

**CITY OF SHERMAN
CITY COUNCIL CALLED MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
FRIDAY, APRIL 27, 2018
12:00 NOON**

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

B. INVOCATION BY COUNCIL MEMBER JOSH STEVENSON

Resolutions

C. RESOLUTION NO. 6366

Authorizing Execution of an Amendment to a Development Agreement between the City of Sherman and 58 Aggie Development, LLC for the Construction of Public Facilities in Sherman Tax Increment Reinvestment Zone #7 in the City of Sherman

Other Business

D. OTHER BUSINESS

Final Plat Approval of MBG Sherman Addition, being 13.215 acres in the Sherod Dunman Survey, Abstract No. 329; Sherman Economic Development Corporation and the City of Sherman, Owners; Mark Schulman, Developer; Vilbig and Associates, Civil Engineer; and Helvey-Wagner Surveying, Inc., Surveyor (100-200 blocks of East F.M. 1417 (Vietnam Veteran's Parkway) and 3700 block of South U.S. Highway 75)

Budget Planning

E. FINANCIAL UPDATE AND COUNCIL INPUT FOR 2018-2019 BUDGET YEAR

F. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Called 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 April 23, 2018 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 23rd day of April, 2018
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

David Plyler

Deputy Mayor

Pamela L. Howeth

Council Members

Willie Steele, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called (Budget Planning) Meeting

C.

Meeting Date: 04/27/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6366

Authorizing Execution of an Amendment to a Development Agreement between the City of Sherman and 58 Aggie Development, LLC for the Construction of Public Facilities in Sherman Tax Increment Reinvestment Zone #7 in the City of Sherman

Issue:

Amending the Development Agreement with 58 Aggie Development, LLC for the construction of public facilities in Sherman Tax Increment Reinvestment Zone #7 (TIRZ #7)

Background:

At the October 2, 2017 meeting, the City Council approved Resolution No. 6276 and a Development Agreement with 58 Aggie Development, LLC for the development of the property jointly owned by the City and the Sherman Economic Development Corporation ("SEDCO") and located at the southeast corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway). The agreement set forth the development of infrastructure that would be developed within the area on behalf of the City.

The proposed amendment to the Development Agreement would more clearly define the public infrastructure that is eligible for reimbursement under the agreement and further identifies the proposed roadway (Legacy Boulevard) that the City would be establishing as part of the transportation network in that area.

Origination:

City Manager

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the Amendment to the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6366

Amendment to Development Agreement

Exhibit "C" to Amendment to Development Agreement

Resolution No. 6376 and Development Agreement approved October 2, 2017

Location Map

RESOLUTION NO. 6366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND 58 AGGIE DEVELOPMENT, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN SHERMAN TAX INCREMENT REINVESTMENT ZONE #7 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Amendment to a Development Agreement with 58 Aggie Development, LLC for the construction of public facilities in Sherman Tax Increment Reinvestment Zone #7 located at the southeast corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway) in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the _____ day of _____, 2018.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND 58 AGGIE DEVELOPMENT, LLC**

THIS AMENDMENT is entered into between the City of Sherman (“City”), a municipal corporation organized under the laws of the State of Texas, duly acting herein by and through its City Manager, and 58 Aggie Development, LLC (“Developer”), a Texas limited liability corporation, acting by and through its authorized officers, as amended to witness the following:

WHEREAS, the parties entered into a Development Agreement that was approved by the Sherman City Council on October 2, 2017, in Resolution No. 6276 (hereinafter “Agreement”); and

WHEREAS, the parties hereto wish to amend that Agreement to properly reflect the intent of the parties;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, warranties and representations herein, the parties hereto agree to amend certain portions of certain paragraphs and exhibits as follows:

I.

The parties wish to amend Article I, entitled “SPECIFIC CONTRACT PROVISIONS”, Section 15, entitled “Other Provisions”, on pages 4 and 5 of the Agreement, to add new paragraphs G and H, said paragraphs to read as follows:

- G. Public facilities include an 820 foot long public street with water, sanitary sewer and storm drainage system extensions and a public parking lot as shown on “Exhibit “C” attached.*
- H. A public street along the southern boundary of this development will be developed by the City as a minor arterial and is not part of this agreement.*

IN WITNESS WHEREOF, the parties have executed this Amendment to stated Contract by signing below. The effective date of this amendment shall be the date of execution by the City Manager or his designee.

CITY OF SHERMAN, TEXAS

By:

Robby Hefton, City Manager

ATTEST:

By: _____
Linda Ashby, City Clerk

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon Shelby, City Attorney

**58 AGGIE DEVELOPMENT, LLC,
a Texas Limited Liability Company**

By: _____
Mark Schulman, Manager

CITY MANAGER'S ACKNOWLEDGEMENT

**THE STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Robby Hefton, City Manager of the City of Sherman, Texas, a municipal corporation, 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 City of Sherman, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council for the City of Sherman and that he executed the same as the act of the said City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of April, A.D., 2018.

