeting, and may be slightly different than how it has been done in the past.

The Comprehensive Master Plan and the Trails Master Plan will be brought back to City Council on October 17, 2022 for consideration and adoption.

REVIEW OF THE PROPOSED CHANGES TO THE GENERAL ZONING ORDINANCE

Mr. Rae said they have been working internally, on updating the General Zoning Ordinance. The goal was to look at more flexible zoning districts and to include districts such as patio homes. This is the

first complete overhaul of the ordinance and there was a need to remove conflicting language and outdated legal parts. Three Planning and Zoning Commission Members served on a subcommittee to review the ordinance. They also used peer cities, especially Frisco and McKinney, as reference.

Currently the draft ordinance contains 11 sections. He said there are currently some notification requirements that would be very hard to meet if the Overlay District Section was updated, so that has been set aside for now. There have also been some legal changes on how the City can regulate signs, so that has not been changed. He also said the section on the Municipal Airport Hazard Zoning has recently been updated, so they did not make changes to that section.

Currently, the City has only four residential zoning districts, but the proposal is to expand those districts and add more flexibility. Mr. Rae discussed the 10 proposed zoning districts and their changes and requirements.

- **R-A -- Residential Agricultural -** Annexation District
- **R-E -- Estate Residential -** New District - Minimum 1-acre lot
- **R-12 -- Single-Family Residential -** New District - Minimum 80' lot width
- **R-6 -- Single-Family Residential - Formerly R-1 and SF-1 -** 60' lot width
- **R-5 -- Single-Family Residential -** Patio Homes - 5,000 sq foot minimum lot area
- **R-4 -- Patio Home Residential -** Patio Homes - 4,000 sq foot minimum lot area
- **R-2F -- Duplex Residential -** Minimum 6,000 sq foot lot area; No longer need SUP for duplexes
- **R-TH -- Townhome Residential -** New District - Allows subdivision of lots, where buildings are connected
- **MF-15 -- Multi-Family Residential -** Low density, Multi-Family
- **MF-30 -- Multi-Family Residential - Formerly R-2 -** Maximum density is 30 units

Mr. Rae said some of the front and rear setbacks are changing. Mr. Hefton said they are trying to standardize the zones, while making them broader, to help minimize the number of Specific Use Permits, variances, or adjustments that are submitted to the Planning and Zoning Commission and then to City Council.

Mr. Hefton said there are some engineering concerns about curb inlets, on lots that are less than 45' wide. He asked the Council to consider a lot less that 45' in width, but that still meets engineering standards with proper widths for a curb inlet. He suggested allowing flexibility, but not causing a problem on the engineering side, or increasing the number of Specific Use Permits that are submitted to P&Z and Council. Anywhere a curb inlet is required, there would need to be a 45' lot on each side of the inlet.

Wayne Lee, Director of Engineering, also discussed the need to require that the engineering plans are "sufficiently" completed so they would know when 45' lots would be needed for curb inlets.

Council and staff discussed specific lot sizes and setbacks. Mayor Plyler said some of that could be handled on a case-by-case basis. He felt that would be "the exception, rather than the rule." He said as long as the ordinance allows a "pathway for approval," that should be enough.

Mr. Hefton clarified that in the R-4 District, leave the lot with at 40' and it can be changed later, if it's a problem. Currently, an R-4 District, is proposed to have a maximum floor area of 2,500 sq ft. Council suggested allowing them to have a larger square foot house on the smaller lot, if they want. Council Members felt they would rather restrict the smaller size than the larger size. Mr. Rae said the goal of the Comprehensive Plan was to add flexibility.

Mr. Hefton clarified that the R-4 District will stay at 40' lot width, and the maximum floor area will be left at 2,500 sq feet, with the understanding that there are opportunities for something different, through the variance, exception, or Specific Use Permit procedure. It will be monitored, and if there are problems, changes will be made then. Mr. Rae added that the goal was to do away with the Patio Home designation.

Proposed commercial zoning districts are as follows.

- **C-N -- Neighborhood Commercial -** New District - Limited uses, close to single-family neighborhoods, lower intensity
- **C-0 -- Office District -** Change max height from 35 feet to 50 feet
- **C-1 -- Retail Business District -** Main retail district, change max height from 45 feet to 50 feet
- **C-2 -- General Commercial -** Increase setbacks between commercial buildings and residential for more of a buffer
- **M-1 --Light Manufacturing -** Increasing setbacks from 15 feet to 25 feet
- **M-1.5 -- Medium Manufacturing -** Increasing setbacks from 15 feet to 25 feet
- **M-2 -- Heavy Manufacturing -** Increasing setbacks from 15 feet to 25 feet
- **Blalock Industrial Park -** More regulations

Mr. Rae said the M-1 Medium Manufacturing District would probably eventually be dissolved. There are only a few industries that meet the requirements for the M-1 District, and they are on US Hwy 75.

Mr. Rae said the Blalock Industrial Park is not technically a zoning district, but a "stand-alone" district and has more regulations. It was originally established in 1962, with a minor change in 2001. The area has several tracts, with sub-regulations within those tracts. That makes it difficult to determine what tract a property is located in and which regulations apply to it.

He said they are recommending consistent regulations for the entire district and not having separate tracts. He presented the proposed regulations and setbacks that would apply to the Blalock Industrial Park, and how that would differ from the current regulations. Consistency would also be maintained with screening and parking regulations. Council Members discussed ways to determine parking needs and signage requirements in the district. Mr. Philpott said an approval for a larger sign could require them to go to P&Z for a variance.

Mr. Rae said the Blalock Industrial Park is more like a planned development than a zoning district. It is limited to a specific area. If it is called a zoning district, they have to let someone in another part of the community request a zone change to that district. Therefore, the staff is going to recommend doing Blalock Industrial Park as a planned development. It would then have a PD designation and those regulations would apply. Mr. Hefton confirmed that the City would be the owner of the planned development, not the individual property owner.

Mayor Plyler asked why it couldn't be designated as an Overlay District. Mr. Rae said an Overlay District has to have "underlying zoning," and it doesn't have that. It has been "operating" as a zoning district, with unique zoning regulations.

Mr. Rae said in the section on Supplementary District Regulations, they are only recommending changes with accessory buildings and structures, and parking and off-street loading areas. Setbacks are revised a little, but not much. He discussed requirements for those issues. He also discussed ways to determine parking spaces based on occupancy.

Mr. Rae said the proposed zoning changes are being reviewed by the City's attorney and Halff and Associates. They should go to P&Z in November 2022, and then to the City Council in December 2022.

Mr. Hefton asked if the Council had any other concerns that needed to be addressed. Council Member Teamann wanted to be sure the cap on the smaller zoning district lot was included and asked to look at parking on smaller lots.

COUNCIL COMMENTS

There were no other Council comments.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

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

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

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

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

There was no need for an Executive Session.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:17 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

SHERMAN TOMORROW: PLANNING FOR OUR FUTURE

2022 COMPREHENSIVE PLAN

Welcome Statement

To be provided by City of Sherman

PUBLIC REVIEW DRAFT 09.06.22

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ACKNOWLEDGMENTS

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

MAYOR AND CITY COUNCIL

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

KEY CITY STAFF

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

PLANNING AND ZONING COMMISSION

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

PLAN ADVISORY COMMITTEE

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

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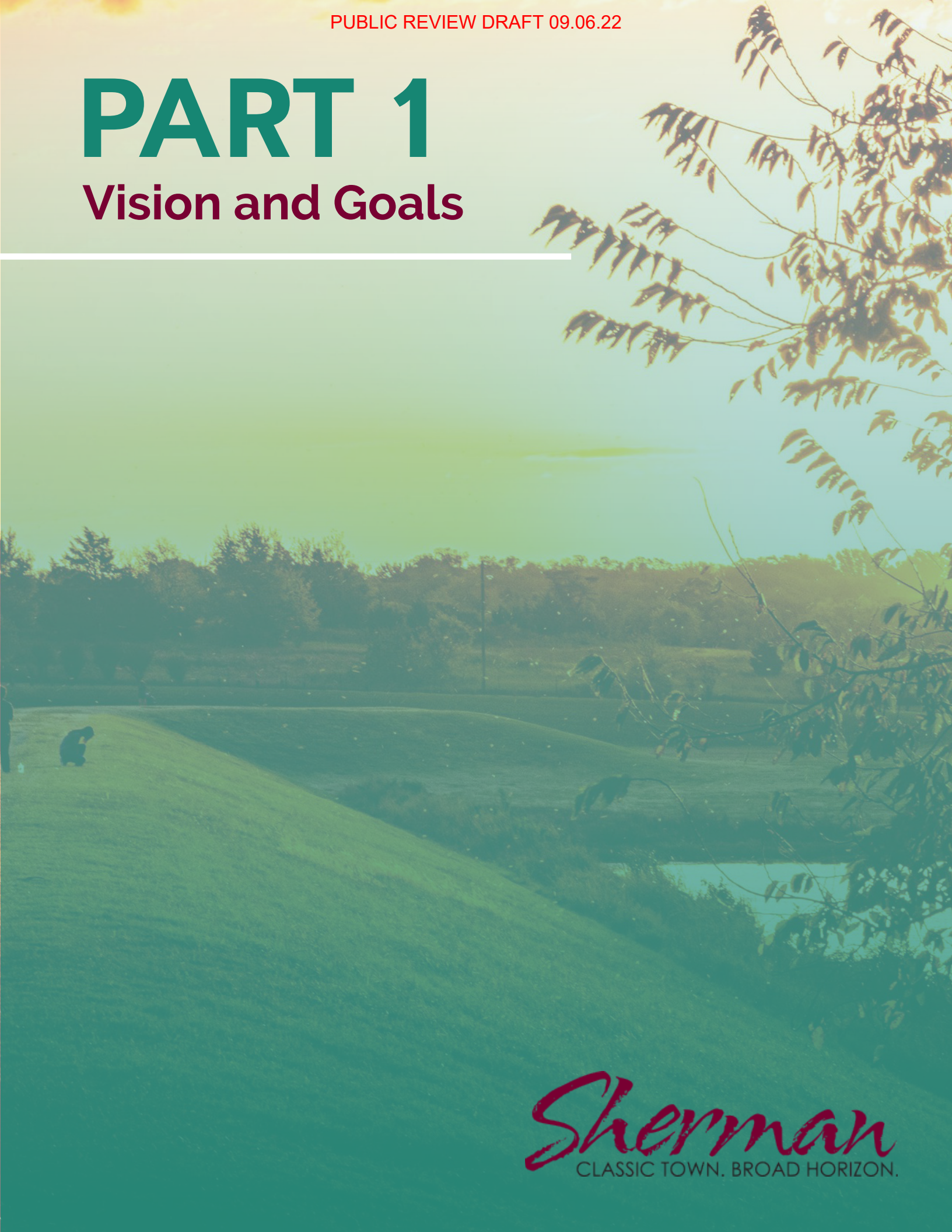
Julian Salas-Porras
Jill Amezcua, PLA, ASLA
Whitney Linder

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

PART 1

Vision and Goals



Sherman
CLASSIC TOWN. BROAD HORIZON.

Plan Elements

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

1

VISION & GOALS

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

2

COMMUNITY CONTEXT

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

3

COMMUNTIY ENGAGEMENT

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

4

GUIDING THE FUTURE

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

5

IMPLEMENTATION

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

WHAT IS A COMPREHENSIVE PLAN?

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

HOW WILL THIS PLAN BE USED?

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

WHY PLAN NOW?

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

Past Planning Efforts

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

2009 SHERMAN COMPREHENSIVE PLAN

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

2017 SHERMAN PARKS, RECREATION, AND OPEN SPACE MASTER PLAN

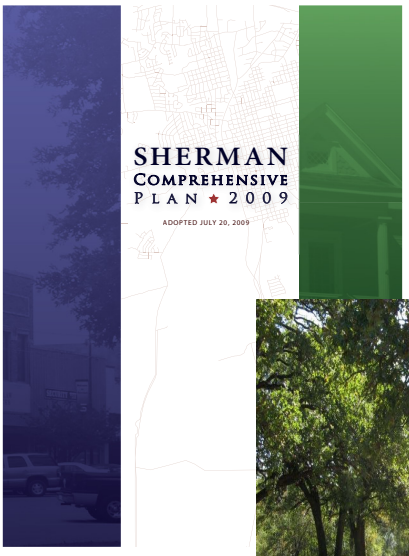
The 2017 Sherman Parks, Recreation, and Open Space Master Plan was an update to the City's previous plan which was prepared in 2005. The plan summarized existing park conditions in 2017, established maintenance standards, projected needs based on standards and local demand, and created a 10-year action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

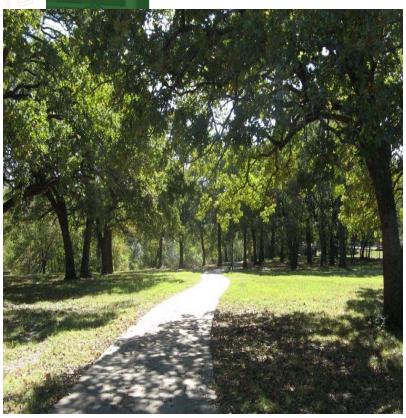
2002 SHERMAN STORM DRAINAGE DESIGN MANUAL

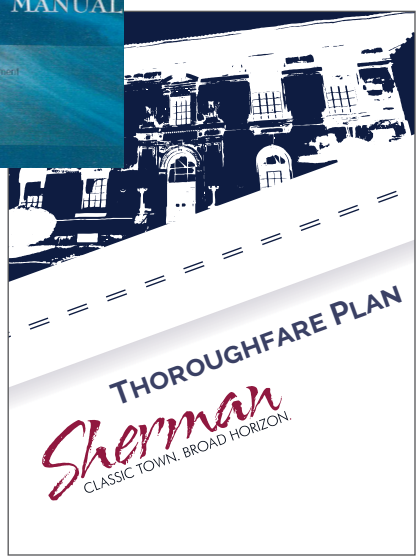
This Storm Drainage Design Manual provides straightforward guidelines for safely designing drainage facilities in the City of Sherman, as well as a step-by-step checklist of required submittals. This clear communication of standards and expectations will facilitate the development process. Sherman wanted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

2040 SHERMAN THOROUGHFARE PLAN UPDATE

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





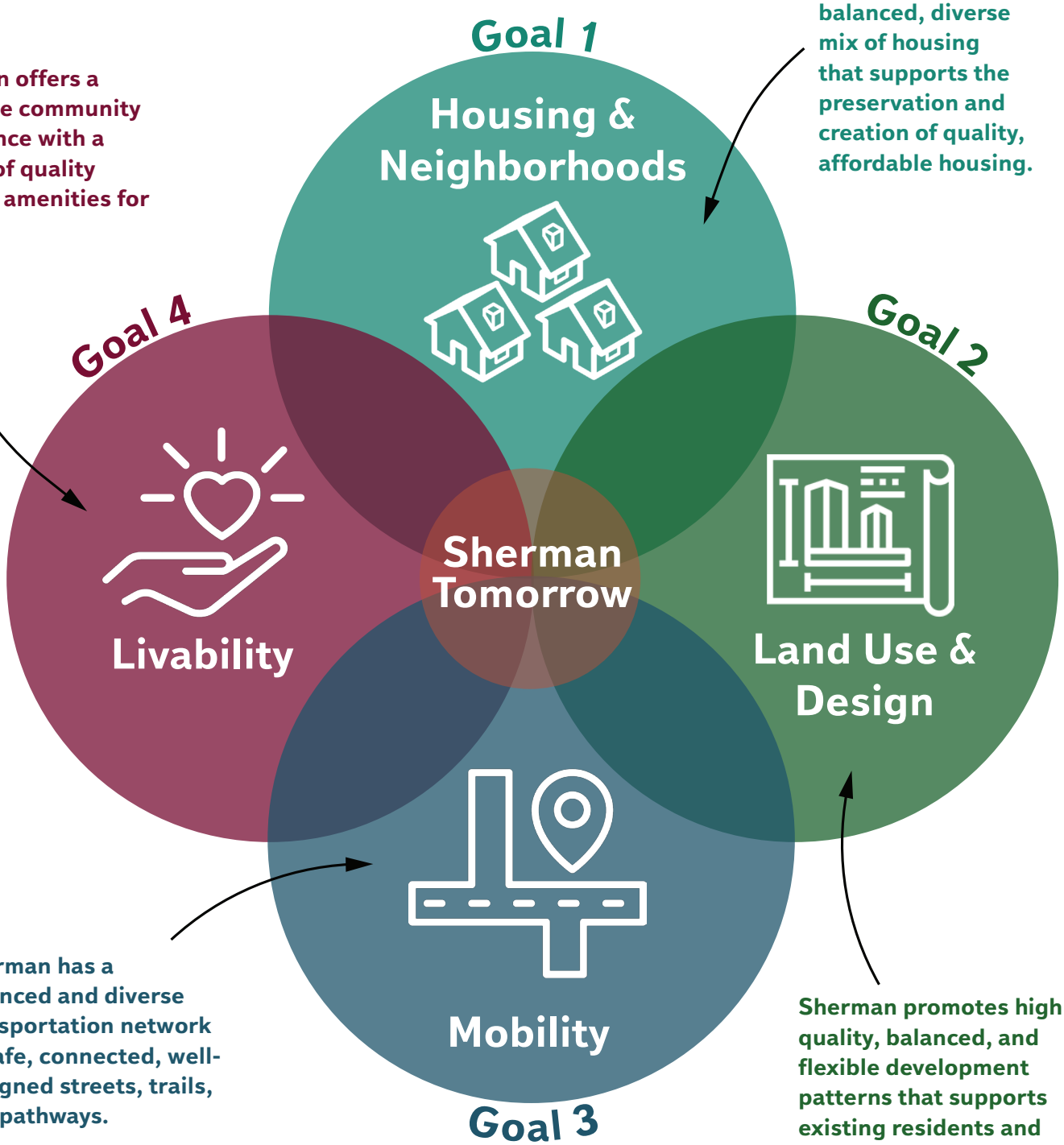


Vision for Sherman Tomorrow

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

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

Comprehensive Plan Goals



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

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

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

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

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PART 2

Community Context

Sherman
CLASSIC TOWN. BROAD HORIZON.

Welcome to Sherman!

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

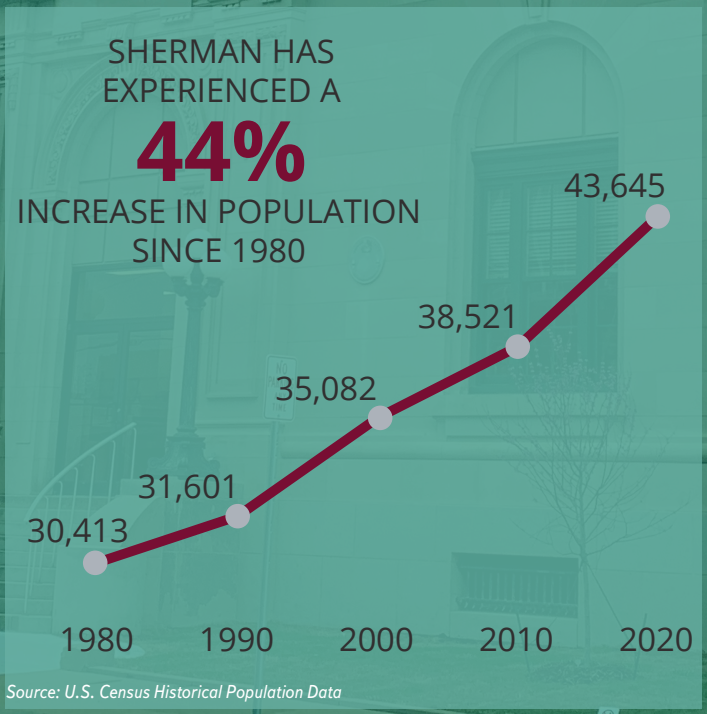
Designated as the county seat on March 17, 1846, the town was named for General Sidney Sherman, a hero of the Texas Revolution and one of the state's earliest railroad promoters. Detailed in the book *Grayson County*, by the 1880s Sherman had become "a thoroughly stable community and had pretty well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

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

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

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

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



Source: U.S. Census Historical Population Data

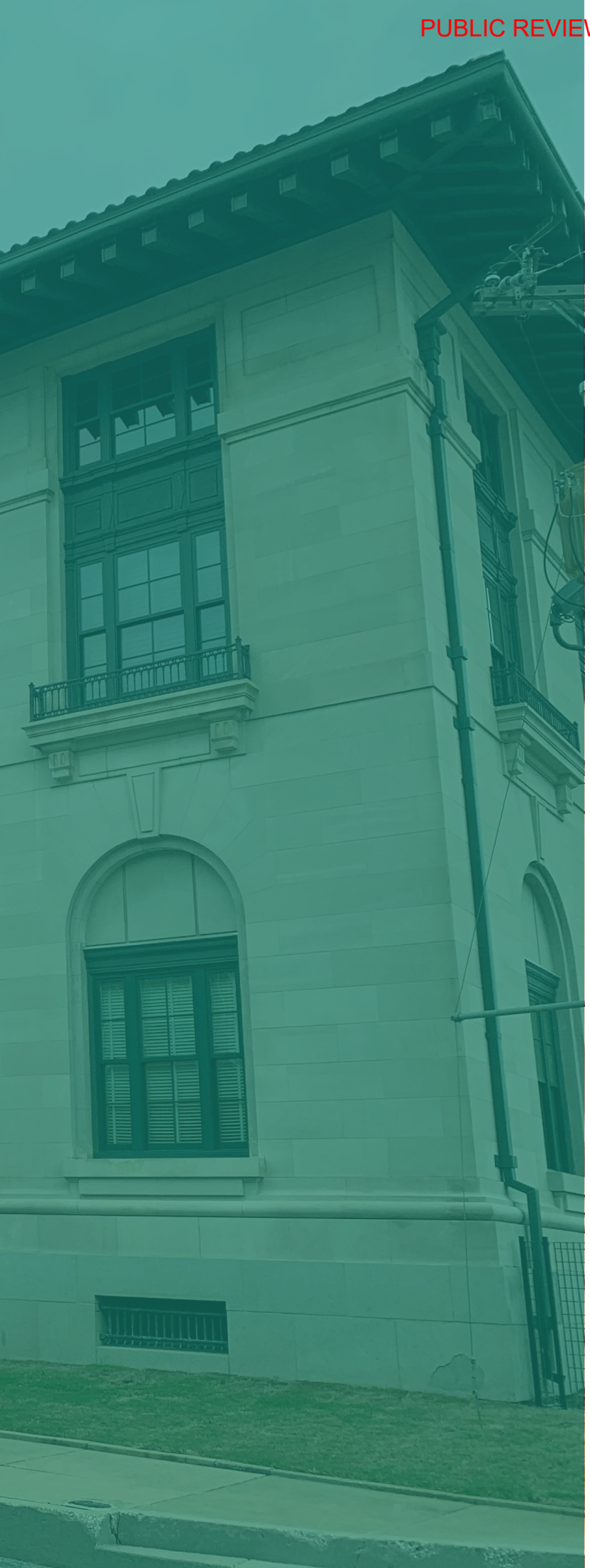


FIGURE 2.1 HISTORICAL TIMELINE

1846 — *Sherman was founded*

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

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

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

1883 — *Sherman Public School System established*

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

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

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

1948 — *Perrin Air Force Base reactivated*

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

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

Regional Context

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

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

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

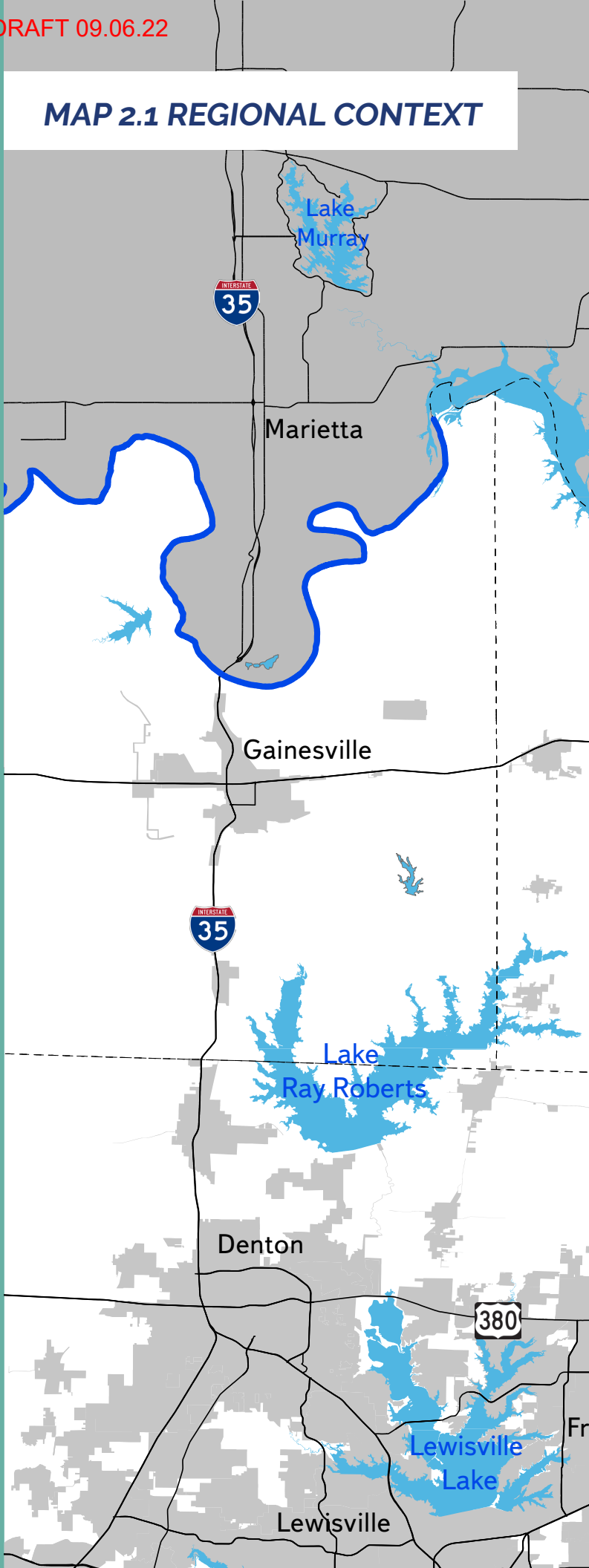
43,645
people in Sherman (2020)

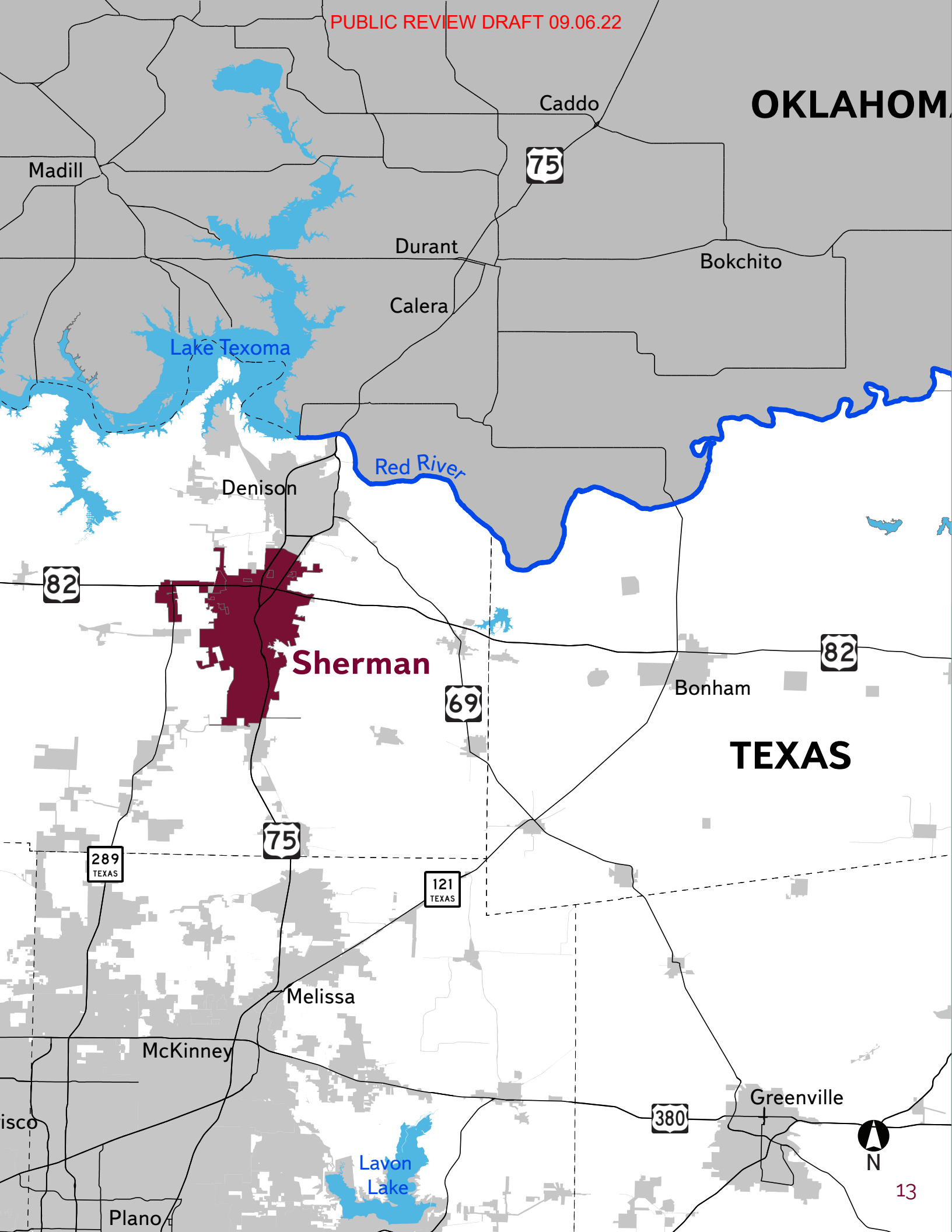
70
miles from Dallas-Ft. Worth

21
Average travel time to work (in minutes)

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

MAP 2.1 REGIONAL CONTEXT




OKLAHOMA
Caddo
Madill
75
Durant
Bokchito
Calera
Lake Texoma
Red River
Denison
82
Sherman
69
Bonham
82
TEXAS
75
289
TEXAS
121
TEXAS
Melissa
McKinney
380
Greenville
Lavon
Lake
Plano
N

Planning Area

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

CITY LIMITS

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

ETJ

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

COMMUNITY SNAPSHOT

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

POPULATION PROJECTIONS

New housing development in Sherman

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

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

GROWTH AND DEVELOPMENT CONSTRAINTS

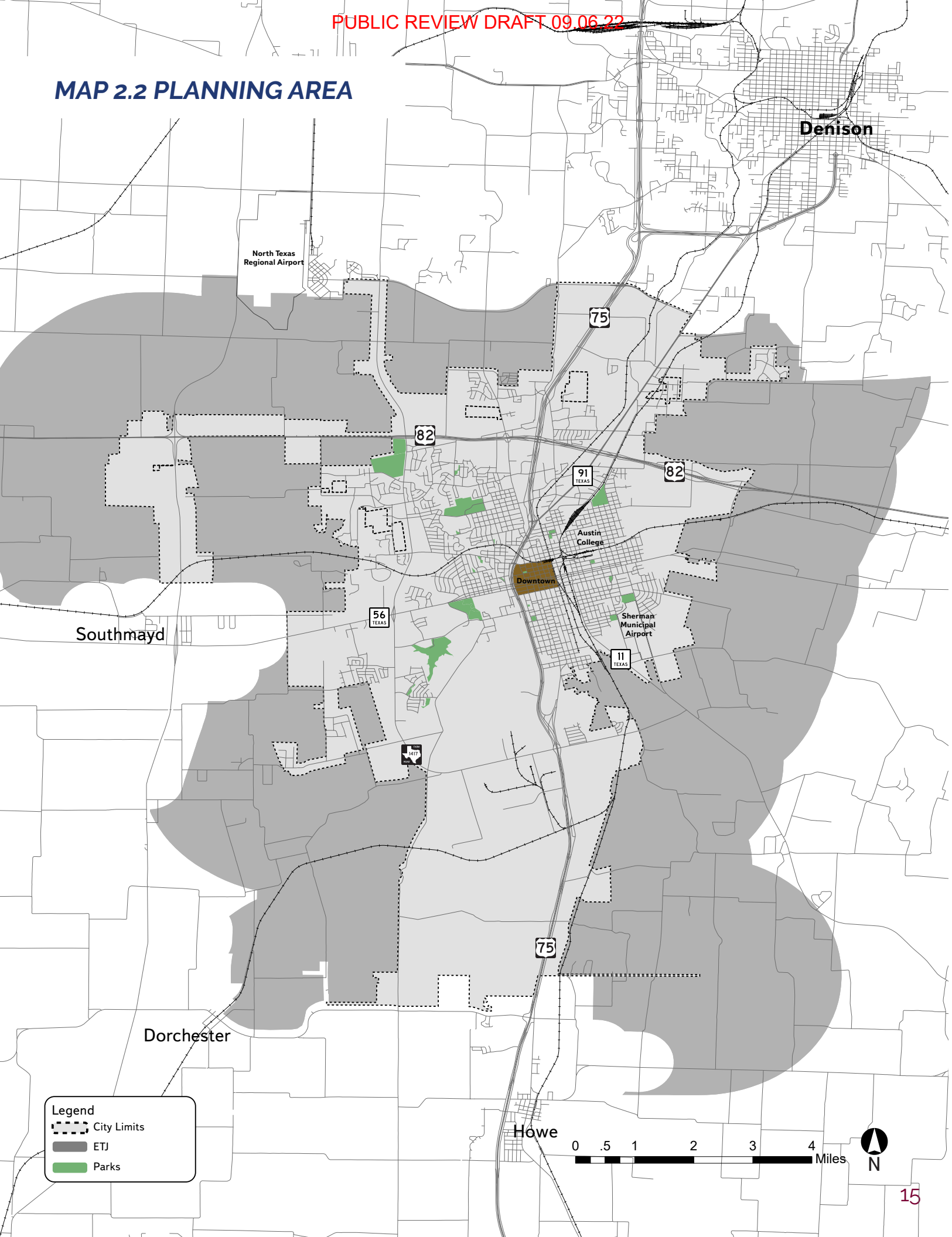
ENTITLED PROPERTY

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

SURROUNDING MUNICIPALITIES

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

MAP 2.2 PLANNING AREA

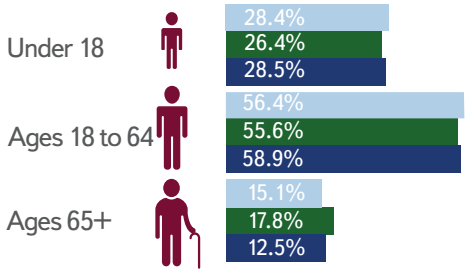


Community Snapshot

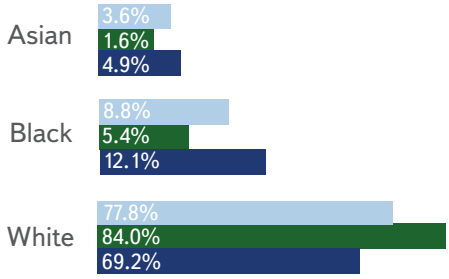
Overall Population (2020)

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

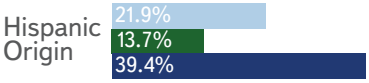
Population by Age (2020)



Race (2020)



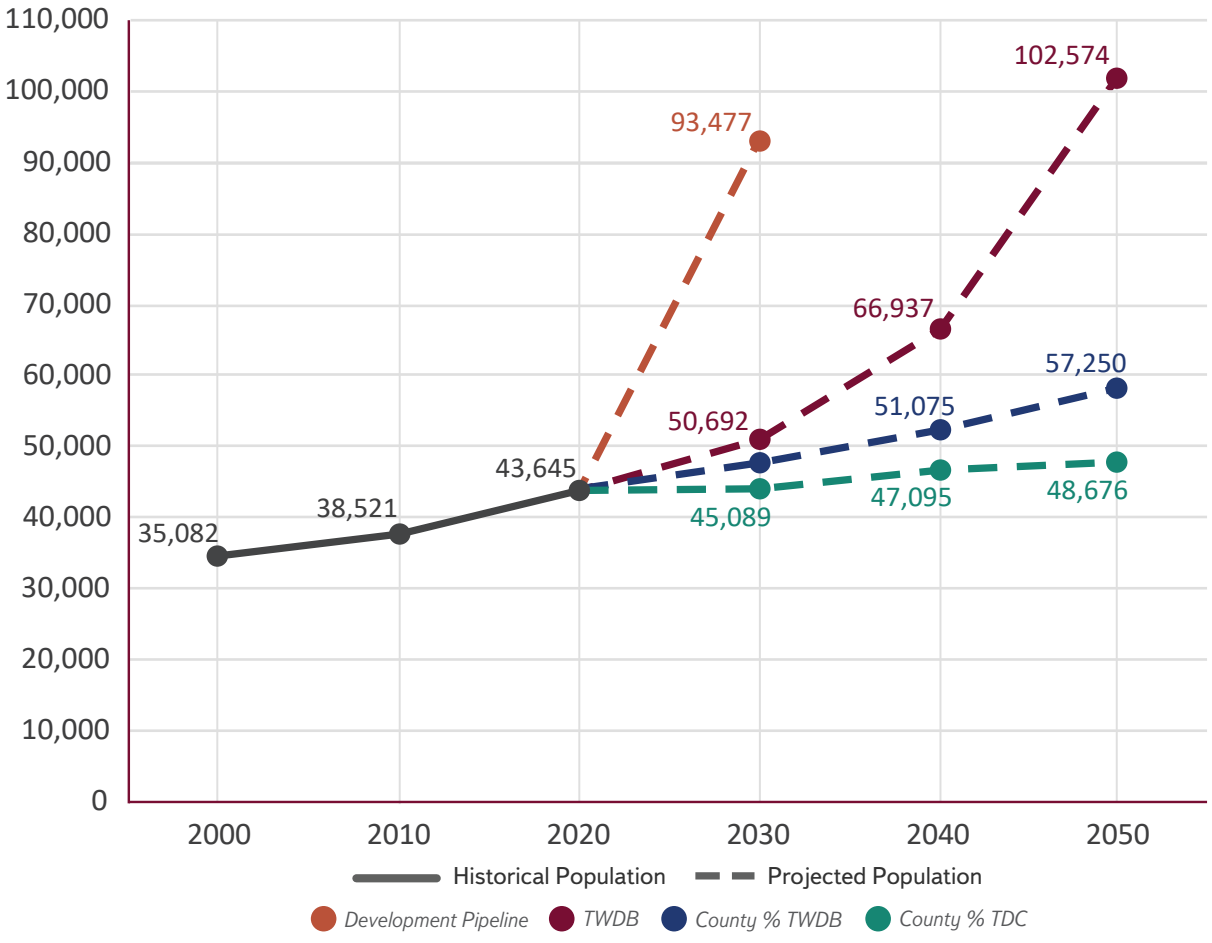
Ethnicity (2020)



City of Sherman | Grayson County | Texas

Population Projections

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



Median Home Value

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

Median Household Income

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

Average Household Size

City of Sherman
2.87
Grayson County
2.73
Texas
2.98

Employment Rate

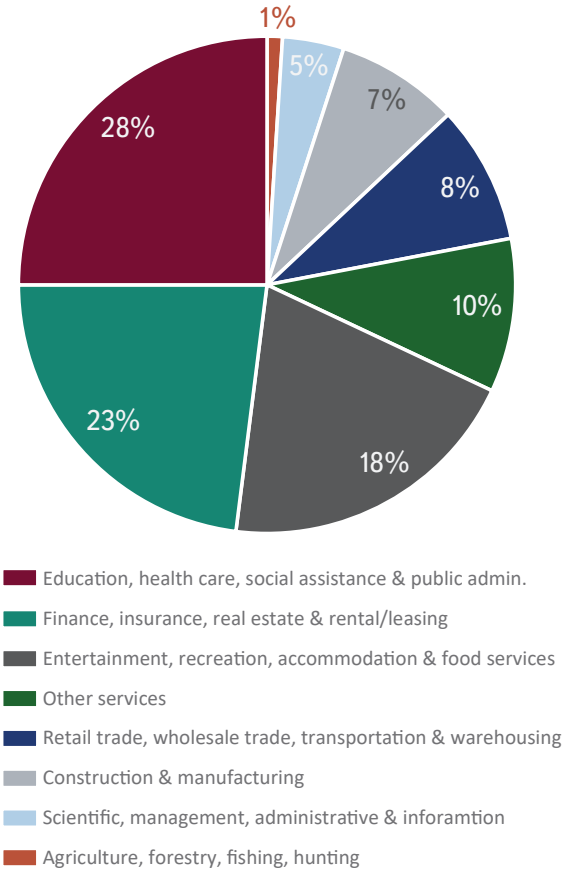
City of Sherman
60.8%
Grayson County
59.5%
Texas
61.0%

Families Below The Poverty Line

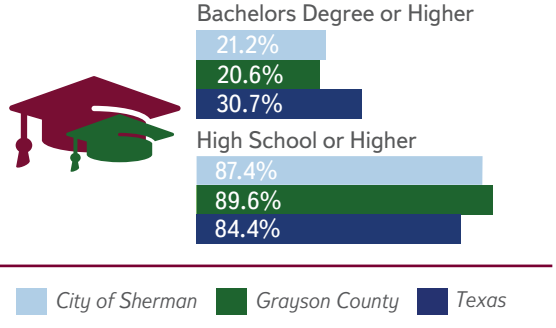
City of Sherman
12.1%
Grayson County
8.6%
Texas
10.9%

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

Sherman Industries



Educational Attainment



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PART 3

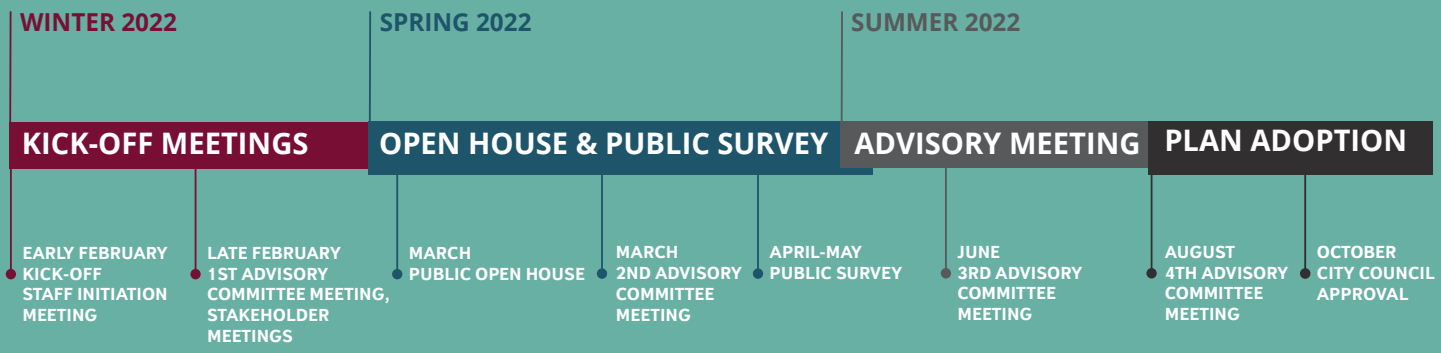
Community Engagement

Sherman
CLASSIC TOWN. BROAD HORIZON.

Community Engagement Summary

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

FIGURE 3.1 PLAN TIMELINE



STAKEHOLDER MEETINGS

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

KEY TAKEAWAYS

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

ELECTED & APPOINTED OFFICIALS

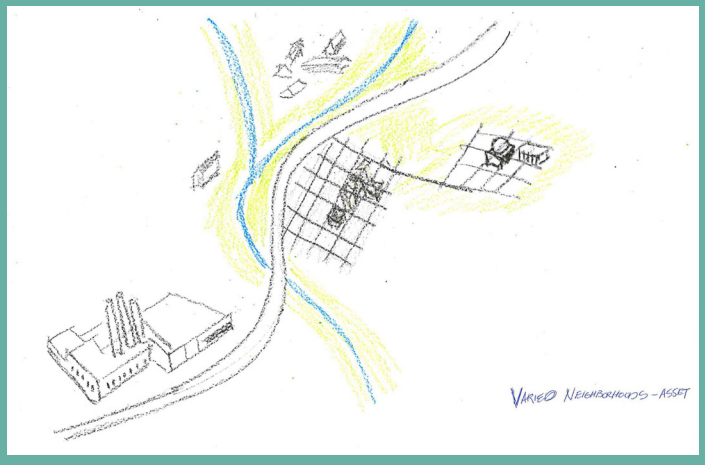
A full day was spent conducting individual 1-hour interviews with all City Council Members and the Mayor of Sherman. These interviews were used to gather input from City Council members about specific issues important to them and their constituents.

ADVISORY COMMITTEE

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

MEETING SUMMARIES

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



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

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

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

PUBLIC OPEN HOUSE SUMMARY

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

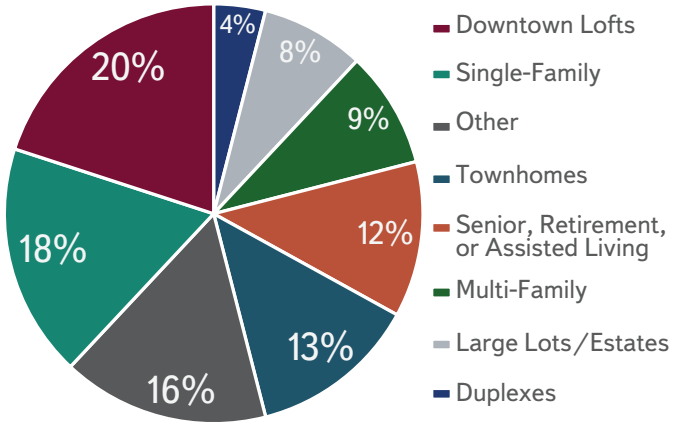
72

participants attended the event

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

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

TYPE OF HOUSING MOST NEEDED IN SHERMAN



TOP THREE PRIORITIES FOR THE FUTURE OF SHERMAN

1. Parks & Trails

2. Downtown as a Destination

3. Other

ONLINE SURVEY SUMMARY

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

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

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

1,653

survey responses collected

TOP FIVE AREAS OF IMPORTANCE

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

TOP THREE MOST SATISFIED AREAS OF CITY PERFORMANCE

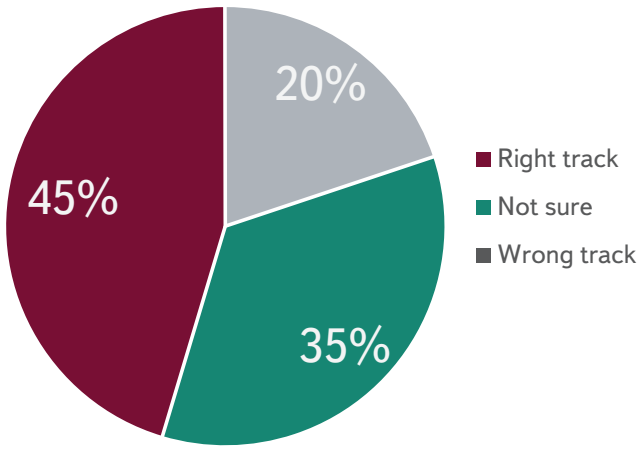
1. Encouraging economic growth

2. Community events and festivals

3. Quality of parks and recreation

WHAT DO YOU LOVE ABOUT SHERMAN?

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



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PART 4

Guiding the Future

Sherman
CLASSIC TOWN. BROAD HORIZON.

Framework for the Future

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

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

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

PLAN GOALS

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

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

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

Downtown Sherman at night

FIGURE 4.1 COMPREHENSIVE PLAN FOCUS AREAS

PLAN RECOMMENDATION FRAMEWORK

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

GOAL 1 | Housing & Neighborhoods

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

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

COMPLETE NEIGHBORHOODS

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

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

STRATEGIES

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

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

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

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

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

Examples of existing housing in Sherman

FIGURE 4.2 ELEMENTS OF A COMPLETE NEIGHBORHOOD

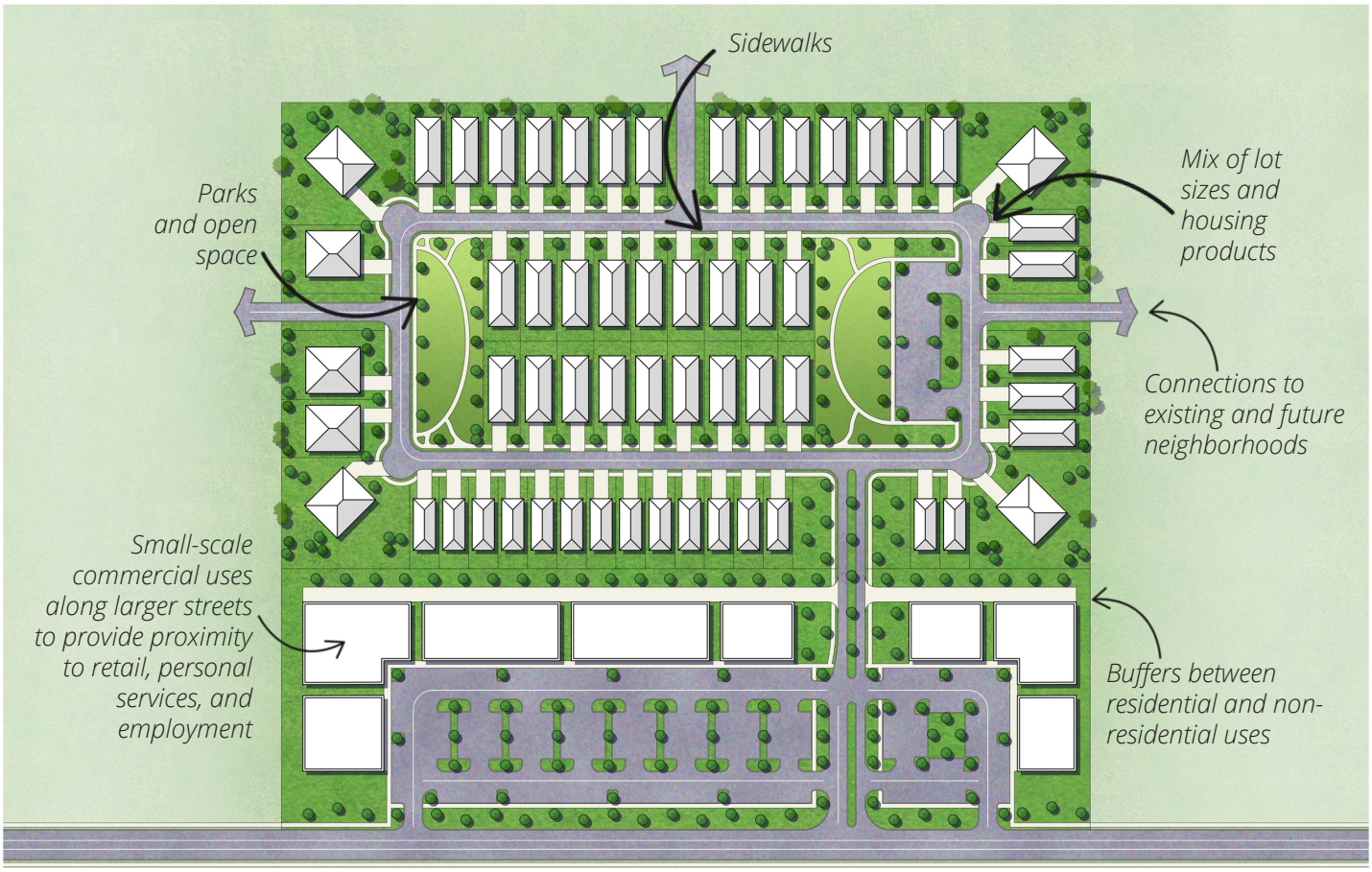


FIGURE 4.3 CONSERVATION SUBDIVISION

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

GOAL 2 | Land Use & Design

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

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

STRATEGIES

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

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

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

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

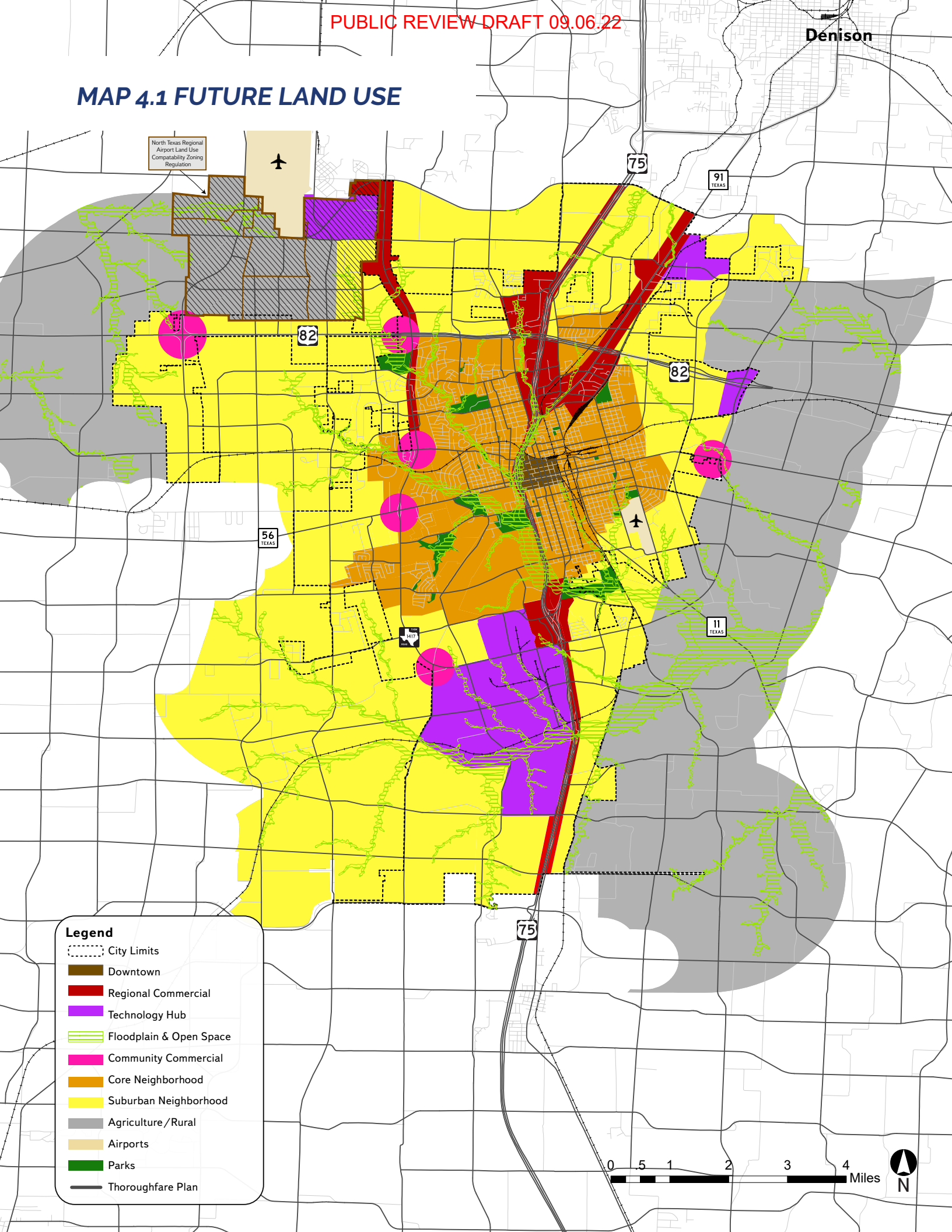
STRATEGY 2.5: *Develop gateway features and wayfinding that delineate the boundaries of the city and guide visitors to key destinations.*

FUTURE LAND USE DESIGNATIONS AND DESCRIPTIONS

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

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

MAP 4.1 FUTURE LAND USE



Future Land Use Descriptions

CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Example of high density lofts in Sherman

SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, SF-1, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Planned Development

Considerations

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

Example of existing suburban development in Sherman

REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

COMMUNITY COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

- Neighborhood Commercial
- Retail Business
- General Commercial
- Office

Considerations

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

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

TECHNOLOGY HUB

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

FLOODPLAIN & OPEN SPACE

Intent & Character

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

Appropriate Land Use Types

- Parks
- Trails
- Open Space

Compatible Zoning Districts

- All zoning districts

Considerations

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

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

DOWNTOWN

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

AGRICULTURE/RURAL

Intent & Character

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

Appropriate Land Use Types

- Large lot residential
- Farming and agriculture

Compatible Zoning Districts

- Residential Agricultural
- Estate Residential

Considerations

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

Downtown Sherman

GOAL 3 | Mobility

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

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

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

THOROUGHFARE PLAN MAP

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

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

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

STRATEGIES

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

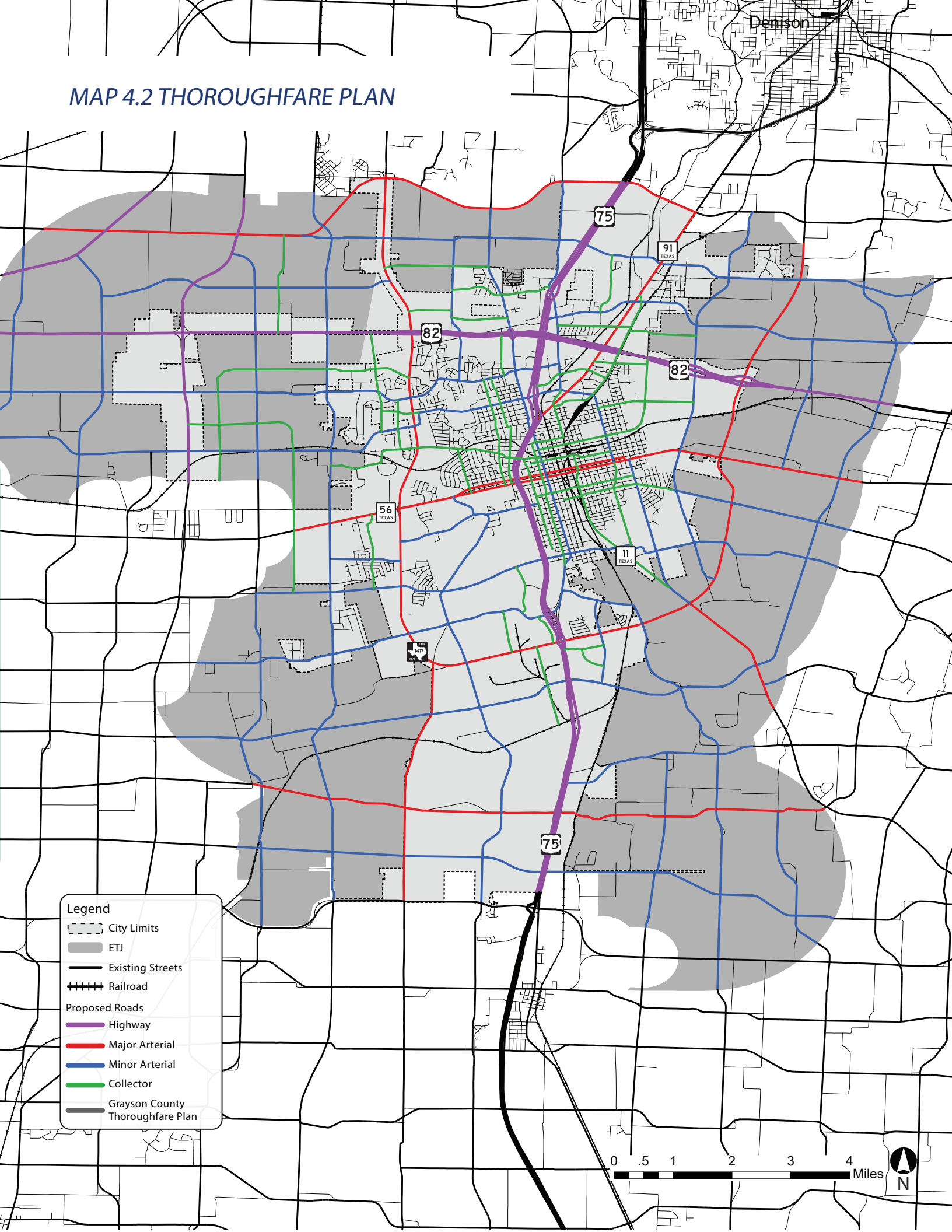
STRATEGY 3.2: *Proactively plan for a multimodal transportation system to reduce congestion and accommodate anticipated travel demand.*

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

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

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

MAP 4.2 THOROUGHFARE PLAN



Issues and Opportunities

A CONNECTED AND SAFE MOBILITY NETWORK

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

GREATER WALKING AND BIKING OPPORTUNITIES

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

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

CONNECTIVITY AND CHARACTER-BASED STREETS

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

PUBLIC TRANSPORTATION SERVICES

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

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

FUNCTIONAL CLASSIFICATION OF STREETS

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

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

GOAL 4 | Livability

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

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

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

QUALITY OF LIFE

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

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

STRATEGIES

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

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

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

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

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

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

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

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

DOWNTOWN ACTION PLAN

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

DOWNTOWN AS A DESTINATION

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

DOWNTOWN FUNDING

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

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PART 5
Implementation

Sherman
CLASSIC TOWN. BROAD HORIZON.

Plan Implementation

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

CITY STAFF

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

P&Z COMMISSION

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

CITY COUNCIL

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

DEVELOPMENT PROCESS

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

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

PLAN TO CODE RELATIONSHIP

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

SPECIAL AREA AND MASTER PLANS

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

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

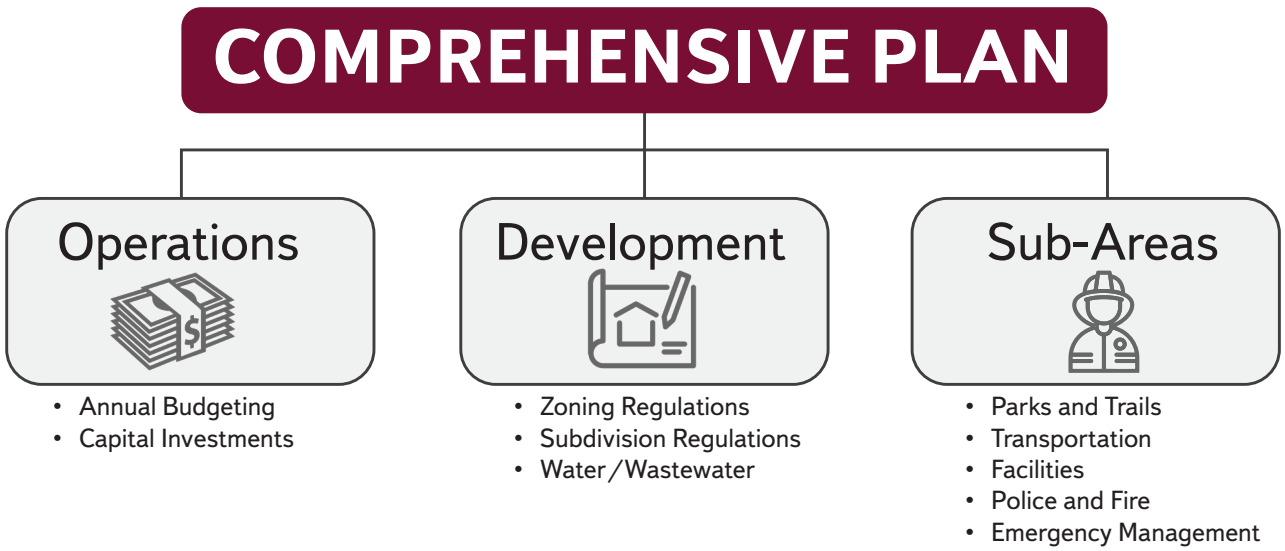
MONITORING AND BENCHMARKING

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

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

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

FIGURE 5.1 PLAN RELATIONSHIP TO OTHER AREAS



PLAN INTEGRATION

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

ANNUAL BUDGETING

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

CAPITAL IMPROVEMENT PROGRAM

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

PLAN UPDATE

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

FIVE-YEAR UPDATE

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

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

TEN-YEAR UPDATE

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

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

PLAN AMENDMENT

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

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

AMENDMENT INITIATION

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

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

Implementation Action Plan

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

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

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

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

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

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

TABLE 5.1 IMPLEMENTATION ACTION TABLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PUBLIC REVIEW DRAFT 09.06.22

Sherman

CLASSIC TOWN. BROAD HORIZON.

HALFF

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

City of Sherman Comprehensive Plan + Trails Master Plan

City Council Workshop | September 22, 2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

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Halff Team

- Jordan Maddox, AICP – Strategic Director/Planning Oversight
- Chelsea Irby, AICP – Project Manager
- Nathlie Booth, AICP – Planning Support

Jordan Maddox

Chelsea Irby

Nathlie Booth

Sherman CLASSIC TOWN. BROAD HORIZON. HALFF

Agenda

1. Community Engagement
2. Overview of Plans
    1. *Comprehensive Plan*
    2. *Trails Master Plan*
3. Adoption Schedule

Community Engagement Overview

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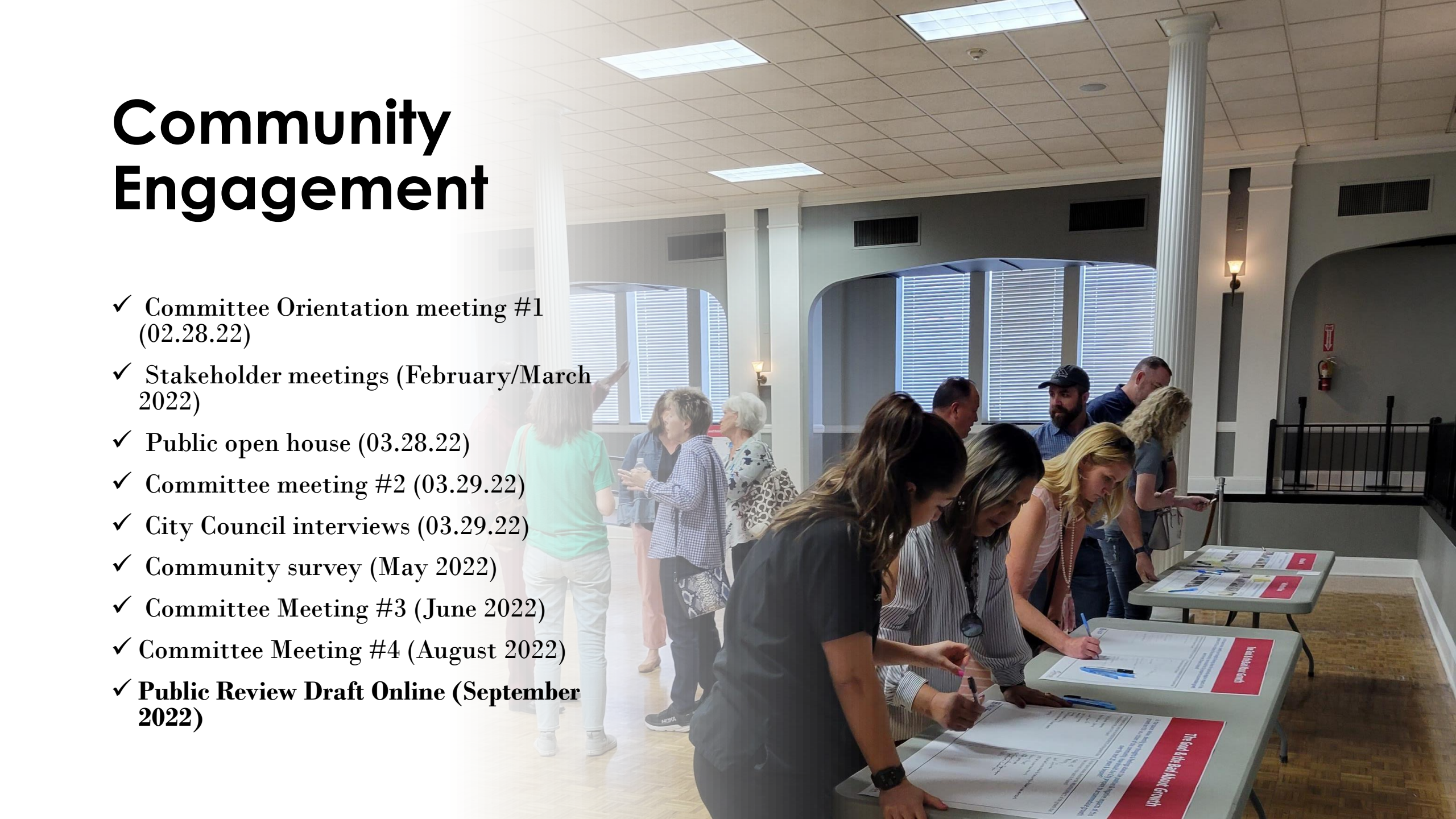
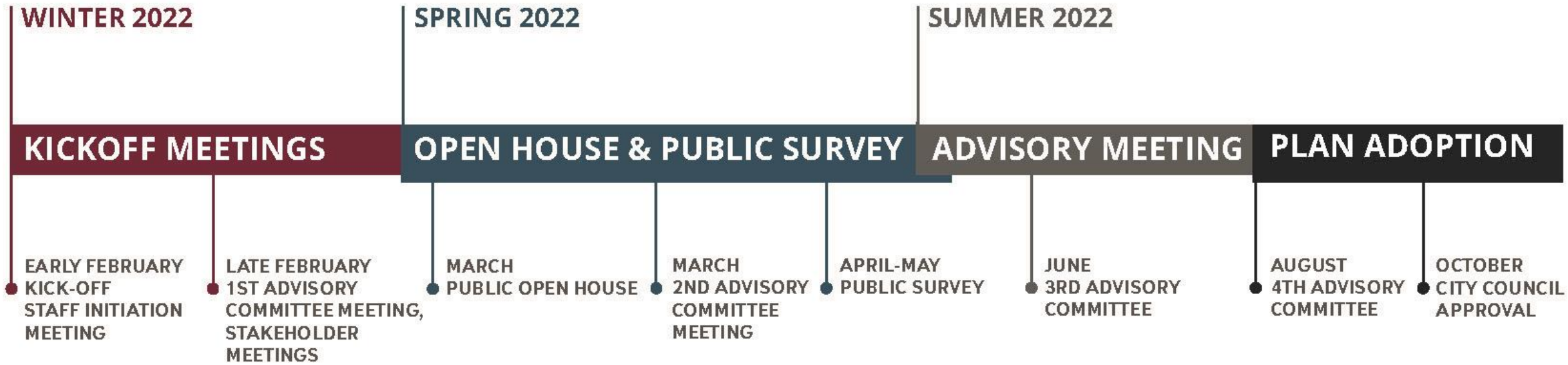
Community Engagement

- ✓ Committee Orientation meeting #1 (02.28.22)
- ✓ Stakeholder meetings (February/March 2022)
- ✓ Public open house (03.28.22)
- ✓ Committee meeting #2 (03.29.22)
- ✓ City Council interviews (03.29.22)
- ✓ Community survey (May 2022)
- ✓ Committee Meeting #3 (June 2022)
- ✓ Committee Meeting #4 (August 2022)
- ✓ **Public Review Draft Online (September 2022)**



Schedule



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Overview of Plans

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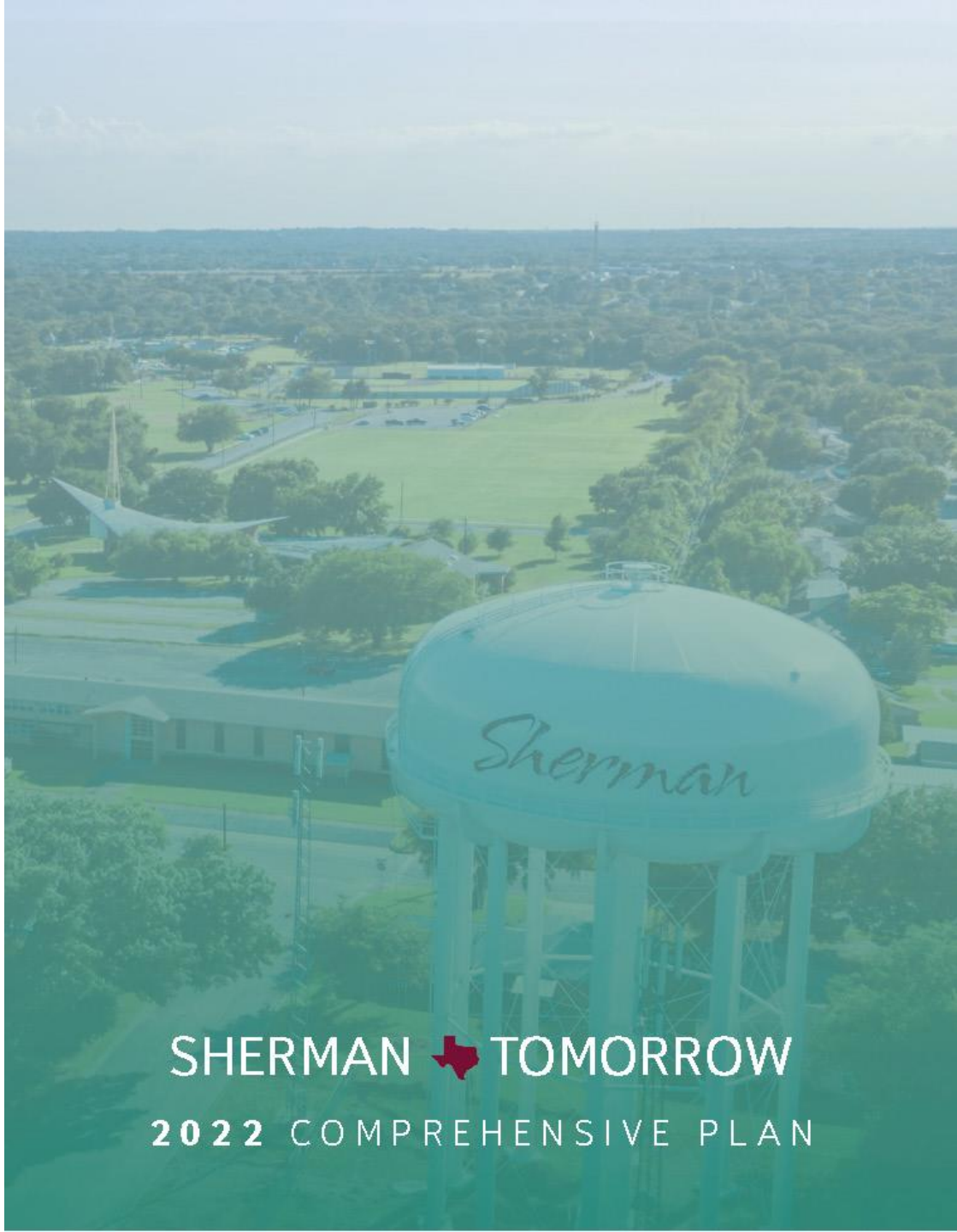
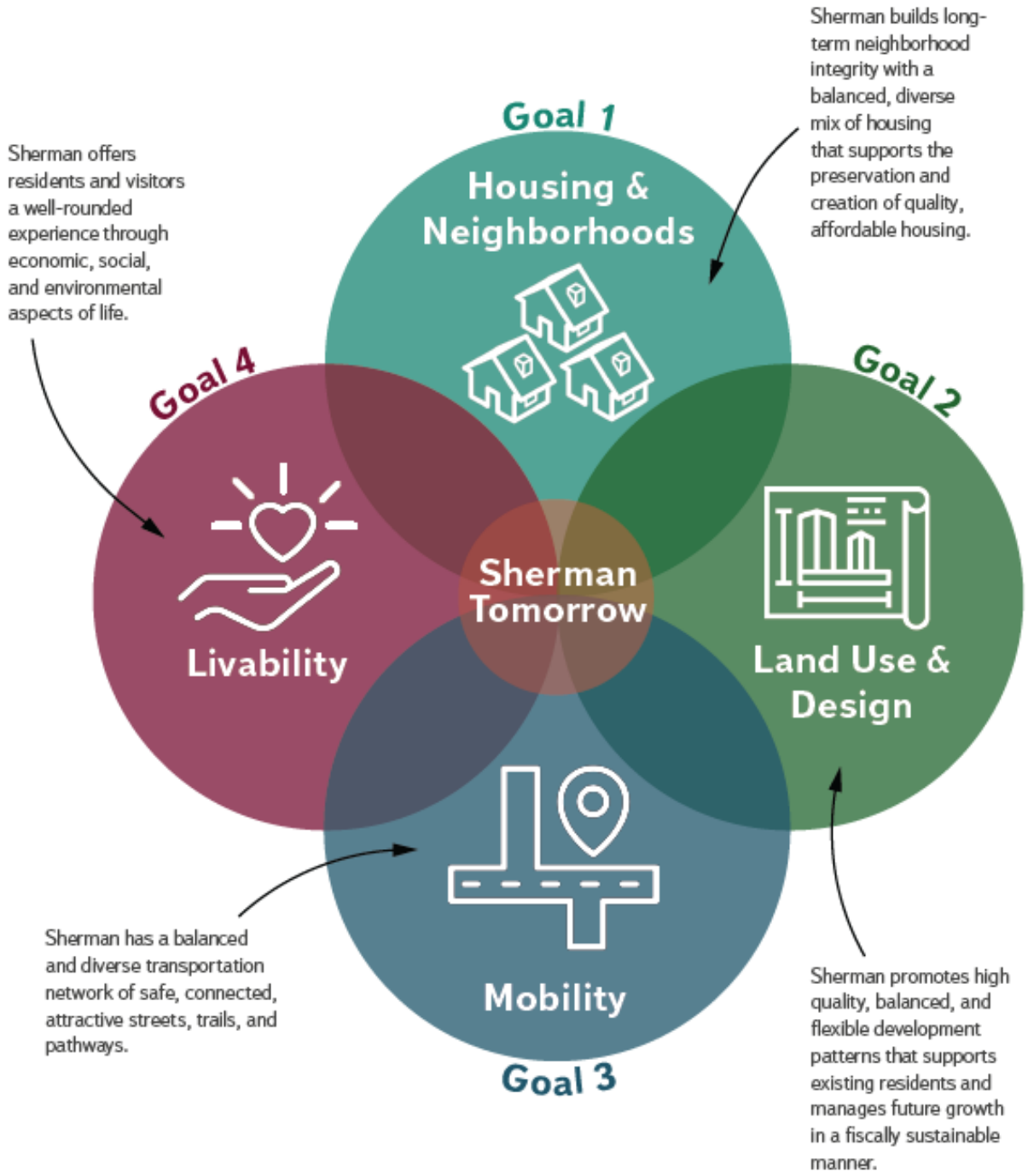
Comprehensive Plan

1. Vision and Goals
2. Community Context
3. Community Engagement
4. Guiding the Future
5. Implementation




Goal 1
Housing & Neighborhoods
Sherman builds long-term neighborhood integrity with a balanced, diverse mix of housing that supports the preservation and creation of quality, affordable housing.
Goal 2
Land Use & Design
Sherman promotes high quality, balanced, and flexible development patterns that supports existing residents and manages future growth in a fiscally sustainable manner.
Goal 3
Mobility
Sherman has a balanced and diverse transportation network of safe, connected, attractive streets, trails, and pathways.
Goal 4
Livability
Sherman offers residents and visitors a well-rounded experience through economic, social, and environmental aspects of life.
Sherman Tomorrow

Recommendation Framework

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

GOAL 1 | Housing & Neighborhoods

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

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

COMPLETE NEIGHBORHOODS

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

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

STRATEGIES

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

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

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

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

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

Examples of existing housing in Sherman

FIGURE 4.2 ELEMENTS OF A COMPLETE NEIGHBORHOOD

FIGURE 4.3 CONSERVATION SUBDIVISION

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

GOAL 2 | Land Use & Design

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

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

STRATEGIES

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

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

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

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

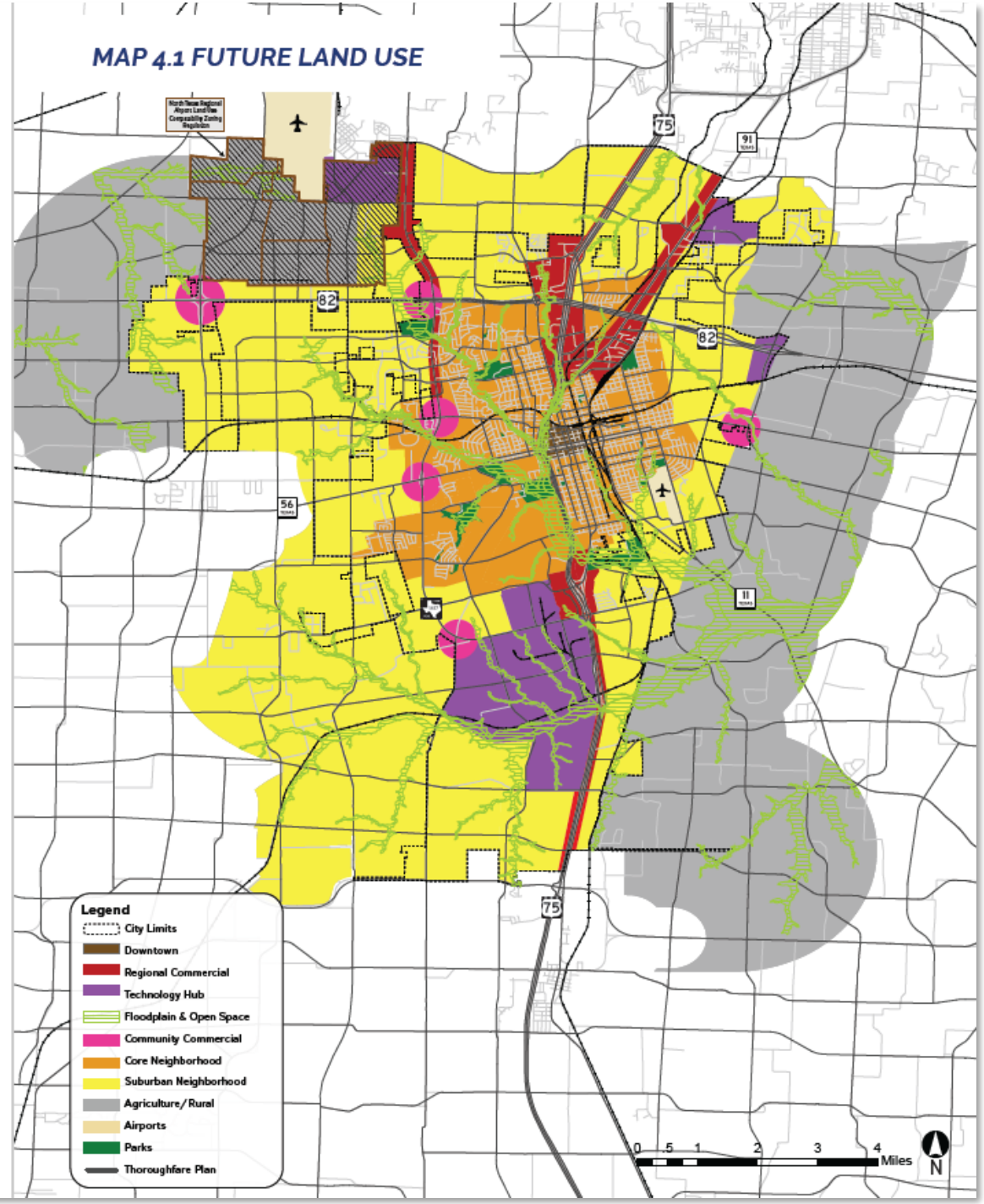
STRATEGY 2.5: *Develop gateway features and wayfinding that delineate the boundaries of the city and guide visitors to key destinations.*

FUTURE LAND USE DESIGNATIONS AND DESCRIPTIONS

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

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

MAP 4.1 FUTURE LAND USE



Future Land Use Descriptions

CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Example of high density lofts in Sherman

SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, SF-1, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Planned Development

Considerations

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

Example of existing suburban development in Sherman

REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

COMMUNITY COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

- Neighborhood Commercial
- Retail Business
- General Commercial
- Office

Considerations

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

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

TECHNOLOGY HUB

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

FLOODPLAIN & OPEN SPACE

Intent & Character

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

Appropriate Land Use Types

- Parks
- Trails
- Open Space

Compatible Zoning Districts

- All zoning districts

Considerations

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

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

DOWNTOWN

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

AGRICULTURE/RURAL

Intent & Character

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

Appropriate Land Use Types

- Large lot residential
- Farming and agriculture

Compatible Zoning Districts

- Residential Agricultural
- Estate Residential

Considerations

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

Downtown Sherman

GOAL 3 | Mobility

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

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

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

THOROUGHFARE PLAN MAP

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

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

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

STRATEGIES

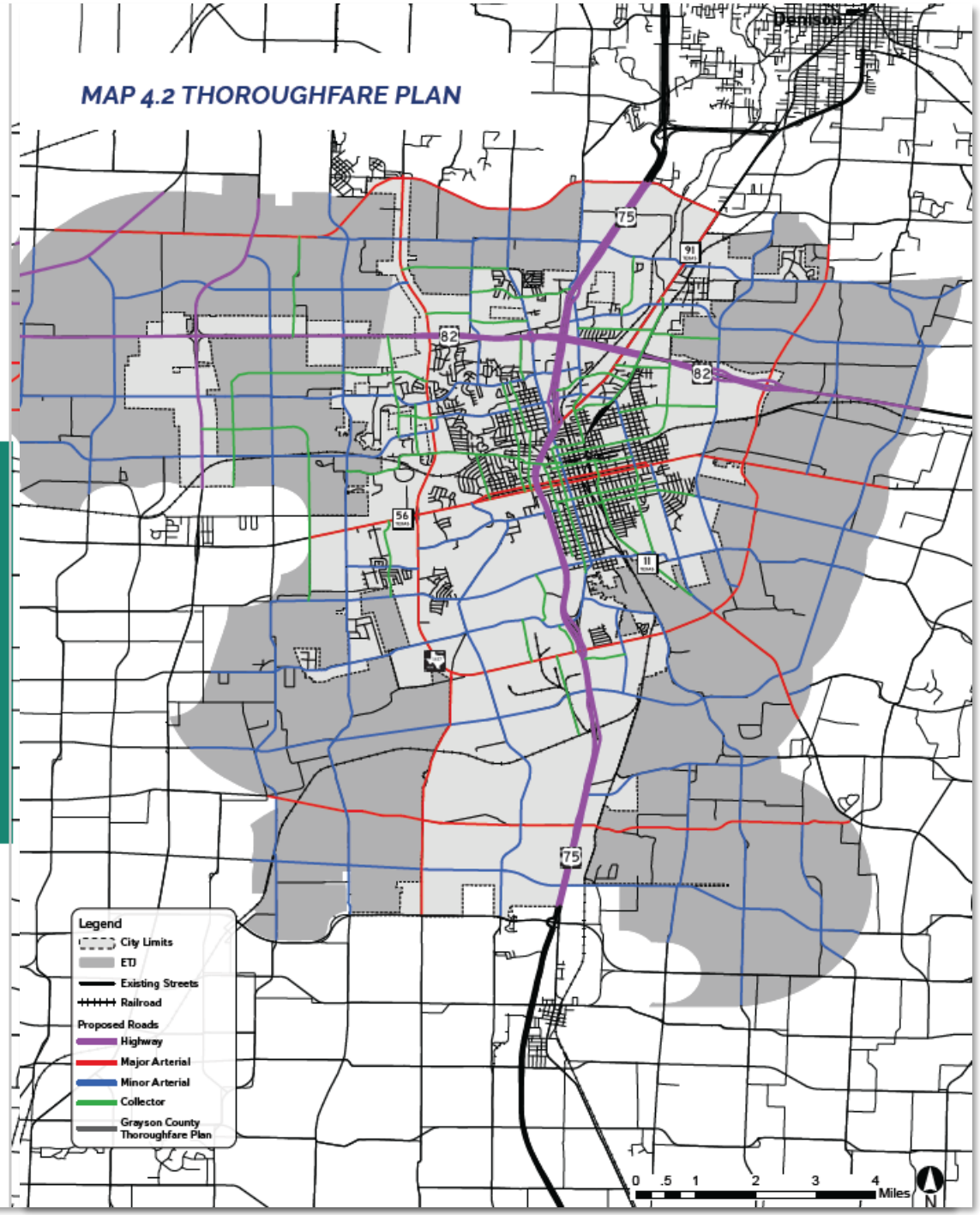
STRATEGY 3.1: *Provide for a safe and well-maintained transportation system in Sherman.*

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

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

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

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



GOAL 4 | Livability

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

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

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

QUALITY OF LIFE

When planning for the future, city staff and urban planners often consider 'Quality of Life' indicators because these measures help tell the story of a city's community livability and desirability to both current and new residents.

While the factors that define a city's quality of life can vary, they often include aspects such as employment and financial status, health, education, and public services. Additionally, these factors can include placemaking and cultural vibrancy.

In several of these areas, such as employment and cost of living, Sherman fares better than the state as a whole; in other areas, Sherman is actively seeking to improve through the development of parks, trails and enhancement of downtown Sherman.

Many residents enjoy the quality of life in Sherman for its "small-town feel" yet relatively easy access to big-city amenities. With continued growth, preserving this element will be an important consideration for maintaining Sherman's quality of life.