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:

58 AGGIE DEVELOPMENT, LLC ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF COLLIN §

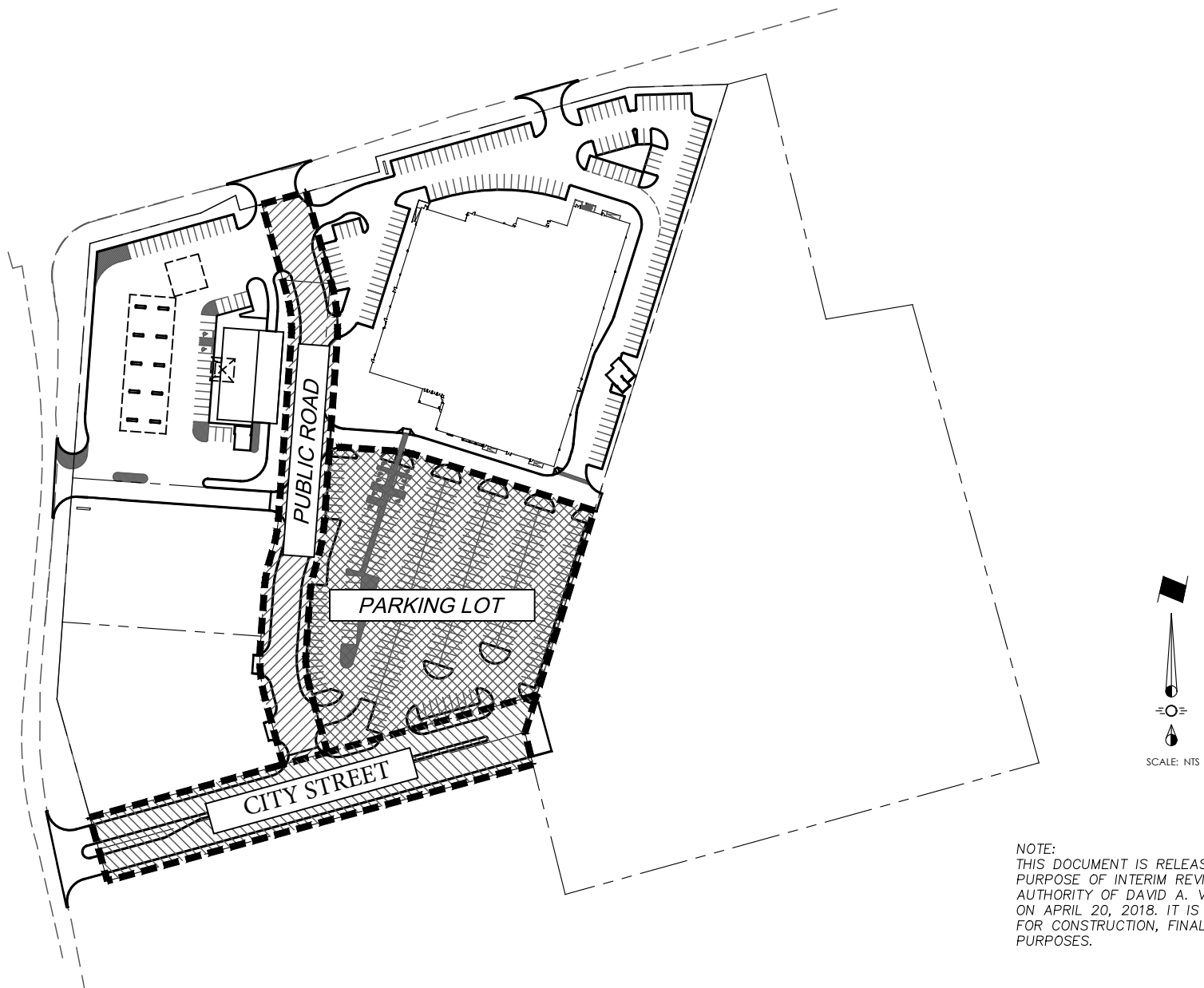
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark Schulman, Manager of 58 Aggie Development, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of April, A.D., 2018.

Notary Public in and for the State of Texas

(Typed/Printed Name of Notary)

My Commission Expires:



NOTE:
THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF DAVID A. VILBIG, P.E., 67207
ON APRIL 20, 2018. IT IS NOT TO BE USED
FOR CONSTRUCTION, FINAL BID, OR PERMIT
PURPOSES.

MBG PUBLIC ROAD AND PARKING EXHIBIT

VILBIG & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS

517 W. WOODARD STREET, DENISON, TX 75020
PHONE: (214) 352-7333 FAX (214) 352-0999
TEXAS ENG. FIRM # F-5614 & SURVEYING FIRM # 10033000

RESOLUTION NO. 6276

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH 58 AGGIE DEVELOPMENT, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN PROPOSED SHERMAN TAX INCREMENT REINVESTMENT ZONE #7 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with 58 Aggie Development, LLC for the construction of public facilities in Proposed Sherman Tax Increment Reinvestment Zone #7 located at the southeast corner of U.S. Highway 75 and F.M. 1417 (Heritage Parkway) in the City of Sherman, Grayson County, Texas, in the same or substantially same form as the contract documents to be attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 2nd day of October, 2017.

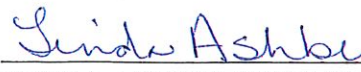
CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY:


BRANDON S. SHELBY
CITY ATTORNEY

CERTIFIED COPY- DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED IN
THE OFFICE OF THE CITY CLERK.


CITY CLERK, SHERMAN, TEXAS

SSUED. 10/6/17

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND 58 AGGIE DEVELOPMENT, LLC**

October 12th
THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this *12th* day of ~~September~~ 2017 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and 58 Aggie Development, LLC ("Developer").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as 58 AGGIE - SHERMAN and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications to be submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, City services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

**ARTICLE I.
SPECIFIC CONTRACT PROVISIONS**

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the

title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused or will cause the subdivision plat of the Property (the "plat") and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
3. **Development Documents:** Any and all Plats, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the Development depicted on the Plat (hereinafter the "Development") shall be deemed confirmed, ratified, and agreed upon by both parties and attached hereto as Exhibit "B". Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Development; and all of the work of the Project will be done under the supervision of the City Engineer (as defined in Paragraph 8 of this Article) to City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement as a part thereof for all purposes.
4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.
5. **Performance Bond:** No work shall be performed within the Development until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City, unless Developer can show good cause to the City Manager as to why this requirement should be waived. If found to be necessary, such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Development, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.
6. **Phased Development:** The Parties understand and agree that the Development contemplated by this agreement shall be completed in phases as designated by the developer and approved by the City Manager. The Parties agree that this agreement and its terms apply to any singular Phase of the Development singularly and equally to the Development in its entirety.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Development until the work on each segment is performed and approved as agreed upon in this Agreement.
8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.
9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.
10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.
11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.
12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.
13. **Guarantee or Maintenance Bond:**
 - A. If, within one year after the acceptance, defects should appear in the materials or workmanship, the Developer shall have such defects promptly repaired at its own expense, and shall leave the work as intended by the plans and specifications. This guarantee will apply to all parts of the work which have been accepted by the City.
 - B. Instead of the Guarantee set for in subparagraph (A) of this paragraph, Developer may provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee

under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

14. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

- A. Upon Completion of any phase of the Development, one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. Upon Completion of any phase of the Development, the City agrees to reimburse to the Developer all documented actual costs for construction and installation of public facilities as dedicated to the City up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) via a Tax Increment Reinvestment Zone. Project management costs shall be reimbursed at no more than three percent (3%) of the documented, actual project costs.
- C. City agrees to waive all engineering plan review, inspection, and testing fees.
- D. Developer agrees that the development, as set forth in the Contract Documents, will comply with all federal, state and local laws relating to the discharge of storm water upon completion of the development.
- E. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.
- F. City agrees to demolish all existing structures on-site and provide the necessary back fill to make the site construction ready.

ARTICLE II. GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES,

REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. **THIS INDEMNITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by Developer shall occur and continue, after thirty (30) days' notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.
6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.
7. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices.** Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY: City of Sherman, Texas

DESIGNEE: Robby Hefton

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7200

FAX: 903-892-7355

DEVELOPER: 58 Aggie Development, LLC

DESIGNEE: Mark Schulman

ADDRESS: 4565 Lake Shore
Waco, TX 76710

PHONE: 254-732-0666

FAX:

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.
11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.
13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this 12 day of September 2017, with an original to each party.

Developer: 58 AGGIE DEVELOPMENT, LLC

BY: [Signature]
NAME: Mark Schulman
TITLE: Manager

ATTEST: BY: _____
NAME: _____
TITLE: _____

CITY: CITY OF SHERMAN

BY: [Signature]
NAME: Robby Hefton
TITLE: City Manager

ATTEST: BY: [Signature]
NAME: Linda Ashby
TITLE: City Clerk

APPROVAL RECOMMENDED:

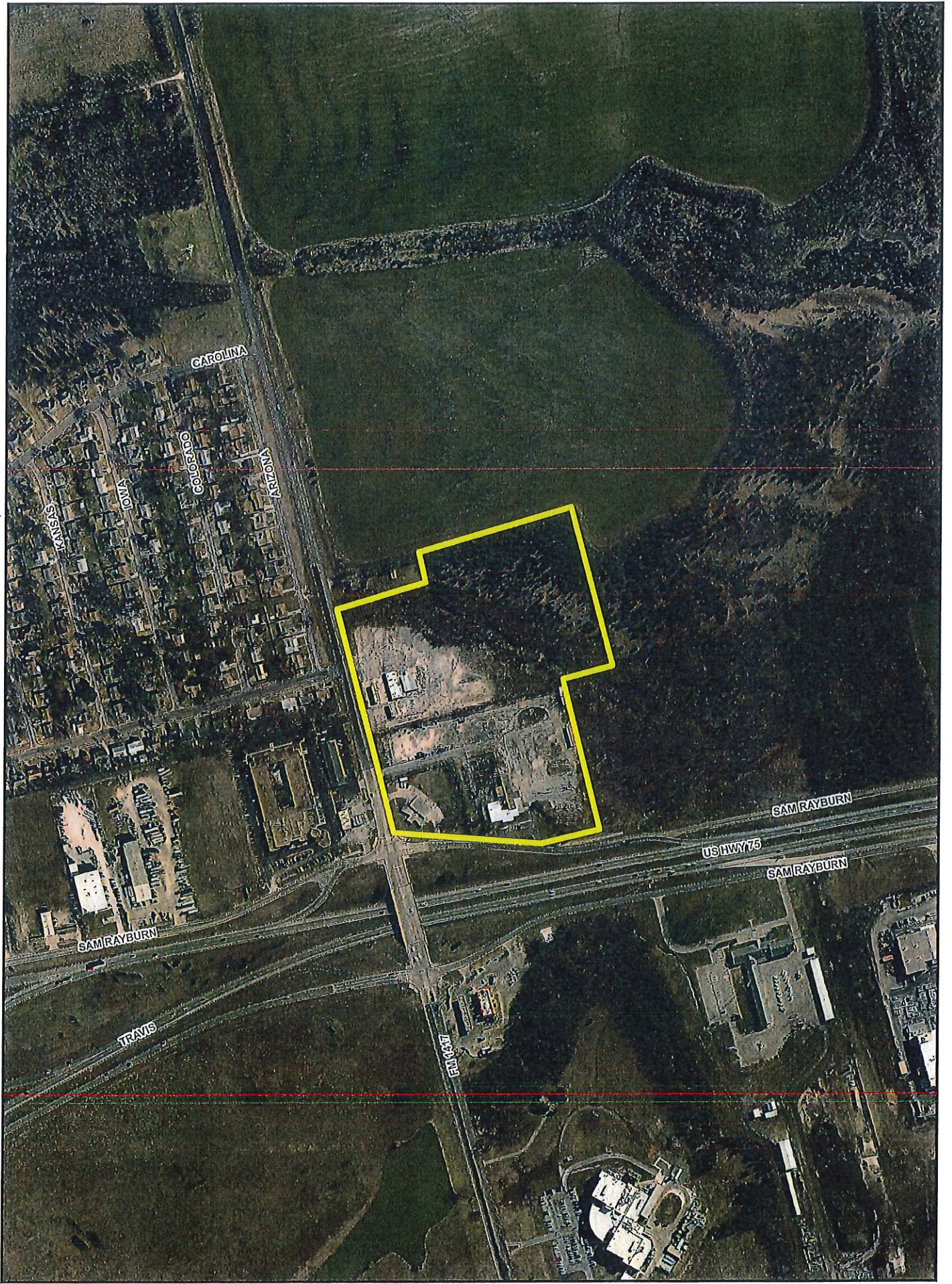
[Signature]
Clint Philpott, P.E. Director Engineering