STRATEGIES

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

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

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

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

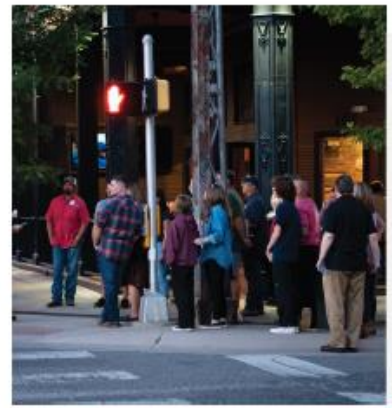
STRATEGY 4.5: *Expand Sherman's burgeoning economy through targeted economic development initiatives, marketing, destination attractions, and community support of quality development.*

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

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

DOWNTOWN ACTION PLAN

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



DOWNTOWN AS A DESTINATION

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

DOWNTOWN FUNDING

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

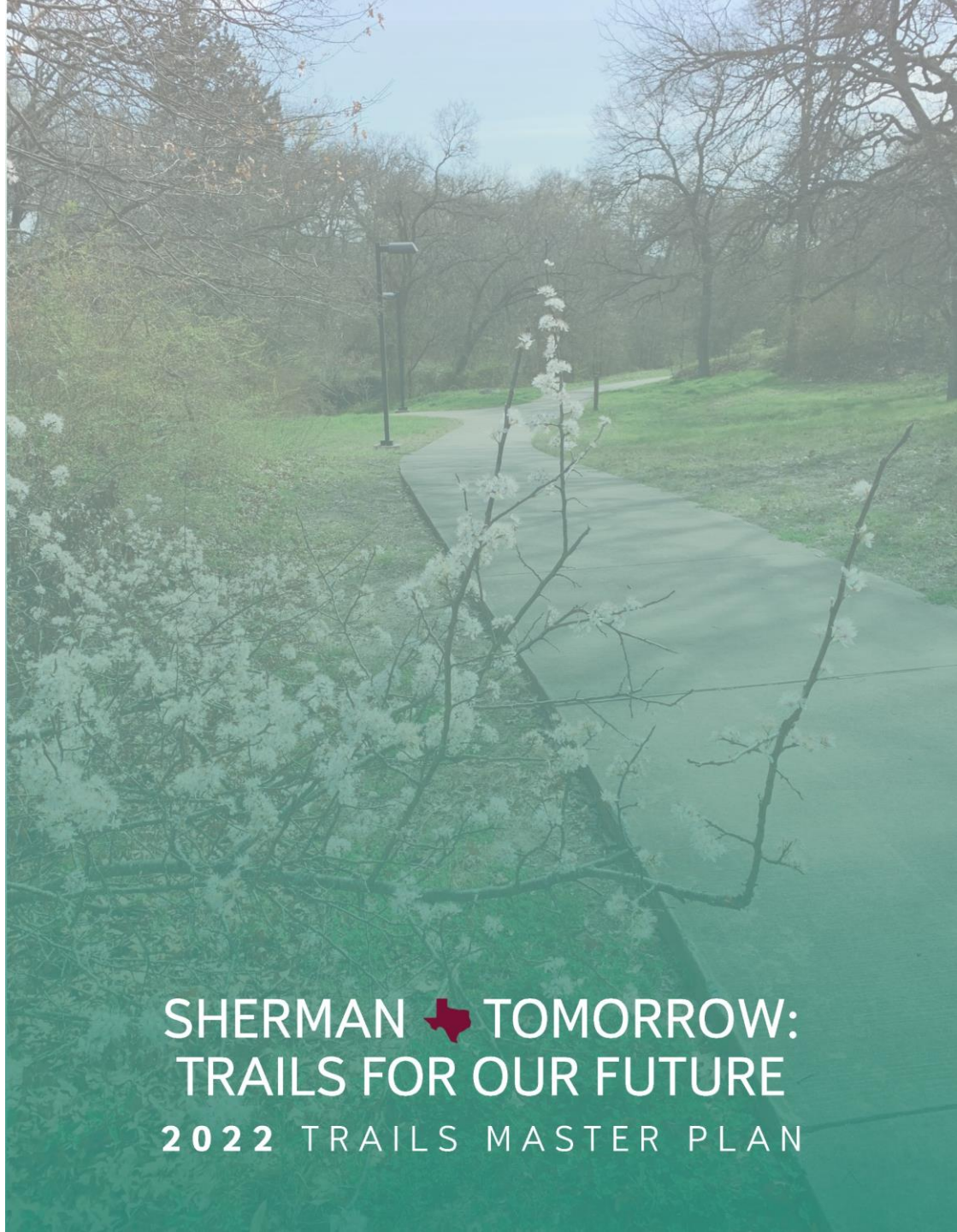
TABLE 5.1 IMPLEMENTATION ACTION TABLE

	ACTIONS	ACTION TYPE	TIME FRAME (YEARS) 0-2	3-5	6-10	INVOLVED DEPARTMENTS (AND PARTNERING ENTITIES)
GOAL 1: HOUSING AND NEIGHBORHOODS | SHERMAN BUILDS LONG-TERM NEIGHBORHOOD INTEGRITY WITH A BALANCED, DIVERSE MIX OF HOUSING THAT SUPPORTS THE PRESERVATION AND CREATION OF QUALITY, AFFORDABLE HOUSING.						
Strategy 1.1: Continue to partner, and find new partnerships, with local and regional organizations to support affordable housing initiatives.						
a.	Develop on-going partnerships with non-profits to encourage housing targeted to lower-income residents.	Partnership	X	X	X	Development Services, City Council
b.	Develop an information library of housing assistance resources for residents either online or at City offices and keep it up to date.	Partnership	X	X	X	Development Services, City Council
c.	Continuously network with affordable housing developers/organizations and create a marketing package sharing Sherman demographics and housing needs.	Partnership	X	X	X	Development Services, City Council
Strategy 1.2: Invest in programs that allow Sherman residents the opportunity to become invested in their community through housing.						
a.	Establish special incentive areas where the City will prioritize funding of programs, incentives, and development.	Policy	X	X	X	Development Services, City Council
b.	Continue to offer the Residential Tax Abatement program.	Program	X	X	X	City Council
Strategy 1.3: Pursue affordability and diversity in the Sherman housing market.						
a.	Create a streamlined and expedited permitting process for housing developments in the special incentive areas, including participation criteria.	Program	X			Development Services
b.	Promote a diversity of residential building types, lot sizes and density ranges in new neighborhoods or areas designated as higher density on the Future Land Use Map.	Policy	X			Development Services
c.	Locate future affordable housing units in a dispersed manner throughout the city to avoid the creation of concentrated low-income districts.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
Strategy 1.4: Update the land development code to support housing that has well-defined character, compatibility with adjacent uses, and balanced density.						
a.	Assess and update the development code to include a balanced array of lot sizes, product types, and zoning districts to promote housing diversity.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
b.	Update the development code to allow for density bonuses in strategic development areas.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
c.	Continue to support rezonings and PDs that allow for a mix of housing options near supporting services and amenities.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
d.	Encourage more urban-level density near walkable amenities such as downtown lofts, vertical mixed-use structures, and multi-family apartments when reviewing development proposals.	Policy	X	X	X	Development Services, Planning & Zoning Commission, City Council
Strategy 1.5: Protect and enhance existing neighborhoods and housing stock.						
a.	Create targeted zoning standards specific to the Core Neighborhoods depicted on the Future Land Use Map to allow for compatible infill and redevelopment.	Regulation	X			Development Services, Planning & Zoning Commission, City Council
b.	Continue to support code enforcement efforts through adequate staffing and technology needs.	Policy	X	X	X	Code Enforcement, Development Services, City Council
c.	Develop partnerships with community organizations to assist homeowners with home improvements and facade repairs.	Partnership	X			Development Services, City Council

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

Trails Master Plan

1. Vision and Guiding Principles
2. Trail Design
3. Trails Network
4. Implementation



Guiding Principles

1. Connected
2. Natural
3. Safe
4. Intentional Design

CONNECTED

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

NATURAL

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

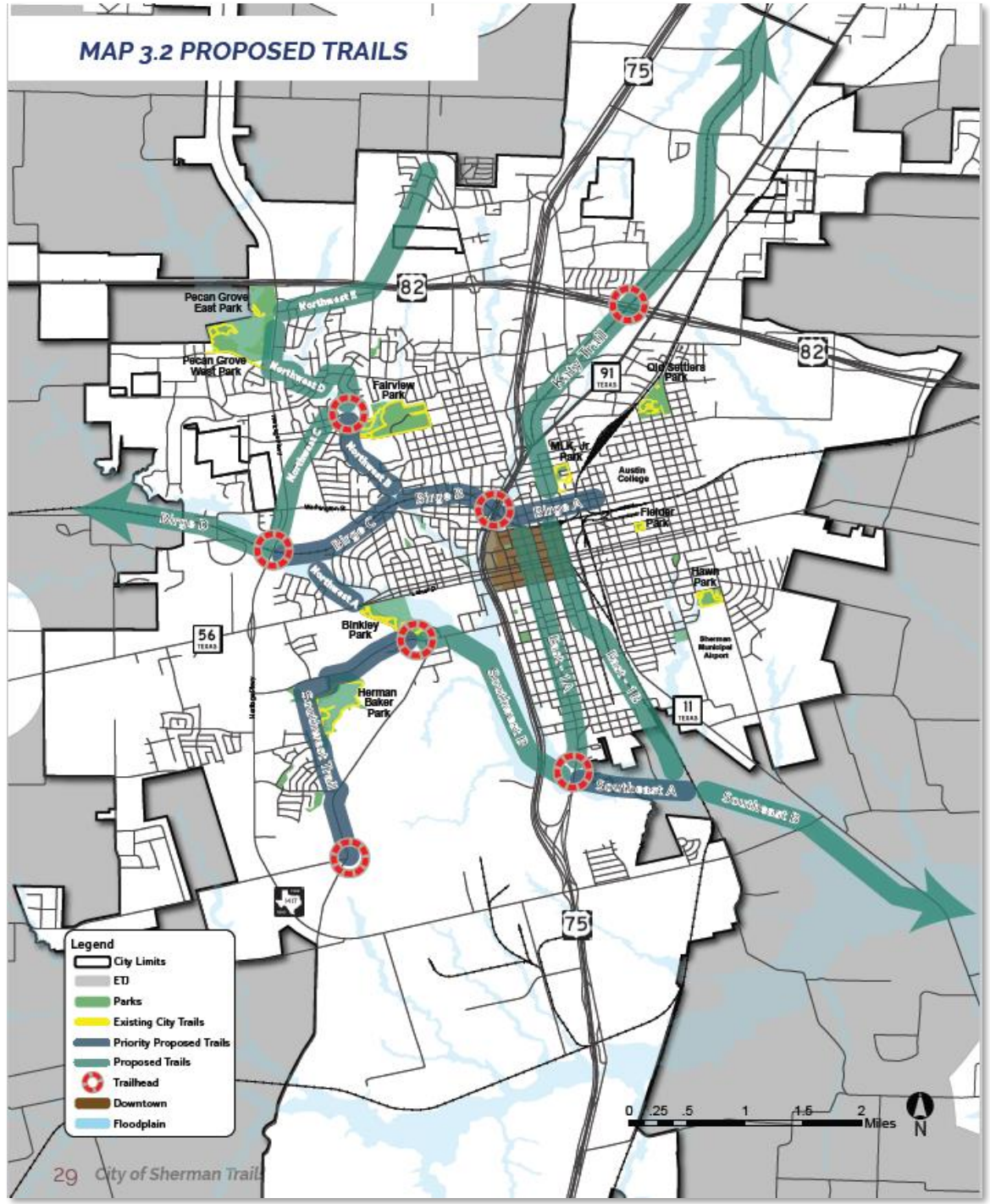
SAFE

Provide usable and visible corridors that feel safe for all people to use. Trails should be designed to limit pedestrian and bicycle conflicts with automobiles and prioritize people's safety.

INTENTIONAL DESIGN

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

MAP 3.2 PROPOSED TRAILS



Adoption Schedule

- **September 6** – Plan posted online and advertised for public review
- **September 20** – P&Z public hearing and recommendation *(Comp Plan)*
- **September 22** – City Council Workshop
- **October 6** – Parks Board recommendation *(Trail Master Plan)*
- **October 17** – City Council public hearing and adoption

Zoning Ordinance Update

City Council Work Session

September 22, 2022

Zoning Ordinance Update

Purpose for the Zoning Ordinance Update

- Council Direction
  - More flexibility in zoning districts
  - Consider changing the way Patio Homes are implemented
- Minor amendments have occurred over time
- P&Z Subcommittee Established on February 22, 2022 to begin review of current Zoning Ordinance.
  - Meetings on March 8th, April 12th, May 10th, June 14th & July 12
- P&Z Presentation on June 21st and July 19th to review draft recommendations

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Zoning Ordinance Update

New Ordinance Outline:

- 14.01 General Provisions
- 14.02 Zoning Districts
- 14.03 Overlay Zoning Districts
- 14.04 Supplementary District Regulations
- 14.05 Administrative Authority
- 14.06 Development Procedures
- 14.07 Signs
- 14.08 Definitions
- 14.09 Administrative Clauses
- 14.10 Use Chart
- 14.11 Sherman Municipal Airport Hazard Zoning Ordinance

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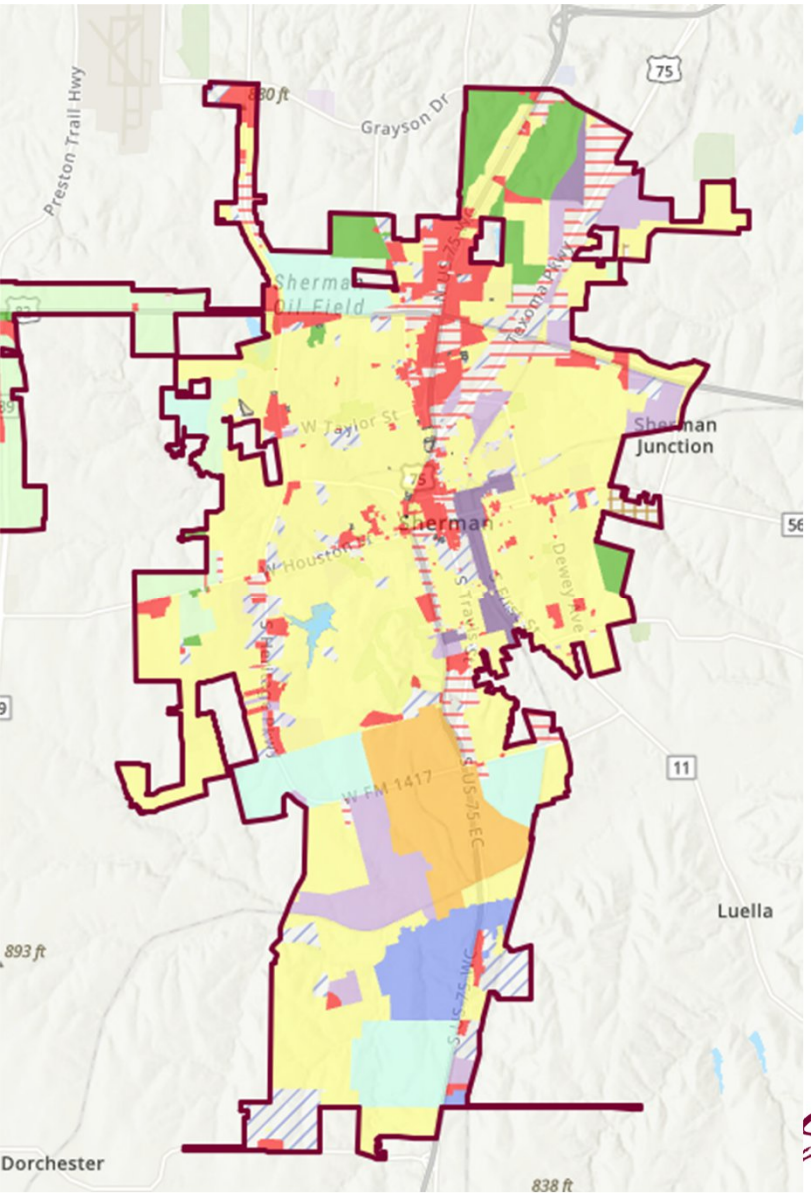

Chapter 14.02 Zoning Districts

Residential Zoning Districts

- R-A – Residential Agricultural
- R-E – Estate Residential
- R-12 – Single-Family Residential
- R-6 – Single-Family Residential - Formerly R-1 & SF-1
- R-5 – Single-Family Residential
- R-4 – Patio Home Residential
- R-2F – Duplex Residential
- R-TH – Townhome Residential
- MF-15 – Multi-Family Residential
- MF- 30 – Multi-Family Residential - Formerly R-2

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R-A, Residential Agricultural

- Existing Zoning District, Annexation District
- Min. Lot Area: 2 acres (No Change)
- Min. Lot Width: 200 feet (No Change)
- Min. Lot Depth: 200 feet (New)
- Min. Front Setback: 40 feet (current: 30 feet)
- Min. Rear Setback: 25 feet (No Change)
- Min. Side Yard: 20 feet and 25 feet on corner lots. (change from current)
- Max Building Area: 40% (New)
- Max Height: 45 feet (current: 35 feet or 2 stories)

R-E, Estate Residential

- New Zoning District
- Min. Lot Area: 1 acre
- Min. Lot Width: 150 feet
- Min. Lot Depth: 150 feet
- Min. Front Setback: 40 feet
- Min. Rear Setback: 40 feet
- Min. Side Yard: 20 feet and 25 feet on corner lots.
- Max Building Area: 20%
- Max Height: 45 feet

R-12, Single-Family Residential

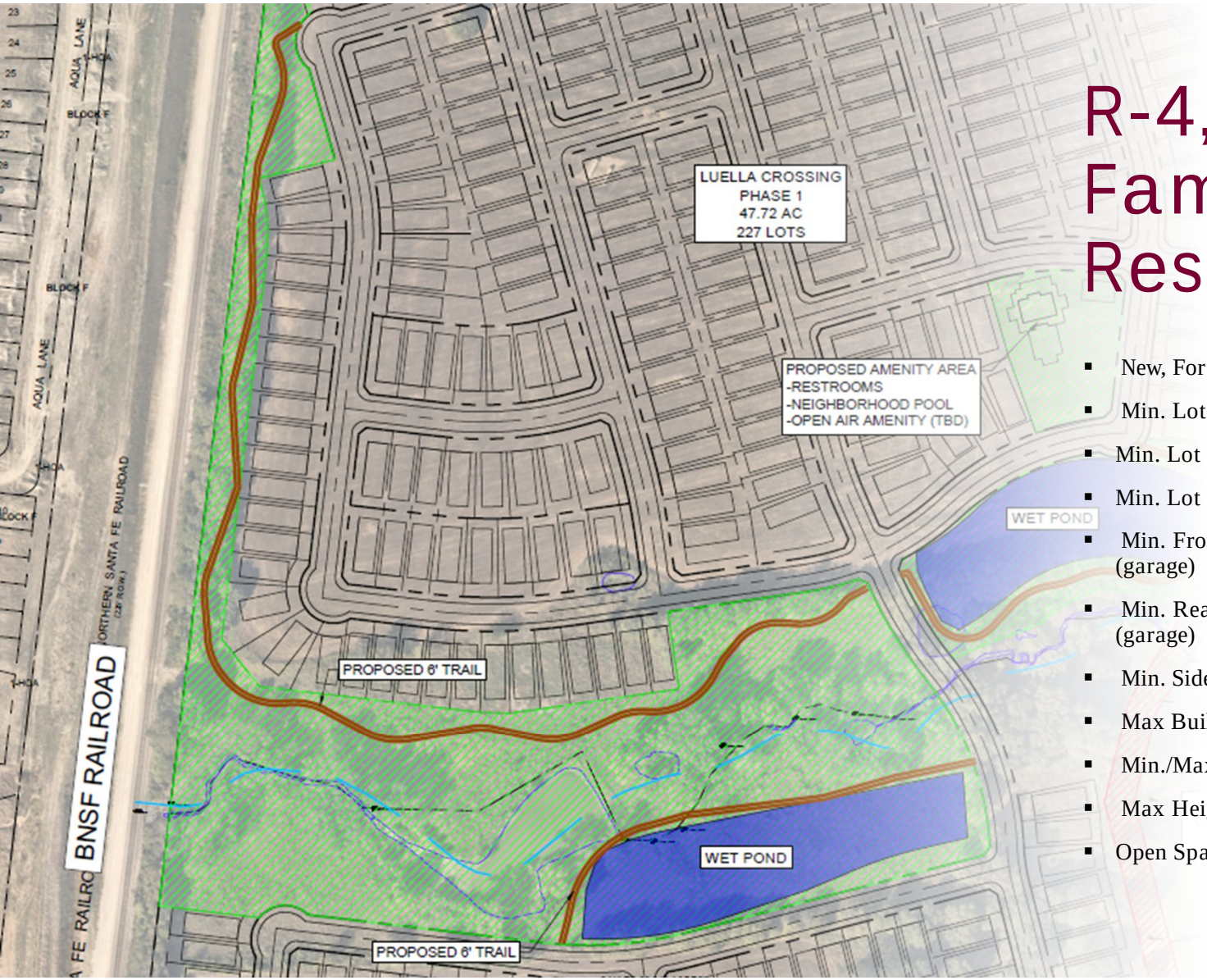
- New Zoning District
- Min. Lot Area: 12,000 Sq. Ft.
- Min. Lot Width: 80 feet
- Min. Lot Depth: 100 feet
- Min. Front Setback: 25 feet
- Min. Rear Setback: 25 feet
- Min. Side Yard: 10 feet and 15 feet on corner lots.
- Max Building Area: 40%
- Min. Floor Area: 1,500 sq. ft.
- Max Height: 40 feet

R-6, Single-Family Residential

- Formerly R-1 & SF-1
- Min. Lot Area: 6,000 Sq. Ft. (No Change)
- Min. Lot Width: 60 feet (No Change)
- Min. Lot Depth: 100 feet (New)
- Min. Front Setback: 20 feet (current 25 feet)
- Min. Rear Setback: 20 feet (current 25 feet)
- Min. Side Yard: 6 feet and 15 feet on corner lots. (current 10% of lot width)
- Max Building Area: 45% (New)
- Min. Floor Area: 1,000 sq. ft. (New)
- Max Height: 35 feet (No Change)

R-5, Single-Family Residential

- New, Formerly Patio Home SUP
- Min. Lot Area: 5,000 Sq. Ft.
- Min. Lot Width: 50 feet
- Min. Lot Depth: 100 feet
- Min. Front Setback: 20 feet
- Min. Rear Setback: 15 feet
- Min. Side Yard: 5 feet and 15 feet on corner lots.
- Max Building Area: 50%
- Min./Max Floor Area: 800/3,000 sq. ft.
- Max Height: 35 feet
- Open Space Requirements



R-4, Single-Family Residential

- New, Formerly Patio Home SUP
- Min. Lot Area: 4,000 Sq. Ft.
- Min. Lot Width: 45 feet
- Min. Lot Depth: 90 feet
- Min. Front Setback: 10 feet (building); 20 feet (garage)
- Min. Rear Setback: 15 feet (building); 20 feet (garage)
- Min. Side Yard: 5 feet and 15 feet on corner lots.
- Max Building Area: 55%
- Min./Max Floor Area: 800/2,500 sq. ft.
- Max Height: 35 feet
- Open Space Requirements

R-2F, Duplex Residential

- New, Formerly Duplex SUP
- Min. Lot Area: 6,000 Sq. Ft.
- Min. Lot Width: 60 feet
- Min. Lot Depth: 100 feet
- Min. Front Setback: 20 feet
- Min. Rear Setback: 20 feet
- Min. Side Yard: 6 feet and 15 feet on corner lots.
- Max Building Area: 65%
- Min. Floor Area: 800 sq. ft. per unit
- Max Height: 40 feet
- Open Space Requirements

R-TH, Townhome Residential

- New Zoning District
- Min. Lot Area: 2,500 Sq. Ft.
- Min. Lot Width: 25 feet
- Min. Lot Depth: 100 feet
- Min. Front Setback: 20 feet
- Min. Rear Setback: 20 feet
- Min. Side Yard: 0 feet and 10 feet on corner lots.
- Max Building Area: 65%
- Min. Floor Area: 800 sq. ft. per unit
- Max Height: 40 feet
- Open Space Requirements

MF-15, Multi-Family Residential

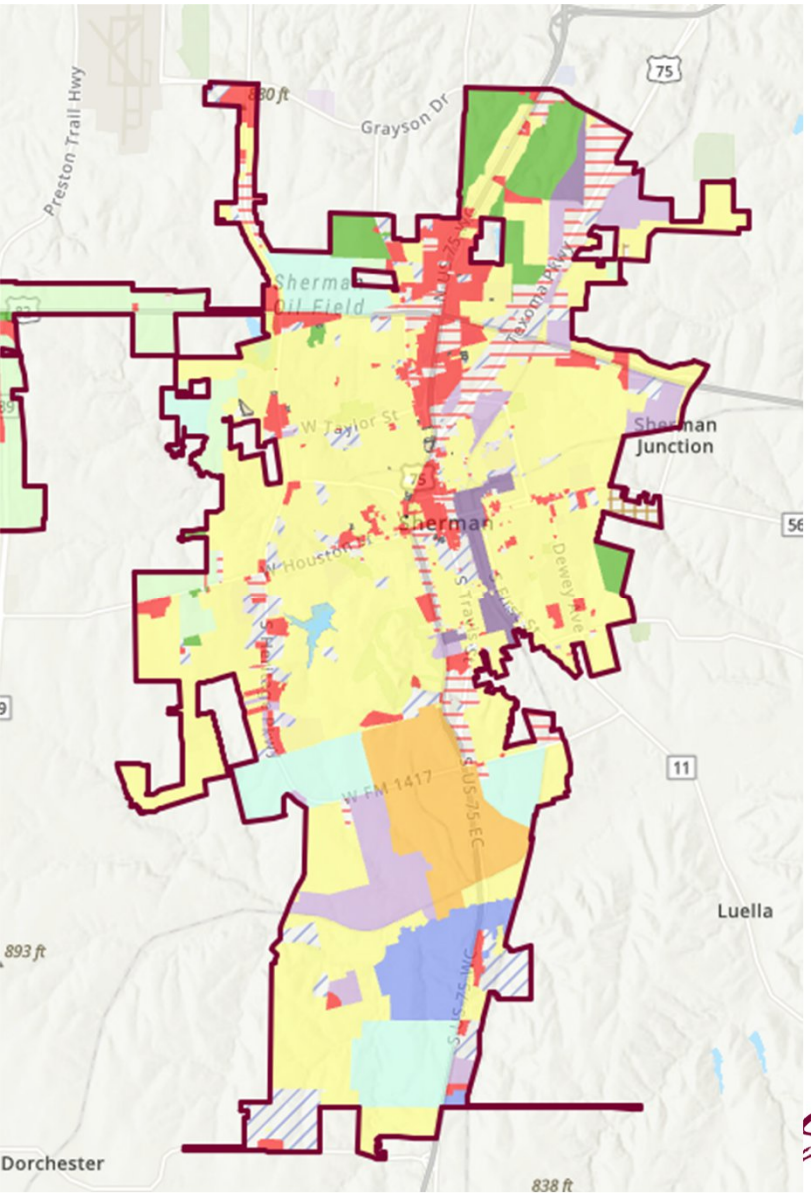
- New Zoning District
- Min. Lot Area: 2 acres
- Min. Lot Width: 85 feet
- Min. Lot Depth: 100 feet
- Min. Front Setback: 25 feet
- Min. Rear Setback: 25 feet
- Min. Side Yard: 25 feet
- Max Building Area: 50%
- Min. Floor Area: 800 sq. ft. per unit
- Max Height: 35 feet
- Max Density: 15 units per acre

MF-30, Multi-Family Residential

- New, Formerly R-2 District
- Min. Lot Area: 5 acres (Current 12,000 sq. ft.)
- Min. Lot Width: 85 feet (No change)
- Min. Lot Depth: 100 feet (New)
- Min. Front Setback: 25 feet (No change)
- Min. Rear Setback: 25 feet (No change)
- Special Residential Setback (New)
  - 40 feet from “R” zoned properties for buildings <35ft in height
  - Twice the height from “R” zoned properties for building >35ft
- Min. Side Yard: 25 feet (current 7 feet min, with a sum of 23 feet on both sides)
- Max Building Area: 50% (New)
- Max Height: 50 feet (Current 45 feet)
- Max Density: 30 units per acre (Current 34.8 units per acre)

Zoning Ordinance Update

District	Lot Area	Lot Width	Front Setback	Rear Setback	Side Setback	Floor Area	Building Area	Height	Density
R-A	2 Acres	200’	40’	25’	20’ (25’)	>800sf	<40%	45’	N/A
R-E	1 Acre	150’	40’	40’	20’ (25’)	>1,500sf	<20%	45’	N/A
R-12	12,000sf	80’	25’	25’	10’ (15’)	>1,500sf	<40%	40’	N/A
R-6	6,000sf	60’	20’	20’	6’ (15’)	>1,000sf	<45%	35’	N/A
R-5	5,000sf	50’	20’	15’	5’ (15’)	<3,000sf	<50%	35’	N/A
R-4	4,000sf	45’	10’ (Building) 20’ (Garage)	15’	5’ (15’)	<2,500sf	<55%	35’	N/A
R-2F	6,000sf	60’	20’	20’	6’ (15’)	>800sf/unit	<65%	40’	N/A
R-TH	2,500sf	25’	20’	20’	0’ (15’)	>800sf	<65%	40’	N/A
MF-15	5 acres	60’	25’	25’	25’	>800sf/unit	<50%	35’	15units/acre
MF-30 (R-2)	5 acres	85’	25’	25’	25’	N/A	<50%	50’	30 units/acre
MH	3,600sf	60’	25’	10’	10’	N/A	N/A	35’	N/A



Chapter 14.02 Zoning Districts

Commercial & Manufacturing Zoning Districts

- C-N – Neighborhood Commercial
- C-0 – Office District
- C-1 – Retail Business District
- C-2 – General Commercial
- M-1 – Light Manufacturing
- M-1.5 – Medium Manufacturing
- M-2 – Heaving Manufacturing
- Blalock Industrial Park

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C-N, Neighborhood Commercial

- New Zoning District
- Min. Lot Area: 10,000 Sq. Ft.
- Min. Lot Width: 50 feet
- Min. Front Setback: 25 feet
- Min. Rear Setback: 25 feet
- Min. Side Yard: 0 feet, unless adjacent to thoroughfare street or residential, then 25 feet
- Max Building Area: 40%
- Floor-Area Ratio: 0.4
- Max Height: 35 feet

C-O, Office District

- Existing Zoning District
- Min. Lot Area: 10,000 Sq. Ft. (Current 5,000 Sq.Ft.)
- Min. Lot Width: 50 feet (No Change)
- Min. Front Setback: 25 feet (No Change)
- Min. Rear Setback: 25 feet (Current 10 feet)
- Min. Side Yard: 0 feet, unless adjacent to thoroughfare street 25 feet, or residential 60 feet
- Max Building Area: 50% (New)
- Floor-Area Ratio: 1.0 (Current 0.5)
- Max Height: 50 feet (Current 35 feet)

C-1, Retail Business District

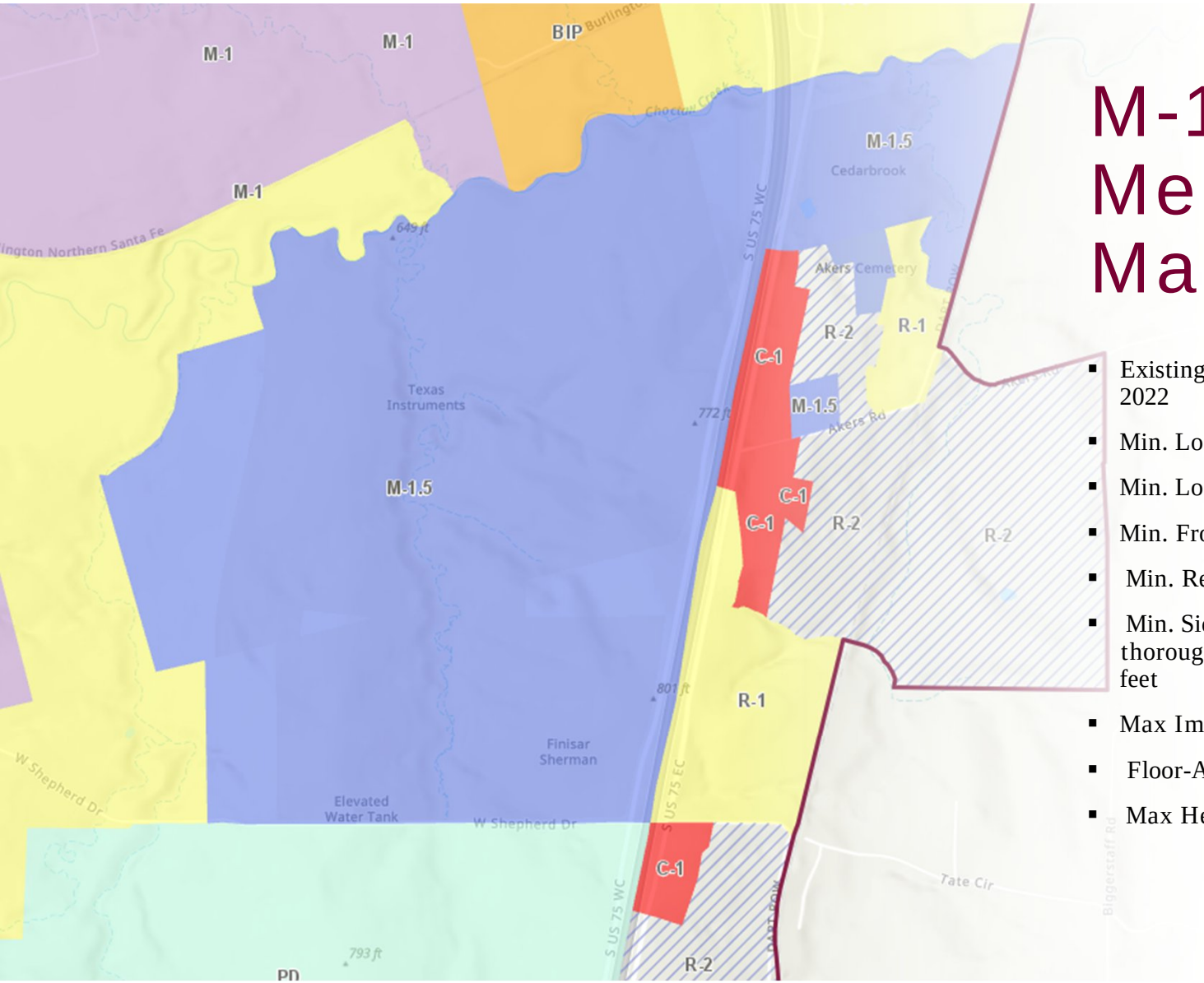
- Existing Zoning District
- Min. Lot Area: 10,000 Sq. Ft. (Current 5,000 Sq.Ft.)
- Min. Lot Width: 50 feet (No Change)
- Min. Front Setback: 25 feet (No Change)
- Min. Rear Setback: 25 feet (Current 10 feet)
- Min. Side Yard: 0 feet, unless adjacent to thoroughfare street 25 feet, or residential 60 feet
- Max Building Area: 50% (New)
- Floor-Area Ratio: 0.5 (No Change)
- Max Height: 50 feet (Current 45 feet)

C-2, General Commercial

- Existing Zoning District
- Min. Lot Area: 10,000 Sq. Ft. (Current 5,000 Sq.Ft.)
- Min. Lot Width: 50 feet (No Change)
- Min. Front Setback: 25 feet (Current 15 feet)
- Min. Rear Setback: 25 feet (Current 10 feet)
- Min. Side Yard: 0 feet, unless adjacent to thoroughfare street 25 feet, or residential 60 feet
- Max Building Area: 50% (New)
- Floor-Area Ratio: 0.5 (Current 1.0)
- Max Height: 35 feet (No Change)

M-1, Light Manufacturing

- Existing Zoning District
- Min. Lot Area: 10,000 Sq. Ft. (New)
- Min. Lot Width: 50 feet (New)
- Min. Front Setback: 25 feet (Current 15 feet)
- Min. Rear Setback: 10 feet (No Change)
- Min. Side Yard: 10 feet unless adjacent to thoroughfare street 25 feet, or residential 60 feet
- Max Impervious Cover: 80% (New)
- Floor-Area Ratio: 1.5 (No Change)
- Max Height: 100 feet (No Change)



M-1.5, Medium Manufacturing

- Existing, Recommend Expiring December 31, 2022
- Min. Lot Area: 10,000 Sq. Ft. (New)
- Min. Lot Width: 50 feet (New)
- Min. Front Setback: 25 feet (Current 15 feet)
- Min. Rear Setback: 10 feet (No Change)
- Min. Side Yard: 10 feet unless adjacent to thoroughfare street 25 feet, or residential 60 feet
- Max Impervious Cover: 80% (New)
- Floor-Area Ratio: 1.5 (No Change)
- Max Height: 150 feet (Current 200 feet)

M-2, Heavy Manufacturing

- Existing Zoning District
- Min. Lot Area: 10,000 Sq. Ft. (New)
- Min. Lot Width: 50 feet (New)
- Min. Front Setback: 25 feet (Current 15 feet)
- Min. Rear Setback: 10 feet (No Change)
- Min. Side Yard: 10 feet unless adjacent to thoroughfare street 25 feet, or residential 60 feet
- Max Impervious Cover: 80% (New)
- Floor-Area Ratio: 1.5 (No Change)
- Max Height: 150 feet (No Change)

Blalock Industrial Park

- Originally established in 1962, minor update in 2001.
- District is broken up into multiple tracts each with unique regulations.
  - Recommending removal of the tracts and having consistent regulations throughout the district.

<u>Regulations and Setbacks</u>

- Minimum Lot Area: Consistent at minimum 5 acres (varied between 5 acres and 25 acres); less regulating
  - Maximum Lot Coverage: Consistent at 50% (varied between 25% and 50%); less regulating
- Setbacks: Consistent with the following:
  - 200ft from U.S. Highway 75
  - 100ft from F.M. 1417
  - 50ft from all other roadways
  - 25ft from side and rear setbacks not adjacent to public roadways
  - These setbacks vary between 55.7ft to 400ft; less regulating

Blalock Industrial Park (Con't)

Other Regulations

- Screening
  - No fences in the front, rear or side yards adjacent to a public roadway
  - No chain link fences visible from a public roadway
  - Mechanical, utility, and service facilities screened on 3 sides and not visible from the public roadway
  - Freight and loading docks shall be screened from the public roadway
- Parking
  - Shall be provided 1 space for every 400sf of office floor area and 1 space for every 1000sf of manufacturing floor area.
  - Parking study may be conducted to prove less parking is required and may be approved administratively from City Staff.

Blalock Industrial Park (Con't)

Signs

- One freestanding monument signs is permitted per lot
- Lots larger than 10acres, sign can be up to 300sf in sign face, 15ft high, and 50ft setback.
- Lots smaller than 10acres, sign can be up to 150sf in sign face, 10ft high, and 25ft setback.

Directional signs

- One sign per driveway entrance, sign can be up to 32sf in sign face and 15ft setback

Wall signs

- One wall sign is permitted for each wall face. Sign can be up to 600sf in sign face and not more than 20% of the wall face.

Temporary Signs

- One temporary sign is allowed for up to 30 days in one calendar year. Cannot exceed 64sf in sign face. A sign permit is not required for a temporary sign.

Chapter 14.04 Supplementary District Regulations

- Accessory Buildings and Structures
- Special Building Setbacks
- Parking and Off-Street Loading Areas
- Fences and Screening Devices
- Telecommunication Antennas and Towers
- Residential and Commercial Tree Preservation

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Accessory Buildings & Structures

- Cannot be located in the front yard.
- Must be separated from other structures by 5 feet
- Must be setback 10 feet from side streets
- Detached garages or carports facing an alley or side street must be setback 20 feet.
- Cannot be located in easements.

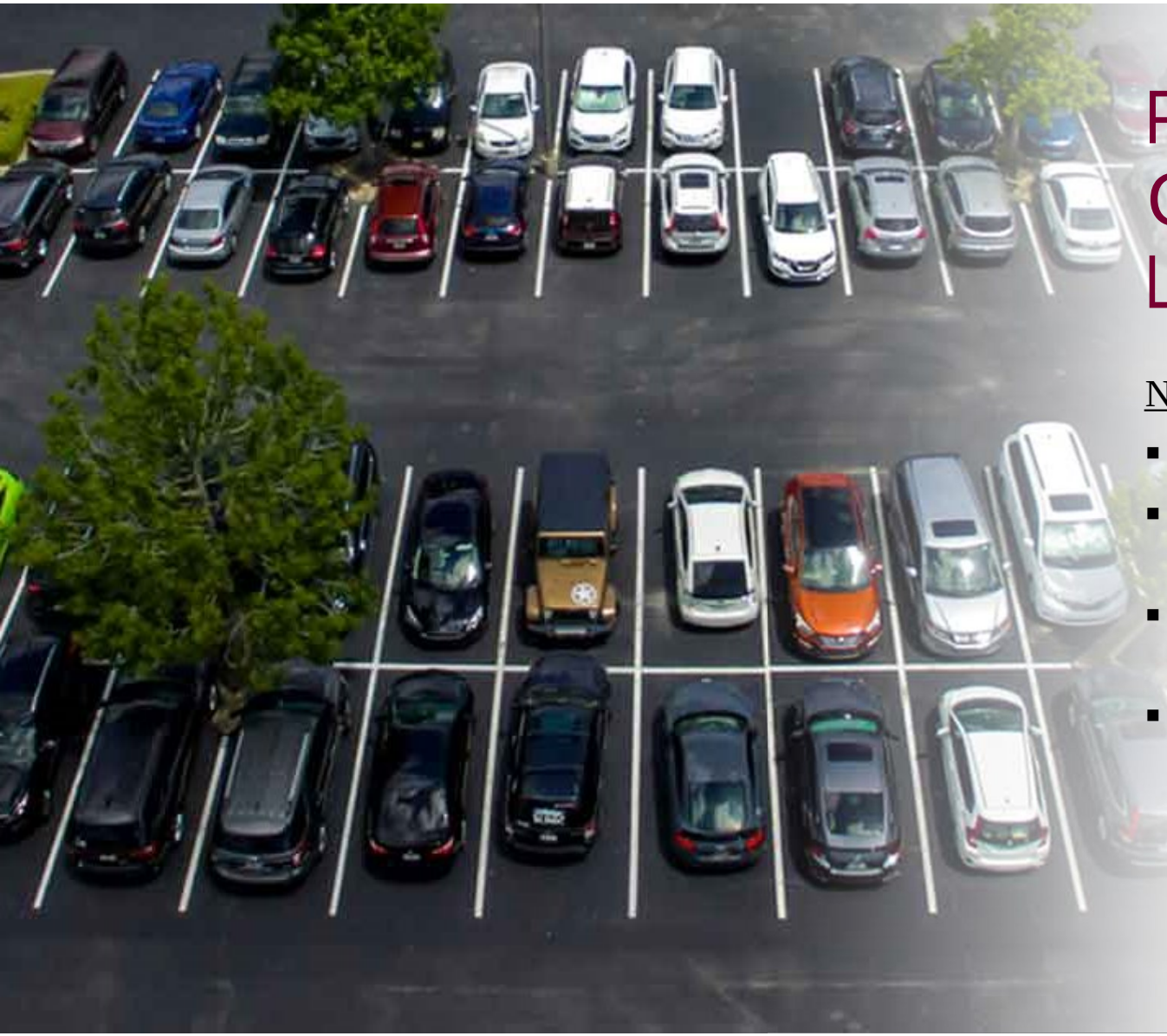
Accessory Buildings & Structures

- Are allowed within the allowable building area
- Cannot be larger than 500 sq. ft. if located within the “required rear yard”
- Cannot be rented or leased
- Accessory Dwellings are allowed on lots greater than 12,000 sq. ft.
- Added language about swimming pools.
  - Can be located in the required rear yard, must be located 5 feet from buildings and property lines.

Parking and Off-Street Loading

Single-Family Standards

- 2 enclosed garage spaces and 2 driveway spaces
- No parking of RVs, travel trailers, boat trailers, or other trailers in the front yard
- R-A or R-E may request an exception for concrete or asphalt requirement



Parking and Off-Street Loading

Non-Residential/MF Standards

- 9ft x 20ft parking size
- Alternative 9ft x 18ft when overhanging landscaped areas
- 9ft x 22ft for parallel parking spaces
- Wholesale changes on parking rates by use.
  - Based on ITE Parking Generation
  - Peer Cities

Parking and Off-Street Loading

Multi-Family Parking Changes

- Current: Min 2 per unit/1 per bedroom
  - 1 Bedroom – 2 spaces
  - 2 Bedroom – 2 spaces
  - 3 Bedroom – 3 spaces
  - 4 Bedroom – 4 spaces
- Proposed
  - Efficiency Unit – 1 space
  - 1 Bedroom – 1.5 spaces
  - 2 Bedroom – 2 spaces
  - 3 Bedroom – 2.5 spaces
  - 4 Bedroom – 3 spaces

Type	R-A	R-E	R-12	SF-1	R-6	R-5	R-4	R-TH	R-2	MH	C-N	C-O	C-1	C-2
Uses														
uildings for storage	P													
poultry dairying, ge	P									P				
or rodeo	SUP													
ment sales, airs, feed	P													SUP
nursery, rdening	P	P	P	P	P	P	P	P	P	P	P	P	P	
ng or elevators	SUP													
sh)	SUP													
uction sales, ds, pens	SUP													
products, aughtering reparation acking	SUP													
g or packing r poultry	SUP													
mercial	P													
ate	P	P												
	SUP													
Uses														

Use Chart

One-Stop Location For All Uses

- Permitted Uses
- TUP – Temporary Use Permits
- SUP – Specific Use Permits

Other Regulations

<u>Regulations Not Changing</u>

- Fences (updated in 2021)
- Signs (needs update)
- Telecommunication Towers (needs update)
- Residential and Commercial Tree Preservation (needs update)
- Overlay Districts (needs update)

Zoning Ordinance Update

Next Steps

- Sept./Oct. - Legal Review and Third-Party Review
- November 15th – Planning and Zoning Commission Action
- December 5th – City Council Action

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Extra Slides

R-E District

Lot Area: 1 Acre
Lot Width: 150'
Front Setback: 40'
Rear Setback: 40'
Side Setback: 20'
Building Area: 8,712 sq. ft.
Building Area %: 20%
Actual Building Area: 23,144 sq. ft.
Actual Building Area %: 53%
Building Height: 40'

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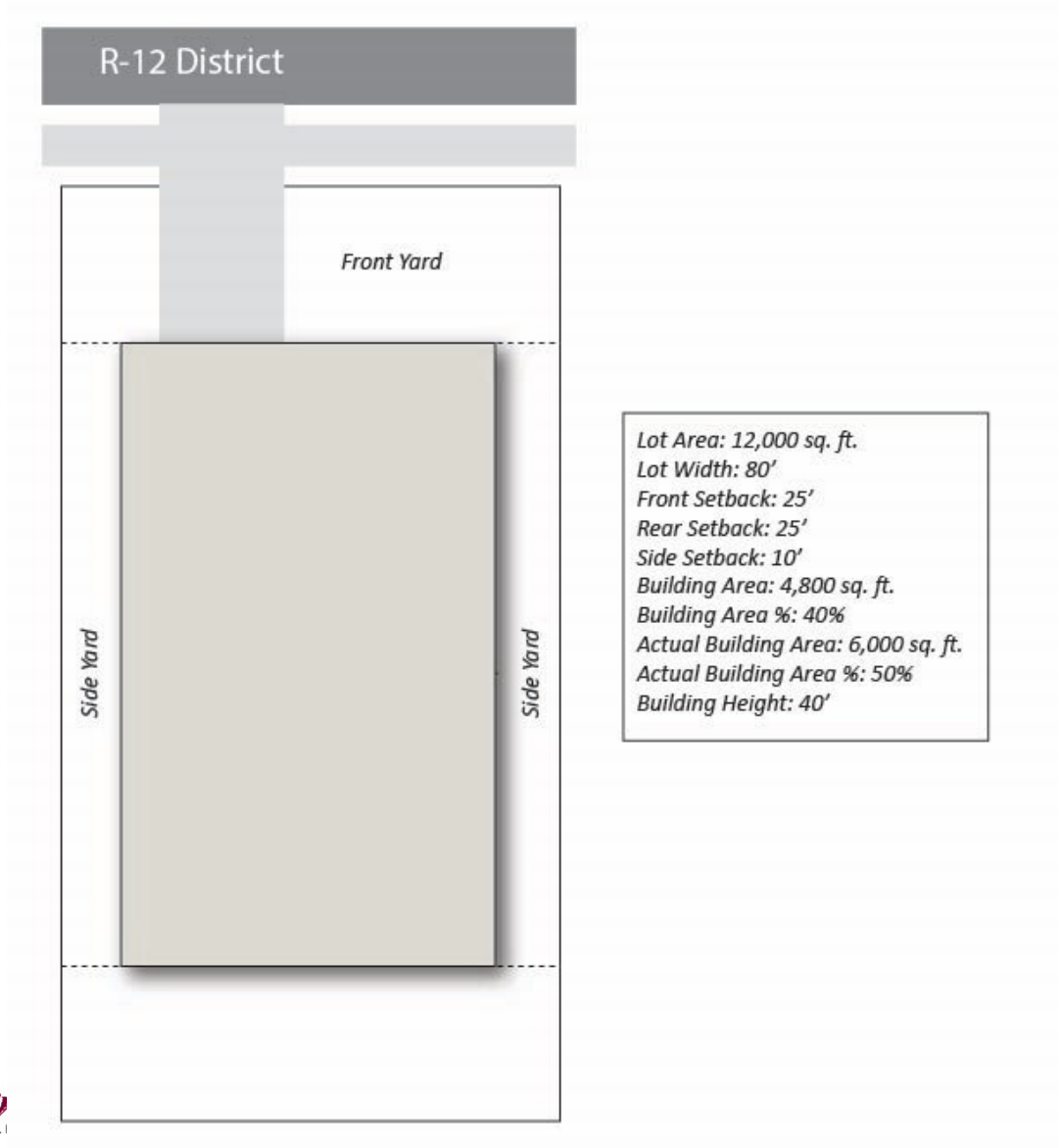
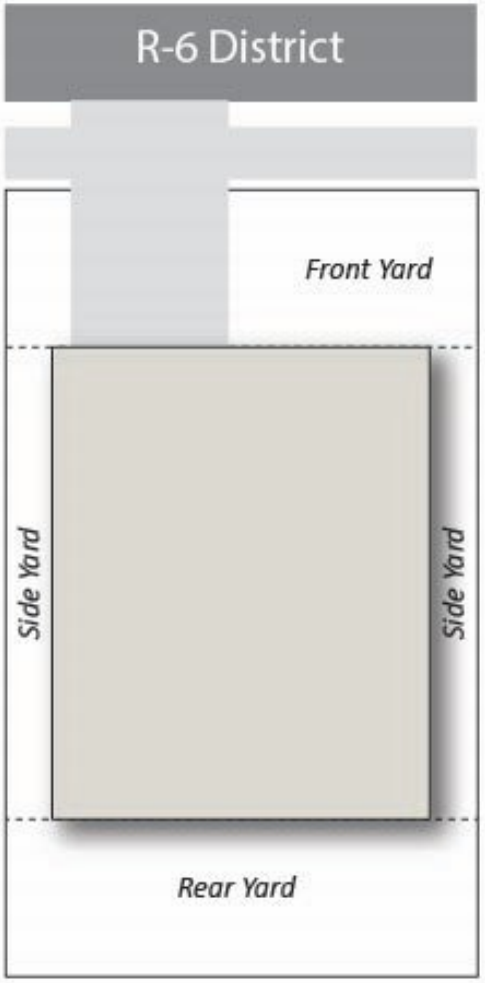
R-12 District



R-6 District (Formerly R-1)



Lot Area: 6,000 sq. ft.
Lot Width: 60'
Front Setback: 20'
Rear Setback: 20'
Side Setback: 6'
Building Area: 2,880 sq. ft.
Building Area %: 45%
Actual Building Area: 2,700 sq. ft.
Actual Building Area %: 48%
Building Height: 35'

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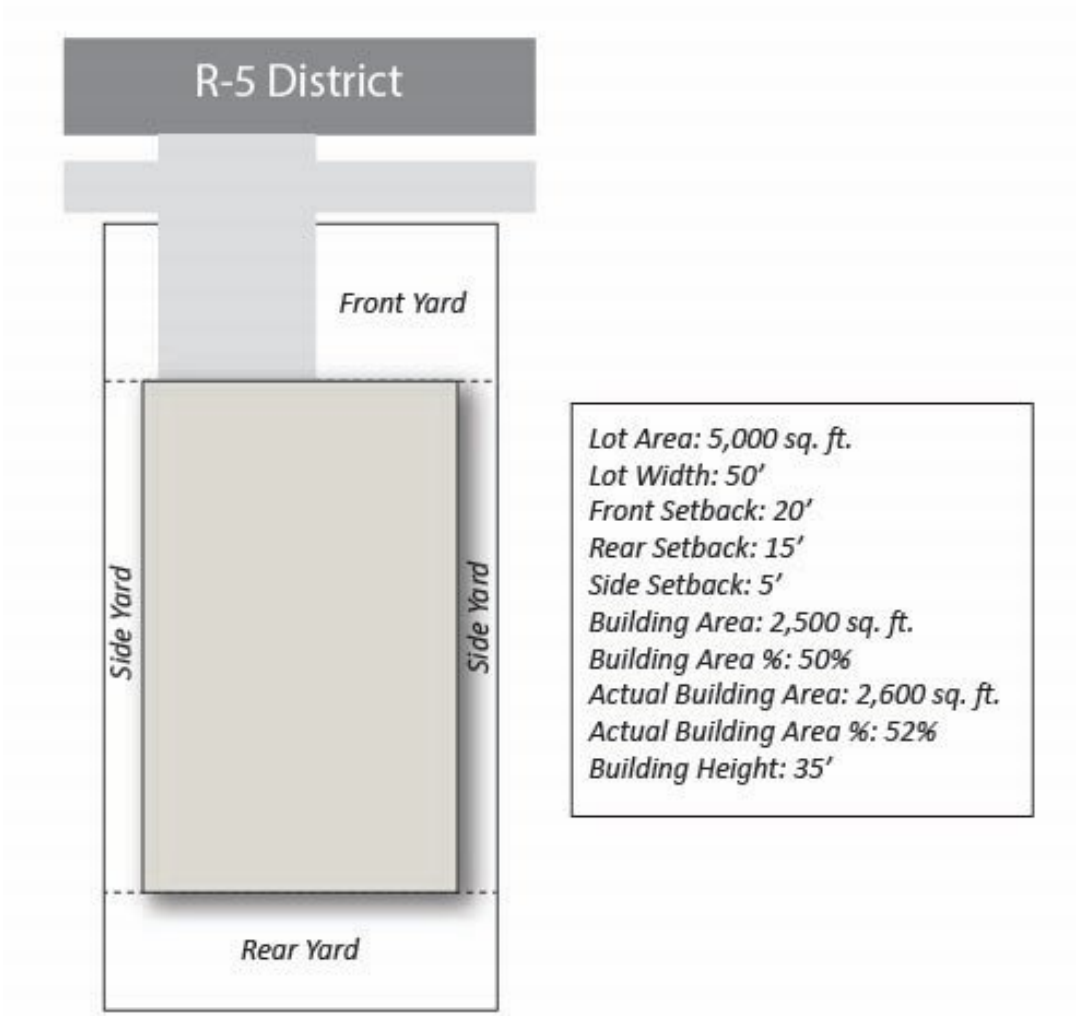
R-5 District



Lot Area: 5,000 sq. ft.
Lot Width: 50'
Front Setback: 20'
Rear Setback: 15'
Side Setback: 5'
Building Area: 2,500 sq. ft.
Building Area %: 50%
Actual Building Area: 2,600 sq. ft.
Actual Building Area %: 52%
Building Height: 35'

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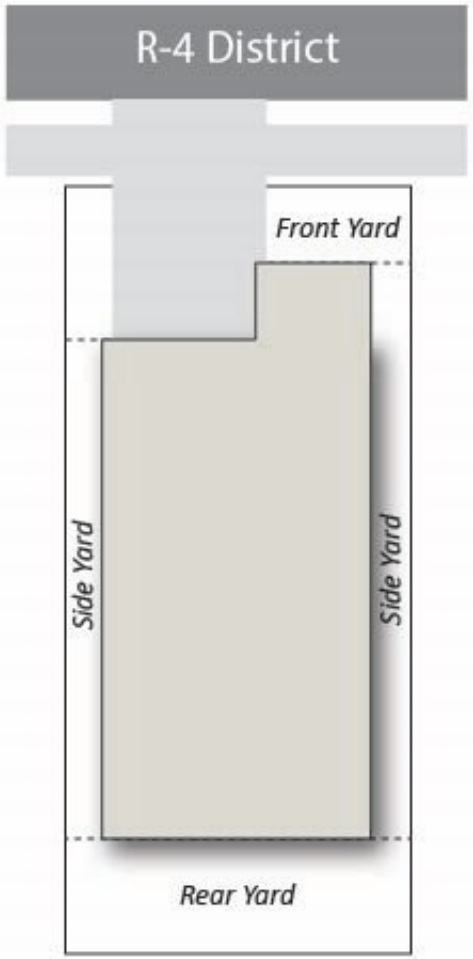
R-4 District (Patio Home)



Lot Area: 4,000 sq. ft.
Lot Width: 45'
Front Setback: 10' (20' Garage)
Rear Setback: 15'
Side Setback: 5'
Building Area: 2,000 sq. ft.
Building Area %: 50%
Actual Building Area: 2,445 sq. ft.
Actual Building Area %: 61%
Building Height: 35'

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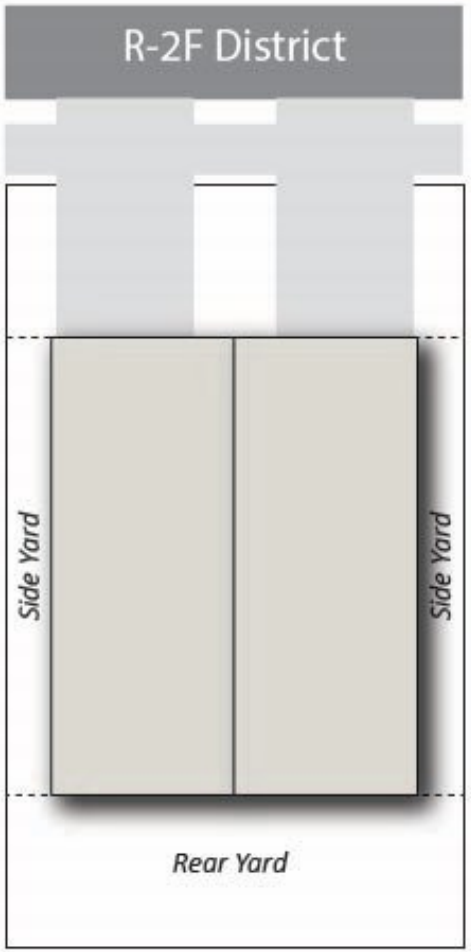
R-2F District (Duplex)



Lot Area: 6,000 sq. ft.
Lot Width: 60'
Front Setback: 20'
Rear Setback: 20'
Side Setback: 6'
Building Area: 3,900 sq. ft.
Building Area %: 65%
Actual Building Area: 2,880 sq. ft.
Actual Building Area %: 48%
Building Height: 35'

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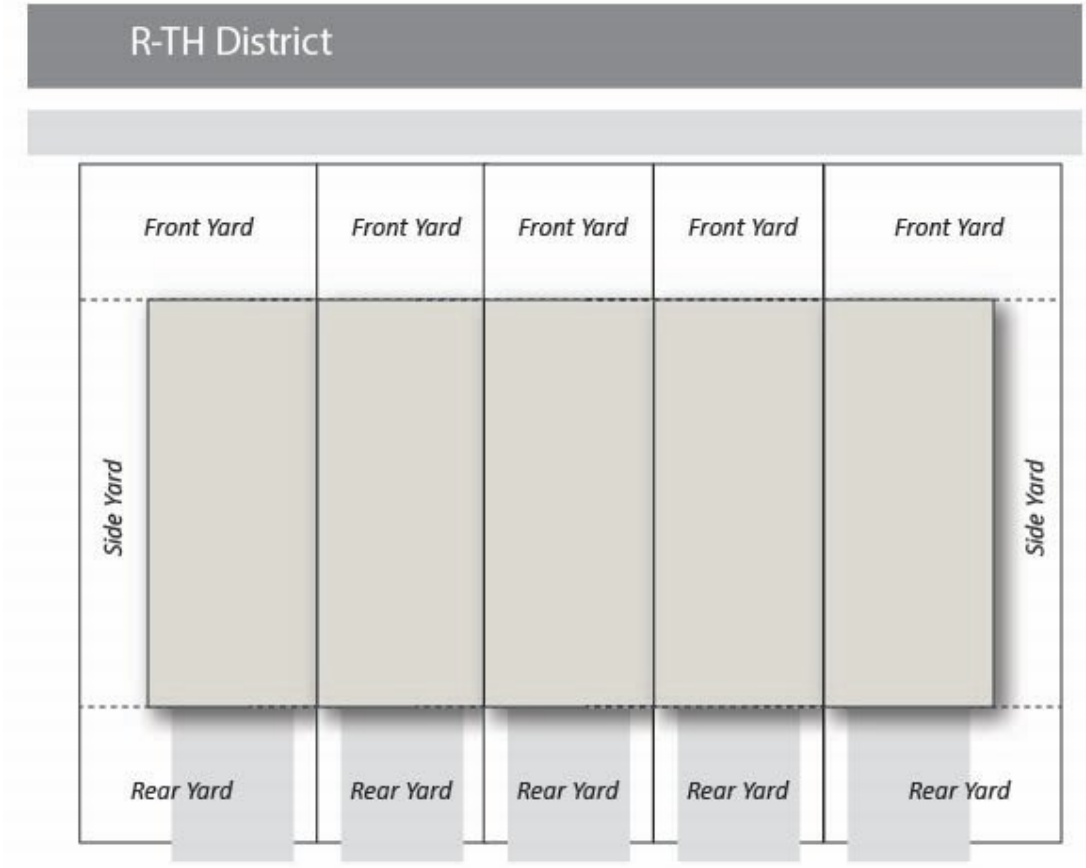
R-TH District (Townhome)



Lot Area: 2,500 sq. ft.
Lot Width: 25'
Front Setback: 20'
Rear Setback: 20'
Side Setback: 0' (10' on corner)
Building Area: 1,625sq. ft.
Building Area %: 65%
Actual Building Area: 1,500 sq. ft.
Actual Building Area %: 60%
Building Height: 40'

ARTICLE 14.10 USE CHART

Uses Permitted by District. Land and buildings in each of the zoning districts may be used for any of the indicated uses, but no land shall hereafter be used, and no building or structure shall hereafter be erected, altered or converted, which is arranged or designed or used for other than those uses specified as permitted uses in the district in which it is located, according to the Use Chart and in accordance with Subsection 14.01.005 (Compliance Required, Interpretation and Rules of Construction) and the provisions of this Zoning Ordinance.

Classification of New and Unlisted Uses. It is recognized that new types of land use will develop and forms of land use not presently anticipated may seek to locate in the City. If the Director is unable to classify the use under one of the existing listed uses, then the Director shall initiate a zoning text amendment pursuant to procedures set forth in this Zoning Ordinance.

Legend for Use Chart
P – Use is permitted by right in district indicated
[Blank] – Use is prohibited in district indicated
SUP – Use is permitted in district only upon approval of a Specific Use Permit
TUP – Use is permitted in district only upon approval of a Temporary Use Permit
[1] – None are permitted except an incidental office for management of the manufactured home park

Use Chart

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Agricultural Uses																		
Accessory buildings for agricultural storage	**P**															**P**	**P**	**P**
Animal and poultry husbandry, dairying, and pasturage	**P**										**P**					**P**	**P**	**P**
Fairgrounds or rodeo	**SUP**																	
Farm equipment sales, service, repairs, feed store	**P**														**SUP**	**P**	**P**	**P**
Field crops, horticulture, nursery, and truck gardening	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**
Grain, milling or processing, elevators	**SUP**																	**P**
Hatchery (fish)	**SUP**																	**P**
Livestock auction sales, feeding yards, pens with barns	**SUP**																	**P**
Meat or fish products, including slaughtering of meat or preparation of fish for packing	**SUP**																	**P**
Slaughtering or packing of animals	**SUP**																	**P**

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
or poultry																		
Stable, commercial	**P**																	
Stable, private	**P**	**P**																
Stockyards	**SUP**																	**P**
Residential Uses																		
Accessory building; garage or carport, domestic storage	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**							
Bed and breakfast establishments	**SUP**	**SUP**	**SUP**	**SUP**									**P**	**P**				
Dormitories										**P**								
Dwelling, multifamily										**P**								
Dwelling, single-family	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**							
Dwelling, two-family (duplex)							**P**	**P**	**P**	**P**								
Dwelling, townhome							**P**		**P**	**P**								
Home occupations	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**								
Mobile or manufactured home park/subdivision											**SUP**				**SUP**			
Model home real estate sales office, temporary	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**										
Rooming, boarding house									**P**	**P**								
Watchman or caretaker quarters																**P**	**P**	**P**
Educational and																		

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Institutional Uses																		
Assisted living facility or nursing home	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**			
Cemetery or mausoleum	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**								
Church or other place of worship	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**P**	**P**	**P**	**P**			
City, county, state and federal government building, garage, maintenance yard, or similar gov't establishment	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**
Civic club, fraternal organization, or lodge												**SUP**	**SUP**	**SUP**	**SUP**			
Clinic, medical or dental	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**		**P**	**P**	**P**	**P**			
Halfway house	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**			**SUP**	**SUP**	**SUP**			
Hospital	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**			**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**
Institution for alcoholic, narcotic, or psychiatric patients on a minimum of 15 acres	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**			**SUP**	**SUP**	**SUP**			
Museum, library, art gallery	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**		**P**	**P**	**P**	**P**			
Nursery, kindergarten, or	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**		**P**	**P**	**P**	**P**			

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
daycare for children																		
Rehabilitation facility, inpatient or outpatient													**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**
Rehabilitation facility, outpatient only														**P**	**P**	**P**	**P**	**P**
School, commercial or trade																**P**	**P**	**P**
Schools; elementary, high, college and universities, public, private, or denominational	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**
Utility and Transportation Uses																		
Airport or landing field, and aircraft hangar	**SUP**	**SUP**														**SUP**		
Bus station														**SUP**	**SUP**			
Electric power substation or generating including ground-mounted solar and wind	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**P**	**P**	**P**
Freight depot or terminal, railroad and/or truck															**SUP**			
Heliport or helistop	**SUP**														**SUP**			

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Motor freight terminal																P	P	P
Radio or television broadcasting transmitter or tower, microwave relay tower	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Railroad freight station																P	P	P
Railroad rights-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Railroad team truck																P	P	P
Railroad yards, shops, or equipment																P	P	P
Recycling center													SUP	SUP	SUP			
Sanitary landfill																		SUP
Sewage treatment plant																		SUP
Telephone exchange, garage, shop, or service													SUP	SUP	SUP			
Utility distribution lines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Water storage tank	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Water treatment plant	P															P	P	P
Recreation and Entertainment Uses																		
Auditorium, arena, coliseum, theater, or amphitheater														SUP				
Baseball park,															P	P	P	P

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
commercial																		
Bowling alley																P	P	P
Carnival or circus													TUP	TUP	TUP	TUP	TUP	TUP
Commercial amusement centers, indoor only												SUP	SUP	SUP	SUP			
Commercial amusement centers, indoor or outdoor															SUP			
Community Center	P	P	P	P	P	P	P	P	P	P	P							
Concession stand within a park, playground, or playfield	P	P	P	P	P	P	P	P	P	P								
Country club	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP								
Dance hall, commercial															SUP			
Golf course	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP								
Golf driving ranges, commercially operated														P	P	P	P	P
Health club or studio												P		P	P	P	P	P
Private clubs when required to obtain a permit from the Texas Alcoholic Beverage Commission													SUP	SUP	SUP	SUP	SUP	SUP
Public park, playground or playfield	P	P	P	P	P	P	P	P	P	P								

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Sexually oriented businesses															**SUP**	**SUP**		
Skating rink, commercial															**P**	**P**	**P**	**P**
Swimming pool, commercial														**P**	**P**	**P**	**P**	**P**
Swimming pool, private	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**							
Theater, drive-in															**SUP**			
Commercial, Retail, and Service Uses																		
Automobile accessory and supply store														**P**	**P**	**P**	**P**	**P**
Automobile laundry, carwash														**SUP**	**SUP**			
Automobile, motorcycle, boat, or trailer sales, new or used													**SUP**	**SUP**	**SUP**			
Automobile parking lot or structured parking	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**								
Automobile parking lot; for a special event	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**								
Automobile rental or taxi storage and repair														**P**	**P**	**P**	**P**	**P**
Automobile repair, body work, or painting															**SUP**	**SUP**	**SUP**	**SUP**

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Automobile service station														**P**	**P**	**P**	**P**	**P**
Bait store															**P**	**P**	**P**	**P**
Bakery, confectionery, or similar (retail)												**P**		**P**	**P**	**P**	**P**	**P**
Bakery, wholesale															**P**	**P**	**P**	**P**
Bank, credit unions, and financial institutions												**SUP**		**P**	**P**	**P**	**P**	**P**
Barbershop, beauty parlor or permanent makeup												**P**		**P**	**P**	**P**	**P**	**P**
Boat/Recreational Vehicle (RV) rental, storage, and repair															**SUP**			
Building material sales or monument sales															**P**			
Caterer														**P**	**P**	**P**	**P**	**P**
Christmas tree sales (temporary)	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**				**P**	**P**	**P**	**P**	**P**
Contractors or construction offices, equipment sales, service, rental and repair, without outdoor storage															**P**	**P**	**P**	**P**
Contractors or construction														**SUP**	**P**	**P**	**P**	**P**

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
offices, equipment sales, service, rental and repair, with outdoor storage																		
Credit Access Business (loan office)														**SUP**	**SUP**			
Department store														**P**	**P**	**P**	**P**	**P**
Drug-store or pharmacy												**P**		**P**	**P**	**P**	**P**	**P**
Exterminator															**P**	**P**	**P**	**P**
Florist shop												**P**		**P**	**P**	**P**	**P**	**P**
Food or grocery store, retail												**SUP**		**P**	**P**	**P**	**P**	**P**
Food truck lot													**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**
Funeral home, mortuary, or crematory														**P**	**P**	**P**	**P**	**P**
Furniture and appliances sales; custom upholstery, not automobile related														**P**	**P**	**P**	**P**	**P**
Greenhouse, plant nursery, or garden center															**P**	**P**	**P**	**P**
Hardware store and small tool rental, but not including sales or lumber or industrial hardware														**P**	**P**	**P**	**P**	**P**
Hookah bar,														**SUP**	**SUP**	**SUP**	**SUP**	**SUP**

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
smoking lounge, smoke shop, or vape shop																		
Hotel or motel														**SUP**				
Ice vending establishment														**P**	**P**	**P**	**P**	**P**
Laboratory, medical or dental														**P**	**P**	**P**	**P**	**P**
Laboratory, research or testing															**P**	**P**	**P**	**P**
Laundry, pickup station or self-service												**P**		**P**	**P**	**P**	**P**	**P**
Meeting halls													**SUP**	**SUP**	**SUP**			
Mini-warehouse														**SUP**	**SUP**			
Mobile home/manufactured home sales with distribution															**SUP**	**SUP**	**SUP**	**SUP**
Office, any type											**[1]**		**P**	**P**	**P**	**P**	**P**	**P**
Pawn shop															**P**	**P**	**P**	**P**
Personal service (accounting, travel, attorney, or similar)												**P**	**P**	**P**	**P**	**P**	**P**	**P**
Pet shop (indoor only)														**P**	**P**	**P**	**P**	**P**
Printing, publishing, or reprographics, including engraving or photoengraving												**P**			**P**	**P**	**P**	**P**
Psychic/paranormal															**SUP**			

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
readings																		
Restaurant (inside and outside service)												SUP		P	P	P	P	P
Restaurant (inside service only)												P		P	P	P	P	P
Restaurant (outside service only)												P		P	P	P	P	P
Retail store (indoor)														P	P	P	P	P
Secondhand store or rummage shop													SUP	SUP	SUP	SUP	SUP	SUP
Snow cone stand	TUP	TUP	TUP	TUP	TUP	TUP	TUP	TUP	TUP	TUP	TUP	P		P	P	P	P	P
Studio for professional work or teaching (fine arts, photography, music, drama, radio, television, or recording)												P	P	P	P	P	P	P
Tailor shop, seamstress, altering, and repairing of apparel												P		P	P	P	P	P
Tattoo studio														SUP	SUP	SUP	SUP	SUP
Taxidermist														SUP	SUP			
Tents, seasonal retail (temporary)												TUP		TUP	TUP			
Transit vehicle, bus and truck storage, servicing repairs, and sales															SUP			
Veterinarian, animal hospital,												P		P	P	P	P	P

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
pound or shelter, indoor soundproof kennels only																		
Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels															**SUP**	**P**	**P**	**P**
Wholesale establishment including storage															**SUP**	**P**	**P**	**P**
Wholesale establishment with storage limited to samples														**P**	**P**	**P**	**P**	**P**
Manufacturing and Industrial Uses																		
Asphalt or asphalt products																		**P**
Batching plant, Portland cement, concrete, noncommercial	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	**TUP**	
Batching or mixing plant, asphalt, or concrete																		**P**
Battery manufacturing																**P**	**P**	**P**
Boiler manufacturing																		**P**
Carpets, manufacture and cleaning																**P**	**P**	**P**

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Food products, manufacturing, processing, or storage																**P**	**P**	**P**
Forge plant																		**P**
Furniture and upholstery manufacturing																**P**	**P**	**P**
Heavy equipment, storage, repair and sales, earth moving																**P**	**P**	**P**
Incineration, distillation or reduction of garbage, offal, or dead animals, fat rendering																		**P**
Industrial and manufacturing plants (apparel, drugs and pharmaceuticals, electronic, plastic, or similar products manufacture)																**P**	**P**	**P**
Industrial and manufacturing plants (acid, cement, chemicals, fertilizer, gypsum, lime, paper or pulp, or similar products manufacture)																	**P**	**P**

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
Industrial and manufacturing plants (Automobiles, motorcycles, trucks or trailers, boats, vehicle parts or similar products manufacture)																**P**	**P**	**P**
Junk, salvage yard, or wrecking service																**SUP**	**SUP**	**SUP**
Laundry cleaning plant																**P**	**P**	**P**
Linen or uniform supply, or diaper service															**P**	**P**	**P**	**P**
Machine shop or welding																**P**	**P**	**P**
Machine tools, sales, service, rental, and repair															**P**	**P**	**P**	**P**
Metal fabrication																	**P**	**P**
Mining, processing, or storage of construction materials (clay, gravel, sand, lumber, quarrying of rock or stones, ceramics, stone, glass, marble, porcelain, brick, stone, tile or similar	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**	**SUP**

Sec. 14.04.003 Parking and Off-Street Loading Areas

(1) Purpose: The purpose of these regulations is to secure safety from fire, panic, and other dangers; to lessen congestion on public streets; to facilitate the adequate provision of transportation; to conserve the value of buildings; and to encourage the most appropriate use of land. Minimum off-street parking and stacking shall be provided as set forth in the following provisions. The stated goals are supported by the regulations which follow.

(2) General Standards.

(a) Off-street parking shall be prohibited from encroaching into the public right-of-way in any case.

(b) All vehicle maneuvering shall take place on-site.

(c) Handicap parking is required subject to the State of Texas Program for the Elimination of Architectural Barriers and shall conform to the Americans Disability Act (ADA) of 1991.

(d) Parking of Recreational Vehicles (RV), travel trailers, boat trailers, or other trailers are not permitted in the front yard of any zoning district unless specifically permitted by use such as RV, Boat or Trailer Sales.

(e) Adequate ingress and egress to all parking spaces shall be provided.

(f) Any lighting used to illuminate any off-street parking area shall be so arranged as to direct the light away from the adjoining premises of any Residential Districts.

(3) Single-Family Residential Parking Standards.

(a) Required parking or driveways must be paved concrete or asphalt. An exception to this requirement may be provided by the Director of Development Services for properties zoned R-A (Residential Agricultural) or R-E (Estate Residential) provided that the portion of the driveway located within the public right-of-way is paved with concrete or asphalt.

(b) Minimum Parking Requirements:

1. There shall be a minimum of two (2) enclosed garage parking spaces in all residential zoned properties.
2. In addition, there shall be two (2) paved parking spaces provided behind the front property line.
3. Required enclosed parking spaces and driveway parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long.

(c) Circular driveways may be constructed on any residential lot with a lot width of sixty (60) feet or greater subject to approval from the Director of Engineering.

(d) Driveways shall not be constructed with a slope greater than 10%.

(4) Nonresidential and Multi-family Parking Standards.

(a) Parking spaces shall be permanently and clearly identified by stripes or other approved methods. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space.

(b) Required parking or driveways must be paved concrete or asphalt. Additional parking above the required parking may be constructed with a pervious material as approved by the Director of Engineering.

(c) Parking space requirements:

1. Required parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long.
2. A required parking space may be a minimum of nine (9) feet wide and eighteen (18) feet long when possible for a vehicle to overhang the front of a parking space that is landscaped with grass, mulch, or similar landscaping material.

3. Parallel off-street parking spaces must be a minimum of eight (8) feet wide and twenty-two (22) feet long.

(d) Parking aisle design.

1. Drive aisles that are also fire lanes shall be constructed to the adopted fire codes and amendments identified in Chapter 3 – Building Regulations.
2. Two-way drive aisles with 90 degree head-in parking shall be constructed with a minimum drive aisle width of twenty (20) feet.
3. One-way drive aisles with angled parking shall be constructed with a minimum drive aisle width of fifteen (15) feet.

(e) Off-Street Loading Areas

1. All non-residential uses having a gross floor area of 30,000 or more shall provide and maintain an off-street area for the loading and unloading of merchandise and goods.
2. Each site shall provide a designated maneuvering area for trucks.
3. No maneuvering shall take place in the right-of-way.

(f) Driveways and drive aisles shall not be constructed with a slope greater than 8%.

(5) Parking Requirements by Use.

(a) Off-street Parking Requirements.

In all zoning districts, off-street parking shall be provided for each of the uses identified herein-below at the ratios specified herein at the time any building or structure is erected, structurally altered, or at such other time when the use of the existing building is changed. The ratios specified herein shall be considered the minimum number of on-site vehicle parking spaces required.

Agricultural Uses	
General Agricultural Parking	Unless specified below, agricultural uses shall have 1 space for every employee plus parking to accommodate all vehicles, but not less than 1 parking space for every 1,000 square feet for gross floor area.
Residential Uses	
Bed and breakfast establishments	1 parking space for every guest room in addition to the parking requirements for a single-family dwelling.
Dormitories	1 parking space for every 2 beds.
Dwelling, Multifamily	Efficiency Unit: 1 parking space per unit 1 Bedroom Unit: 1.5 parking spaces per unit 2 Bedroom Unit: 2 parking spaces per unit 3 Bedroom Unit: 2.5 parking spaces per unit 4 Bedroom Unit: 3 parking spaces per unit
Dwelling, Single-family	2 enclosed garage parking spaces and 2 driveway parking spaces
Dwelling, Two-family (Duplex)	2 parking spaces per unit
Dwelling, Townhome	2 parking spaces per unit
Manufactured Home	2 parking spaces per unit
Rooming, Boarding House	1 parking space for every sleeping room
Educational and Institutional Uses	
Assisted living facility, nursing home, or institution	1 parking space for every 4 beds
Church or other place of worship	1 parking space for every 100 square feet of gross floor area in the main sanctuary.
Civic Club, Fraternal Organization,	1 parking space for every 400 square feet of gross floor

or Lodge	area.
Clinic, medical or dental	1 parking space for every 200 square feet of gross floor area
Halfway House	1 parking space for every 200 square feet of gross floor area
Hospital	1 parking space for every bed
Museum, Library, or Art Gallery	10 parking spaces plus 1 parking space for every 300 square feet of gross floor area in excess of 2,000 square feet.
Nursery, Kindergarten, or Daycare for Children	1 parking space for every 8 pupils
Schools; Elementary, High, College and Universities, Public, Private, or Denominational	Elementary, junior high, and middle schools: 2.5 parking spaces for every classroom and a minimum of 10 stacking spaces in 1 pick-up/drop-off lane. High school: 8 parking spaces per classroom College: 10 parking spaces per classroom.
Utility and Transportation Uses	
General Utility and Transportation Parking	Unless specified below, utility and transportation uses shall have 1 space for every employee plus parking to accommodate all vehicles, but not less than 1 parking space for every 1,000 square feet for gross floor area
Recreation and Entertainment Uses	
Auditorium, Sporting Arenas, Coliseum, Theater, or Amphitheater	1 parking space for every 3 seats
Commercial Amusement Centers, Indoor	1 parking space for every 200 square feet of gross floor area unless listed below: Bingo centers: 1 parking space for every 100 square feet of gross floor area Bowling alley: 5 parking spaces for every alley Indoor sporting courts: 5 parking spaces per court Indoor shooting range: 2 parking spaces for every firing lane and 10 parking spaces for every classroom Indoor swimming pool: 1 parking space for every 100 square feet of water surface and pool deck area
Commercial Amusement Centers, Outdoor	1 parking space for every 100 square feet of gross floor area unless listed below: Golf course: 5 parking spaces for every green, plus the required parking for retail, office, and other uses as applicable. Golf driving range or miniature golf: 1.5 parking spaces for every tee Outdoor shooting range: 2 parking spaces for every firing lane and 10 parking spaces for every classroom Outdoor swimming pool: 1 parking space for every 100 square feet of water surface and pool deck area Sports fields: 50 parking spaces for every field Sports courts: 5 parking spaces per court
Community Center	10 parking spaces plus 1 parking space for every 300

:

	square feet of gross floor area in excess of 2,000 square feet.
Health Club or Studio	1 parking space for every 200 square feet of gross floor area
Commercial, Retail, and Service Uses	
Automobile Car Wash	1 parking space for every employee not including parking provided for vacuum stalls. 8 stacking spaces for every car wash bay required for full service and 2 stacking spaces for every car wash bay required for self-service.
Automobile, Motorcycle, Boat, or Trailer Sales, New or Used	1 parking space for every 500 square feet of sales floor area
Automobile or Vehicle Repair	2 parking spaces for every service bay with a minimum of 5 parking spaces. Quick service requires 3 stacking spaces for each service bay.
Automobile Service Station (Fueling Station)	1 space for every 200 square feet of gross floor area. A minimum of 6 parking spaces shall be provided adjacent to the main building.
Bank, credit unions, and financial institutions; including Credit Access Business	1 parking space for every 400 square feet of gross floor area plus 5 stacking spaces for every drive-thru teller or ATM station.
Contractors, Construction Offices, or Contractors Yard	Contractors Office: 1 parking space for every 400 square feet of gross floor area. Contractors Yard: 1 parking space for every 5,000 square feet of outdoor storage area.
Food Truck Lot	1 parking space for every 100 square feet of net food truck court area. Area does not include non-occupiable areas.
Funeral Home, Mortuary, or Crematory	1 parking space for every 200 square feet of gross floor area
Hotel or Motel	1 parking space for every unit plus the required parking for retail, office, and other uses as applicable.
Laundry, Pick-up or Self-service	1 parking space for every 200 square feet of gross floor area plus 3 stacking spaces for drive-thru.
Mini-warehouse	6 parking space for every development. Parking must be located outside of the security gates and accessible to the public.
Office, any type, unless specified herein	1 parking space for every 400 square feet of gross floor area
Restaurant	1 parking space for every 150 square feet of gross floor area plus 8 stacking spaces for drive-thru service.
Retail, any type, unless specified herein	1 parking space for every 200 square feet of gross floor area
Veterinarian, Animal Hospital, Pound or Shelter	1 parking space for every 400 square feet of gross floor area
Manufacturing and Industrial Uses	
Manufacturing and Industrial Parking	Unless specified below, manufacturing and industrial uses shall have 1 space for every employee plus parking to accommodate all vehicles, but not less than 1 parking

:

	space for every 1,000 square feet for gross floor area
Machine Tools, Sales, Service, Rental, and Repair	1 parking space for every 400 square feet of gross floor area.
Outdoor Storage	1 parking space for every 5,000 square feet of outdoor storage area

(b) Rules for Calculating Parking Space Requirements.

1. Where fractional parking spaces result, the parking spaces required shall be rounded up to the nearest whole number
2. For uses shown in subsection (a) that have atypical standards or single uses which have varying parking needs depending on the function of that specific single use, an applicant may submit a parking ratio based on best/current planning and transportation practices.
    a) Parking Ratio Application Exception
        i) An applicant may submit an application for a Parking Ratio Exception
        ii) An applicant shall fully cite the sources used to derive the applicant-submitted parking ratio, possible resources include parking standards materials from the Institute of Transportation Engineers (ITE) or the American Planning Association (APA).
        iii) The Director of Development Services shall approve, modify, or deny the applicant submitted parking ratio.
        iv) See **Subsection 14.06.010 (Appeals and the Appeal Process** for the process to appeal a decision made by the Director of Development Services.

STATE OF TEXAS §

May 1, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 1, 2023.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of April 17, 2023. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Dobbs; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZENS COMMENTS**

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

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

Council Member Marroquin asked to remove item G-3, entitled "Consider Request to Temporarily Close Certain Streets for the "Cinco de Mayo Festival" on Friday, May 5, 2023," and to consider it in its regular order of business.

The Council reviewed the Consent Agenda. Council Member Stevenson moved to approve the Consent Agenda, with the exception of Item G-3, which will be considered in its regular order of business. Second by Council Member Holland. All present voted AYE.

CONSIDER REQUEST TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "CINCO DE MAYO FESTIVAL" ON FRIDAY, MAY 5, 2023 — **CLOSE STREETS CINCO DE MAYO FESTIVAL**

Council Member Marroquin asked to remove Item G-3 from Consent Agenda for discussion in its regular order of business.

He said the Hispanic Heritage Council is sponsoring the first Annual Cinco de Mayo Festival on May 5, 2023, from 6:00 pm until 10:00 pm, in downtown Sherman. He invited the Council Members and all citizens to join the fun with good food, drinks, and music.

ACTION TAKEN.

Motion by Council Member Teamann to approve the Request to temporarily close certain streets for the "Cinco de Mayo Festival" on Friday, May 5, 2023, as presented. Second by Council Member Stevenson.

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

ORD 6589 GLOBALWAFERS ENTERPRISE ZONE

Mayor Plyler introduced Ordinance No. 6589 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; DESCRIBING AVAILABILITY OF CERTAIN LOCAL INCENTIVES; DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES; AND NOMINATING GLOBALWAFERS AMERICA, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT.

Mary Lawrence, Director of Finance, explained that GlobalWafers' first application for Enterprise Zone status was rejected because the map for Enterprise Zones was updated between the time of the first application and the evaluation by the Office of the Governor.

This is working favorably for GlobalWafers, because the first zone was considered not in an Enterprise Zone. Since then, that area has been included in an Enterprise Zone, which will give them some easier thresholds to meet to receive the State incentive.

GlobalWafers has redone their application, and the City is redoing the ordinance to state that they are located in an Enterprise Zone. There is no cost to the City. It is purely a State program.

No citizens appeared before the City Council to discuss Ordinance No. 6589.

The Public Hearing was closed.

ORD 6589 GLOBALWAFERS ENTERPRISE ZONE

<u>Ordinance 6589</u>
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; DESCRIBING AVAILABILITY OF CERTAIN LOCAL INCENTIVES; DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES; AND NOMINATING GLOBALWAFERS AMERICA, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR

DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT.

ACTION TAKEN.
Motion by Council Member Teamann to adopt Ordinance No. 6589, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7059 DOWNTOWN BUILDING IMPROVEMENT GRANT (123 S. CROCKETT ST)

RESOLUTION NO. 7059 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 124 S CROCKETT STREET

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 DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 124 S CROCKETT STREET.

Nate Strauch, Community and Support Services Manager, said this project is especially exciting for downtown, because it already has a tenant attached to it.

David Downtain, RP Sherman Properties II, said he was grateful for the Council's commitment to the revitalization of the downtown. This property is at the corner of Crockett and Lamar Streets, and is known as the King Building.

They have been working with a new restaurant, and have a pretty aggressive schedule for the project. They are adding a fire suppression system and grease trap to help facilitate the project. Mr. Downtain is requesting the Downtown Building Improvement Grant to assist with the improvements.

Mr. Downtain said the restaurant will be an Italian Restaurant that hasn't formally made their announcement, but they have signed a lease, and are working on some branding. The company has had restaurants in New York for 40 years. They also have some in East Texas, but this is the farthest west they have gone. He said the name of the restaurant is La Paisa Restaurante.

Robby Hefton, City Manager, asked about the timing, or the goal of the project. Mr. Downtain said one of the most challenging issue is the utilities and the fire suppression issues.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7059, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Mayor Plyler asked that the captions of Resolutions 7060 and 7061 be read together.

RES 7060 CONVEY REAL PROPERTY (NORTH CREEK PARK ADDITION)

RESOLUTION NO. 7060 -- AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE DOCUMENTS FOR THE CONVEYANCE OF REAL PROPERTY FROM YOUNG ENTERPRISES, LP, LOCATED AT LOT 3R-A OF NORTH CREEK PARK ADDITION, AS SHOWN IN PLAT OF RECORD IN DOCUMENT NO. 2023-79, PLAT RECORDS, GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE CONTRACT DOCUMENTS FOR THE CONVEYANCE OF REAL PROPERTY FROM YOUNG ENTERPRISES, LP, LOCATED AT LOT 3R-A OF NORTH CREEK PARK ADDITION, AS SHOWN IN PLAT OF RECORD IN DOCUMENT NO. 2023-779, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

RES 7061 NORTHCREEK SUBDIVISION PARK EQUIPMENT

RESOLUTION NO. 7061 -- AUTHORIZING EXECUTION OF A CONTRACT WITH HUNTER KNEPSHIELD OF TEXAS, INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND AND PARK EQUIPMENT AT THE NORTHCREEK SUBDIVISION THROUGH THE BUYBOARD PURCHASING COOPERATIVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH HUNTER KNEPSHIELD OF TEXAS, INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND AND PARK EQUIPMENT AT THE NORTHCREEK SUBDIVISION THROUGH THE BUYBOARD PURCHASING COOPERATIVE.

Clint Philpott, Assistant City Manager, said the first resolution is for the City to sign over a deed for this property. Negotiations have been ongoing for about nine months. Young Enterprises wanted to donate some property in the Northcreek Subdivision, for a neighborhood park.

The park will not have specific parking, it is really a neighborhood park for residents to walk too. He said the project works well with the City's Master Plan.

Mr. Philpott said the Rotary Club wanted to put some money toward a playground in the park. They will help fund the playground equipment.

The second resolution is for the purchase and installation of the park equipment. He said it will be a quick turnaround from commercial property to a residential park.

Theresa Hutchinson, Parks and Recreation Manager, said the park equipment will be a playground structure for up to 47 kids, for ages 5 to 12. It will also include a swing set, some other equipment, and a 20' pavilion. They hope to have the project completed by October 2023, in conjunction with the 100th Anniversary of the Rotary Club in Sherman.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution Nos. 7060 and 7061, as presented. Second by Council Member Dobbs.