APPROVED AS TO FORM:

[Signature]
Brandon S. Shelby, City Attorney



1 inch = 500 feet





1 inch = 500 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called (Budget Planning) Meeting

D.

Meeting Date: 04/27/2018

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Final Plat Approval of MBG Sherman Addition, being 13.215 acres in the Sherod Dunman Survey, Abstract No. 329; Sherman Economic Development Corporation and the City of Sherman, Owners; Mark Schulman, Developer; Vilbig and Associates, Civil Engineer; and Helvey-Wagner Surveying, Inc., Surveyor (100-200 blocks of East F.M. 1417 (Vietnam Veteran's Parkway) and 3700 block of South U.S. Highway 75)

Issue:

To consider Final Plat approval of MBG Sherman Addition, being 13.215 acres in the Sherod Dunman Survey, Abstract No. 329, located in the 100-200 blocks of East F.M. 1417 (Vietnam Veteran's Parkway) and the 3700 block of South U.S. Highway 75

Background:

The property is located in the 100-200 blocks of East F.M. 1417 (Vietnam Veteran's Parkway) and the 3700 block of South U.S. Highway 75; the southeast corner of U.S. Highway 75 and East F.M. 1417 (Vietnam Veteran's Parkway). The owners would like to plat the property into five (5) lots for commercial development.

Origination:

Sherman Economic Development Corporation and the City of Sherman (Owners)
Mark Schulman (Developer)
Vilbig and Associates (Civil Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 17, 2018 regular meeting, the Planning & Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication





Zoning - 100-200 Blks. E. FM 1417 (Vietnam Veteran's Parkway & 3700 Blk.S. U.S. Highway 75

Legend

Special Districts Overlay

DISTRICT_NAME
Arts and Cultural District
Blalock Commercial Overlay District
Central Business District
College Park District
Downtown Overlay District
Historic Preservation District
Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep

FM 1417
Sam Rayburn Freeway
US Hwy 82 and 75
SH 289
FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

Unknown
BIP Blalock Industrial Park
C-1 Retail Business District

C-2 General Commercial District
CO Office District
Lakes
M-1 Light Manufacturing District
M-1.5 Medium Manufacturing District
M-2 Heavy Manufacturing District
MH Manufacturing Housing District
R-1 One Family Residential District
R-2 Multi-Family Residential District
R-A Single Family Agricultural District
SF-1 Single Family Residential District



City of Sherman, Texas
Developmental Services Department

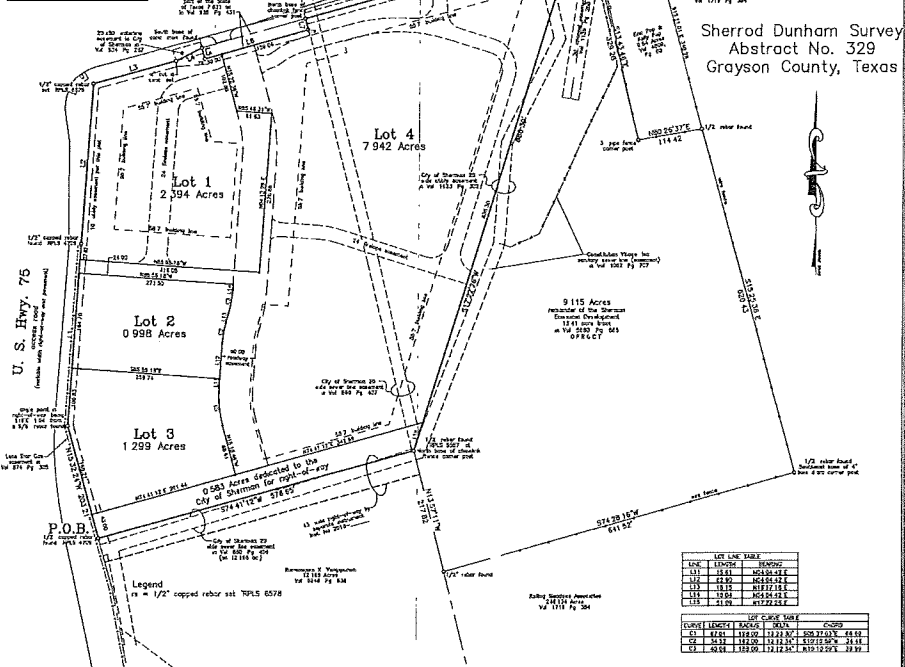


NOT TO SCALE

1 in = 300 ft

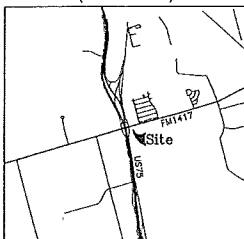
Bearing Base Grid North, NAD83 Texas
State Plane Coordinate System, North
Central Zone, as derived by
survey-grade Global Positioning System

LINE	LENGTH	BEARING
L1	317.16	N04°04'52"E
L2	775.00	N25°13'21"E
L3	150.00	N75°28'21"E
L4	50.00	N83°12'21"E
L5	20.00	S15°11'21"E
L6	138.50	S77°27'21"E
L7	30.00	N15°12'21"E
L8	241.50	N75°28'21"E
L9	134.50	N05°13'21"E
L10	51.00	N75°01'51"E



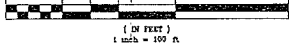
MBG Sherman Addition to the City of Sherman, Texas 13.215 Acres in the Sherrod Dunham Survey Abstract No. 329

Location Map
(not to scale)



Sherman Economic Development Corporation
Owner

Job No. CGS57318-1
GRAPHIC SCALE



General Notes:

- Water supply to be provided by the City of Sherman.
- Sewer service to be provided by the City of Sherman.
- Electrical service to be provided by Oncor Electric Delivery Co.
- Bracing the face of water or construction of improvements in drainage easements, and filling or obstruction of the footway is prohibited.
- Any existing creek or drainage channels crossing along or across the addition will remain on open channels and shall be maintained by the individual owners of this lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
- City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- The property shown on the plat herein lies within a Zone 7a (area 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. 4810100005 F, Revised Date: September 28, 2010.
- 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.
- The owner and holder must comply with all other state and federal regulations regarding developments of the type.

Helvey-Wagner Surveying, Inc.
222 W Main St., Denison, Texas 75020
PH (803) 463-6191 Fax (803) 463-4088
Email: helveysurvey@cobblestone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10068100

FIELD NOTES

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey, Abstract No. 329, and being all of the following two (2) tracts of land: 1) 1.49 ac. tract of land conveyed to Sherman Economic Development Corporation by the City of Sherman by Special Warranty Deed dated October 2, 2017 and recorded in Document No. 2017-23355, Official Public Records, Grayson County, Texas; 2) the 7.409 ac. tract of land conveyed to Sherman Economic Development Corporation by the City of Sherman by Special Warranty Deed dated October 2, 2017 and recorded in Document No. 2017-23355, Official Public Records, and being a part of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation by Grayson County by Warranty Deed dated August 25, 2015 and recorded in Volume 5000, Page 682, said Official Public Records, and being more particularly described as one tract of land by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch coped rebar found stamped "RPLS 4709" in the East right-of-way line of U.S. Highway No. 75, at the Northeast corner of the 12.165 ac. tract of land conveyed to Sherman Economic Development Corporation by the City of Sherman by Special Warranty Deed dated October 2, 2017 and recorded in Document No. 2017-23355, Official Public Records, at the Southeast corner of said Sherman Economic Development Corporation 7.409 ac., at the most Westerly Southeast corner of the herein described tract.

THENCE North 15 deg 25 min 24 sec West, with the East right-of-way line of said U.S. Hwy 75 and a West line of said Sherman Economic Development Corporation 7.409 ac., a distance of 202.21 ft. to an angle point, being South 18 deg East, 1.04 ft. from a 5/8 inch rebar found;

THENCE North 04 deg 04 min 42 sec East, continuing with the East right-of-way line of said U.S. Hwy 75 and a West line of said Sherman Economic Development Corporation 7.409 ac., a distance of 317.16 ft. to a 1/2 inch coped rebar found stamped "RPLS 4709" at the most Westerly Northwest corner of said Sherman Economic Development Corporation 7.409 ac., at the Southeast corner of said Sherman Economic Development Corporation 1.49 ac.;

THENCE North 04 deg 13 min 23 sec East, continuing with the East right-of-way line of said U.S. Hwy 75 and the West line of said Sherman Economic Development Corporation 1.49 ac., a distance of 279.09 ft. to a 1/2 inch coped rebar set stamped "RPLS 6578" at the intersection of the East right-of-way line of said U.S. Hwy 75 with the South right-of-way line of F.M. Highway No. 1417, at the Northeast corner of both said Sherman Economic Development Corporation 1.49 ac. and the herein described tract;