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

RES 7062 RIGHT-OF-WAY & EASEMENTS (HWY 75)

RESOLUTION NO. 7062 -- AUTHORIZING EXECUTION OF AN AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ACQUIRE RIGHT OF WAY AND EASEMENTS ALONG U.S. HIGHWAY 75 IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO ACQUIRE RIGHT OF WAY AND EASEMENTS ALONG U.S. HIGHWAY 75 IN THE CITY OF SHERMAN.

Mr. Philpott said the Texas Department of Transportation is working on the portion of Hwy 75, between FM 1417 and Texoma Parkway. They have multiple contracts to complete the three lanes south to the County line. The next phase will be for three lanes from Texoma Parkway to Hwy 82.

Part of that agreement is for the City to contribute 10% on any right-of-way or utility relocation costs. The right-of-way on this is fairly small and the City's portion should be about $50,000. Total cost for the project is about $114 million, and they are hoping to have the project designed, utilities relocated, and the right-of-way acquired so it will be ready for construction in 2025.

Funding will still need to be acquired by the State. He said they would probably ask for additional local match from the MPO, the County, and the City, to move that project ahead, in the State's schedule.

ACTION TAKEN.

Motion by Council Member Holland to approve Resolution No. 7062, as presented. Second by Council Member Howeth.

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

Mayor Plyler asked that the captions of Resolutions 7063, 7064, 7065, 7066, and 7067 be read together.

RES 7063 TERMINAL STORAGE RESERVOIR & PUMP STATION DESIGN

RESOLUTION NO. 7063 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE TERMINAL STORAGE RESERVOIR AND PUMP STATION

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

PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE TERMINAL STORAGE RESERVOIR AND PUMP STATION.

RES 7064 DOWNTOWN WASTEWATER IMPROVEMENTS PHASE 1

RESOLUTION NO. 7064 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BURGESS & NIPLE, INC. FOR THE DOWNTOWN WASTEWATER IMPROVEMENTS, PHASE 1 PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BURGESS & NIPLE, INC. FOR THE DOWNTOWN WASTEWATER IMPROVEMENTS, PHASE 1 PROJECT.

RES 7065 WASTEWATER TREATMENT & WATER REUSE MASTER PLAN PROJECT

RESOLUTION NO. 7065 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT.

RES 7066 WATER TREATMENT PLANT EXPANSION PROJECT

RESOLUTION NO. 7066 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER. LLC FOR THE DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT.

RES 7067 WATER TREATMENT PLANT-CONCENTRATE DISCHARGE & OUTFALL DESIGN

RESOLUTION NO. 7067 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT - CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT - CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES.

Wayne Lee, Director of Engineering, said there was recently a Greater Texoma Utility Authority bond approval for $117 million in project funding. The resolutions tonight would account for about $28 million being allocated.

Resolution 7063 is for about $2 million for engineering funds for the Terminal Storage Reservoir and Pump Station.

Resolution 7064 is an amendment to an existing contract with Burgess & Niple for Downtown Wastewater Improvements, Phase 1. It's about $104,000 added to their contract to complete the design. This project was funded from the TIRZ #2.

Resolution 7065 is an amendment to an existing contract with Plummer Associates, for design services at the Wastewater Treatment Plant, as they have evaluated the capacity at the plant, and the improvements that need to be made in the near future. Cost is about $11.4 million.

Resolution 7066 is an amendment to an existing service agreement with Garver, for expansion of the Water Treatment Plant. The contract is for the design of the improvements. Cost is about $14.3 million.

Resolution 7067 is an amendment to an existing service agreement with Pape-Dawson, for the concentrate that is produced through the water treatment process. Some additional engineering has been added to the work to determine a different outfall location, based on negotiations with the property owner. Cost is approximately $153,000.

Council Member Howeth verified that on Resolution 7064, the cost is only for the design, and will not impact the businesses yet. The timeline for downtown is for construction to happen after December 2023. The design will be completed sooner.

Council Member Teamann asked if the funds will be reallocated back to the TIRZ from the bond package. Mr. Hefton said they are just accumulating the funds and will be bonded against the TIRZ money. Ms. Lawrence said they had already issued the debt last year. There is about $3 million, and improvements will be constructed until they "run out of money."

Council Member Teamann questioned why the cost was so much greater on the Water Treatment Plant. Last time it cost $30 million and now it's $16 million just for the engineering. Mr. Lee discussed the difference in the projects. Tom Pruitt, Utility Engineer, outlined the construction of the new project and what it entailed. Inflation is also a factor in the additional cost. Mr. Hefton said they also need to maximize output from the well system too, and not just the Water Treatment Plant.

Council Member Marroquin asked, once the project is started, how long will it take to complete the Downtown Wastewater Improvements (Resolution 7064). Mr. Lee felt it should take less than a year to complete the project. Mr. Philpott added that there is a lot that could go wrong, because there are multiple lines, and they want to start on one line and get it completed before they start on another. Also, some of the lines are in the roadway and some are in the alley.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution Nos. 7063, 7064, 7065, 7066, and 7067, as presented. Second by Council Member Holland.

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

RES 7068 ASSIGNMENT OF WATER SERVICES AGREEMENT & TAX ABATEMENT AGREEMENT FROM PANDA SHERMAN POWER TO RAYBURN ENERGY STATION

RESOLUTION NO. 7068 -- CONSENTING TO ASSIGNMENT BY PANDA SHERMAN POWER, LLC TO RAYBURN ENERGY STATION LLC OF WATER SERVICES AGREEMENT DATED OCTOBER 26, 2011 AND TAX ABATEMENT AGREEMENT DATED OCTOBER 3, 2011 BETWEEN THE CITY OF SHERMAN, TEXAS AND PANDA SHERMAN POWER, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONSENTING TO ASSIGNMENT BY PANDA SHERMAN POWER, LLC TO RAYBURN ENERGY STATION LLC OF WATER SERVICES AGREEMENT DATED OCTOBER 26, 2011 AND TAX ABATEMENT AGREEMENT DATED OCTOBER 3, 2011 BETWEEN THE CITY OF SHERMAN, TEXAS AND PANDA SHERMAN POWER, LLC.

CONSENT AGENDA.

RES 7069 TxDOT TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM

RESOLUTION NO. 7069 -- AUTHORIZING SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FOR PROJECTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE CALL FOR PROJECTS.

CONSENT AGENDA.

RES 7070 ANNUAL SUPPLY OF WATER METERS

RESOLUTION NO. 7070 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WATER WORKS METROLOGY, LLC FOR AN ANNUAL SUPPLY OF WATER METERS FOR THE CUSTOMER AND UTILITY SERVICES DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WATER WORKS METROLOGY, LLC FOR AN ANNUAL SUPPLY OF WATER METERS FOR THE CUSTOMER AND UTILITY SERVICES DEPARTMENT.

CONSENT AGENDA.

RES 7071 WATER TREATMENT PLANT TELEHANDLER

RESOLUTION NO. 7071 -- AUTHORIZING THE PURCHASE OF A NEW GTH-5519 TELEHANDLER FROM TEREX GOVERNMENT PROGRAMS FOR THE WATER TREATMENT PLANT THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION (GSA) MULTIPLE AWARD SCHEDULE COOPERATIVE PURCHASING PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW GTH-5519 TELEHANDLER FROM TEREX GOVERNMENT

PROGRAMS FOR THE WATER TREATMENT PLANT THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION MULTIPLE AWARD SCHEDULE PURCHASING PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7072 -- AUTHORIZING THE PURCHASE OF A 2023 FRAZER TYPE I 14' MODULE AMBULANCE FOR SHERMAN FIRE-RESCUE FROM RUSH TRUCKS OF OHIO AND FRAZER LTD, THROUGH BUYBOARD — **RES 7072 AMBULANCE PURCHASE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2023 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM RUSH TRUCKS OF OHIO AND FRAZER, LTD. THROUGH BUYBOARD.
CONSENT AGENDA.

REQUEST TO ADVERTISE — **REQ TO ADVERTISE ANNUAL AUDIT**

SERVICES TO PERFORM THE ANNUAL AUDIT FOR THE PERIOD ENDING SEPTEMBER 30, 2023
The City Council approved the request to advertise for services to perform the Annual Audit for the City of Sherman, for the period ending September 30, 2023.

By Charter, the Council is required to annually appoint an independent auditor to perform a financial audit of the City. A compliance audit is also required in years when federal and state grant expenditures exceed certain amounts.

Five years ago, Pattillo, Brown & Hill, LLP was awarded the audit, based on their bid. All renewals for the services have expired and the staff will need bids for a new term.
CONSENT AGENDA.

OTHER BUSINESS
Mayor Plyler asked that the captions of Items G-1 and G-2 be read together. — **ANNEXATION SCHEDULE FOR CITY OF SHERMAN EAST STREET PROPERTY**

CONSIDER THE APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF APPROXIMATELY 78 ACRES OF LAND LOCATED NORTH OF POST OAK CREEK, SOUTH OF THREE OAKS, PHASE II, AND ALONG THE BURLINGTON SANTA FE RAILROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF APPROXIMATLEY 25.08 ACRES OF LAND LOCATED NORTH OF POST OAK CREEK, EAST OF U.S. HIGHWAY 75 AND SOUTH OF THREE OAKS, PHASE II, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN — **ANNEXATION SCHEDULE FOR THREE OAKS, PHASE III**

Mr. Philpott said these items are related to the Parks Master Plan and the development in South Sherman. The first one is the City's property that is located outside the City limits. The second one is adjacent to the future park, but a large portion is expected to be donated for Shark Tooth Park, as part of the Three Oaks Development.

If approved, both public hearings will be at the next Council Meeting. If they are annexed into the City, they can move forward with development agreements and park implementation.

ACTION TAKEN.

Motion by Council Member Teamann to approve the Annexation Scheduling Plan for the City of Sherman's East Street Property and the Annexation Scheduling Plan for Three Oaks, Phase III, as presented. Second by Deputy Mayor Stevenson.

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

COUNCIL COMMENTS **COUNCIL COMMENTS**

There were no Council comments.

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW) **EXECUTIVE SESSION**

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

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

a) Received legal advice regarding wastewater treatment agreement dated November 2, 2009 and related issues

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

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

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

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

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

a) Economic development prospect

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:32 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:23 p.m. and reconvened in Open Meeting.

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

ADJOURNMENT **ADJOURNMENT**
On Motion duly made and carried, the meeting adjourned at 6:24 p.m.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 05/15/2023
Prepared By: Jason Jeffcoat, Assistant Police Chief
Approved By: Robby Hefton, City Manager

Caption:

SPECIAL PRESENTATION
Recognizing the Heroic, Life Saving Efforts of Sherman Police Officers Kara Peters and Tyler Carroll.

Issue:

Police Chief Jason Jeffcoat will officially recognize and present awards and commendations to Sherman Police Officers Kara Peters and Tyler Carroll.

Background:

On 1/22/23, Officer Kara Peters was flagged down by a citizen driving in the 200 block of East Houston. The driver advised there was an unresponsive female in the backseat of her vehicle. Her face and hands were already blue in color. Officer Peters recognized the symptoms of a possible overdose and quickly acted by calling for backup, administering a dosage of Narcan, and removing the victim from the vehicle to begin CPR. Officer Tyler Carroll arrived and notified dispatched and responding officers of a possible overdose victim. Officer Carrol and Officer Peters took turns administering CPR and two more doses of Narcan. Prior to medical personnel arriving, the victim was resuscitated and became responsive enough to provide her name. Sherman Fire arrived shortly and transported to the hospital for further treatment.

Origination:

Police Chief Jason Jeffcoat
Executive Director of Public Safety Zachary Flores

Attachments

Officer Peters
Officer Carroll

SHERMAN POLICE DEPARTMENT

awards the

Life Saving Award

to

Officer Kara Peters

On 01/22/23, Officer Kara Peters was flagged down by a citizen driving in the 200 block of East Houston. The driver advised there was an unresponsive female in the backseat of her vehicle. Her face and hands were already blue in color. Officer Peters recognized the symptoms of a possible overdose and quickly acted by calling for backup, administering a dosage of Narcan, and removing the victim from the vehicle to begin CPR. Officer Tyler Carroll arrived and notified dispatch and responding officers of a possible overdose victim. Officer Carroll and Officer Peters took turns administering CPR and two more doses of Narcan. Prior to medical personnel arriving, the victim was resuscitated and became responsive enough to provide her name. Sherman Fire arrived shortly and transported to the hospital for further treatment.

A day later, Corporal Andrew Dutton contacted the hospital and was advised the victim was in stable condition and that the responding officers saved her life. In addition, Chief Hartsfield from Sherman Fire stated that the PD staff and their personnel played an integral part of the survival of the patient. The actions of Officer Peters and Officer Carroll not only prolonged the life of the victim but contributed to the saving of a human life.

In recognition of her actions for the saving of a human life, Officer Kara Peters is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 2nd day of May, 2023 by _____

Jason Jeffcoat, Chief of Police

SHERMAN POLICE DEPARTMENT

awards the

Life Saving Award

to

Officer Tyler Carroll

On 01/22/23, Officer Kara Peters was flagged down by a citizen driving in the 200 block of East Houston. The driver advised there was an unresponsive female in the backseat of her vehicle. Her face and hands were already blue in color. Officer Peters recognized the symptoms of a possible overdose and quickly acted by calling for backup, administering a dosage of Narcan, and removing the victim from the vehicle to begin CPR. Officer Tyler Carroll arrived and notified dispatch and responding officers of a possible overdose victim. Officer Carroll and Officer Peters took turns administering CPR and two more doses of Narcan. Prior to medical personnel arriving, the victim was resuscitated and became responsive enough to provide her name. Sherman Fire arrived shortly and transported to the hospital for further treatment.

A day later, Corporal Andrew Dutton contacted the hospital and was advised the victim was in stable condition and that the responding officers saved her life. In addition, Chief Hartsfield from Sherman Fire stated that the PD staff and their personnel played an integral part of the survival of the patient. The actions of Officer Peters and Officer Carroll not only prolonged the life of the victim but contributed to the saving of a human life.

In recognition of his actions for the saving of a human life, Officer Tyler Carroll is hereby awarded the Sherman Police Department Life Saving Award.

Awarded this 2nd day of May, 2023 by _____

Jason Jeffcoat, Chief of Police

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 05/15/2023

Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION

"Mental Health Awareness Month" – May 2023

Issue:

To present a proclamation designating May 2023 as "Mental Health Awareness Month" in Sherman

Background:

For many years, May has been designated as "National Mental Health Awareness Month" to raise awareness of mental health issues and to encourage early, effective treatment and appropriate, accessible services to all people.

Origination:

The request originated with the Texoma Behavioral Health Leadership Team.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council present a proclamation designating May 2023 as "Mental Health Awareness Month" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

Mental Health Awareness Month Proclamation

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, the area that someone lives in plays a significant role in their overall health and well-being, and

WHEREAS, surroundings can impact if, how, and when a person's needs are met, which in turn affects mental health, and

WHEREAS, having safe, stable, and healthy home conditions set the foundation for achieving and maintaining good mental health, and

WHEREAS, with early and effective interventions, those individuals with mental health conditions can recover and lead full, productive lives, and

WHEREAS, mental health conditions are real and prevalent in our nation, and

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen, shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2023

MENTAL HEALTH AWARENESS MONTH

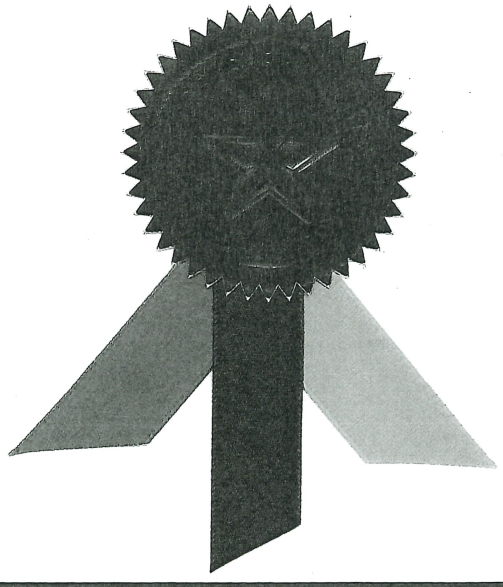
in the City of Sherman and urge all citizens, government agencies, public and private institutions, businesses, and schools in Sherman, Texas, to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 15th day of May, 2023.

_____
Mayor

ATTEST:

Linda Ashby
City Clerk



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 05/15/2023

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

G. 6. **** RESOLUTION NO. 7078***

Awarding a Bid to and Authorizing Execution of a Contract with CivicPlus, LLC, a Kansas Limited Liability Company, for Government Software Services

G. 7. **** RESOLUTION NO. 7079***

Authorizing the Purchase of two new 40YD Front Load Trucks from Bond Equipment Company for the Solid Waste Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 05/15/2023

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

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

Final Plat of Goins Addition, consisting of 0.293 acres in the G.B. Pilant Survey, Abstract 963, and currently zoned R-6 (Single Family Residential) District; Charles and Brenda Goins, Owner and Preston Trail Land Surveying, Surveyor (122 North Lee Street)

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

Replat for Sherman Fire Station #1 Addition, consisting of 1.137 acres in the Samuel Blagg Survey, Abstract 56, being a part of Lots 1 and 3, and all of Lots 2, 4, and 6, in Block 10 of the Original Town Plat and currently zoned C-1 (Retail Business) District; City of Sherman, Owner and Underwood Drafting & Surveying, Inc., Surveyor (318 South Travis Street)

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

Final Plat of Sonoma Acres, Lots 1, 2, 3, 4, Block A, consisting of 5.001 acres in the Elijah N. Deaver Survey, Abstract 358 and currently zoned R-6 (Single-Family Residential) District; Gerardo Solis, Sonoma Construction, LLC, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (801 Pleasant Home Road)

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

Replat for Stonewood Estates Block 1, Lots 21 & 22 and part of Lots 20 & 23, consisting of 1.136 acres in the K.B. McAnair Survey, Abstract 763, being part of Lot 23, all of Lots 21 and 22, and a portion of Lot 20 in Block One of the replat of Lots 20 through 29, Block One and all of Block Four Stonewood Estates and currently zoned R-6 (Single Family Residential) District; Ben Crouse, LLC, Owner; Preston Trail Land Surveying, Surveyor (320 & 328 Arapaho West Trail)

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

Replat for GlobalWafers America, LLC., consisting of 142.972 acres in the Elizabeth Jones Survey Abstract No. 625, and located in the Blalock Industrial Park PD (Planned Development) District/FM Highway 1417 Overlay District; GlobalWafers America, LLC, Owner; Kimley-Horn and Associates, Inc., Surveyor (3200 Block Northgate Drive)

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

Final Plat of Sherman Park Apartments, consisting of 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 and currently zoned MF-30 (Multi-Family Residential) District; Justin Webb, Sherman Parks Apartments, LP, Owner and Caleb Jones, Kimley-Horn and Associates, Surveyor (1300-1500 West Taylor Street)

H. 10. ***** OTHER BUSINESS***

Final Plat of Mora on First Addition, consisting of 0.191 acres in the G.B. Pilant Survey, Abstract No. 963 and currently zoned R-6 (Single Family Residential) District; M & G Homebuilders, Owner and Helvey-Wagner Surveying, Inc., Surveyor (620 and 622 South First Street)

H. 11. ***** OTHER BUSINESS***

Final Plat of Reddy Addition, consisting of 14.644 acres out of the David Harrison Survey, Abstract No. 581, A.C. Smith Survey, Abstract 1561, W.S. Thurman Survey, Abstract No. 1265 and William Milligan Survey, Abstract No. 875 and currently zoned C-2 (General Commercial) District; Himabindu Golla, Terrain Lot, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (6000 Block North Highway 75)

H. 12. ***** OTHER BUSINESS***

Replat for Aaron's Addition, consisting of 6.558 acres in the Reuben Hendrix Survey, Abstract 504 and being Lot 2, Block 1, of Aaron's Addition and currently zoned MF-30 (Multi-Family Residential) District; Avant Capital, LLC, Owner; Helvey-Wagner Surveying, Inc., Surveyor (3012 Texoma Parkway)

H. 13. *****OTHER BUSINESS***

Final Plat of Polani Addition, consisting of 0.824 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition and part of Lot 5, Block 2, J.B. Moorman's Subdivision and currently zoned R-6 (Single Family Residential) District; Muhammed Polani, LOXDON Group, Inc., Owner and Underwood Drafting & Surveying, Inc., Surveyor (208 West McLain Street)

H. 14. ***** OTHER BUSINESS***

Replat of USOW Sherman Addition, Phase Two, consisting of 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808 and currently zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; USOW, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (2450 and 2522 North Frisco Road)

H. 15. ***** OTHER BUSINESS***

Final Plat of Lange Veterinary Clinic, consisting of 1.010 acres in the J.B. McAnair Survey, Abstract 763, and currently zoned C-2 (General Commercial) District; G and S Investing, LLC, Owner, Preston Trail Land Surveying, Land Surveyor (2103 West Houston Street)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 05/15/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6590

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 78 acres Generally Located North of Post Oak Creek, South of Three Oaks, Phase II, and along the Burlington Santa Fe Railroad, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 78 acres located north of Post Oak Creek, south of Three Oaks, Phase II, and along the Burlington Santa Fe Railroad, 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 1st meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the May 15th Regular Council Meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owner, City of Sherman.

Origination:

City of Sherman

Financial Consideration:

Once developed, the majority of this area will be used as a public open space and a possible future park.

Staff Recommendation:

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 78 acres generally located north of Post Oak Creek, south of Three Oaks, Phase II, and along the Burlington Santa Fe Railroad, adjacent to the Sherman city limits and in the City of Sherman's ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6590
Annexation Schedule
Exhibit A - Legal Description
Exhibit A - Drawing
Exhibit B - Annexation Service Plan Agreement
Aerial Location Map

ORDINANCE NO. 6590

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 78 ACRES GENERALLY LOCATED NORTH OF POST OAK CREEK, SOUTH OF THREE OAKS, PHASE II, AND ALONG THE BURLINGTON SANTA FE RAILROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The City of Sherman ("Landowner") is the sole owner of real property within that certain area of land consisting of 78± acres, situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

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

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

WHEREAS, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, prior to conducting the public hearings required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

WHEREAS, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law;

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

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

SECTION 2: Annexation Service Plan Agreement. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

SECTION 3: Property Annexed. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 78± acres, situated in the Preston Kitchen Survey, Abstract No. 667; said Property is more particularly described and depicted in Exhibit A.

SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

SECTION 6: Unlawful Use. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280 ("Zoning Ordinance"), as they exist

or may be amended, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

SECTION 7: Penalty. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 10: Effective Date. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

SECTION 11: Public Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

INTRODUCED on this the 15th day of May 2023

ADOPTED on this the 15th day of May 2023

EFFECTIVE DATE on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

ANNEXATION SCHEDULING PLAN

Annexation of approximately 78 acres of land located north of Post Oak Creek, south of Three Oaks, Phase II and along the Burlington Santa Fe Railroad, adjacent to the Sherman City Limits and in the City of Sherman's extra territorial jurisdiction being more specifically described as:
City of Sherman East Street Property

Monday, May 1, 2023	City Council sets public hearing date and accepts annexation application.
Wednesday, May 3, 2023	Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.
Friday, May 5, 2023.....	Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
Thursday, May 11, 2023.....	Post notice of public hearing as required by Open Meetings Act.
Monday, May 15, 2023.....	Hold public hearing. (Regular Council Meeting)
Monday, May 15, 2023.....	Adopt ordinance. (Regular Council Meeting)

UNDERWOOD

DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION
CITY OF SHERMAN
JOB NO. 23020119

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being a retracement survey of a tract of land described in the deed to the City of Sherman, recorded in Volume 876, Page 150, Deed Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the western-most northwest corner of said City of Sherman Tract, common to the northeast corner of a called 49.497 acre tract of land described in the deed to Three Oaks Development and Construction Company, recorded in Document No. 2020-27922, Official Public Records, Grayson County, Texas, and on the southerly line of Three Oaks Addition, according to the plat thereof recorded in Document No. 2021-261, Plat Records, Grayson County, Texas;

Thence North 74°11'53" East, with a northerly line of said City of Sherman Tract, and with the southerly line of said Three Oaks Addition, a distance of 441.95 feet to a 1/2" steel rod found for the southeast corner of said Three Oaks Addition, and on the westerly side of South East Street (no record found);

Thence North 77°00'49" East, continuing with a northerly line of said City of Sherman Tract, a distance of 26.77 feet to a set 1/2" steel rod, and in South East Street;

Thence North 34°15'31" West, with a westerly line of said City of Sherman Tract, and in said South East Street, distance of 17.52 feet to a 1/2" steel rod found for the southwest corner of a called 5.29 acre tract of land described in the deed to Lynne K. Uldrich, recorded in Document No. 2019-17227, said Official Public Records;

Thence North 81°42'55" East, with a northerly line of said City of Sherman Tract, and with the southerly line of said 5.29 acre tract, distance of 372.28 feet to a set 1/2" steel rod;

Thence South 85°49'42" East, continuing with a northerly line of said City of Sherman Tract, and with the southerly line of said 5.29 acre tract, a distance of 198.65 feet to the southeast corner of said 5.29 acre tract, said point falls in a creek;

Thence with a westerly line of said City of Sherman Tract, and with the easterly line of said 5.29 acre tract, the following 11 course:

1. North 26°16'48" West, a distance of 27.45 feet to a point;
2. North 09°52'54" West, a distance of 54.45 feet to a point;
3. North 15°00'55" East, a distance of 82.45 feet to a point;
4. North 00°00'00" West, a distance of 21.81 feet to a point;
5. North 26°57'42" West, a distance of 17.99 feet to a point;
6. North 40°17'47" West, a distance of 40.71 feet to a point;
7. North 07°04'13" East, a distance of 15.33 feet to a point;
8. North 59°18'53" East, a distance of 24.96 feet to a point;
9. North 06°12'58" East, a distance of 20.50 feet to a point;
10. North 23°38'11" West, a distance of 47.11 feet to a point;
11. North 42°34'17" West, a distance of 34.81 feet to the northern-most northwest corner of said City of Sherman Tract, common to the northeast corner of said 5.29 acre tract, and on the southerly line

of a called 15.5696 acre tract of land described in the deed to Delbert D. Newjmanowski, Trustee, recorded in Volume 1367, Page 781, said Deed Records;

Thence North 88°54'29" East, with a northerly line of said City of Sherman Tract, and with the southerly line of said 15.5696 acre tract, a distance of 13.91 feet to a set 1/2" steel rod;

Thence North 74°37'29" East, continuing with a northerly line of said City of Sherman Tract, and with the southerly line of said 15.5696 acre tract, a distance of 241.66 feet to a 1/2" steel rod set for the northeast corner of said City of Sherman Tract, common to the southeast corner of said 15.5696 acre tract, and on the westerly right-of-way line of Saint Louis, San Francisco, and Texas Railroad (abandoned);

Thence South 25°15'49" East, with the easterly line of said City of Sherman Tract, and with the westerly right-of-way line of Saint Louis, San Francisco, and Texas Railroad (abandoned), a distance of 2662.62 feet to the southeast corner of said City of Sherman Tract, common to the northeast corner of a tract of land described in the deed to Thanh Trong Nguyen and Thu Thuy Pham, recorded in Document No. 2017-18222, said Official Public Records, said point falls in Post Oak Creek;

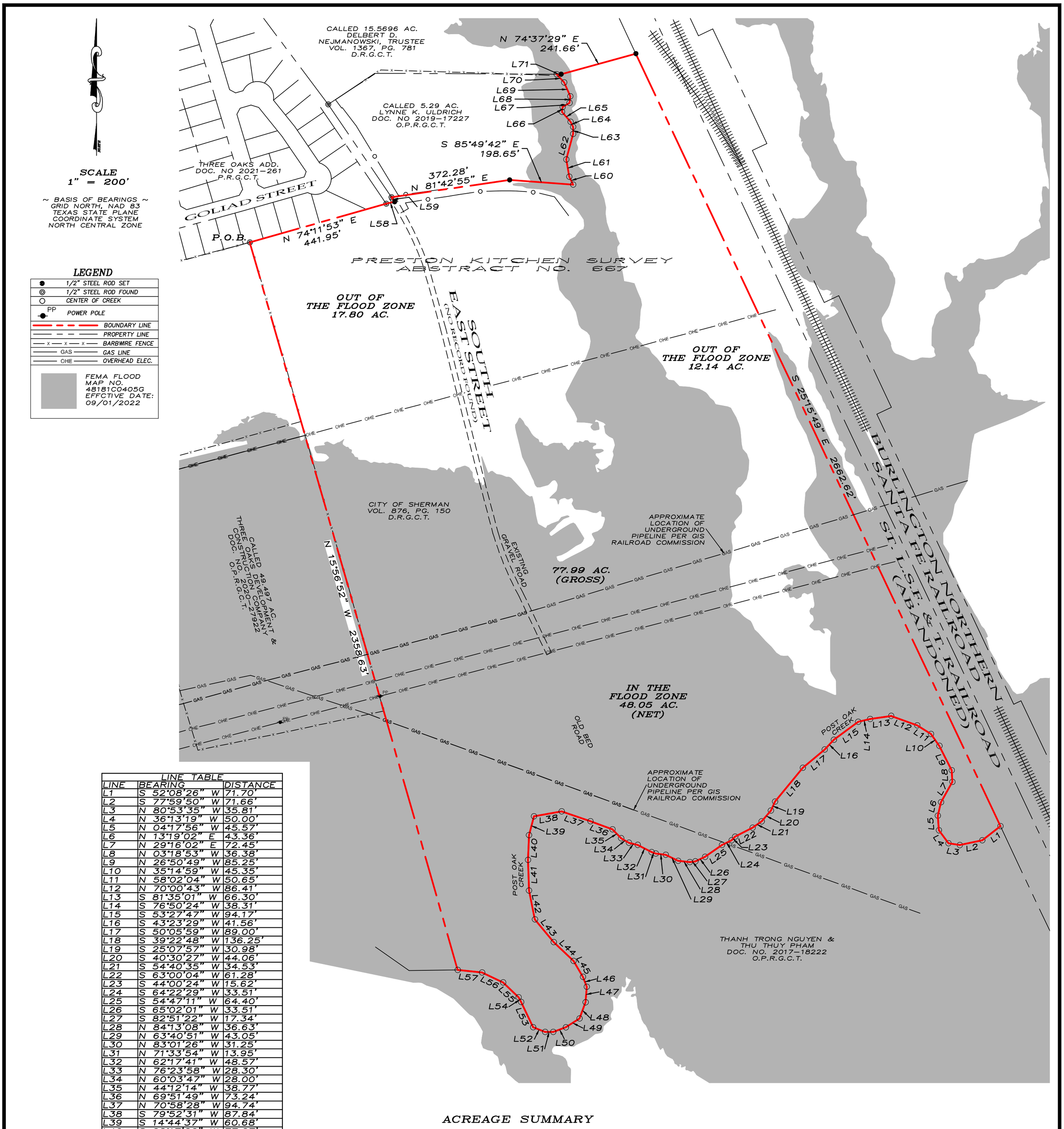
Thence with the southerly line of said City of Sherman Tract, and with the northerly line of said Nguyen Tract, and in said Post Oak Creek, the following 57 courses:

1. South 52°08'26" West, a distance of 71.70 feet to a point;
2. South 77°59'50" West, a distance of 71.66 feet to a point;
3. North 80°53'35" West, a distance of 35.81 feet to a point;
4. North 36°13'19" West, a distance of 50.00 feet to a point;
5. North 04°17'56" West, a distance of 45.57 feet to a point;
6. North 13°19'02" East, a distance of 43.36 feet to a point;
7. North 29°16'02" East, a distance of 72.45 feet to a point;
8. North 03°18'53" West, a distance of 36.38 feet to a point;
9. North 26°50'49" West, a distance of 85.25 feet to a point;
10. North 35°14'59" West, a distance of 45.35 feet to a point;
11. North 58°02'04" West, a distance of 50.65 feet to a point;
12. North 70°00'43" West, a distance of 86.41 feet to a point;
13. South 81°35'01" West, a distance of 66.30 feet to a point;
14. South 76°50'24" West, a distance of 38.31 feet to a point;
15. South 53°27'47" West, a distance of 94.17 feet to a point;
16. South 43°23'29" West, a distance of 41.56 feet to a point;
17. South 50°05'59" West, a distance of 89.00 feet to a point;
18. South 39°22'48" West, a distance of 136.25 feet to a point;
19. South 25°07'57" West, a distance of 30.98 feet to a point;
20. South 40°30'27" West, a distance of 44.06 feet to a point;
21. South 54°40'35" West, a distance of 34.53 feet to a point;
22. South 63°00'04" West, a distance of 61.28 feet to a point;
23. South 44°00'24" West, a distance of 15.62 feet to a point;
24. South 64°22'29" West, a distance of 33.51 feet to a point;
25. South 54°47'11" West, a distance of 64.40 feet to a point;
26. South 65°02'01" West, a distance of 33.51 feet to a point;
27. South 82°51'22" West, a distance of 17.34 feet to a point;
28. North 84°13'08" West, a distance of 36.63 feet to a point;
29. North 63°40'51" West, a distance of 43.05 feet to a point;
30. North 83°01'26" West, a distance of 31.25 feet to a point;
31. North 71°33'54" West, a distance of 13.95 feet to a point;

32. North 62°17'41" West, a distance of 48.57 feet to a point;
33. North 76°23'58" West, a distance of 28.30 feet to a point;
34. North 60°03'47" West, a distance of 28.00 feet to a point;
35. North 44°12'14" West, a distance of 38.77 feet to a point;
36. North 69°51'49" West, a distance of 73.24 feet to a point;
37. North 70°58'28" West, a distance of 94.74 feet to a point;
38. South 79°52'31" West, a distance of 87.84 feet to a point;
39. South 14°44'37" West, a distance of 60.68 feet to a point;
40. South 02°17'26" West, a distance of 77.27 feet to a point;
41. South 01°50'51" East, a distance of 95.79 feet to a point;
42. South 11°41'22" East, a distance of 91.46 feet to a point;
43. South 39°33'35" East, a distance of 92.14 feet to a point;
44. South 46°28'08" East, a distance of 85.20 feet to a point;
45. South 30°44'24" East, a distance of 57.67 feet to a point;
46. South 20°33'22" East, a distance of 32.98 feet to a point;
47. South 04°05'08" West, a distance of 48.47 feet to a point;
48. South 20°30'43" West, a distance of 53.98 feet to a point;
49. South 57°06'26" West, a distance of 50.65 feet to a point;
50. South 70°12'03" West, a distance of 42.13 feet to a point;
51. North 90°00'00" West, a distance of 25.25 feet to a point;
52. North 68°52'11" West, a distance of 40.02 feet to a point;
53. North 25°18'46" West, a distance of 86.98 feet to a point;
54. North 28°26'35" West, a distance of 16.85 feet to a point;
55. North 46°10'09" West, a distance of 66.89 feet to a point;
56. North 64°47'56" West, a distance of 72.53 feet to a point;
57. North 83°58'01" West, a distance of 76.44 feet to the southwest corner of said City of Sherman Tract, common to the southeast corner of aforesaid 49.497 acre tract;

Thence North 15°56'52" West, with a westerly line of said City of Sherman Tract, and with the easterly line of said 49.497 acre tract, a distance of 2358.63 feet to the Point of Beginning and containing 77.99 acres of land, more or less.

04/11/2023



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 52°08'26" W	71.70'
L2	S 77°59'50" W	71.66'
L3	N 80°53'35" W	35.81'
L4	N 36°13'19" W	50.00'
L5	N 04°17'56" W	45.57'
L6	N 13°19'02" E	43.36'
L7	N 29°16'02" E	72.45'
L8	N 03°18'53" W	36.38'
L9	N 26°50'49" W	85.25'
L10	N 35°14'59" W	45.35'
L11	N 58°02'04" W	50.65'
L12	N 70°00'43" W	86.41'
L13	S 81°35'01" W	66.30'
L14	S 76°50'24" W	38.31'
L15	S 53°27'47" W	94.17'
L16	S 43°23'29" W	41.56'
L17	S 50°05'59" W	89.00'
L18	S 39°22'48" W	136.25'
L19	S 25°07'57" W	30.98'
L20	S 40°30'27" W	44.06'
L21	S 54°40'35" W	34.53'
L22	S 63°00'04" W	61.28'
L23	S 44°00'24" W	15.62'
L24	S 64°22'29" W	33.51'
L25	S 54°47'11" W	64.40'
L26	S 65°02'01" W	33.51'
L27	S 82°51'22" W	17.34'
L28	N 84°13'08" W	36.63'
L29	N 63°40'51" W	43.05'
L30	N 83°01'26" W	31.25'
L31	N 71°33'54" W	13.95'
L32	N 62°17'41" W	48.57'
L33	N 76°23'58" W	28.30'
L34	N 60°03'47" W	28.00'
L35	N 44°12'14" W	38.77'
L36	N 69°51'49" W	73.24'
L37	N 70°58'28" W	94.74'
L38	S 79°52'31" W	87.84'
L39	S 14°44'37" W	60.68'
L40	S 02°17'26" W	77.27'
L41	S 01°50'51" E	95.79'
L42	S 11°41'22" E	91.46'
L43	S 39°33'35" E	92.14'
L44	S 46°28'08" E	85.20'
L45	S 30°44'24" E	57.67'
L46	S 20°33'22" E	32.98'
L47	S 04°05'08" W	48.47'
L48	S 20°30'43" W	53.98'
L49	S 57°06'26" W	50.65'
L50	S 70°12'03" W	42.13'
L51	N 90°00'00" W	25.25'
L52	N 68°52'11" W	40.02'
L53	N 25°18'46" W	86.98'
L54	N 28°26'35" W	16.85'
L55	N 46°10'09" W	66.89'
L56	N 64°47'56" W	72.53'
L57	N 83°58'01" W	76.44'
L58	N 77°00'49" E	26.77'
L59	N 34°15'31" W	17.52'
L60	N 26°16'48" W	27.45'
L61	N 09°52'54" W	54.45'
L62	N 15°00'55" E	82.45'
L63	N 00°00'00" W	21.81'
L64	N 26°57'42" W	17.99'
L65	N 40°17'47" W	40.71'
L66	N 07°04'13" E	15.33'
L67	N 59°18'53" E	24.96'
L68	N 06°12'58" E	20.50'
L69	N 23°38'11" W	47.11'
L70	N 42°34'17" W	34.81'
L71	N 88°54'29" E	13.91'

ACREAGE SUMMARY

OUT OF THE FLOOD ZONE	17.80 AC.
OUT OF THE FLOOD ZONE	12.14 AC.
IN THE FLOOD ZONE (NET)	48.05 AC.
TOTAL (GROSS)	77.99 AC.

SEE LEGAL ATTACHED

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2023
Underwood Drafting & Surveying, Inc.
All rights reserved.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/23

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 23020119 COS
FW: HC – DFT: BH

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and CITY OF SHERMAN, TEXAS, a home-rule municipality ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 77.99± acres, situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into

the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

(a) Police Services.

(i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(b) Fire Services.

(i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and

regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will

be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

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

10. **Release. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement**.

18. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental

powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

Attested to by:

_____
Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy,
Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

CITY OF SHERMAN, TEXAS, a home-rule municipality, Property Owner

By: _____
Printed Name: Robby Hefton
Title: 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 _____, 2023.

_____
Notary Public, State of Texas
My Commission Expires:_____

Exhibit A

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being a retracement survey of a tract of land described in the deed to the City of Sherman, recorded in Volume 876, Page 150, Deed Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the western-most northwest corner of said City of Sherman Tract, common to the northeast corner of a called 49.497 acre tract of land described in the deed to Three Oaks Development and Construction Company, recorded in Document No. 2020-27922, Official Public Records, Grayson County, Texas, and on the southerly line of Three Oaks Addition, according to the plat thereof recorded in Document No. 2021-261, Plat Records, Grayson County, Texas;

Thence North 74°11'53" East, with a northerly line of said City of Sherman Tract, and with the southerly line of said Three Oaks Addition, a distance of 441.95 feet to a 1/2" steel rod found for the southeast corner of said Three Oaks Addition, and on the westerly side of South East Street (no record found);

Thence North 77°00'49" East, continuing with a northerly line of said City of Sherman Tract, a distance of 26.77 feet to a set 1/2” steel rod, and in South East Street;

Thence North 34°15'31" West, with a westerly line of said City of Sherman Tract, and in said South East Street, distance of 17.52 feet to a 1/2” steel rod found for the southwest corner of a called 5.29 acre tract of land described in the deed to Lynne K. Uldrich, recorded in Document No. 2019-17227, said Official Public Records;

Thence North 81°42'55" East, with a northerly line of said City of Sherman Tract, and with the southerly line of said 5.29 acre tract, distance of 372.28 feet to a set 1/2” steel rod;

Thence South 85°49'42" East, continuing with a northerly line of said City of Sherman Tract, and with the southerly line of said 5.29 acre tract, a distance of 198.65 feet to the southeast corner of said 5.29 acre tract, said point falls in a creek;

Thence with a westerly line of said City of Sherman Tract, and with the easterly line of said 5.29 acre tract, the following 11 course:

1. North 26°16'48" West, a distance of 27.45 feet to a point;
2. North 09°52'54" West, a distance of 54.45 feet to a point;
3. North 15°00'55" East, a distance of 82.45 feet to a point;
4. North 00°00'00" West, a distance of 21.81 feet to a point;
5. North 26°57'42" West, a distance of 17.99 feet to a point;
6. North 40°17'47" West, a distance of 40.71 feet to a point;
7. North 07°04'13" East, a distance of 15.33 feet to a point;
8. North 59°18'53" East, a distance of 24.96 feet to a point;
9. North 06°12'58" East, a distance of 20.50 feet to a point;
10. North 23°38'11" West, a distance of 47.11 feet to a point;
11. North 42°34'17" West, a distance of 34.81 feet to the northern-most northwest corner of said City of Sherman Tract, common to the northeast corner of said 5.29 acre tract, and on the southerly line of a called 15.5696 acre tract of land described in the deed to Delbert D. Newjmanowski, Trustee, recorded in Volume 1367, Page 781, said Deed Records;

Thence North 88°54'29" East, with a northerly line of said City of Sherman Tract, and with the southerly line of said 15.5696 acre tract, a distance of 13.91 feet to a set 1/2” steel rod;

Thence North 74°37'29" East, continuing with a northerly line of said City of Sherman Tract, and with the southerly line of said 15.5696 acre tract, a distance of 241.66 feet to a 1/2” steel rod set for the northeast

corner of said City of Sherman Tract, common to the southeast corner of said 15.5696 acre tract, and on the westerly right-of-way line of Saint Louis, San Francisco, and Texas Railroad (abandoned);

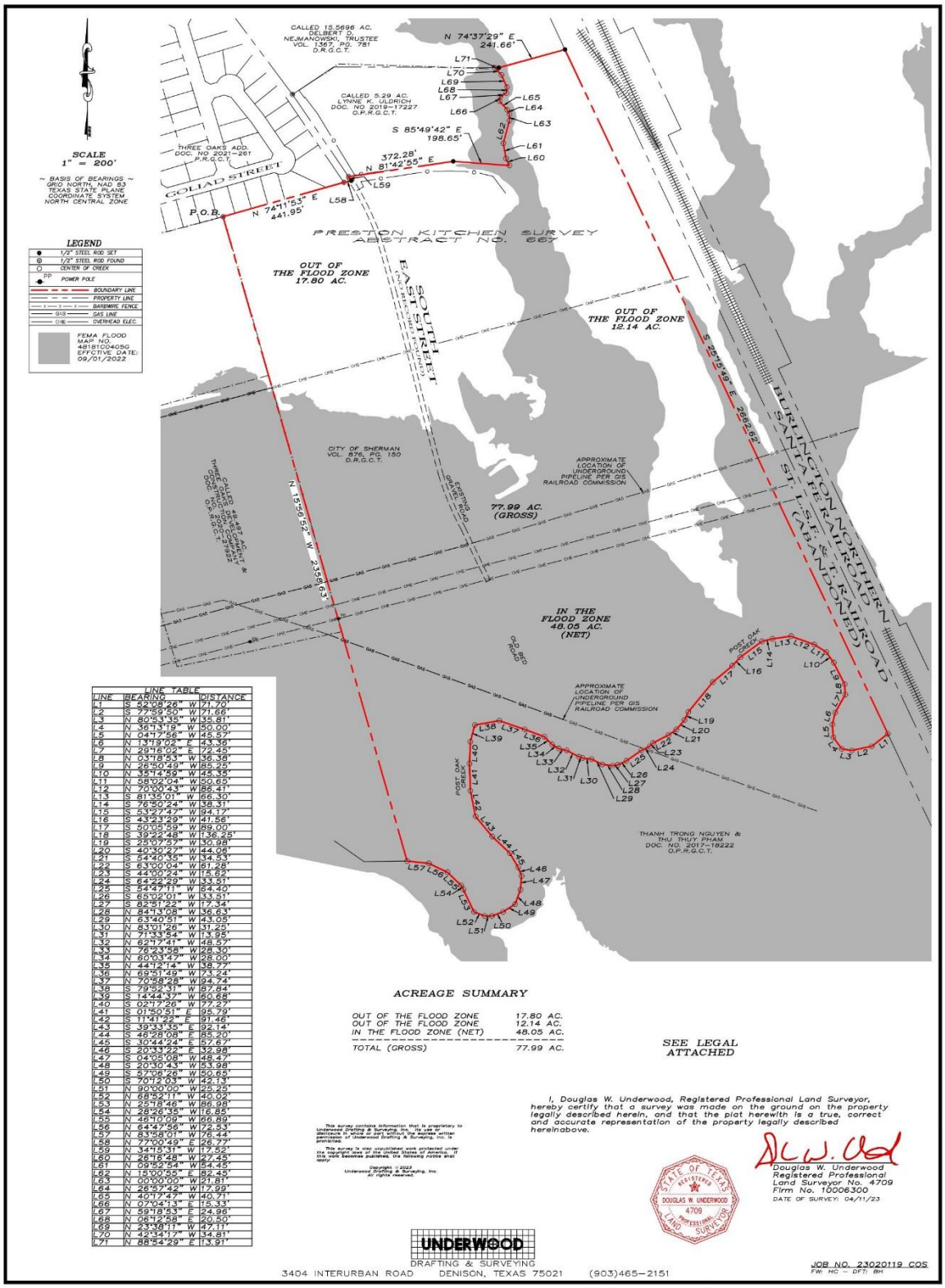
Thence South 25°15'49" East, with the easterly line of said City of Sherman Tract, and with the westerly right-of-way line of Saint Louis, San Francisco, and Texas Railroad (abandoned), a distance of 2662.62 feet to the southeast corner of said City of Sherman Tract, common to the northeast corner of a tract of land described in the deed to Thanh Trong Nguyen and Thu Thuy Pham, recorded in Document No. 2017-18222, said Official Public Records, said point falls in Post Oak Creek;

Thence with the southerly line of said City of Sherman Tract, and with the northerly line of said Nguyen Tract, and in said Post Oak Creek, the following 57 courses:

1. South 52°08'26" West, a distance of 71.70 feet to a point;
2. South 77°59'50" West, a distance of 71.66 feet to a point;
3. North 80°53'35" West, a distance of 35.81 feet to a point;
4. North 36°13'19" West, a distance of 50.00 feet to a point;
5. North 04°17'56" West, a distance of 45.57 feet to a point;
6. North 13°19'02" East, a distance of 43.36 feet to a point;
7. North 29°16'02" East, a distance of 72.45 feet to a point;
8. North 03°18'53" West, a distance of 36.38 feet to a point;
9. North 26°50'49" West, a distance of 85.25 feet to a point;
10. North 35°14'59" West, a distance of 45.35 feet to a point;
11. North 58°02'04" West, a distance of 50.65 feet to a point;
12. North 70°00'43" West, a distance of 86.41 feet to a point;
13. South 81°35'01" West, a distance of 66.30 feet to a point;
14. South 76°50'24" West, a distance of 38.31 feet to a point;
15. South 53°27'47" West, a distance of 94.17 feet to a point;
16. South 43°23'29" West, a distance of 41.56 feet to a point;
17. South 50°05'59" West, a distance of 89.00 feet to a point;
18. South 39°22'48" West, a distance of 136.25 feet to a point;
19. South 25°07'57" West, a distance of 30.98 feet to a point;
20. South 40°30'27" West, a distance of 44.06 feet to a point;
21. South 54°40'35" West, a distance of 34.53 feet to a point;
22. South 63°00'04" West, a distance of 61.28 feet to a point;
23. South 44°00'24" West, a distance of 15.62 feet to a point;
24. South 64°22'29" West, a distance of 33.51 feet to a point;
25. South 54°47'11" West, a distance of 64.40 feet to a point;
26. South 65°02'01" West, a distance of 33.51 feet to a point;
27. South 82°51'22" West, a distance of 17.34 feet to a point;
28. North 84°13'08" West, a distance of 36.63 feet to a point;
29. North 63°40'51" West, a distance of 43.05 feet to a point;
30. North 83°01'26" West, a distance of 31.25 feet to a point;
31. North 71°33'54" West, a distance of 13.95 feet to a point;
32. North 62°17'41" West, a distance of 48.57 feet to a point;
33. North 76°23'58" West, a distance of 28.30 feet to a point;
34. North 60°03'47" West, a distance of 28.00 feet to a point;
35. North 44°12'14" West, a distance of 38.77 feet to a point;
36. North 69°51'49" West, a distance of 73.24 feet to a point;
37. North 70°58'28" West, a distance of 94.74 feet to a point;
38. South 79°52'31" West, a distance of 87.84 feet to a point;
39. South 14°44'37" West, a distance of 60.68 feet to a point;
40. South 02°17'26" West, a distance of 77.27 feet to a point;
41. South 01°50'51" East, a distance of 95.79 feet to a point;
42. South 11°41'22" East, a distance of 91.46 feet to a point;
43. South 39°33'35" East, a distance of 92.14 feet to a point;
44. South 46°28'08" East, a distance of 85.20 feet to a point;

45. South 30°44'24" East, a distance of 57.67 feet to a point;
46. South 20°33'22" East, a distance of 32.98 feet to a point;
47. South 04°05'08" West, a distance of 48.47 feet to a point;
48. South 20°30'43" West, a distance of 53.98 feet to a point;
49. South 57°06'26" West, a distance of 50.65 feet to a point;
50. South 70°12'03" West, a distance of 42.13 feet to a point;
51. North 90°00'00" West, a distance of 25.25 feet to a point;
52. North 68°52'11" West, a distance of 40.02 feet to a point;
53. North 25°18'46" West, a distance of 86.98 feet to a point;
54. North 28°26'35" West, a distance of 16.85 feet to a point;
55. North 46°10'09" West, a distance of 66.89 feet to a point;
56. North 64°47'56" West, a distance of 72.53 feet to a point;
57. North 83°58'01" West, a distance of 76.44 feet to the southwest corner of said City of Sherman Tract, common to the southeast corner of aforesaid 49.497 acre tract;

Thence North 15°56'52" West, with a westerly line of said City of Sherman Tract, and with the easterly line of said 49.497 acre tract, a distance of 2358.63 feet to the Point of Beginning and containing 77.99 acres of land, more or less.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 52°08'26" W	71.70'
L2	S 77°59'50" W	71.66'
L3	N 80°53'35" W	35.81'
L4	N 36°13'19" W	50.00'
L5	N 04°17'56" W	45.57'
L6	N 13°19'02" E	43.38'
L7	N 29°16'02" E	72.45'
L8	N 03°18'53" W	36.38'
L9	N 26°50'49" W	85.28'
L10	N 35°14'59" W	45.38'
L11	N 58°02'04" W	50.65'
L12	N 70°00'43" W	86.41'
L13	S 81°35'01" W	66.30'
L14	S 76°50'24" W	38.31'
L15	S 53°27'47" W	94.17'
L16	S 43°23'29" W	41.56'
L17	S 50°05'59" W	89.00'
L18	S 39°22'48" W	136.25'
L19	S 25°07'57" W	30.98'
L20	S 40°30'27" W	44.06'
L21	S 54°40'35" W	34.53'
L22	S 63°00'04" W	61.26'
L23	S 44°00'24" W	15.62'
L24	S 64°22'29" W	33.51'
L25	S 54°47'11" W	64.40'
L26	S 65°02'01" W	33.51'
L27	S 82°51'22" W	17.34'
L28	N 84°13'08" W	36.63'
L29	N 63°40'51" W	43.05'
L30	N 83°01'26" W	31.22'
L31	N 71°33'54" W	13.95'
L32	N 62°17'41" W	48.57'
L33	N 78°23'58" W	28.30'
L34	N 60°03'47" W	28.00'
L35	N 44°12'14" W	38.77'
L36	N 69°51'49" W	73.24'
L37	N 70°58'28" W	94.74'
L38	S 79°52'31" W	87.84'
L39	S 14°44'37" W	60.68'
L40	S 02°17'26" W	77.27'
L41	S 01°50'51" E	95.79'
L42	S 11°41'22" E	91.46'
L43	S 39°33'35" E	92.14'
L44	S 46°28'08" E	85.20'
L45	S 30°44'24" E	57.67'
L46	S 20°13'22" E	32.98'
L47	S 04°05'08" W	48.47'
L48	S 20°30'43" W	53.98'
L49	S 57°06'26" W	50.65'
L50	S 70°12'03" W	42.13'
L51	N 90°00'00" W	25.25'
L52	N 68°52'11" W	40.02'
L53	N 25°18'46" W	86.98'
L54	N 28°26'35" W	16.85'
L55	N 48°10'09" W	86.89'
L56	N 64°47'56" W	72.53'
L57	N 83°58'01" W	76.44'
L58	N 77°00'49" E	26.79'
L59	N 34°15'31" W	17.52'
L60	N 28°16'48" W	27.45'
L61	N 09°52'54" W	54.45'
L62	N 15°00'55" E	82.45'
L63	N 00°00'00" W	21.81'
L64	N 28°57'42" W	17.99'
L65	N 40°17'47" W	40.71'
L66	N 07°04'13" E	15.33'
L67	N 59°18'53" E	24.96'
L68	N 08°12'58" E	20.50'
L69	N 23°38'11" W	47.11'
L70	N 42°34'17" W	34.81'
L71	N 88°54'29" E	13.91'

ACREAGE SUMMARY

OUT OF THE FLOOD ZONE	17.80 AC.
OUT OF THE FLOOD ZONE	12.14 AC.
IN THE FLOOD ZONE (NET)	48.05 AC.
TOTAL (GROSS)	77.99 AC.

SEE LEGAL ATTACHED

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This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

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All rights reserved.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

Douglas W. Underwood
Registered Professional Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/23

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

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 23020119 COS
FW: HC – DFT: BH

CROCKETT
COTTAGE
SHERMAN
SAN JACINTO
ALAMO
SIDNEY
EAST
MEADOW VIEW
GOLIAD
MILLER
TRAVIS
CROCKETT
AYERS
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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 05/15/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6591

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 25.08 acres Generally Located North of Post Oak Creek, East of U.S. Highway 75 and South of Three Oaks, Phase II, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 25.08 acres located north of Post Oak Creek, east of U.S. Highway 75 and south of Three Oaks, Phase II, 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 1st meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the May 15th Regular Council Meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owner, Three Oaks Development and Construction.

Origination:

City of Sherman

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about $85,000 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 25.08 acres generally located north of Post Oak Creek, east of U.S. Highway 75 and south of Three Oaks, Phase II, adjacent to the Sherman city limits and in the City of Sherman's ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6591
Request for Annexation
Annexation Schedule
Exhibit A - Legal Description
Exhibit A - Drawing
Exhibit B - Annexation Service Plan Agreement
Aerial Location Map

ORDINANCE NO. 6591

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 25.08 ACRES GENERALLY LOCATED NORTH OF POST OAK CREEK, EAST OF U.S. HIGHWAY 75 AND SOUTH OF THREE OAKS, PHASE II, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The Three Oaks Development and Construction ("Landowner") is the sole owner of real property within that certain area of land consisting of 25.08± acres, situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

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

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

WHEREAS, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, prior to conducting the public hearings required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

WHEREAS, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law;

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

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

SECTION 2: Annexation Service Plan Agreement. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

SECTION 3: Property Annexed. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 25.08± acres, situated in the Preston Kitchen Survey, Abstract No. 667; said Property is more particularly described and depicted in Exhibit A.

SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

SECTION 6: Unlawful Use. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280 ("Zoning Ordinance"), as they exist

or may be amended, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

SECTION 7: Penalty. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 10: Effective Date. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

SECTION 11: Public Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

INTRODUCED on this the 15th day of May 2023

ADOPTED on this the 15th day of May 2023

EFFECTIVE DATE on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Doan, Amber

From: Kirk Allen <kirkallen@yahoo.com>
Sent: Thursday, April 20, 2023 1:07 PM
To: Doan, Amber
Subject: Annexation request, survey coming from Underwood today

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

Amber,

Please accept this email as a formal request for annexation of the Three Oaks parcel identified on separate survey from Underwood Drafting and Surveying.

Previously we had annexed the northern portion but IAW our development plans and a possible park option we wish to include the entire parcel (+/- 49 acres in total) into the city limits.

Thank you,

Kirk Allen
Three Oaks Development and Construction Company

ANNEXATION SCHEDULING PLAN

Annexation of approximately 25.08 acres of land adjacent to the city limits, located North of Post Oak Creek, East of U.S. Highway 75 and South of Post of Three Oaks Phase II,
being more specifically described as:
Three Oaks Phase III

Monday, May 1, 2023	City Council sets public hearing date and accepts annexation application.
Wednesday, May 3, 2023	Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.
Friday, May 5, 2023.....	Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
Thursday, May 11, 2023	Post notice of public hearing as required by Open Meetings Act.
Monday, May 15, 2023.....	Hold public hearing. (Regular Council Meeting)
Monday, May 15, 2023.....	Adopt ordinance. (Regular Council Meeting)

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchens Survey, Abstract No. 667, and being a part of that tract of land described as 50.908 acres conveyed to Harold and Patsy Falk by deed recorded in Volume 1616, Page 664, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the northwest corner of that Tract of land conveyed to the City of Sherman, Recorded in Volume 876, Page 150, Deed Records, Grayson County, Texas;

Thence South 15°56'52" East, with the west line of said City of Sherman, tract a distance of 829.25 feet to the Point-of-Beginning;

Thence South 15°56'52" East, and continuing with said west line a distance of 1529.38 feet to a point in the center of Choctaw Creek;

Thence the Following Calls and Distances with the center of said Choctaw Creek:

South 89°25'08" West a distance of 151.42 feet to a point in said creek;
North 55°13'20" West a distance of 169.20 feet to a point in said creek;
North 71°56'22" West a distance of 93.39 feet to a point in said creek;
North 39°01'10" West a distance of 144.10 feet to a point in said creek;
North 64°01'32" West a distance of 83.74 feet to a point in said creek;
North 27°35'50" West a distance of 95.83 feet to a point in said creek;
North 01°18'07" East a distance of 84.95 feet to a point in said creek;
North 46°44'09" East a distance of 45.06 feet to a point in said creek;
North 25°27'48" East a distance of 44.90 feet to a point in said creek;
North 08°31'51" West a distance of 39.04 feet to a point in said creek;
North 35°45'14" West a distance of 59.46 feet to a point in said creek;
North 82°52'30" West a distance of 93.37 feet to a point in said creek;
South 52°31'26" West a distance of 72.97 feet to a point in said creek;
South 13°34'14" West a distance of 57.59 feet to a point in said creek;
South 82°41'39" West a distance of 75.90 feet to a point in said creek;
North 71°04'31" West a distance of 71.42 feet to a point in said creek;
North 88°59'42" West a distance of 110.04 feet to a point in said creek;
South 81°58'16" West a distance of 115.74 feet to a point in said creek;
South 47°34'45" West a distance of 94.79 feet to a point in said creek;
South 08°07'48" West a distance of 136.49 feet to a point in said creek;
South 58°19'28" West a distance of 66.63 feet to a point in said creek;
North 84°41'14" West a distance of 71.68 feet to a point in said creek;
North 70°20'46" West a distance of 125.71 feet to a point in said creek;
North 47°12'09" West a distance of 62.23 feet to a point in said creek;
North 68°25'43" West a distance of 78.20 feet to a point in said creek;
North 16°25'04" West a distance of 81.52 feet to a point in said creek;
North 10°57'15" East a distance of 97.52 feet to a point in said creek;
North 77°07'30" East a distance of 110.88 feet to a point in said creek;
North 69°13'40" East a distance of 95.79 feet to a point in said creek;
North 13°29'45" East a distance of 79.40 feet to a point in said creek;
North 13°29'45" West a distance of 79.40 feet to a point in said creek;
North 60°15'18" West a distance of 74.70 feet to a point in said creek;
North 30°04'07" West a distance of 67.80 feet to a point in said creek;

North 12°43'28" West a distance of 31.73 feet to a point in said creek;

Thence North 74°20'16" East leaving said creek and continuing with a barbwire fence a distance of 548.73 feet to a metal fence post;

Thence North 16°22'48" West a distance of 251.25 feet with a barbwire fence to a point;

Thence North 74°03'08" East a distance of 620.56 feet to the Point of Beginning and containing 25.08 acres of land.

JOB NO. 20080650
FW: HC — DFT: BAU

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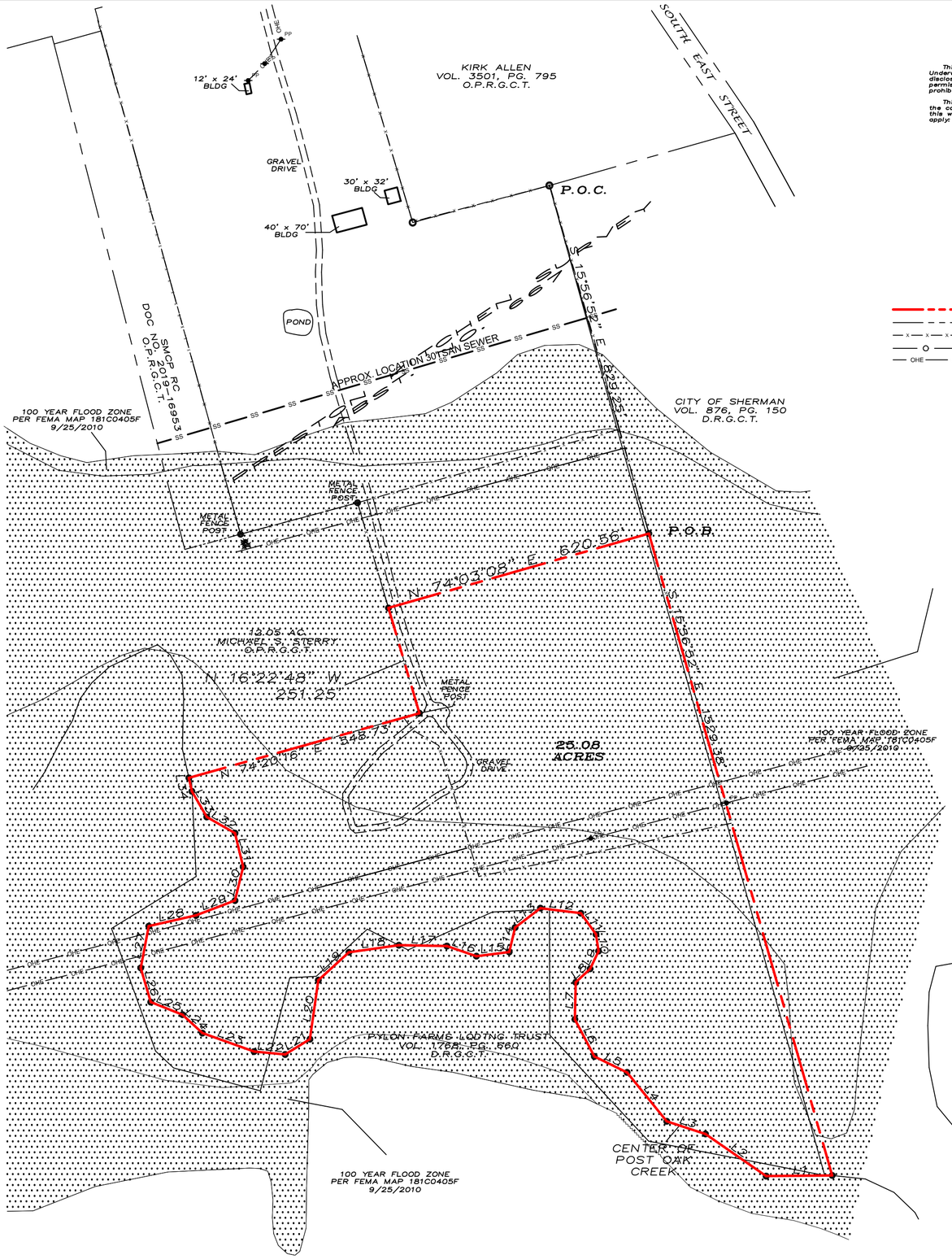

LEGEND

- 1/2" STEEL ROD SET
- POINT IN CREEK
- 1/2" STEEL ROD FOUND
- PP — POWER POLE
- BOUNDARY LINE
- PROPERTY LINE
- BARBWIRE FENCE
- CHAINLINK FENCE
- OHE — OVERHEAD ELECTRIC LINE

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

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°25'08" W	151.42'
L2	N 55°13'20" W	169.20'
L3	N 71°56'22" W	93.39'
L4	N 39°01'10" W	144.10'
L5	N 64°01'32" W	83.74'
L6	N 27°35'50" W	95.83'
L7	N 01°18'07" E	84.95'
L8	N 46°44'09" E	45.06'
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L11	N 35°45'14" W	59.46'
L12	N 82°52'30" W	93.37'
L13	S 52°31'26" W	72.97'
L14	S 13°34'14" W	57.59'
L15	S 82°41'39" W	75.90'
L16	N 71°04'31" W	71.42'
L17	N 88°59'42" W	110.04'
L18	S 81°58'16" W	115.74'
L19	S 47°34'45" W	94.79'
L20	S 08°07'48" W	136.49'
L21	S 58°19'28" W	66.63'
L22	N 84°41'14" W	71.68'
L23	N 70°20'46" W	125.71'
L24	N 47°12'09" W	62.23'
L25	N 68°25'43" W	78.20'
L26	N 16°25'04" W	81.52'
L27	N 10°57'15" E	97.52'
L28	N 77°07'30" E	110.88'
L29	N 69°13'40" E	95.79'
L30	N 13°29'45" E	79.40'
L31	N 13°29'45" W	79.40'
L32	N 60°15'18" W	74.70'
L33	N 30°04'07" W	67.80'
L34	N 12°43'28" W	31.73'

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchens Survey, Abstract No. 667, and being a part of that tract of land described as 50.908 acres conveyed to Harold and Patsy Falk by deed recorded in Volume 1616, Page 664, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the northwest corner of that Tract of land conveyed to the City of Sherman, Recorded in Volume 876, Page 150, Deed Records, Grayson County, Texas;

Thence South 15°56'52" East, with the west line of said City of Sherman, tract a distance of 829.25 feet to to the Point—of—Beginning;

Thence South 15°56'52" East, and continuing with said west line a distance of 1529.38 feet to a point in the center of Choctaw Creek;

Thence the Following Calls and Distances with the center of said Choctaw Creek:
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North 71°56'22" West a distance of 93.39 feet to a point in said creek;
North 39°01'10" West a distance of 144.10 feet to a point in said creek;
North 64°01'32" West a distance of 83.74 feet to a point in said creek;
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North 69°13'40" East a distance of 95.79 feet to a point in said creek;
North 13°29'45" East a distance of 79.40 feet to a point in said creek;
North 13°29'45" West a distance of 79.40 feet to a point in said creek;
North 60°15'18" West a distance of 74.70 feet to a point in said creek;
North 30°04'07" West a distance of 67.80 feet to a point in said creek;
North 12°43'28" West a distance of 31.73 feet to a point in said creek;

Thence North 74°20'16" East leaving said creek and continuing with a barbwire fence a distance of 548.73 feet to a metal fence post;

Thence North 16°22'48" West a distance of 251.25 feet with a barbwire fence to a point;

Thence North 74°03'08" East a distance of 620.56 feet to the Point of Beginning and containing 25.08 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/20/23

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465—2151

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and THREE OAKS DEVELOPMENT AND CONSTRUCTION ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 25.08± acres, situated in the Preston Kitchens Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and it citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into

the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

(a) Police Services.

(i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(b) Fire Services.

(i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and

regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will

be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

THREE OAKS DEVELOPMENT AND CONSTRUCTION
Attn: Kirk Allen
1313 W. Washington
Sherman, Texas 75092
Telephone: (972) 672-7793
Email: kirkallen@yahoo.com

10. **Release. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law

principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement**.

18. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

Attested to by:

_____
Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

THREE OAKS DEVELOPMENT AND CONSTRUCTION

By: _____
Printed Name: Kirk D. Allen
Title: President
Date: 4/20/23

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 _____, 2023.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **KIRK ALLEN,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 20th day of April, 2023.

Amber Doan
_____
Notary Public, State of Texas
My Commission Expires: 09/12/2024

AMBER DOAN
Notary Public, State of Texas
Comm. Expires 09-12-2024
Notary ID 12467837-6

Exhibit A

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchens Survey, Abstract No. 667, and being a part of that tract of land described as 50.908 acres conveyed to Harold and Patsy Falk by deed recorded in Volume 1616, Page 664, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the northwest corner of that Tract of land conveyed to the City of Sherman, Recorded in Volume 876, Page 150, Deed Records, Grayson County, Texas;

Thence South 15°56'52" East, with the west line of said City of Sherman, tract a distance of 829.25 feet to the Point-of-Beginning;

Thence South 15°56'52" East, and continuing with said west line a distance of 1529.38 feet to a point in the center of Choctaw Creek;

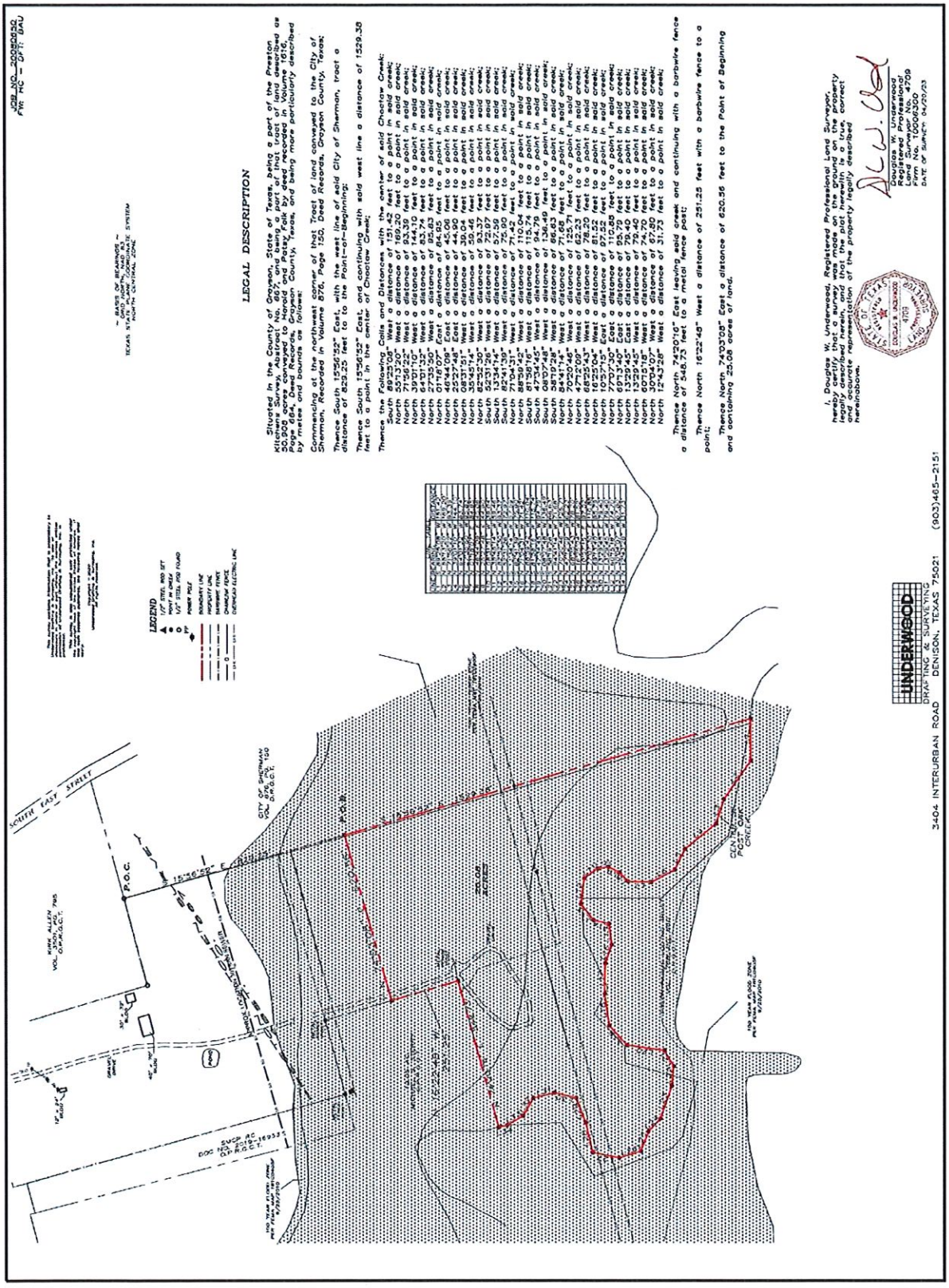
Thence the Following Calls and Distances with the center of said Choctaw Creek:
South 89°25'08" West a distance of 151.42 feet to a point in said creek;
North 55°13'20" West a distance of 169.20 feet to a point in said creek;
North 71°56'22" West a distance of 93.39 feet to a point in said creek;
North 39°01'10" West a distance of 144.10 feet to a point in said creek;
North 64°01'32" West a distance of 83.74 feet to a point in said creek;
North 27°35'50" West a distance of 95.83 feet to a point in said creek;
North 01°18'07" East a distance of 84.95 feet to a point in said creek;
North 46°44'09" East a distance of 45.06 feet to a point in said creek;
North 25°27'48" East a distance of 44.90 feet to a point in said creek;
North 08°31'51" West a distance of 39.04 feet to a point in said creek;
North 35°45'14" West a distance of 59.46 feet to a point in said creek;
North 82°52'30" West a distance of 93.37 feet to a point in said creek;
South 52°31'26" West a distance of 72.97 feet to a point in said creek;
South 13°34'14" West a distance of 57.59 feet to a point in said creek;
South 82°41'39" West a distance of 75.90 feet to a point in said creek;
North 71°04'31" West a distance of 71.42 feet to a point in said creek;
North 88°59'42" West a distance of 110.04 feet to a point in said creek;
South 81°58'16" West a distance of 115.74 feet to a point in said creek;
South 47°34'45" West a distance of 94.79 feet to a point in said creek;
South 08°07'48" West a distance of 136.49 feet to a point in said creek;
South 58°19'28" West a distance of 66.63 feet to a point in said creek;
North 84°41'14" West a distance of 71.68 feet to a point in said creek;
North 70°20'46" West a distance of 125.71 feet to a point in said creek;
North 47°12'09" West a distance of 62.23 feet to a point in said creek;
North 68°25'43" West a distance of 78.20 feet to a point in said creek;
North 16°25'04" West a distance of 81.52 feet to a point in said creek;
North 10°57'15" East a distance of 97.52 feet to a point in said creek;
North 77°07'30" East a distance of 110.88 feet to a point in said creek;
North 69°13'40" East a distance of 95.79 feet to a point in said creek;
North 13°29'45" East a distance of 79.40 feet to a point in said creek;

North 13°29'45" West a distance of 79.40 feet to a point in said creek;
North 60°15'18" West a distance of 74.70 feet to a point in said creek;
North 30°04'07" West a distance of 67.80 feet to a point in said creek;
North 12°43'28" West a distance of 31.73 feet to a point in said creek;

Thence North 74°20'16" East leaving said creek and continuing with a barbwire fence a distance of 548.73 feet to a metal fence post;

Thence North 16°22'48" West a distance of 251.25 feet with a barbwire fence to a point;

Thence North 74°03'08" East a distance of 620.56 feet to the Point of Beginning and containing 25.08 acres of land.


JOB NO. 20060630
FW: HC — DFT: BAU
LEGAL DESCRIPTION
Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchens Survey, Abstract No. 867, and being a part of that tract of land described as 50.00 acres in a deed from Ruth Ann Kirk Allen to Kirk Allen recorded in Volume 1366, Page 684, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:
Commencing at the northwest corner of that Tract of land conveyed to the City of Sherman, Recorded in Volume 876, Page 150, Deed Records, Grayson County, Texas;
Thence South 15°56'52" East, with the west line of said City of Sherman, tract a distance of 829.25 feet to to the Point-of-Beginning;
Thence South 15°56'52" East, and continuing with said west line a distance of 1529.38 feet to a point in the center of Choctaw Creek;
Thence the Following Calls and Distances with the center of said Choctaw Creek:
South 89°23'08" West a distance of 151.42 feet to a point in said creek;
North 55°13'20" West a distance of 189.20 feet to a point in said creek;
North 77°06'22" West a distance of 53.38 feet to a point in said creek;
North 39°01'10" West a distance of 144.10 feet to a point in said creek;
North 64°01'32" West a distance of 83.74 feet to a point in said creek;
North 27°35'00" West a distance of 85.83 feet to a point in said creek;
North 37°08'27" East a distance of 46.88 feet to a point in said creek;
North 49°44'09" East a distance of 45.06 feet to a point in said creek;
North 25°27'48" East a distance of 44.90 feet to a point in said creek;
North 38°45'14" West a distance of 38.46 feet to a point in said creek;
North 82°52'30" West a distance of 93.37 feet to a point in said creek;
South 52°31'26" West a distance of 72.97 feet to a point in said creek;
South 13°43'36" West a distance of 75.36 feet to a point in said creek;
South 82°41'39" West a distance of 75.90 feet to a point in said creek;
North 71°04'31" West a distance of 71.42 feet to a point in said creek;
North 88°39'12" West a distance of 110.04 feet to a point in said creek;
South 61°38'45" West a distance of 111.74 feet to a point in said creek;
South 47°34'45" West a distance of 94.79 feet to a point in said creek;
South 08°07'48" West a distance of 136.49 feet to a point in said creek;
South 38°17'28" West a distance of 96.83 feet to a point in said creek;
South 84°46'58" West a distance of 66.63 feet to a point in said creek;
North 70°20'46" West a distance of 125.71 feet to a point in said creek;
North 47°27'09" West a distance of 62.23 feet to a point in said creek;
North 68°25'04" West a distance of 81.20 feet to a point in said creek;
North 10°37'13" East a distance of 87.52 feet to a point in said creek;
North 77°07'30" East a distance of 110.88 feet to a point in said creek;
North 13°29'45" East a distance of 79.40 feet to a point in said creek;
North 13°29'45" East a distance of 79.40 feet to a point in said creek;
North 13°29'45" East a distance of 79.40 feet to a point in said creek;
North 80°03'18" West a distance of 74.70 feet to a point in said creek;
North 12°43'28" West a distance of 92.88 feet to a point in said creek;
North 12°43'28" West a distance of 31.73 feet to a point in said creek;
Thence North 74°30'16" East leaving said creek and continuing with a barbwire fence a distance of 546.73 feet to a metal fence post;
Thence North 16°22'45" West a distance of 291.25 feet with a barbwire fence to a point;
Thence North 74°03'08" East a distance of 620.56 feet to the Point of Beginning and containing 20.08 acres of land.
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property shown hereon and that this plat represents a true, correct and accurate representation of the property legally described hereinabove.
Douglas W. Underwood
Registered Professional Land Surveyor
Firm No. 100063300
DATE OF SURVEY: 04/20/23
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151
LEGEND
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE
SOUTH EASY STREET
CITY OF SHERMAN
VOL. 876, PG. 150
D.R.G.C.T.
KIRK ALLEN
VOL. 1366, PG. 684
O.R.G.C.T.
P.O.C.
P.O.B.
S 15°56'52" E 1529.38'
N 74°30'16" E 546.73'
N 16°22'45" W 291.25'
N 74°03'08" E 620.56'
CENTER OF CHOCTAW CREEK
100 YEAR FLOOD ZONE PER FEMA MAP NO. 48181C0210G
DOC. 2022-169332 O.R.G.C.T.

Annexation - Three Oaks, Ph. 3

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 05/15/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6592

Closing and Abandoning a Portion of Dedicated Right of Way in the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibit "A-2" Attached Hereto and Made a Part Hereof for all Purposes, Said Right of Way being Established in Instrument No. 2022-15606 of the Official Public Records of Grayson County, Texas

Issue:

To consider approving the closure and abandonment of a portion of dedicated right of way, original right of way being established in Instrument No. 2022-15606, Official Public Records, Grayson County, Texas

Background:

This Ordinance will perform the necessary action to officially close and abandon a portion of dedicated right of way. The purpose of this abandonment is to reflect the new layout deemed necessary by civil review of the project. The City will be dedicating the abandoned right of way via Quit Claim Deed by separate instrument.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends that the City Council approve the Ordinance closing and abandoning portion of right of way

Alternatives:

As may be directed by City Council

Attachments

Ordinance No. 6592
Quit Claim Deed - 0.177 ac
Exhibit A-2 as noted in both documents
Location Map

ORDINANCE NO. 6592

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF DEDICATED RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID RIGHT OF WAY BEING ESTABLISHED IN INSTRUMENT NUMBER 2022-15606 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the portion of right of way of in the City of Sherman, Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, said right of way being established in Instrument Number 2022-15606 of the Official Public Records of Grayson County, Texas, shall be closed and abandoned:

SECTION 2. That it is the intent of the City Council that the right and interest in such right of way herein closed and vacated shall vest to the abutting property owner by appropriate conveyance of said right-of-way herein described.

SECTION 3. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meetings were given all as required by law.

INTRODUCED on this the 15th day of May 2023.

ADOPTED on this the 15th day of May 2023.

EFFECTIVE DATE on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A-2"

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 647, City of Sherman, Grayson County, Texas, being part of a tract conveyed to Legacy Title Holding Corp by deed recorded in Volume 5581, Page 396 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point from which a 1/2" iron rod found for the northeast corner of said Legacy Title Holding Corp tract bears N 11°25'15" E, 225.47 feet;

THENCE, S 87°40'41" W, 311.88 feet to a point along the east line of a tract of land conveyed to RCICD HERITAGE RANCH LLC, by deed recorded in Document Number 2022-6833 DRGCT;

THENCE, N 26°41'36" W, 49.13 feet along the east line thereof to a point from which a 60d nail found for the northeast corner of said RCICD HERITAGE RANCH LLC tract bears N 26°41'36" W, 221.86 feet;

THENCE around a non-tangent curve to the right having a central angle of 10°49'08", a radius of 1370.00 feet, a chord of S 84°21'19" E – 258.30 feet, an arc length of 258.69 feet;

THENCE around a tangent curve to the left having a central angle of 13°22'34", a radius of 330.00 feet, a chord of S 85°38'02" E – 76.87 feet, an arc length of 77.04 feet to the POINT OF BEGINNING with the subject tract containing 7,693 square feet or 0.177 acres of land.

PAGE 1 OF 2

SPIARS ENGINEERING & SURVEYING
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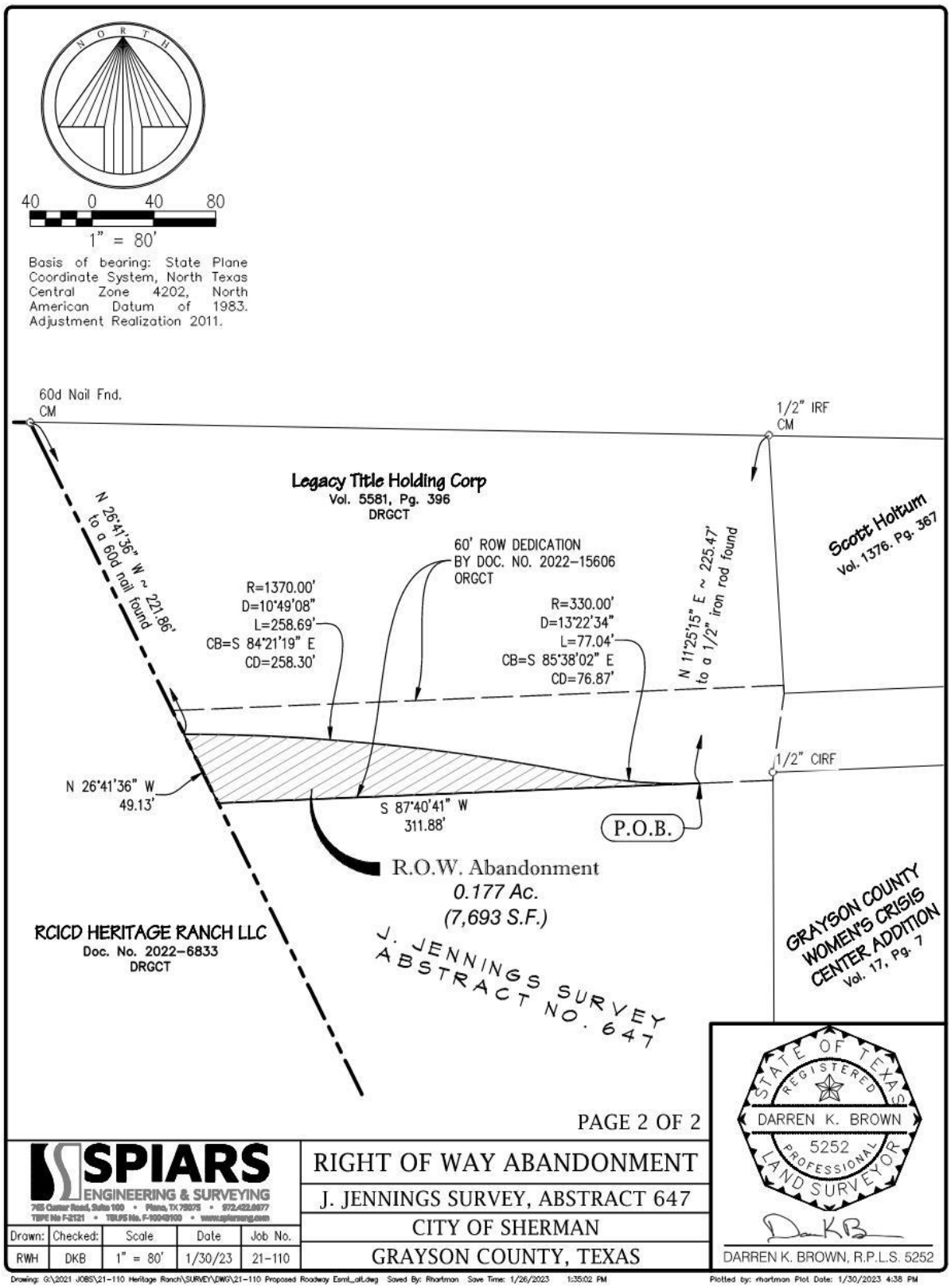
Drawn:	Checked:	Scale	Date	Job No.
RWH	DKB	N/A	1/30/23	21-110

RIGHT OF WAY ABANDONMENT
J. JENNINGS SURVEY, ABSTRACT 647
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

Drawing: G:\2021 JOBS\21-110 Heritage Ranch\SURVEY\DWG\21-110 Proposed Roadway Easmt_atLdwg Saved By: Rhartman Save Time: 1/26/2023 1:35:02 PM
Plotted by: rhartman Plot Date: 1/30/2023 4:38 PM


N O R T H
40 0 40 80
1" = 80'
Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
60d Nail Fnd.
CM
1/2" IRF
CM
Legacy Title Holding Corp
Vol. 5581, Pg. 396
DRGCT
Scott Holtum
Vol. 1376. Pg. 367
N 26°41'36" W ~ 221.86'
to a 60d nail found
60' ROW DEDICATION
BY DOC. NO. 2022-15606
ORGCT
R=1370.00'
D=10°49'08"
L=258.69'
CB=S 84°21'19" E
CD=258.30'
R=330.00'
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1/2" CIRF
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R.O.W. Abandonment
0.177 Ac.
(7,693 S.F.)
RCICD HERITAGE RANCH LLC
Doc. No. 2022-6833
DRGCT
J. JENNINGS SURVEY
ABSTRACT NO. 647
GRAYSON COUNTY
WOMEN'S CRISIS
CENTER ADDITION
Vol. 17, Pg. 7
PAGE 2 OF 2
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QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

THIS QUITCLAIM DEED, executed this ____ day of _____, 20___, by the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "Grantor," acting by and through its duly authorized City Manager, to LEGACY TITLE HOLDING CORP.;

WITNESSETH, that the said Grantor, for good consideration and for the sum of $10.00 paid by the said LEGACY TITLE HOLDING CORP., the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto LEGACY TITLE HOLDING CORP. forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Grayson, State of Texas, to wit:

BEING 0.177 ACRES OF LAND IN THE J. JENNINGS SURVEY, ABSTRACT NO. 647, IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

SAVE AND EXCEPT that any easements are reserved for any and all existing utilities as may be now located in said above described property, with the right of ingress and egress to same to the purpose of operation, maintenance, or removal of such utilities until such shall be abandoned or relocated.

RELEASE. In accepting the quitclaim of this property, LEGACY TITLE HOLDING CORP. expressly accepts the property in its "as is" condition, with all of its faults and encumbrances, if any. LEGACY TITLE HOLDING CORP. RELEASES and forever discharges the Grantor, its officers, agents and employees from all rights, claims, demands, or causes of action, at law or in equity, LEGACY TITLE HOLDING CORP. has, or even can, shall, or may have in the future in connection with this transaction, including hazardous materials or environmental issues in, on or upon the property, if any. LEGACY TITLE HOLDING CORP.

states that he is not relying upon any representations or disclosures by the Grantor and none have been made in connection with this property. This release shall be binding upon LEGACY TITLE HOLDING CORP.'s heirs, assigns and successors in interest.

IN WITNESS WHEREOF, the City of Sherman, Texas, a municipal corporation of Grayson County, Texas, has caused this instrument to be executed by its City Manager, on the this _____ day of _____, 20__.

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBBY HEFTON**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM AND
CONTENT:
Abernathy, Roeder, Boyd & Hullett, P.C.