THENCE North 74 deg 28 min 28 sec East, with the South right-of-way line of said F.M. Hwy 1417 and the North line of said Sherman Economic Development Corporation 1.49 ac., a distance of 150.00 ft. to an "x" out in concrete set, at an angle point;

THENCE North 63 deg 17 min 52 sec East, continuing with the South right-of-way line of said F.M. Hwy 1417 and the North line of said Sherman Economic Development Corporation 1.49 ac., a distance of 309.69 ft. to a point at the South base of a concrete monument found at the Northeast corner of said Sherman Economic Development Corporation 1.49 ac.;

THENCE South 10 deg 21 min 21 sec East, with the East line of said Sherman Economic Development Corporation 1.49 ac., a distance of 200.00 ft. to a 1/2 inch coped rebar set stamped "RPLS 6578" at an "x" out in concrete set, at the Northeast corner of said Sherman Economic Development Corporation 7.409 ac.;

THENCE North 74 deg 27 min 28 sec East, with a North line of said Sherman Economic Development Corporation 7.409 ac., a distance of 189.08 ft. to a 1/2 inch coped rebar set stamped "RPLS 6578" in the West line of said Sherman Economic Development Corporation 13.41 ac., at the Northeast corner of said Sherman Economic Development Corporation 7.409 ac.;

THENCE North 14 deg 22 min 11 sec West, with the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 20.03 ft. to a point at the North base of a chainlink fence corner post, in the South right-of-way line of said F.M. Hwy 1417, at the Northeast corner of said Sherman Economic Development Corporation 13.41 ac., a distance of 241.89 ft. to a point at the South base of a concrete monument found, at an angle point;

THENCE North 88 deg 13 min 18 sec East, continuing with the South right-of-way line of said F.M. Hwy 1417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 128.82 ft. to a point at the Northeast corner of said Sherman Economic Development Corporation 13.41 ac. and the herein described tract; and being North 42 deg East, 1.6 ft. from a broken concrete monument found;

THENCE South 74 deg 41 min 17 sec West, with the general course of a chainlink fence maintaining the North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 855.39 ft. to a 1/2 inch rebar found at the North base of a chainlink fence corner post, at the Northeast corner of said Sherman Economic Development Corporation 7.409 ac., at the Southeast corner of said Sherman Economic Development Corporation 7.409 ac., at an "x" out in concrete set, at an angle point;

THENCE South 74 deg 41 min 12 sec West, with the general course of a chainlink fence maintaining the North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 855.39 ft. to the PLACE OF BEGINNING and containing 13.215 ACRES of land.

I, Kote A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

Kote A. Wagner, R.P.L.S. No. 5578 Date



I, _____, Authorized Agent for Sherman Economic Development Corporation, owner of MBG Sherman Addition, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown hereon to the public use forever.

Authorized Agent for Sherman Economic Development Corporation

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2018.

Notary Public, Grayson County, Texas

City of Sherman

Thus, the final plat of MBG Sherman Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2018, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

Thus, the final plat of MBG Sherman Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2018, 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 MBG Sherman Addition to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on this _____ day of _____, 2018, and that the City Council, by formal action, then and there accepted the dedication of all easements and other public areas, as shown and set forth in and upon said plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2018, BY
CITY CLERK, CITY OF SHERMAN, TEXAS

Helvey-Wagner Surveying, Inc.
222 W Main St., Denison, Texas 75020
PH (803) 463-6191 Fax (803) 463-4088
Email: helveysurvey@cobblestone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10068100

LINE	LENGTH	BEARING
L1	317.18'	H04.04'42"E
L2	279.09'	H04.13'28"E
L3	150.00'	H74.36'28"E
L4	50.89'	N83.17'52"E
L5	20.00'	S19.21'56"E
L6	182.09'	H74.37'24"E
L7	20.05'	N14.32'11"W
L8	341.95'	H74.36'28"E
L9	128.87'	N85.13'18"E
L10	41.88'	N28.01'04"E