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Drawn:	Checked:	Scale	Date	Job No.
RWH	DKB	N/A	1/30/23	21-110

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CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

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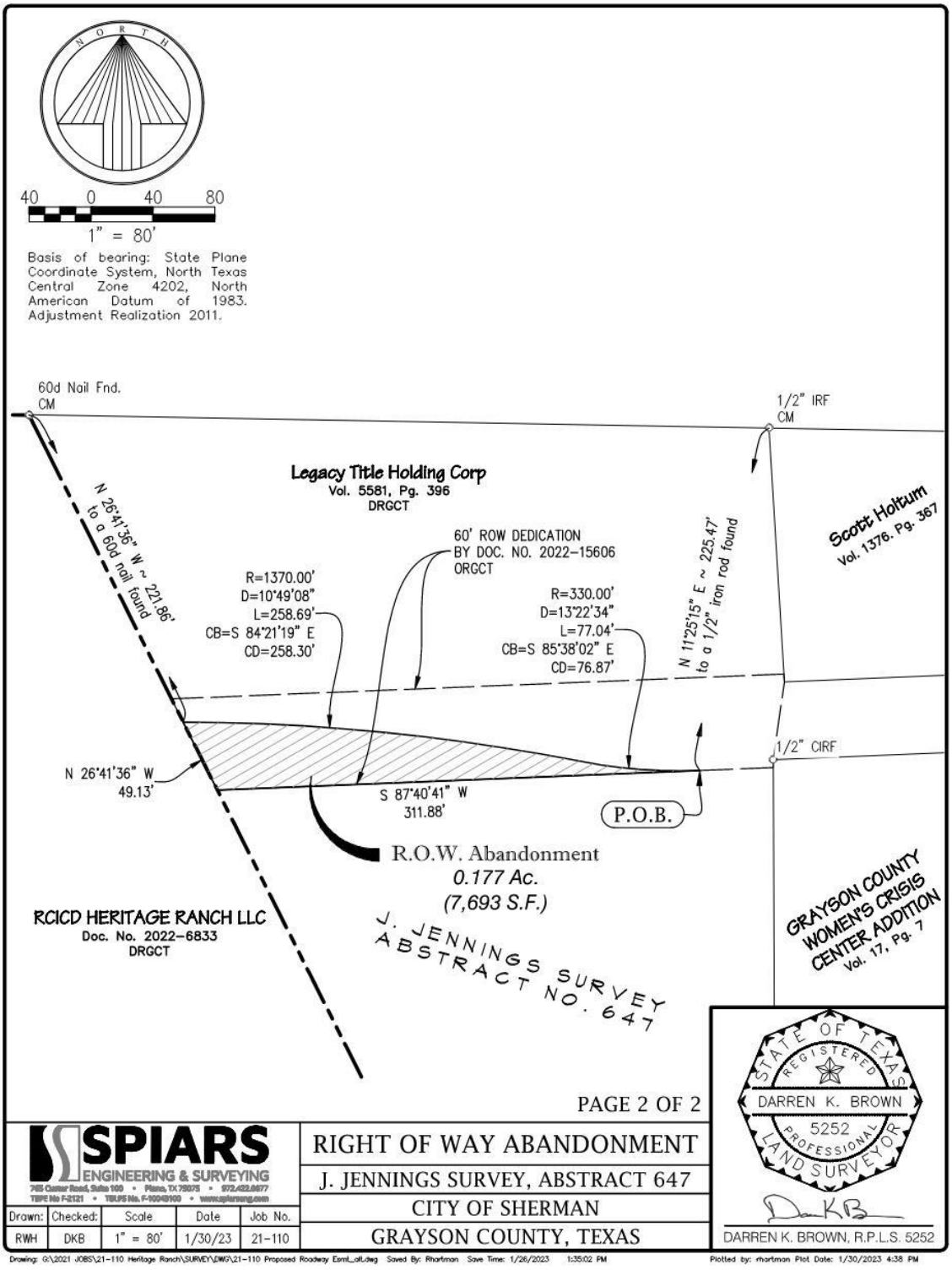
NORTH
40 0 40 80
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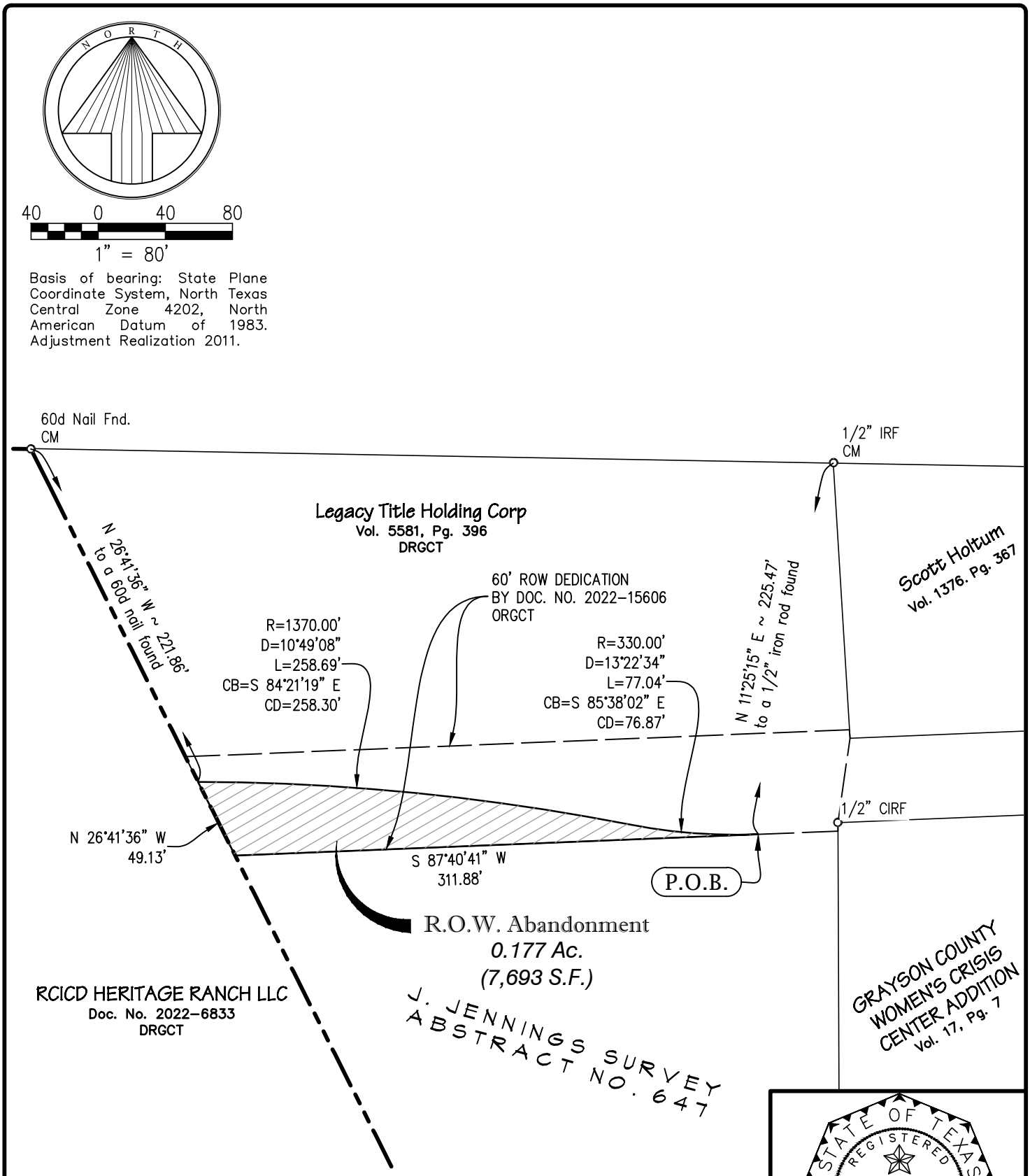

PAGE 2 OF 2

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RIGHT OF WAY ABANDONMENT

J. JENNINGS SURVEY, ABSTRACT 647

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

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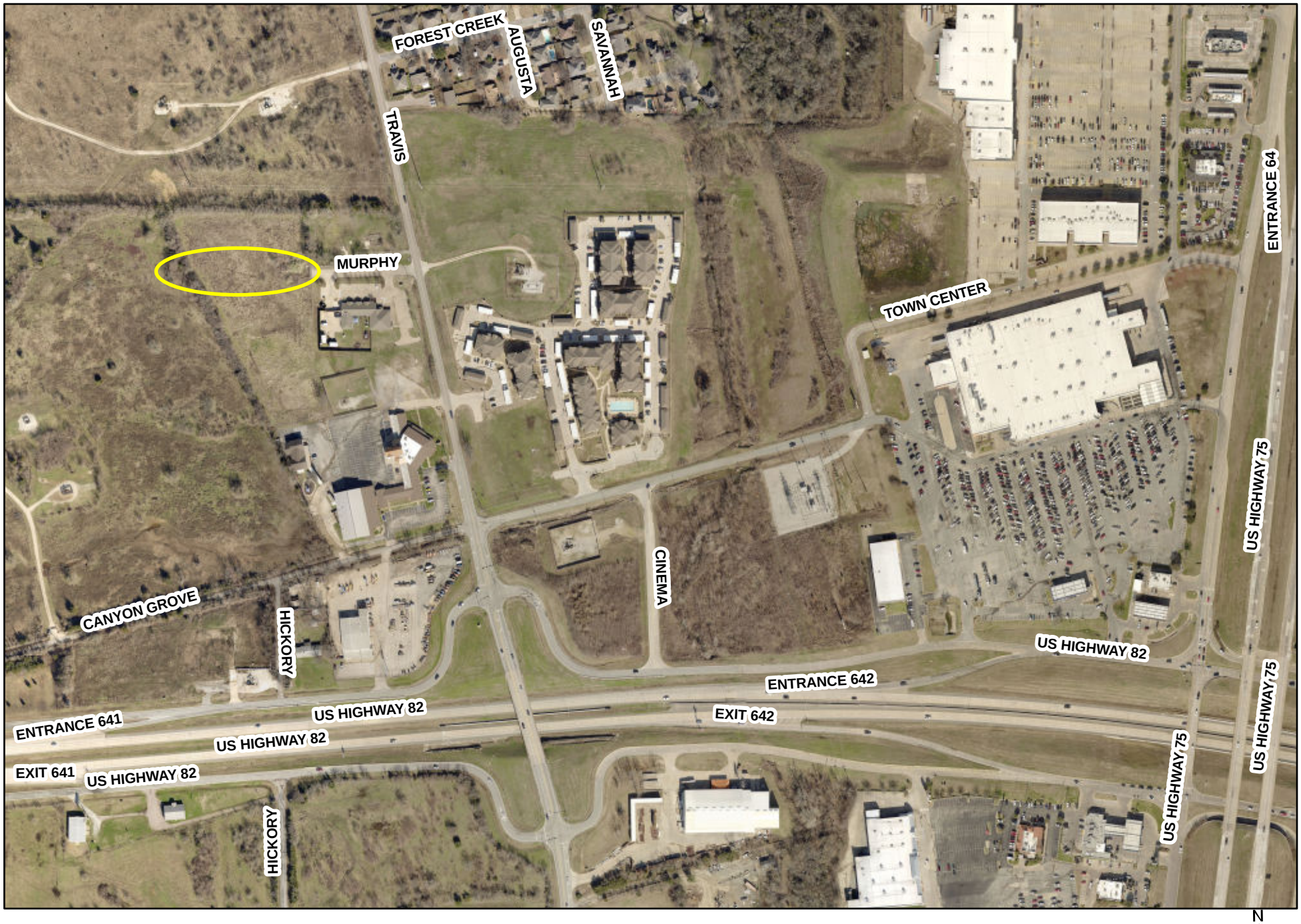
ROW Abandonment



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 4.**

Meeting Date: 05/15/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6593

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, City of Sherman, Grayson County, Texas, Located at 1013 South First Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in an R-5 (Single-Family Residential) District Zoning Classification, (Jason Earnhart, Earnhartbuilt, LLC, Owner and Copley Land 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 Jason Earnhart, Earnharbuilt, LLC (Owners) and Copley Land Surveying (Surveyor) concerning the property located at 1013 South First Street, consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in an R-5 (Single-Family Residential) District Zoning Classification

Background:

The property is located at 1013 South First Street between East Spring Street and East Epstein Street. The owner is requesting a Zone Change to an R-5 (Single-Family Residential) District and to plat the property into one lot for residential development.

Origination:

Jason Earnhart, Earnharbuilt, LLC (Owners)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6593
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
FLUM
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6593

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.169 ACRES, BEING A PART OF THE GEORGE PILANT SURVEY, ABSTRACT NO. 963 AND BEING THE SOUTH 25 FEET OF LOT 3 AND THE NORTH 27.5 FEET OF LOT 4, BLOCK 2 OF W.D FITCH ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1013 SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN AN R-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (JASON EARNHART, EARNHARTBUILT, LLC, OWNER AND COPLEY LAND 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 1013 South First Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single-Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of May 2023.

ADOPTED on this the 15th day of May 2023.

EFFECTIVE DATE on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

0 20 40

SCALE ~ 1" = 20'

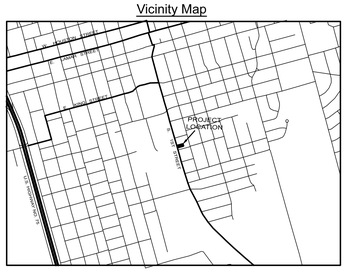
N

W E

S

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

Vicinity Map



~ GENERAL NOTES ~

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

Purpose:
The purpose of this is to Replat a portion of 2 Lots into 1 Lot.

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

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

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

Legal Description

Situated *in the City of Sherman, County of Grayson, State of Texas, being a part of the George Pilant Survey, Abstract No. 963, and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2, of W.D. Fitch Addition, an addition to the City of Sherman, Grayson County, Texas as shown by plat of record in Volume 35, Page 555, Deed Records, Grayson County, Texas, said tract conveyed to Earnhartbuilt, LLC by deed of record in Document No. 2022-16738, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:*

Commencing *at a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said Block 2, W.D. Fitch Addition, being the southwest corner of Lot 1, Habitat South First Addition, an addition to the City of Sherman as shown by plat of record in Document No. 2023-24, Plat Records, Grayson County, Texas and the intersection of the north line of Spring Street and the east line of First Street;*

Thence North 16°03'20" West, along the east line of said First Street and the west line of said Lot 1, Habitat South First Addition, a distance of 47.50 feet to a 1/2" steel rod found maintaining the northwest corner of said Lot 1, Habitat South First Addition and the southwest corner of said Earnhartbuilt, LLC Tract;

Thence ***North 15°50'35" West****, along the east line of said First Street and the west line of said Block 2, W.D. Fitch Addition, a distance of* ***52.50 feet*** *to a 1/2" steel rod found maintaining the northwest corner of said Earnhartbuilt, LLC Tract and the southwest corner of the N 50' of Lot 3, Block 2, W.D. Fitch Addition conveyed to Thomas E. Vann and Joy L. Vann by deed of record in Volume 2160, Page 54 of said Official Public Records;*

Thence ***North 74°16'49" East****, along the north line of said Earnhartbuilt, LLC Tract and the south line of said Vann Tract, a distance of* ***140.00 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Earnhartbuilt, LLC Tract, the southeast corner of said Vann Tract and being in the east line of said Lot 3, and west line of a 20' alley of said Block 2, W.D. Fitch Addition;*

Thence ***South 15°50'35" East****, along the west line of said 20' alley and the east line of said Lot 3 and Lot 4, Block 2, W.D. Fitch Addition, a distance of* ***52.50 feet*** *to a axel found maintaining the northeast corner of said Lot 1, Habitat South First Addition and the southeast corner of said Earnhartbuilt, LLC Tract;*

Thence ***South 74°16'49" West****, along the north line of said Lot 1, Habitat South First Addition and the south line of said Earnhartbuilt, LLC Tract, a distance of* ***140.00 feet*** *to the* ***Point-of-Beginning*** *and containing* ***0.169 acres*** *of land.*

KNOWN ALL MEN BY THESE PRESENTS:

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

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

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, EARNHARTBUILT, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Earnhartbuilt's 12th, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Earnhartbuilt's 12th, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 2023.

By: EARNHARTBUILT, LLC

*By:*_____
JONATHAN EARNHART

*By:*_____
JASON EARNHART

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, EARNHARTBUILT, LLC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Final Plat of EARNHARTBUILT'S 12TH, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this ____day of _____ _____, 2023.

_____
JONATHAN EARNHART

_____
JASON EARNHART

STATE OF TEXAS
COUNTY OF GRAYSON

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

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

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF GRAYSON

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

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

_____
Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of EARNHARTBUILT'S 12TH, an addition to the City of Sherman, Texas, was submitted to the City Council on the_ ____day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this____day of _____, _____ ,2023.

_____
Clerk, City of Sherman, Texas

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

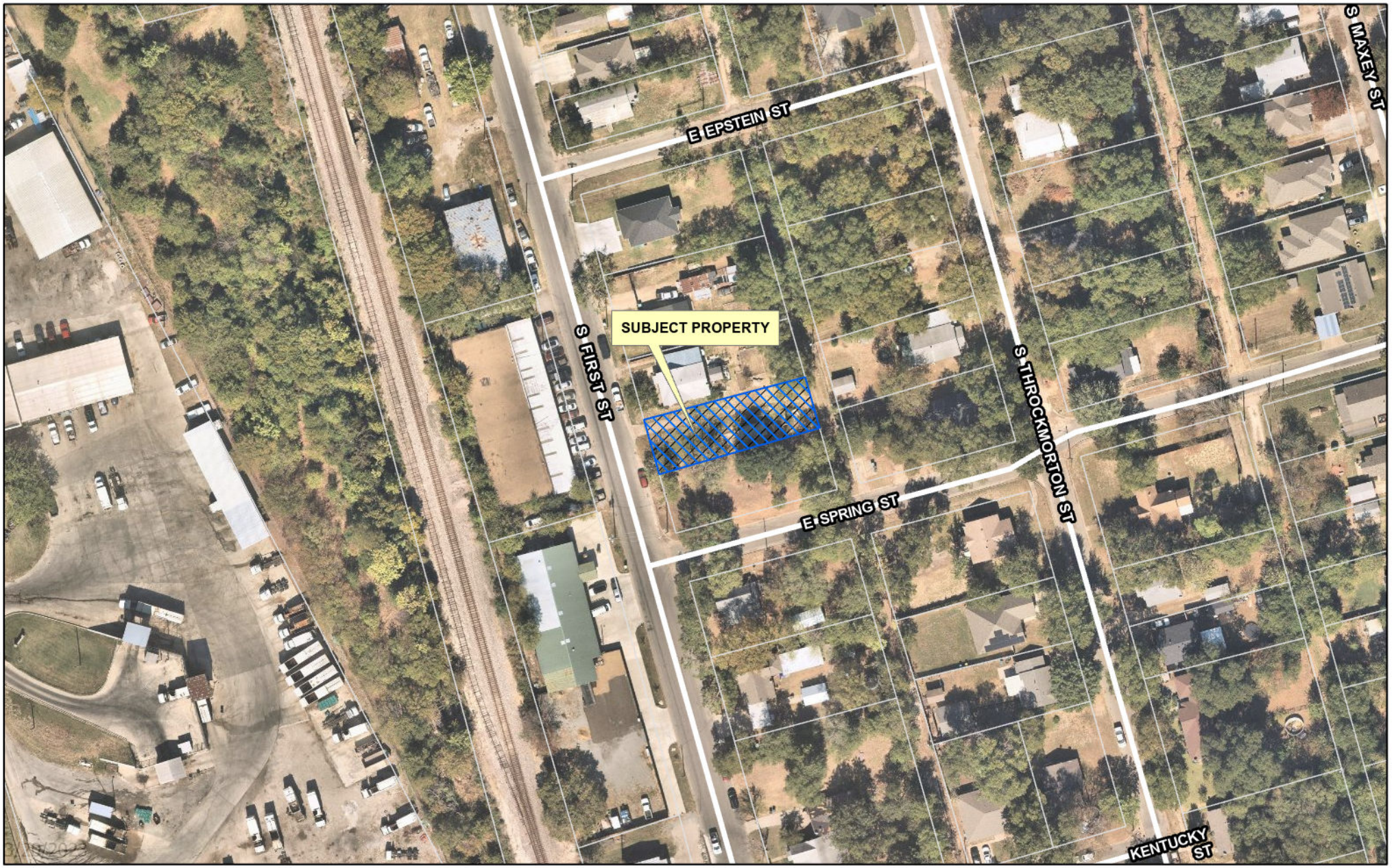
_____ _____
Chairman *Secretary*

Accepted by the City Council of the City Sherman.

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

Final Plat of
Earnhartbuilt's 12th
an addition to the City of Sherman Grayson County, Texas Being a replat of the South 25' of Lot 3 & the North 27.5' of Lot 4, Block 2, W.D. Fitch Addition

3/16/2023



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1013 S FIRST ST

N
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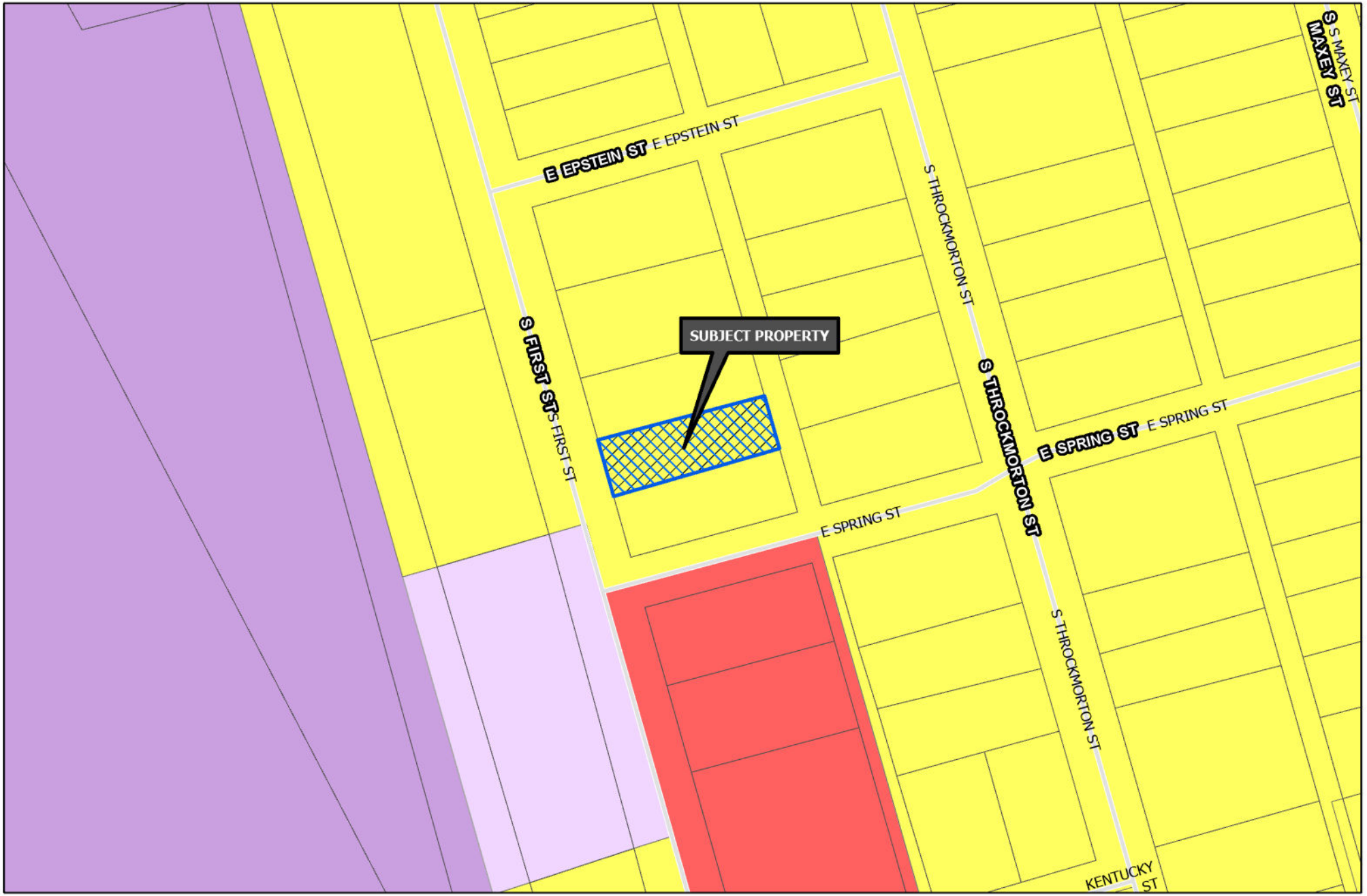
Date: 3/20/2023 11:06 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

CITY OF SHERMAN ZONING MAP 1013 S FIRST ST

N
W E
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Date: 3/20/2023 11:06 AM

Sherman
NOTICE OF
PROPOSED ZONING
CHANGE
PROJECT #: 23-000959
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
04/04/2023 at 4:30 p.m.

CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

CITY OF SHERMAN
FUTURE LAND USE MAP
1013 S FIRST ST

N
W E
S

Date: 3/20/2023 11:10 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 11, 2023

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

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for Public Hearing and Zone Change from a R-6 (Single-Family Residential) District to an R-5 (Single-Family Residential) District located at 1013 South First Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 18, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

1013 SOUTH FIRST STREET

The request of Jason Earnhart, Earnharbuilt, LLC (Owners) and Copley Land Surveying (Surveyor) concerning the property located at 1013 South First Street, consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, and currently zoned R-6 (Single-Family Residential) District, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change from a R-6 (Single-Family Residential) District to an R-5 (Single-Family Residential) District.
B. Public Hearing and Final Plat of Earnhartbuilt's 12th Addition, being a Replat of the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition.

Background:

The property is located at 1013 South First Street between East Spring Street and East Epstein Street. The owner is requesting a Zone Change to an R-5 (Single-Family Residential) District and to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

Jason Earnhart, Earnharbuilt, LLC (Owners)
Copley Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

27

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Final Plat
STAFF REVIEW LETTER - Engineering
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 5.**

Meeting Date: 05/15/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6594

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow an Automobile Repair, Body Work, or Painting and Boat/Recreational Vehicle (RV) Rental, Storage, and Repair in a C-2 (Retail Business) District, Located at 4613 North FM 1417, Building #200 and #300 (Heritage Parkway), consisting of 20.45 acres, being a part of the Alfred Hume Survey, Abstract No. 522, the Benjamin J. Hutson Survey, Abstract No. 496 and the James L. Atchison Survey, Abstract No. 21, City of Sherman, Grayson County, Texas (Kelson Commercial Properties, Owner; Annie Burdette, Clear Edge Auto & Marine, Representative; and Underwood Drafting & Surveying, Inc., Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider granting a Specific Use Permit for an automobile repair, body work, or painting and boat/recreational vehicle (RV) rental, storage, and repair in a C-2 (General Commercial) District, Located at 4613 North FM 1417, Building #200 and #300 (Heritage Parkway), consisting of 20.45 acres, being a part of the Alfred Hume Survey, Abstract No. 522, the Benjamin J. Hutson Survey, Abstract No. 496 and the James L. Atchison Survey, Abstract No. 21, City of Sherman, Grayson County, Texas (Kelson Commercial Properties, Owner; Annie Burdette, Clear Edge Auto & Marine, Representative; and Underwood Drafting & Surveying, Inc., Surveyor)

Background:

The property is located at 4801 North FM 1417 (Heritage Parkway) near the intersection of Plainview Road and North Heritage Parkway. The owner is requesting a Specific Use Permit and Site Plan for an auto and marine mechanic shop in an existing building.

The following has been approved for this location:

- May 8, 1984 - Zone Change from R-1 (Single Family Residential) District to C-2 (General Commercial) District.
- July 10, 1984 - Exception to allow a 6' security fence around the perimeter of the property fronting on FM 1417 N.
- February 13, 1996 - Exception to allow a parking surface that is not concrete or asphalt & to not require a screening device between commercial and residentially zoned property (P&Z required that if adjacent property does develop , the request be brought back to the Board for further review)

- June 6, 1996 - Construction Code Board to allow a propane installation.
- January 17, 2017 - Exception - to allow the existing metal buildings in lieu of the required masonry in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District. P&Z Condition: 5 years
- January 17, 2017 - Specific Use Permit to allow truck repair, storage, rental and office for Ryder Trucks and a General Contractor's Office and storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District.
- May 9, 2000 - Zone Change from R-1 (Single Family Residential) District to C-2 (General Commercial) District.
- May 9, 2000 - Exception to allow a 6' screening device with 3 strands of barbed wire on the property line in a C-2 (General Commercial) District.

Origination:

Kelson Commercial Properties (Owner)
Annie Burdette, Clear Edge Auto & Marine (Representative)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and is tied to applicant: Clear Edge Auto & Marine. This Specific Use Permit shall automatically expire in one-year from the effective date. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6594
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Elevations
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6594

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, BODY WORK, OR PAINTING AND BOAT/RECREATIONAL VEHICLE (RV) RENTAL, STORAGE, AND REPAIR IN A C-2 (RETAIL BUSINESS) DISTRICT, LOCATED AT 4613 NORTH FM 1417, BUILDING #200 AND #300 (HERITAGE PARKWAY), CONSISTING OF 20.45 ACRES, BEING A PART OF THE ALFRED HUME SURVEY, ABSTRACT NO. 522, THE BENJAMIN J. HUTSON SURVEY, ABSTRACT NO. 496 AND THE JAMES L. ATCHISON SURVEY, ABSTRACT NO. 21, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (KELSON COMMERCIAL PROPERTIES, OWNER; ANNIE BURDETTE, CLEAR EDGE AUTO & MARINE, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4613 North FM 1417, Building #200 and #300 (Heritage Parkway), City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile repair, body work, or painting and Boat/Recreational Vehicle (RV) rental, storage, and repair, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted on **Exhibit A – Survey/Site Plan**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
6. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

7. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A.**
8. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Clear Edge Auto & Marine is the lessee of the Property.
9. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
10. This is for Auto and Boat mechanic, not for storage and rental.

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

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

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

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of May 2023.

ADOPTED on this the 15th day of May 2023.

EFFECTIVE DATE on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

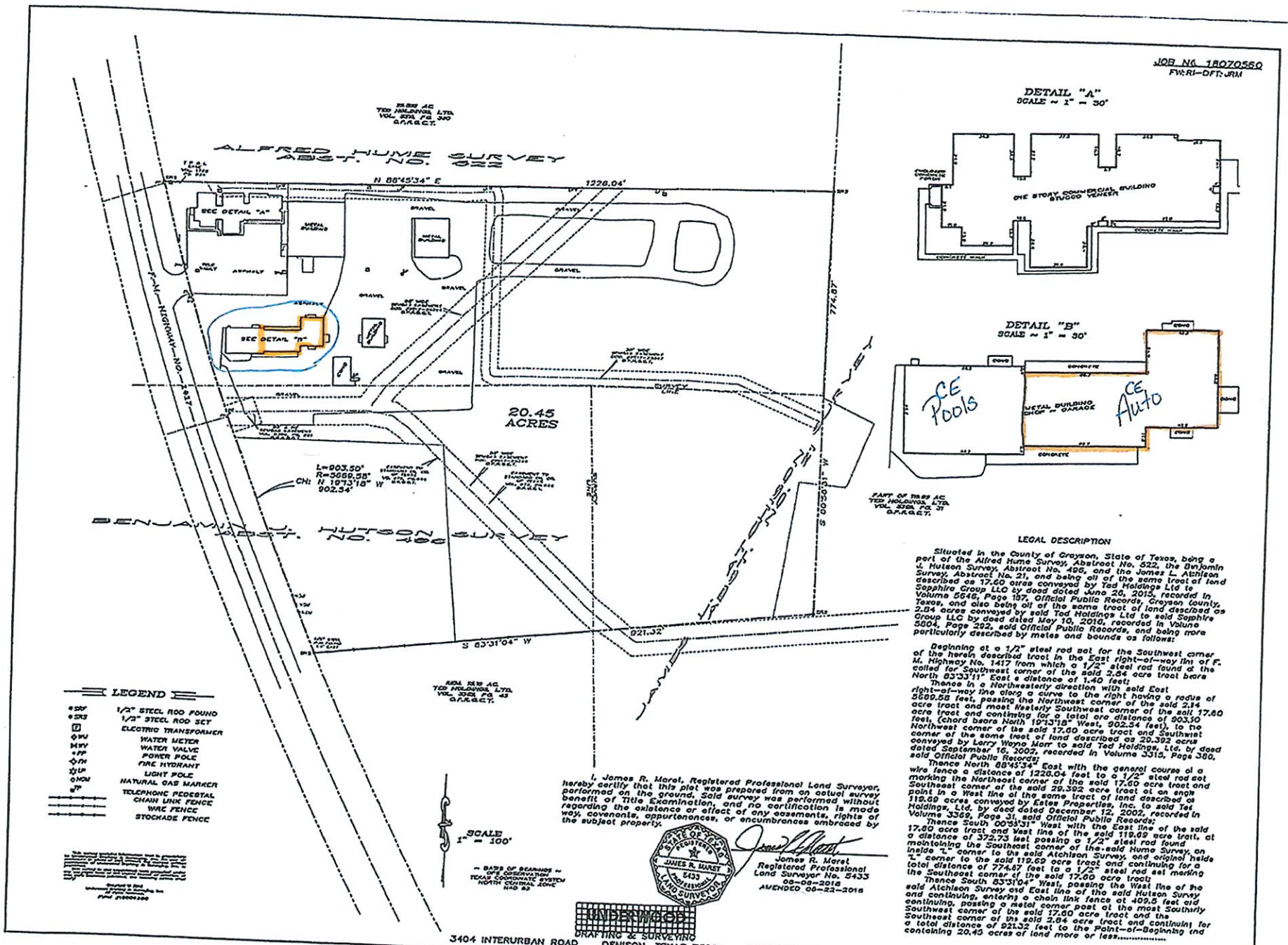
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Alfred Hume Survey, Abstract No. 522, the Benjamin J. Hutson Survey, Abstract No. 406, and the James L. Atchison Survey, Abstract No. 21, and being all of the same tract of land described as 17.60 acres conveyed by Ted Holdings Ltd to Sapphire Group LLC by deed dated June 26, 2015, recorded in Volume 5646, Page 187, Official Public Records, Grayson County, Texas, and also being all of the same tract of land described as 2.84 acres conveyed by said Ted Holdings Ltd to said Sapphire Group LLC by deed dated May 10, 2016, recorded in Volume 5804, Page 292, said Official Public Records, and being more particularly described by metes and bounds as follows:

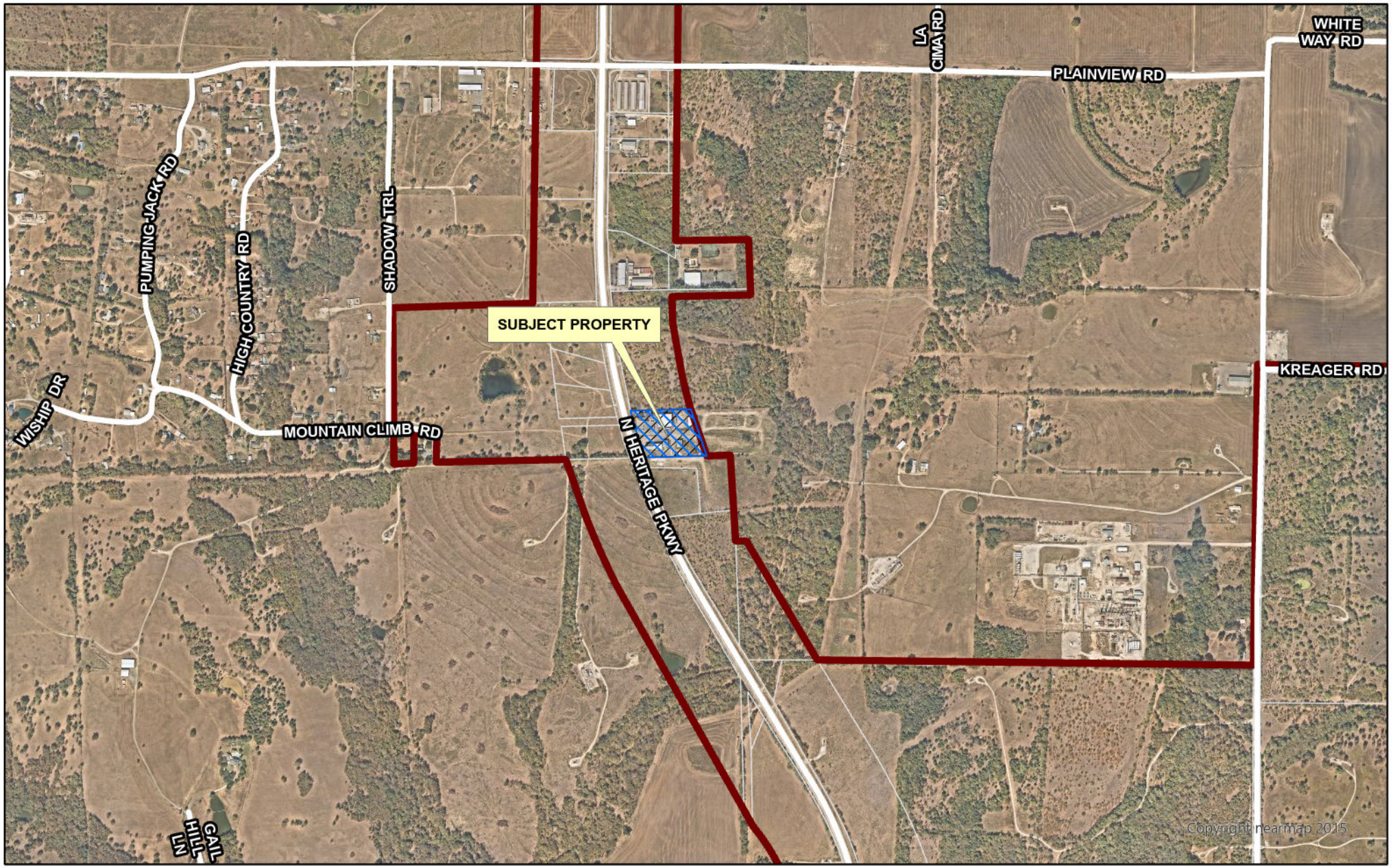
Beginning at a 1/2" steel rod set for the Southwest corner of the herein described tract in the East right-of-way line of F. M. Highway No. 1417 from which a 1/2" steel rod found at the called for Southwest corner of the said 2.84 acre tract bears North 83°33'11" East a distance of 1.40 feet;

Thence in a Northwesterly direction with said East right-of-way line along a curve to the right having a radius of 5669.58 feet, passing the Northwest corner of the said 2.84 acre tract and most Westerly Southwest corner of the said 17.60 acre tract and continuing for a total arc distance of 903.50 feet, (chord bears North 19°13'18" West, 902.54 feet), to the Northwest corner of the said 17.60 acre tract and Southwest corner of the same tract of land described as 20.392 acre conveyed by Larry Wayne Morr to said Ted Holdings, Ltd. by deed dated September 16, 2002, recorded in Volume 3315, Page 380, said Official Public Records;

Thence North 88°45'34" East with the general course of a wire fence a distance of 1226.04 feet to a 1/2" steel rod set marking the Northeast corner of the said 17.60 acre tract and Southeast corner of the said 20.392 acre tract at an angle point in a West line of the same tract of land described as 119.69 acres conveyed by Estes Properties, Inc. to said Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3369, Page 31, said Official Public Records;

Thence South 00°59'31" West with the East line of the said 17.60 acre tract and West line of the said 119.69 acre tract, at a distance of 372.73 feet passing a 1/2" steel rod found marking the Southeast corner of the said 17.60 acre tract and inside "L" corner to the said Atchison Survey, and original inside "L" corner to the said 119.69 acre tract and continuing for a total distance of 774.87 feet to a 1/2" steel rod set marking the Southeast corner of the said 17.60 acre tract;

Thence South 83°31'04" West, passing the West line of the said Atchison Survey and East line of the said Hutson Survey and continuing, entering a chain link fence at 409.5 feet and continuing, passing a metal corner post at the most Southerly Southwest corner of the said 17.60 acre tract and the Southeast corner of the said 2.84 acre tract and continuing for a total distance of 921.32 feet to the Point-of-Beginning and containing 20.45 acres of land more or less.....



dlagrone H:\PLANNING\Public Notification KT.aprx

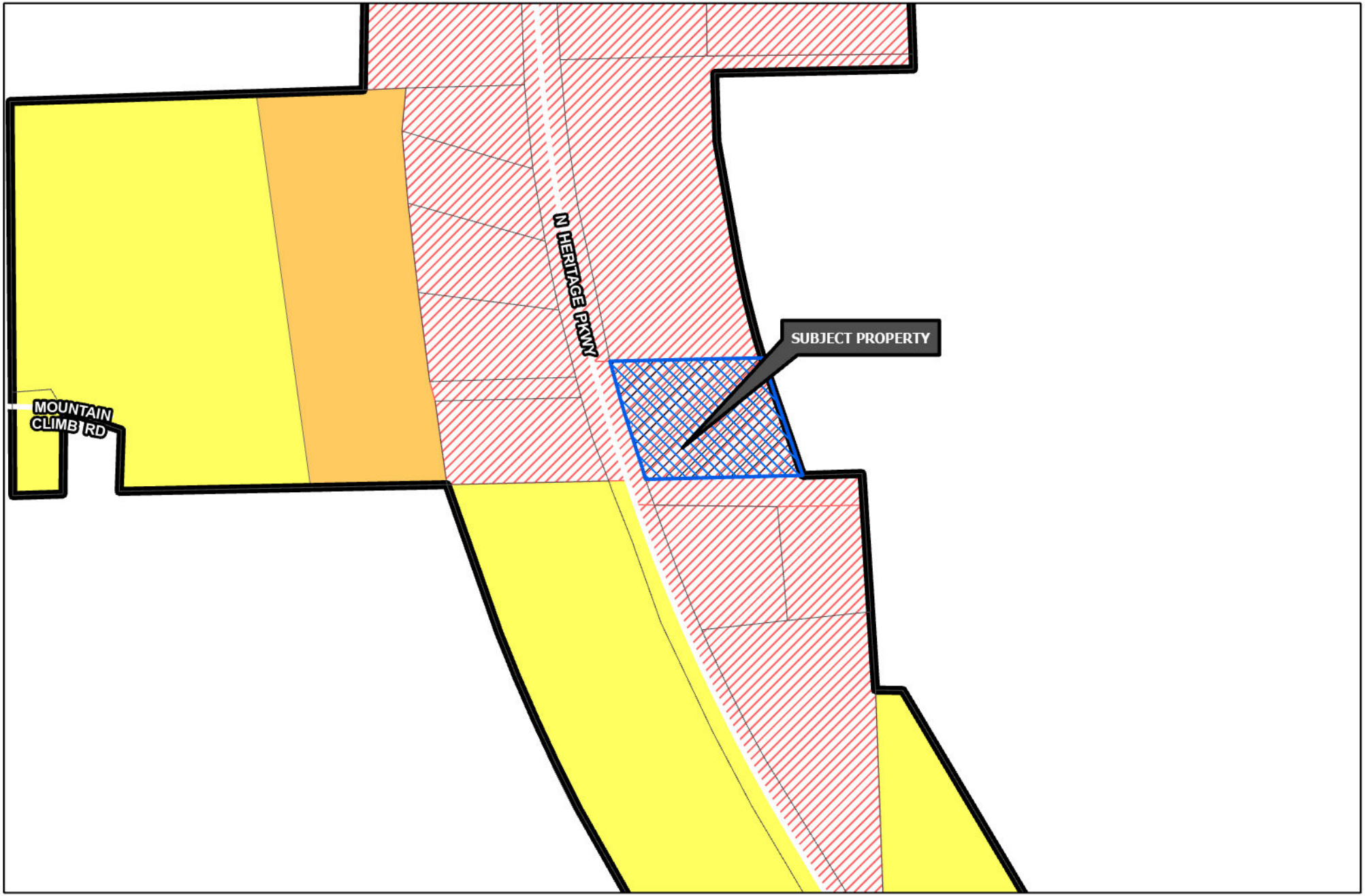
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4613 N FM 1417 (HERITAGE PKWY) # 200 & 300

N
W E
S

Date: 5/10/2023 10:59 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
4613 N FM 1417 (HERITAGE PKWY) #200 & 300

N
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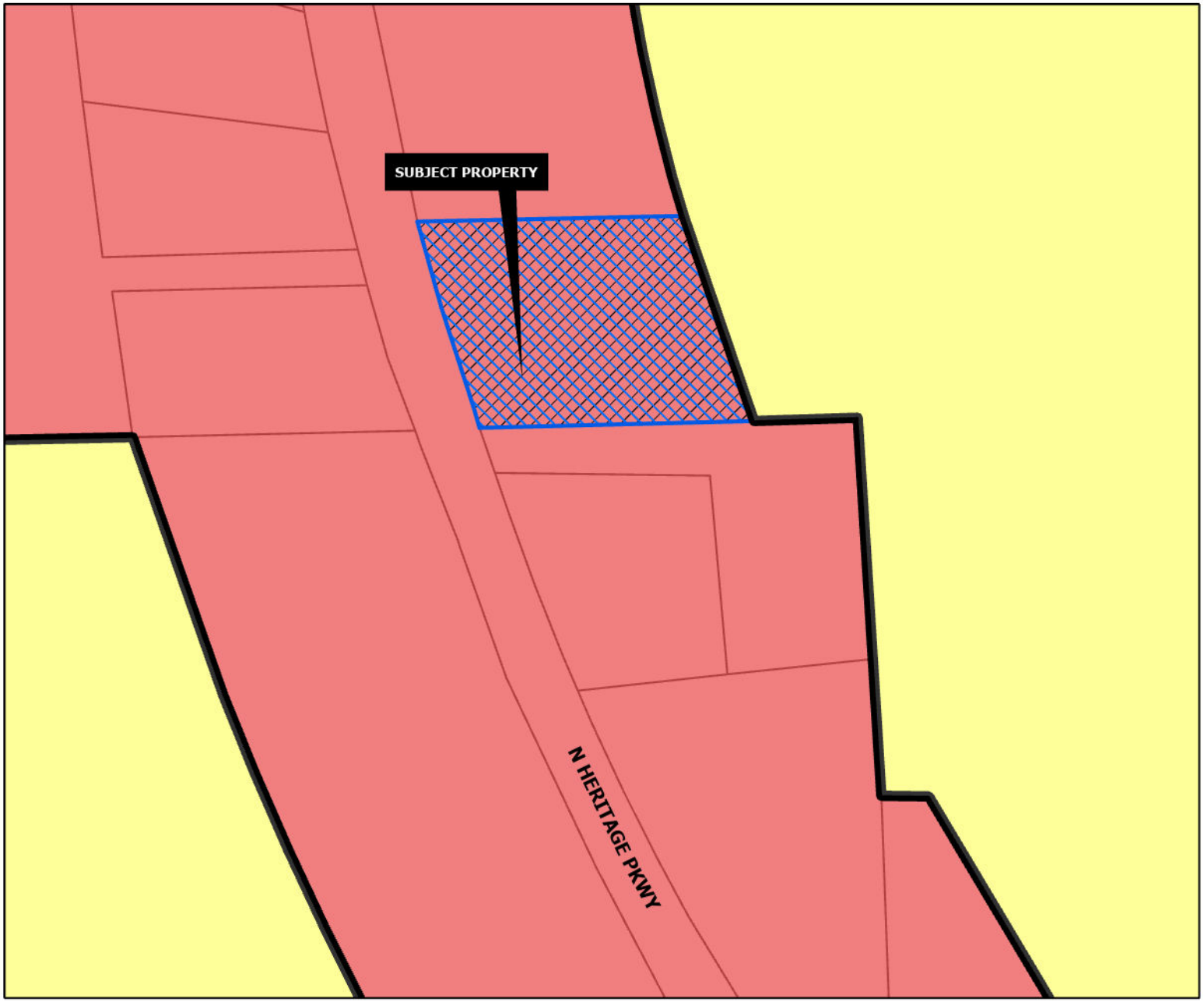
Date: 3/31/2023 2:02 PM

Sherman
CLERMISTOWN BROADMOORE
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 23-001137
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
Ford
BFG 3300
Apr 5, 2023, 2:31 PM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
4613 N FM 1417 (HERITAGE PKWY) #200 & 300

Date: 3/31/2023 2:02 PM

Project Narrative

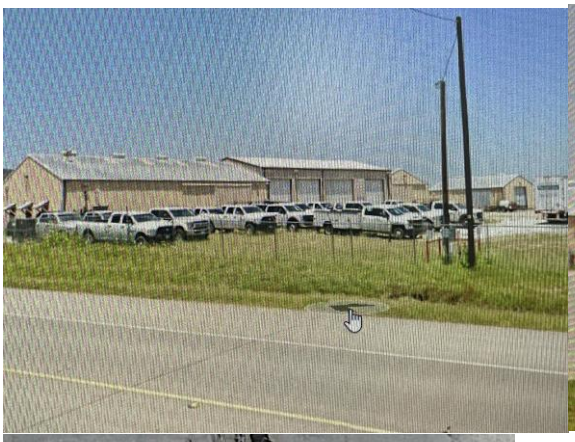
4613 N FM 1417 Building #200 & #300

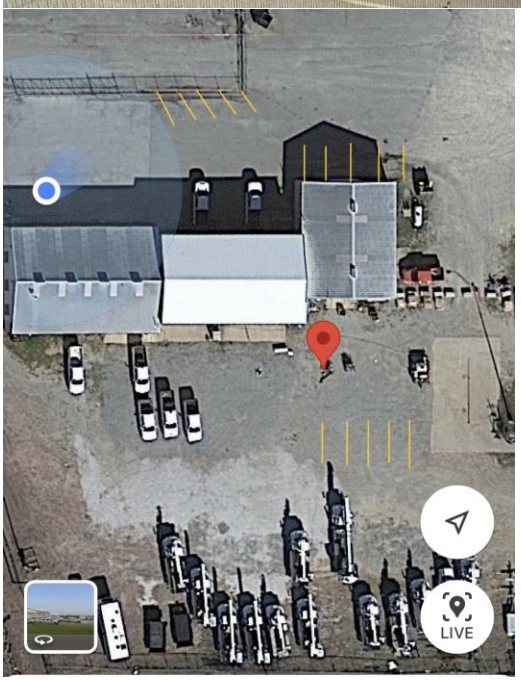
Existing building that we are converting to an auto and marine mechanic shop.

Good afternoon, Kerri,

Here are the pictures you requested of our building. In the last photo you will see the parking spaces marked. We have 4 bays and we are not a quick service auto shop. Please let me know if you need anything else from us.

Have a great day!





Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 11, 2023

Clear Edge Auto & Marine
Annie Burdette
4613 FM 1417, Bld # 200
Sherman, TX 75092

Kelson Commercial Properties
1010 Bridle Path Road
Argyle, TX 76226

Underwood Drafting & Surveying, Inc.
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow an Automobile repair, body work, or painting and Boat/Recreational Vehicle (RV) rental, storage, and repair in a C-2 (Retail Business) District located at 4613 North FM 1417, Building #200 and #300 (Heritage Parkway) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 18, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning

Commission.

Engineering

9. 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
10. City wastewater does not serve subject property. On-site sewage facility or extension of wastewater main by developer is required. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 28.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

4613 NORTH FM 1417 BUILDING #200 AND #300 (HERITAGE PARKWAY)

The request of Kelson Commercial Properties (Owner), Annie Burdette, Clear Edge Auto & Marine (Representative) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 4613 North FM 1417, Building #200 and #300 (Heritage Parkway) consisting of 20.45 acres, being a part of the Alfred Hume Survey, Abstract No. 522, the Benjamin J. Hutson Survey, Abstract No. 496 and the James L. Atchison Survey, Abstract No. 21, as follows:

Planning and Zoning Commission

Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow an Automobile repair, body work, or painting and Boat/Recreational Vehicle (RV) rental, storage, and repair in a C-2 (Retail Business) District.

Background:

The property is located at 4801 North FM 1417 (Heritage Parkway) near the intersection of Plainview Road and North Heritage Parkway. The owner is requesting a Specific Use Permit and Site Plan for an auto and marine mechanic shop in an existing building.

The following has been approved for this location:

- May 8, 1984 - Zone Change from R-1 (Single Family Residential) District to C-2 (General Commercial) District.
- July 10, 1984 - Exception to allow a 6' security fence around the perimeter of the property fronting on FM 1417 N.
- February 13, 1996 - Exception to allow a parking surface that is not concrete or asphalt & to not require a screening device between commercial and residentially zoned property (P&Z required that if adjacent property does develop , the request be brought back to the Board for further review)
- June 6, 1996 - Construction Code Board to allow a propane installation.
- January 17, 2017 - Exception - to allow the existing metal buildings in lieu of the required masonry in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District. P&Z Condition: 5 years
- January 17, 2017 - Specific Use Permit to allow truck repair, storage, rental and office for Ryder

Trucks and a General Contractor's Office and storage Facility in a C-2 (General Commercial) District/O-1.1 (FM 1417 Overlay) District.

- May 9, 2000 - Zone Change from R-1 (Single Family Residential) District to C-2 (General Commercial) District.
- May 9, 2000 - Exception to allow a 6' screening device with 3 strands of barbed wire on the property line in a C-2 (General Commercial) District.

Adjacent Zoning:

C-2 (General Commercial) District
Extra Territorial Jurisdiction (ETJ)

Origination:

Kelson Commercial Properties (Owner)
Annie Burdette, Clear Edge Auto & Marine (Representative)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

7

Objections Received:

0

Development Review Meeting:

No

Attachments

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 6.**

Meeting Date: 05/15/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6595

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, consisting of 0.233 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition also being Lot 2, Polani Addition, City of Sherman, Grayson County, Texas, Located at 208 West McLain Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the R-2F (Duplex Residential) District Zoning Classification, (Muhammed Polani, LOXDON Group, Inc., Owners; and Underwood Drafting & 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 Muhammed Polani, LOXDON Group, Inc. (Owners) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 208 West McLain Street, consisting of 0.233 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition also being Lot 2, Polani Addition, City of Sherman, Grayson County, Texas, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the R-2F (Duplex Residential) District Zoning Classification

Background:

The property is located at 208 West McLain Drive between North Hickory Street and North Travis Street. The owner is requesting a Zone Change from a R-6 (Single-Family Residential) District to an R-2F (Duplex Residential) District.

Origination:

Muhammed Polani, LOXDON Group, Inc. (Owners)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6595
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
FLUM
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6595

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.233 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 AND BEING ALL OF LOT 1 OF BEALL AND STANLEY ADDITION ALSO BEING LOT 2, POLANI ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 208 WEST MCLAIN STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (MUHAMMED POLANI, LOXDON GROUP, INC., OWNERS; AND UNDERWOOD DRAFTING & 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 208 West McLain Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F (Duplex Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of May 2023.

ADOPTED on this the 15th day of May 2023.

EFFECTIVE DATE on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

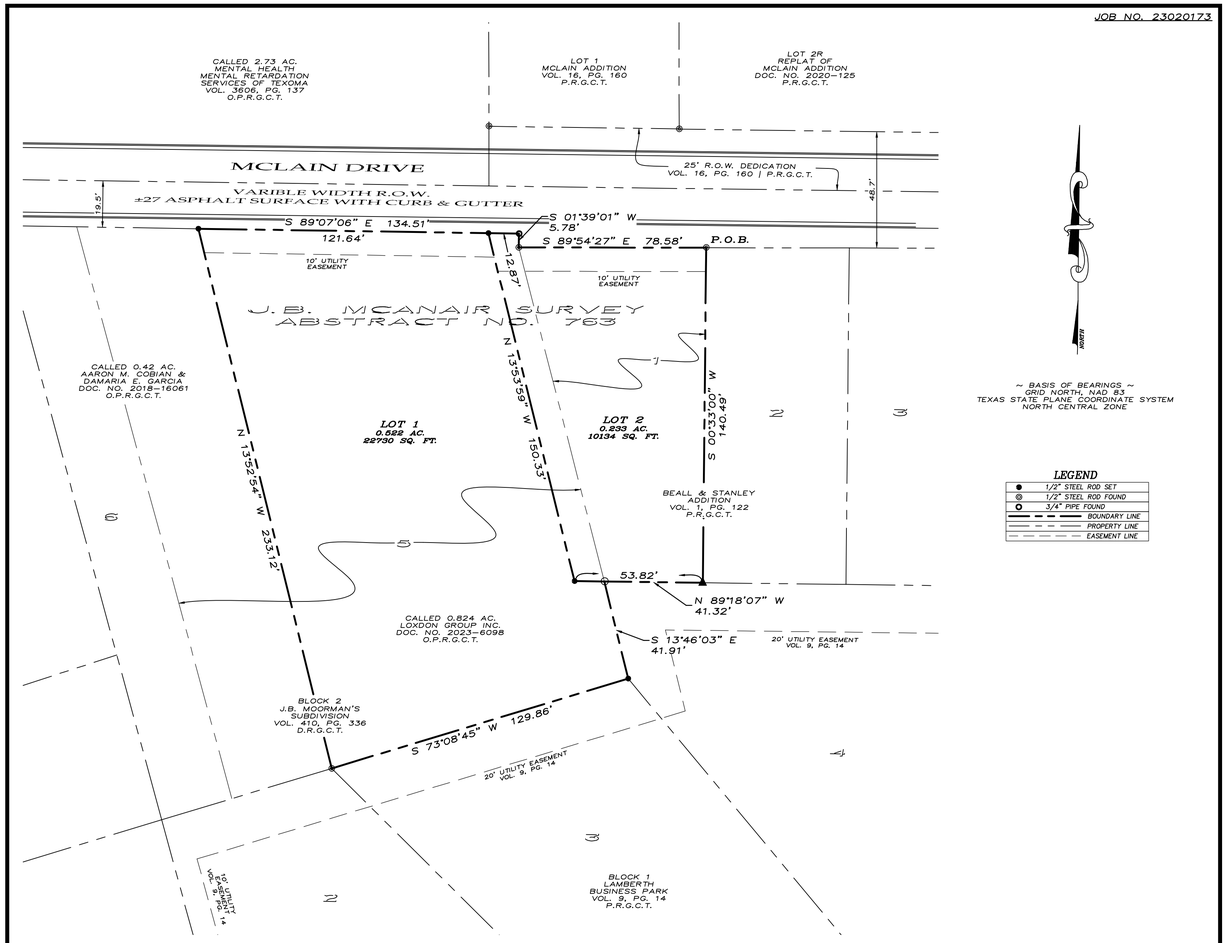
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

JOB NO. 23020173



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

LEGEND

●	1/2" STEEL ROD SET
⊗	1/2" STEEL ROD FOUND
○	3/4" PIPE FOUND
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0290 G, effective date September 1, 2022.

FINAL PLAT
POLANI ADDITION
Being a part of the J.B. McAnair Survey, Abstract Number 763 Being in the City of Sherman Grayson County, Texas Containing 0.824 acres of land

OWNERS/DEVELOPER
LOXDON GROUP INC.
3645 CAPSTONE LANE
PLANO, TX 75074
CONTACT: MUHAMMED POLANI

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

03/20/23

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 2

JOB NO. 23020173

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being all of Lot 1 of Beall and Stanley Addition, according to the plat thereof recorded in Volume 1, Page 122, Plat Records, Grayson County, Texas, and part of Lot 5 in Block 2 of J.B. Moorman's Subdivision, according to the plat thereof recorded in Volume 410, Page 336, Deed Records, Grayson County, Texas, and all of which being the same 0.824 acre tract of land described in the deed to Loxdon Group Inc., recorded in Document No. 2023-6098, 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 eastern-most northeast corner of said 0.824 acre tract, common to the northeast corner of said Lot 1, common to the northwest corner of Lot 2 of said Beall and Stanley Addition, and on the southerly right-of-way line of McLain Drive;

Thence South 00°33'00" West, with an easterly line of said 0.824 acre tract, and with the easterly line of said Lot 1, and with the westerly line of said Lot 2, distance of 140.49 feet to a fence corner post found for the eastern-most southeast corner of said 0.824 acre tract, common to the southeast corner of said Lot 1, and common to the southwest corner of said Lot 2, and on the northerly line of Lot 4 in Block 1 of Lamberth Business Park, according to the plat thereof recorded in Volume 9, Page 14, said Plat Records;

Thence North 89°18'07" West, with a southerly line of said 0.824 acre tract, and with the southerly line of said Lot 1, and with the northerly line of said Lot 4, a distance of 41.32 feet to a 3/8" steel rod found for the southwest corner of said Lot 1, common to the northwest corner of said Lot 4, and on the easterly line of aforesaid Lot 5;

Thence South 13°46'03" East, with an easterly line of said 0.824 acre tract, and with the easterly line of said Lot 5, and with the westerly line of said Lot 4, a distance of 41.91 feet to a 1/2" steel rod set for the southern-most southeast corner of said 0.824 acre tract, common to the southeast corner of said Lot 5, and common to the northeast corner of Lot 3 of aforesaid Lamberth Business Park;

Thence South 73°08'45" West, with a southerly line of said 0.824 acre tract, and with the southerly line of said Lot 5, and with the northerly line of said Lot 3, a distance of 129.86 feet to a 1/2" steel rod found for the southwest corner of said 0.824 acre tract, common to the northwest corner of said Lot 3, and common to the northeast corner of Lot 2 of said Lamberth Business Park, and common to the southeast corner of a called 0.42 acre tract of land described in the deed to Aaron M. Cobian and Damarla E. Garcia, recorded in Document No. 2018-16061, said Official Public Records;

Thence North 13°52'54" West, with the westerly line of said 0.824 acre tract, and with the easterly line of said 0.42 acre tract, and crossing said Lot 5, a distance of 233.12 feet to a 1/2" steel rod set for the northwest corner of said 0.824 acre tract, common to the northeast corner of said 0.42 acre tract, and on the northerly line of said Lot 5, and on the southerly line of aforesaid McLain Drive;

Thence South 89°07'06" East, with a northerly line of said 0.824 acre tract, and with the northerly line of said Lot 5, and with the southerly right-of-way line of said McLain Drive, a distance of 134.51 feet to a 3/4" pipe found for the northern-most northeast corner of said 0.824 acre tract, common to the northeast corner of said Lot 5;

Thence South 01°39'01" West, with an easterly line of said 0.824 acre tract, and with the easterly line of said Lot 5, and with the westerly right-of-way line of said McLain Drive, a distance of 5.78 feet to a 1/2" steel rod found for the northwest corner of aforesaid Lot 1;

Thence South 89°54'27" East, with a northerly line of said 0.824 acre tract, and with the northerly line of said Lot 1, and with the southerly right-of-way line of said McLain Drive, a distance of 78.58 feet to the Point of Beginning and containing 0.824 acres (35,907 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, POLANI ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the____day of _____ 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2023.

_____
Clerk, City of Sherman, Texas

ACCEPTANCE

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

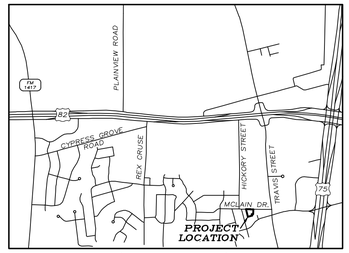
_____ Chairman _____ Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ Mayor, City of Sherman, Texas _____ Date

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, LOXDON GROUP INC., do hereby adopt this plat designating the hereinabove property as the POLANI 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 systems without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2023.

_____
MUHAMMED POLANI
LOXDON GROUP INC.

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, MUHAMMED POLANI known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

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

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

FINAL PLAT
POLANI ADDITION
Being a part of the J.B. McAnair Survey, Abstract Number 763 Being in the City of Sherman Grayson County, Texas Containing 0.824 acres of land

OWNERS/DEVELOPER
LOXDON GROUP INC.
3645 CAPSTONE LANE
PLANO, TX 75074
CONTACT: MUHAMMED POLANI

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

03/20/23

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 2 OF 2

dlagrone H:\PLANNING\Public Notification KT.aprx

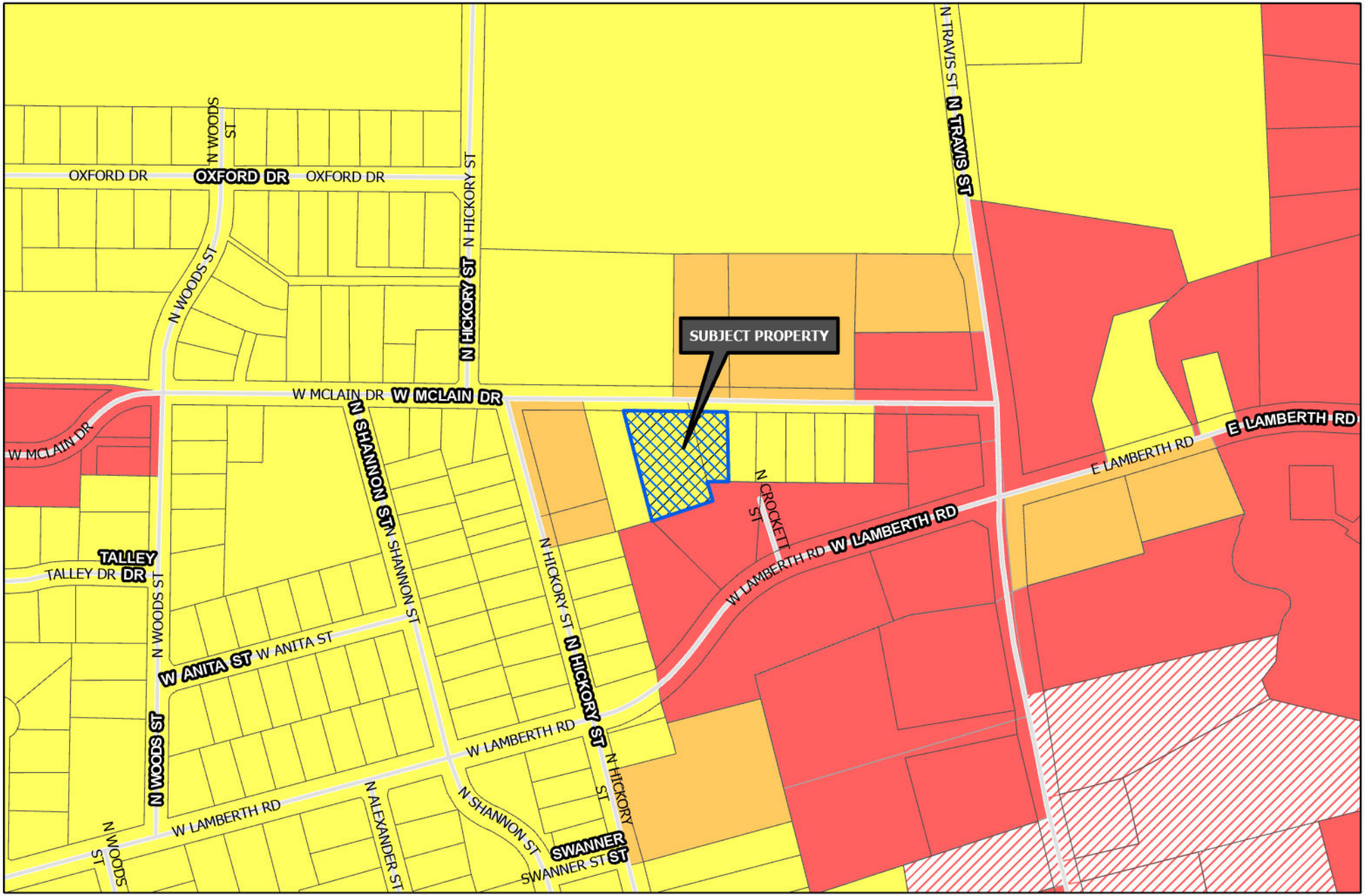
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
208 W MCLAIN DR

N
W E
S

Date: 3/20/2023 3:51 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN ZONING MAP 208 W MCLAIN DR

N W E S

Date: 3/20/2023 3:53 PM

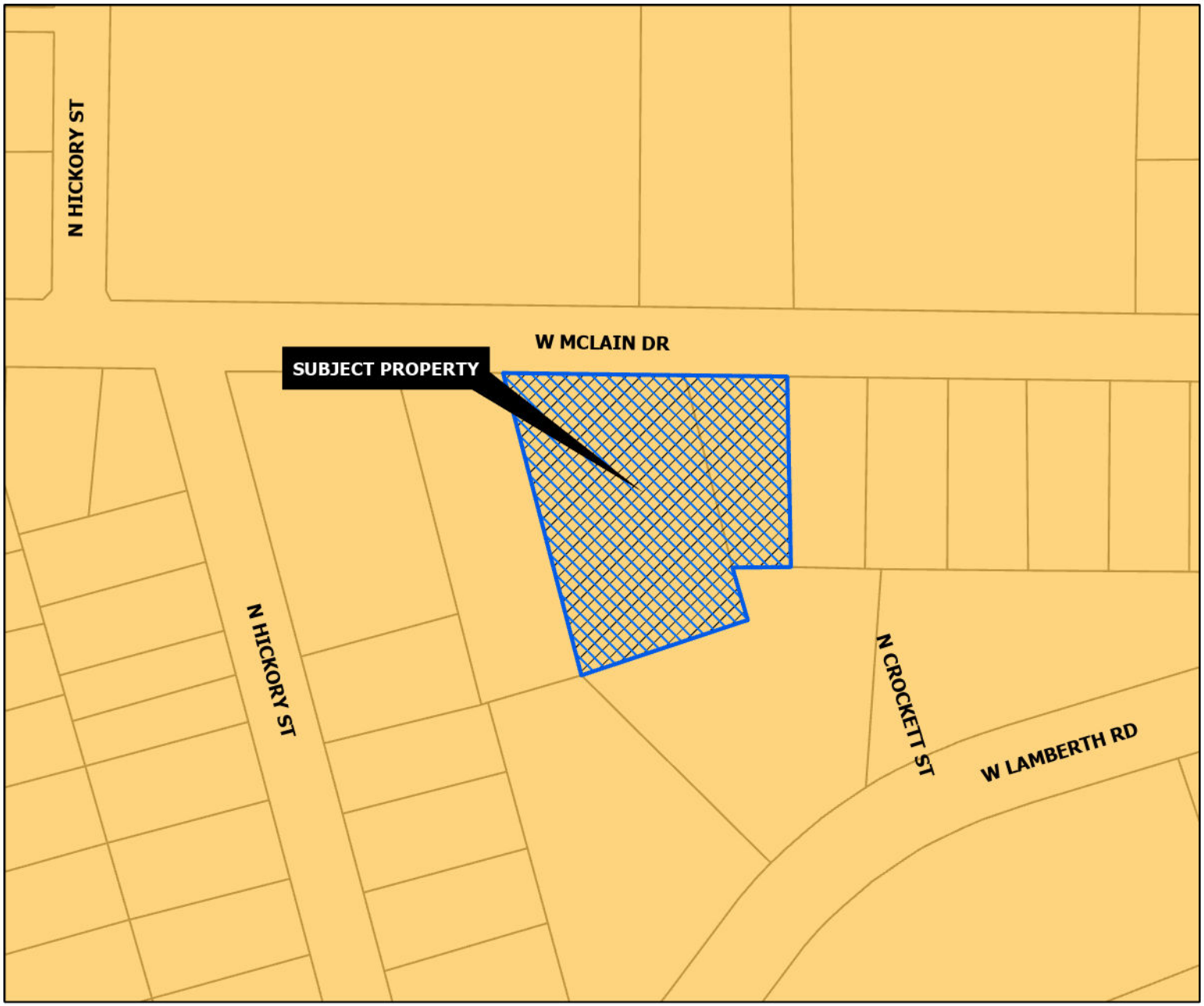
Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF PROPOSED ZONING CHANGE

PROJECT #: 23-000981

FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

04/04/2023 at 4:50 p.m.



CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

CITY OF SHERMAN
FUTURE LAND USE MAP
208 W MCLAIN DR

N
W E
S

Date: 3/20/2023 3:53 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 11, 2023

Muhammed Polani
LOXDON Group, Inc.
3645 Capston Ln.
Plano, TX 75074

Underwood Drafting & Surveying, Inc.
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for Public Hearing and Zone Change, consisting of 0.233 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition also being Lot 2, Polani Addition from a R-6 (Single-Family Residential) District to an R-2F (Duplex Residential) District located at 208 West McLain Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 18, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 23.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

208 WEST MCLAIN DRIVE

The request of Muhammed Polani, LOXDON Group, Inc. (Owners) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 208 West McLain Street, consisting of 0.824 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition and part of Lot 5, Block 2, J.B. Moorman's Subdivision, and currently zoned R-6 (Single-Family Residential) District, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change, consisting of 0.233 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition also being Lot 2, Polani Addition from a R-6 (Single-Family Residential) District to an R-2F (Duplex Residential) District.
B. Public Hearing and Final Plat of Polani Addition

Background:

The property is located at 208 West McLain Drive between North Hickory Street and North Travis Street. The owner is requesting to plat the property into two lots, keeping one with the existing single-family home (Lot 1) and the other for a proposed 2-unit duplex (Lot 2) and a Zone Change from a R-6 (Single-Family Residential) District to an R-2F (Duplex Residential) District. Only the proposed Lot 2 is being requested for a Zone Change from R-6 to R-2F.

Adjacent Zoning:

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

Origination:

Muhammed Polani, LOXDON Group, Inc. (Owners)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

16

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Final Plat
Staff Review Letter - Final Plat
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 7.**

Meeting Date: 05/15/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6596

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of being 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, City of Sherman, Grayson County, Texas, Located at 2450 North Frisco Road, Heretofore Zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the C-2 (General Commercial) District Zoning Classification, (USOW, LLC, Owners; Kent Hughlett (Representative); and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of USOW, LLC (Owner), Kent Hughlett (Representative/Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 2450 North Frisco Road, consisting of 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, City of Sherman, Grayson County, Texas, Heretofore Zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the an C-2 (General Commercial) District Zoning Classification

Background:

The property is located at 2450 Frisco Road between East James Street and Baker Drive. The owner is requesting a Zone Change from a C-2 (General Commercial) District and R-6 (Single-Family Residential) District to a C-2 (General Commercial) District.

The following has been approved for this location:

- July 21, 2020 - Zone change from R-1 (One-Family Residential) District to C-2 (General Commercial) District
- May 17, 2022 - Preliminary Plat approval of USOW Sherman Addition.
- July 19, 2022 - Final Plat approval of USOW Sherman Addition.

Origination:

USOW, LLC (Owner)
Kent Hughlett (Representative/Architect)
Helvey-Wagner Surveying, Inc.(Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6596
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
FLUM
STAFF REVIEW LETTER
P&Z Communication

ORDINANCE NO. 6596

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 3.896 ACRES BEING PART OF THE G.W. MCGLOTHLIN SURVEY, ABSTRACT NO. 827 AND THE S. MCGLOTHLIN SURVEY, ABSTRACT NO. 808, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2450 NORTH FRISCO ROAD, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT AND R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, (USOW, LLC, OWNERS; KENT HUGHLETT (REPRESENTATIVE); 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 2450 North Frisco Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 15th day of May 2023.

ADOPTED on this the 15th day of May 2023.

EFFECTIVE DATE on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

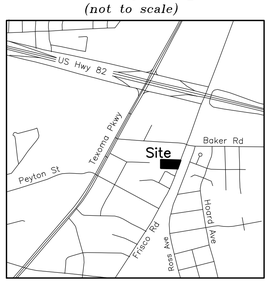
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

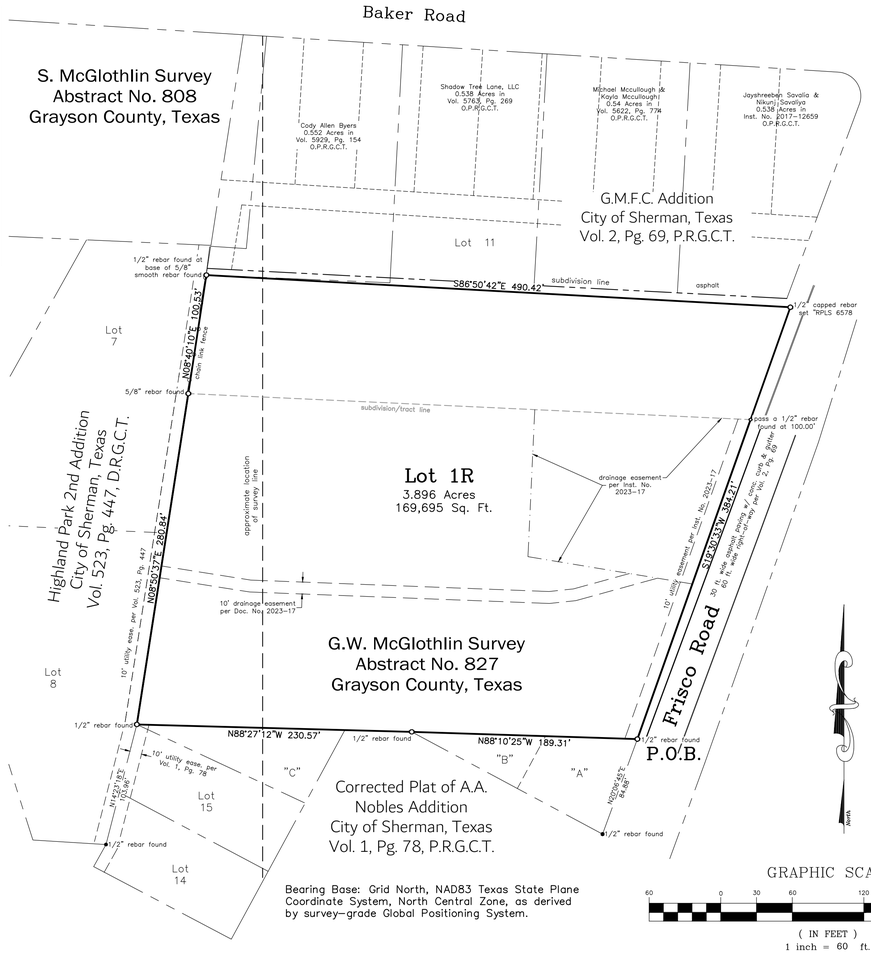
Vicinity Map

(not to scale)



General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. 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.



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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, USOW, LLC, sole owner of USOW Sherman Addition, Phase Two 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 USOW, LLC
H. Blume Loe, Jr.

AVIGATION RELEASE

WHEREAS, USOW, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as USOW Sherman Addition, Phase Two, 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 USOW Sherman Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2023.

By:_____

By: Authorized Representative for USOW, LLC, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared H. Blume Loe, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, USOW Sherman Addition, Phase Two to the City of Sherman, Texas is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, USOW Sherman Addition, Phase Two to the City of Sherman, Texas is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing plat of USOW Sherman Addition, Phase Two to the City of Sherman, Texas was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

LEGAL DESCRIPTION

SITUATED in the City of Sherman County of Grayson, State of Texas, being a part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, being all of the "called" 100 ft. by 500 ft. tract of land conveyed by General Warranty Deed from Neal Spencer to USOW, LLC on September 15, 2022 and recorded in Inst. No. 2022-31095, Official Public Records, Grayson County, Texas, and all of Lot 1 of USOW Sherman Addition to the City of Sherman, Grayson County, Texas as per plat of record in Doc. No. 2023-17, Plat 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 rebar found in the West line of Frisco Road, a public road, at the "monumented" Northeast corner of the Corrected Plat of A.A. Nobles Addition to the City of Sherman, Texas, recorded in Volume 1, Page 78, Plat Records, Grayson County, Texas, and the Southeast corner of both said Lot 1, USOW Sherman Addition and the herein described tract, SAID rebar bears North 20 deg. 06 min. 45 sec. East, 84.88 ft. from a 1/2 inch rebar found at the Southeast corner of Lot "A" said Nobles Addition;

THENCE North 88 deg. 10 min. 25 sec. West, with the North line of said A.A. Nobles Addition and the South line of said Lot 1, USOW Sherman Addition, a distance of 189.31 ft. to a 1/2 inch rebar found at the West corner of Lot "B", said Nobles Addition;

THENCE North 88 deg. 27 min. 12 sec. West, continuing with the North line of said A.A. Nobles Addition and the South line of said Lot 1, USOW Sherman Addition,, passing the West line of said G.W. McGlothlin Survey and the East line of said S. McGlothlin Survey and continuing on for a TOTAL distance of 230.57 ft. to a 1/2 inch rebar found in the East line of Lot 8, Highland Park 2nd Addition to the City of Sherman, Texas, recorded in Volume 523, Page 447, Deed Records, Grayson County, Texas, at the "monumented" Northwest corner of said Nobles Addition and the Southwest corner of both said Lot 1, USOW Sherman Addition and the herein described tract, SAID rebar bears North 14 deg. 23 min. 18 sec. East, 103.96 ft. from a 1/2 inch rebar found at an angle point in Lot 14, said Nobles Addition;

THENCE North 08 deg. 50 min. 37 sec. East, with the East line of said Highland Park 2nd Addition and the West line of said Lot 1, USOW Sherman Addition, for a distance of 280.84 ft. to a 5/8 inch rebar found at the "monumented" Southwest corner of said USOW, LLC 100 ft. by 500 ft. tract and the Northwest corner of said Lot 1, USOW Sherman Addition;

THENCE North 08 deg. 40 min. 10 sec. East, with the West line of said USOW, LLC 100 ft. by 500 ft. tract, a distance of 100.53 ft. to a ½ inch rebar found at the base of a ⅝ inch smooth rebar found at the Southwest corner of both Lot 11 of G.M.F.C. Addition to the City of Sherman, Texas as per plat of record in Volume 2, Page 69, said Plat Records and the 0.552 acre tract of land conveyed to Cody Allen Byers in Volume 5929, Page 154, said Official Public Records and the Northwest corner of said USOW, LLC 100 ft. by 500 ft. tract, at the most Western Northwest corner of the herein described tract;

THENCE South 86 deg. 50 min. 42 sec. East, with North line of said USOW, LLC 100 ft. by 500 ft. tract, at distance of 490.42 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" in the West right-of-way line of said Frisco Road, at the Northeast corner of both said USOW, LLC 100 ft. by 500 ft. tract and the herein described tract;

THENCE South 19 deg. 30 min. 33 sec. West, with the West line of said Frisco Road and the East line of said USOW, LLC 100 ft. by 500 ft. tract, passing a 1/2 inch rebar found at the Southeast corner of said USOW 100 ft. by 500 ft. tract and the Northeast corner of said Lot 1, USOW Sherman Addition, continuing on for a total distance of 384.21 ft. to the **PLACE OF BEGINNING** and containing **3.896 ACRES** of land

Replat
Lot 1R
USOW Sherman Additon, Phase Two
Being a Replat of USOW Sherman Addition & adjoining metes/bounds tract to the City of Sherman Grayson County, Texas
3.896 Acres
in the
G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808

Date of Preparation: March 8, 2023

Job No. CGS160323

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:
USOW, LLC
780 Tanglewood Trail
Pottsboro, Texas 75076

D:\Replat-Topo-2450-Frisco-Road\Civil 3D\Frisco-rd-3ac-TBC.dwg Layout: Plat Plot Date Mar 7 23 Time: 8:06 PM

dlagrone H:\PLANNING\Public Notification KT.aprx

5/30/2023

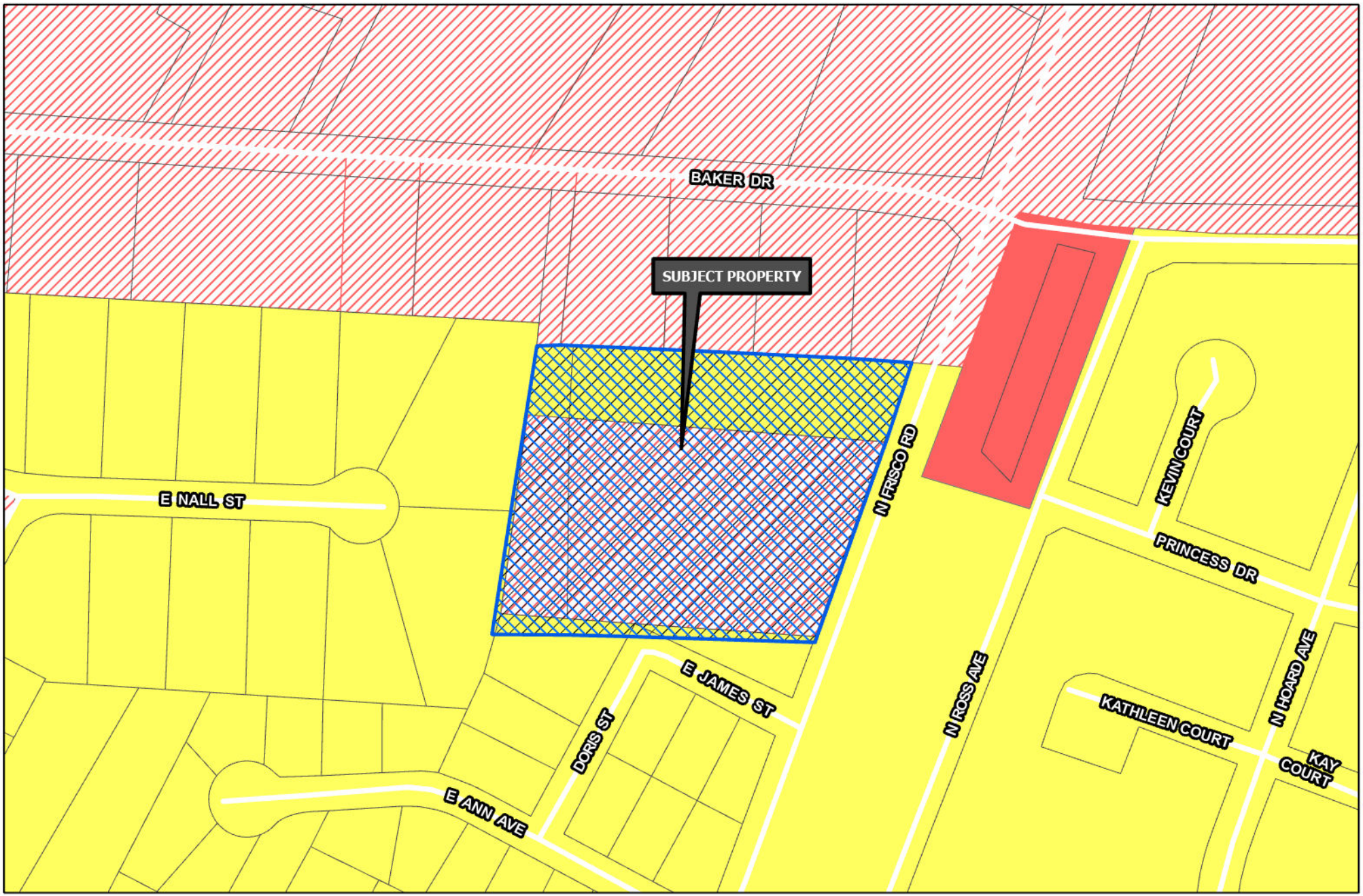
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2450 & 2522 N FRISCO RD

N
W E
S

Date: 3/30/2023 4:53 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
2450 & 2522 N FRISCO RD

N
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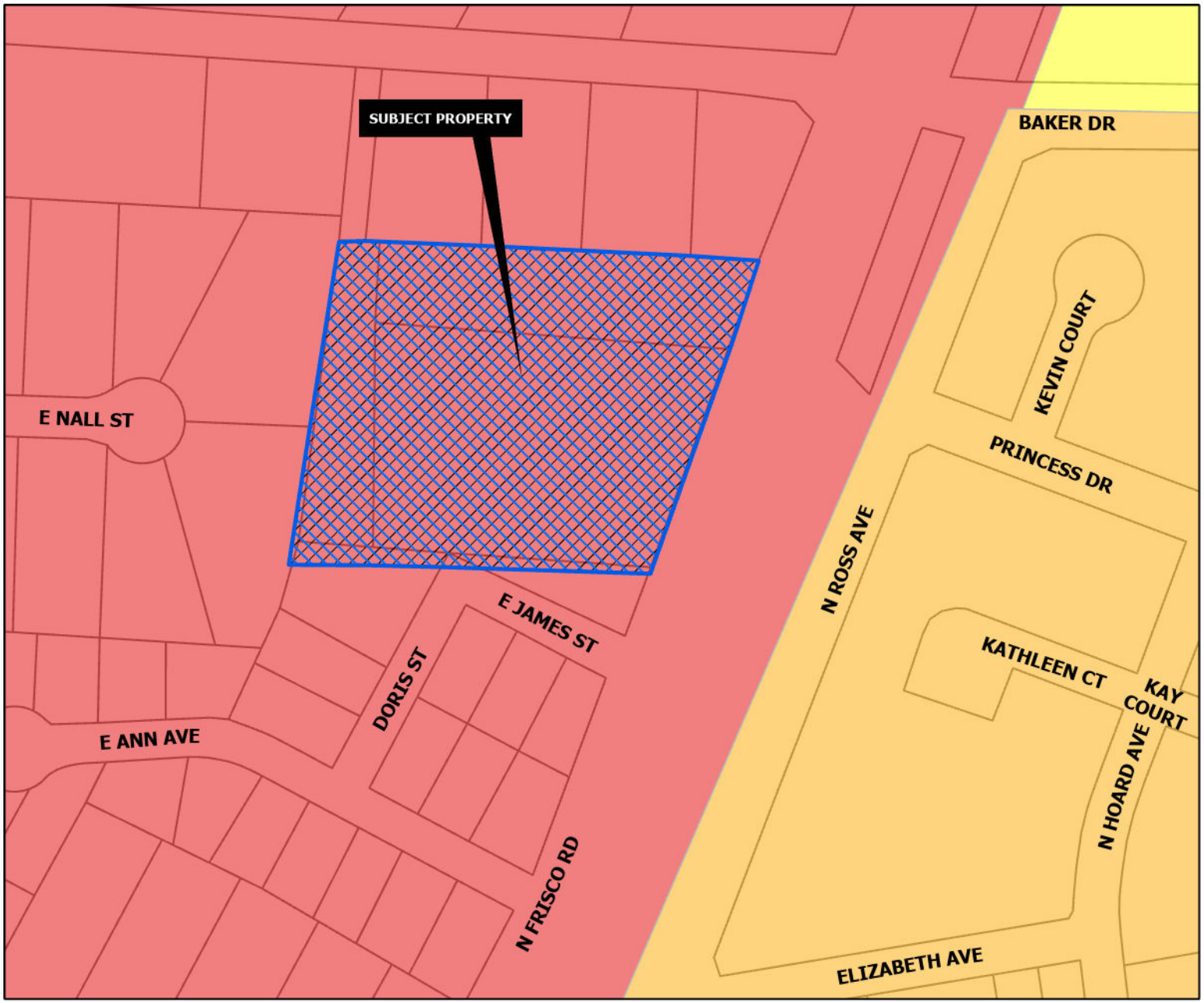
S

Date: 3/30/2023 4:57 PM

Sherman
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 23-001121
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
04/05/2023 at 4:35 p.m.

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF REQUESTED VARIANCE
PROJECT #: 23-001121
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
04/05/2023 at 4:35 p.m.



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Subject Locations

CITY OF SHERMAN
FUTURE LAND USE MAP
2450 & 2522 N FRISCO RD

N
W E
S

Date: 3/30/2023 4:59 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 11, 2023

USOW, LLC
780 Tanglewood Trail
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main Street
Denison, TX 75021

Kent Hughlett
177 Timberbrook Circle
Denison, TX 75021

Dear Applicants,

The request for Public Hearing and Variance under Section 14.02.017 to allow a side setback of 15' in lieu of the required 60' from the South and West property lines in a C-2 (General Commercial) District; Public Hearing and Variance under Section 14.02.017 to allow a side setback of 5' in lieu of the required 15' from the North property lines in a C-2 (General Commercial) District; Public Hearing and Zone Change from a C-2 (General Commercial) District and R-6 (Single-Family Residential) District to a C-2 (General Commercial) District; and Public Hearing and Site Plan for an Office/Warehouse Facility located at 2450 and 2522 North Frisco Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 18, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
5. Floor to Area Ratio not to exceed 0.5. *(Sec. 14.02.017(4)(B)*
6. Required Parking for Manufacturing and Industrial Parking *(Sec. 14.04.003(e)(1)* is as follows:
    a. 1 parking space for every 400 square feet of office floor area.
    b. 1 parking space for every 1,000 square feet for manufacturing or industrial floor area up to 20,000 square feet.
    c. 1 parking space for every 2,000 square feet for manufacturing or industrial floor area over 20,000 square feet.
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning

Commission.

Engineering

9. Platting of the property is required. Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004
10. 24' Fire Lane to extend north towards proposed dumpster sites between buildings 2 & 3 and between buildings 3 & 5 for fire code compliance. Code of Ordinances Chapter 3.02.002(c)
11. Verify fire requirements and code compliance with Fire Marshal. Code of Ordinances Chapter 3.02.002(c)
12. The location of the trash receptors must be approved by the Public Works Department.
13. 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
14. Upgrade of 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)
15. 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 Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

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

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 26.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

2450 NORTH FRISCO ROAD

The request of USOW, LLC (Owner), Kent Hughlett (Representative/Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 2450 North Frisco Road, consisting of 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808 and currently zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.017 to allow a side setback of 15' in lieu of the required 60' from the South and West property lines in a C-2 (General Commercial) District.
B. Public Hearing and Variance under Section 14.02.017 to allow a side setback of 5' in lieu of the required 15' from the North property lines in a C-2 (General Commercial) District.

Planning and Zoning Commission

C. Public Hearing and Zone Change from a C-2 (General Commercial) District and R-6 (Single-Family Residential) District to a C-2 (General Commercial) District.
D. Public Hearing and Site Plan for an Office/Warehouse Facility.
E. Public Hearing and Replat of USOW Sherman Addition, Phase Two

Background:

The property is located at 2450 Frisco Road between East James Street and Baker Drive. The owner is requesting a Variance on the required side setback for a wood fence along the South and West side of the property and a Variance for the North side of the property to discourage tenants from storing items behind the building. The owner is also requesting Zone Change, Site Plan and Replat approval for an office/warehouse facility to match the adjoining property on the South.

The following has been approved for this location:

- July 21, 2020 - Zone change from R-1 (One-Family Residential) District to C-2 (General

Commercial) District
- May 17, 2022 - Preliminary Plat approval of USOW Sherman Addition.
- July 19, 2022 - Final Plat approval of USOW Sherman Addition.

Adjacent Zoning:

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

Origination:

USOW, LLC (Owner)
Kent Hughlett (Representative/Architect)
Helvey-Wagner Surveying, Inc.(Surveyor)

Master Plan Designation:

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

Number of notices mailed:

24

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Site Plan
Survey
Building Plan
Staff Review Letter - Replat
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 8.**

Meeting Date: 05/15/2023

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6590, 6591, 6592, 6593, 6594, 6595 & 6596.

Issue:

F. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6590**
Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 78 acres Generally Located North of Post Oak Creek, South of Three Oaks, Phase II, and along the Burlington Santa Fe Railroad, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

F. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6591**
Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 25.08 acres Generally Located North of Post Oak Creek, East of U.S. Highway 75 and South of Three Oaks, Phase II, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280

F. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6592**
Closing and Abandoning a Portion of Dedicated Right of Way in the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibit "A-2" Attached Hereto and Made a Part Hereof for all Purposes, Said Right of Way being Established in Instrument No. 2022-15606 of the Official Public Records of Grayson County, Texas

F. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6593**
Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, City of Sherman, Grayson County, Texas, Located at 1013 South First Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in an R-5 (Single-Family Residential) District Zoning Classification, (Jason Earnhart, Earnhartbuilt, LLC, Owner and Copley Land Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6594**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow an Automobile Repair, Body Work, or Painting and Boat/Recreational Vehicle (RV) Rental, Storage, and Repair in a C-2 (Retail Business) District, Located at 4613 North FM 1417, Building #200 and #300 (Heritage Parkway), consisting of 20.45 acres, being a part of the Alfred Hume Survey, Abstract No. 522, the Benjamin J. Hutson Survey, Abstract No. 496 and the James L. Atchison Survey, Abstract No. 21, City of Sherman, Grayson County, Texas (Kelson Commercial Properties, Owner; Annie Burdette, Clear Edge Auto & Marine, Representative; and Underwood Drafting & Surveying, Inc., Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6595**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land, consisting of 0.233 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition also being Lot 2, Polani Addition, City of Sherman, Grayson County, Texas, Located at 208 West McLain Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the R-2F (Duplex Residential) District Zoning Classification, (Muhammed Polani, LOXDON Group, Inc., Owners; and Underwood Drafting & Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6596**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of being 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, City of Sherman, Grayson County, Texas, Located at 2450 North Frisco Road, Heretofore Zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the C-2 (General Commercial) District Zoning Classification, (USOW, LLC, Owners; Kent Hughlett (Representative); and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 05/15/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7073

Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 207 S Travis Street

Issue:

An agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for a Downtown Building Improvement Grant for renovations to a historically significant property in the downtown Tax Increment Reinvestment Zone, located at 207 South Travis Street

Background:

The Downtown Building Improvement Grant is designed to stimulate substantial, visible, and permanent improvements to historically significant buildings and to spur interest in vacant and underutilized buildings of historical value in the downtown TIRZ. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of $50,000 per project, per year.

This application is the seventh received under the new program. The project is to restore the historic structure established in approximately 1925 and located at 207 South Travis Street in Downtown Sherman. The project will restore and renovate the interior and exterior of the 3,200-square-foot structure for proposed future retail uses. The qualified costs for the proposed renovation work are approximately $139,083. The project qualifies for a matching grant of $39,488.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

The project is eligible for a DBIG grant in the amount of $39,488.

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 $39,488.

Alternatives:

As directed by Council.

Attachments

Resolution No. 7073
Application Packet
Existing Building
Elevation
Aerial Location Map

RESOLUTION NO. 7073

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 DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 207 S. TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for improvements to 207 S. Travis Street under the City of Sherman's Downtown Building 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 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

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: 972-832-8011

   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
   - ____ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership/ lease: 9 Months
   Date purchased/ leased: 07/22/2022

II. Property Information

1. Address of property to be improved: 207 S Travis St, Sherman TX 75090

2. Legal description of subject property:
   OTP Sherman, Block 8, Lot PT 2 & N 10'3
   Row Bldg – 1

3. Grayson County Tax Assessor Parcel Number(s):
   R532997

4. Year built: 1925 Square footage: 3,200sqft
   (Eligible buildings must be at least 50 years of age.)

6. What are the current types of businesses or other uses occupying the building?
   Currently vacant.

7. Name and phone number of tenant(s), if applicable: N/A

(Attach additional names/numbers, if needed)

8. Use of building after construction: Future uses included basic retail uses

9. Number of parking spaces provided: _____ Proposed: _____ Total: _____

10. Current zoning: Central Business District C-1

11. Is a zoning amendment required? Yes___ No_X_

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.

   Description: We will be renovating the exterior façade with an update including a balcony on the second floor. This exterior will respect the historical elements of the building and infuse a modern accent. Fire Sprinklers will be added for property preservation. A full remodel to the first floor interior space including ceiling, electrical/lighting, interior paint and flooring.

___ Designs Attached	__ "Before" Picture(s) Attached

2. How many jobs will be **retained** once the project is completed?

   _____ Full-time positions _____ Part-time positions

3. How many **new positions** will result from this project?

   _____ Full-time positions _____ Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
   D2 Builders, LP 940-289-0200

   Amount: $139,083

2. Name/Company and Phone Number of Second Contractor:
   Joe Tully, PintrailRestoration.com 469-642-9910

   Amount: $148,500

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: $140,000

5. Estimated completion date for your improvements? ____12/01/2023__

VI. Agreement of Applicant and Property Owner

I/We, __RP Sherman Properties II, LLC_____, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of 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.

death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

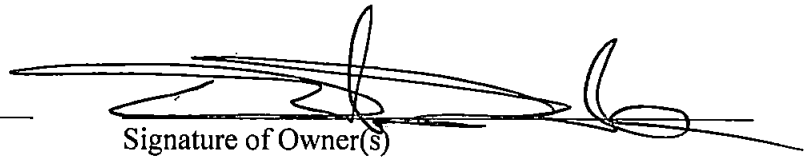
Applicant or Authorized Agent of Applicant

Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, RP Sherman Properties II, LLC, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (*Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

4/24/23
Date



Signature of Owner(s)

207 S. Travis - Improvements

Plans/Permits	6,327	
Asbestos/Demolition	8,991	
Front Facade & Entrance	41,070	
Awning/Balcony	17,760	
Downstairs Fireproof	17,760	
Fire Sprinklers	18,870	
Staircase	4,218	
Downstairs Paint	7,215	
Downtstairs Flooring	13,320	
Downstairs Misc	3,552	
		139,083

207 STE 100
Bridge
LLC
Google

G1

D2Built | TRAVIS SUITES

TRAVIS 207 | 05.08.2023

KNIGHTON
ARCHITECTURE + PLANNING

diagram: H:\ENGINEER\GIS\ESRI-jdp\Public Notification\dp.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

207 S TRAVIS ST.

N
W E
S

Date: 5/11/2023 11:53 AM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 2.**

Meeting Date: 05/15/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7074

Approving the Greater Texoma Utility Authority's Intention to Award the Guaranteed Maximum Price Two (GMP 2.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main Project

Issue:

Approving the Greater Texoma Utility Authority's (GTUA) Intention to Award a Guaranteed Maximum Price Two (GMP 2.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main Project.

Background:

To serve the fast-growing needs of the City's industrial, commercial, and residential users, a 36-inch water main needs to be installed from the water treatment plant on the north side of the City to the south side of the City by 2025. In an effort to construct this main in such a short timeframe, GTUA and the City of Sherman selected Garney as Construction Manager At Risk (CMAR) for the project.

On April 4, 2023 four packages of materials and services were advertised for proposals to be pre-procured for this project. Proposals were received on April 20, 2023. The City staff, the City's Program Manager, the City's design engineer, GTUA and the CMAR evaluated and scored the proposals on April 27, 2023. The consensus of the scoring team agreed to all four bid packages.

This award establishes a progressive GMP Bid Package 2.00 – Preliminary Work. Approval will give authorization to the CMAR Contractor to procure Construction Staking in Bid Package 2.01, to procure SWPPP Installation & Inspection in Bid Package 2.02, to provide Tunnel Installation work in Bid Package 2.03, and finally to provide Clearing and Temporary Gates in Bid Package 2.04.

Origination:

Engineering Department

Financial Consideration:

Based on the submitted proposals and evaluations, Garney has proposed to establish a Guaranteed Maximum Price (GMP) for this package per the terms of their CMAR contract at $8,846,863.41. Garney is required to prepare this GMP for the Owner's review and acceptance. The total CMAR contract price will increase to $10,818,352.61. This project is funded through the 2023 Greater Texoma Utility Authority (GTUA) Open Market Bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to award the Guaranteed Maximum Price Two (GMP 2.00) for Garney Companies, Inc. for the 36-Inch West Sherman Water Main project.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7074
GMP 2.0 letter & bid
Location Map

RESOLUTION NO. 7074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE GUARANTEED MAXIMUM PRICE TWO (GMP 2.00) FOR GARNEY COMPANIES, INC. FOR THE 36-INCH WEST SHERMAN WATER MAIN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to award the Guaranteed Maximum Price Two (GMP 2.00) for Garney Companies, Inc in the amount of Eight Million Eight Hundred Forty-Six Thousand Eight Hundred Sixty-Three Dollars and Forty-One Cents ($8,846,863.41) for the 36-Inch West Sherman Water Main.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Tom Pruitt, P.E.
City of Sherman
220 W. Mulberry St.
Sherman, TX 75091

5/5/2023

RE: 36" West Water Main – GMP 2.00

Mr. Pruitt,

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility Authority (GTUA) on behalf of City of Sherman, Garney is pleased to provide the below information and attached documentation to establish the progressive Guaranteed Maximum Price for City of Sherman – 36" West Water Main– Bid Package 2.00 – Pipeline Material Supply.

Garney proposes to establish the Guaranteed Maximum Price (GMP) for this bid package at $8,846,863.41. This GMP Proposal includes the work and installation of the following scopes to support future GMP proposals and the installation of the Water Pipeline.
SOV 2.01 – Construction Staking
SOV 2.02 – SWPPP Installation and Inspections
SOV 2.03 – Tunnel Installation
SOV 2.04 – Clearing and Temporary Gates

This GMP proposal is for the early works listed above in adherence to the bid documents. The above scopes of work will be subcontracted by Garney Construction within the requirements of the Agreement for the CMAR Project. These scopes may have coordination with future procurements in forthcoming GMP proposals. Also included in this proposal is the cost for the CMAR management.

The procurement scope included in this GMP proposal includes the above scopes of work as identified in the plans and specifications made available to Garney for the purpose of procurement. These plans and specifications are generally referred to as the "36-inch West Sherman Water Main – March 2023 – 90% Submittal" and "Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-in West Sherman Water Main – Bid Package 2.00 – March 2023."

These plans and specifications were not final at the time of procurement and were intended for the sole purpose of early procurement of the above referenced items. It is both possible and likely that design revisions will be made as the project progresses from the 90% Design through Final Design for Construction. Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in future GMP proposals or as a Change Order to the current GMP proposal, as directed by GTUA, City of Sherman, and in accordance with the Agreement.

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This GMP includes the Construction Manager at Risk's Fees and Expenses, the estimated Cost of the Work, and expenditures as outlined in the Contract Documents and Agreement.

Please contact Garney directly if there are any questions regarding this GMP Proposal.

Sincerely,
GARNEY COMPANIES, INC.

Sam Marston
Preconstruction Manager

CC: VT Madhaven – Pape Dawson
Bill Williams – Garney
Wayne Lee – City of Sherman
Paul Sigle – Greater Texoma Utility District

Bidding documents:
36-inch West Sherman Water Main – March 2023 – 90% Submittal
Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-in West Sherman Water Main – Bid Package 2.00 – March 2023
Addendum 1 for Bid Package 2.00

Greater Texoma Utility Authority on behalf of City of Sherman

36" West Sherman Water Main

GMP 2.00 - Bid Package 2.0

Work Procurement
Link to Bid Documents

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Contract Documents per Bid Package 2.00

The West Water Main Bid Package 2.00 contract bid documents can be accessed via the following link. On this site, we have posted the following documents.

- 90% Drawings and Specifications
- Addendum 1

90% Drawings and Specifications utilized at time of Bid.

To access the Bid Package 2.00 Contract Documents:

1. Navigate to the following Website: https://www.civcastusa.com/
2. Click “Browse Bids”
3. In the filters drop down list to the right select “All (Archives)”
4. In the filters type the project name into the dialogue box
5. Select the link to the project documents

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Greater Texoma Utility Authority on behalf of City of Sherman

36" West Sherman Water Main

GMP 2.00 - Bid Package 2.00

Work Procurement
GMP Clarifications

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1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Description of Variations, Substitutions Proposed Bid Package 2.00

1. **Specifications** (See hyperlink provided to gain access to the contract documents that accompanied Bid Package 2.00). Per this Early Work GMP 2.00, submittal is "as per specifications" at time of Bid Package 2.00.
    a. Qualifications and Assumptions (See Below)
    b. Exclusions (See Below)

2. **Assumptions and Clarifications**
    a. This is strictly material procurement per plans and specifications available at time of bid.
    b. GMP pricing exclusive of pipeline installation costs.
    c. GMP pricing contingent upon GTUA and City of Sherman May 2023 Board Approval.
    d. Permits are to be provided by others.
    e. GMP assumes access to easements throughout the duration of the project.
    f. GMP does not include an alternative access to the easement from roads or other thoroughfares.
    g. Milestones included in the bid package(s) scopes of work may and likely will change as easement acquisition progresses and lands become available.
    h. Costs associated with impacts associated to land procurement have not been included in full. Any impacts will be quantified and included in future GMPs.

3. **Value Analysis**
    a. Opportunities for value to the program can be negotiated based on team consensus. Items identified specifically with this bid package will be discussed, modified, and tracked through the start of construction.

4. **Allowance Schedule (Not applicable)**

5. **Schedule of Unit Prices**

    a. As included in the schedule of values provided by the proposers.

6. **All other information (Not applicable)**

Greater Texoma Utility Authority on behalf of City of Sherman

36" West Sherman Water Main

GMP 2.00 - Bid Package 2.00

Work Procurement
Concurrence of Award/Evaluation

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

5/5/2023

RE: Greater Texoma Utility District on behalf of City of Sherman – Bid Package 2.00

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility District on behalf of City of Sherman, Garney is providing the below information for the recommendation of award for the City of Sherman 36" West Water Main – Bid Package 2.00 – Early Works. This includes the tabulation of bids received in response to the solicitation and associated scoring for each bid package.

Bid package 2.00 included the following procurement items:
SOV 2.01 – Construction Staking
SOV 2.02 – SWPPP Installation and Inspection
SOV 2.03 – Tunnel Installation
SOV 2.04 – Clearing and Temporary Gates

The proposals for the above bid packages were received 4/20/2023 for review and evaluation. The City, Program Manager, and CMAR evaluated the proposals received on 4/27/2023. A consensus was made, to award the above-mentioned scopes to the respective proposers.

SOV	Scope	Company	Total Awarded Points
2.01	Construction Survey	Gorrondona	96.00
2.02	SWPPP	Trinity Green	98.00
2.03	Bores/Tunnels	LP Sundance	98.33
2.03	Bores/Tunnels	AR Daniels	86.22
2.04	ROW Clearing/Temp Fence	AL Helmcamp	92.00

CONFIDENTIAL

Sherman WTP

110

GRAYSON
COUNTY
AIRPORT

112

111

107

36-INCH WEST SHERMAN
WATER MAIN

CITY OF SHERMAN, TX

1234

109

Connect at
Shepherd Drive

Iron

Ore

City

Loy
Lake

Branch

Denis

Creek

Sand

Calf

Post

Oak

Choctaw

Branch

Creek

South

LUELLA
POP 559

922

1417

82

75

91

160

P20

11

92

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 3.**

Meeting Date: 05/15/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7075
Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Freese and Nichols, Inc. for Design of the Northwest and Southwest Transmission Pipeline

Issue:

To consider an amendment to the professional services agreement with Freese and Nichols, Inc. for the design of the Northwest and Southwest Transmission Pipeline project.

Background:

As a result of major industrial development and planned developments in the southern portion of the City, a 36-inch water main is needed from the water treatment plant to Shepherd Drive to properly serve these developments. This professional services contract will provide construction drawings for approximately 73,000 feet of 36-inch water main from the water treatment plant to Shepherd Drive. The alignment will be mostly along the western portion of the City west of FM 1417. This water main will also be able to supply water for future developments in this part of the City. This contract will also provide easement acquisition services and construction inspection services.

The additional work being requested herein has four parts:
1. Additional engineering in the 90% and 100% final design, bidding, construction services for 2,250-LF additional line.
2. Special Services in the form of additional easement documents.
3. Special Services in the form of environmental services, namely preconstruction notification (PCN) to the U.S. Army Corps of Engineers (USACE) and preparation of the PCN in accordance with the Nationwide Permit (NWP)
4. Special Services in the form of Archaeological Investigation Services associated with item #1 above.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this Amendment No. 1 is $140,210.00, making a contract total of $6,213,760.00. This will be funded by GTUA Bond Funds.

Staff Recommendation:

It is recommended that the Amendment No. 1 to the professional services agreement with Freese and Nichols, Inc. for the design of the Northwest and Southwest Transmission Pipeline project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7075
Amendment No. 1
Original Agreement
Location Map

RESOLUTION NO. 7075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with Freese and Nichols, Inc. for design of the Northwest and Southwest Transmission, 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 15th day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

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

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF SHERMAN (OWNER) AND FREESE AND NICHOLS, INC. (ENGINEER) FOR THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE

Dated April 4, 2022 ("Original Agreement")

This Amendment No. 1 serves to increase the original contract fees of Six Million Seventy-Three Thousand Five Hundred and Fifty dollars ($6,073,550) by One Hundred and Forty Thousand Two Hundred and Ten dollars ($140,210) to a total amount of Six Million Two Hundred and Thirteen Thousand Seven Hundred and Sixty dollars ($6,213,760) based on the following **additional** work to the project scope:

1. Basic Services
    a. Final Design (90%, 100%), Bid Phase Services, Construction Administration Services, and Record Drawing Services
        i. Provide the above mentioned services as outlined in the original agreement for an additional 2,250 LF extending from the original project termination point at the intersection of Shepherd Drive and Flanary Road (Interurban Parkway) to a point approximately 600 LF east of the existing Shepherd Drive EST and connect to the existing 24-inch water line.

2. Special Services B – Easement Documents
    a. At the parcels where the alignment enters the Flanary Road (Interurban Parkway) alignment, acquire ROW for the full width of the road in lieu of water line easement. This will require additional field work to set corners for the proposed ROW.

3. Special Services E – Environmental Services
    a. Preparation and Submission of a Preconstruction Notification to the USACE
        i. Pre-Application Meeting with USACE
            1. FNI will prepare a letter to the USACE Tulsa District requesting a pre-application meeting. The letter will include a description of the project, its purpose and need, maps, and conceptual design drawings. FNI will coordinate and attend the pre-application meeting with the USACE and prepare meeting documentation. This scope assumes that the pre-application meeting will be held using the USACE's preferred virtual platform.
        ii. Delineation Report
            1. FNI will prepare a Delineation Report in accordance with USACE guidance to document potential waters of the U.S., including wetlands. The Delineation Report will include the required data forms and maps.
        iii. Prepare PCN
            1. FNI will prepare a PCN in accordance with the requirements of NWP General Condition 32.

2. A draft PCN will be prepared for the City's review and comment. The PCN will include the Delineation Report, USACE ENG Form 6082 application form, cultural resources information, federally listed threatened or endangered species information, and the required supporting documentation and engineering drawings depicting the proposed impacts to waters of the U.S. The final PCN will be prepared by incorporating the City's comments and will be submitted to the USACE Tulsa District.

iv. Address USACE Comments
    1. FNI will address up to two rounds of USACE comments/requests for additional information or clarification. Based on our review of available design information, permanent losses to WOTUS are not likely. If required, this scope assumes that mitigation will be covered by the purchase of mitigation bank credits; therefore, development of a mitigation plan is not included in this scope of services. FNI will coordinate with the mitigation bank and obtain a sales agreement for the purchase of credits, if required. Additional requests by the USACE for site visits, preparation of a compensatory mitigation plan, consultation with other resource agencies, or excessive request for additional information resulting in expenditures beyond FNI's project budget will be considered additional services.

v. USFWS Conference
    1. If required, FNI will participate in one conference call or virtual meeting with the U.S. Fish and Wildlife Service (USFWS) and the USACE to discuss NWP General Condition 18 requirements for federally listed threatened or endangered species. This scope does not include formal consultation under Section 7 of the Endangered Species Act.

vi. Project Team Coordination
    1. FNI scientists will coordinate with the project team (design team and City) on the findings of the delineation, assist with fill calculations, and provide permitting input into the design.

vii. Additional Permitting Site Visit for the Shepherd Drive EST
    1. If required, FNI will perform an additional pedestrian survey to document the conditions of potential WOTUS and federally listed threatened and endangered species habitat at the proposed Shepherd Dr Elevated Storage Tank (EST) site following development activities by other parties.

viii. Shepherd EST PCN
    1. If a PCN is required for the construction of the proposed Shepherd EST based on impacts to WOTUS, NWP General Condition 18, or NWP General Condition 20, FNI will prepare a PCN in accordance with the requirements of NWP General Condition 32. A draft PCN will be prepared for the City's review and comment. The PCN will include a Delineation Report, USACE ENG Form 6082 application form, cultural resources information, federally listed threatened or endangered species information, and the required supporting documentation and engineering drawings depicting the proposed

impacts to waters of the U.S. The final PCN will be prepared by incorporating the City's comments and will be submitted to the USACE Tulsa District.

b. Deliverables
   i. Request for Pre-application Meeting
   ii. Delineation Report
   iii. NWP PCN

c. Additional Services
   The following services are not included in the scope of work but can be provided upon written authorization by the Client:
   i. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
   ii. Preparation of a standard individual Section 404 permit application.
   iii. Conduct tree survey and prepare permit application for compliance with City tree ordinance requirements.
   iv. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
   v. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
   vi. Presence/absence surveys for state or federally listed threatened/endangered species.
   vii. Freshwater mussel surveys and reports.
   viii. Scour analysis and reports.
   ix. Geomorphic stream assessments and reports.
   x. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
   xi. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
   xii. Additional field investigations or analysis required to respond to public or regulatory agency comments.
   xiii. Formal consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
   xiv. Conditional assessments of streams and wetlands following USACE methodology such as Texas Rapid Assessment Method (TXRAM).
   xv. Expert representation at legal proceedings or at contested hearings.
   xvi. Phase I/II Environmental Site Assessment

4. Special Services II – F – Archeological Investigation Services
   a. Archeology Field Survey and Reporting, Archeological Field Survey, Draft Reporting, Curation and Final Report Preparation
      i. Provide the above mentioned services as outlined in the original agreement for an additional 2,250 LF extending from the original project termination point at the intersection of Shepherd Drive and Flanary Road (Interurban Parkway) to a point approximately 600 LF east of the existing Shepherd Drive EST.

ii. Provide the above mentioned services as outlined in the original agreement for the 1.53 acre proposed Shepherd Drive EST site. This will be a separate investigation, survey, and report specific to the Shepherd EST site.

The contract amount under the Original Agreement shall be increased by a fee not to exceed the following amounts:

1. Basic Services (Lump Sum)
    a. Final Design (90% and 100%) $28,500
    b. Construction Administration..... $2,850
    c. Record Drawings $1,850

    Total Basic Services $33,200

2. Special Services (Not to Exceed)
    a. Easement Documents..... $15,410
    b. Environmental Services $67,500
    c. Archeological Investigation Services $24,100

    Total Special Services $107,010

TOTAL FEE INCREASE (NOT TO EXCEED): $140,210

ARTICLE III. TERM

1. No adjustment to project duration.

[Rest of page left intentionally blank]

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Engineer shall be compensated as follows:

1. Basic Services (Lump Sum)
    a. Conceptual Study $344,600
    b. Preliminary Design (30%) $387,150
    c. Intermediate Design (60%) $747,950
    d. Final Design (90% and 100%) **$1,210,100**
    e. Bid Phase Services $108,600
    f. Construction Administration **$404,050**
    g. Record Drawings **$48,100**

    Total Basic Services **$3,250,550**

2. Special Services (Not to Exceed)
    a. Topographic Surveying $355,650
    b. Easement Documents **$215,035**
    c. Subsurface Utility Engineering $107,225
    d. Geotechnical Engineering $361,700
    e. Environmental Services **$108,900**
    f. Archeological Investigation Services **$76,200**
    g. Corrosion Engineering Services $86,650
    h. Surge Protection Engineering Services $103,700
    i. Easement Acquisition Services $887,150
    j. Construction Management Services $661,000

    Total Special Services **$2,963,210**

CONTRACT TOTAL (NOT TO EXCEED): $6,213,760

[Rest of page left intentionally blank]

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this _____ day of _____,2023.

OWNER:
CITY OF SHERMAN, TEXAS

_____
Robby Hefton, City Manager

ATTEST:

_____
Linda Ashby
City Clerk

ENGINEER:
FREESE AND NICHOLS, INC.

_____
Clayton C. Barnard, P.E., Principal

ATTEST:

_____

APPROVAL RECOMMENDED:

_____
Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____

NAME: _____
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS§
§
COUNTY OF Dallas **§**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Clayton Barnard of Freese and Nichols, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Freese and Nichols, Inc., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of May, A.D. 2023.

SCOTT SCHUTZ
Notary ID # 13392720-5
My Commission Expires
August 25, 2026

Notary Public In and For Dallas County, Texas

My Commission Expires:

8/25/2026

RESOLUTION NO. 6868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE; 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 Freese and Nichols, Inc. for design of the Northwest and Southwest Transmission, 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 4th day of April, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY CLERK

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

FREESE AND NICHOLS, INC

FOR

PROFESSIONAL SERVICES

Made as of the 4th day of April, 2022:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Freese and Nichols, Inc.**
5805 Main Street, Suite B
Frisco, Texas 75034
Telephone: (972) 624-9201

for the following Project: **Northwest and Southwest Transmission Pipeline**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Freese and Nichols, 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 Northwest and Southwest Transmission Pipeline 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 amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump sum basis in an amount not to exceed **Three Million Two Hundred Seventeen Thousand Three Hundred Fifty Dollars ($3,217,350)**; and (b) for Special Services, on cost-plus basis in an amount not to exceed **Two Million Eight Hundred Fifty-Six Thousand Two Hundred Dollars ($2,856,200)** (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 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	Range of Hourly Rates	
Professional 1	85	159
Professional 2	107	168
Professional 3	131	244
Professional 4	163	262
Professional 5	199	375
Professional 6	211	427
Construction Manager 1	95	189
Construction Manager 2	116	204
Construction Manager 3	179	240
Construction Manager 4	219	310
CAD Technician/Designer 1	77	158
CAD Technician/Designer 2	112	169
CAD Technician/Designer 3	143	223
Corporate Project Support 1	56	135

Corporate Project Support 2	78	188
Corporate Project Support 3	112	285
Intern/Coop	45	115

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend

performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

3.10 **Fixed Budget Limit for Construction Cost** - If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this 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 $(58,771,000) 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. Absent negligence on the part

of the Consultant in making its estimates of probable Construction Cost, providing services as defined in Exhibit A shall be the limit of the Consultant's Services related to the establishment of such fixed limitation of Construction Costs. The Consultant shall be entitled to compensation for all other services performed in accordance with this Agreement.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

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 hiring a replacement Consultant 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:
Clayton C. Barnard, P.E.
Principal/ Vice President
Freese and Nichols, Inc.
5805 Main Street, Suite B
City, TX 75034
Telephone: (972) 624-9207
Email: ccb@freese.com

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against

the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship

between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **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 **Duty to Facilitate Compliance with Public Information Act** –

(a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by City in a fiscal year of the City City Council.

(b) If this Agreement is described in subsection (a) above, Consultant shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to City for the duration of this Agreement;

(2) promptly provide to City any contracting information related to this

Agreement that is in the custody or possession of Consultant on request of City; and

(3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Consultant; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.

(c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Consultant agrees that this Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

12.24 **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 in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

12.25 **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.

12.26 **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:
Freese and Nichols, Inc.
a Texas corporation

By: _____
Clayton C. Barnard, PE,
Principal/ Vice President

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ROBBY HEFTON**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF SHERMAN, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF April 2022.

LINDA ASHBY
NOTARY PUBLIC
STATE OF TEXAS
ID # 382275-0
My Comm. Expires 06-06-2022

Linda Ashby
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 6/6/2022

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CLAYTON C. BARNARD**, 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 **FREESE AND NICHOLS, INC**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1st DAY OF April 2022.

APRIL DENISE CRANE
Notary Public, State of Texas
Comm. Expires 02-02-2024
Notary ID 12300507-6

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 2/2/2024

I. PROJECT DESCRIPTION

The expansion of Texas Instruments production facilities within the Southwest section of the City is requiring several improvements to the water transmission system. This project will include the design of a 36" water transmission line from the Water Treatment Plant, located south of State Highway 691 along La Cima Road, to the proposed intersection of Shepherd Drive and Flanary Road, approximately 73,000-LF. The pipeline is anticipated to travel along Friendship Road , FM 1417 and Flanary Road. The final alignment will be established within the Conceptual Study. This project includes a transfer valve near the intersection of FM 1417 and Flanary Road that will lower the pressure from the Northwest Pressure Zone into the Southwest Pressure Zone. The transfer valve will be located within an underground precast vault with SCADA controls to allow for operation of the proposed Southwest Elevated Storage Tank.

This scope includes the conceptual alignment study, preliminary alignment design, intermediate design, final design, bid and construction phase services. The detailed pipeline designs will be based on the alignment selected during the alignment study phase. Topographic survey, easement documents and sub-surface utility engineering services will be based on the approved alignments and will be provided as Special Services.

The project will use the Construction Manager at Risk (CMAR) delivery method.

The City will procure a Program Manager that will act as the City's representative for the design of the project.

II. GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.

C. Each time the Consultant submits plans and/or specifications to City, two (2) half-sized (11"x17") 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 up to twelve (12) meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Task 1 – Conceptual Study Phase

a. Advise City as to the necessity of City's providing or obtaining data or services from others and assist City in connection with any such services. Collect and review existing data, reports, mapping, and records from City. Review documents associated with the Project. Provide analyses of City's requirements for the Project, including planning, survey, site evaluations and comparative studies of prospective alternatives.

b. Prepare a desktop route study for the pipelines. Obtain GIS mapping of the route corridors, where available. Up to three routes will be evaluated. Study shall include analysis of hydraulics, pump station and delivery point locations, construction costs, conflicts with existing infrastructure, land costs (to be coordinated between Consultant and City), environmental considerations, accessibility, proximity to power sources for transfer valve and permitting requirements. Study will include site visits to points of public access and area where potential environmental constraints are identified in the desktop route study. Furnish 11" x 17" map books at 1" = 400 feet scale

c. Prepare a Report containing recommended pipeline route, facility locations, and conceptual design criteria with appropriate exhibits to indicate the considerations involved and alternative solutions (where indicated) and setting forth Consultant's findings and recommendations with opinions of probable construction costs for the Project, which includes estimates of contingencies and allowances for charges of professionals and consultants. Environmental and archeological considerations will be outlined in the report for each route alternative. Estimates of the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges will be provided by Easement Acquisition Sub-Consultant, Consultant and City.

d. Furnish one (1) electronic copy of the memorandum and present and review it in person with the City and CMAR. Receive and address City's comments and issue the final memorandum.

B. **Task 2 – Preliminary Design Phase:** Based upon the desktop pipeline route study from the Study Phase, proceed with final pipeline alignment selection.

a. Provide GIS alignment to surveyor to prepare property boundary information in GIS format.

b. Obtain Right-of-Entry for field walk and special services access.

c. Consultant will review alignment in the field and make modifications to avoid conflicts and determine the final pipeline alignment. Final alignment will be based upon property considerations, constructability, hydraulics, pump station and delivery point locations, construction costs, conflicts with existing infrastructure, land costs, environmental considerations, accessibility, proximity to power sources for transfer valve and permitting requirements.

d. Consultant will meet with third party road and railroad authorities, utility owners, development review and approval departments, and other agencies having jurisdiction over alignment approval. Meetings will be to coordinate the third-party requirements and seek approval of the final alignment.

e. Consultant will gather mapping of existing utilities based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities to assist in route selection and pipeline design.

f. Consultant will update GIS mapping based upon the field alignment selection and provide two (2) half-sized (11"x17") copies to City.

g. Consultant will have one review meeting to receive comments from City and finalize the pipeline alignment,

h. Consultant will update GIS Mapping and issue two (2) half-sized (11"x17") copies of final alignment map books to City and Surveyor.

C. Task 3 – Intermediate Design Plans (60%)

a. Coordinate with CMAR as required.

b. Prepare front end documents (using City's available standard documents), including bid documents, general conditions, special conditions for the construction and equipment packages. Meet with City to resolve review comments and revise documents accordingly.

c. Prepare applications for routine permits such as road and railroad crossing permits, and TCEQ Approval. Environmental and United States Army Corp of Engineers (USACE) permitting are included as Special Services. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service. City will pay all permit application fees.

d. Furnish such information and applications necessary to utility companies whose facilities may be affected, or services may be required for the Project. Provide site civil design of the transfer valve to support the electric utilities site requirements, including site grading, roads, underground duct banks, and equipment pads if necessary. Easements for utilities companies will be provided as a Special Service.

e. Prepare revised opinion of probable construction cost at the 60% submittal.

f. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. A general notes sheet(s), coordinate control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects.

g. Utilize hydraulic model to evaluate Southwest Pressure Zone operations with the proposed EST and determine the instrumentation settings for the proposed transfer valve.

h. Provide engineering layouts, instrumentation, electrical, cross-sections, details and specifications associated with the transfer valve.

i. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, or as appropriate), and applicable City standard details.

j. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

k. Furnish City and CMAR two (2) half-sized (11"x17") and one (1) electronic copy of the Intermediate submittal for review and comment.

D. Task 4 – Final Design/Construction Plans (90%, 100%)

a. Coordinate with CMAR as required.

b. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, or as appropriate), and applicable City standard details.

c. 60% Documents: Prepare drawings, specification table of contents, construction contract documents, designs, and layouts of improvements to be constructed. Furnish City two (2) half-sized (11"x17") sets and one (1) electronic copy of drawings and specification table of contents marked "Preliminary" for approval by City. Consultant will meet with the City/CMAR to present the plans and specifications and receive comments. Review documents will include plan and profile sheets, pipeline appurtenances, and typical details. Consultant will receive comments from City and CMAR and address comments in the 90% Review.

d. 90% Documents: Furnish one (1) electronic copy of drawings, specifications, and bid forms marked "Preliminary" for approval by City. Consultant will meet with the City/CMAR to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. Consultant will receive comments from Owner and CMAR and address comments in the 100% documents. Upon final approval by City, Consultant will provide two (2) half-sized (11"x17") and one (1) electronic copy of "Final" plans and specifications.

e. 100% Documents: Furnish one (1) electronic copy of drawings, specifications, and bid forms marked "Final" for approval by City. Consultant will meet with the City and CMAR to present the plans and specifications and receive comments. Review documents will include all final plans and specifications. Consultant will receive comments from City and CMAR and address comments in the Issued for Bid documents. Upon final approval by City, Consultant will provide City one (1) electronic copy of "Final" plans and specifications.

f. Prepare detailed opinion of probably construction cost based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.

g. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City, up to (2) meetings.

h. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional half-sized (11"x17") copies and a pdf of the construction drawings to be forwarded to the utility companies.

i. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering

data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

E. Task 5 – Bid Phase Services

The CMAR will develop several work and material procurement packages to execute the project. It is anticipated there will be six (6) packages although the actual number may be different. The Consultant will be required to provide plans and specifications as well as general input into the development of these packages. These packages may be combined with other packages. Below is a list of anticipated packages:

- Pipe and Fitting Material Procurement Package
- Bedding Material Procurement Package
- Air Valve Procurement Package
- Main Line Valve Procurement Package
- Pipe Tunnel Construction Package
- Pipe Installation Construction Package

The services below apply to all bid packages.

a. 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) half-sized (11"x17") copies are to be paid for separately as provided hereinafter

b. Assist City/CMAR in securing bids. Provide a copy of the notice to bidders for City/CMAR to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.

c. Assist Owner/CMAR by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents if necessary.

d. Assist the City/CMAR in conducting pre-bid conferences for the construction projects and coordinate responses with Owner/CMAR. Response to the pre-bid conference will be in the form of addenda issued after the conference.

e. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.

f. Assist the City in the opening and tabulation of bids for construction of the Project.

g. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.

h. Assist in the preparation of formal Construction Contract Documents, provide

four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

i. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

F. Task 6 – Construction Administration Services

Upon completion of the bid or negotiation phase services, Consultant will proceed with the performance of construction phase services. Detailed daily construction inspection will be performed by as described within Special Services. Construction Administration services provided by Consultant will include the following:

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. Make monthly visits to the construction site over the construction period to observe progress of the work and consult with the City and the CMAR concerning problems and progress of the work. Twelve (12) site visits are planned for construction.

c. *Pre-Construction Meeting.* Assist the City in conducting the pre-construction conference. City shall prepare an agenda for the conference and prepare and distribute minutes. The pre-construction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.

e. *Requests for information*. Coordinate with Contractor 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.

G. Task 7 – Record Documents

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.

b. Provide GIS shape files of the record drawing alignment to the City.

IV. TASK SUMMARY, SPECIAL SERVICES

A. Task 8 – Topographical Survey

Consultant will subcontract with a surveying firm to provide surveying services for the project. The services listed below are based upon survey of up to 73,000 linear feet of pipeline from the Water Treatment Plant to the proposed intersection of Shepherd Drive and Flanary Road. A detailed scope of work is described below:

a. Ownership Data – Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, right-of-way maps and ownership

addresses along the route. Prepare a landowners Excel spreadsheet to include parcel number and landowner's name and address. Prepare a deed plot of all ownerships, subdivisions, and rights-of-way within one hundred feet either side of the proposed alignment. All properties shall be numbered to match the corresponding list of landowners in the Excel spreadsheet.

b. Ownership Map – Locate property corners of parcels that are affected by the proposed improvements. Calculate property lines, easement lines, and right-of-way lines of existing streets and utilities. A digital property map will be prepared showing lot numbers, property lines, right-of-way lines, existing easements, and ownership with recording information.

c. Existing Underground Utilities – Locate underground utilities horizontally with existing visible features and those marked by Texas811. Additional SUE services will be provided under Task 10.

d. Topographical/Design Survey – Gather design survey within along the final alignment as selected within Basic Services. The typical width of survey will be 100-ft along the proposed alignment. Survey will gather the locations of pavement edges, curb and gutter, driveways, culverts, fences and gates, walls, signs, mailboxes, tops and toes of slopes, spot elevations, trees six (6) inches and greater, surface locations of utilities and flowline of elevations of sanitary and storm sewer manholes where accessible, and other surface features as encountered. The digital survey drawing will be delivered in AutoCAD format showing visible surface features located, an ASCII point file, and a copy of field notes and field sketches.

e. Control Points – Establish project control at 1,000-ft intervals throughout the project area using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983 utilizing control monuments established withing the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 93 CORDS Grid coordinate system for construction of the project, one time only.

f. Construction Staking – Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.

B. Task 9 – Easement Documents

a. Prepare up to eighty-five (85) parcel maps and descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.

b. Prepare up to eighty-five (85) parcel maps and descriptions for temporary construction easement, signed and sealed by a Registered Professional Land Surveyor.

C. Task 10 – Subsurface Utility Engineering (SUE)

Consultant will subcontract with a SUE firm to provide the following SUE services:

a. SUE Quality Level B (QLB) – Designate horizontal location information along the final pipeline alignment within the right-of-way of major and minor road crossings. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. A variety of electromagnetic equipment will be used to complete the process. Residential services and irrigation systems will not be mapped, commercial services will be mapped should they cross or parallel the alignment. Un-locatable lines will be depicted as per records from the utility if available.

b. SUE Quality Level A (QLA) – Provide QLA information for a total of thirty (30) test hole locations along various points throughout the pipeline alignment. QLA services will be in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Subconsultant will excavate test holes by means of non-destructive vacuum excavation methods. Subconsultant will produce a summary sheet containing the coordinates and elevation to the top of the utility at each test hole location with test holes incorporated in the surveyor's topographic survey file.

D. Task 11 – Geotechnical Engineering

a. A geotechnical investigation will be performed to complete a Geotechnical Data Report (GDR) for the Project.

b. Geotechnical Investigation. The geotechnical investigation will include soil and rock exploration, laboratory testing, and related engineering analysis and reporting. The purpose of the geotechnical investigation will be to provide general understanding of the subsurface conditions along the proposed alignment and recommendations for pipe embedment and backfill, trenchless crossing construction methods, and recommendations for subgrade preparation and backfill associated with any required structures, such as the valve vault.
   i. A site visit will be performed to select and stake locations for the borings to be performed as a part of the geotechnical investigation after performing a desktop review of available geotechnical information, existing underground utilities, and accessibly to the boring locations. A geotechnical investigation plan will be prepared to finalize the scope and summarize the objectives of the geotechnical investigation to be performed under a subcontract. The

geotechnical investigation plan will include a boring location map that shows the borings to be performed along the proposed alignment.

ii. Right-of-way or other permits will be obtained from the City of Sherman, Grayson County and TxDOT prior to commencement of the field exploration activities. Traffic control devices will be provided if required. Clearing may be required for access to some of the boring locations that are away from paved areas.

iii. Up to sixty (60) borings will be performed, with depths ranging from 20-feet to 50-feet except for three borings that will have depths ranging from 70- to 80-feet should the pipeline be adjacent to bodies of water. The borings will be advanced using standard rotary drilling equipment with continuous flight augers or rotary wash methods. Subsurface samples will be collected using two (2) inch diameter split spoon sampling devices in conjunction with the standard penetration test (SPT) for non-cohesive soils and with three (3) inch diameter Shelby tube samples for cohesive soils. Where rock is encountered, the rock core will be collected using an NX or similar sized core barrel. Groundwater observations within the borings will be performed during drilling and after completion of drilling and sampling.

iv. Each boring will be logged by geotechnical engineers or geologists experienced with logging borings, directing field geotechnical investigations, and handling and transporting samples. Visual classification of the material will be performed during logging in general accordance with ASTM D2488.

v. Piezometers will be constructed in up to eight (8) of the borings to evaluate groundwater conditions for some of the trenchless crossings. Piezometers will be constructed and developed in accordance with the requirements of the Texas Department of Licensing and Regulation and reported to the State of Texas. Piezometers will remain in place through construction for use and monitoring by the contractor and ultimately will be removed and abandoned by the contractor. Four periodic site visits will be made after piezometer installation to record water level readings.

vi. Upon completion of the drilling and sampling the borings will be backfilled in accordance with requirements of the Texas Department of Licensing and Regulation. Any borings performed in paved areas will be patched with like material in accordance with applicable roadway standards after backfilling is performed. For borings performed in unpaved areas, the ground surface will be restored to the existing conditions.

vii. Laboratory testing will be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of such materials. Laboratory tests will be appropriately assigned for specific materials encountered during the geotechnical investigation are expected to include:

1. Atterberg Limits
2. Percent Passing No. 200 Sieve
3. Sieve Analysis (Gradation) with Hydrometer

4. Moisture Content
5. Dry Unit Weight
6. Unconfined Compressive Strength
7. Corrosivity Testing (electrical resistivity/conductivity, pH, and sulfate/chloride content)
8. Tensile Strength (Rock Only)
9. Slake Durability (Rock Only)
10. Cherchar Testing (Rock Only)
11. Miller Number Testing (Rock Only)

viii. A summary of the findings of the geotechnical investigation and recommendations will be provided in a Geotechnical Design Memorandum Report (GDM), which will include the elements listed below. The GDM will not be considered a contract document.

1. As-drilled boring location map, boring logs, laboratory test results, and a key to the symbols used.
2. Discussion of the surface and subsurface conditions and soil and rock properties indicated by the field observations and laboratory testing and implications for the design.
3. Groundwater level measurements from piezometers.
4. Pipeline backfill and embedment and other earthwork related recommendations for use during the design development.
5. Foundation design recommendations and considerations for structures associated with the pipeline.
6. General discussion of expected construction issues.

c. Geotechnical Data Report. A Geotechnical Data Report (GDR) will be prepared to summarize the findings and results of the geotechnical investigation and associated laboratory testing and provide only factual, objective information. The GDR will include a description of the geologic setting, description and discussion of the geotechnical investigation program, boring logs, test pits, and other related site investigations, a description and discussion of all field and laboratory testing, and results of such testing. The GDR is not to contain any conclusions or recommendations based on the data collected. The GDR will be considered a contract document.

E. Task 12 – Environmental Services

Data Compilation and Pedestrian Survey

a. Consultant's environmental scientists will compile existing study information and review pertinent data to the project area, such as soils maps, topographic maps, floodplain maps, National Wetland Inventory and National Hydrography Dataset information, to guide the pedestrian survey described below.

b. Consultant's environmental scientists will conduct a pedestrian survey along the chosen route alternative to document existing conditions of the alignment and

identify environmental constraints. This investigation will include the following:

i. Identification of "waters of the U.S." as defined by U.S. Army Corps Engineers (USACE) regulations. Waters of the U.S. are regulated by the USACE, and activities conducted within the jurisdictional boundaries of waters of the U.S require a permit under Section 404 of the Clean Water Act. FNI environmental scientists will document the presence of jurisdictional waters such as streams, wetlands, or open water bodies, and will GPS map the boundaries of these features. Wetlands will be delineated per the Corps of Engineers 1987 Wetlands Delineation Manual.

ii. Identification of potential habitat for any federally listed threatened or endangered species.

Environmental Permitting Memorandum

a. Consultant's environmental scientists will prepare a technical memorandum documenting the findings of the pedestrian survey, an estimate of potential impact to waters of the U.S., and a discussion of potential Section 404 permitting options.

b. This scope assumes that the proposed pipeline can be designed to meet the terms and conditions of Nationwide Permit (NWP) 58, Utility Line Activities for Water and Other Substances, without requiring the submittal of a pre-construction notification (PCN) to the USACE. In the event a PCN is required, consultant can prepare PCN as an additional service.

c. This scope assumes that mitigation services will not be required by the project since a PCN would be avoided. If mitigation services are required, they will be considered additional service.

d. All permit conditions and requirements will be included in the construction contract documents, and the construction contractor will be required to abide by these during construction.

e. Consultant will coordinate with the Project Team (City and Design Team) to discuss the findings of the site visit, potential ways to avoid PCN triggers, and comments to the draft technical memorandum.

F. Task 13 – Archeological Investigation Services

a. Archeology Field Survey and Reporting

i. Once a final alignment is chosen, subcontractor to the Consultant will prepare an Antiquities Permit application per the requirements of the Antiquities Code of Texas (ACT). This permit application package will include a summary of the known resources in the vicinity, the proposed field methods, and an application form. The application will be submitted to the City for their review, approval, and signature on the permit application form as a sponsor of the project prior to submittal. The fully signed permit application package will then be submitted to the THC for their review and

eventual permit issuance. Simultaneously with permit application preparation, make final arrangements for on-site survey.

b. Archeological Field Survey
   i. Once a permit has been issued and schedule allows, subconsultant's staff archeologists will travel to the survey area to conduct an archeological survey in accordance with the THC's minimum standards, including shovel testing and potentially required backhoe trenching. Observations will be recorded through notes, photographs, field forms, and with hand-held GPS. Any archeological sites observed within the survey tract will be documented in accordance with THC standards.

c. Draft Reporting
   i. After field investigations, subconsultant to prepare standard documentation for any archeological site(s) recorded. Prepare a comprehensive report that details project components, field methods and observations, recorded sites (if any), and regulatory recommendations for the proposed project. A draft will be electronically submitted to FNI and the City for review and comment, then (upon revision/approval) sent to the THC for their review under the ACT.

d. Curation and Final Report Preparation
   i. Upon THC approval (typically 30 days after receipt), subconsultant to prepare final reports in accordance with the Antiquities Permit requirements and the scope provided and submit all photographs, notes, and forms to a state approved curation facility for permanent curation.

G. Task 14 – Corrosion Engineering Services

a. Review site plans, proposed pipeline alignment and materials, foreign pipeline crossing, parallel piping systems and existing cathodic protection systems, electrical High Voltage (EHV) transmission lines, sources of stray DC current, topography and soil types and conditions.

b. Mobilization
   i. Conduct in-situ soil resistivity (75 locations) at depths of 20, 10, 5 and 2.5 feet via the Wenner 4-pin Method
   ii. Conduct stray current (DC) investigation in proposed alignment. The purpose of performing this investigation is to identify potential sources of stray current and nearby metallic pipelines that may be affected by the proposed cathodic protection system.

c. Review geotechnical report. Geotechnical group will be requested to test a minimum of 10 samples collected from the proposed pipeline depth for:
   i. As-received and saturated electrical resistivity per ASTM G-187 and pH as per ASTM G-51
   ii. Chemical analysis for major anions and cations as per ASTM 4327, ASTM 6919, and AWWA 41108

d. Analyze collected data and prepare a technical memorandum. The memorandum will include the collected field data and provide conclusions and recommendations for cathodic protection based on the soil conditions with respect to the proposed pipeline materials.

e. Provide Protection Design and Specifications at the 90 and 100% design submittals. All design work will apply to new construction only.

f. Participate in up to four (4) design review meetings.

g. Provide a cathodic protection opinion of probably construction cost.

H. Task 15 – Surge Protection Engineering Services

Consultant will prepare a hydraulic surge analysis of the proposed 36-inch pipeline.

a. Collect Data: Engineer will review proposed pipeline alignment sheets prepared for the 36-inch pipeline from the Water Treatment Plant High Service Pump Station. Such data will be reviewed, evaluated, and formatted, as needed, for input to simulation model building. Engineer will review and verify completeness and consistency of pipeline alignment sheet data and record data to ensure that it represents the current design, including pipeline elevation profile, pipeline materials, design pressure, and locations and size of combination air and vacuum valves.

b. Building of Synergi Pipeline Simulator (SPS) model for the system: Consultant will build the surge analysis computer model using Synergi Pipeline Simulator (SPS) Version 10.4. Model will include the proposed 36-inch pipeline elevation profile, High Service Pump Station pumps, valves, and piping, and locations and sizes of combination air and vacuum valves. The SPS computer model will be calibrated to meet the steady state flow operating conditions established for the system, with target pressures and flowrates based on design parameters. The surge model will include appropriate boundary conditions for characterizing the upstream supply and the downstream delivery.

c. Transient Case Simulations based on 60 Design Drawings: Consultant will model up to two (2) hydraulic transient scenarios including:
   i. Power failure at the High Service Pump Station to the 36-inch pipeline in service. All pumps trip simultaneously.
   ii. Transfer valve closure.

d. Base Case Simulations for 60% design plans – The above transient cases shall be simulated for base case conditions as determined for the designed rate of flow. All surge protection devices shall be included in analysis.

e. Surge Resolution Simulations for 60% design plans – If either the maximum allowable surge pressures or the worst-case allowable vacuum conditions are violated under the above simulated transient scenarios, then additional surge protection devices will be size and added to the model, and the simulations will be re-run to meet the desired conditions.

f. Technical Memorandum Preparation: Review and interpret results of computer simulations and provide a technical memorandum with graphs and plots of simulation results. The draft technical memorandum will be submitted for review and comments. A meeting or phone conference will be scheduled to review and discuss comments. A final technical memorandum will be issued that includes the resolution of comments. The final approved recommendations for the transient study will be incorporated into the final design of the Secondary Raw Water Line by the design engineers.

I. Task 16 – Easement Acquisition Services

a. Right-of-Entry and Easement Acquisition Services will be performed for a maximum of 85 easements.

b. Pre-Acquisition Services
   i. Confirm ownership and easement information.
   ii. Attendance of public information meetings, project design meetings, route development field visits by land manager.

c. Title/Curative Services
   i. Review preliminary title commitment for properties where permanent easements are to be obtained or preliminary title search information for properties where temporary easements are to be obtained.
   ii. Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for permanent easements.
   iii. Secure title insurance for all permanents easements. Cure all exceptions on Schedule C, when applicable. Written approval by the City will be required for any exceptions to coverage.

d. Right-of-Entry
   i. Prepare Right-of-Entry packets to include Landowner Bill of Rights, maps and paperwork to be executed.
   ii. The agent will initiate and participate in landowner meetings for ROE documents.
   iii. Upload Right-of-Entry executed documents to central location for access by City, its agents and employees.

e. Negotiation Services
   i. Determine values for TCE's based on the Tax Appraisal Value x 10% with negotiations up to Tax Appraisal Value x 1.5 x 10%. In this scenario, a floor for a minimum amount to be offered of $500.00 will be used. If TCE's cannot be acquired using this method within 30 days of the initial offer letter, an appraisal will be ordered by the City.
   ii. Request Appraisals to be ordered for all permanent offers.
   iii. Prepare the initial offer letter and any other documents required or requested by the City in an acceptable form.

iv. Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
v. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer for permanent easements.
vi. Provide a compensation summary to the property owner or authorized representative at the time of the offer for temporary easements.
vii. Respond to property owner inquiries verbally and/or in writing within two business days.
viii. Prepare a separate negotiator contact report for each parcel file for each contact.
ix. Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement.
x. Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
xi. Prepare Final Offer letter, as necessary. Appraisals will be done by the City's chosen appraiser for Temporary Construction Easements prior to Final Offer letters.

f. Acquisition/Closing Services
i. Prepare check request, review closing documents facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all permanent easements.
ii. Transport any documents to City and landowner for signatures for all temporary easements.
iii. Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
iv. Review Title Policy and give to City for permanent storage.

g. Project/Document Administration
i. Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
ii. Participate in project review meetings as requested.
iii. Provide copies of all incoming and outgoing correspondence as generated if requested.
iv. Maintain copies of all correspondence and contacts with property owners.
v. Update database with current status information and documentation.

h. Initiate and coordinate appraisal with City approved appraisers
i. Secure written permission from owner to enter the property from which land is to be acquired. Maintain permission letters with appraisal reports.

ii. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel wherein an appraisal is needed.
iii. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
iv. All completed appraisals will be administratively reviewed and approved by the City.

i. Condemnation Support
   i. Condemnation support by the land acquisition agent (sub-consultant) will be limited to 25% of the total easements on the project.
   ii. Upon receipt of a copy of the final offer, research and produce an updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel).
   iii. Prepare a condemnation package as directed by the City and deliver the package to the City's designee or legal counsel.
   iv. Upon notification from the City request the update of appraisal.
   v. Appear as Expert Witness as requested.

j. Expert testimony is limited to Sub-consultant. Expert Testimony by Consultant will be an additional service.

J. Task 17 – Construction Management Services

The duties, responsibilities and limitations of the authority of the on-site Construction Manager (CM) is as follows:

a. CM will be City's agent at the site and will act as directed by and under the supervision of City and Consultant. The CM will confer with City regarding CM's actions. CM's dealings in matters pertaining to the on-site work will in general be with City, Consultant, and Contractor. CM's dealings with Subcontractors will only be through, or with full knowledge and approval of, Contractor. CM will generally communicate with City and Consultant on any project issues as needed.

b. Duties and Responsibilities of the CM:
   i. Conferences and Meetings: Facilitate meetings with Contractor, Consultant, and City, such as monthly progress meetings and other project related meetings, as requested.
   ii. Serve as City's and Consultant's liaison with Contractor, working principally through Contractor's project manager and superintendent. Assist in understanding the intent of contract documents and serve as Consultant's and City's representative with Contractor when Contractor's operations affect facility operations.
   iii. Shop Drawings and Samples:
      1. Using the FNiManager System, use and reference a digital copy of shop drawings and other submittals for use in the field to verify materials and

equipment conforms to approved submittals.

2. Advise City, Consultant, and Contractor of the commencement of any work requiring a shop drawing or submittal if the shop drawing or submittal has not yet been approved by City.

iv. Review of Work, Rejection of Defective Work, Inspections, and Tests:

1. Conduct on-site observations of the work in progress to determine if the work is in general conformance with the contract documents.
2. Report to City and Consultant whenever it appears observed work will not produce a completed Project which conforms generally to the contract documents or will jeopardize the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise City and Consultant of work which should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
3. Provide visual and magnetic particle inspections on pipe welds. Inspection services will be provided by a Certified Welding Inspector (CWI). CWI will be on-site more often at the first of the project to verify and inspect contractor prove-out and beginning of pipe welding operations and will reduce the trips per week, as directed by CM or the City, after prove-out is completed. 1,900 joints are anticipated for inspection.
4. Verify tests, equipment, system start-ups, and operating and maintenance training are conducted in the presence of appropriate City and Consultant personnel; verify the Contractor maintains adequate records thereof; and observe record and report to City and Consultant appropriate details relative to the test procedures and start-ups. Use the FNiManager System for reporting.
5. Consult with City and Consultant in advance of scheduled major tests, inspections, and start of important phases of the work.
6. Review concrete and soil test reports and upload reports to FNiManager. Notify Consultant and City for results not in compliance with the contract documents.
7. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to City and Consultant.
8. Observe whether Contractor has performed inspections required by laws, regulations, ordinances, codes, and orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.

v. Reports:

1. Using the FniManager System, furnish Daily Construction Reports documenting progress of the work and of Contractor's compliance with

the progress schedule.

2. Report immediately to City and Consultant the occurrence of any accident.
3. CM will provide a monthly summary report to accompany the pay request submittal to the City and Consultant detailing the project budget status including change orders along with schedule updates.

vi. Payment Requests: Review Contractor prepared applications for payment. Verify quantities and stored materials with Contractor and report agreed upon quantities to City and Consultant.

vii. Completion:

1. Attend a preliminary inspection, in the company of City, Consultant, and Contractor and assist in preparation of a list of items to be completed or corrected.
2. Attend a final inspection, in the company of City, Consultant, and Contractor and assist in preparation of a final list of items to be completed or corrected.
3. Observe whether all items on the final punch list have been completed or corrected and make recommendations to City concerning acceptance and Final Completion/Payment.

viii. Limitations of Authority of CM:

1. CM will note time on each project to ensure proper tracking of effort.
2. Will not authorize any deviation from the contract documents or substitution of materials or equipment (including "or-equal" items), unless authorized by City and Consultant via change order, field order, or other written authorization for or-equal items.
3. Will not exceed limitations of Consultant's authority as set forth in Agreement or the contract documents.
4. Will not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Superintendent. Contractor will retain responsibility for construction quality.
5. During construction, the CM will work with the Contractor on field issues and discuss potential resolutions. However, the CM will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
6. The Contractor is responsible for the safety plan on-site. CM will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work or any activities or operations of City or Contractor.
7. Will not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by City.

Consultant will provide CM services during the construction phase as indicated. The

level of effort for on-site CM coverage to fulfill the scope detailed above is estimated as:

- Full-time CM Services at 50 hours per week for 12 months – not to exceed 2,600 hours
- Part-time CM Services at 24 hours per week for construction start up and completion, assumed for 2 months – not to exceed 208 hours
- Senior CM Services at an average of 16 hours per month – not to exceed 340 hours

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. Scope of Services for the Project in Relation to Article 3, Section 3.1.4 of the Standard Form Agreement – Relating to the Project, the parties agree that at the time of the execution of the Agreement, the requirements of the Barriers Act are not applicable to the Scope of Services to be performed by Consultant under this Agreement.
2. Detailed construction staking.
3. Trench excavation safety plan.
4. Public Meetings, unless noted in the scope of services.
5. Tree Survey, unless noted in the scope of services.
6. Storm Water Pollution Prevention Plans.
7. Section 10 Permitting with the USACE.
8. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
9. Preparation of a standard individual Section 404 permit application.
10. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
11. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
12. Additional field investigations or analysis required to respond to public or regulatory agency comments.
13. Expert representation at legal proceedings or at contested hearings.
14. Mitigation monitoring if required by permit conditions.

EXHIBIT B
PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A. Conceptual Study (Expected Completion: May 2022)	**$344,600**
B. Preliminary Design (30%) (Expected Completion: June 2022)	**$387,150**
C. Intermediate Design (60%) (Expected Completion: August 2022)	**$747,950**
D. Final Design (90%, 100%) (Expected Completion: December 2022)	**$1,181,600**
E. Bid Phase Services (Expected Completion: March 2023)	**$108,600**
F. Construction Administration (Expected Completion: April 2024)	**$401,200**
G. Record Drawings (Expected Completion: May 2024)	**$46,250**
Total Basic Services (Lump Sum)	***$3,217,350***

II. Special Services

A. Topographic Surveying (Expected Completion: June 2022)	**$355,650**
B. Easement Documents (Expected Completion: July 2022)	**$199,625**
C. Subsurface Utility Engineering (Expected Completion: October 2022)	**$107,225**
D. Geotechnical Engineering (Expected Completion: September 2022)	**$361,700**
E. Environmental Services (Expected Completion: June 2022)	**$41,400**
F. Archeological Investigation Services (Expected Completion: June 2022)	**$52,100**
G. Corrosion Engineering Services (Expected Completion: October 2022)	**$86,650**
H. Surge Protection Engineering Services (Expected Completion: November 2022)	**$103,700**
I. Easement Acquisition Services (Expected Completion: February 2023)	**$887,150**
J. Construction Management Services (Expected Completion: April 2024)	**$661,000**
Total Authorized Special Services	***$2,856,200***
Project Budget, Grand Total (Not-To-Exceed)	***$6,073,550***

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.**

N/A

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.**

N/A
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 Clayton C Barnard
Signature of vendor doing business with the governmental entity

4-1-2022
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Sherman WTP

110

GRAYSON
COUNTY
AIRPORT

112

111

107

36-INCH WEST SHERMAN
WATER MAIN

CITY OF SHERMAN, TX

1234

109

Connect at
Shepherd Drive

Iron

Ore

City

Loy
Lake

Branch

Denis

Creek

Sand

Calf

Post

Oak

Choctaw

Branch

Creek

South

LUELLA
POP 559

922

1417

82

75

91

160

P20

11

92

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 4.**

Meeting Date: 05/15/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7076

Authorizing the City Manager or His Designee to Finalize Negotiations and to Finalize and Execute Documents for the Acquisition of Real Property and Legacy Title Holding Corporation

Issue:

To consider authorizing the execution of a Right-of-Way Warranty Deed for the dedication of right of way in the City of Sherman, Texas

Background:

This Dedication of Right-of-Way will perform the necessary action to realign the Right-of-way to reflect the new layout deemed necessary by civil review of the Heritage Ranch project.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends that the City Council approve the Execution of the Right-of-Way Warranty Deed

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 7076

Right of Way Warranty Deed - Heritage Ranch

Exhibit A-1 as noted in both documents

Location Map

RESOLUTION NO. 7076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE DOCUMENTS FOR THE ACQUISITION OF REAL PROPERTY FROM LEGACY TITLE HOLDING CORPORATION; 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 documents being properly completed and approved as to form and content by the City Attorney, to finalize negotiations and to finalize and execute documents for the acquisition of real property from Legacy Title Holding Corporation, as shown in Exhibit A-1, attached hereto.

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 15th day of May 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A-1"

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 647, City of Sherman, Grayson County, Texas, being part of a tract conveyed to Legacy Title Holding Corp by deed recorded in Volume 5581, Page 396 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point from which a 1/2" iron rod found for the northeast corner of said Legacy Title Holding Corp tract bears N 16°17'38" E, 167.80 feet;

THENCE, S 87°40'41" W, 339.06 feet to a point along the east line of a tract of land conveyed to RCICD HERITAGE RANCH LLC, by deed recorded in Document Number 2022-6833 DRGCT;

THENCE, N 26°41'36" W, 50.20 feet along the east line thereof to a 1/2" yellow capped iron rod stamped "SPIARSENG" set from which a 60d nail found for the northeast corner of said RCICD HERITAGE RANCH LLC tract bears N 26°41'36" W, 154.92 feet;

THENCE around a non-tangent curve to the right having a central angle of 12°02'01", a radius of 1430.00 feet, a chord of S 84°57'46" E – 299.78 feet, an arc length of 300.34 feet to a 1/2" yellow capped iron rod stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 13°22'34", a radius of 270.00 feet, a chord of S 85°38'02" E – 62.89 feet, an arc length of 63.03 feet to the POINT OF BEGINNING with the subject tract containing 9,139 square feet or 0.210 acres of land.

PAGE 1 OF 2

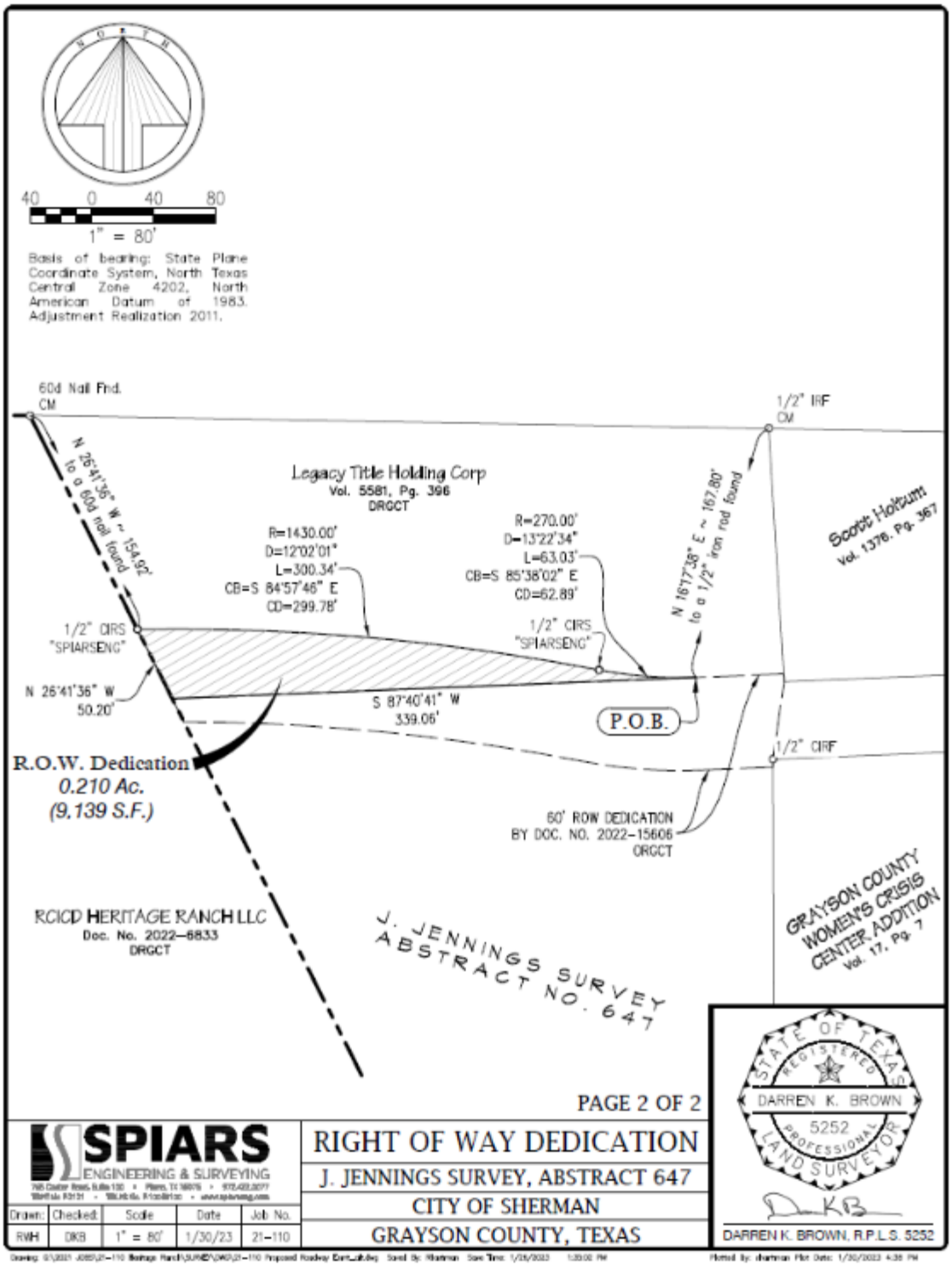
SPIARS ENGINEERING & SURVEYING

Drawn:	Checked:	Scale	Date	Job No.
RWH	DKB	N/A	1/30/23	21-110

RIGHT OF WAY DEDICATION
J. JENNINGS SURVEY, ABSTRACT 647
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252


NORTH
40 0 40 80
1" = 80'
Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
60d Nail Fnd. CM
1/2" IRF CM
N 26°41'36" W ~ 154.92' to a 60d nail found
Legacy Title Holding Corp
Vol. 5581, Pg. 396
DRGCT
R=1430.00'
D=12°02'01"
L=300.34'
CB=S 84°57'46" E
CD=299.78'
R=270.00'
D=13°22'34"
L=63.03'
CB=S 85°38'02" E
CD=62.89'
N 16°17'36" E ~ 167.80' to a 1/2" iron rod found
Scott Hotum
Vol. 1376, Pg. 367
1/2" CIRS "SPIARSENG"
1/2" CIRS "SPIARSENG"
N 26°41'36" W
50.20'
S 87°40'41" W
339.06'
P.O.B.
1/2" CIRF
R.O.W. Dedication
0.210 Ac.
(9,139 S.F.)
60' ROW DEDICATION BY DOC. NO. 2022-15606 ORCCT
GRAYSON COUNTY WOMEN'S CRISIS CENTER, ADDITION
Vol. 17, Pg. 7
RCICD HERITAGE RANCH LLC
Doc. No. 2022-6833
DRGCT
J. JENNINGS SURVEY
ABSTRACT NO. 647
PAGE 2 OF 2
SPIARS ENGINEERING & SURVEYING
RIGHT OF WAY DEDICATION
J. JENNINGS SURVEY, ABSTRACT 647
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
Drawn: RWH
Checked: DKB
Scale: 1" = 80'
Date: 1/30/23
Job No.: 21-110
STATE OF TEXAS REGISTERED DARREN K. BROWN 5252 PROFESSIONAL LAND SURVEYOR
DARREN K. BROWN, R.P.L.S. 5252

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

RIGHT-OF-WAY WARRANTY DEED

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §

That **LEGACY TITLE HOLDING CORPORATION,** ("Grantor"), an Oklahoma non-profit corporation, whose address is P.O. Box 427, Durant, OK 74702-0427, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by the **CITY OF SHERMAN, TEXAS** ("Grantee"), whose mailing address is P.O. Box 1106, Sherman, Texas 75091, the receipt and sufficiency of which consideration is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED in fee simple, and by these presents does DEDICATE, GRANT, SELL AND CONVEY in fee simple unto Grantee as right of way for public street, utility, access, sidewalk and other public purposes, including the right of ingress and egress, and regress therein, and any other public purpose authorized by Texas Local Government Code § 273.001 and deemed necessary by Grantee into and through all that certain real property ("Property") located in the County of Grayson, State of Texas, 0.210 acres of land, more or less, in the J. Jennings Survey, Abstract 647, and being more particularly described in Exhibit "A-1" attached hereto and for all purposes.

Grantor specifically reserves from this dedication all its rights, title and interest in all oil, gas and other minerals in and under the Property, provided, however, that Grantor shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas and other minerals on or from the surface of the Property, but Grantor may extract oil, gas or other minerals from and under the Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging, as right of way for said public street, utility, access, sidewalk and other public purposes unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding

agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of any street, utility, access, sidewalk or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

SIGNED and effective this _____ day of _____, 2023.

GRANTOR:

_____
LEGACY TITLE HOLDING CORPORATION
BY: Jacob Sheriff, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS **§**
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF _____ **§**

BEFORE ME, the undersigned authority, on this day personally appeared **JACOB SHERIFF,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2023.

_____
NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

GRANTEE:
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: _____

NAME: _____

CITY ATTORNEY

AFTER RECORDING, RETURN TO
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

EXHIBIT "A-1"

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 647, City of Sherman, Grayson County, Texas, being part of a tract conveyed to Legacy Title Holding Corp by deed recorded in Volume 5581, Page 396 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point from which a 1/2" iron rod found for the northeast corner of said Legacy Title Holding Corp tract bears N 16°17'38" E, 167.80 feet;

THENCE, S 87°40'41" W, 339.06 feet to a point along the east line of a tract of land conveyed to RCICD HERITAGE RANCH LLC, by deed recorded in Document Number 2022-6833 DRGCT;

THENCE, N 26°41'36" W, 50.20 feet along the east line thereof to a 1/2" yellow capped iron rod stamped "SPIARSENG" set from which a 60d nail found for the northeast corner of said RCICD HERITAGE RANCH LLC tract bears N 26°41'36" W, 154.92 feet;

THENCE around a non-tangent curve to the right having a central angle of 12°02'01", a radius of 1430.00 feet, a chord of S 84°57'46" E – 299.78 feet, an arc length of 300.34 feet to a 1/2" yellow capped iron rod stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 13°22'34", a radius of 270.00 feet, a chord of S 85°38'02" E – 62.89 feet, an arc length of 63.03 feet to the POINT OF BEGINNING with the subject tract containing 9,139 square feet or 0.210 acres of land.

PAGE 1 OF 2

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No. F-3121 • TBLS No. P-100481-00 • www.spiarseng.com

Drawn:	Checked:	Scale	Date	Job No.
RWH	DKB	N/A	1/30/23	21-110

RIGHT OF WAY DEDICATION
J. JENNINGS SURVEY, ABSTRACT 647
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

Drawing: G:\2021 JOBS\21-110 Heritage Ranch\SURVEY\DWG\21-110 Proposed Roadway Esmt_abdwg Saved By: Rhartman Save Time: 1/26/2023 1:35:02 PM
Plotted by: rhartman Plot Date: 1/30/2023 4:38 PM

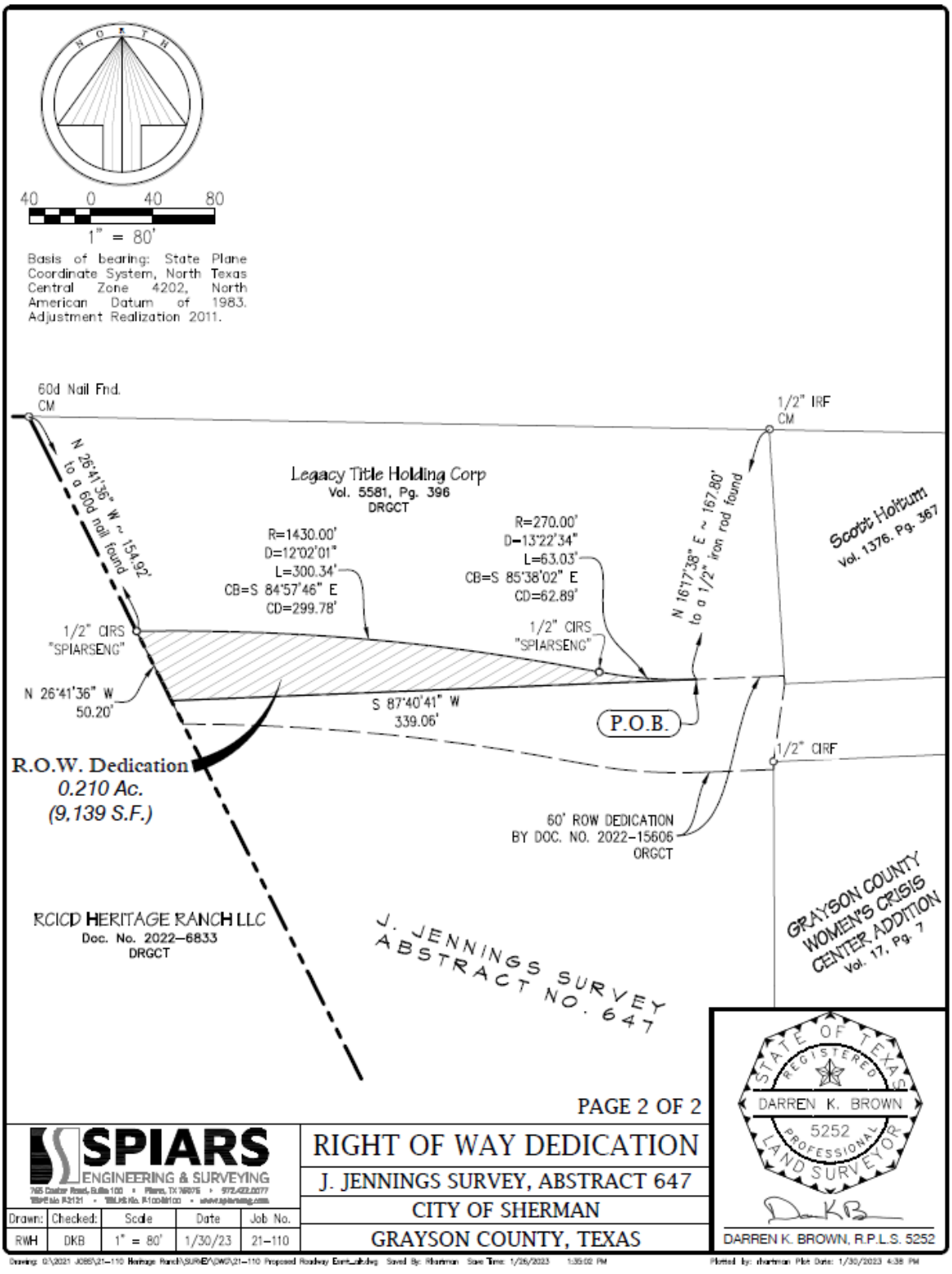

NORTH
40 0 40 80
1" = 80'
Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
60d Nail Fnd.
CM
1/2" IRF
CM
N 26°41'36" W ~ 154.92'
to a 60d nail found
Legacy Title Holding Corp
Vol. 5581, Pg. 396
DRGCT
R=1430.00'
D=12°02'01"
L=300.34'
CB=S 84°57'46" E
CD=299.78'
R=270.00'
D=13°22'34"
L=63.03'
CB=S 85°38'02" E
CD=62.89'
N 16°17'38" E ~ 167.80'
to a 1/2" iron rod found
Scott Holtum
Vol. 1376, Pg. 367
1/2" CIRS
"SPIARSENG"
1/2" CIRS
"SPIARSENG"
N 26°41'36" W
50.20'
S 87°40'41" W
339.06'
P.O.B.
1/2" CIRF
R.O.W. Dedication
0.210 Ac.
(9,139 S.F.)
60' ROW DEDICATION
BY DOC. NO. 2022-15606
ORGCT
RCICD HERITAGE RANCH LLC
Doc. No. 2022-6833
DRGCT
J. JENNINGS SURVEY
ABSTRACT NO. 647
GRAYSON COUNTY
WOMEN'S CRISIS
CENTER ADDITION
Vol. 17, Pg. 7
STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR
PAGE 2 OF 2
SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No. F-2121 • TBPLS No. F-10081100 • www.spiarseng.com
Drawn: RWH
Checked: DKB
Scale: 1" = 80'
Date: 1/30/23
Job No.: 21-110
RIGHT OF WAY DEDICATION
J. JENNINGS SURVEY, ABSTRACT 647
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
DARREN K. BROWN, R.P.L.S. 5252
Drawing: G:\2021 JOBS\21-110 Heritage Ranch\SURVEY\DWG\21-110 Proposed Roadway Dedication.dwg Saved By: dharriman Save Time: 1/25/2023 1:35:02 PM
Plotted by: dharriman Plot Date: 1/30/2023 4:38 PM

EXHIBIT "A-1"

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 647, City of Sherman, Grayson County, Texas, being part of a tract conveyed to Legacy Title Holding Corp by deed recorded in Volume 5581, Page 396 of the Official Public Record, Grayson County, Texas (OPRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point from which a 1/2" iron rod found for the northeast corner of said Legacy Title Holding Corp tract bears N 16°17'38" E, 167.80 feet;

THENCE, S 87°40'41" W, 339.06 feet to a point along the east line of a tract of land conveyed to RCICD HERITAGE RANCH LLC, by deed recorded in Document Number 2022–6833 OPRGCT;

THENCE, N 26°41'36" W, 50.20 feet along the east line thereof to a 1/2" yellow capped iron rod stamped "SPIARSENG" set from which a 60d nail found for the northeast corner of said RCICD HERITAGE RANCH LLC tract bears N 26°41'36" W, 154.92 feet;

THENCE around a non–tangent curve to the right having a central angle of 12°02'01", a radius of 1430.00 feet, a chord of S 84°57'46" E – 299.78 feet, an arc length of 300.34 feet to a 1/2" yellow capped iron rod stamped "SPIARSENG" set;

THENCE around a tangent curve to the left having a central angle of 13°22'34", a radius of 270.00 feet, a chord of S 85°38'02" E – 62.89 feet, an arc length of 63.03 feet to the POINT OF BEGINNING with the subject tract containing 9,139 square feet or 0.210 acres of land.

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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Drawn:	Checked:	Scale	Date	Job No.
RWH	DKB	N/A	3/1/23	21–110

RIGHT OF WAY DEDICATION

J. JENNINGS SURVEY, ABSTRACT 647

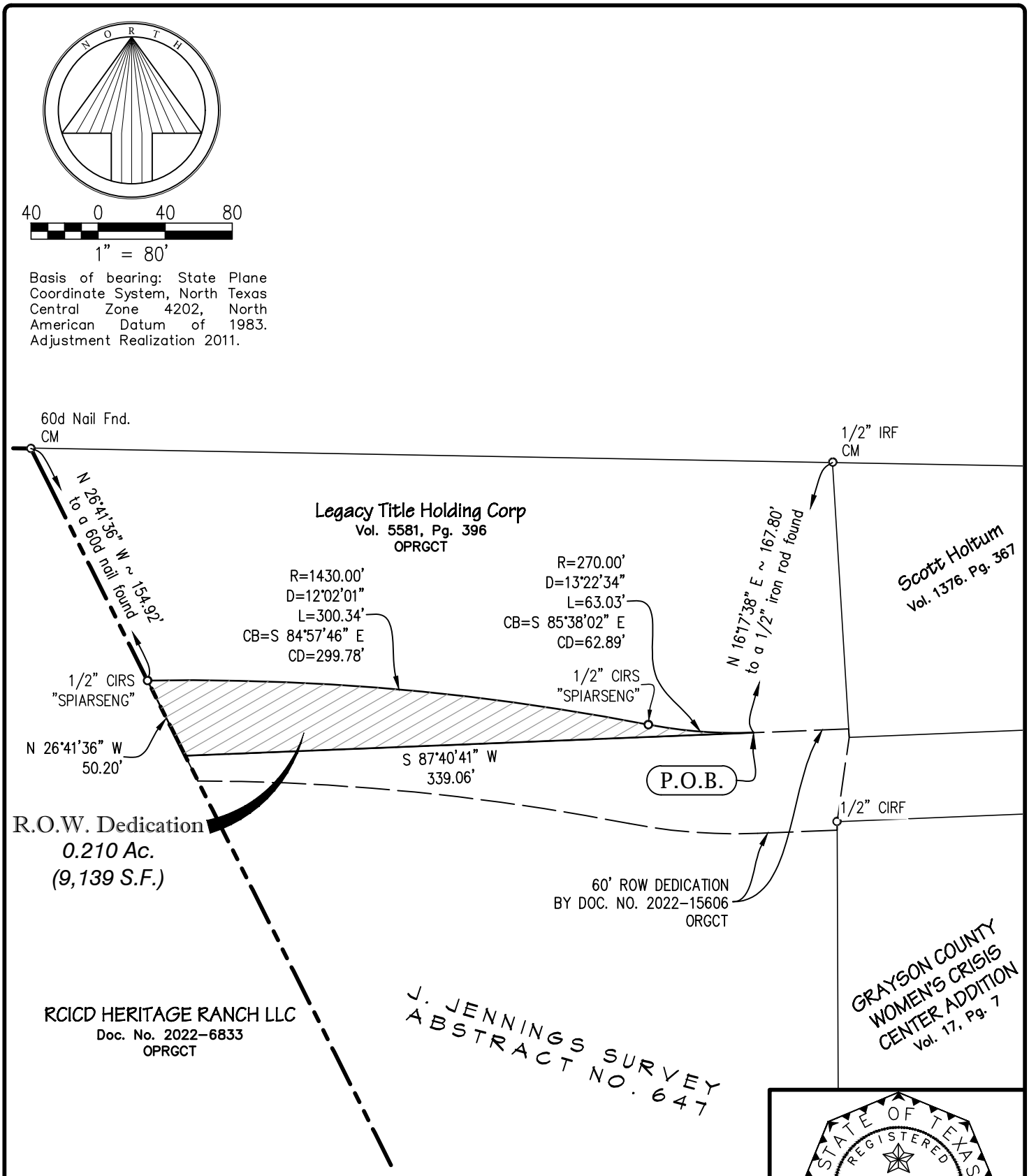
CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

Drawing: G:\2021 JOBS\21–110 Heritage Ranch\SURVEY\DWG\21–110 Proposed Roadway Esmt_alt.dwg Saved By: Rhartman Save Time: 1/26/2023 1:35:02 PM Plotted by: rhartman Plot Date: 3/1/2023 9:30 AM



PAGE 2 OF 2

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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

RIGHT OF WAY DEDICATION

J. JENNINGS SURVEY, ABSTRACT 647

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

Drawn:	Checked:	Scale	Date	Job No.
RWH	DKB	1" = 80'	3/1/23	21-110

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

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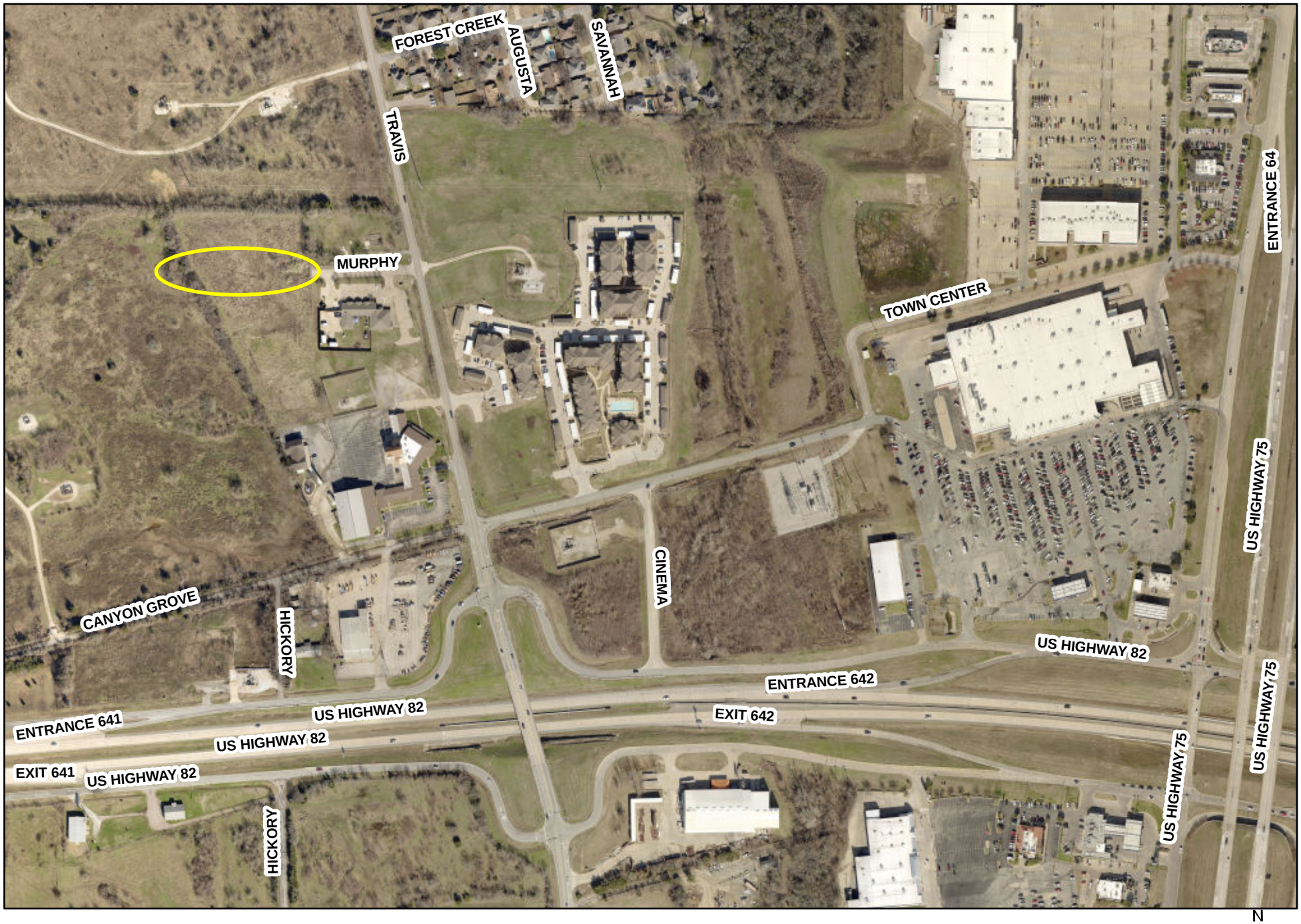
Plotted by: rhartman Plot Date: 3/1/2023 9:30 AM

ROW Abandonment



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 5.**

Meeting Date: 05/15/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7077
Awarding a Bid to and Authorizing Execution of a Contract with Belt Construction of Texas, LLC Based on an Invitation to Bid for the 2022 South Side Industrial Sewer Line, Phase 1

Issue:

To consider awarding a bid to and authorizing execution of a contract with Belt Construction of Texas, LLC of Texarkana, Texas, based on an invitation to bid for the 2022 South Side Industrial Sewer Line, Phase 1

Background:

This wastewater main was identified to be replaced and its capacity to be increased in 2020. This project was added as part of the 2021 Utility CIP program. Engineering was funded in 2022. This Phase 1 project will replace existing 10-inch to 18-inch clay wastewater mains installed in 1961 with approximately 9,230 linear feet of 18-inch to 30-inch PVC wastewater pipe. This upgrade in capacity is needed to accommodate the recent and proposed growth occurring in this wastewater basin.