Case	Time Step	Pressure	Salinity	Conc.
(C1)	37.84	2.82	2.82	2.82
(C2)	37.84	2.82	2.82	2.82
(C3)	37.84	2.82	2.82	2.82
(C4)	37.84	2.82	2.82	2.82
(C5)	37.84	2.82	2.82	2.82
(C6)	37.84	2.82	2.82	2.82
(C7)	37.84	2.82	2.82	2.82
(C8)	37.84	2.82	2.82	2.82
(C9)	37.84	2.82	2.82	2.82
(C10)	37.84	2.82	2.82	2.82
(C11)	37.84	2.82	2.82	2.82
(C12)	37.84	2.82	2.82	2.82
(C13)	37.84	2.82	2.82	2.82
(C14)	37.84	2.82	2.82	2.82
(C15)	37.84	2.82	2.82	2.82
(C16)	37.84	2.82	2.82	2.82
(C17)	37.84	2.82	2.82	2.82
(C18)	37.84	2.82	2.82	2.82
(C19)	37.84	2.82	2.82	2.82
(C20)	37.84	2.82	2.82	2.82
(C21)	37.84	2.82	2.82	2.82
(C22)	37.84	2.82	2.82	2.82
(C23)	37.84	2.82	2.82	2.82
(C24)	37.84	2.82	2.82	2.82
(C25)	37.84	2.82	2.82	2.82
(C26)	37.84	2.82	2.82	2.82
(C27)	37.84	2.82	2.82	2.82
(C28)	37.84	2.82	2.82	2.82
(C29)	37.84	2.82	2.82	2.82
(C30)	37.84	2.82	2.82	2.82
(C31)	37.84	2.82	2.82	2.82
(C32)	37.84	2.82	2.82	2.82
(C33)	37.84	2.82	2.82	2.82
(C34)	37.84	2.82	2.82	2.82
(C35)	37.84	2.82	2.82	2.82
(C36)	37.84	2.82	2.82	2.82
(C37)	37.84	2.82	2.82	2.82
(C38)	37.84	2.82	2.82	2.82
(C39)	37.84	2.82	2.82	2.82
(C40)	37.84	2.82	2.82	2.82
(C41)	37.84	2.82	2.82	2.82
(C42)	37.84	2.82	2.82	2.82
(C43)	37.84	2.82	2.82	2.82
(C44)	37.84	2.82	2.82	2.82
(C45)	37.84	2.82	2.82	2.82
(C46)	37.84	2.82	2.82	2.82
(C47)	37.84	2.82	2.82	2.82
(C48)	37.84	2.82	2.82	2.82
(C49)	37.84	2.82	2.82	2.82
(C50)	37.84	2.82	2.82	2.82
(C51)	37.84	2.82	2.82	2.82
(C52)	37.84	2.82	2.82	2.82
(C53)	37.84	2.82	2.82	2.82
(C54)	37.84	2.82	2.82	2.82
(C55)	37.84	2.82	2.82	2.82
(C56)	37.84	2.82	2.82	2.82
(C57)	37.84	2.82	2.82	2.82
(C58)	37.84	2.82	2.82	2.82
(C59)	37.84	2.82	2.82	2.82
(C60)	37.84	2.82	2.82	2.82
(C61)	37.84	2.82	2.82	2.82
(C62)	37.84	2.82	2.82	2.82
(C63)	37.84	2.82	2.82	2.82
(C64)	37.84	2.82	2.82	2.82
(C65)	37.84	2.82	2.82	2.82
(C66)	37.84	2.82	2.82	2.82
(C67)	37.84	2.82	2.82	2.82
(C68)	37.84	2.82	2.82	2.82
(C69)	37.84	2.82	2.82	2.82
(C70)	37.84	2.82	2.82	2.82
(C71)	37.84	2.82	2.82	2.82
(C72)	37.84	2.82	2.82	2.82
(C73)	37.84	2.82	2.82	2.82
(C74)	37.84	2.82	2.82	2.82
(C75)	37.84	2.82	2.82	2.82
(C76)	37.84	2.82	2.82	2.82
(C77)	37.84	2.82	2.82	2.82
(C78)	37.84	2.82	2.82	2.82
(C79)	37.84	2.82	2.82	2.82
(C80)	37.84	2.82	2.82	2.82
(C81)	37.84	2.82	2.82	2.82
(C82)	37.84	2.82	2.82	2.82
(C83)	37.84	2.82	2.82	2.82
(C84)	37.84	2.82	2.82	2.82
(C85)	37.84	2.82	2.82	2.82
(C86)	37.84	2.82	2.82	2.82
(C87)	37.84	2.82	2.82	2.82
(C88)	37.84	2.82	2.82	2.82
(C89)	37.84	2.82	2.82	2.82
(C90)	37.84	2.82	2.82	2.82
(C91)	37.84	2.82	2.82	2.82
(C92)	37.84	2.82	2.82	2.82
(C93)	37.84	2.82	2.82	2.82
(C94)	37.84	2.82	2.82	2.82
(C95)	37.84	2.82	2.82	2.82
(C96)	37.84	2.82	2.82	2.82
(C97)	37.84	2.82	2.82	2.82
(C98)	37.84	2.82	2.82	2.82
(C99)	37.84	2.82	2.82	2.82
(C100)	37.84	2.82	2.82	2.82

LINE	INVESTED	PER SHARE
0.7	\$4.00	\$63.55 12.7%
0.8	\$45.13	\$66.12 12.7%
1.0	\$4.41	\$74.72 12.7%
1.1	\$2.45	\$76.17 12.7%
0.51	\$4.41	\$74.72 12.7%
1.2	\$45.13	\$66.12 12.7%
2.13	\$0.00	\$74.72 12.7%
0.4	\$23.18	\$115.24 24.5%
2.14	\$0.00	\$74.72 12.7%
0.15	\$1.25	\$117.17 12.7%
0.7	\$5.51	\$64.54 12.7%
0.18	\$0.81	\$115.15 12.7%
0.23	\$0.26	\$74.72 12.7%
0.24	\$0.26	\$74.72 12.7%
0.25	\$0.26	\$74.72 12.7%
0.26	\$1.25	\$117.17 12.7%
0.27	\$1.25	\$117.17 12.7%
0.28	\$1.25	\$117.17 12.7%
0.29	\$0.00	\$64.54 12.7%
0.3	\$0.00	\$64.54 12.7%
0.31	\$0.00	\$63.55 12.7%
0.32	\$0.00	\$63.55 12.7%
0.33	\$1.25	\$117.17 12.7%
0.34	\$0.74	\$77.27 12.7%
0.35	\$0.74	\$77.27 12.7%