Four (4) bidders responded to the request for bids. The lowest bid in the amount of $5,741,362.00 was submitted by Belt Construction of Texas, LLC of Texarkana, Texas. A bid tabulation is attached. The contract time to complete Phase 1 of this project is 365 days.

Origination:

Engineering Department

Financial Consideration:

The lowest, responsive, responsible bid was from Belt Construction of Texas, LLC in the amount of $5,741,362.00. Funding is available through 2023 GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the 2022 South Side Industrial Sewer Line, Phase 1 to Belt Construction of Texas, LLC in the amount of $5,741,362.00. 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. 7077
Unsigned - Agreement
Recommendation Letter
Bid Tabulation
Location Map

RESOLUTION NO. 7077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH BELT CONSTRUCTION OF TEXAS, LLC, BASED ON AN INVITATION TO BID FOR THE 2022 SOUTH SIDE INDUSTRIAL SEWER LINE, PHASE 1; 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 Belt Construction of Texas, LLC, of Texarkana, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Belt Construction of Texas, LLC, in the amount of Five Million Seven Hundred Forty-One Thousand Three Hundred Sixty-Two Dollars and Zero Cents ($5,741,362.00) for the 2022 South Side Industrial Sewer Line, Phase 1; 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 Belt Construction of Texas, LLC, for the construction of 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 15th day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and Belt Construction of Texas, LLC, a limited liability corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

2022 South Side Industrial Sewer Line, Phase I

Article 2. **ENGINEER**

The Project has been designed by Binkley & Barfield, Richardson, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 365 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations,

tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Advertisement for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 TWDB-0216, TWDB-0217, TWDB-0373 Forms
8.11 Resolution of Award
8.12 Form 1295, Certificate of Interested Parties
8.13 Certificate of Insurance
8.14 Performance Bond and POA
8.15 Payment Bond and POA
8.16 Notice to Proceed

8.17 Maintenance Bond and POA
8.18 Closeout Documents
8.19 Davis-Bacon Wage Determinations
8.20 Special Provisions
8.21 Technical Specification prepared or issued by City of Sherman dated 02/22/2023 .
8.22 Drawings, consisting of sheets numbered 1 through 40, inclusive with each sheet bearing the following general title: City of Sherman, 2022 South Side Industrial Sewer Line, Phase I
8.23 Addenda numbers 1 to 1, inclusive.
8.24 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as _____
8.25 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT

AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of

the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: Belt Construction of Texas, LLC
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

May 2, 2023 Via: E-Mail

Tom Pruitt, P.E.
Utility Engineer
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

Re: Recommendation of Award
2022 South Side Industrial Sewer Line - Phase 1
City of Sherman
Project No. 21039

Dear Tom Pruitt, P.E.:

We have checked the bids received on Tuesday, April 25, 2023, for the 2022 South Side Industrial Sewer Line – Phase I. Please find a copy of the Bidder Qualifications and Bid Tabulations attached to this letter.

Belt Construction of Texas, LLC of Texarkana, Texas submitted the low bid in the amount of $5,741,362.00. References were included on recent similar projects completed by Belt Construction for North Texas Municipal Water District, the Cities of Tulsa and Edmond Oklahoma. The references were contacted, and they provided positive feedback concerning Belt Construction's work. All references stated they would hire the contractor for future work. Attached to this letter are copies of the reference forms.

Based on the information available, we recommend that the City accept the bid from Belt Construction of Texas, LLC and award them the contract in the amount of $5,741,362.00 for construction of the 2022 South Side Industrial Sewer Line – Phase I project.

Please contact us if you would like to discuss our evaluation in further detail.

Regards,

Binkley & Barfield, Inc.

Tony Romo II P.E.

Tony Romo II, P.E.
Managing Director - Richardson
aromo@binkleybarfield.com

Bid Tabulation
Project: 2022 South Side Industrial Sewer Line Phase 1
Owner: City of Sherman
Number: 2023-11
Public Works Project # 1462-U and Bid Number 2023-11

Date: 4/25/2023

Item	Description	Estimated Quantity		BELT CONSTRUCTION OF TEXAS, LLC Unit Price	BELT CONSTRUCTION OF TEXAS, LLC Total Price	SYB CONSTRUCTION CO., INC Unit Price	SYB CONSTRUCTION CO., INC Total Price	WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC. Unit Price	WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC. Total Price	ACADIA SERVICES LLC Unit Price	ACADIA SERVICES LLC Total Price
1	MOBILIZATION (5% OF TOTAL BID)	1	LS	279,000.00	$279,000.00	397,280.00	$397,280.00	321,169.33	$321,169.33	275,000.00	$275,000.00
2	CLEARING & GRUBBING WITHIN SANITARY SEWER EASEMENT	1	LS	53,000.00	$53,000.00	57,200.00	$57,200.00	53,394.13	$53,394.13	14,357.00	$14,357.00
3	8" PVC (SDR26) SANITARY SEWER	20	LF	320.00	$6,400.00	154.93	$3,098.60	290.54	$5,810.80	103.00	$2,060.00
4	10" PVC (SDR26) SANITARY SEWER	153	LF	250.00	$38,250.00	139.36	$21,322.08	140.60	$21,511.80	131.00	$20,043.00
5	16" PVC PRESSURE RATED AWWA C905 (DR25) SANITARY SEWER	63	LF	300.00	$18,900.00	291.27	$18,350.01	233.59	$14,716.17	229.00	$14,427.00
6	18" PVC PRESSURE RATED AWWA C905 (DR25) SANITARY SEWER	988	LF	170.00	$167,960.00	213.35	$210,789.80	87.01	$85,965.88	262.00	$258,856.00
7	24" PVC PRESSURE RATED AWWA C905 (DR25) SANITARY SEWER	2,389	LF	240.00	$573,360.00	290.07	$692,977.23	326.70	$780,486.30	340.00	$812,260.00
8	24" PVC PRESSURE RATED AWWA C905 (DR25) SANITARY SEWER W/ 36" STEEL CASING (BY BORE)	100	LF	2,300.00	$230,000.00	1,117.58	$111,758.00	1,736.27	$173,627.00	1,485.00	$148,500.00
9	30" PVC PRESSURE RATED AWWA C905 (DR25) SANITARY SEWER	5,327	LF	340.00	$1,811,180.00	405.23	$2,158,660.21	416.85	$2,220,559.95	467.00	$2,487,709.00
10	30" PVC PRESSURE RATED AWWA C905 (DR25) SANITARY SEWER W/ 48" STEEL CASING	50	LF	1,000.00	$50,000.00	1,593.13	$79,656.50	1,329.68	$66,484.00	1,285.00	$64,250.00
11	30" PVC PRESSURE RATED AWWA C905 (DR25) SANITARY SEWER W/ 48" STEEL CASING (BY BORE)	376	LF	2,100.00	$789,600.00	1,826.63	$686,812.88	1,128.90	$424,466.40	1,859.00	$698,984.00
12	REMOVE EXISTING MANHOLE (ALL DEPTHS, ALL SIZES)	6	EA	6,000.00	$36,000.00	6,153.33	$36,919.98	6,321.12	$37,926.72	5,040.00	$30,240.00
13	ABANDON EXISTING MANHOLE	6	EA	4,000.00	$24,000.00	4,376.67	$26,260.02	6,981.13	$41,886.78	2,521.00	$15,126.00
14	4' DIA (PRESSURE RATED) SANITARY SEWER MANHOLE	1	EA	20,000.00	$20,000.00	13,802.10	$13,802.10	11,257.75	$11,257.75	9,199.00	$9,199.00
15	5' DIA SANITARY SEWER MANHOLE	2	EA	21,000.00	$42,000.00	13,953.33	$27,906.66	14,724.90	$29,449.80	15,831.00	$31,662.00
16	5' DIA (PRESSURE RATED) SANITARY SEWER MANHOLE W/ INTERIOR DROP CONNECTION	1	EA	24,000.00	$24,000.00	14,712.10	$14,712.10	27,567.00	$27,567.00	16,008.00	$16,008.00
17	6' DIA (PRESSURE RATED) SANITARY SEWER MANHOLE	2	EA	22,000.00	$44,000.00	17,019.60	$34,039.20	25,909.77	$51,819.54	18,120.00	$36,240.00
18	6' DIA SANITARY SEWER MANHOLE	18	EA	20,000.00	$360,000.00	16,627.00	$299,286.00	23,450.94	$422,116.92	17,250.00	$310,500.00
19	6' DIA SANITARY SEWER MANHOLE W/ INTERIOR DROP CONNECTION	1	EA	29,000.00	$29,000.00	25,433.20	$25,433.20	49,134.85	$49,134.85	25,064.00	$25,064.00
20	EXTRA DEEP SANITARY SEWER MANHOLE (GREATER THAN 7')	373	VF	650.00	$242,450.00	640.08	$238,749.84	750.86	$280,070.78	676.00	$252,148.00
21	ABANDON 10" SANITARY SEWER, INCLUDING CUT & PLUGS (CELLULAR GROUT FILL)	1,280	LF	5.00	$6,400.00	23.35	$29,888.00	20.47	$26,201.60	10.00	$12,800.00
22	ABANDON 15" SANITARY SEWER, INCLUDING CUT & PLUGS (CELLULAR GROUT FILL)	1,615	LF	12.00	$19,380.00	37.95	$61,289.25	28.27	$45,656.05	12.00	$19,380.00
23	ABANDON 18" SANITARY SEWER, INCLUDING CUT & PLUGS (CELLULAR GROUT FILL)	4,368	LF	10.00	$43,680.00	45.86	$200,316.48	36.76	$160,567.68	13.00	$56,784.00
24	ABANDON 18" SANITARY SEWER WITHIN BNSF ROW, INCLUDING CUT & PLUGS (PRESSURE GROUT PER BNSF REQUIREMENTS)	102	LF	10.00	$1,020.00	65.00	$6,630.00	192.19	$19,603.38	13.00	$1,326.00
25	EXCAVATION & REMOVAL OF EX 15" SANITARY SEWER, INCLUDING CUT&PLUGS	158	LF	40.00	$6,320.00	84.07	$13,283.06	267.45	$42,257.10	46.00	$7,268.00
26	EXCAVATION & REMOVAL OF EX 18" SANTIARY SEWER, INCLUDING CUT&PLUGS	947	LF	40.00	$37,880.00	84.07	$79,614.29	204.79	$193,936.13	56.00	$53,032.00
27	REMOVE & REPLACE FENCE (BARB WIRE)	45	LF	30.00	$1,350.00	65.00	$2,925.00	54.69	$2,461.05	73.00	$3,285.00

28	REMOVE & REPLACE FENCE (BARB WIRE & METAL RAIL)	90	LF	40.00	$3,600.00	130.00	$11,700.00	113.97	$10,257.30	145.00	$13,050.00
29	TV INSPECTION OF NEW SANITARY SEWER	9,446	LF	1.00	$9,446.00	3.90	$36,839.40	4.08	$38,539.68	7.00	$66,122.00
30	SEEDING & SITE RESTORATION OF DISTURBED AREAS	47,240	SY	1.00	$47,240.00	1.95	$92,118.00	3.29	$155,419.60	1.00	$47,240.00
31	TRENCH SAFETY DESIGN	1	LS	600.00	$600.00	1,950.00	$1,950.00	3,850.00	$3,850.00	7,199.00	$7,199.00
32	TRENCH SAFETY	9,346	LF	1.00	$9,346.00	2.60	$24,299.60	19.05	$178,041.30	3.00	$28,038.00
33	SWPPP	1	LS	1,000.00	$1,000.00	10,010.00	$10,010.00	25,000.00	$25,000.00	3,599.00	$3,599.00
34	EROSION CONTROL	1	LS	19,000.00	$19,000.00	41,099.50	$41,099.50	158,569.13	$158,569.13	45,355.00	$45,355.00
35	BARRICADING & TRAFFIC CONTROL	1	LS	3,000.00	$3,000.00	6,500.00	$6,500.00	22,000.00	$22,000.00	14,398.00	$14,398.00
36	SANITARY SEWER BYPASS PIPING & IMPLEMENTATION	1	LS	70,000.00	$70,000.00	130,000.00	$130,000.00	266,499.75	$266,499.75	861,908.00	$861,908.00
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38	CONSTRUCTION CONTINGENCY ALLOWANCE	1	LS	500,000.00	$500,000.00	500,000.00	$500,000.00	500,000.00	$500,000.00	500,000.00	$500,000.00
39	MANHOLE VENT	7	EA	3,000.00	$21,000.00	2,365.60	$16,559.20	11,403.26	$79,822.82	3,990.00	$27,930.00
Total Base Bid					**$5,741,362.00**		**$6,485,036.19**		**$7,133,104.47**		**$7,399,336.00**

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33	SWPPP	1	LS	1,000.00	$1,000.00	10,010.00	$10,010.00	25,000.00	$25,000.00	3,599.00	$3,599.00
34	EROSION CONTROL	1	LS	19,000.00	$19,000.00	41,099.50	$41,099.50	158,569.13	$158,569.13	45,355.00	$45,355.00
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37	BNSF INSURANCE REQUIRMENTS, COORDINATION, FLAGGING, COMPLETE	1	LS	102,000.00	$102,000.00	65,000.00	$65,000.00	85,000.00	$85,000.00	107,989.00	$107,989.00
38	CONSTRUCTION CONTINGENCY ALLOWANCE	1	LS	500,000.00	$500,000.00	500,000.00	$500,000.00	500,000.00	$500,000.00	500,000.00	$500,000.00
39	MANHOLE VENT	7	EA	3,000.00	$21,000.00	2,365.60	$16,559.20	11,403.26	$79,822.82	3,990.00	$27,930.00
Total Base Bid					**$5,741,362.00**		**$6,485,036.19**		**$7,133,104.47**		**$7,399,336.00**

FM 1417
Vietnam Veterans
Project Limits
U.S. 75 Freeway
N
0 500 1,000 2,000
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 6.**

Meeting Date: 05/15/2023

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7078***

Awarding a Bid to and Authorizing Execution of a Contract with CivicPlus, LLC, a Kansas Limited Liability Company, for Government Software Services

Issue:

To consider awarding a bid to and executing a contract with CivicPlus for a new agenda system

Background:

Members of several departments, including Management Services, Development Services, City Clerk and I.T., interviewed three new companies to find a better performing agenda system. The current program does not allow for easy communication between departments.

CivicPlus meets the needs of both Management Services and Development Services while allowing the departments to easily share information. CivicPlus also includes ways for the City Clerk's office to record minutes in real time and to better manager boards and commissions.

Origination:

City Manager's Office

Financial Consideration:

The total initial investment for the new agenda software is $23,268.00 and an annual fee of $16,540.65.

Staff Recommendation:

Staff recommends awarding a bid to and authorizing execution of a contract with CivicPlus, LLC, a Kansas limited liability company, for Government Software Services

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7078
Service Agreement

RESOLUTION NO. 7078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH CIVICPLUS, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR GOVERNMENT SOFTWARE SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to execute a contract with CivicPlus, LLC, a Kansas Limited Liability Company, for the purchase of Government Software for a total initial investments of twenty three thousand two hundred sixty eight dollars ($23,268.00) and an annual fee of Sixteen Thousand Five Hundred Forty Dollars and Sixty Five Cents ($16,540.65) for government software services. Any agreements related to the purchase must be approved by the City Attorney. Funding is available through the general fund reserves.

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 15th day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT FOR GOVERNMENT SOFTWARE SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City" or "Client"), and **CivicPlus, LLC**, a Kansas limited liability company ("Contractor" or "CivicPlus"), hereby enter into this Agreement for Government Software Services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Contractor submitted to City a proposal and quote for government software services, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes ("Quote"); and

WHEREAS, based on Contractor's representations set forth in the Quote, Sherman has selected Contractor to provide the services sought by Sherman under the terms and conditions of this Agreement (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, equipment, supplies and deliverables that are described in the Quote on the terms and conditions set forth in the Agreement Documents (as defined below), and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for two (2) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor sixty (60) days' advance written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Quote (Exhibit A). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within forty-five (45) days of the date of each invoice, unless

supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within forty-five (45) days of the date of each invoice and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the City shall provide Contractor with notice of such non-appropriation and the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement. Notwithstanding the foregoing, the City shall be obligated to pay for any services provided by Contractor prior to its receipt of such notice.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. Contractor's Quote, attached hereto as Exhibit A;

C. City's Insurance Requirements, attached hereto as Exhibit B;

D. Affidavit of No Prohibited Interested, attached hereto as Exhibit C; and

E. Conflict of Interest Questionnaire, attached hereto as Exhibit D.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C and Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D and Exhibit A shall prevail in that order.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit B.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), BROUGHT BY A THIRD PARTY THAT IN WHOLE OR IN PART ARISE OUT OF THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF 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) IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"); PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT 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 CONTRACTOR 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 CONTRACTOR FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONTRACTOR 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. THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE

COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, or invitees performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, or invitees performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least sixty (60) days' prior written notice of the termination date.

Both parties are entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by the other party. If at any time during the term of this Agreement, a party 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 the non-breaching party shall have the right to terminate this Agreement, if the breaching party does not cure any such default after thirty (30) days written notice thereof. Any such act by either party shall not be deemed a waiver of any other right or remedy of such party.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing. Notwithstanding the foregoing, Contractor may assign and transfer all of its rights under this Agreement by a sale of all of its assets or merger.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary

attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: CivicPlus, LLC
Attn: Contracts Department
302 South 4th St., Ste. 500

Manhattan, KS 66502
Telephone: 888-228-2233
Email: contracts@civicplus.com

If to City, to: City of Sherman
Attn: _____
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) _____
Email: _____

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein),

vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

31. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

CivicPlus, LLC
a Kansas limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A
Quote

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:	Q-32389-1
Date:	12/12/2022 4:00 PM
Expires On:	5/5/2023

Client:

SHERMAN, TEXAS

Bill To:

SHERMAN, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lucas Clark	x	lclark@civicplus.com		Net 45

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	Agenda & Meeting Management Select Premium Implementation Package	Premium Implementation Package – Up to 10 of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time

Total Investment - Initial Term	USD 23,268.00
Annual Recurring Services - Year 2	USD 16,540.65

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Due at Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff, and the AGREEMENT FOR GOVERNMENT SOFTWARE SERVICES to which this SOW is attached as "Exhibit A"

(collectively, the "Binding Terms"), Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this Agreement.

Exhibit B

City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.

___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

___ 10. Reserved

___ 11. Other Insurance Requirements (State Below):

Exhibit C
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2023.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2023.

_____
Notary Public in and for the State of _____
My commission expires: _____

Exhibit D

Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity — Date

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 1/1/2021

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 7.**

Meeting Date: 05/15/2023

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7079***

Authorizing the Purchase of two new 40YD Front Load Trucks from Bond Equipment Company for the Solid Waste Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase two new 40YD Front Load Trucks from the BuyBoard for use within the Solid Waste Department.

Background:

One of the new trucks will replace vehicle 648, a 2012 Mack Front Loader. The other new Front Load Truck will be used within the Solid Waste Department for a new route to allow for growth in the City.

Origination:

Department of Public Works

Financial Consideration:

The new Front Load Trucks will be purchased from Bond Equipment Company for $737,408.00 through BuyBoard. Funding for this purchase was appropriated in the fiscal year 2022-2023 Solid Waste Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the two new Front Load Trucks from Bond Equipment Company through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7079

Bond Equipment Quote

BuyBoard Agreement

RESOLUTION NO. 7079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW 40YD FRONT LOAD TRUCKS FROM BOND EQUIPMENT COMPANY FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Bond Equipment Company through BuyBoard two new Front Load Trucks at a total price of Seven Hundred Thirty Seven Thousand Four Hundred and Eight Dollars ($737,408.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of May 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT 30/10/2023

Customer		City of Sherman			
Product Description		CRANE CARRIER/BATTLE MOTOR COMPANY			
Front Loader/New Way 40YD		LET2			
A. **Base Price in Bid/Proposal Number**		601-19			$157,156.00
Front Loader/New Way					
B. Published Options *itemize each item below)					
L9-380	13347	2-Heated Spot Mirror	224		
Block Heater	344	Dual Heated Mirror	289		
Rermote Radiator Fill	561	6S/6M ABS	637		
Exhaust Diffuser	323	Front Aluminum Wheel	608		
Fuel Tank 80 Gallon	92.00	Rear Wheels White	114		
Allison 4500 Transmission	16583	3-925CCA Batteries	160		
23K Front Springs	215	Cab Guard	1378		
Wide Brake Package 8.62	386	Flaming River Disconnect Sw	110		
Double Frame	3256	D46-170P	882		
Wheel Base 210"	1045	New Way 40Yard Front Ld	143285		
Dual Tone Air Horn	358	Freight to New Way	2900		
Spare Keys	88				
Subtotal column 1	36598	Subtotal column 2	150587		
Pubished Options added to Base Price (Subtotal of Column1 Column 2)					$344,341
C. Subtotal of A+ B					$187,185
D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)					
Custom LH Air Ride Seat	656	New Way Wheel Base Adj	4683		
Tow Pins	346				
46,000 Upgrade	4674				
Payment after Delivery	4000				
Price Adjustment 23-3	6209				
Surcharge	975				
Total Column 1	16860	Total Column 2	4683		21543
Unpublished Options added to Base Price (subtotal of Column 1 + 2)					178699
Dealer Install					
E. Contract Price Adjustment (if any explain)					
F. Total of C +D + E(Not including Buyboard Fee)					365,884
G. Quantity Ordered (Units x F)	2 # of Units				731768
H. Buyboard Fee		400			400
I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)				Cummins Ext Warranty	5240
		Subtotal non equipment changes			
J. **TOTAL PURCHASE PRICE INCLUDING (G +H +I)**					737,408

Bond Equipment Company Inc.
2946 Irving Blvd
Dallas, TX 75247

Andy Bond
214-637-0760

CUMMINS EXTENDED ENGINE & EMMISION WARRANTY $2620.00 PER TRUCK

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 05/15/2023

Prepared By: Lauren Marlow, Development Services Coordinator

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Final Plat of Earnhartbuilt's 12th Addition, being a Replat of the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition and currently zoned R-6 (Single Family Residential) District; Jason Earnhart, Earnhartbuilt, LLC, Owner and Copley Land Surveying, Surveyor (1013 South First Street)

Issue:

To consider the Public Hearing and Final Plat of Earnhartbuilt's 12th Addition, being a Replat of the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition and currently zoned R-6 (Single Family Residential) District; Jason Earnhart, Earnhartbuilt, LLC, Owner and Copley Land Surveying, Surveyor (1013 South First Street)

Background:

The property is located at 1013 South First Street between East Spring Street and East Epstein Street. The owner is requesting a Zone Change to an R-5 (Single-Family Residential) District and to plat the property into one lot for residential development.

Origination:

Jason Earnhart, Earnharbuilt, LLC (Owners)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

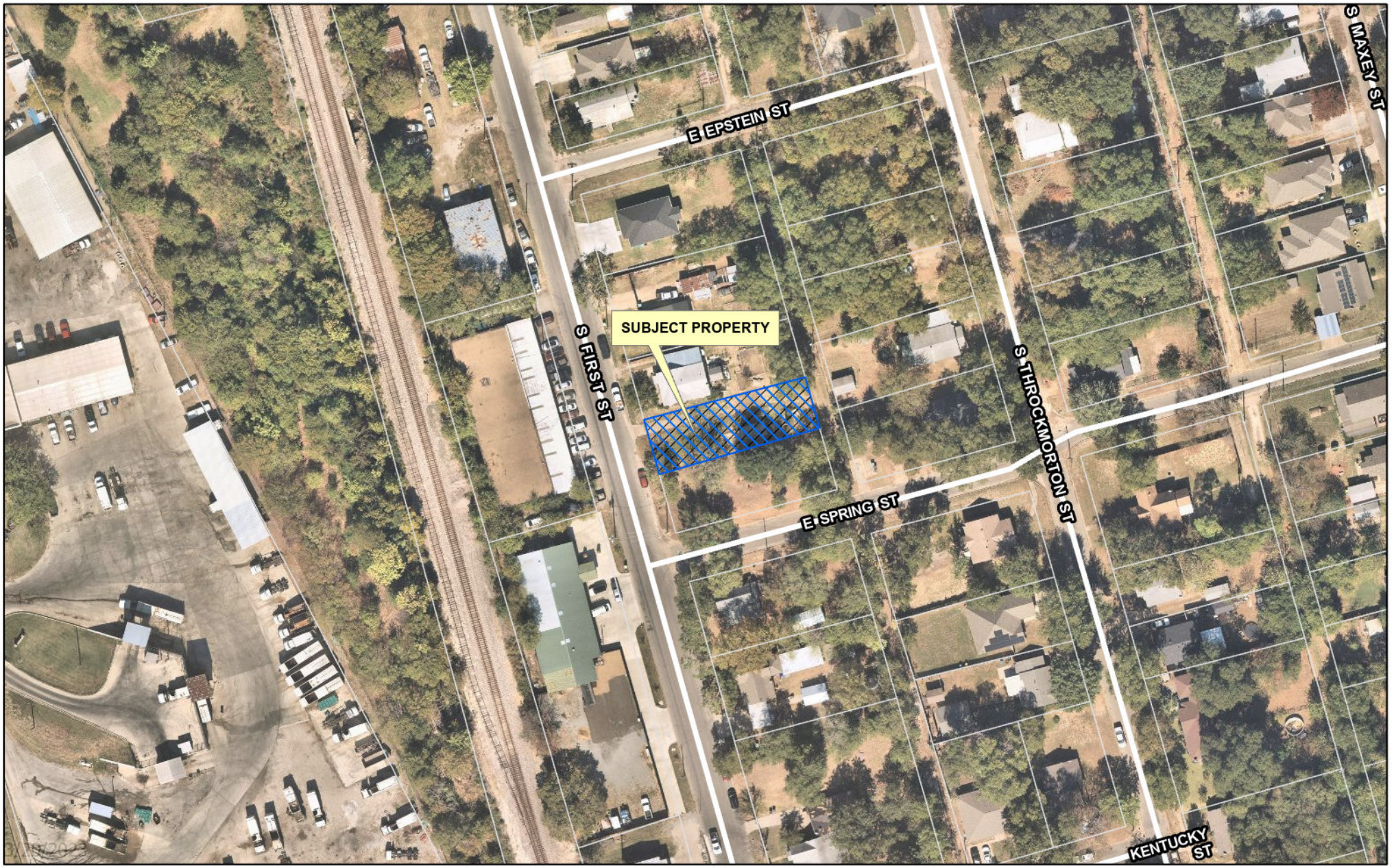
At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

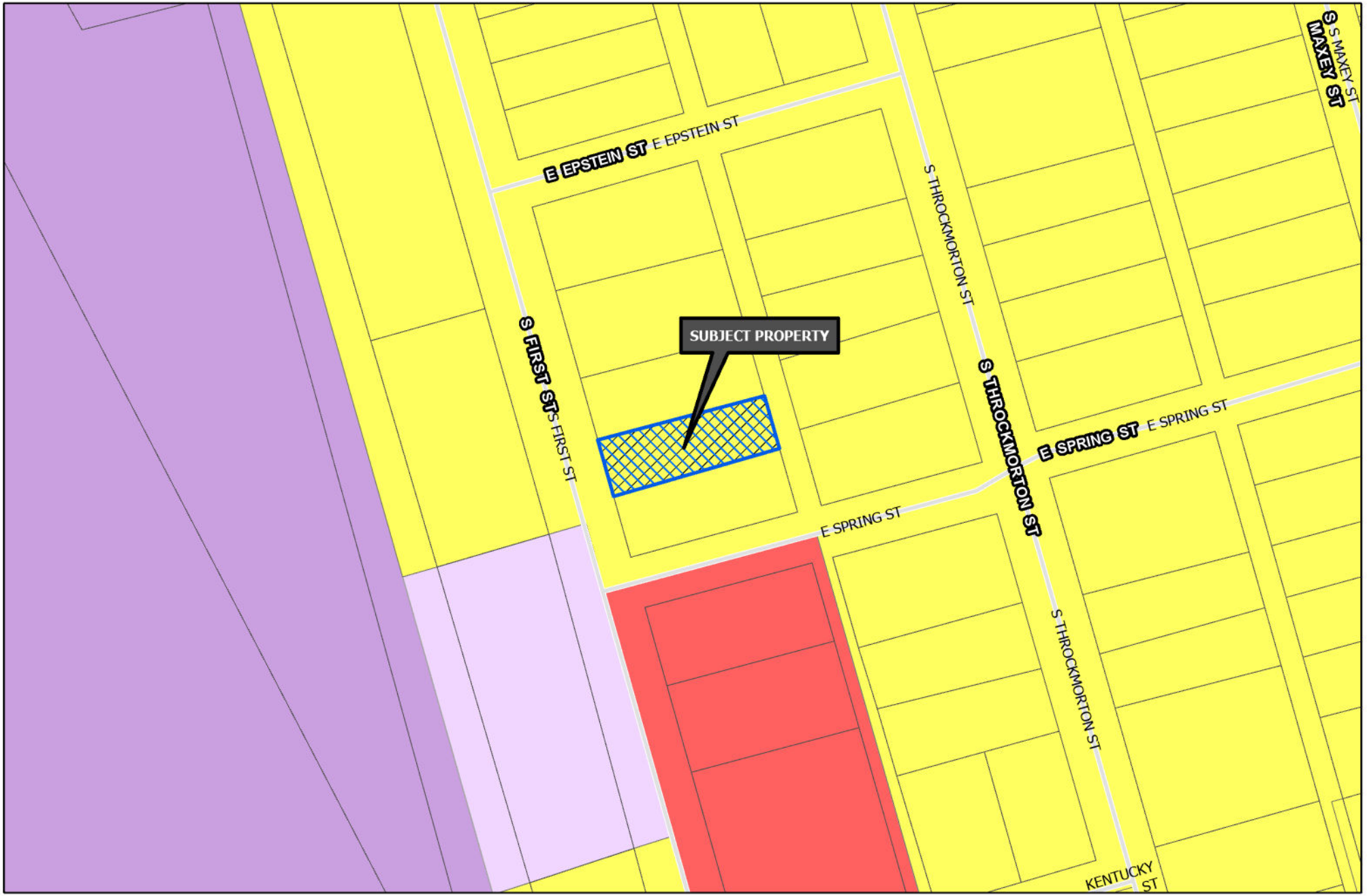
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1013 S FIRST ST

N
W E
S

Date: 3/20/2023 11:06 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

CITY OF SHERMAN ZONING MAP 1013 S FIRST ST

N
W E
S

Date: 3/20/2023 11:06 AM

0 20 40

SCALE ~ 1" = 20'

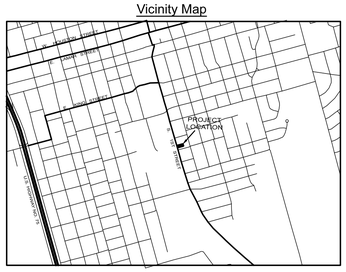
N

W E

S

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

Vicinity Map



~ GENERAL NOTES ~

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

Purpose:
The purpose of this is to Replat a portion of 2 Lots into 1 Lot.

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

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

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

Legal Description

Situated *in the City of Sherman, County of Grayson, State of Texas, being a part of the George Pilant Survey, Abstract No. 963, and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2, of W.D. Fitch Addition, an addition to the City of Sherman, Grayson County, Texas as shown by plat of record in Volume 35, Page 555, Deed Records, Grayson County, Texas, said tract conveyed to Earnhartbuilt, LLC by deed of record in Document No. 2022-16738, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:*

Commencing *at a 1/2" steel rod previously set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said Block 2, W.D. Fitch Addition, being the southwest corner of Lot 1, Habitat South First Addition, an addition to the City of Sherman as shown by plat of record in Document No. 2023-24, Plat Records, Grayson County, Texas and the intersection of the north line of Spring Street and the east line of First Street;*

Thence North 16°03'20" West, along the east line of said First Street and the west line of said Lot 1, Habitat South First Addition, a distance of 47.50 feet to a 1/2" steel rod found maintaining the northwest corner of said Lot 1, Habitat South First Addition and the southwest corner of said Earnhartbuilt, LLC Tract;

Thence ***North 15°50'35" West****, along the east line of said First Street and the west line of said Block 2, W.D. Fitch Addition, a distance of* ***52.50 feet*** *to a 1/2" steel rod found maintaining the northwest corner of said Earnhartbuilt, LLC Tract and the southwest corner of the N 50' of Lot 3, Block 2, W.D. Fitch Addition conveyed to Thomas E. Vann and Joy L. Vann by deed of record in Volume 2160, Page 54 of said Official Public Records;*

Thence ***North 74°16'49" East****, along the north line of said Earnhartbuilt, LLC Tract and the south line of said Vann Tract, a distance of* ***140.00 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Earnhartbuilt, LLC Tract, the southeast corner of said Vann Tract and being in the east line of said Lot 3, and west line of a 20' alley of said Block 2, W.D. Fitch Addition;*

Thence ***South 15°50'35" East****, along the west line of said 20' alley and the east line of said Lot 3 and Lot 4, Block 2, W.D. Fitch Addition, a distance of* ***52.50 feet*** *to a axel found maintaining the northeast corner of said Lot 1, Habitat South First Addition and the southeast corner of said Earnhartbuilt, LLC Tract;*

Thence ***South 74°16'49" West****, along the north line of said Lot 1, Habitat South First Addition and the south line of said Earnhartbuilt, LLC Tract, a distance of* ***140.00 feet*** *to the* ***Point-of-Beginning*** *and containing* ***0.169 acres*** *of land.*

KNOWN ALL MEN BY THESE PRESENTS:

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

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

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, EARNHARTBUILT, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Earnhartbuilt's 12th, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Earnhartbuilt's 12th, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 2023.

By: EARNHARTBUILT, LLC

*By:*_____
JONATHAN EARNHART

*By:*_____
JASON EARNHART

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, EARNHARTBUILT, LLC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Final Plat of EARNHARTBUILT'S 12TH, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this ____day of _____ _____, 2023.

_____
JONATHAN EARNHART

_____
JASON EARNHART

STATE OF TEXAS
COUNTY OF GRAYSON

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

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

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF GRAYSON

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

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

_____
Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of EARNHARTBUILT'S 12TH, an addition to the City of Sherman, Texas, was submitted to the City Council on the_ ____day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this____day of _____, _____ ,2023.

_____
Clerk, City of Sherman, Texas

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

_____ _____
Chairman *Secretary*

Accepted by the City Council of the City Sherman.

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

Final Plat of
Earnhartbuilt's 12th
an addition to the City of Sherman Grayson County, Texas Being a replat of the South 25' of Lot 3 & the North 27.5' of Lot 4, Block 2, W.D. Fitch Addition

3/16/2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Earnhartbuilt, LLC
2903 Woodlawn Blvd.
Denison, TX 75020

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Final Plat of Earnhartbuilt's 12th has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
3. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
4. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

1013 SOUTH FIRST STREET

The request of Jason Earnhart, Earnharbuilt, LLC (Owners) and Copley Land Surveying (Surveyor) concerning the property located at 1013 South First Street, consisting of 0.169 acres, being a part of the George Pilant Survey, Abstract No. 963 and being the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition, and currently zoned R-6 (Single-Family Residential) District, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change from a R-6 (Single-Family Residential) District to an R-5 (Single-Family Residential) District.
B. Public Hearing and Final Plat of Earnhartbuilt's 12th Addition, being a Replat of the South 25 feet of Lot 3 and the North 27.5 feet of Lot 4, Block 2 of W.D Fitch Addition.

Background:

The property is located at 1013 South First Street between East Spring Street and East Epstein Street. The owner is requesting a Zone Change to an R-5 (Single-Family Residential) District and to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

Jason Earnhart, Earnharbuilt, LLC (Owners)
Copley Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

27

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Final Plat
STAFF REVIEW LETTER - Engineering
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 2.**

Meeting Date: 05/15/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS
Repair and Rework of the Shepard 1 Trinity Well under Emergency Designation

Issue:

To allow the repair and rework of the Shepard 1 Trinity Well under Emergency Designation

Background:

The Shepard 1 Trinity water well has been removed from service. The last Shepard 1 Trinity well rehabilitation was in 2005. Since that time, the well has been producing around 1/2 million gallons of water per day for the last 18 years. It was discovered that the casing and the production pipe are now in need of major rehabilitation. The well is more expensive to repair because the casing was found to be in extremely poor condition, which has to be repaired in-place, underground.

Origination:

Engineering Department

Financial Consideration:

The City staff's estimated cost to repair the well is approximately $730,473.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the emergency repair to the Shepard 1 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments

Quote
Agreement
Location Map

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

March 23, 2023

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Shepard 1 Trinity

Mr. Canales :

After removal of the pumping equipment from the well it was apparent that the entire pump, motor, column, and cable assembly needs to be replaced, with only the discharge head to be re-used.

As we stated in our proposal to remove the debris at the top of the lap pipe dated 12/7/22, we are presenting our recommendations to permanently repair the casing by installing and pressure cementing a 12-3/4" repair liner inside the existing 16" casing.

Scope of Services and Material

Install Repair Liner $352,580.00

- Run a sizer and alignment dummy prior to installation of a repair liner
- New 1480 ft, 12", .375w repair liner
- Haul workpipe and materials to well site
- Service rig, crew and welder to install repair liner
- Service rig and crew to fill existing 10" liner with gravel, pressure cement 12" repair liner in place, drill out cement plug, and jet gravel out of 10" liner upon installation of repair liner
- Perform a TV survey and present report of findings

Pumping Equipment and Installation $318,698.00

- New 400 GPM @ 935' TDH submersible pump with lift nipple
- New 8", 150 HP, 3/60/460-volt, 3600 rpm submersible motor
- 1200 ft of New 4/0 3C WG Paige Hydro flex submersible cable with splice kits
- New 6"- 8Rd. T&C pump column
- New 6"- 8Rd. Check valve
- New 6"- 8Rd. Surge valve
- 1160 ft of New 1/4" stainless steel airline complete with a water level detector kit
- Steam clean, paint, and re-use the existing discharge head
- Miscellaneous items to make well operational
- Shop labor to assemble and prepare new equipment for shipment

- Haul pumping equipment to the well site
- Service rig and crew to install pumping equipment in the well
- Service Technician to start-up, test the well, and collect (3) bacteriological samples

Total of Services and Materials Outlined Above $671,278.00

Adder to provide Bonds.....$10,800.00

Deduct to provide 5" column pipe in lieu of 6" column pipe.....$14,241.00
(includes changing head conditions from 635' TDH to 670' TDH to account for additional column friction loss in the 5" pipe)

Cost to Date

- Install work pipe and airline and attempt to clear material blocking the top of the lap by jetting and/or pushing through the obstruction.
- Lower the work pipe to the bottom of the well and jet any accumulated debris from the bottom of the well.
- Re-televise the well after clearing the top of the lap and make a report of findings

Total of Cost to Date $48,395.00

Thank you for the opportunity to offer you our services as we await your response.

Sincerely,

Randy Hagen

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Shepard 1 Trinity Emergency Repair – Emergency Designation

Article 2. **ENGINEER**

The Project has been designed by City of Sherman Engineering Department, Sherman, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 20.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Certifications Required by Texas Law
8.3 Suspension and Debarment Certification
8.4 Agenda Item
8.5 Request for Quotation
8.6 Quotation
8.7 Form 1295, Certificate of Interested Parties
8.8 Certificate of Insurance
8.9 Performance Bond and POA
8.10 Payment Bond and POA
8.11 Notice to Proceed
8.12 Maintenance Bond and POA
8.13 Closeout Documents
8.14 Davis-Bacon Wage Determinations
8.15 Special Conditions
8.16 General Conditions of Agreement
Technical Specification prepared or issued by City of Sherman __/___/____

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

> All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY,

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: WEISINGER, INCORPORATED
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

Sherman

CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 3.**

Meeting Date: 05/15/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS
Repair and Rework of the Dorchester 9 Trinity Well under Emergency Designation

Issue:

To allow the repair and rework of the Dorchester 9 Trinity Well under Emergency Designation

Background:

With the onset of high water demands the City experiences in the summertime, it is very important to get this water well back into service. Upon inspection, some of the component descriptions are as follows:

- Pump - Inside of bowls rusty with heavy scale
- Column Pipe - faces are rusty with pitting, Galls with rust migration through/into faces, wires on some threads
- Bearings - most had rust and sludge build up behind the bearings, rusty faces, galls on some threads
- Shafts - all shafts are black and rusty

For those reasons, the contractor is recommending complete replacement of all components and replace in a new condition.

Origination:

Engineering Department

Financial Consideration:

The City staff's estimated cost to repair the well is approximately $316,811.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the emergency repair to the Dorchester 9 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments

Quote
Agreement
Location Map

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

May 3, 2023

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Dorchester 9T

Mr. Canales :

After removal of the pumping equipment from the well it was apparent that the entire pump, and column assembly, needs to be replaced, with only the discharge head to be re-used. Please see the attached inspection report with photos.

Scope of Services and Material

Pumping Equipment and Installation $316,811.00

- New 550 GPM @ 1,067' TDH Line Shaft turbine Pump
- New 8” X 3” X 1 15/16” Column Assembly
- New Top Special
- New 98” Suction Pipe with Cone Strainer
- New 8” Adjustable Column Adapter Flange & Lock Ring
- New Tension Bearing & O-ring
- New Motor Drive Shaft
- New Lubrication Kit
- New 1/4" stainless steel airline complete with a water level detector kit
- Steam clean, paint, and re-use the existing discharge head
- Miscellaneous items to make well operational
- Shop labor to assemble and prepare new equipment for shipment
- Haul pumping equipment to the well site
- Service rig and crew to install pumping equipment in the well
- Service Technician to start-up, test the well, and collect (3) bacteriological samples
- Performance and Payment Bonds

Total of Services and Materials Outlined Above $316,811.00

Thank you for the opportunity to offer you our services as we await your response.

Regards,

Charlie Liesberger

Weisinger Incorporated

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Dorchester 9 Trinity Emergency Repair – Emergency Designation

Article 2. **ENGINEER**

The Project has been designed by City of Sherman Engineering Department, Sherman, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 60 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 20.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Certifications Required by Texas Law
8.3 Suspension and Debarment Certification
8.4 Agenda Item
8.5 Request for Quotation
8.6 Quotation
8.7 Form 1295, Certificate of Interested Parties
8.8 Certificate of Insurance
8.9 Performance Bond and POA
8.10 Payment Bond and POA
8.11 Notice to Proceed
8.12 Maintenance Bond and POA
8.13 Closeout Documents
8.14 Davis-Bacon Wage Determinations
8.15 Special Conditions
8.16 General Conditions of Agreement
Technical Specification prepared or issued by City of Sherman __/___/____

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

> All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY,

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

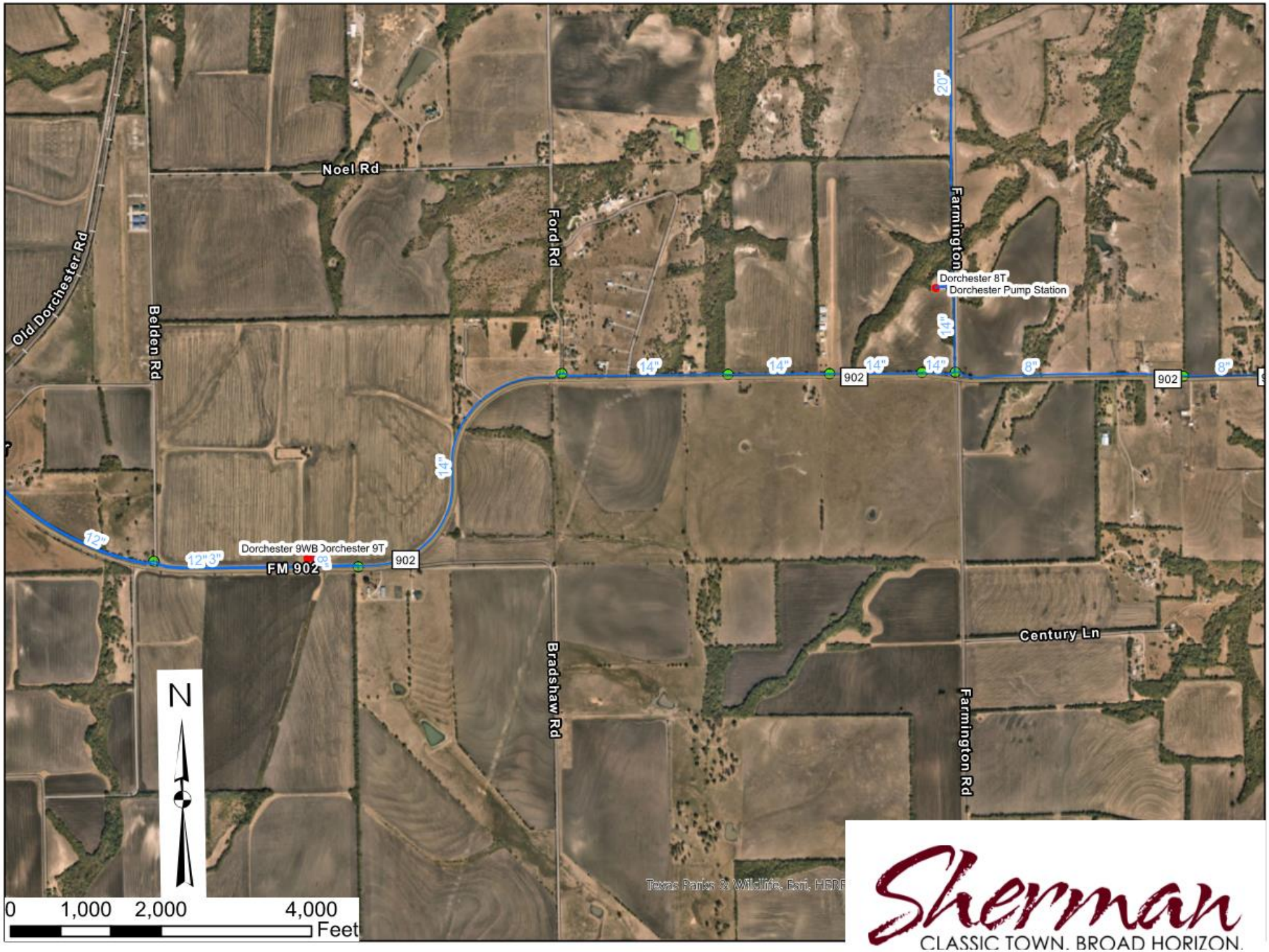
12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: WEISINGER, INCORPORATED
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____


Noel Rd
Old Dorchester Rd
Belden Rd
Ford Rd
Farmington
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Dorchester 8T
Dorchester Pump Station
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FM 902
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Bradshaw Rd
Century Ln
Farmington Rd
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Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 4.**

Meeting Date: 05/15/2023

Prepared By: Lauren Marlow, Development Services Coordinator

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Goins Addition, consisting of 0.293 acres in the G.B. Pilant Survey, Abstract 963, and currently zoned R-6 (Single Family Residential) District; Charles and Brenda Goins, Owner and Preston Trail Land Surveying, Surveyor (122 North Lee Street)

Issue:

To consider Final Plat of of Goins Addition, consisting of 0.293 acres in the G.B. Pilant Survey, Abstract 963, and currently zoned R-6 (Single Family Residential) District; Charles and Brenda Goins, Owner and Preston Trail Land Surveying, Surveyor (122 North Lee Street)

Background:

The property is located at 122 North Lee Street between East Chaffin Street and East Houston Street. The owner would like to plat the property into one lot for residential development.

Origination:

Charles and Brenda Goins (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication

dlagrone H:\PLANNING\Public Notification KT.aprx

3/31/2023

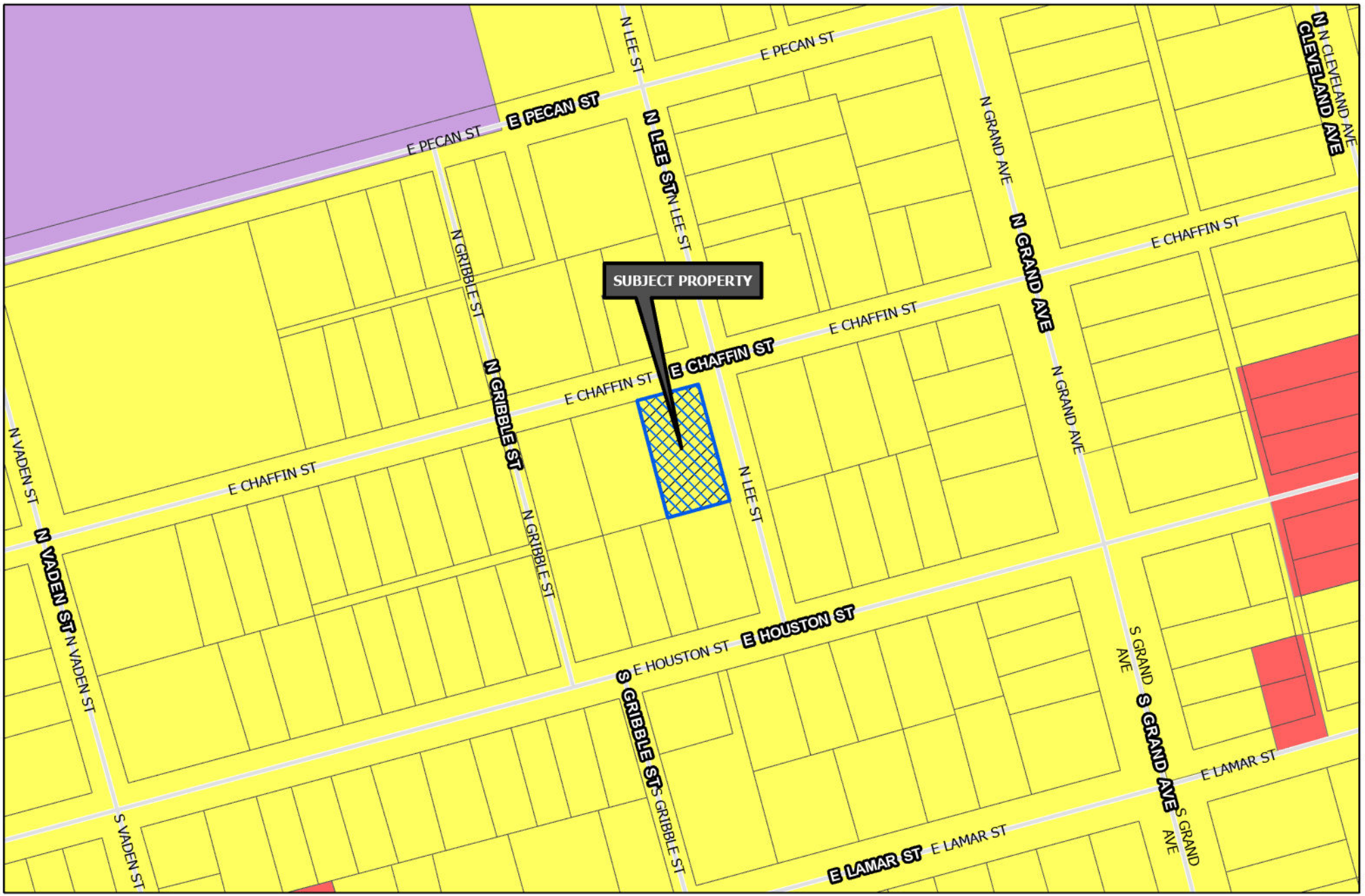
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
122 N LEE ST

N
W E
S

Date: 3/31/2023 3:36 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

CITY OF SHERMAN
ZONING MAP
122 N LEE ST

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S

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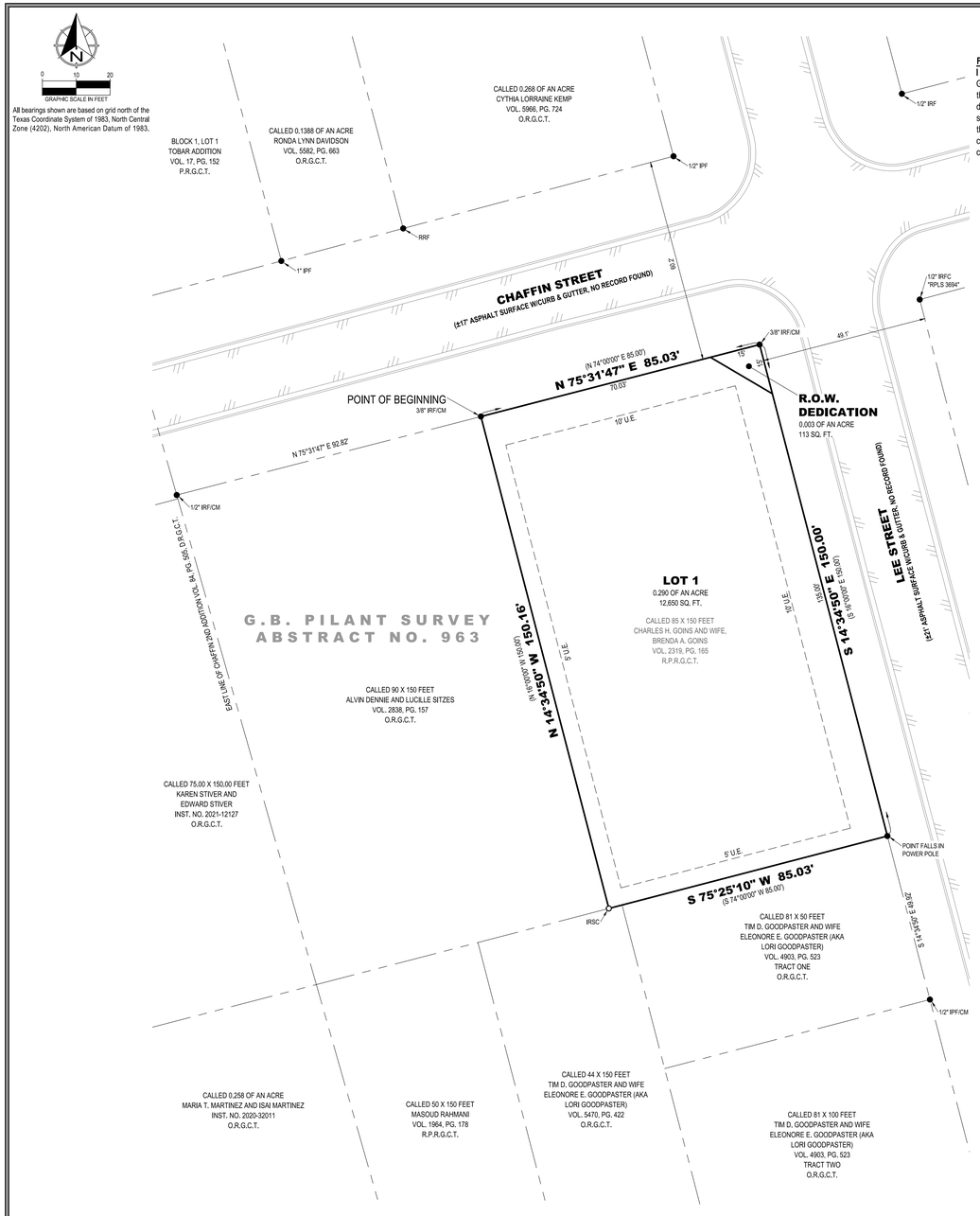
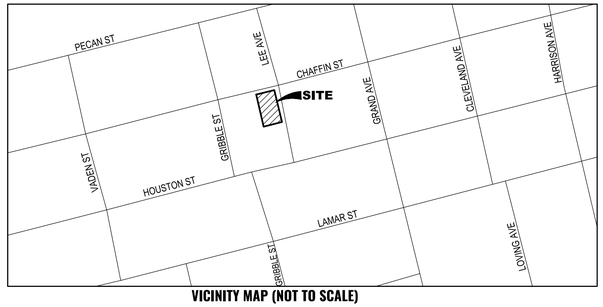


All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/01/2022 and that map indicates that 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 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.



VICINITY MAP (NOT TO SCALE)

LEGEND

●	FOUND MONUMENT	R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT		
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	VOL., PG.	VOLUME, PAGE
		INST. NO.	INSTRUMENT NO.
IRF	IRON ROD FOUND	AC	AC UNIT
IRFC	IRON ROD FOUND W/PLASTIC CAP	BM	BRICK MAILBOX
FST	FOUND SQUARE TUBE		ELECTRIC METER
RRF	RAILROAD SPIKE FOUND		UTILITY/POWER POLE
CM	CONTROLLING MONUMENT		NATURAL GAS METER
( )	DEED OR PLAT CALL		WATER METER
R.O.W.	RIGHT-OF-WAY	S	SANITARY SEWER MANHOLE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	C.O.	CLEAN OUT
			BOUNDARY LINE
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS		ADJOINER LINE
			WOOD FENCE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS		ASPHALT
			OVERHEAD ELECTRIC/UTILITY

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS Charles and Brenda Goins are the owners of all of that certain tract or parcel of land situated in the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 85-foot by 150-foot tract of land described in the deed to Charles H. Goins and wife, Brenda A. Goins, recorded in Volume 2319, Page 165, Real Property Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8-inch iron rod found for the northwest corner of said Goins tract, common to the northeast corner of a called 90-foot by 150-foot tract of land described in the deed to Alvin Dennie and Lucille Sitzes, recorded in Volume 2838, Page 157, Official Records, Grayson County, Texas, on the southerly line of East Chaffin Street, (no record found), from which a 1/2-inch iron rod found for the northwest corner of said Dennie tract bears South 75°31'47" West, a distance of 92.82 feet;

THENCE North 75°31'47" East, with the northerly line of said Goins tract, a distance of 85.03 feet to a 3/8-inch iron rod found for the northeast corner of said Goins tract, at the intersection of the southerly line of said East Chaffin Street and the westerly line of North Lee Street (no record found);

THENCE South 14°34'50" East, with the easterly line of said Goins tract, a distance of 150.00 to a point that falls inside a power pole, common to the northeast corner of a called 81-foot by 50-foot tract of land described as Tract One in the deed to Tim D. Goodpaster and wife, Eleonore E. Goodpaster (also known as Lori Goodpaster), recorded in Volume 4903, Page 523, said Official Records, and from which a 1/2-inch iron pipe found for the southwest corner of said Goodpaster Tract One bears South 14°34'50" East, a distance of 49.92 feet;

THENCE South 75°25'10" West, with the southerly line of said Goins tract, and with the northerly line of said Goodpaster tract part of the way, and with the northerly line of a called 44-foot by 150-foot tract of land described in the deed to Tim D. Goodpaster and wife, Eleonore E. Goodpaster (also known as Lori Goodpaster), recorded in Volume 5470, Page 422, said Official Records, a distance of 85.03 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southwest corner of said Goins tract, common to the southeast corner of aforesaid Dennie and Sitzes Tract;

THENCE North 14°34'50" West, with the westerly line of said Goins tract, and with the easterly line of said Dennie and Sitzes Tract, a distance of 150.16 feet to the POINT OF BEGINNING and enclosing 0.293 of an acre (12,762 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **Charles Goins**, does hereby adopt this plat designating the hereinbefore described property as **GOINS ADDITION** an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: **Charles Goins**

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 **Charles Goins**, 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

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **Brenda Goins**, does hereby adopt this plat designating the hereinbefore described property as **GOINS ADDITION** an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon, The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling. without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: **Brenda Goins**

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 **Brenda Goins**, 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 **GOINS ADDITION,** to the City of Sherman was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **Charles and Brenda Goins** , hereinafter called OWNERS (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 **GOINS ADDITION** an addition to the City of Sherman, Grayson County, Texas.

OWNERS do 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 OWNERS do 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 OWNERS, their successors, heirs, executors, administrators and assigns, in interest with regard to said property located at **GOINS 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: _____
Charles Goins

By: _____
Brenda Goins

FINAL PLAT
GOINS ADDITION
LOT 1
0.293 OF AN ACRE
G.B. PILANT SURVEY, ABSTRACT 963
City of Sherman, Grayson County, Texas.

OWNER/DEVELOPER:
Charles and Brenda Goins
122 North Lee Street
Sherman, TX 75090
Ph: 903-421-3445

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	Scale: 1"=20'	Project No. 23-0029.1
	Checked by: CRN	Date: 03/01/2023	Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Charles and Brenda Goins
122 N. Lee St.
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Final Plat of Goins Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Modify 10' Utility Easement on Northeast corner of proposed Lot 1 to parallel new right of way created by corner clip. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
2. Remove 5' Utility Easement from western property line. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Remove directions, East and North, for Chaffin Street and Lee Street from metes and bounds description. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 9.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

*** 122 NORTH LEE STREET**

The request of Charles and Brenda Goins (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 122 North Lee Street, consisting of 0.293 acres in the G.B. Pilant Survey, Abstract 963, as follows:

Planning & Zoning Commission

Final Plat of Goins Addition.

Background:

The property is located at 122 North Lee Street between East Chaffin Street and East Houston Street. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

Charles and Brenda Goins (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 5.**

Meeting Date: 05/15/2023

Prepared By: Lauren Marlow, Development Services Coordinator

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat for Sherman Fire Station #1 Addition, consisting of 1.137 acres in the Samuel Blagg Survey, Abstract 56, being a part of Lots 1 and 3, and all of Lots 2, 4, and 6, in Block 10 of the Original Town Plat and currently zoned C-1 (Retail Business) District; City of Sherman, Owner and Underwood Drafting & Surveying, Inc., Surveyor (318 South Travis Street)

Issue:

To consider the Replat for Sherman Fire Station #1 Addition, consisting of 1.137 acres in the Samuel Blagg Survey, Abstract 56, being a part of Lots 1 and 3, and all of Lots 2, 4, and 6, in Block 10 of the Original Town Plat and currently zoned C-1 (Retail Business) District; City of Sherman, Owner and Underwood Drafting & Surveying, Inc., Surveyor (318 South Travis Street)

Background:

The property is located at 318 South Travis Street between West Cherry Street and West Jones Street. The owner would like to plat the property into one lot for commercial development.

Origination:

City of Sherman (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

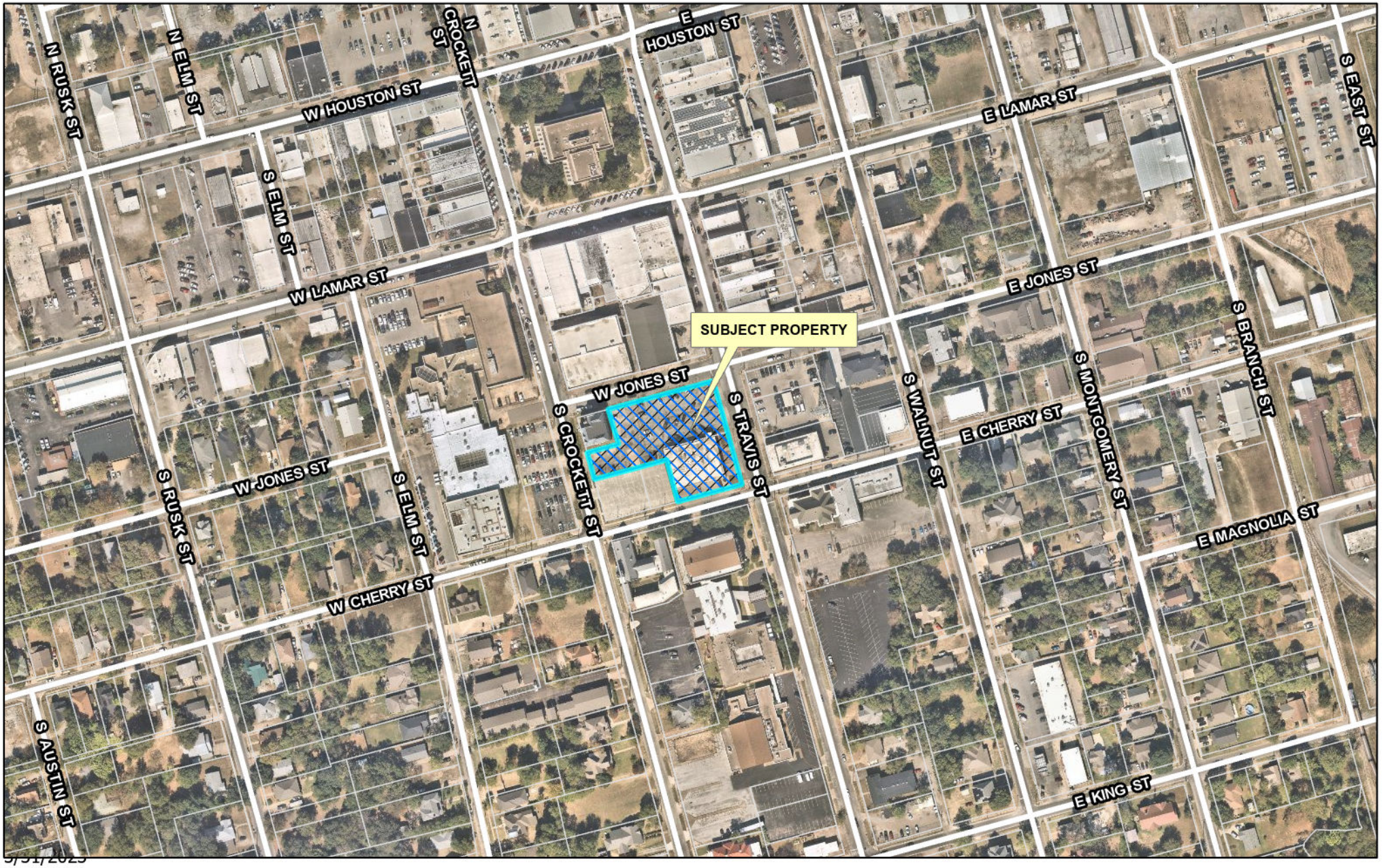
At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

3/31/2023

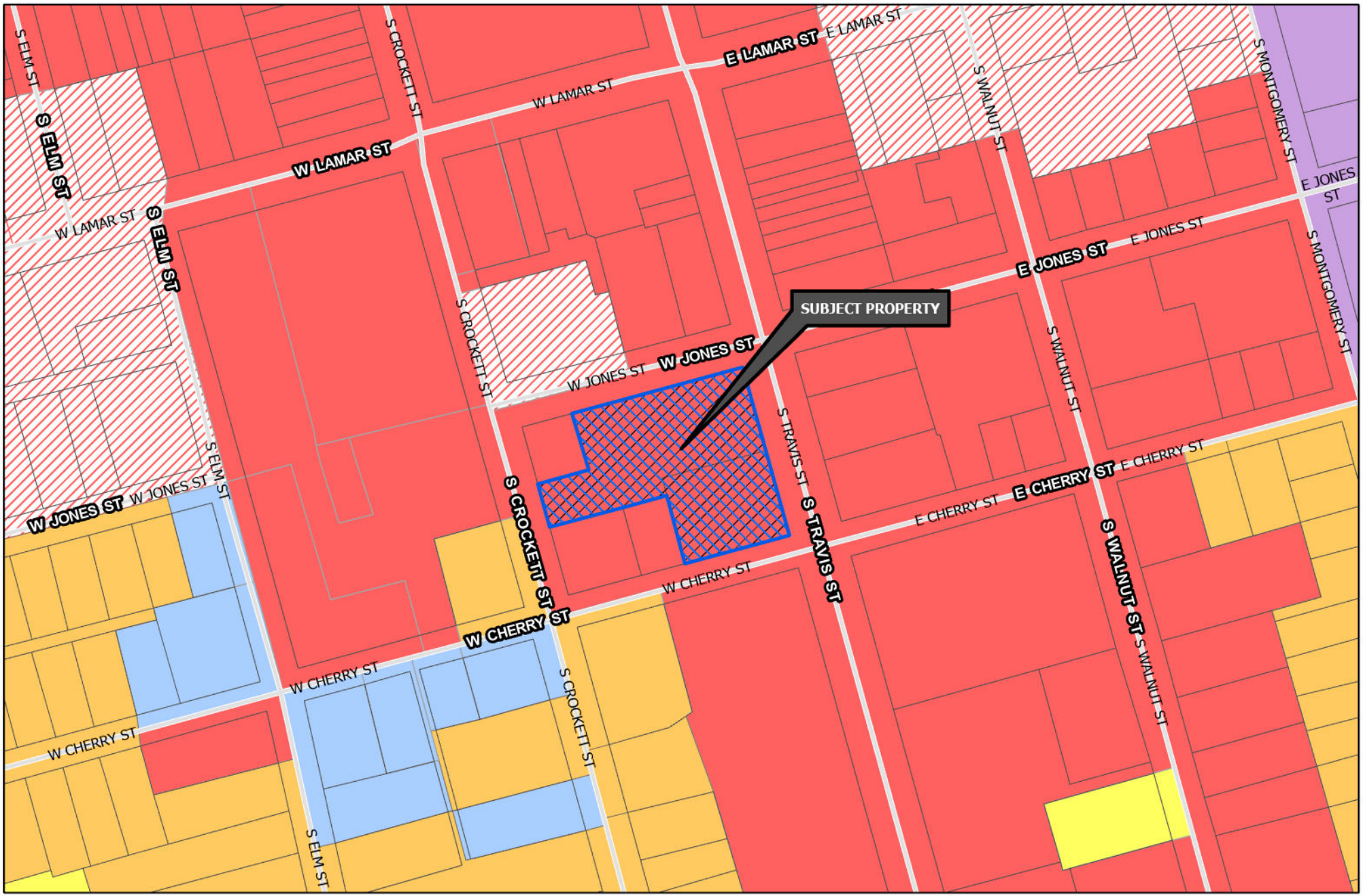
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
318 S TRAVIS ST

N
W E
S

Date: 3/31/2023 4:04 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
318 S TRAVIS ST

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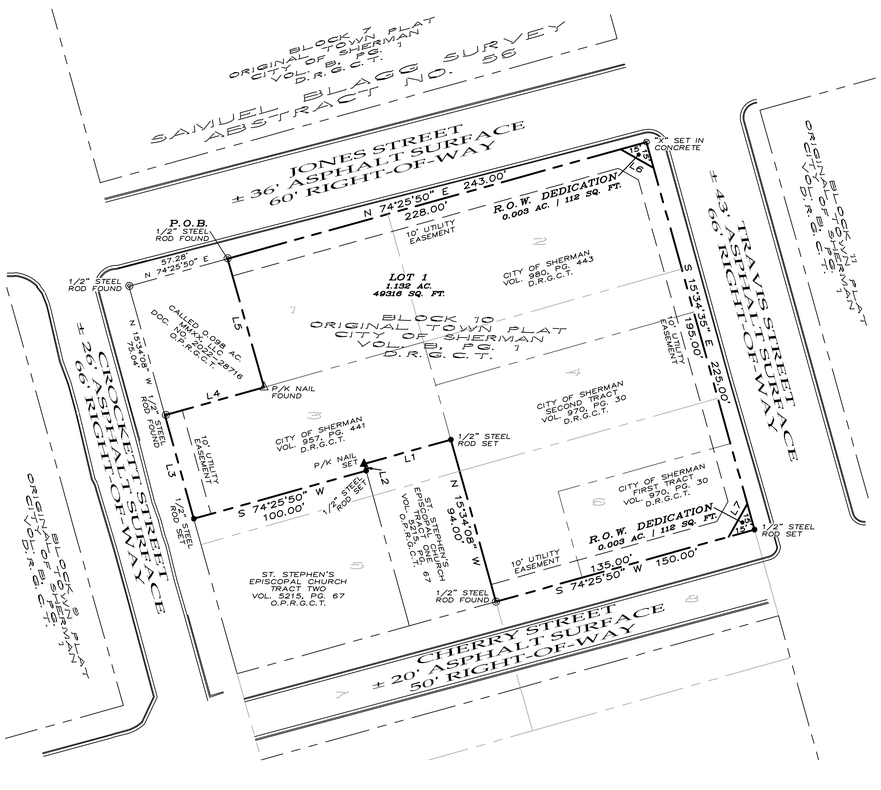
Date: 3/31/2023 4:04 PM



~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0290 G, effective date September 1, 2022.

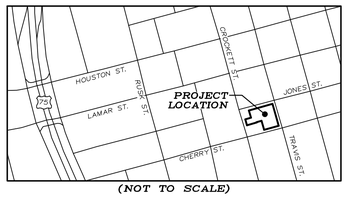
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 74°25'50" W	50.31'
L2	S 15°34'08" E	4.00'
L3	N 15°34'08" W	60.06'
L4	N 74°11'14" E	57.54'
L5	N 15°46'22" W	74.70'
L6	S 80°34'22" E	21.21'
L7	S 29°25'38" W	21.21'

LEGEND

●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
⊗	"X" CUT IN CONCRETE
▲	P/K NAIL FOUND
△	P/K NAIL SET
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

LOCATION MAP



(NOT TO SCALE)

FINAL PLAT
SHERMAN FIRE STATION #1 ADDITION

Replat of part of Block 10
Original Town Plat of
the City of Sherman
Being a part of the Samuel Blagg
Survey, Abstract Number 4
Being in the City of Sherman
Grayson County, Texas
Containing 1.137 acres of land

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

03/22/2023

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

OWNERS/DEVELOPER
CITY OF SHERMAN
220 W. MULBERRY STREET
SHERMAN, TX 75090-5832
CONTACT:
ROBBY HEFTON, CITY MANAGER

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 Samuel Blagg Survey, Abstract No. 56, and being a part of Lots 1 and 3 and all of Lots 2, 4, and 6, in Block 10 of the Original Town Plat of the City of Sherman, according to the plat thereof recorded in Volume B, Page 1, Deed Records, Grayson County, Texas, and the same being all of a tract of land described in the deed to the City of Sherman, recorded in Volume 980, Page 443, said Deed Records, and all of a tract of land described as First Tract and Second Tract in the deed to the City of Sherman, recorded in Volume 970, Page 30, and all of a tract of land described in the deed to the City of Sherman, recorded in Volume 957, Page 441, said Deed Records, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northwest corner of the City of Sherman Tract (Volume 980, Page 443), common to the norrtheast corner of a called 0.098 acre tract of land described in the deed to MMXX, LLC, recorded in Document No. 2022-28716, Official Public Records, Grayson County, Texas, and on the southerly right-of-way line of Jones Street;

Thence North 74°25'50" East, with the northerly line of said City of Sherman Tract (Volume 980, Page 443), and with the southerly right-of-way line of said Jones Street, a distance of 243.00 feet to an "X" set in concrete for the northeast corner of said City of Sherman Tract (Volume 980, Page 443), and at the intersection of the southerly right-of-way line of said Jones Tract and the westerly right-of-way line of Travis Street;

Thence South 15°34'35" East, with the easterly line of said City of Sherman Tract (Volume 980, Page 443), and with the easterly line of aforesaid City of Sherman Tract (Volume 970, Page 30), and with the westerly right-of-way line of said Travis Street, a distance of 225.00 feet to a 1/2" steel rod set for the southeast corner of said City of Sherman Tract (Volume 970, Page 30), and at the intersection of the westerly right-of-way line of said Travis Street and the northerly right-of-way line of Cherry Street;

Thence South 74°25'50" West, with the southerly line of said City of Sherman Tract (Volume 970, Page 30), and with the northerly right-of-way line of said Cherry Street, a distance of 150.00 feet to a 1/2" steel rod found for the southwest corner of said City of Sherman Tract (Volume 970, Page 30), common to the southeast corner of a tract of land described as Tract One in the deed to St. Stephen's Episcopal Church, recorded in Volume 5215, Page 67, said Official Public Records;

Thence North 15°34'08" West, with the westerly line of said City of Sherman Tract, and with the easterly line of said Tract One, a distance of 94.00 feet to a set 1/2" steel rod;

Thence South 74°25'50" West, with the northerly line of said Tract One, a distance of 50.31 feet to a set P/K nail;

Thence South 15°34'08" East, with the westerly line of said Tract One, a distance of 4.00 feet to a 1/2" steel rod set for the northeast corner of a tract of land described as Tract Two in aforesaid deed to St. Stephen's Episcopal Church (Volume 5215, Page 67);

Thence South 74°25'50" West, with the southerly line of aforesaid City of Sherman Tract (Volume 957, Page 441), and with the northerly line of said Tract Two, a distance of 100.00 feet to a 1/2" steel rod set for the southwest corner of said City of Sherman Tract (Volume 957, Page 441), common to the northwest corner of said Tract Two, and on the easterly right-of-way line of Crockett Street;

Thence North 15°34'08" West, with the westerly line of said City of Sherman Tract (Volume 957, Page 441), and with the westerly right-of-way line of said Crockett Street, a distance of 60.06 feet to a 1/2" steel rod found for the northwest corner of said City of Sherman Tract (Volume 957, Page 441), common to the southwest corner of aforesaid 0.098 acre tract;

Thence North 74°11'14" East, with the northerly line of said City of Sherman Tract City of Sherman Tract (Volume 957, Page 441), and with the southerly line of said 0.098 acre tract, a distance of 57.54 feet to a P/K nail found for the southeast corner of said 0.098 acre tract, common to the western-most southwest corner of aforesaid City of Sherman Tract (Volume 980, Page 443);

Thence North 15°46'22" West, with the westerly line of said City of Sherman Tract (Volume 980, Page 443), and with the easterly line of said 0.098 acre tract, a distance of 74.70 feet to the Point of Beginning and containing 1.137 acres or 49,541 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, SHERMAN FIRE STATION #1 ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the___day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____, 2023.

_____
Clerk, City of Sherman, Texas

ACCEPTANCE

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

_____ Chairman

_____ Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ Mayor, City of Sherman, Texas

_____ Date

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, CITY OF SHERMAN, do hereby adopt this plat designating the hereinabove property as the SHERMAN FIRE STATION #1 ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2023.

_____
ROBBY HEFTON, CITY MANAGER
CITY OF SHERMAN

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, ROBBY HEFTON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, CITY OF SHERMAN, 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 SHERMAN FIRE STATION #1 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 , an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS_____DAY OF_____, 2023

BY: CITY OF SHERMAN

_____
ROBBY HELFTON, CITY MANAGER

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

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

FINAL PLAT
SHERMAN FIRE STATION #1 ADDITION
Replat of part of Block 10
Original Town Plat of
the City of Sherman
Being a part of the Samuel Blagg
Survey, Abstract Number 4
Being in the City of Sherman
Grayson County, Texas
Containing 1.137 acres of land

03/22/2023

OWNERS/DEVELOPER
CITY OF SHERMAN
220 W. MULBERRY STREET
SHERMAN, TX 75090-5832
CONTACT:
ROBBY HEFTON, CITY MANAGER

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

April 10, 2023

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry St.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Sherman Fire Station #1 Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Final Plat layout to be revised to fit one (1) 24"36" sheet of paper and meet all Ordinance layout requirements. Coordinate with Engineering Department for additional information. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 14.

Meeting Date: 04/18/2023

Prepared by: Rob Rae, Director of Development Services

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:

* **318 SOUTH TRAVIS STREET**

The request of City of Sherman (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 318 South Travis Street, consisting of 1.137 acres in the Samuel Blagg Survey, Abstract 56, being a part of Lots 1 and 3, and all of Lots 2, 4, and 6, in Block 10 of the Original Town Plat, as follows:

Planning & Zoning Commission

Replat for Sherman Fire Station #1 Addition.

Background:

The property is located at 318 South Travis Street between West Cherry Street and West Jones Street. The owner would like to plat the property into one lot for commercial development.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

City of Sherman (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 6.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Sonoma Acres, Lots 1, 2, 3, 4, Block A, consisting of 5.001 acres in the Elijah N. Deaver Survey, Abstract 358 and currently zoned R-6 (Single-Family Residential) District; Gerardo Solis, Sonoma Construction, LLC, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (801 Pleasant Home Road)

Issue:

To consider Final Plat of Sonoma Acres, Lots 1, 2, 3, 4, Block A, consisting of 5.001 acres in the Elijah N. Deaver Survey, Abstract 358 and currently zoned R-6 (Single-Family Residential) District; Gerardo Solis, Sonoma Construction, LLC, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (801 Pleasant Home Road)

Background:

The property is located at 801 Pleasant Home Road at the corner of Riddels Road and Pleasant Home Road. The owner would like to plat the property into four lots for residential development.

The following has been approved for this location:

- February 21, 2023 - Preliminary Plat of Sonoma Acres.

Origination:

Gerardo Solis, Sonoma Construction, LLC (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

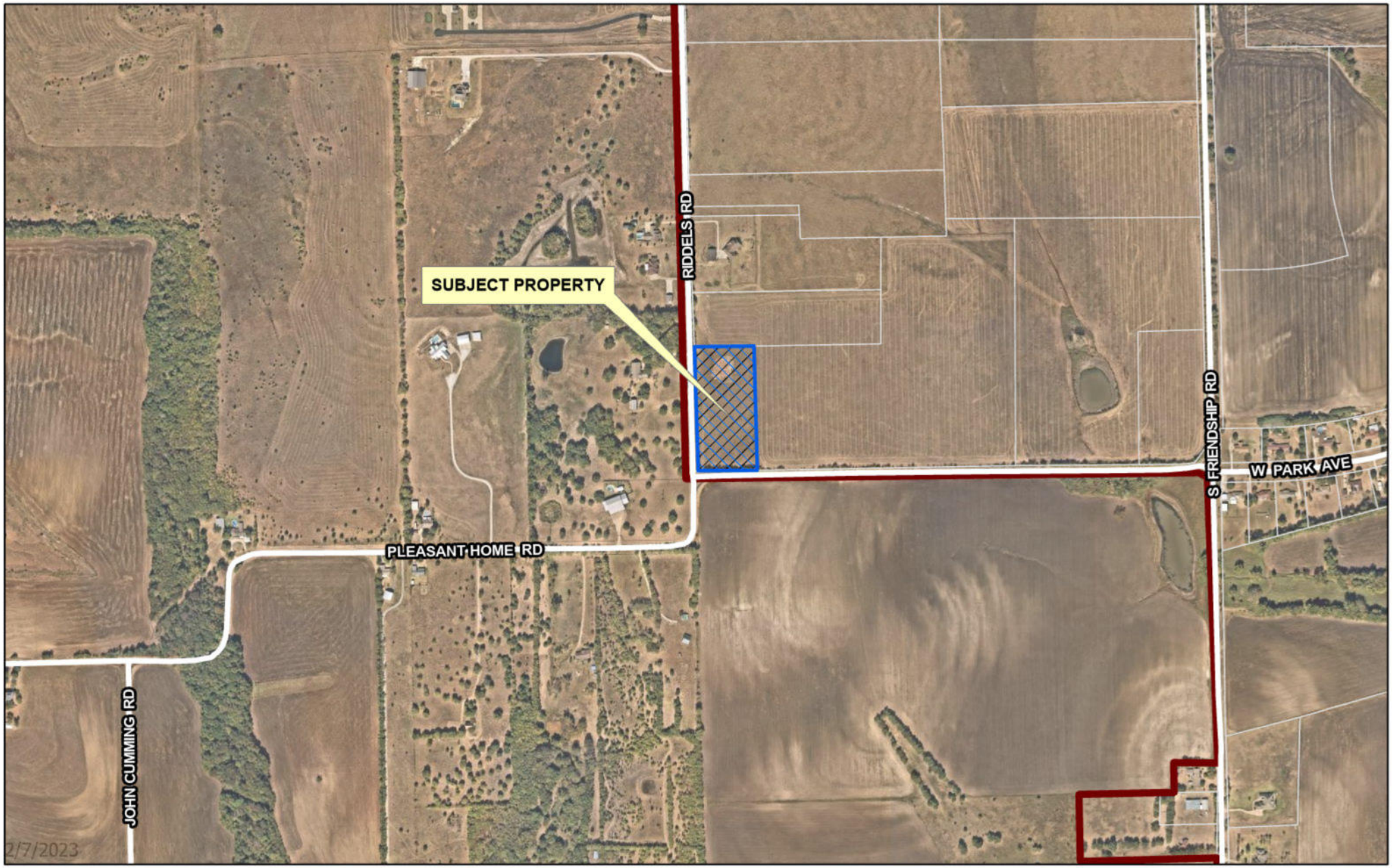
At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication



CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
801 PLEASANT HOME R D.

N
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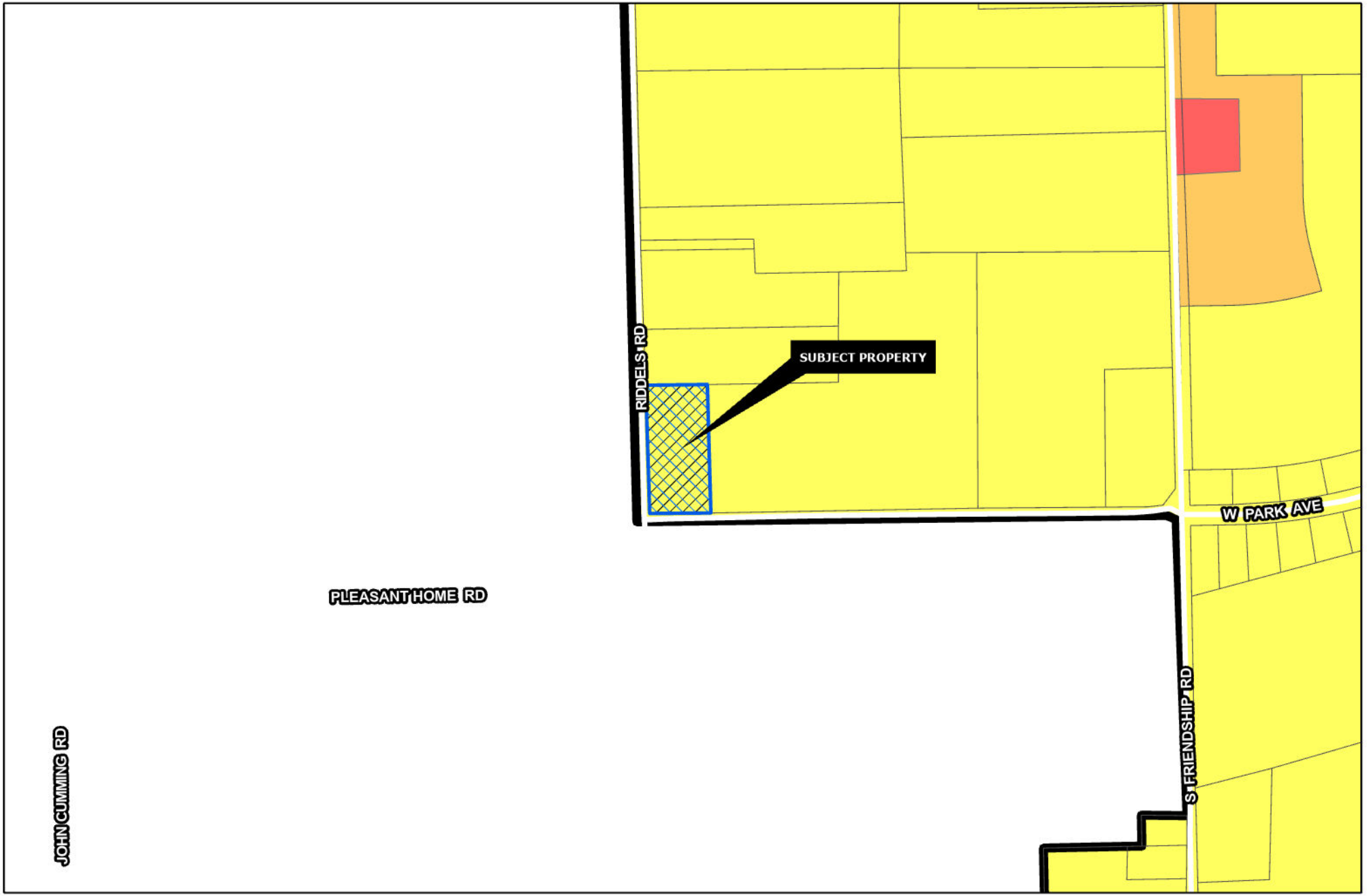
S

Date: 2/7/2023 10:45 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

CITY OF SHERMAN
ZONING MAP
801 PLEASANT HOME RD.