LOT LINE TABLE		
LINE	LENGTH	BEARING
111	15.81	N01°04'42"E
112	82.99	S01°04'42"E
113	18.12	N38°12'16"E
114	12.04	S01°04'42"E

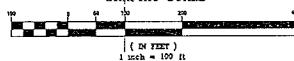
CURVE	LENGTH	PAID IN	DELTA	D-D
C1	87.01	1.03.00	18.23.30	303.27.03.7
C2	24.52	1.02.00	12.12.34	332.10.20.7
C3	42.64	1.03.00	13.12.34	303.10.20.7

**Sherrod Dunham Survey
Abstract No. 329**

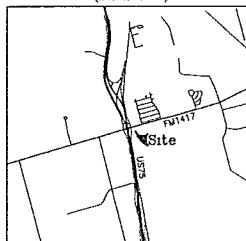
Sherman Economic Development Corporation

Job No. CGS57318-3

GRAPHIC SCALE



Location Map
(not to scale)



Page 3 of 3

Helvey-Wagner Surveying, Inc
222 W Main St, Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No 10086100

STAFF REVIEW LETTER

April 9, 2018

SEDCO
307 W. Washington, Ste. 102
Sherman, TX 75090

Mark Schulman
4565 Lake Shore Drive
Waco, TX 76710

Vilbig & Associates LLC
517 W. Woodard Street
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Movie Bowl Grille – Sherman has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, April 17, 2018 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. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from the City of Sherman Engineering Department.
3. The width of right-of-way and pavement for streets shall be shown on the plat.
4. Right-of-way dedication must be a minimum of 60' wide.
5. Right-of-way dedication must be named and name must be approved by City of Sherman Building & Zoning Department.
6. Verify all easements, on-site and off-site. Coordinate all easements, existing and proposed with City of Sherman Engineering Department.
7. Metes and bounds must match drawing.
8. Lot line table must include all line numbers noted on drawing.
9. Verify fire lane requirements with Fire Marshall.
10. Remove building lines from plat.
11. Remove fire lane easements from plat.
12. Entrance/Exits off of Hwy. 75 Service Road will be Right-in, Right-out only.
13. Must meet Overlay District requirements.
14. 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.
15. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to

printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Clint Philpott, at 903-892-7327 prior to the meeting.

Respectfully,



Clint A. Philpott, P.E.,
Director of Engineering

cc: Robby Hefton, City Manager
Brandon Shelby, City Attorney
Danny Fuller, Fire Marshal

Scott Shadden, Director of Development Services
Mark Gibson, Director of Utilities
Steve Ayers, Asst. City Manager



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 20.

Meeting Date: 04/17/2018

Prepared by: Patsy Reeves, Developmental Services Admin Secretary
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Joe Gilbert, Commissioner

Shawn Davis, Commissioner

Jeff Adams, Commissioner

David Downtain, Commissioner

Trish Bridges, Commissioner

Requested Action/Proposed Use:

*** 100-200 BLOCKS E. FM 1417 (VIETNAM VETERAN'S PARKWAY) AND 3700 BLOCK S.
U.S. HIGHWAY 75**

The request of Sherman Economic Development Corporation and the City of Sherman (Owners), Mark Schulman (Developer), Vilbig and Associates (Civil Engineer) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located in the 100-200 Blocks of East FM 1417 (Vietnam Veteran's Parkway) and the 3700 Block of South U.S. Highway 75, being 13.215 acres in the Sherod Dunman Survey, Abstract No. 329, as follows

Planning and Zoning Commission

Final Plat approval MBG Sherman Addition

Background:

The property is located in the 100-200 Blocks of East FM 1417 (Vietnam Veteran's Parkway) and the 3700 Block of South U.S. Highway 75; the southeast corner of U.S. Highway 75 and East FM 1417 (Vietnam Veteran's Parkway). The owners would like to plat the property into (5) five lots for commercial development.

Adjacent Zoning:

M-1 (Light Manufacturing) District

R-1 (One Family Residential) District

Blalock Industrial Park

Blalock Commercial Overlay District

Origination:

Sherman Economic Development Corporation and the City of Sherman (Owners)

Mark Schulman (Developer)

Vilbig and Associates (Civil Engineer/Surveyor)

Master Plan Designation:

Public/Institutional – The Public and Institutional character type includes schools, churches, and other public services for the City. Buildings may be designed to act as landmarks and this urban design adds flair to a neighborhood.

Suburban Commercial - Suburban character primarily from reduced site coverage relative to more auto-oriented commercial development. Especially at key community entries and along high-profile corridors, may also involve other criteria to yield less intensive and more attractive development outcomes relative to auto-oriented areas, including higher standards for landscaping (along street frontages and within parking areas), signs, and building design. Range of commercial retail and service uses, at varying scales and intensities depending on the site.

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not required.

Objections Received:

0

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Called (Budget Planning) Meeting

G.

Meeting Date: 04/27/2018

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2018 Council Calendar

2018

JANUARY						
S	M	T	W	T	F	S
	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						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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23	24	25	26	27	28	29
30	31					

1/1/2018	New Year's Day/Regular City Council Meeting on 01/02/2018
2/28/2018	Called Council Meeting - Training Session for Council Members
4/27/2018	Called Budget Planning Mtg in Council Chambers
06/14-15/2018	Called Budget Workshop in Council Chambers
9/3/2018	Labor Day/Regular City Council Meeting on 09/04/2018