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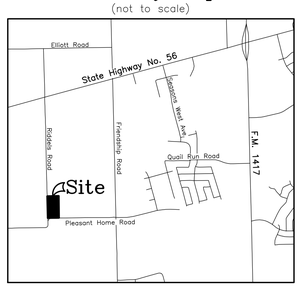
Date: 2/7/2023 10:45 AM

Vicinity Map
(not to scale)



Leonard Reed Survey
Abstract No. 1029
Grayson County, Texas

remainder of
Dean Johnson &
Juanita Johnson
22.67 Acres
Vol. 2428, Pg. 283
O.P.R.G.C.T.

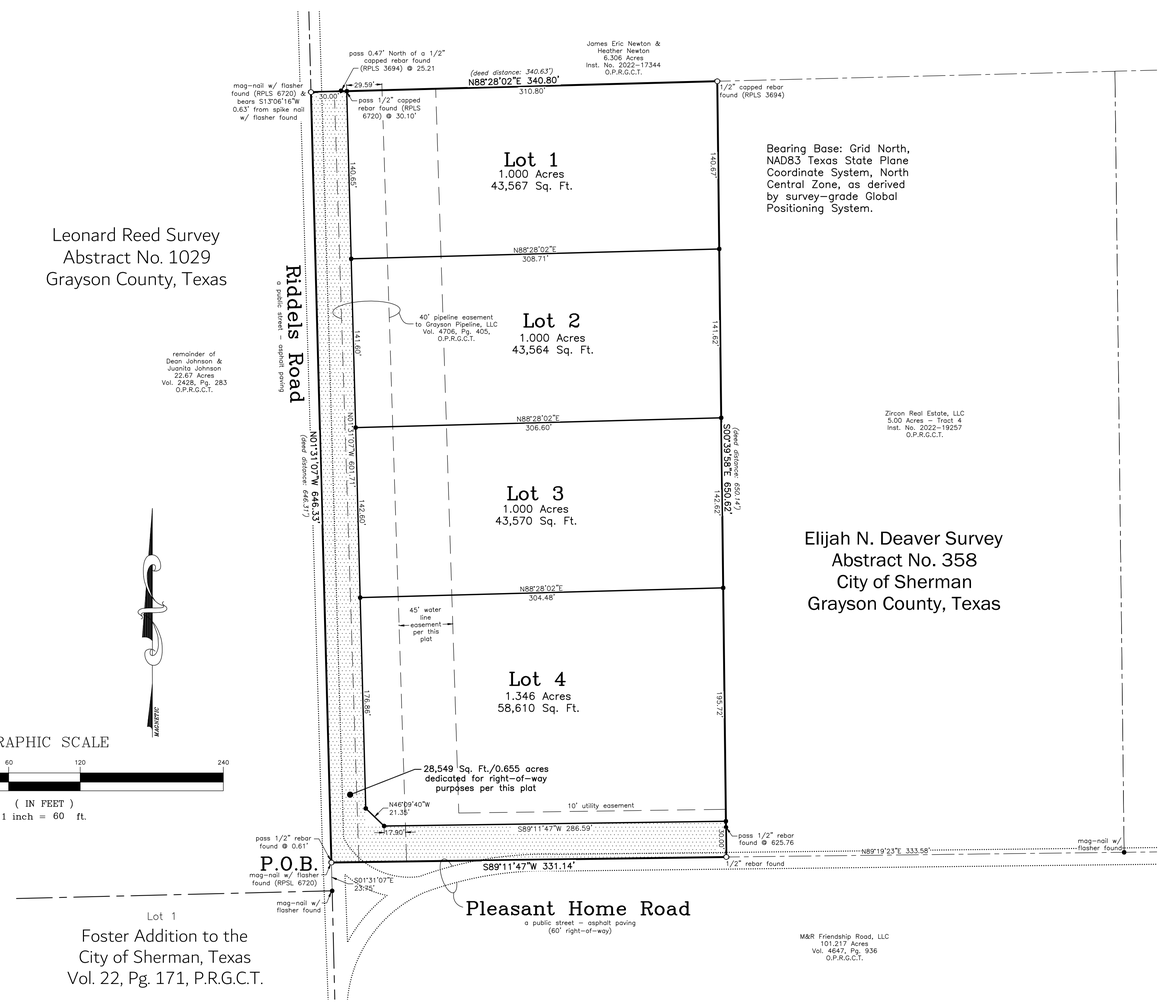
General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by on-site sewage facility 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.48181C0400 G, Revised Date: September 1, 2022.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

Elijah N. Deaver Survey
Abstract No. 358
City of Sherman
Grayson County, Texas

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, being a part of the Elijah N. Deaver Survey, Abstract No. 358, and being all of the "called" 4.998 Acres conveyed by Warranty Deed from Jeffery T. Adams and Desiree Adams to Sonoma Construction, LLC on October 19, 2022, as recorded in Inst. No. 2022-34627, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a mag-nail with flasher found (RPLS 6720) at the intersection of Riddels Road, a public street, with Pleasant Home Road, a public street, lying in the West line of said Elijah N. Deaver Survey and the East line of both Leonard Reed Survey, Abstract No. 1029, and the remainder of 22.67 ac. conveyed to Dean Johnson and Juanita Johnson, as recorded in Vol. 2428, Pg. 283, said Official Public Records, being the Northwest corner of 101.217 ac. tract conveyed to M&R Friendship Road, LLC, as recorded in Vol. 4647, Pg. 936, said Official Public Records, and the Southwest corner of said Sonoma Construction, LLC 4.998 ac.;

THENCE North 01 deg. 31 min. 07 sec. West, with or near the centerline of said Riddels Road, the East line of both said Johnson 22.67 ac. and Leonard Reed Survey, with the West line of both said Elijah N. Deaver Survey and Sonoma Construction 4.998 ac., **PASSING** a 1/2 inch rebar found at 0.61 ft. and continuing for a **TOTAL** distance of 646.33 ft. to a mag-nail with flasher found (RPLS 6720) at the Southwest corner of 6.306 ac. conveyed to James Eric Newton and Heather Newton, as recorded in Inst. No. 2022-17344, said Official Public Records, and being the Northwest corner of said Sonoma Construction, LLC 4.998 ac., from which point bears South 13 deg. 06 min. 16 sec. West, 0.63 ft. from a spike nail with flasher found;

THENCE North 88 deg. 28 min. 02 sec. East, with the South line of said Newton 6.306 ac. and the North line of said Sonoma Construction 4.998 ac., **PASSING** a 1/2 inch capped rebar found (RPLS 3694) at 25.21 ft. that bears North, 0.47 ft., **PASSING** a 1/2 inch capped rebar found (RPLS 6720) at 30.10 ft. and continuing for a **TOTAL** distance of 340.80 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the Northwest corner of the 5.00 ac. (Tract 4) conveyed to Zircon Real Estate, LLC, as recorded in Inst. No. 2022-19257, said Official Public Records, and being the Northeast corner of said Sonoma Construction, LLC 4.998 ac.

THENCE South 00 deg. 39 min. 58 sec. East, with the West line of said Zircon Real Estate, LLC 5.00 ac. and the East line of said Sonoma Construction 4.998 ac., **PASSING** a 1/2 inch rebar at 625.76 ft. and continuing for a **TOTAL** distance of 650.62 ft. (deed distance: 650.14 ft.) to a 1/2 inch rebar found lying in or near the centerline of said Pleasant Home Road, the North line of said M&R Friendship Road, LLC and being the Southeast corner of said Sonoma Construction, LLC 4.998 ac.;

THENCE South 89 deg. 11 min. 47 sec. West, with the or near the centerline of said Pleasant Home Road, the North line of said M&R Friendship Road, LLC 101.217 ac. and the South line of said Sonoma Construction 4.998 ac., a distance of 331.14 ft. to the **PLACE OF BEGINNING** and containing **5.001 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, Gerardo Solis, Authorized Representative for Sonoma Construction, LLC, sole owner of Sonoma Acres 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.

_____
Gerardo Solis, Authorized Representative for Sonoma Construction, LLC

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Gerardo Solis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Final plat of Sonoma Acres to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final plat of Sonoma Acres to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final plat of Sonoma Acres to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Lots 1, 2, 3 & 4, Block A
Sonoma Acres
to the
City of Sherman
Grayson County, Texas
5.001 Acres
in the
Elijah N. Deaver Survey
Abstract No. 358

Date of Preparation: March 21, 2023

Job No. CGS380323

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:
Sonoma Construction, LLC
985 East Cottage Hill Parkway
McKinney, Texas 75071

X:\Shared Projects\4.998-Acres-W-A-Deaver-Survey\Civil 3D\4.998 Acres.dwg 3/21/2023 3:10 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Sonoma Construction, LLC
985 E. Cottage Hill Parkway
McKinney, TX 75071

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Sonoma Acres has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 45' Water Easement along Riddels Road to be shown as a separate instrument with Instrument Information shown on plat.
2. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
3. City wastewater does not serve subject property. On-site sewage facility or extension of wastewater main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
5. Three Party Agreement required for Public Infrastructure.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

*** 801 PLEASANT HOME ROAD**

The request of Gerardo Solis, Sonoma Construction, LLC (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 801 Pleasant Home Road, consisting of 5.001 acres in the Elijah N. Deaver Survey, Abstract 358, as follows:

Planning & Zoning Commission

Final Plat of Sonoma Acres, Lots 1, 2, 3, 4, Block A.

Background:

The property is located at 801 Pleasant Home Road at the corner of Riddels Road and Pleasant Home Road. The owner would like to plat the property into four lots for residential development.

The following has been approved for this location:

- February 21, 2023 - Preliminary Plat of Sonoma Acres.

Adjacent Zoning:

R-6 (Single-Family Residential) District
ETJ (Extra Territorial Jurisdiction)

Origination:

Gerardo Solis, Sonoma Construction, LLC (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Final Plat

STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 7.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat for Stonewood Estates Block 1, Lots 21 & 22 and part of Lots 20 & 23, consisting of 1.136 acres in the K.B. McAnair Survey, Abstract 763, being part of Lot 23, all of Lots 21 and 22, and a portion of Lot 20 in Block One of the replat of Lots 20 through 29, Block One and all of Block Four Stonewood Estates and currently zoned R-6 (Single Family Residential) District; Ben Crouse, LLC, Owner; Preston Trail Land Surveying, Surveyor (320 & 328 Arapaho West Trail)

Issue:

To consider the Public Hearing and Replat for Stonewood Estates Block 1, Lots 21 & 22 and part of Lots 20 & 23, consisting of 1.136 acres in the K.B. McAnair Survey, Abstract 763, being part of Lot 23, all of Lots 21 and 22, and a portion of Lot 20 in Block One of the replat of Lots 20 through 29, Block One and all of Block Four Stonewood Estates and currently zoned R-6 (Single Family Residential) District; Ben Crouse, LLC, Owner; Preston Trail Land Surveying, Surveyor (320 & 328 Arapaho West Trail)

Background:

The property is located at 320 and 328 Arapaho West Trail between Taho Drive and Archer Drive. The owner would like to plat the property into three lots for residential development.

Origination:

Ben Crouse, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 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 - Engineering
P&Z Communication

dlagrone H:\PLANNING\Public Notification KT.aprx

4/10/2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
320 ARAPAHO W TRL

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W E
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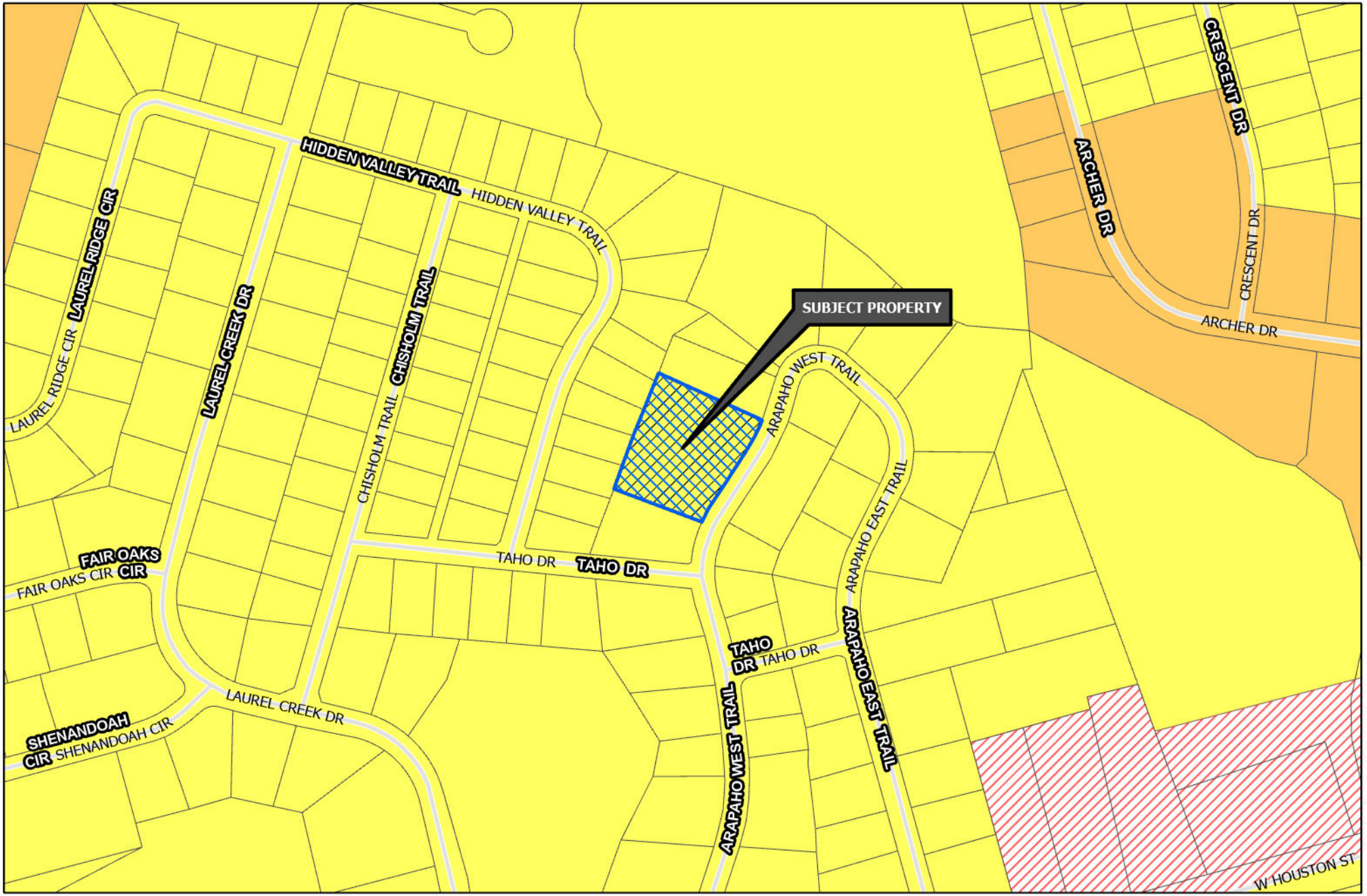
Date: 4/10/2023 1:08 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
320 ARAPAHO W TRL

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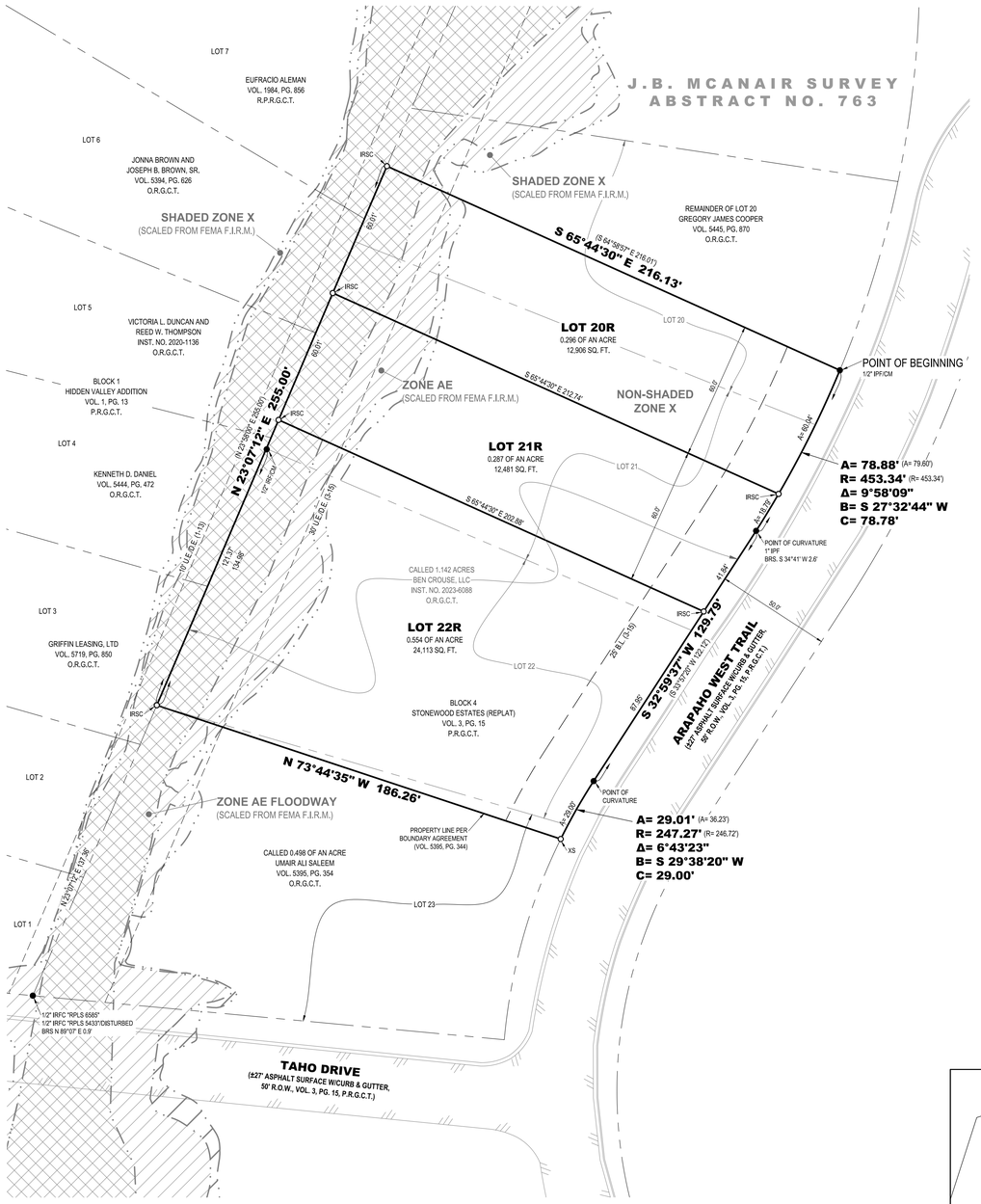
W E
S

Date: 4/10/2023 1:11 PM

Sherman
CLASSIC TOWN, BROAD HORIZON
NOTICE OF PROPOSED REPLAT
PROJECT #: 23-001084
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
04/05/2023 at 1:59 PM



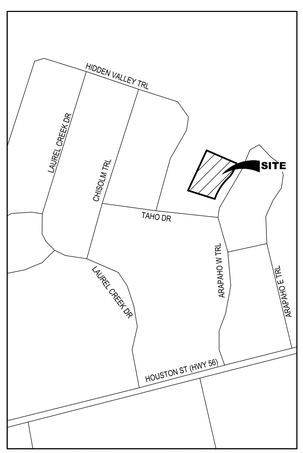
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 480829, effective date 09/01/2022 and that map indicates that a portion of this property is within "Zone AE" defined as "Areas subject to inundation by the 1% annual chance of flood with base flood elevations determined" as shown on Panel 0270 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.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
IPF	IRON PIPE FOUND
XS	'X' SCRIBED IN CONCRETE SET
BRS	BEARS
CM	CONTROLLING MONUMENT
( )	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
	BOUNDARY LINE
	ADJOINER LINE
	EASEMENT
	BUILDING LINE
	ASPHALT



VICINITY MAP (NOT TO SCALE)

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS BEN CROUSE, 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 part of Lot 23, all of Lots 21 and 22, and a portion of Lot 20 in Block One of the replat of Lots 20 through 29, Block One and all of Block Four Stonewood Estates, an addition to the City of Sherman, Texas, according to the plat thereof recorded in Volume 3, Page 15 of the Plat records of Grayson County, Texas, and being the same tract of land described in the deed to Ben Crouse, LLC, recorded in Instrument No. 2023-6088, Official Public Records of Grayson County, Texas, as affected by Boundary Line agreement recorded in Volume 5395, Page 344, said Official Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch Iron Pipe found for the northeast corner of said Crouse tract, common to the southeasterly corner of a tract of land described in the deed to Gregory James Cooper, recorded in Volume 5445, Page 870, said Official Records, on the easterly line of said Lot 20, on the westerly right-of-way-line of Arapaho West Trail, and at the beginning of a curve to the right having a delta angle of 09°58'09", a radius of 453.34 feet, and chord bearing and distance of South 27°32'44" West, 78.78 feet;

THENCE in a southerly direction, with the easterly line of said Lot 20 part of the way, and with the easterly line of aforesaid Lot 21, and with the westerly right-of-way line of said Arapaho West Trail, and with said curve to the right an arc distance of 78.88 feet to the end of said curve, from which a 1/2-inch Iron Pipe found for witness bears South 34°41' West a distance of 2.6 feet;

THENCE South 32°59'37" West, continuing with the easterly line of said Lot 21 part of the way, and with the easterly line of aforesaid Lot 22 a distance of 129.79 to the beginning of a curve to the left having a delta angle of 06°43'23", a radius of 247.27 feet, and chord bearing and distance of South 29°38'20" West, 29.00 feet;

THENCE in a southerly direction, with the easterly line of said Lot 22, and the easterly line of aforesaid Lot 23, and with said curve to the left an arc distance of 29.01 feet to an "X" scribed in concrete, set for the southeast corner of said Crouse tract, common to the northeast corner of a called 0.498 of an acre described in the deed to Umair Ali Saleem, recorded in Volume 5395, Page 354, said Official Records, according to aforesaid Boundary Line Agreement,

THENCE North 73°44'35" West, with the southerly line of said Crouse tract, and with the northerly line of said Saleem tract, according to said Boundary Line Agreement, a distance of 186.26 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southwest corner of said Lot 22, common to the northwest corner of said Lot 21, and common to the southwest corner of Crouse tract, and common to the northwest corner of said Saleem tract, on the easterly line of Block 1 of the Hidden Valley Addition, recorded in Volume 1, Page 13, said Plat Records;

THENCE North 23°07'12" East, with the westerly line of said Crouse tract, and with the easterly line of said Block 1 of said Hidden Valley Addition, passing enroute at a distance of 121.37 feet, a 1/2-inch Iron Rod found for the northwest corner of aforesaid Lot 22, and continuing on said course, a total distance of 255.00 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northwest corner of said Crouse tract, common to the southwest corner of aforesaid Cooper tract;

THENCE South 65°44'30" East, crossing said Lot 20 with the northerly line of said Crouse tract, and with the southerly line of said Cooper Tract, a distance of 216.13 feet to the POINT OF BEGINNING and enclosing 1.136 acres (49,500 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **BEN CROUSE, LLC**, does hereby adopt this plat designating the hereinbefore described property as **REPLAT OF STONEWOOD ESTATES REPLAT, BLOCK 1, LOTS 21 & 22 AND PART OF LOTS 20 & 23**, 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: **Ben Crouse, LLC, a Texas Limited Liability Company**

By:_____
Ben Crouse, Member

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 **Ben Crouse**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20_____.

_____
Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

_____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **REPLAT OF STONEWOOD ESTATES REPLAT, BLOCK 1, LOTS 21 & 22 AND PART OF LOTS 20 & 23**, to the City of Sherman was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

REPLAT OF STONEWOOD ESTATES REPLAT
BLOCK 1, LOTS 21 & 22 AND PART OF LOTS 20 & 23
1.136 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
Ben Crouse, LLC
920 Brown Road
Sherman, TX 75090
Ph: 903-271-3104

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"=30' Date: 03/20/2023	Project No. 23-0065.1 Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Sonoma Construction, LLC
985 E. Cottage Hill Parkway
McKinney, TX 75071

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Sonoma Acres has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 45' Water Easement along Riddels Road to be shown as a separate instrument with Instrument Information shown on plat.
2. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
3. City wastewater does not serve subject property. On-site sewage facility or extension of wastewater main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
5. Three Party Agreement required for Public Infrastructure.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 11.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

* **320 ARAPAHO WEST TRAIL**

The request of Ben Crouse, LLC (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 320 Arapaho West Trail, consisting of 1.136 acres in the K.B. McAnair Survey, Abstract 763, being part of Lot 23, all of Lots 21 and 22, and a portion of Lot 20 in Block One of the replat of Lots 20 through 29, Block One and all of Block Four Stonewood Estates as follows:

Planning & Zoning Commission

Public Hearing and Replat for Stonewood Estates Block 1, Lots 21 & 22 and part of Lots 20 & 23.

Background:

The property is located at 320 Arapaho West Trail between Taho Drive and Archer Drive. The owner would like to plat the property into three lots for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

Ben Crouse, LLC (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

60

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 8.**

Meeting Date: 05/15/2023

Prepared By: Lauren Marlow, Development Services Coordinator

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat for GlobalWafers America, LLC., consisting of 142.972 acres in the Elizabeth Jones Survey Abstract No. 625, and located in the Blalock Industrial Park PD (Planned Development) District/FM Highway 1417 Overlay District; GlobalWafers America, LLC, Owner; Kimley-Horn and Associates, Inc., Surveyor (3200 Block Northgate Drive)

Issue:

To consider the Replat for GlobalWafers America, LLC., consisting of 142.972 acres in the Elizabeth Jones Survey Abstract No. 625, and located in the Blalock Industrial Park PD (Planned Development) District/FM Highway 1417 Overlay District; GlobalWafers America, LLC, Owner; Kimley-Horn and Associates, Inc., Surveyor (3200 Block Northgate Drive)

Background:

The property is located at 3200 Block Northgate Drive between West Travis Street and West FM Highway 1417. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- August 16, 2022 - Preliminary Plat approval of Globalwafers America Addition.
- December 13, 2022 - Site Plan approval of Globalwafers America Addition
- January 10, 2023 - Site Plan for Globalwafers America Addition.
- January 10, 2023 - Public Hearing and Variance to the Blalock Industrial Park Planned Development (Section 2.3.5 (a)) to provide enhanced landscaping in lieu of the requirement to have areas between the building lines and the roads right-of-way be used for lawns, open landscaping and green areas.
- February 21, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow a Concrete Batch Plant in a PD (Planned Development) District.

Origination:

GlobalWafers America, LLC (Owner)
Kimley-Horn and Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

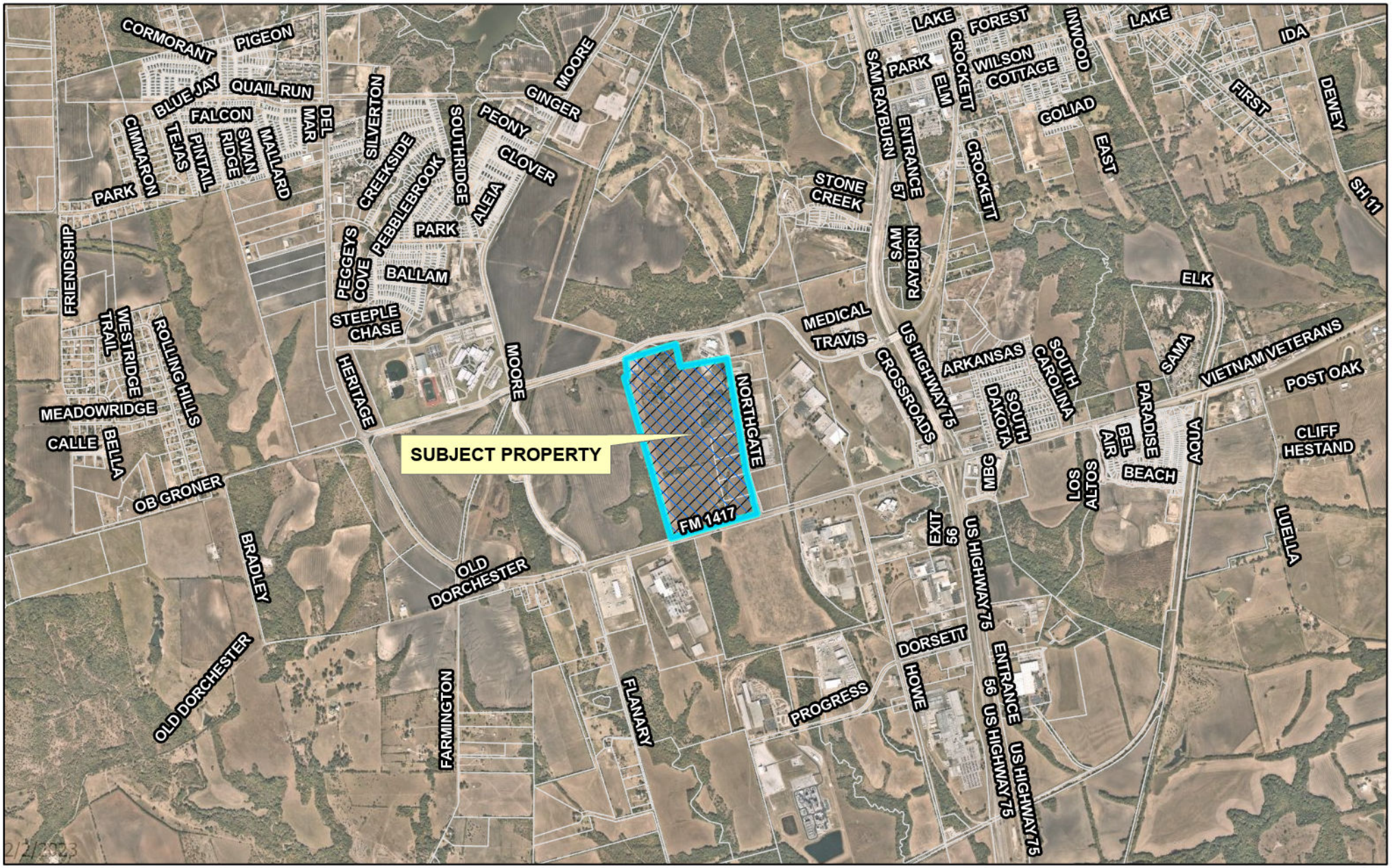
At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Replat
STAFF REVIEW LETTER - Engineering
P&Z Communication



2/2/2023

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

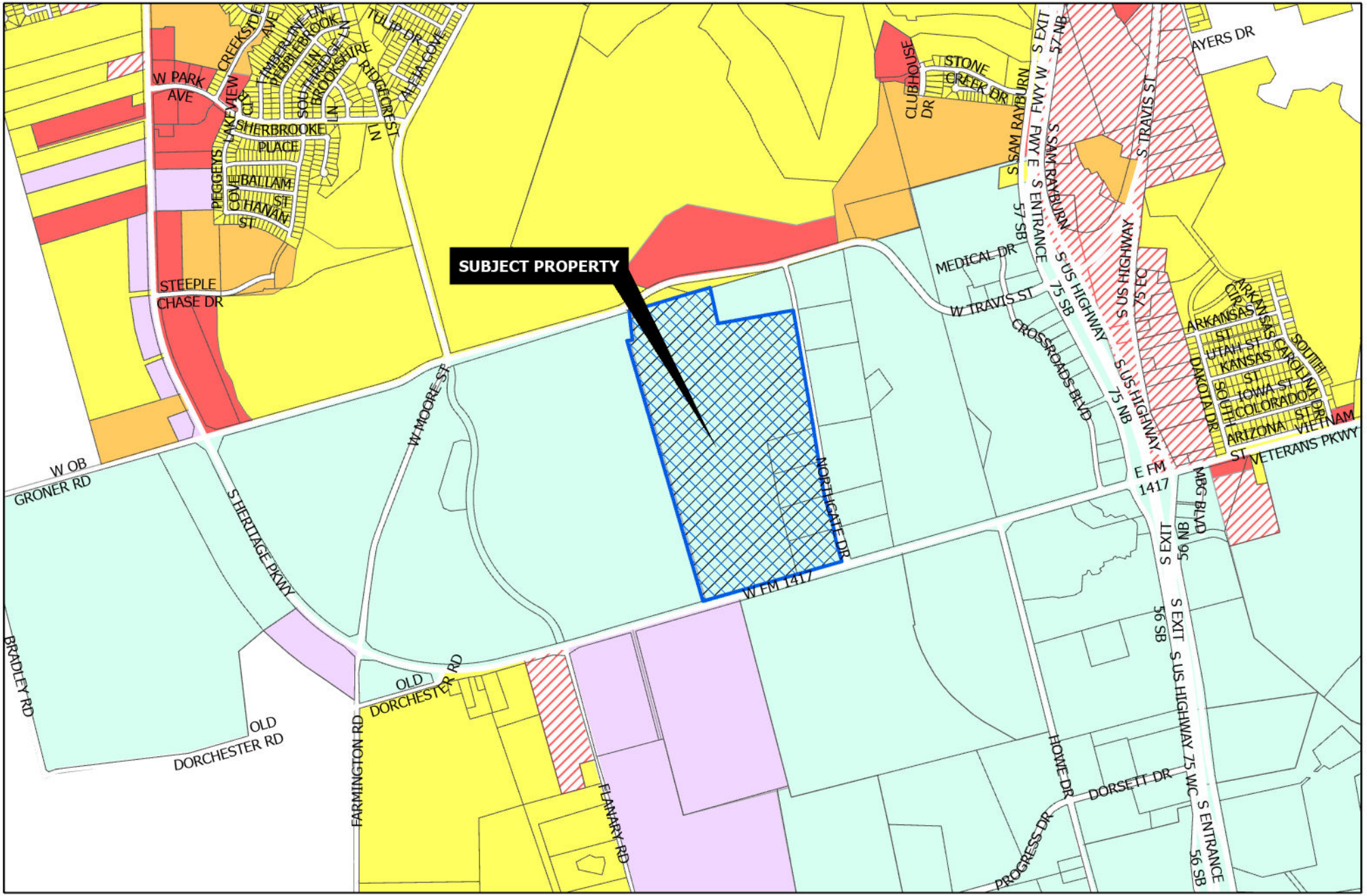
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

3200 NORTHGATE DRIVE

N
W E
S

Date: 1/30/2023 11:22 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

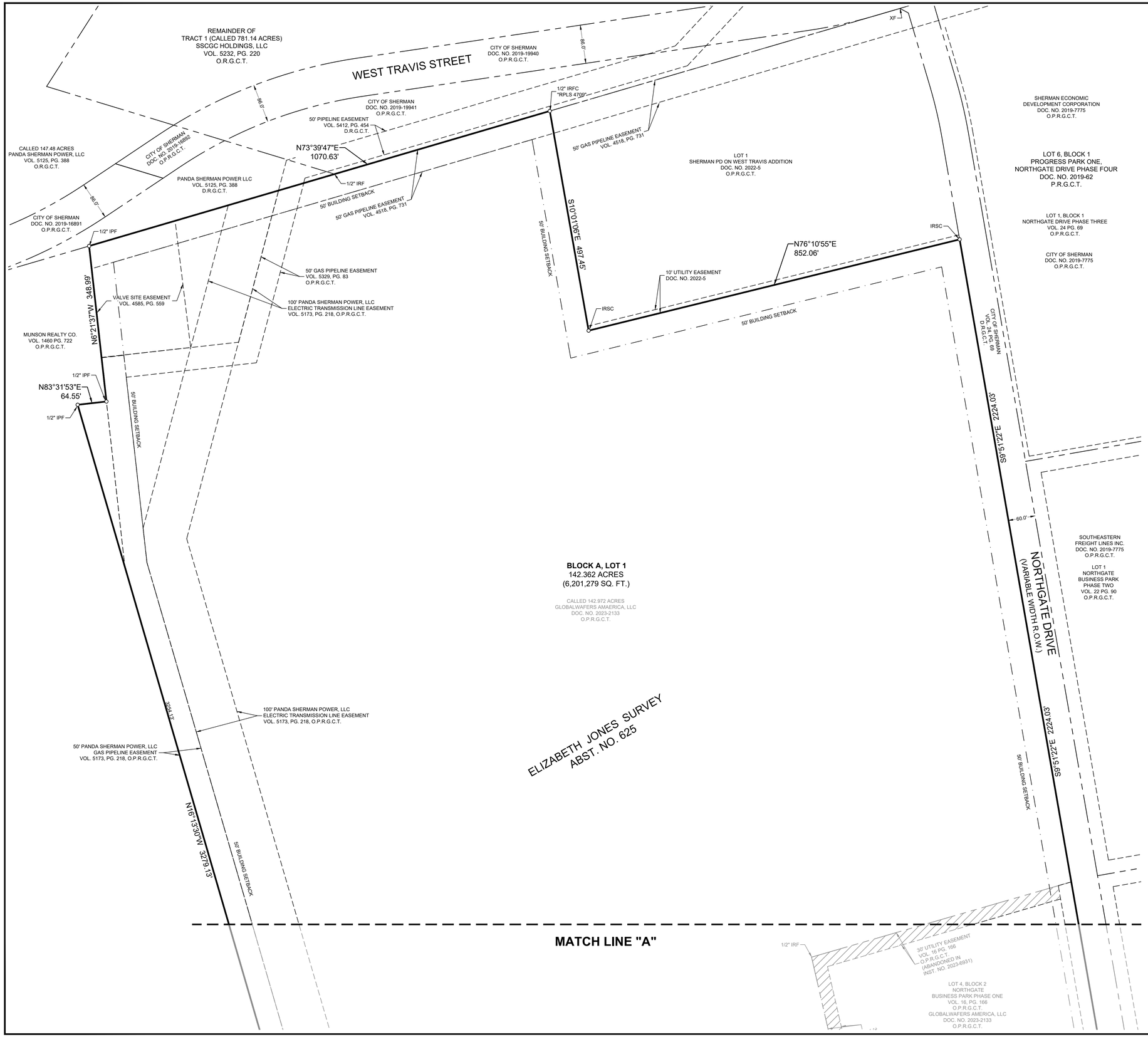
Development Services Department

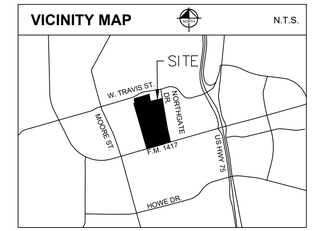
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential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

CITY OF SHERMAN
3200 NORTHGATE DR.

N W E S

Date: 1/30/2023 11:22 AM





GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 24X36

NOTES:

1. All corners are a 5/8-inch iron rod with plastic cap stamped "KHA" set, unless otherwise noted.
2. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. Distances shown are Surface values. To obtain Grid values, multiply the distance by the Project Combined Scale Factor (PCF) of 0.9998928914.

FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0400G, for Grayson County, Texas and incorporated areas, dated September 1, 2022, this property is located within:

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the 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.

ACCEPTANCE

Approved this _____ day of _____, 20___, by the City Planning Commission to the City of Sherman, Texas.

_____ _____

Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Approved by the City Council of the City of Sherman.

_____ _____

Mayor, City of Sherman, Texas Date

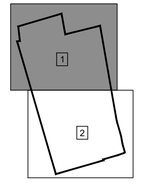
CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Progress Park, Block A, Lot 1, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 20___.

_____

Clerk, City of Sherman, Texas



LEGEND

	BOUNDARY LINE
	EASEMENT LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.W.E.	SIDE WALK EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.E.	FIRE LANE, ACCESS, AND UTILITY EASEMENT
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT

REPLAT
GLOBALWAFERS AMERICA ADDITION

143.038 ACRES SITUATED IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JCC	KHA	March 2023	064046018	1 OF 3

OWNER / APPLICANT:
Globalwafers America, LLC
200 F.M. 1417,
Sherman, Texas 75092

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE

DWG NAME: K:\FRI_SURVEY\064046018-GLOBALWAFERS-PROGRESS PARK - SHERMAN\DWG\064046018-GLOBAL WAFERS PROGRESS PARK SHERMAN RP.DWG PLOTTED BY CRABLE, JEFF 3/29/2023 1:25 PM LAST SAVED 3/29/2023 1:17 PM

MATCH LINE "A"

N16°13'30"W 3279.13'

50' BUILDING SETBACK

MUNSON REALTY CO.
VOL. 1460 PG. 722
O.P.R.G.C.T.

100' PANDA SHERMAN POWER, LLC
ELECTRIC TRANSMISSION LINE EASEMENT
VOL. 5173, PG. 218, O.P.R.G.C.T.

50' PANDA SHERMAN POWER, LLC
GAS PIPELINE EASEMENT
VOL. 5173, PG. 218, O.P.R.G.C.T.

ELIZABETH JONES SURVEY
ABST. NO. 625

BLOCK A, LOT 1
142.362 ACRES
(6,201,279 SQ. FT.)

CALLED 142.972 ACRES
GLOBALWAFERS AMAERICA, LLC
DOC. NO. 2023-2133
O.P.R.G.C.T.

1/2" IRF

30' UTILITY EASEMENT
VOL. 16 PG. 166
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

LOT 4, BLOCK 2
NORTHGATE
BUSINESS PARK PHASE ONE
VOL. 16, PG. 166
O.P.R.G.C.T.
GLOBALWAFERS AMERICA, LLC
DOC. NO. 2023-2133
O.P.R.G.C.T.

30' UTILITY EASEMENT
VOL. 16 PG. 166
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

30' UTILITY EASEMENT
VOL. 16 PG. 166
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

60.0'

NORTHGATE DRIVE
(VARIABLE WIDTH R.O.W.)

ARC FESHRTX001 LLC.
VOL. 5000 PG. 497
O.P.R.G.C.T.

LOT 3, BLOCK 2
NORTHGATE
BUSINESS PARK PHASE ONE
VOL. 16, PG. 166
O.P.R.G.C.T.
GLOBALWAFERS AMERICA, LLC
DOC. NO. 2023-2133
O.P.R.G.C.T.

30' UTILITY EASEMENT
VOL. 16 PG. 166
O.P.R.G.C.T.
(ABANDONED
IN INST. NO. 2023-6931)

15' UTILITY EASEMENT
VOL. 16 PG. 166
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

1/2" IRFC
"RPLS 4709"

Δ=6°11'42"
R=1030.00'
L=111.37'
CB=S12°57'13"E
C=111.31'

1/2" IRFC
"RPLS 4709"

15' UTILITY EASEMENT
VOL. 16 PG. 166
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

1/2" IRF

15' UTILITY EASEMENT
DOC. NO. 2021-234
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

30' UTILITY EASEMENT
VOL. 16 PG. 166
O.P.R.G.C.T.

50' BUILDING SETBACK

S16°03'04"E 295.14'

SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
VOL. 16 PG. 166
O.P.R.G.C.T.

LOT 2, BLOCK 2
REPLAT OF LOTS 1 AND 2 OF NORTHGATE
BUSINESS PARK PHASE ONE
DOC. NO. 2021-234
O.P.R.G.C.T.
GLOBALWAFERS AMERICA, LLC
DOC. NO. 2023-2133
O.P.R.G.C.T.

Δ=6°50'54"
R=988.50'
L=118.15'
CB=S12°37'37"E
C=118.08'

IRSC

60.0'

SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
VOL. 16 PG. 166
O.P.R.G.C.T.

1/2" IRFC
"RPLS 4709"

S9°12'10"E
44.02'

IRSC

Δ=6°50'41"
R=1011.50'
L=120.84'
CB=S12°37'31"E
C=120.77'

IRSC

S16°02'51"E
150.20'

99.0'

IRSC

S26°48'51"W
21.91'

IRSC

S70°45'26"W
164.40'

36' UTILITY EASEMENT
DOC. NO. 2021-234
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

69.7' UTILITY EASEMENT
DOC. NO. 2021-234
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

36' UTILITY EASEMENT
DOC. NO. 2021-234
O.P.R.G.C.T.
(ABANDONED IN
INST. NO. 2023-6931)

LOT 1, BLOCK 2
REPLAT OF LOTS 1 AND 2 OF NORTHGATE
BUSINESS PARK PHASE ONE
DOC. NO. 2021-234
O.P.R.G.C.T.
GLOBALWAFERS AMERICA, LLC
DOC. NO. 2023-2133
O.P.R.G.C.T.

100' BUILDING SETBACK

UTILITY EASEMENT
DOC. NO. 2021-234
O.P.R.G.C.T.

IRSC

S73°57'09"W 360.01'

25' RIGHT-OF-WAY
DEDICATION
0.676 ACRES
(29,441 SQ. FT.)

15' WATER
EASEMENT

SANITARY SEWER
EASEMENT

50' GAS PIPELINE EASEMENT
VOL. 5329, PG. 83
O.P.R.G.C.T.

100' BUILDING SETBACK

50' PANDA SHERMAN POWER, LLC
GAS PIPELINE EASEMENT
VOL. 5173, PG. 218, O.P.R.G.C.T.

L1
L2
L3
L4
L5
L6

82.52'

N73°54'54"E 520.25' 437.22'

20' GAS PIPELINE EASEMENT
VOL. 961, PG. 168
O.P.R.G.C.T.

STATE OF TEXAS
6.839 ACRES
VOL. 932, PG. 373
O.P.R.G.C.T.

S16°02'51"E
25.00'

1/2" IRF

APPROXIMATE
ABSTRACT LINE

145.0'

120.0'

S73°56'59"W 1177.59'

F.M. 1417
(VARIABLE WIDTH R.O.W.)

P.O.B.

1/2" IRF

25.00'

120.0'

20' GAS PIPELINE EASEMENT
VOL. 961, PG. 168
O.P.R.G.C.T.

10' TXU ELECTRIC EASEMENT
VOL. 2970, PG. 28 &
VOL. 2980, PG. 497
O.P.R.G.C.T.

SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
VOL. 4895 PG. 876
O.P.R.G.C.T.

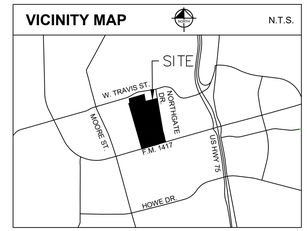
WILLIAM MARTIN SURVEY
ABST. NO. 765

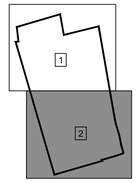
LINE TABLE		
NO.	BEARING	LENGTH
L1	N16°03'04"W	27.33'
L2	N73°56'56"E	15.00'
L3	S16°03'04"E	19.96'
L4	N16°03'00"W	52.33'
L5	N73°56'33"E	15.00'
L6	S16°03'00"E	52.34'

NORTH

GRAPHIC SCALE IN FEET
100 0 50 100 200
1" = 100' @ 24X36

VICINITY MAP N.T.S.





LEGEND

	BOUNDARY LINE
	EASEMENT LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.W.E.	SIDE WALK EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.E.	FIRE LANE, ACCESS, AND UTILITY EASEMENT
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT

REPLAT
GLOBALWAFERS AMERICA ADDITION

143.038 ACRES SITUATED IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JCC	KHA	March 2023	064046018	2 OF 3

OWNER / APPLICANT:
Globalwafers America, LLC
200 F.M. 1417,
Sherman, Texas 75092

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE

DWG NAME: K:\FRI_SURVEY\064046018-GLOBALWAFERS-PROGRESS PARK - SHERMAN\DWG\064046018-GLOBAL WAFERS PROGRESS PARK SHERMAN BP.DWG PLOTTED BY CRABLE, JEFF 3/29/2023 1:26 PM LAST SAVED 3/29/2023 1:17 PM

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS GLOBALWAFERS AMERICA, LLC, is the sole owner of a tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, and being all of a called 142.972 acre tract of land described in a deed to Globalwafers America, LLC, recorded in Document No. 2023-2133 of the Official Public Records of Grayson County, Texas, all of Lots 3 and 4, Block 2 of Northgate Business Park Phase One, an addition to the City of Sherman, Grayson County, Texas, according to the Final Plat thereof recorded in Volume 16, Page 166 of the Official Public Records of Grayson County, Texas, and being all of Lots 1 and 2, Block 2 of the Replat of Lots 1 and 2 of Northgate Business Park Phase One, an Addition to the City of Sherman, Grayson County, Texas, according to the Replat thereof recorded in Document No. 2021-234 of the Official Public Records of Grayson County, Texas, being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 142.972 acre tract, common to the southeast corner of a tract of land described in a deed to Munson Realty Co., recorded in Volume 1460, Page 722 of the Official Public Records of Grayson County, Texas, being in the northerly right-of-way line of F.M. 1417, a variable width right-of-way;

THENCE departing the northerly right-of-way line of said F.M. 1417, along the westerly line of said 142.972 acre tract and along the easterly line of said Munson Realty, LLC tract, the following distances and courses:

North 16°13'30" West, a distance of 3,279.13 feet to a 1/2 inch iron pipe found for corner;

North 83°31'53" East, a distance of 64.55 feet to a 1/2 inch iron pipe found for corner;

North 06°21'37" West, a distance of 348.99 feet to a 1/2 inch iron pipe found for the northwest corner of said 142.972 acre tract, same being the northeast corner of said Munson Realty, LLC tract, same also being on the southerly line of a tract of land described in a deed to Panda Sherman Power, LLC, recorded in Volume 5125, Page 388 of the Deed Records of Grayson County, Texas;

THENCE North 73°39'47" East, along the northerly line of said 142.972 acre tract, the southerly line of said Panda Sherman Power, LLC tract, and the southerly line of a tract of land described in a deed to the City of Sherman, recorded in Document No. 2019-19941 of the Official Public Records of Grayson County, Texas, a distance of 1,070.63 feet to a 1/2 inch iron rod with a plastic cap stamped "RPLS 4709" found for the northernmost northeast corner of said 142.972 acre tract, same being the northwest corner of Lot 1 of Sherman PD on West Travis Addition, an Addition to the City of Sherman, Grayson County, Texas, according to the final plat thereof recorded in Document No. 2022-5 of the Official Public Records of Grayson County, Texas;

THENCE South 10°01'06" East, departing the southerly line of said City of Sherman tract, continuing along the northerly line of said 142.972 acre tract and along the westerly line of said Lot 1, a distance of 497.45 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said 142.972 acre tract, same being the southwest corner of said Lot 1;

THENCE North 76°10'55" East, continuing along the northerly line of said 142.972 acre tract and along the southerly line of said Lot 1, a distance of 852.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the easternmost northeast corner of said 142.972 acre tract, common to the southeast corner of said Lot 1, same being on the westerly right-of-way line of said Northgate Drive, a variable width right-of-way;

THENCE along the westerly right-of-way line of said Northgate Drive, the easterly line of said 142.972 acre tract, and along the easterly line of said Lot 1-4, Block 2, the following courses and distances:

South 09°51'22" East, a distance of 2,224.03 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 4709" found at the beginning of a tangent curve to the left with a radius of 1,030.00 feet, a central angle of 06°11'42", and a chord bearing and distance of South 12°57'13" East, 111.31 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 111.37 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 4709" found for corner;

South 16°03'04" East, a distance of 285.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 988.50 feet, a central angle of 06°50'54", and a chord bearing and distance of South 12°37'37" East, 118.08 feet;

In a southeasterly direction, with said tangent curve to the right, an arc distance of 118.15 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 4709" found for corner;

South 09°12'10" East, a distance of 44.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 1,011.50 feet, a central angle of 06°50'41", and a chord bearing and distance of South 12°37'31" East, 120.77 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 120.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 16°02'51" East, a distance of 150.20 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the north end of a corner clip at the intersection of the westerly right-of-way line of said Northgate Drive with the northerly right-of-way line of said F.M. 1417, same being the easternmost southeast corner of said Lot 1, Block 2;

THENCE South 26°48'51" West, departing the westerly right-of-way line of said Northgate Drive and along said corner clip, a distance of 21.91 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the south end of said corner clip, same being the southerly southeast corner of said Lot 1, Block 2;

THENCE along the northerly right-of-way line of said F.M. 1417, the southerly line of said Lot 1, Block 2, and along the southerly line of said 142.972 acre tract, the following courses and distances:

South 70°45'26" West, a distance of 164.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 73°57'09" West, a distance of 360.01 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 16°02'51" East, a distance of 25.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 73°56'59" West, a distance of 1,177.59 feet to the **POINT OF BEGINNING** and containing 143.038 acres (6,230,720 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, GLOBALWAFERS AMERICA, LLC, acting herein by and through their duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as **GLOBALWAFERS AMERICA ADDITION,** an addition to the City of Sherman, and do hereby dedicate to the public use forever, the streets and alleys shown thereon.

GLOBALWAFERS AMERICA, LLC, does herein certify the following:

1. The streets and alleys herein are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be place in landscape easements if approved by the City of Sherman.
5. The City of Sherman is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Sherman's use thereof.
7. The City of Sherman and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Sherman and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Sherman.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand, this _____ day of _____, _____.

BY: GLOBALWAFERS AMERICA, LLC, a Delaware limited liability company

By: _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Sherman, Texas.

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Phone 972-335-3580

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
Notary Public, State of Texas

REPLAT
GLOBALWAFERS AMERICA ADDITION

143.038 ACRES SITUATED IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	March 2023	061287023	3 OF 3

OWNER / APPLICANT:
Globalwafers America, LLC
200 F.M. 1417,
Sherman, Texas 75092

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE

DWG NAME: K:\FRI_SURVEY\064046018-GLOBALWAFERS-PROGRESS PARK - SHERMAN\DWG\064046018-GLOBAL WAFERS PROGRESS PARK SHERMAN RP.DWG PLOTTED BY CRABLE, JEFF 3/29/2023 1:25 PM LAST SAVED 3/29/2023 1:17 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Globalwafers America, LLC
200 F.M. 1417
Sherman, TX 75092

Kimley-Horn and Associates, Inc.
Attn: Michael Carlisle, PE
260 E. Davis St., Ste. 100
McKinney, TX 75069

Dear Applicants,

The request for approval of the Plat of Globalwafers America Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Graphically show edge of pavement on drawing. *Code of Ordinances, Chapter 10, Exhibit A, Sec. 6(B)(7)*
2. Extend Utility Easement as dedicated in Instrument No. 2021-234 to the western property line. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. The width of the pavement for Northgate Drive and FM 1417 shall be shown on the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
5. 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)*
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. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

8. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
9. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 15.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

* **3200 BLOCK NORTHGATE DRIVE**

The request of GlobalWafers America, LLC (Owner) and Kimley-Horn and Associates, Inc. (Surveyor) concerning the property located at 3200 Block Northgate Drive, consisting of 142.972 acres in the Elizabeth Jones Survey Abstract No. 625, and located in the Blalock Industrial Park PD (Planned Development) District/FM Highway 1417 Overlay District, as follows:

Planning & Zoning Commission

Replat for GlobalWafers America, LLC.

Background:

The property is located at 3200 Block Northgate Drive between West Travis Street and West FM Highway 1417. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- August 16, 2022 - Preliminary Plat approval of Globalwafers America Addition.
- December 13, 2022 - Site Plan approval of Globalwafers America Addition
- January 10, 2023 - Site Plan for Globalwafers America Addition.
- January 10, 2023 - Public Hearing and Variance to the Blalock Industrial Park Planned Development (Section 2.3.5 (a)) to provide enhanced landscaping in lieu of the requirement to have areas between the building lines and the roads right-of-way be used for lawns, open landscaping and green areas.
- February 21, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow a Concrete Batch Plant in a PD (Planned Development) District.

Adjacent Zoning:

PD (Planned Development)
R-6 (Single Family Residential)
M-1 (Light Manufacturing) District

Origination:
GlobalWafers America, LLC (Owner)
Kimley-Horn and Associates, Inc. (Surveyor)

Master Plan Designation:
Not Applicable.

Number of notices mailed:
47

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 9.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Sherman Park Apartments, consisting of 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 and currently zoned MF-30 (Multi-Family Residential) District; Justin Webb, Sherman Parks Apartments, LP, Owner and Caleb Jones, Kimley-Horn and Associates, Surveyor (1300-1500 West Taylor Street)

Issue:

To consider Final Plat of Sherman Park Apartments, consisting of 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 and currently zoned MF-30 (Multi-Family Residential) District; Justin Webb, Sherman Parks Apartments, LP, Owner and Caleb Jones, Kimley-Horn and Associates, Surveyor (1300-1500 West Taylor Street)

Background:

The property is located at 1300-1500 West Taylor Street between Westside Drive and Park Place. The owner would like to plat the property into two lots for a multi-family development.

Origination:

Justin Webb, Sherman Parks Apartments, LP (Owner)
Caleb Jones, Kimley-Horn and Associates (Representative)
Kimley-Horn and Associates (Surveyor)

Financial Consideration:

None

Staff Recommendation:

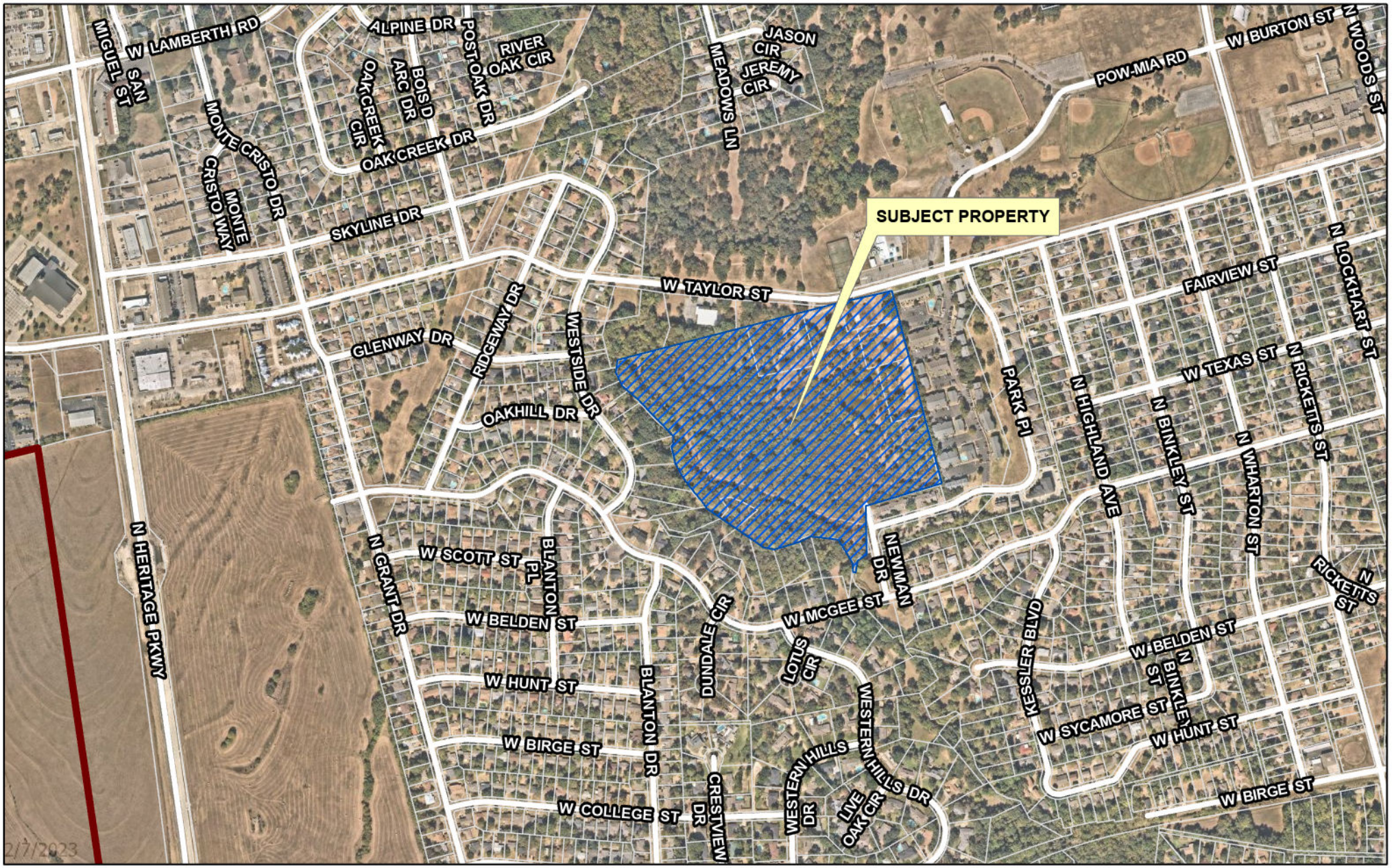
At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

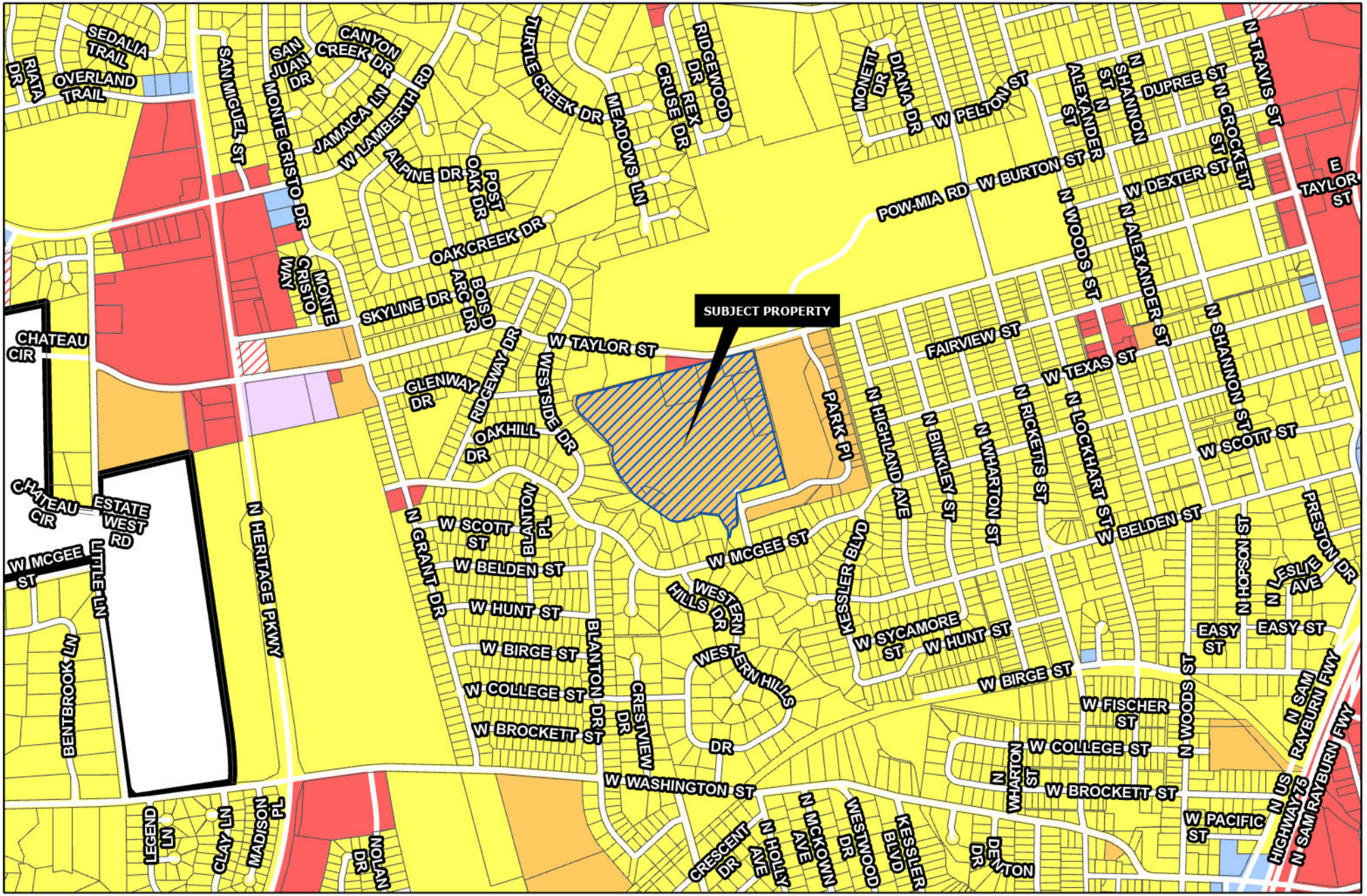
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1400 W. TAYLOR ST.

N
W E
S

Date: 2/7/2023 11:10 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN ZONING MAP 1400 W. TAYLOR ST.

N W E S

Date: 2/7/2023 11:15 AM

TAYLOR STREET
(60' R.O.W.) (VOL. 3, PG. 50)

0.097 ACRE (5,209 SQ. FT.) RIGHT OF WAY DEDICATION TO THE CITY OF SHERMAN

TAYLOR STREET
(A PUBLIC STREET)

CITY OF SHERMAN TRACT OF LAND
(FAIRVIEW PARK)
NO DEED REFERENCE

S83°43'52"E 137.98'
12.78'
S80°20'24"E 115.37'
N84°15'23"W 585.95'
S84°15'23"E 371.40'
S84°17'38"E 363.47'
S84°17'38"E 363.46'
N84°15'23"W 40.41'
N75°31'41"E 147.89'
N74°16'00"E 211.20'
N75°25'58"E 268.59'
S14°36'32"E 13.05'
Δ=2°47'32"
R=640.00'
L=31.19'
CB=S85°41'24"E
C=31.19'
Δ=2°53'26"
R=643.50'
L=32.46'
CB=S85°44'21"E
C=32.46'
Δ=15°28'13"
R=643.50'
L=173.75'
CB=N82°00'06"E
C=173.22'
N14°07'06"E 255.44'
242.66'
N0°53'55"W 162.64'
N75°16'45"E 346.00'
N75°23'24"E 235.13'
N14°36'52"W 176.74'
N6°59'42"E 31.32'
S78°47'08"W 34.94'
N6°59'42"E 32.81'
N13°35'00"W 34.67'
N42°14'59"W 283.65'
N50°10'34"W 113.19'
N9°40'45"W 36.80'
N38°44'34"E 28.74'
N16°12'15"W 88.46'
N14°36'32"W 1008.16'
S14°36'32"E 847.38'
S35°47'03"W 13.39'
S14°12'57"E

43.5' 8-8 26.1' 43.5' 8-8 26.1' 43.5' 15.33' 15.33'

15' UTILITY EASEMENT

15' WATER EASEMENT

VARIABLE WIDTH STREET, SIDEWALK AND UTILITY EASEMENT

25' ACCESS & UTILITY EASEMENT

26' ACCESS & UTILITY EASEMENT

15' WATER EASEMENT

15' WATER EASEMENT

30' ACCESS EASEMENT
VOL. 2575, PG. 370
(HATCHED PORTION ABANDONED BY SEPARATE INSTRUMENT)

10 DRAINAGE & UTILITY EASEMENT
VOL. 6, PG. 29
P.R.G.C.T.

20' ACCESS EASEMENT IN
VOL. 1184, PG. 317
(HATCHED PORTION ABANDONED BY SEPARATE INSTRUMENT)

20' WIDE ACCESS EASEMENT
VOL. 1275, PG. 622
(HATCHED PORTION ABANDONED BY SEPARATE INSTRUMENT)

10 DRAINAGE & UTILITY EASEMENT
VOL. 6, PG. 29
P.R.G.C.T.

10' SANITARY SEWER EASEMENT
VOL. 2575, PG. 370, &
VOL. 2580, PG. 415, O.P.R.G.C.T.
(HATCHED PORTION ABANDONED BY SEPARATE INSTRUMENT)

100 FT. WIDE EASEMENT TO TEXAS POWER & LIGHT CO. IN VOL 247, PG 288, D.R.G.C.T.

APPROXIMATE LIMIT OF F.E.M.A. 100-YEAR FLOODPLAIN PER FIRM MAP NO. 48181C0275 G REVISED 09/01/2022

ZONE AE

ZONE X (SHADED)

ZONE AE

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9

20' ALLEY

LOT 6, BLOCK 3
WESTERN HILLS
SECTION FOUR
VOL. 3, PG. 50
P.R.G.C.T.

CITY OF SHERMAN
VOL. 2346, PG. 384
D.R.G.C.T.

BLOCK 3
WESTERN HILLS
SECTION FOUR
VOL. 3, PG. 50
P.R.G.C.T.

CITY OF SHERMAN TRACT
OF LAND
VOL. 889, PG. 150
D.R.G.C.T.

BLOCK 3
WESTERN HILLS
SECTION THREE
VOL. 2, PG. 42
P.R.G.C.T.

CALLED 1.9894 ACRES
CITY OF SHERMAN
VOL. 5120, PG. 10
D.R.G.C.T.

CITY OF SHERMAN TRACT OF LAND
VOL. 889, PG. 150
D.R.G.C.T.

BLOCK A, LOT 3
3.925 ACRES
(170,985 SQ. FT.)

BLOCK A, LOT 1
23.590 ACRES
(1,027,599 SQ. FT.)

CALLED 22.73 ACRES
ALTERRIAN CAPITAL, LLC
DOC. NO. 2022-36996
O.R.G.C.T.

BLOCK A, LOT 2
9.846 ACRES
(428,890 SQ. FT.)

CALLED 9.85 ACRES
SHERMAN PARK APARTMENTS, LP
DOC. NO. 2022-37006
O.R.G.C.T.

BLOCK 1
REPLAT OF LOTS 6 THRU 45,
WOOD HAVEN ADDITION
VOL. 6, PG. 29
P.R.G.C.T.

BLOCK 2
REPLAT OF LOTS 6 THRU 45,
WOOD HAVEN ADDITION
VOL. 6, PG. 29
P.R.G.C.T.

J.B. MCANAIR SURVEY
ABSTRACT NO. 763

IRSC
1/2" IRF
1/2" IRFC
SARTIN 3694"
3/4" IRF
BOIS D'ARC
POST FOUND

MATCHLINE "A"

NORTH

GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 30X42

LINE TYPE LEGEND

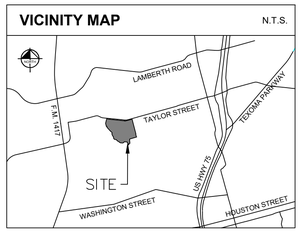
	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	BUILDING LINE
	STORM SEWER LINE
OHE	OVERHEAD UTILITY LINE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT

LEGEND

	BOX OR PEDESTAL	C	COMMUNICATIONS
	HANDHOLE	E	ELECTRIC OR POWER
	MANHOLE	F	FIBER OPTIC
	MARKER SIGN	G	NATURAL GAS
	METER	P	PETROLEUM OR PIPELINE
	MARKER PINFLAG	R	RAILROAD
	POLE	S	SAN. SEWER OR WASTEWATER
	STORAGE TANK	D	STORM SEWER
	VALVE (EXCEPT WATER)	T	TELEPHONE
	VAULT	TR	TRAFFIC
	WELL	U	UNIDENTIFIED
TV	CABLE TV	W	WATER
	ELEVATION BENCHMARK		
	GUY ANCHOR	IRSC	5/8" IRON ROD W/ "KHA" CAP SET
	UTILITY POLE	IRFC	IRON ROD WITH CAP FOUND
T	ELECTRIC TRANSFORMER	IRF	IRON ROD FOUND
	SIGN	P.O.B.	POINT OF BEGINNING
	MARQUEE/BILLBOARD	DRGCT	DEED RECORDS, GRAYSON
	LIGHT STANDARD		COUNTY, TEXAS
	MAIL BOX	OPRGCT	OFFICIAL PUBLIC RECORDS,
	SANITARY SEWER CLEAN OUT		GRAYSON COUNTY, TEXAS
	STORM SEWER DRAIN	PRGCT	PLAT RECORDS, GRAYSON
W	WATER BOX		COUNTY, TEXAS
	FIRE HYDRANT	VOL	VOLUME
	WATER VALVE	PG.	PAGE
	WATER WELL	INST.	INSTRUMENT No.

VICINITY MAP

N.T.S.



NOTES:

1. All corners are a 5/8-inch iron rod with plastic cap stamped "KHA" set, unless otherwise noted.
2. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. Distances shown are Surface values. To obtain Grid values, multiply the distance by the Project Combined Scale Factor (PCF) of 0.9998928914.

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 4818C0270F, for Grayson County, Texas and incorporated areas, dated September 1, 2022, this property is located within the following Zones:

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

Zone X (shaded) 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 (Base Flood Elevations determined)"

For the portions of this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the 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.

FINAL PLAT
SHERMAN PARK APARTMENTS
BLOCK A, LOTS 1-3

37.481 ACRES SITUATED IN THE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JCC/CDS	KHA	April 2023	063970006	1 OF 3

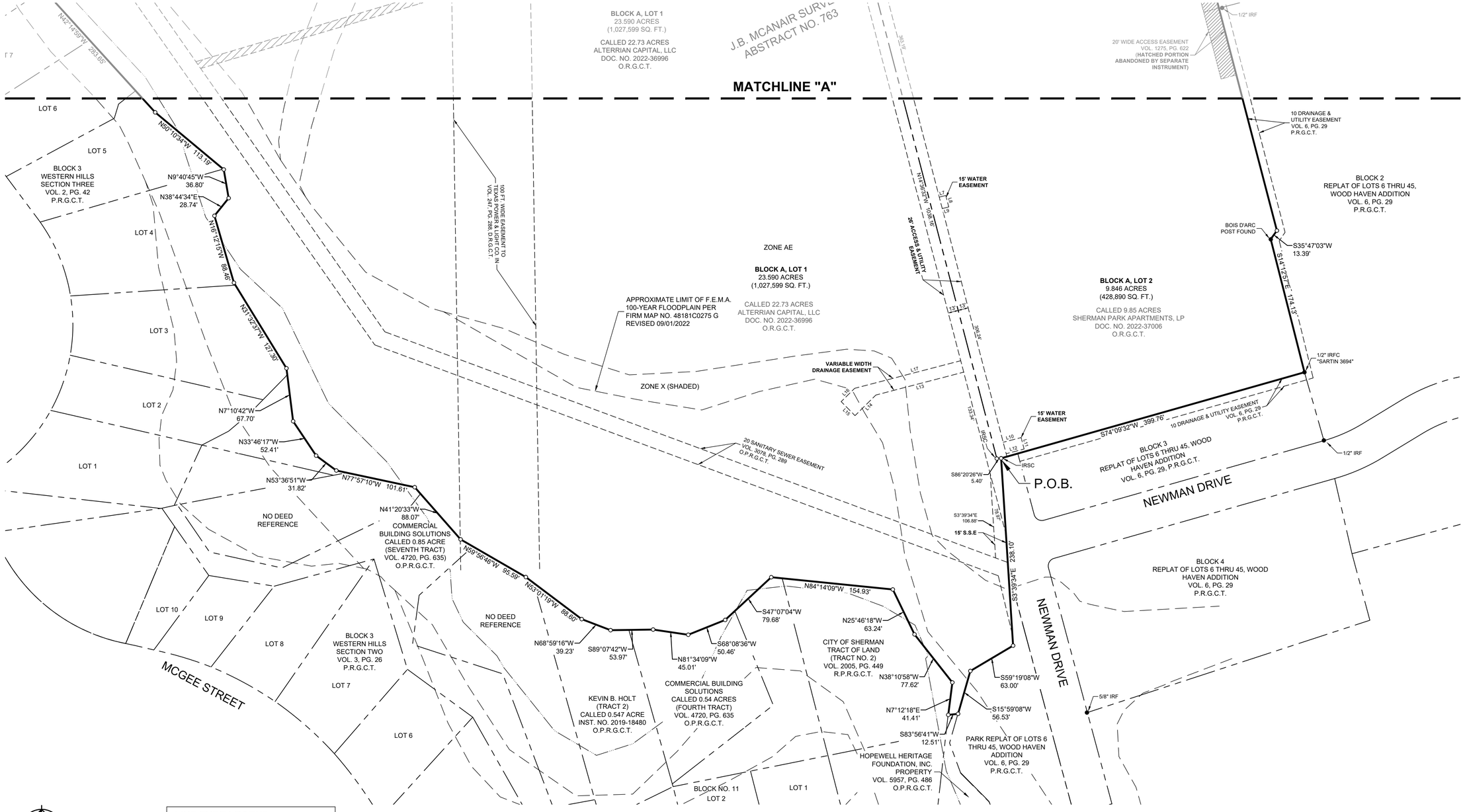
OWNER / APPLICANT:
Alterrian Capital, LLC
1 Candlelight Trail
Heath, Texas 75032

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria
Office Tower, Suite 700
Dallas, TX 75240
Ph: (972) 770-1300
Contact: Jonathan Kerby, PE

OWNER / APPLICANT:
Sherman Park
Apartments, LP,
1 Candlelight Trail
Heath, Texas 75032

OWNER / APPLICANT:
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

DWG NAME: K:\FRI_SURVEY\063970006-TERRELL PARTNERS TRACT - SHERMAN\DWG\063970006 SHERMAN PARK APARTMENTS FP.DWG PLOTTED BY MARX, MICHAEL 4/5/2023 5:07 PM LAST SAVED 4/5/2023 7:09 AM



NORTH

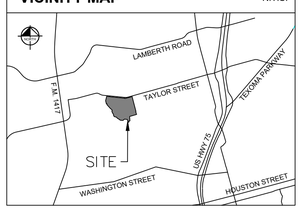
GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 30X42

VICINITY MAP

N.T.S.



LINE TYPE LEGEND

	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	BUILDING LINE
	STORM SEWER LINE
OHE	OVERHEAD UTILITY LINE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT

LEGEND

	BOX OR PEDESTAL	C	COMMUNICATIONS
	HANDHOLE	E	ELECTRIC OR POWER
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	MARKER SIGN	G	NATURAL GAS
	METER	P	PETROLEUM OR PIPELINE
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	POLE	S	SAN. SEWER OR WASTEWATER
	STORAGE TANK	D	STORM SEWER
	VALVE (EXCEPT WATER)	T	TELEPHONE
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	GUY ANCHOR	IRSC	5/8" IRON ROD W/ "KHA" CAP SET
	UTILITY POLE	IRFC	IRON ROD WITH CAP FOUND
	ELECTRIC TRANSFORMER	IRF	IRON ROD FOUND
	SIGN	P.O.B.	POINT OF BEGINNING
	MARQUEE/BILLBOARD	DRGCT	DEED RECORDS, GRAYSON COUNTY, TEXAS
	LIGHT STANDARD		
	MAIL BOX	OPRGCT	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
	SANITARY SEWER CLEAN OUT		
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	WATER BOX		
	FIRE HYDRANT	VOL.	VOLUME
	WATER VALVE	PG.	PAGE
	WATER WELL	INST.	INSTRUMENT No.

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LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S75°23'28"W	23.50'	L11	S14°36'32"E	15.00'
L2	N14°36'32"W	15.00'	L12	S75°23'28"W	23.50'
L3	N75°23'28"E	23.50'	L13	S75°23'28"W	115.00'
L4	N75°23'28"E	8.50'	L14	S45°23'28"W	37.28'
L5	S14°36'32"E	15.00'	L15	N44°36'32"W	25.00'
L6	S75°23'28"W	8.50'	L16	N45°23'28"E	23.98'
L7	N75°23'28"E	8.50'	L17	N75°23'28"E	139.02'
L8	S14°36'32"E	15.00'			
L9	S75°23'28"W	8.50'			
L10	N75°23'28"E	23.50'			

FINAL PLAT
SHERMAN PARK APARTMENTS

BLOCK A, LOTS 1-3

37.481 ACRES SITUATED IN THE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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1 Candlelight Trail
Heath, Texas 75032

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
Ph: (972) 770-1300
Contact: Jonathan Kerby, PE

OWNER / APPLICANT:
Sherman Park Apartments, LP,
1 Candlelight Trail
Heath, Texas 75032

OWNER / APPLICANT:
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

DWG NAME: K:\FRI_SURVEY\063970006-TERRELL PARTNERS TRACT - SHERMAN\DWG\063970006 SHERMAN PARK APARTMENTS FP.DWG PLOTTED BY MARK, MICHAEL 4/5/2023 5:07 PM LAST SAVED 4/5/2023 7:09 AM

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS ALTERRIAN CAPITAL, LLC, SHERMAN PARK APARTMENTS, LP AND THE CITY OF SHERMAN, are the sole owners of a tract of land situated in the J.B. McAnair Survey, Abstract No. 763, Grayson County, Texas, and being all of a called 22.73 acre tract of land described in a deed to Alterrian Capital, LLC, recorded in Document No. 2022-36996, Official Records of Grayson County, Texas, all of a called 9.85 acre tract of land described in a deed to Sherman Park Apartments, LP, recorded in Document No. 2022-37006, Official records of Grayson County, Texas, all of a called 1.984 acre tract of land described in a deed to the City of Sherman, recorded in Volume 5120, Page 10 of the Deed Records of Grayson County, Texas, all of Lot 6, Block 3 of Western Hills Section Four, an addition to the City of Sherman, according the Plat thereof recorded in Volume 3, Page 50 of the Plat Records of Grayson County, Texas, and also described in a deed to the City of Sherman, recorded in Volume 2346, Page 384 of the Deed Records of Grayson County, Texas, and being a portion of a tract of land described in a deed to the City of Sherman, recorded in Volume 889, Page 150 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap set for the northwest corner of the northerly terminus of Newman Drive (a variable width right-of-way);

THENCE South 03°39'34" East, with the westerly right-of-way line of said Newman Drive and the southeast line of said 22.73 acre tract, a distance of 238.10 feet to a 5/8-inch iron rod with a red plastic cap set in the north line of a Park, per the plat of Replat of Lots 6 thru 45, Wood Haven Addition, an addition to the City of Sherman, Texas according to the plat thereof recorded in Volume 6, Page 29, Official Records of Grayson County, Texas;

THENCE along said north line, the following courses and distances:

South 59°19'08" West, a distance of 63.00 feet to a 5/8-inch iron rod with a red plastic cap set for corner;

South 15°59'08" West, a distance of 56.53 feet to a point for corner;

THENCE along the southerly and west lines of said 22.73 acre tract, the following courses and distances:

South 83°56'41" West, a distance of 12.51 feet to a point for corner;

North 07°12'18" East, a distance of 41.41 feet to a point for corner;

North 38°10'58" West, a distance of 77.62 feet to a point for corner;

North 25°46'18" West, a distance of 63.24 feet to a point for corner;

North 84°14'09" West, a distance of 154.93 feet to a point for corner;

South 47°07'04" West, a distance of 79.68 feet to a point for corner;

South 68°08'36" West, a distance of 50.46 feet to a point for corner;

North 81°34'09" West, a distance of 45.01 feet to a point for corner;

South 89°07'42" West, a distance of 53.97 feet to a point for corner;

North 68°59'16" West, a distance of 39.23 feet to a point for corner;

North 53°01'19" West, a distance of 88.60 feet to a point for corner;

North 59°56'46" West, a distance of 95.59 feet to a point for corner;

North 41°20'33" West, a distance of 88.07 feet to a point for corner;

North 77°57'10" West, a distance of 101.61 feet to a point for corner;

North 53°36'51" West, a distance of 31.82 feet to a point for corner;

North 33°46'17" West, a distance of 52.41 feet to a point for corner;

North 07°10'42" West, a distance of 67.70 feet to a point for corner;

North 31°32'37" West, a distance of 127.30 feet to a point for corner;

North 16°12'15" West, a distance of 88.46 feet to a point for corner;

North 38°44'34" East, a distance of 28.74 feet to a point for corner;

North 09°40'45" West, a distance of 36.80 feet to a point for corner;

North 50°10'34" West, a distance of 113.19 feet to a point for corner;

North 42°14'59" West, a distance of 283.65 feet to a point for corner;

North 13°35'00" West, a distance of 34.67 feet to a point for corner;

North 06°59'42" East, a distance of 32.81 feet to the northeast corner of Lot 9, Block 3 of Western Hills Section Three, an addition to the City of Sherman according to the Plat thereof recorded in Volume 2, Page 42 of the Plat Records of Grayson County, Texas;

THENCE South 78°47'08" West, along the northerly line of said Lot 9, Block 3, a distance of 34.94 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of Lot 1, Block 3 of said Western Hills Section Four;

THENCE North 14°34'52" West, along the easterly line of said Lot 1, Block 3 and along the easterly line of Lot 2, Block 3 of said Western Hills Section Four, a distance of 176.74 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 2, Block 3, common to the southeast corner of Lot 3, Block 3 of said Western Hills Section Four;

THENCE North 14°07'08" East, along the easterly line of said Lot 3, Block 3, the easterly line of Lot 4 and 5, Block 3 of said Western Hills Section Four, and along the westerly line of said Lot 6, Block 3, a distance of 255.44 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 5, Block 3, common to the northwest corner of said Lot 6, Block 3, same being on the southerly right-of-way line of Taylor Street, a 60-foot wide right-of-way as recorded in said Western Hills Section Four;

THENCE South 83°43'52" East, along the northerly line of said Lot 6, Block 3 and along the southerly right-of-way line of said Taylor Street, a distance of 137.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 6, Block 3 and being at the south end of the easterly terminus of said Taylor Street;

THENCE South 80°20'24" East, along the occupied southerly line of Taylor Street, a public street, no record found and crossing said City of Sherman tract, a distance of 115.37 feet to 3/4 inch iron rod found for the northwest corner of said 1.9894 acre tract;

THENCE South 84°15'23" East, continuing along the occupied southerly line of said Taylor Street and along the northerly line of said 1.9894 acre tract, a distance of 371.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said 1.9894 acre tract;

THENCE South 84°17'38" East, continuing along the occupied southerly line of said Taylor Street and crossing said City of Sherman tract, a distance of 363.47 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 02°47'32", and a chord bearing and distance of South 85°41'24" East, 31.19 feet;

THENCE in a southeasterly direction, continuing along the occupied southerly line of said Taylor Street and continuing across said City of Sherman tract, with said tangent curve to the left, an arc distance of 31.19 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 14°36'32" East, continuing along the occupied southerly line of said Taylor Street and continuing across said City of Sherman tract, a distance of 13.05 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said 22.73 acre tract, common to the northwest corner of said 9.85 acre tract;

THENCE continuing along the occupied southerly line of said Taylor Street and along the northerly line of said 9.85 acre tract, the following courses and distance:

North 75°31'41" East, a distance of 147.89 feet to a 5/8-inch iron rod with a red plastic cap set for corner;

North 75°25'58" East, a distance of 268.59 feet to a 1/2-inch iron rod with a plastic cap, stamped "SARTIN 3694" found for the northeast corner of said 9.85 acre tract;

THENCE departing the occupied southerly line of said Taylor street and along the easterly line of said 9.85 acre tract and the southwest line of Block 1 and Block 2, of Replat of Lots 6 thru 45, Wood Haven Addition, an addition to the City of Sherman, Texas according to the plat thereof recorded in Volume 6, Page 29, Official Records of Grayson County, Texas, the following courses and distances:

South 14°36'32" East, a distance of 847.38 feet to a 5/8-inch iron rod with a red plastic cap set for corner;

South 35°47'03" West, a distance of 13.39 feet to a Bois d'arc fence corner post found for corner;

South 14°12'57" East, a distance of 174.13 feet to 1/2-inch iron rod with a plastic cap, stamped "SARTIN 3694" found for the northeast corner of Block 3 of said Replat of Lots 6 thru 45, Wood Haven Addition and the southeast corner of said 9.85 acre tract;

THENCE South 74°09'32" West, with the north line of said Block 3, a distance of 399.76 feet to the **POINT OF BEGINNING** and containing 37.481 acres (1,632,684 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, ALTERRIAN CAPITAL, LLC, SHERMAN PARK APARTMENTS, LP AND THE CITY OF SHERMAN, acting herein by and through their duly authorized officers, do hereby certify and adopt this plat designating the herein above described property as **SHERMAN PARK APARTMENTS,** an addition to the City of Sherman, and do hereby dedicate to the public use forever, the streets and alleys shown thereon.

ALTERRIAN CAPITAL, LLC, SHERMAN PARK APARTMENTS, LP AND THE CITY OF SHERMAN, do herein certify the following:

1. The streets and alleys herein are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be place in landscape easements if approved by the City of Sherman.
5. The City of Sherman is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Sherman's use thereof.
7. The City of Sherman and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Sherman and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Sherman.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand, this _____ day of _____, _____.

BY: ALTERRIAN CAPITAL, LLC., a Delaware limited liability company

By: _____
(Name)

By: _____
(Title)

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

_____
Notary Public, State of Texas

BY: SHERMAN PARK APARTMENTS, LP, a Delaware limited partnership

By: _____
(Name)

By: _____
(Title)

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

_____
Notary Public, State of Texas

BY: CITY OF SHERMAN

BY: _____
(NAME)

BY: _____
(TITLE)

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Sherman, Texas.

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Phone 972-335-3580

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20___.

_____
Notary Public, State of Texas

FINAL PLAT
SHERMAN PARK APARTMENTS

BLOCK A, LOTS 1-3

37.481 ACRES SITUATED IN THE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ##'	JCC/CDS	KHA	April 2023	063970006	3 OF 3

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1 Candlelight Trail
Heath, Texas 75032

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13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
Ph: (972) 770-1300
Contact: Jonathan Kerby, PE

OWNER / APPLICANT:
City of Sherman
220 W Mulberry Street
Sherman, TX 75090

DWG NAME: K:\FRI_SURVEY\063970005-TERRELL PARTNERS TRACT - SHERMAN\DWG\063970006 SHERMAN PARK APARTMENTS FP.DWG PLOTTED BY MARX, MICHAEL 4/5/2023 5:07 PM LAST SAVED 4/5/2023 7:09 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Alterrain Capital, LLC
1 Candlelight Trail
Heath, TX 75032

Sherman Park Apartments, LP
1 Candlelight Trail
Heath, TX 75032

City of Sherman
Attn: Robert Epperson, PE
220 W. Mulberry St.
Sherman, TX 75090

Kimley-Horn and Associates, Inc.
Attn: Jonathan Kerby, PE
13455 Noel Road, Two Galleria
Office Tower, Suite 700
Dallas, TX 75240

Dear Applicants,

The request for approval of the Final Plat of Sherman Park Apartments has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Remove graphical 90' ROW along Travis Street from drawing.
2. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
3. Coordinate with Engineering Department for possible dedication of Sidewalk Easement for walking trail.
4. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
5. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
6. Three Party Agreement required for Public Infrastructure.
7. Internal water and wastewater lines will be privately owned and maintained.

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. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 13.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

* **1300-1500 WEST TAYLOR STREET**

The request of Justin Webb, Sherman Parks Apartments, LP (Owner), Caleb Jones, Kimley-Horn and Associates (Representative/Surveyor) concerning the property located at 1300-1500 West Taylor Street, consisting of 32.580 acres in the J.B. McAnair Survey, Abstract No. 763 and currently zoned MF-30 (Multi-Family Residential) District, as follows:

Planning and Zoning Commission

Final Plat of Sherman Park Apartments.

Background:

The property is located at 1300-1500 West Taylor Street between Westside Drive and Park Place. The owner would like to plat the property into two lots for a multi-family development.

Adjacent Zoning:

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

Origination:

Justin Webb, Sherman Parks Apartments, LP (Owner)
Caleb Jones, Kimley-Horn and Associates (Representative)
Kimley-Horn and Associates (Surveyor)

Master Plan Designation:

Not applicable.

Number of notices mailed:

Not required.

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Final Plat
Hydrologic Workmap
Comment Response Letter
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 10.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Mora on First Addition, consisting of 0.191 acres in the G.B. Pilant Survey, Abstract No. 963 and currently zoned R-6 (Single Family Residential) District; M & G Homebuilders, Owner and Helvey-Wagner Surveying, Inc., Surveyor (620 and 622 South First Street)

Issue:

To consider Final Plat of Mora on First Addition, consisting of 0.191 acres in the G.B. Pilant Survey, Abstract No. 963 and currently zoned R-6 (Single Family Residential) District; M & G Homebuilders, Owner and Helvey-Wagner Surveying, Inc., Surveyor (620 and 622 South First Street)

Background:

The property is located at 620 and 622 South First Street between East King and East Odneal Streets and is zoned R-4 (Patio Home Residential) District. The owner would like to plat the property into two lots for residential development.

The following has been approved for this location:

- March 22, 2022 - Preliminary plat approval of Mora on First Addition.
- December 13, 2022 - Final plat approval of Mora on First Addition.
- March 20, 2023 - Zone change from R-6 to R-4 approved by City Council. (Ordinance 6576)
- March 21, 2023 - Preliminary Plat of Mora on First Addition.

Origination:

M & G Homebuilders (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication

---

dlagrone H:\PLANNING\Public Notification KT.aprx

5/31/2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
620 & 622 S FIRST ST

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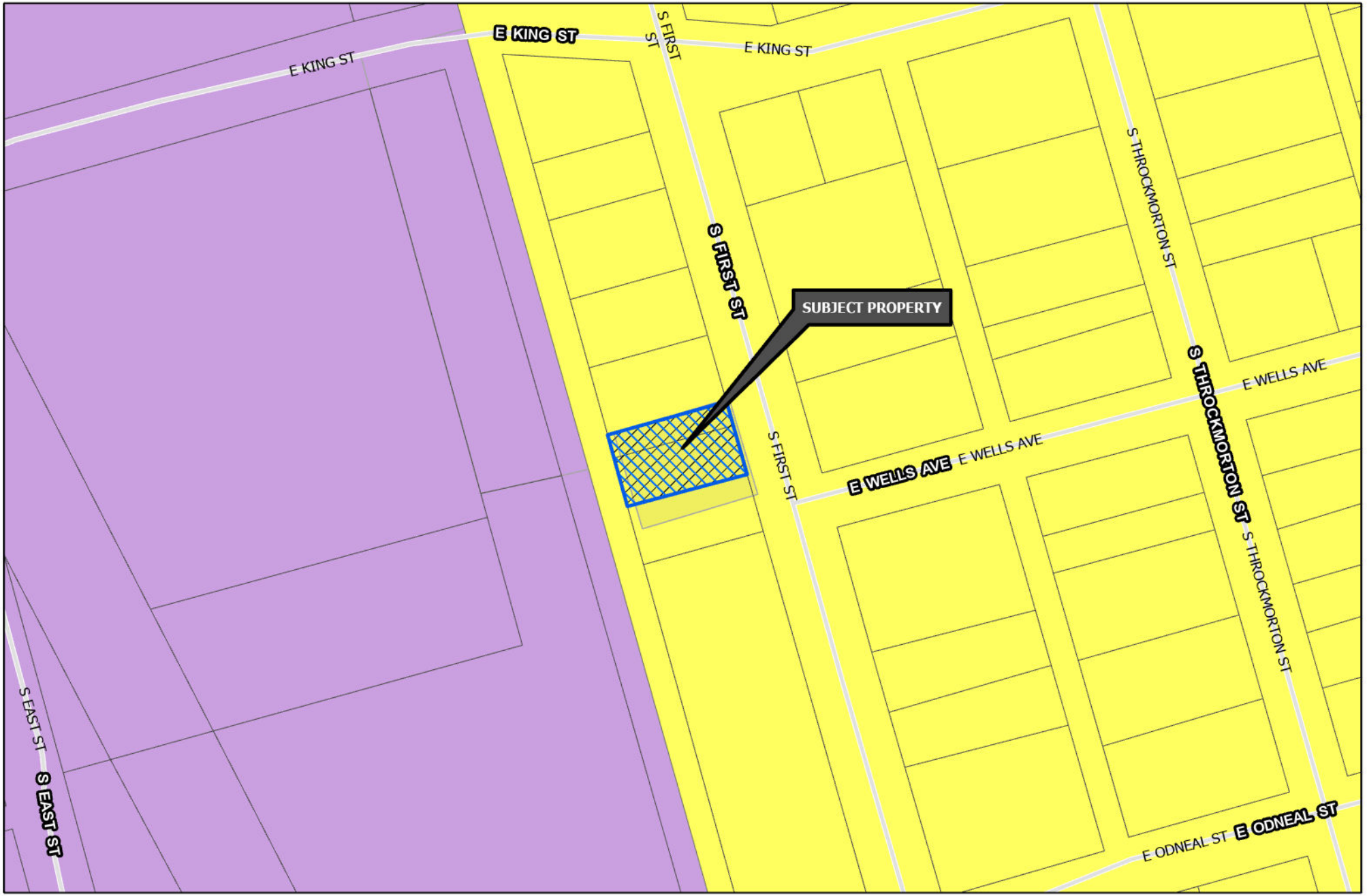
Date: 3/31/2023 4:27 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

CITY OF SHERMAN
ZONING MAP
620 & 622 S FIRST ST

N
W E
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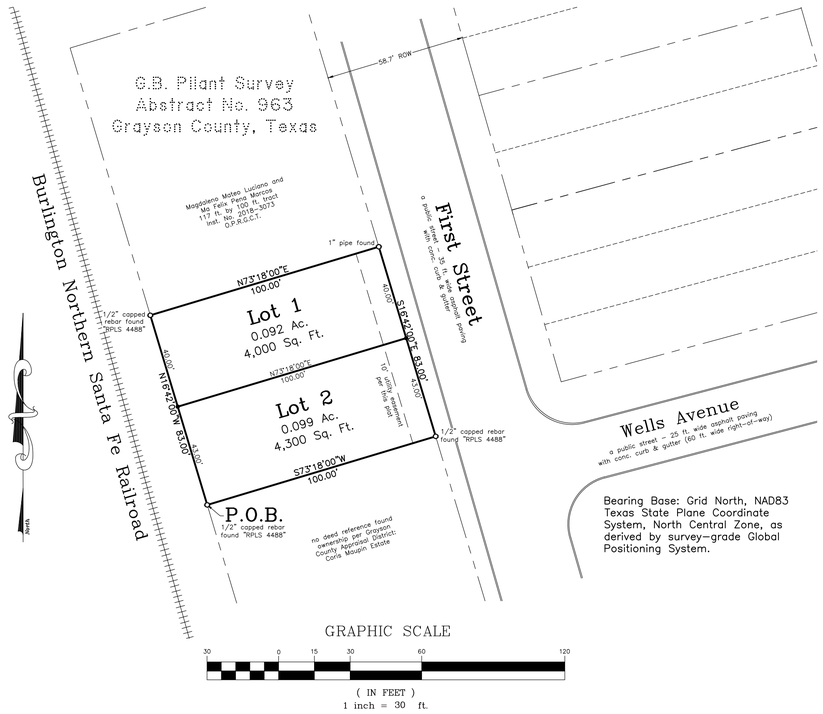
Date: 3/31/2023 4:37 PM

Vicinity Map

(not to scale)

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 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. 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.



FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being out of the G.B. Pilant Survey, Abstract No. 963, being all of the "called" 42 ft. by 100 ft. tract of land conveyed by General Warranty Deed from Umair A. Saleem and Qundeel Aslam to M&G Home Builders, LLC on August 5, 2020 and recorded in Instrument No. 2020–20354, Official Public Records, Grayson County, Texas and being better described as a 43 ft. by 100 ft. tract (Tract No. 2) of land conveyed by Trustee's Deed from Johnnie C. Caldwell to Curtis L. Seidlits Jr. on December 4, 1981, and recorded in Volume 1622, Page 450, Deed Records, Grayson County, Texas, and all of the 40 ft. by 100 ft. tract of land conveyed by General Warranty Deed from Michael P. Tollison and Kristi A. Tollison to M&G Home Builders on October 31, 2020 and recorded in Instrument No. 2020–30777, said Official Public Records (being better described in Volume 907, Page 258, said Deed Records) and being more particularly described by metes and bounds as follows, to–wit:

BEGINNING at a 1/2 inch capped rebar found, stamped "RPLS 4488" in the East line of the Burlington Northern Santa Fe Railroad right–of–way, at the Southwest corner of both said M&G Home Builders 42 ft. 100 ft. tract and the herein described tract;

THENCE North 16 deg. 42 min. 00 sec. West, with the East line of said Burlington Northern Santa Fe Railroad right–of–way and the West line of both said M&G Home Builders 42 ft. by 100 ft. tract and 40 by 100 ft. tract, a distance of 83.00 ft. to a ½ inch capped rebar found, stamped "RPLS 4488" at the Southwest corner of the "called" 117 ft. by 100 ft. tract of land conveyed to Magdaleno Mateo Luciano and Ma Felix Pena Marcos conveyed in Instrument No. 2018–3073, said Official Public Records and the Northwest corner of both said M&G Home Builders 40 ft. by 100 ft. tract and the herein described tract;

THENCE North 73 deg. 18 min. 00 sec. East, with the apparent South line of said Luciano and Marcos tract and the North line of said M&G Home Builders 40 ft. by 100 ft. tract, a distance of 100.00 ft. to a 1 inch pipe found in the West right–of–way line of First Street, at the Southeast corner of said Luciano and Marcos tract and the Northeast corner of both said M&G Home Builders 40 ft. by 100 ft. tract and the herein described tract;

THENCE South 16 deg. 42 min. 00 sec. East, with the West line of said First Street and the East line of both said M&G Home Builders 40 ft. by 100 ft. tract and 42 ft. by 100 ft. tract, a distance of 83.00 ft. to a ½ inch capped rebar found, stamped "RPLS 4488" at the Southeast corner of both said M&G Home Builders 42 ft. by 100 ft. tract and the herein described tract;

THENCE South 73 deg. 18 min. 00 sec. West, with the South line of said M&G Home Builders 42 ft. by 100 ft. tract, a distance of 100.00 ft. to the **PLACE OF BEGINNING** and containing **0.191 ACRES and/or 8,300 SQUARE FEET** of land.

Job No. CGS520323

Helvey–Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463–6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owners:
M&G Home Builders
1218 N. Brents Avenue
Sherman, Texas 75090

X:\Shared Projects\42–ft–by–100–ft–tract–GB–Pilant–Survey\Civil 3D\Plat.dwg 2/22/2023 3:37 PM

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, M&G Home Builders, sole owner of Mora on First 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.

_____
Martin Covarrubias, Authorized Agent for M&G Home Builders

AVIGATION RELEASE

WHEREAS, M&G Home Builders, 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 Mora on First 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 Preliminary Plat of Mora on First Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2023.

By:_____

By: Martin Covarrubias for M&G Home Builders, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Martina 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 expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Final Plat of Mora on First Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final Plat of Mora on First Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final Plat of Mora on First Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Mora on First Addition
to the
City of Sherman
Grayson County, Texas
0.191 Acres
in the
G.B. Pilant Survey
Abstract No. 963

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

M&G Home Builders
1218 N. Brents Ave.
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 Mora on First Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
3. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
4. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 17.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

*** 620 & 622 SOUTH FIRST STREET**

The request of M & G Homebuilders (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 620 and 622 South First Street, consisting of 0.191 acres in the G.B. Pilant Survey, Abstract No. 963, as follows:

Planning and Zoning Commission

Final Plat of Mora on First Addition.

Background:

The property is located at 620 and 622 South First Street between East King and East Odneal Streets and is zoned R-4 (Patio Home Residential) District. The owner would like to plat the property into two lots for residential development.

The following has been approved for this location:

- March 22, 2022 - Preliminary plat approval of Mora on First Addition.
- December 13, 2022 - Final plat approval of Mora on First Addition
- March 21, 2023 - Preliminary Plat of Mora on First Addition.

Adjacent Zoning:

R-6 (Single-Family Residential) District
M-2 (Heavy Manufacturing) District

Origination:

M & G Homebuilders (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Final Plat

STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 11.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Reddy Addition, consisting of 14.644 acres out of the David Harrison Survey, Abstract No. 581, A.C. Smith Survey, Abstract 1561, W.S. Thurman Survey, Abstract No. 1265 and William Milligan Survey, Abstract No. 875 and currently zoned C-2 (General Commercial) District; Himabindu Golla, Terrain Lot, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (6000 Block North Highway 75)

Issue:

To consider Final Plat of Reddy Addition, consisting of 14.644 acres out of the David Harrison Survey, Abstract No. 581, A.C. Smith Survey, Abstract 1561, W.S. Thurman Survey, Abstract No. 1265 and William Milligan Survey, Abstract No. 875 and currently zoned C-2 (General Commercial) District; Himabindu Golla, Terrain Lot, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (6000 Block North Highway 75)

Background:

The property is located at 6000 Block North Highway 75 between North Highway 75 and Swamy Drive. The owner would like to plat the property into six lots for commercial development.

The following has been approved for this location:

- March 21, 2023 - Final Plat of Dr. Swamy Addition, Phase Four

Origination:

Himabindu Golla, Terrain Lot, LLC (Owner)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication

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dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
6000 BLK N HWY 75

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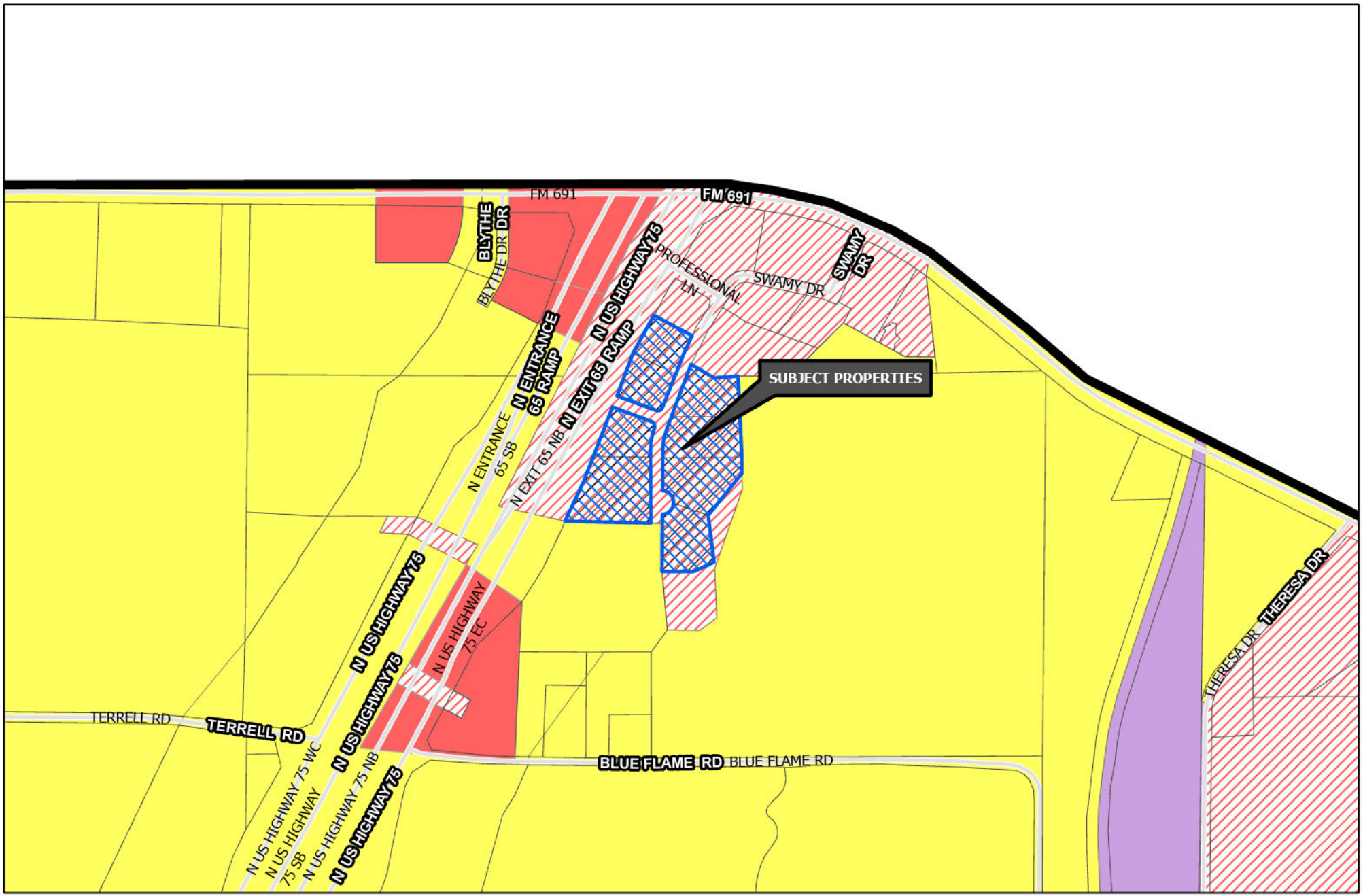
Date: 3/3/2023 11:28 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
6000 BLK N HWY 75

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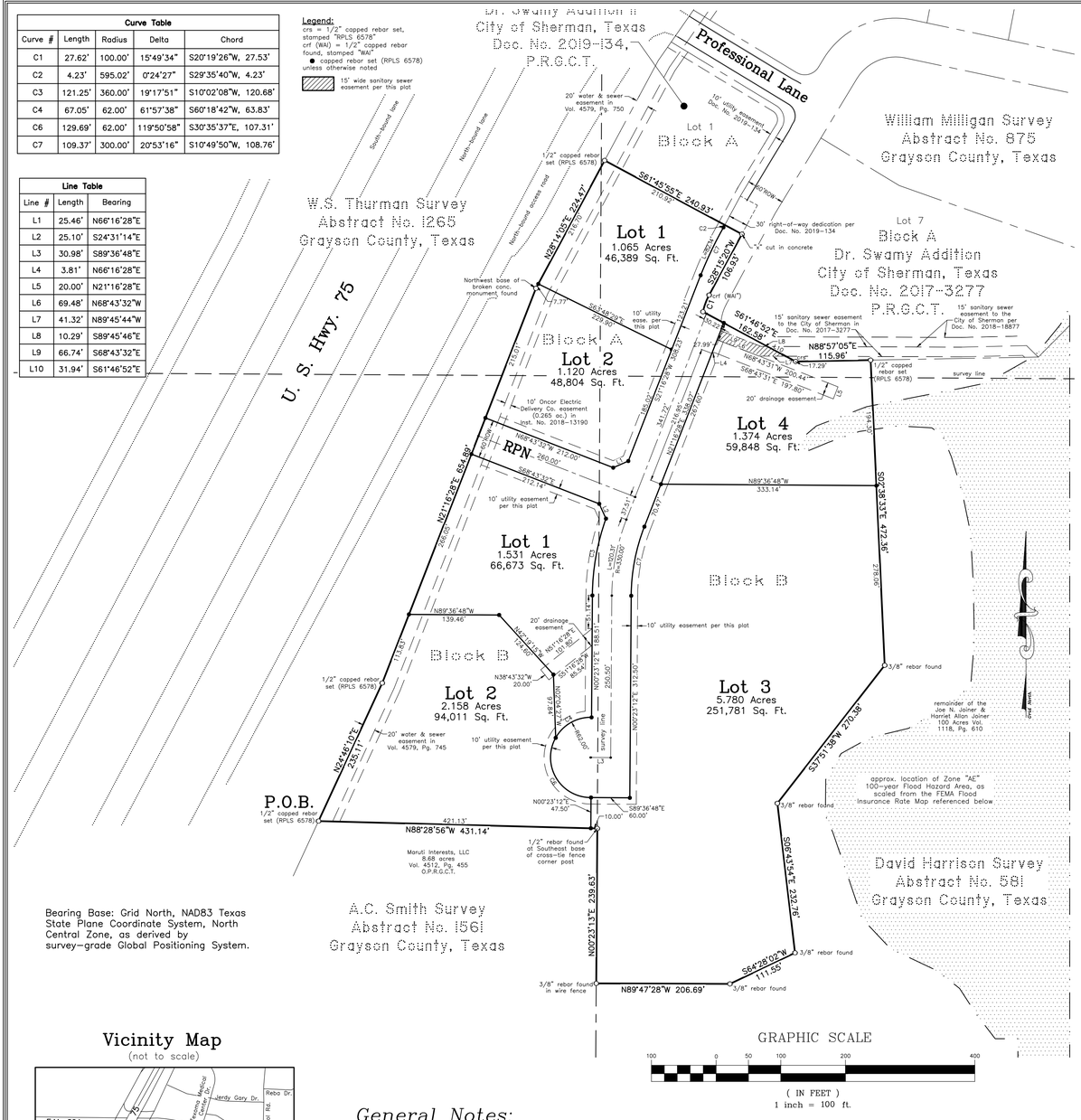
Date: 3/3/2023 11:31 AM

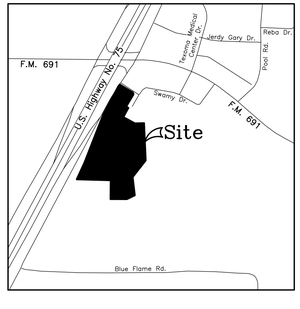
Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	27.62'	100.00'	15°49'34"	S20°19'26"W, 27.53'
C2	4.23'	595.02'	0°24'27"	S29°35'40"W, 4.23'
C3	121.25'	360.00'	19°17'51"	S10°02'08"W, 120.68'
C4	67.05'	62.00'	61°57'38"	S60°18'42"W, 63.83'
C6	129.69'	62.00'	119°50'58"	S30°35'37"E, 107.31'
C7	109.37'	300.00'	20°53'16"	S10°49'50"W, 108.76'

Line Table		
Line #	Length	Bearing
L1	25.46'	N66°16'28"E
L2	25.10'	S24°31'14"E
L3	30.98'	S89°36'48"E
L4	3.81'	N66°16'28"E
L5	20.00'	N21°16'28"E
L6	69.48'	N68°43'32"W
L7	41.32'	N89°45'44"W
L8	10.29'	S89°45'46"E
L9	66.74'	S68°43'32"E
L10	31.94'	S61°46'52"E



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

Vicinity Map
(not to scale)



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. A portion of the property shown on the plat hereon lies within a Zone "AE" 100-Year Flood Hazard Area Designation, as scaled from the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0275 G, Revised Date: September 1, 2022.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGD510323

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:
Terrain Lot Limited Liability Company
3135 Denali Drive
Irving, Texas 75063

X:\Shared Projects\Topo-14.925-Acres-Highway-75-691\Civil 3D\Plat.dwg 3/10/2023 9:47 AM

FIELD NOTES

SITUATED in the County of Grayson, State of Texas, and being a part of the A. C. Smith Survey, Abstract No. 1561 and being a part of the William Milligan Survey, Abstract No. 875, being a part of the David Harrison Survey, Abstract No. 581 and a part of the W.S. Thurman Survey, Abstract No. 1265 and being all of the 14.644 ac. tract of land conveyed from One Ganesha, Ltd. to Terrain Lot Limited Liability Company by Special Warranty Deed with Vendor's Lien on April 14, 2022 as recorded in Inst. No. 2022-12863, Official Public 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 capped rebar set (RPLS 6578) in the East right-of-way line of U. S. Highway No. 75, at the Northwest corner of the 8.68 ac. tract of land conveyed to Maruti Interests, LLC in Volume 4512, Page 455, said Official Public Records, at the most Westerly Southwest corner of said Terrain Lot Limited Liability Co. 14.644 ac.;

THENCE North 24 deg. 46 min. 10 sec. East, with the East right-of-way line of said highway and the West line of said Terrain Lot Limited Liability Co. 14.644 ac., a distance of 235.11 ft. to a 1/2 inch capped rebar set (RPLS 6578) at an angle point;

THENCE North 21 deg. 16 min. 28 sec. East, continuing with the East right-of-way line of said highway and the West line of said Terrain Lot Limited Liability Co. 14.644 ac., a distance of 654.89 ft. to a point at the Northwest base of a broken concrete monument found;

THENCE North 28 deg. 14 min. 05 sec. East, continuing with the East right-of-way line of said highway and the West line of said Terrain Lot Limited Liability Co. 14.644 ac., a distance of 224.47 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northwest corner of said Terrain Lot Limited Liability Co. 14.644 ac. and the Southwest corner of Lot 1, Block A, Dr. Swamy Addition II to the City of Sherman, Texas as per plat of record in Doc. No. 2019-134, Plat Records, Grayson County, Texas;

THENCE South 61 deg. 45 min. 55 sec. East, with the South line of said Lot 1, Block A, Dr. Swamy Addition II and the North line of said Terrain Lot Limited Liability Co. 14.644 ac., passing the Southeast corner of said Lot 1 and continuing for a total distance of 240.93 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the most Northern Northeast corner of said Terrain Lot Limited Liability Co. 14.644 ac.;

THENCE South 28 deg. 15 min. 20 sec. West, with the current West right-of-way line of Swamy Drive, a public street, and an East line of said Terrain Lot Limited Liability Co. 14.644 ac., a distance of 106.93 ft. to a 1/2 inch capped rebar found (WA) at the beginning of a curve;

THENCE Southerly, continuing with the current West right-of-way line of said Swamy Drive and the East line of said Terrain Lot Limited Liability Co. 14.644 ac., with a curve to the left, having a radius of 100.00 ft. and a central angle of 15 deg. 49 min. 34 sec. (chord bears South 20 deg. 19 min. 26 sec. West, 27.53 ft.), an arc distance of 27.62 ft. to a point at an Ell corner of said Terrain Lot Limited Liability Co. 14.644 ac.;

THENCE South 61 deg. 46 min. 52 sec. East, with the current South right-of-way line of said Swamy Drive, passing the most Westerly Southwest corner of Lot 7, Block A, Dr. Swamy Addition to the City of Sherman, Texas as per plat of record in Doc. No. 2017-3277, said Plat Records at 31.74 ft. and continuing now with a South line of said Lot 7 for a total distance of 162.58 ft. a 1/2 inch capped rebar set (RPLS 6578);

THENCE North 88 deg. 57 min. 05 sec. East, with a South line of said Lot 7 and a North line of said Terrain Lot Limited Liability Co. 14.644 ac., a distance of 115.96 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the most Northerly Northeast corner of said Terrain Lot Limited Liability Co. 14.644 ac.;

THENCE Southerly, with an East line of said Terrain Lot Limited Liability Co. 14.644 ac., the following calls and distances:
1. South 02 deg. 38 min. 33 sec. East, a distance of 472.36 ft. to a 3/8 inch rebar found at an angle point;
2. South 37 deg. 51 min. 38 sec. West, a distance of 270.38 ft. to a 3/8 inch rebar found at an angle point;
3. South 06 deg. 43 min. 54 sec. East, a distance of 232.76 ft. to a 3/8 inch rebar found at the Southeast corner of said Terrain Lot Limited Liability Co. 14.644 ac.;

THENCE Westerly, with the South line of said Terrain Lot Limited Liability Co. 14.644 ac., the following calls and distances:
1. South 64 deg. 28 min. 02 sec. West, a distance of 111.55 ft. to a 3/8 inch rebar found at an angle point;
2. North 89 deg. 47 min. 28 sec. West, a distance of 206.69 ft. to a 3/8 inch rebar found in a wire fence, in the West line of the David Harrison Survey and the East line of both said Maruti Interests, LLC 8.68 ac. and A.C. Smith Survey, at the most Southerly Southwest corner of said Terrain Lot Limited Liability Co. 14.644 ac.;

THENCE North 00 deg. 23 min. 13 sec. East, with the East line of both said Maruti Interests, LLC and A.C. Smith Survey and the West line of both said Terrain Lot Limited Liability Co. 14.644 ac. and David Harrison Survey, a distance of 239.63 ft. to a 1/2 inch rebar found at the Southeast base of a cross-tie fence corner post, at the Northeast corner of said Maruti Interests, LLC 8.68 ac., at an Ell corner of said Terrain Lot Limited Liability Co. 14.644 ac.;

THENCE North 88 deg. 28 min. 56 sec. West, with the North line of said Maruti Interests, LLC 8.68 ac. and a South line of said Terrain Lot Limited Liability Co. 14.644 ac., a distance of 431.14 ft. to the **PLACE OF BEGINNING** and containing **14.644 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

We, Terrain Lot Limited Liability Company, sole owners of Reddy 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.

_____
Golla Himabindu, Authorized Representative for Terrain Lot Limited Liability Company

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 _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Final Plat of Reddy Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final Plat of Reddy Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final Plat of Reddy Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Reddy Addition
City of Sherman
Grayson County, Texas
14.644 Acres
in the
David Harrison Survey, Abst. No. 581, the A.C. Smith Survey, Abst. No. 1561, the W.S. Thurman Survey, Abst. No. 1265 & William Milligan Survey, Abst. No. 875

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Terrain Lot Limited Liability Company
3135 Denali Drive
Irving, TX 75063

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Reddy Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Right of Way named "RPN" shall have an indicator attached. i.e. RPN Road, RPN Lane, RPN Drive, etc. Please Note, subject right of way does not meet qualifications to be a Boulevard.
2. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
3. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
4. Engineering plans for retaining wall exceeding four feet (4') in total height shall be reviewed by Engineering Department.
5. Water main must be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
6. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
7. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
8. Three Party Agreement required for Public Infrastructure.
9. 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*

10. 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.
11. 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)*
12. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 18.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

* **6000 BLOCK NORTH HIGHWAY 75**

The request of Himabindu Golla, Terrain Lot, LLC (Owner) and Helvey-Wagner Surveying (Surveyor) concerning the property located in the 6000 Block North Highway 75, consisting of 14.644 acres out of the David Harrison Survey, Abstract No. 581, A.C. Smith Survey, Abstract 1561, W.S. Thurman Survey, Abstract No. 1265 and William Milligan Survey, Abstract No. 875, and currently zoned C-2 (General Commercial) District, as follows:

Planning and Zoning Commission

Final Plat of Reddy Addition

Background:

The property is located at 6000 Block North Highway 75 between North Highway 75 and Swamy Drive. The owner would like to plat the property into six lots for commercial development.

The following has been approved for this location:

- March 21, 2023 - Final Plat of Dr. Swamy Addition, Phase Four

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Himabindu Golla, Terrain Lot, LLC (Owner)
Helvey-Wagner Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 12.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat for Aaron's Addition, consisting of 6.558 acres in the Reuben Hendrix Survey, Abstract 504 and being Lot 2, Block 1, of Aaron's Addition and currently zoned MF-30 (Multi-Family Residential) District; Avant Capital, LLC, Owner; Helvey-Wagner Surveying, Inc., Surveyor (3012 Texoma Parkway)

Issue:

To consider the Public Hearing and Replat for Aaron's Addition, consisting of 6.558 acres in the Reuben Hendrix Survey, Abstract 504 and being Lot 2, Block 1, of Aaron's Addition and currently zoned MF-30 (Multi-Family Residential) District; Avant Capital, LLC, Owner; Helvey-Wagner Surveying, Inc., Surveyor (3012 Texoma Parkway)

Background:

The property is located at 3012 Texoma Parkway between Gallagher Drive and East US Highway 82. The owner would like to plat the property into two lots for residential development.

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
- May 17, 2022 - Zone change under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.
- May 17, 2022 - Site plan approval for a multi-family development.
- May 17, 2022 - Site plan approval for a retail development.

Origination:

Avant Capital, LLC (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 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 - Engineering
P&Z Communication

5/31/2023

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3012 TEXOMA PKWY

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W E
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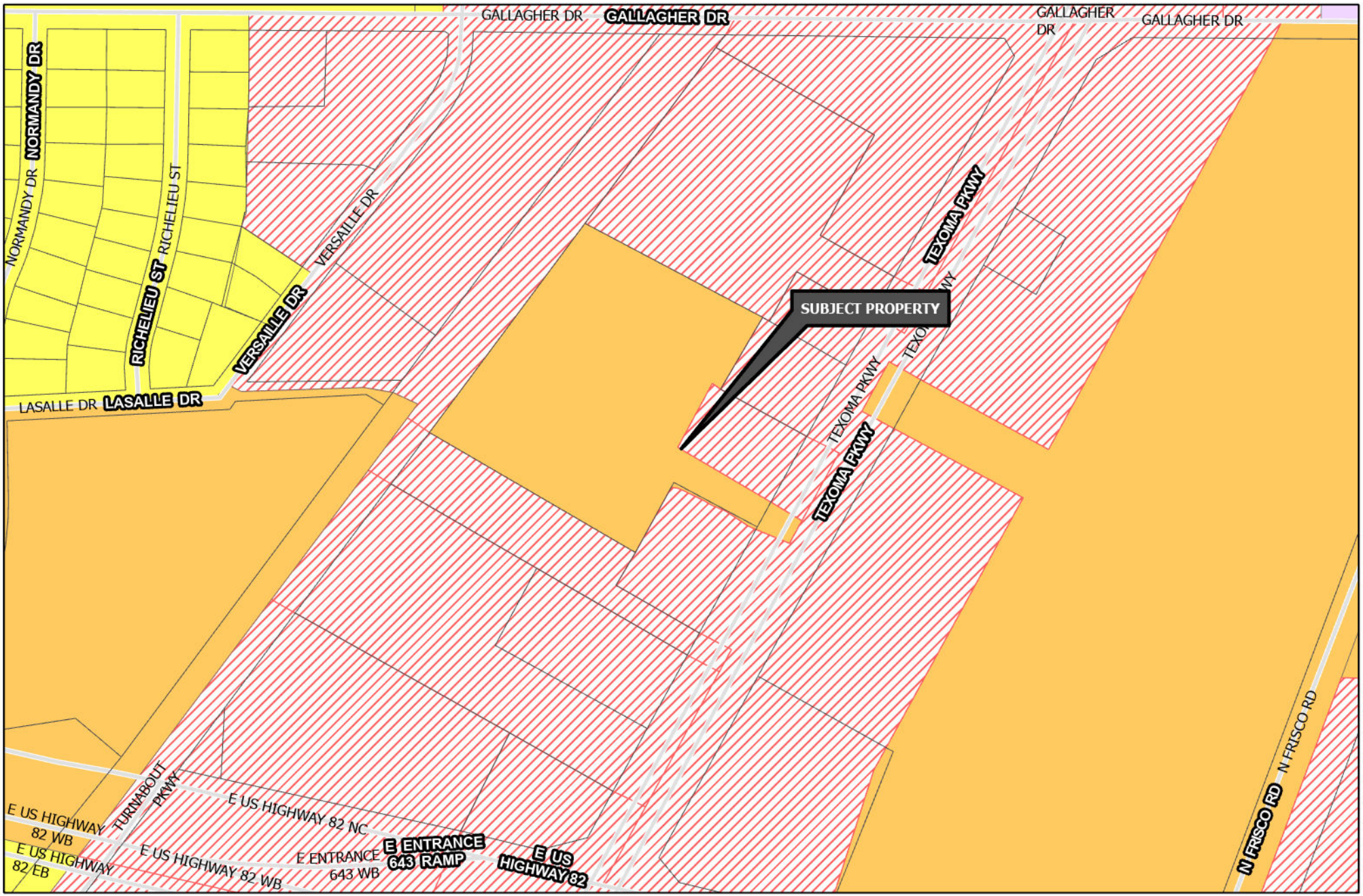


Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN ZONING MAP 3012 TEXOMA PKWY

N W E S

Date: 4/12/2023 2:13 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF PROPOSED REPLAT

PROJECT #: 23-001143

FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

UPTOWN MOTORS
23-870-0405 WE FINANCE

04/05/2023 at 1:35 PM

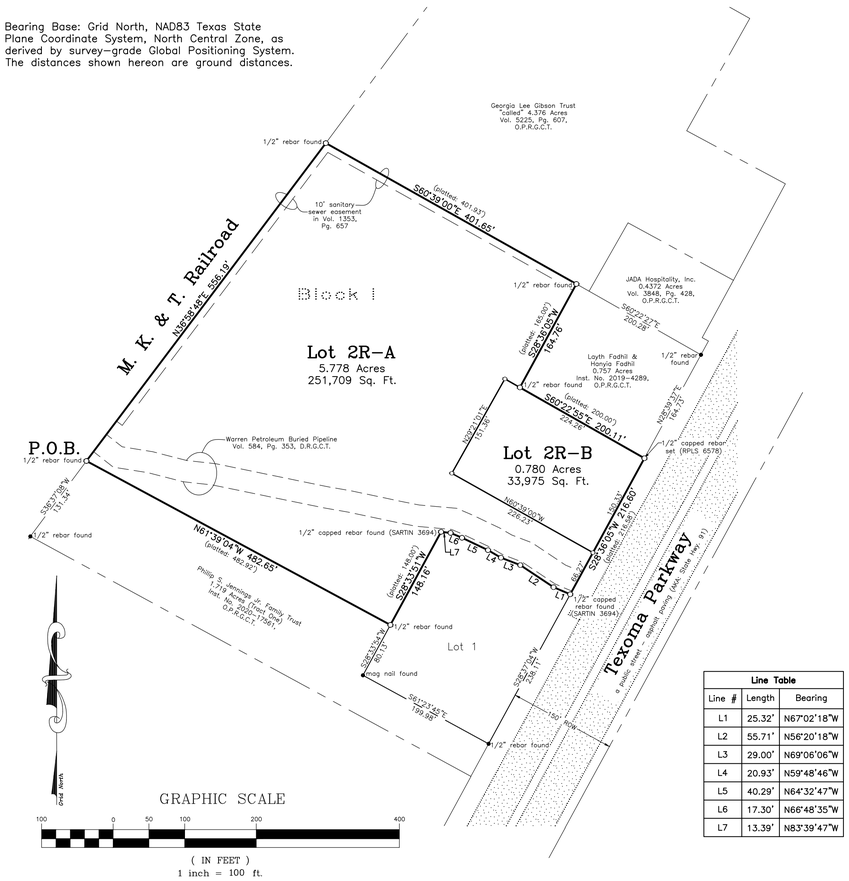
Vicinity Map

not to scale

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery.
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 G, Revised Date: September 1, 2022.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

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.



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

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, Avant Capital, LLC, sole owner of Replat of Lot 2, Block 1, Aaron's 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.

_____
Prem Shahl, Authorized Agent for Avant Capital, LLC

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Prem Shahl, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the plat of Replat of Lot 2, Block 1, Aaron's Addition to the City of Sherman, Texas is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the plat of Replat of Lot 2, Block 1, Aaron's Addition to the City of Sherman, Texas is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing plat of Replat of Lot 2, Block 1, Aaron's Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, being a part of the Reuben Hendrix Survey, Abstract No. 504 and being 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 a ½ inch rebar found 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 and the Southwest corner of said Lot 2, in the East right-of-way line of the M.K.& T. Railroad right-of-way, ;

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 said Lot 2 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 said Lot 2;

THENCE South 28 deg. 36 min. 05 sec. West, with the West line of said Fadhil 0.757 ac. and an East line of said Lot 2, a distance of 164.76 ft. to a ½ inch rebar found at the Southwest corner of said Layth Fadhil & Hanyia Fadhil 0.757 ac. and an Ell corner of said Lot 2;

THENCE South 60 deg. 22 min. 55 sec. East, with the South line of said Layth Fadhil & Hanyia Fadhil 0.757 ac. and a North line of said Lot 2, a distance of 200.11 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" in the West right-of-way line of Texoma Parkway, at the Southeast corner of said Layth Fadhil & Hanyia Fadhil 0.757 ac. and the most Easterly Northeast corner of said Lot 2;

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 216.60 ft. to a ½ inch capped rebar found, stamped "RPLS 3694" at the Northeast corner of Lot 1, said Block 1, Aaron's Addition and the most Easterly Southeast corner of said Lot 2;

THENCE in a Northwesterly direction, with the North lines of said Lot 1 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 a ½ inch capped rebar found (RPLS 3694) at an Ell corner of said Lot 2 and 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 a ½ inch rebar found at the most Northerly Northeast corner of said Jennings 1.719 ac. and the most Southerly Southeast corner of said Lot 2;

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 **6.558 ACRES** of land.

Replat
Lots 2R-A & 2R-B, Block 1
Replat of Lot 2, Block 1, Aaron's Addition
to
City of Sherman
Grayson County, Texas
6.558 Acres
in the
Reuben Hendrix Survey
Abstract No. 504
Date of Preparation: March 22, 2023

Job No. CGS430323

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:
Avant Captial, LLC
5152 Village Creek Drive
Plano, Texas 75093

X:\Shared Projects\Lot-2-Block-1-Aarons-Addition\Drawings\Replat.dwg 3/22/2023 1:12 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Avant Capital, LLC
5152 Village Creek Drive
Plano, TX 75093

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lot 2, Block 1, Aaron's Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Simplify Plat Name. Plat name must not exceed 20 characters in length. Sub-labels, i.e. "being a replat of…" do not count in the total character limit.
2. Dedicate a 15' Utility Easement along Texoma Parkway. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Dedicate a Mutual Access Easement along proposed Lot 2R-A to access proposed Lot 2R-B from existing drive approach off of Texoma Parkway.
4. 10' Sanitary Sewer Easement, Vol. 1353, Pg. 657, in Northwest corner of property to be shown as "10' Private Sanitary Sewer Easement, Vol. 1353, Pg. 657, DRGCT." *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
6. 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)*
7. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
8. Three Party Agreement required for Public Infrastructure.

9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

* **3012 TEXOMA PARKWAY**

The request of Avant Capital, LLC (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 3012 Texoma Parkway, consisting of 6.558 acres in the Reuben Hendrix Survey, Abstract 504 and being Lot 2, Block 1, of Aaron's Addition, as follows:

Planning & Zoning Commission

Public Hearing and Replat for Aaron's Addition.

Background:

The property is located at 3012 Texoma Parkway between Gallagher Drive and East US Highway 82. The owner would like to plat the property into two lots; one for residential development (Lot 2R-A) and the other for commercial development (Lot 2R-B).

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
- May 17, 2022 - Zone change under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.
- May 17, 2022 - Site plan approval for a multi-family development.
- May 17, 2022 - Site plan approval for a retail development.

Adjacent Zoning:

C-2 (General Commercial) District
MF-30 (Multi-Family Residential) District

Origination:

Avant Capital, LLC (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:
Not Applicable.

Number of notices mailed:
12

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 13.**

Meeting Date: 05/15/2023

Prepared By: Lauren Marlow, Development Services Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*****OTHER BUSINESS***

Final Plat of Polani Addition, consisting of 0.824 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition and part of Lot 5, Block 2, J.B. Moorman's Subdivision and currently zoned R-6 (Single Family Residential) District; Muhammed Polani, LOXDON Group, Inc., Owner and Underwood Drafting & Surveying, Inc., Surveyor (208 West McLain Street)

Issue:

To consider the Final Plat of Polani Addition, consisting of 0.824 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition and part of Lot 5, Block 2, J.B. Moorman's Subdivision and currently zoned R-6 (Single Family Residential) District; Muhammed Polani, LOXDON Group, Inc., Owner and Underwood Drafting & Surveying, Inc., Surveyor (208 West McLain Street)

Background:

The property is located at 208 West McLain Drive between North Hickory Street and North Travis Street. The owner is requesting a Zone Change from a R-6 (Single-Family Residential) District to an R-2F (Duplex Residential) District and to plat the property into two lots, keeping one with the existing house and will duplex on the other lot.

Origination:

Muhammed Polani, LOXDON Group, Inc. (Owners)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering
P&Z Communication

---

dlagrone H:\PLANNING\Public Notification KT.aprx

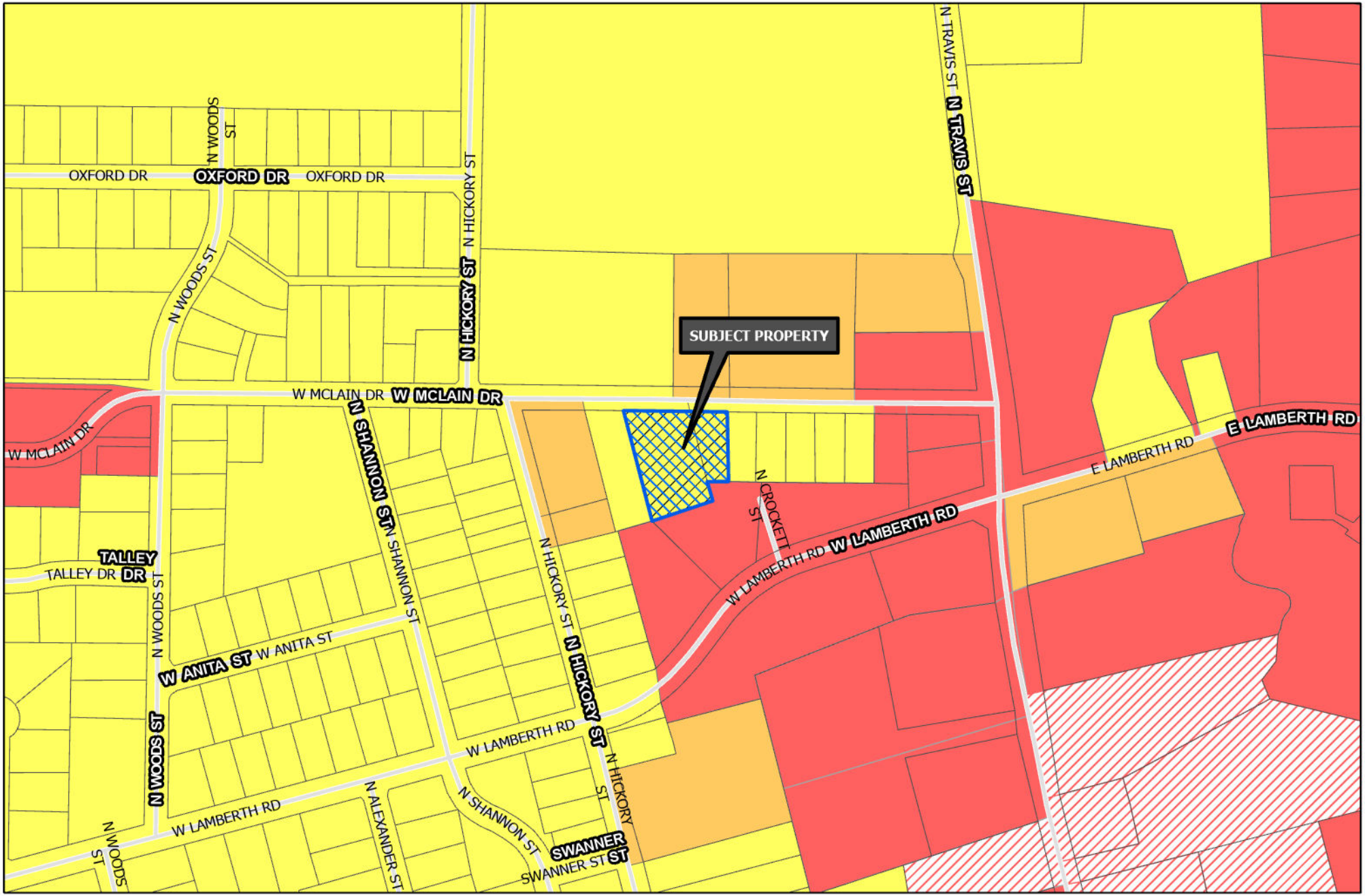
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
208 W MCLAIN DR

N
W E
S

Date: 3/20/2023 3:51 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

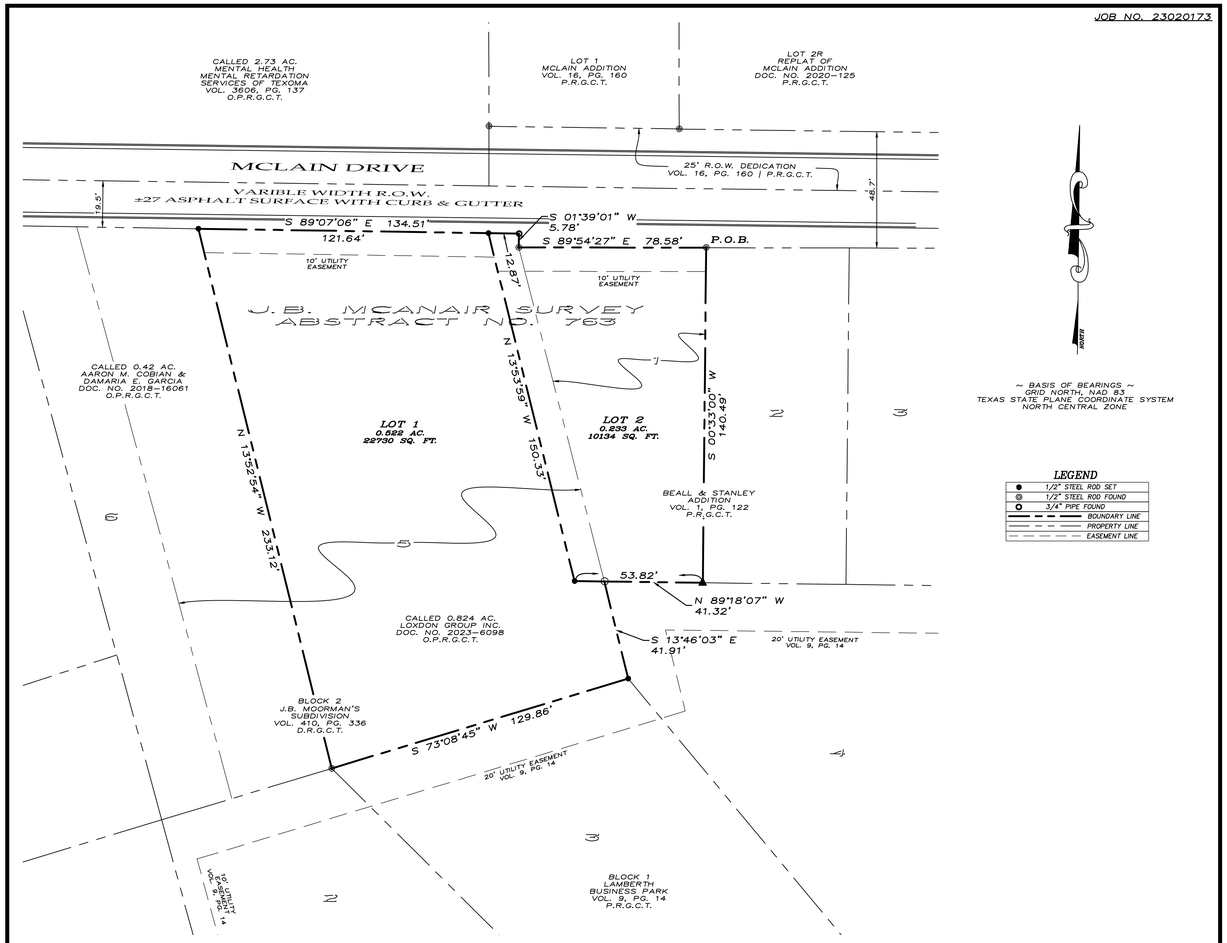
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential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

CITY OF SHERMAN ZONING MAP 208 W MCLAIN DR

N W E S

Date: 3/20/2023 3:53 PM

JOB NO. 23020173



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0290 G, effective date September 1, 2022.

FINAL PLAT
POLANI ADDITION
Being a part of the J.B. McAnair Survey, Abstract Number 763 Being in the City of Sherman Grayson County, Texas Containing 0.824 acres of land

OWNERS/DEVELOPER
LOXDON GROUP INC.
3645 CAPSTONE LANE
PLANO, TX 75074
CONTACT: MUHAMMED POLANI

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

03/20/23

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 2

JOB NO. 23020173

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being all of Lot 1 of Beall and Stanley Addition, according to the plat thereof recorded in Volume 1, Page 122, Plat Records, Grayson County, Texas, and part of Lot 5 in Block 2 of J.B. Moorman's Subdivision, according to the plat thereof recorded in Volume 410, Page 336, Deed Records, Grayson County, Texas, and all of which being the same 0.824 acre tract of land described in the deed to Loxdon Group Inc., recorded in Document No. 2023-6098, 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 eastern-most northeast corner of said 0.824 acre tract, common to the northeast corner of said Lot 1, common to the northwest corner of Lot 2 of said Beall and Stanley Addition, and on the southerly right-of-way line of McLain Drive;

Thence South 00°33'00" West, with an easterly line of said 0.824 acre tract, and with the easterly line of said Lot 1, and with the westerly line of said Lot 2, distance of 140.49 feet to a fence corner post found for the eastern-most southeast corner of said 0.824 acre tract, common to the southeast corner of said Lot 1, and common to the southwest corner of said Lot 2, and on the northerly line of Lot 4 in Block 1 of Lamberth Business Park, according to the plat thereof recorded in Volume 9, Page 14, said Plat Records;

Thence North 89°18'07" West, with a southerly line of said 0.824 acre tract, and with the southerly line of said Lot 1, and with the northerly line of said Lot 4, a distance of 41.32 feet to a 3/8" steel rod found for the southwest corner of said Lot 1, common to the northwest corner of said Lot 4, and on the easterly line of aforesaid Lot 5;

Thence South 13°46'03" East, with an easterly line of said 0.824 acre tract, and with the easterly line of said Lot 5, and with the westerly line of said Lot 4, a distance of 41.91 feet to a 1/2" steel rod set for the southern-most southeast corner of said 0.824 acre tract, common to the southeast corner of said Lot 5, and common to the northeast corner of Lot 3 of aforesaid Lamberth Business Park;

Thence South 73°08'45" West, with a southerly line of said 0.824 acre tract, and with the southerly line of said Lot 5, and with the northerly line of said Lot 3, a distance of 129.86 feet to a 1/2" steel rod found for the southwest corner of said 0.824 acre tract, common to the northwest corner of said Lot 3, and common to the northeast corner of Lot 2 of said Lamberth Business Park, and common to the southeast corner of a called 0.42 acre tract of land described in the deed to Aaron M. Cobian and Damarla E. Garcia, recorded in Document No. 2018-16061, said Official Public Records;

Thence North 13°52'54" West, with the westerly line of said 0.824 acre tract, and with the easterly line of said 0.42 acre tract, and crossing said Lot 5, a distance of 233.12 feet to a 1/2" steel rod set for the northwest corner of said 0.824 acre tract, common to the northeast corner of said 0.42 acre tract, and on the northerly line of said Lot 5, and on the southerly line of aforesaid McLain Drive;

Thence South 89°07'06" East, with a northerly line of said 0.824 acre tract, and with the northerly line of said Lot 5, and with the southerly right-of-way line of said McLain Drive, a distance of 134.51 feet to a 3/4" pipe found for the northern-most northeast corner of said 0.824 acre tract, common to the northeast corner of said Lot 5;

Thence South 01°39'01" West, with an easterly line of said 0.824 acre tract, and with the easterly line of said Lot 5, and with the westerly right-of-way line of said McLain Drive, a distance of 5.78 feet to a 1/2" steel rod found for the northwest corner of aforesaid Lot 1;

Thence South 89°54'27" East, with a northerly line of said 0.824 acre tract, and with the northerly line of said Lot 1, and with the southerly right-of-way line of said McLain Drive, a distance of 78.58 feet to the Point of Beginning and containing 0.824 acres (35,907 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, POLANI ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the____day of _____ 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2023.

_____
Clerk, City of Sherman, Texas

ACCEPTANCE

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

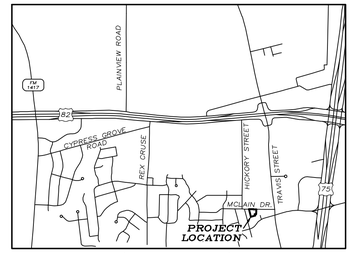
_____ Chairman _____ Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ Mayor, City of Sherman, Texas _____ Date

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, LOXDON GROUP INC., do hereby adopt this plat designating the hereinabove property as the POLANI 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 systems without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2023.

_____
MUHAMMED POLANI
LOXDON GROUP INC.

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, MUHAMMED POLANI known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

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

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

FINAL PLAT
POLANI ADDITION
Being a part of the J.B. McAnair Survey, Abstract Number 763 Being in the City of Sherman Grayson County, Texas Containing 0.824 acres of land

OWNERS/DEVELOPER
LOXDON GROUP INC.
3645 CAPSTONE LANE
PLANO, TX 75074
CONTACT: MUHAMMED POLANI

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

03/20/23

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 2 OF 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

Loxdon Group, Inc.
Attn: Muhammed Polani
3645 Capstone Lane
Plano, TX 75074

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Polani Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate a Right of Way Dedication along McLain Drive to total a 50' ROW (25' from centerline of existing roadway). *Code of Ordinances Chapter 10, Exhibit A, Sec. 5(C)(1)*
2. Plat subtitle to include Beall and Stanley Addition and JB Moorman's Subdivision. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
3. Modify 10' Utility Easement to reflect new Right of Way line. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Final Plat layout to be revised to fit one (1) 24"36" sheet of paper and meet all Ordinance layout requirements. Coordinate with Engineering Department for additional information. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 23.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

208 WEST MCLAIN DRIVE

The request of Muhammed Polani, LOXDON Group, Inc. (Owners) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 208 West McLain Street, consisting of 0.824 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition and part of Lot 5, Block 2, J.B. Moorman's Subdivision, and currently zoned R-6 (Single-Family Residential) District, as follows:

Planning and Zoning Commission

A. Public Hearing and Zone Change, consisting of 0.233 acres in the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 1 of Beall and Stanley Addition also being Lot 2, Polani Addition from a R-6 (Single-Family Residential) District to an R-2F (Duplex Residential) District.
B. Public Hearing and Final Plat of Polani Addition

Background:

The property is located at 208 West McLain Drive between North Hickory Street and North Travis Street. The owner is requesting to plat the property into two lots, keeping one with the existing single-family home (Lot 1) and the other for a proposed 2-unit duplex (Lot 2) and a Zone Change from a R-6 (Single-Family Residential) District to an R-2F (Duplex Residential) District. Only the proposed Lot 2 is being requested for a Zone Change from R-6 to R-2F.

Adjacent Zoning:

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

Origination:

Muhammed Polani, LOXDON Group, Inc. (Owners)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

16

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Final Plat
Staff Review Letter - Final Plat
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 14.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of USOW Sherman Addition, Phase Two, consisting of 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808 and currently zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; USOW, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (2450 and 2522 North Frisco Road)

Issue:

To consider the Replat of USOW Sherman Addition, Phase Two, consisting of 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808 and currently zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District; USOW, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (2450 and 2522 North Frisco Road)

Background:

The property is located at 2450 Frisco Road between East James Street and Baker Drive. The owner is requesting to plat the property into one lot for commercial development.

The following has been approved for this location:

- July 21, 2020 - Zone change from R-1 (One-Family Residential) District to C-2 (General Commercial) District
- May 17, 2022 - Preliminary Plat approval of USOW Sherman Addition.
- July 19, 2022 - Final Plat approval of USOW Sherman Addition.

Origination:

USOW, LLC (Owner)
Kent Hughlett (Representative/Architect)
Helvey-Wagner Surveying, Inc.(Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 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 - Engineering
P&Z Communication

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dlagrone H:\PLANNING\Public Notification KT.aprx

5/30/2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2450 & 2522 N FRISCO RD

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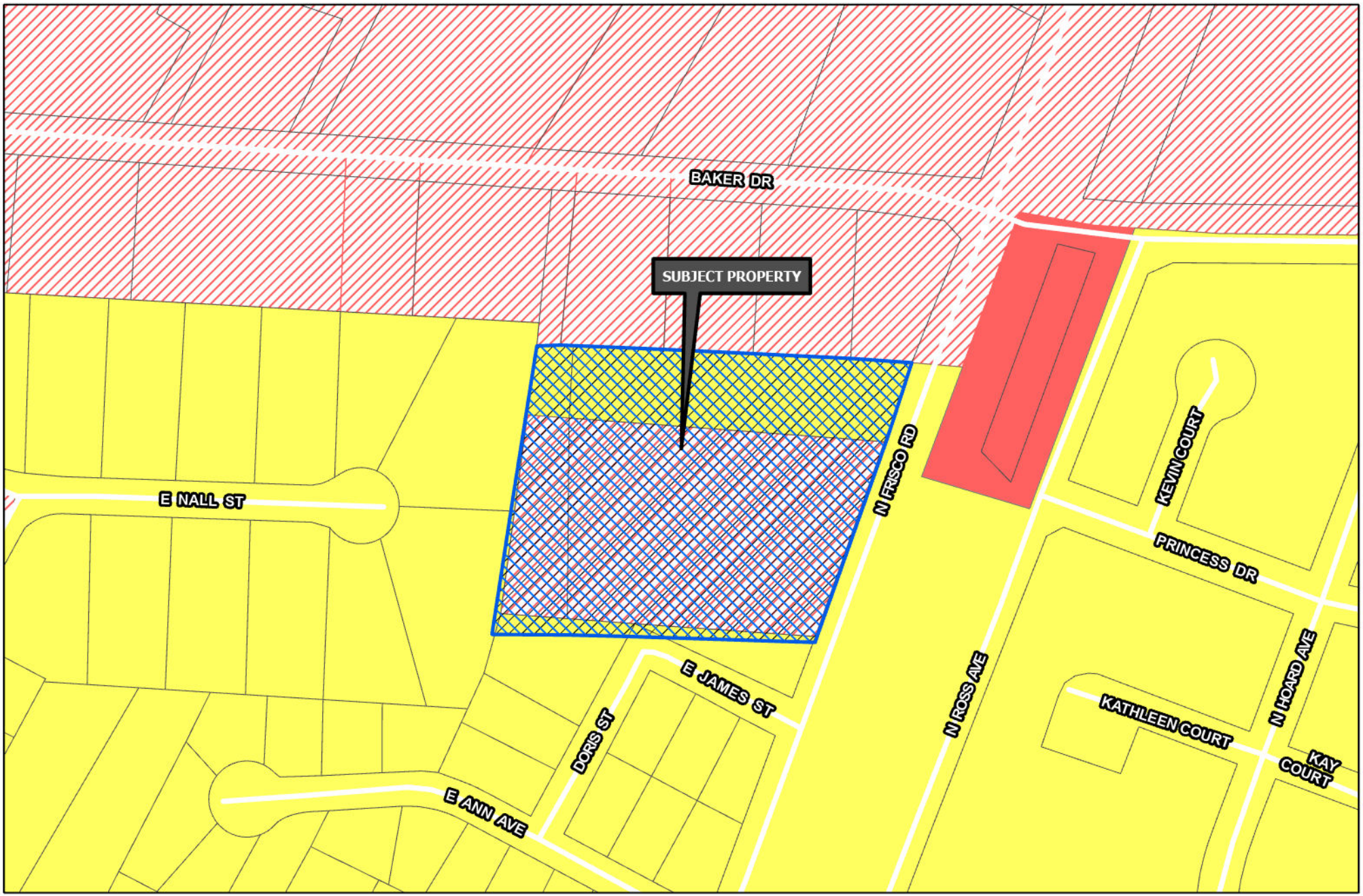
Date: 3/30/2023 4:53 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
2450 & 2522 N FRISCO RD

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S

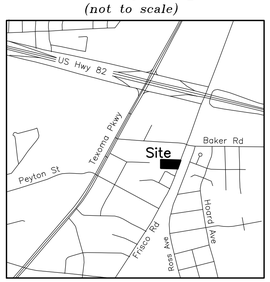
Date: 3/30/2023 4:57 PM

Sherman
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 23-001121
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
04/05/2023 at 4:35 p.m.

Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF REQUESTED VARIANCE
PROJECT #: 23-001121
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
04/05/2023 at 4:35 p.m.

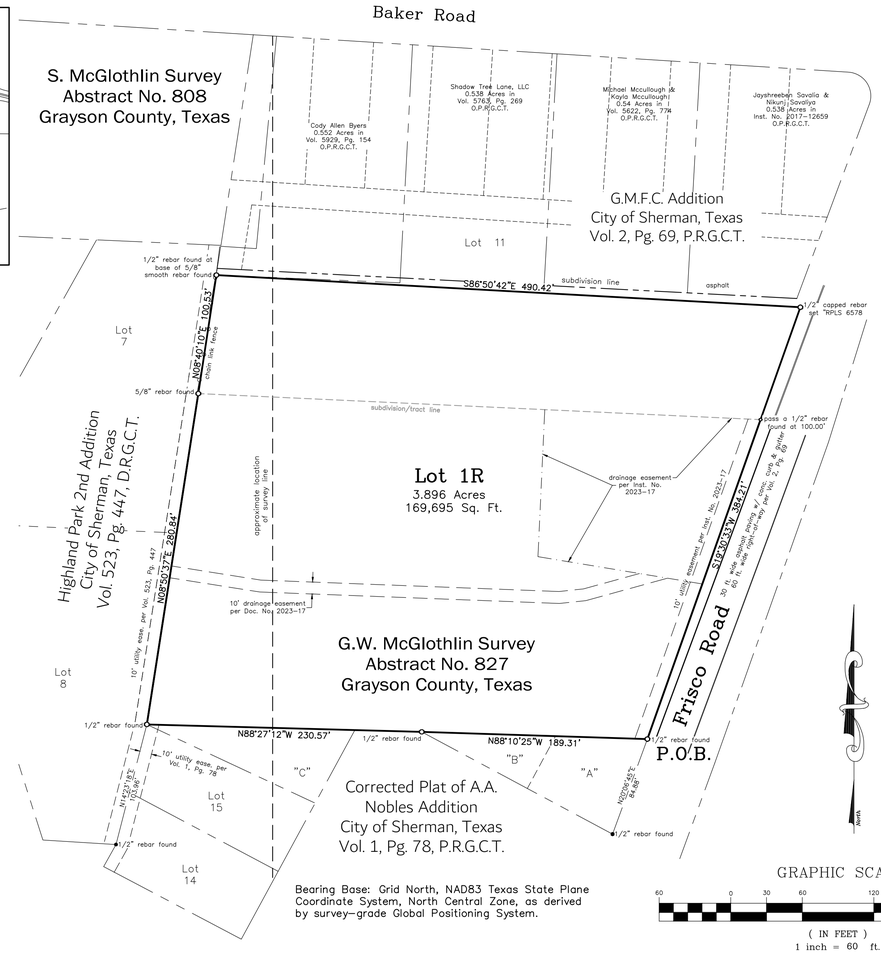
Vicinity Map

(not to scale)



General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. 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.



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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, USOW, LLC, sole owner of USOW Sherman Addition, Phase Two 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 USOW, LLC
H. Blume Loe, Jr.

AVIGATION RELEASE

WHEREAS, USOW, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as USOW Sherman Addition, Phase Two, 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 USOW Sherman Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2023.

By:_____

By: Authorized Representative for USOW, LLC, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared H. Blume Loe, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, USOW Sherman Addition, Phase Two to the City of Sherman, Texas is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, USOW Sherman Addition, Phase Two to the City of Sherman, Texas is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing plat of USOW Sherman Addition, Phase Two to the City of Sherman, Texas was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

LEGAL DESCRIPTION

SITUATED in the City of Sherman County of Grayson, State of Texas, being a part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, being all of the "called" 100 ft. by 500 ft. tract of land conveyed by General Warranty Deed from Neal Spencer to USOW, LLC on September 15, 2022 and recorded in Inst. No. 2022-31095, Official Public Records, Grayson County, Texas, and all of Lot 1 of USOW Sherman Addition to the City of Sherman, Grayson County, Texas as per plat of record in Doc. No. 2023-17, Plat 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 rebar found in the West line of Frisco Road, a public road, at the "monumented" Northeast corner of the Corrected Plat of A.A. Nobles Addition to the City of Sherman, Texas, recorded in Volume 1, Page 78, Plat Records, Grayson County, Texas, and the Southeast corner of both said Lot 1, USOW Sherman Addition and the herein described tract, SAID rebar bears North 20 deg. 06 min. 45 sec. East, 84.88 ft. from a 1/2 inch rebar found at the Southeast corner of Lot "A" said Nobles Addition;

THENCE North 88 deg. 10 min. 25 sec. West, with the North line of said A.A. Nobles Addition and the South line of said Lot 1, USOW Sherman Addition, a distance of 189.31 ft. to a 1/2 inch rebar found at the West corner of Lot "B", said Nobles Addition;

THENCE North 88 deg. 27 min. 12 sec. West, continuing with the North line of said A.A. Nobles Addition and the South line of said Lot 1, USOW Sherman Addition,, passing the West line of said G.W. McGlothlin Survey and the East line of said S. McGlothlin Survey and continuing on for a TOTAL distance of 230.57 ft. to a 1/2 inch rebar found in the East line of Lot 8, Highland Park 2nd Addition to the City of Sherman, Texas, recorded in Volume 523, Page 447, Deed Records, Grayson County, Texas, at the "monumented" Northwest corner of said Nobles Addition and the Southwest corner of both said Lot 1, USOW Sherman Addition and the herein described tract, SAID rebar bears North 14 deg. 23 min. 18 sec. East, 103.96 ft. from a 1/2 inch rebar found at an angle point in Lot 14, said Nobles Addition;

THENCE North 08 deg. 50 min. 37 sec. East, with the East line of said Highland Park 2nd Addition and the West line of said Lot 1, USOW Sherman Addition, for a distance of 280.84 ft. to a 5/8 inch rebar found at the "monumented" Southwest corner of said USOW, LLC 100 ft. by 500 ft. tract and the Northwest corner of said Lot 1, USOW Sherman Addition;

THENCE North 08 deg. 40 min. 10 sec. East, with the West line of said USOW, LLC 100 ft. by 500 ft. tract, a distance of 100.53 ft. to a ½ inch rebar found at the base of a ⅝ inch smooth rebar found at the Southwest corner of both Lot 11 of G.M.F.C. Addition to the City of Sherman, Texas as per plat of record in Volume 2, Page 69, said Plat Records and the 0.552 acre tract of land conveyed to Cody Allen Byers in Volume 5929, Page 154, said Official Public Records and the Northwest corner of said USOW, LLC 100 ft. by 500 ft. tract, at the most Western Northwest corner of the herein described tract;

THENCE South 86 deg. 50 min. 42 sec. East, with North line of said USOW, LLC 100 ft. by 500 ft. tract, at distance of 490.42 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" in the West right-of-way line of said Frisco Road, at the Northeast corner of both said USOW, LLC 100 ft. by 500 ft. tract and the herein described tract;

THENCE South 19 deg. 30 min. 33 sec. West, with the West line of said Frisco Road and the East line of said USOW, LLC 100 ft. by 500 ft. tract, passing a 1/2 inch rebar found at the Southeast corner of said USOW 100 ft. by 500 ft. tract and the Northeast corner of said Lot 1, USOW Sherman Addition, continuing on for a total distance of 384.21 ft. to the **PLACE OF BEGINNING** and containing **3.896 ACRES** of land

Replat
Lot 1R
USOW Sherman Additon, Phase Two
Being a Replat of USOW Sherman Addition & adjoining metes/bounds tract to the City of Sherman Grayson County, Texas
3.896 Acres
in the
G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808

Date of Preparation: March 8, 2023

Job No. CGS160323

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:
USOW, LLC
780 Tanglewood Trail
Pottsboro, Texas 75076

D:\Replat-Topo-2450-Frisco-Road\Civil 3D\Frisco-rd-3ac-TBC.dwg Layout: Plat Plot Date Mar 7 23 Time: 8:06 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

USOW, LLC
780 Tanglewood Trail
Pottsboro, TX 75076

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Plat of USOW Sherman Addition, Phase Two has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Graphically show all boundary lines of Drainage Easement on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Extend Utility Easement as dedicated in Instrument No. 2023-17 to the northern property line. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. 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*
4. Upgrade of Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
5. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 26.

Meeting Date: 04/18/2023

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

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

Requested Action/Proposed Use:

2450 NORTH FRISCO ROAD

The request of USOW, LLC (Owner), Kent Hughlett (Representative/Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 2450 North Frisco Road, consisting of 3.896 acres being part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808 and currently zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.017 to allow a side setback of 15' in lieu of the required 60' from the South and West property lines in a C-2 (General Commercial) District.
B. Public Hearing and Variance under Section 14.02.017 to allow a side setback of 5' in lieu of the required 15' from the North property lines in a C-2 (General Commercial) District.

Planning and Zoning Commission

C. Public Hearing and Zone Change from a C-2 (General Commercial) District and R-6 (Single-Family Residential) District to a C-2 (General Commercial) District.
D. Public Hearing and Site Plan for an Office/Warehouse Facility.
E. Public Hearing and Replat of USOW Sherman Addition, Phase Two

Background:

The property is located at 2450 Frisco Road between East James Street and Baker Drive. The owner is requesting a Variance on the required side setback for a wood fence along the South and West side of the property and a Variance for the North side of the property to discourage tenants from storing items behind the building. The owner is also requesting Zone Change, Site Plan and Replat approval for an office/warehouse facility to match the adjoining property on the South.

The following has been approved for this location:

- July 21, 2020 - Zone change from R-1 (One-Family Residential) District to C-2 (General

Commercial) District
- May 17, 2022 - Preliminary Plat approval of USOW Sherman Addition.
- July 19, 2022 - Final Plat approval of USOW Sherman Addition.

Adjacent Zoning:

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

Origination:

USOW, LLC (Owner)
Kent Hughlett (Representative/Architect)
Helvey-Wagner Surveying, Inc.(Surveyor)

Master Plan Designation:

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

Number of notices mailed:

24

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Narrative
Site Plan
Survey
Building Plan
Staff Review Letter - Replat
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 15.**

Meeting Date: 05/15/2023
Prepared By: Lauren Marlow, Development Services Coordinator
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Lange Veterinary Clinic, consisting of 1.010 acres in the J.B. McAnair Survey, Abstract 763, and currently zoned C-2 (General Commercial) District; G and S Investing, LLC, Owner, Preston Trail Land Surveying, Land Surveyor (2103 West Houston Street)

Issue:

To consider Final Plat of Lange Veterinary Clinic, consisting of 1.010 acres in the J.B. McAnair Survey, Abstract 763, and currently zoned C-2 (General Commercial) District; G and S Investing, LLC, Owner, Preston Trail Land Surveying, Land Surveyor (2103 West Houston Street)

Background:

The property is located at 2103 West Houston Street between Arapaho East Trail and Archer Drive. The property owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- August 14, 1979 - Zone Change from a R-1 (One Family Residential) District to a C-2 (General Commercial) District
- November 21, 2006 - Variance to allow a 6' high monument sign with a 5' front setback.
- February 21, 2023 - Public Hearing and Variance under Section 14.03.007(7) to allow a 0.57’ side setback in lieu of the required 15’ in a C-2 (Retail Business) District.
- February 21, 2023 - Site Plan of Lange Veterinary Clinic.

Origination:

G and S Investing, LLC (Owner)
Samantha Riddels (Representative)
Vilbig & Associates, Inc., (Consulting Engineers & Surveyors)
Preston Trail Land Surveying (Land Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 18, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering

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dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

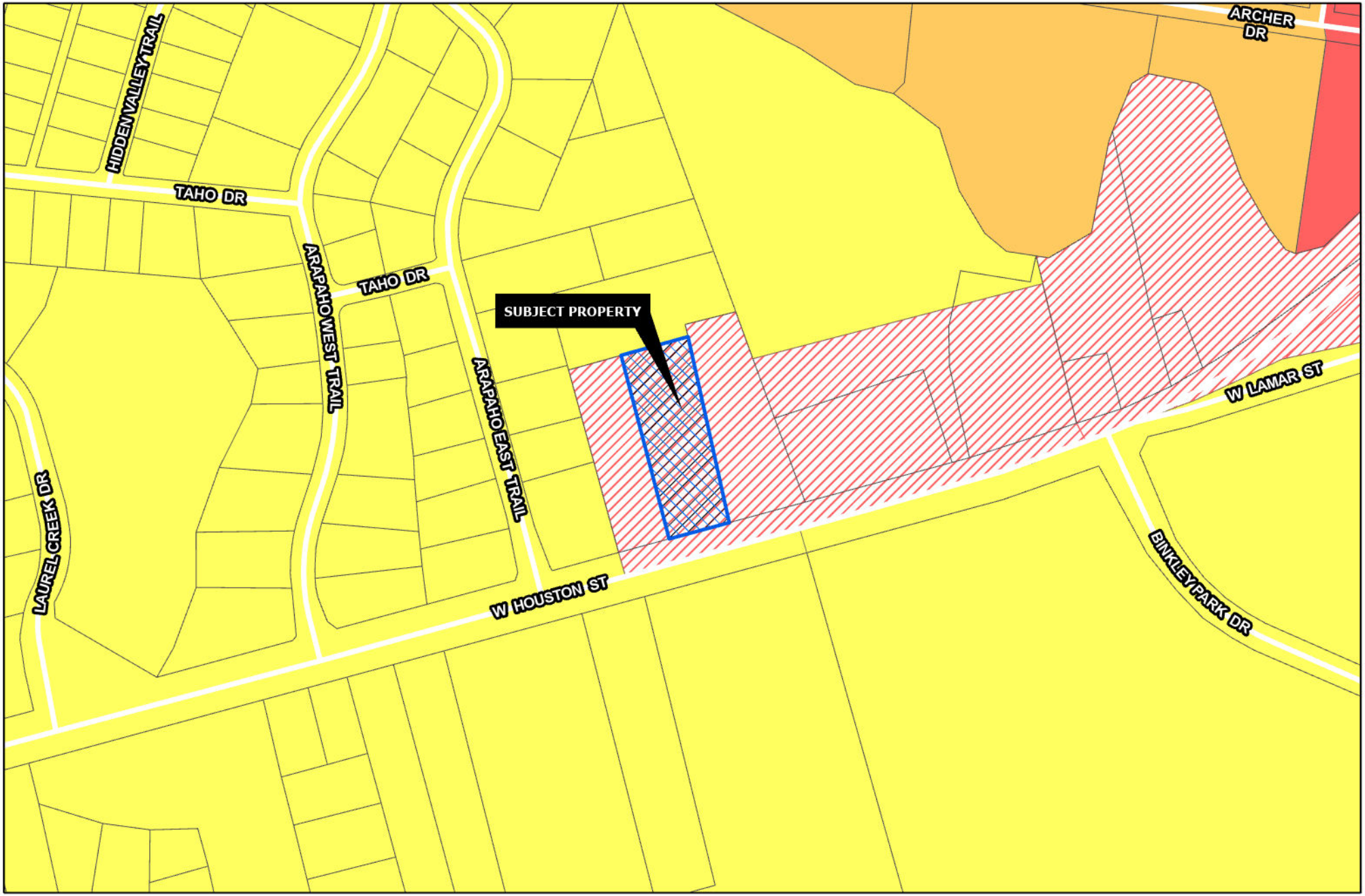
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

2103 W. HOUSTON ST.

N
W E
S

Date: 2/2/2023 10:04 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

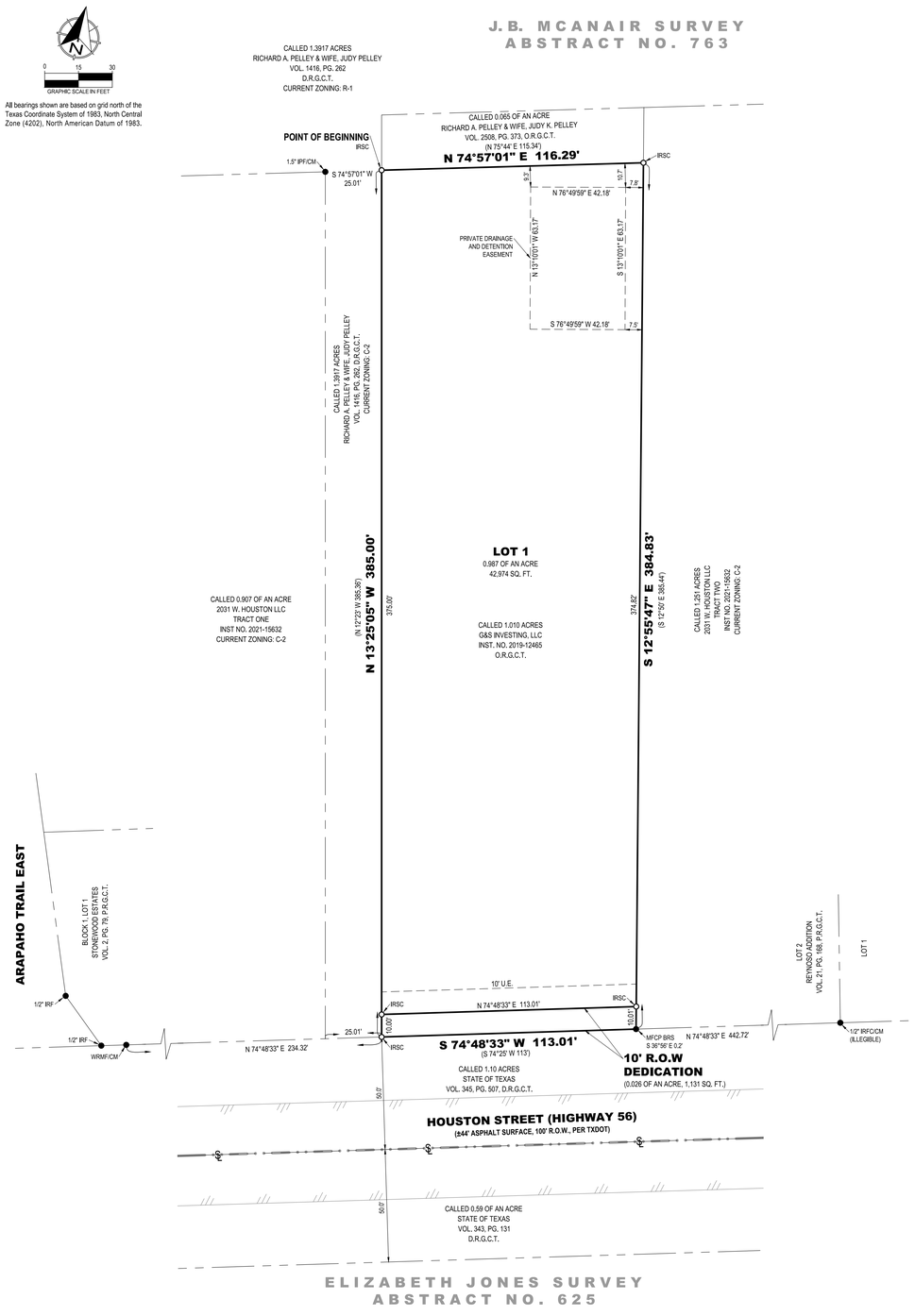
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential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

CITY OF SHERMAN

N W E S

2103 W. HOUSTON ST.

Date: 2/2/2023 10:11 AM



GENERAL NOTES:

1. This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
2. Abstract lines shown are approximate.
3. Private drainage and detention easements to be owned and maintained by property owner.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS G & S INVESTING, 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 a re-tracement survey of a called 1.010 acre tract of land described in the deed to G&S Investing, LLC, recorded in Instrument No. 2019-12465, Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set at the northwest corner of said 1.010 acre tract, common to the southwest corner of a called 0.065 of an acre tract of land described in the deed to Richard A. Pelley and wife, Judy K. Pelley, recorded in Volume 2508, Page 373, said Official Records, and on an easterly line of a called 1.3917 acre tract of land described in the deed to Richard A. Pelley and wife, Judy Pelley, recorded in Volume 1416, Page 262, Deed Records of Grayson County, Texas, and from which a 1.5-inch iron pipe found for a re-entrant corner of said 1.3917 acre tract bears South 74°57'01" West, a distance of 25.01 feet;

THENCE North 74°57'01" East, with the northerly line of said 1.010 acre tract, and with the southerly line of said 0.065 acre tract, a distance of 116.29 feet to a Capped Iron Rod set for the northeast corner of said 1.010 acre tract, common to the southeast corner of said 0.065 acre tract, and on the westerly line of a called 1.251 acre tract of land described in the deed to 2031 W. Houston LLC, recorded in Instrument No. 2021-15632 said Official Records;

THENCE South 12°55'47" East, with the easterly line of said 1.010 acre tract, and with the westerly line of said 1.251 acre tract, a distance of 384.83 feet to the southeast corner of said 1.010 acre tract, and common to the southwest corner of said 1.251 acre tract, and on the northerly line of a called 1.10 acre tract of land described in the deed to State of Texas, recorded in Volume 345, Page 507, said Deed Records, and on the northerly right-of-way line of West Houston Street (Highway 56), and from which a found metal fence corner post bears South 36°56' East, a distance of 0.2 feet;

THENCE South 74°48'33" West, with the southerly line of said 1.010 acre tract, and with the northerly line of said 1.10 acre tract, and with the northerly right-of-way line of West Houston Street (Highway 56), a distance of 113.01 feet to Capped Iron Rod set for southwest corner of said 1.010 acre tract, common to the southern-most southeast corner of aforesaid 1.3917 acre tract;

THENCE North 13°25'05" West, with the westerly line of said 1.010 acre tract, and with an easterly line of said 1.3917 acre tract, a distance of 385.00 feet to the POINT OF BEGINNING and enclosing 1.013 acres (44,105 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **G & S INVESTING, LLC**, does hereby adopt this plat designating the hereinbefore described property as **LANGE VET ADDITION**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon, The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone, This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: G & S Investing, LLC

_____
By: Grayson Riddels

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Todd Young, 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 **LANGE VET ADDITION** to the City of Sherman was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

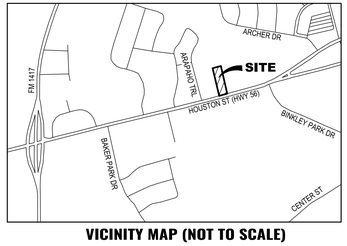
SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

LEGEND

●	FOUND MONUMENT	P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
○	SET MONUMENT		
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
IRF	IRON ROD FOUND	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRFC	IRON ROD FOUND W/PLASTIC CAP		
IPF	IRON PIPE FOUND	B.L.	BUILDING LINE
WRMF	WOOD RIGHT-OF-WAY MONUMENT FOUND	VOL., PG.	VOLUME, PAGE
		INST. NO.	INSTRUMENT NO.
MFCP	METAL FENCE CORNER POST		BOUNDARY LINE
BRS	BEARS		ADJOINER LINE
CM	CONTROLLING MONUMENT		ABSTRACT LINE APPROXIMATE
( )	DEED OR PLAT CALL		BUILDING LINE
R.O.W.	RIGHT-OF-WAY		ASPHALT



VICINITY MAP (NOT TO SCALE)

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/01/2022 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0270 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.

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

FINAL PLAT
LANGE VET ADDITION
1.013 ACRES
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas

OWNER/DEVELOPER:
G & S Investing, LLC
2103 West Houston Street
Sherman, TX 75092
Ph: 903-893-5561
Contact: Grayson Riddels

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"=30' Date: 03/20/2023	Project No. 19-0578.2 Sheet No. 1 of 1

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 a re-tracement survey of a called 1.010 acre tract of land described in the deed to G&S Investing, LLC, recorded in Instrument No. 2019-12465, Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set at the northwest corner of said 1.010 acre tract, common to the southwest corner of a called 0.065 of an acre tract of land described in the deed to Richard A. Pelley and wife, Judy K. Pelley, recorded in Volume 2508, Page 373, said Official Records, and on an easterly line of a called 1.3917 acre tract of land described in the deed to Richard A. Pelley and wife, Judy Pelley, recorded in Volume 1416, Page 262, Deed Records of Grayson County, Texas, and from which a 1.5-inch iron pipe found for a re-entrant corner of said 1.3917 acre tract bears South 74°57'01" West, a distance of 25.01 feet;

THENCE North 74°57'01" East, with the northerly line of said 1.010 acre tract, and with the southerly line of said 0.065 acre tract, a distance of 116.29 feet to a Capped Iron Rod set for the northeast corner of said 1.010 acre tract, common to the southeast corner of said 0.065 acre tract, and on the westerly line of a called 1.251 acre tract of land described in the deed to 2031 W. Houston LLC, recorded in Instrument No. 2021-15632 said Official Records;

THENCE South 12°55'47" East, with the easterly line of said 1.010 acre tract, and with the westerly line of said 1.251 acre tract, a distance of 384.83 feet to the southeast corner of said 1.010 acre tract, and common to the southwest corner of said 1.251 acre tract, and on the northerly line of a called 1.10 acre tract of land described in the deed to State of Texas, recorded in Volume 345, Page 507, said Deed Records, and on the northerly right-of-way line of West Houston Street (Highway 56), and from which a found metal fence corner post bears South 36°56' East, a distance of 0.2 feet;

THENCE South 74°48'33" West, with the southerly line of said 1.010 acre tract, and with the northerly line of said 1.10 acre tract, and with the northerly right-of-way line of West Houston Street (Highway 56), a distance of 113.01 feet to Capped Iron Rod set for southwest corner of said 1.010 acre tract, common to the southern-most southeast corner of aforesaid 1.3917 acre tract;

THENCE North 13°25'05" West, with the westerly line of said 1.010 acre tract, and with an easterly line of said 1.3917 acre tract, a distance of 385.00 feet to the POINT OF BEGINNING and enclosing 1.013 acres (44,105 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 10, 2023

G&S Investing, LLC
2103 W. Houston St.
Sherman, TX 75092

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

Dear Applicants,

The request for approval of the Final Plat of Lange Vet Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 18, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate a 15' Utility Easement along Houston Street (Hwy 56). *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
2. 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.*
3. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
4. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
5. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
6. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 05/15/2023

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2023 Council Calendar

2023
Council Calendar

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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11	12	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Su	Mo	Tu	We	Th	Fr	Sa
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April

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May

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28	29	30	31			

June

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July

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23	24	25	26	27	28	29
30	31					

August

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20	21	22	23	24	25	26
27	28	29	30	31		

September

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24	25	26	27	28	29	30

October

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
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19	20	21	22	23	24	25
26	27	28	29	30		

December

Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30
31						

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/20/20223	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
6/16/2023	Budget Workshop Day 2
7/5/2023	Called City Council Meeting (Rescheduled)